

**COLLECTIVE AGREEMENT**

**between the**

**SERVOMATION INC.**

**and the**

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)**

**Effective from February 1, 2024 to January 31, 2027**

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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) "*high impact mandatory event*" a full building event designated by the Employer that requires employees of the affected department to be available and scheduled to work. The term high impact mandatory events includes, but is not limited to, Rugby (7's), Concerts, BC Lions and Whitecaps playoffs, Grey Cups, MLS All-Star match, and International Sporting Events.
- (8) "*leave of absence*" is an absence with permission with or without pay.
- (9) "*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, Whitecaps, BC Lions, Rugby (15's), Women's Soccer, Monster Truck, and International Lower Bowl. Non-Major events are events not covered by the term Major Event.
- (10) "*resignation*" means a voluntary notice by the employee that they are terminating their service on the date specified.
- (11) "*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.
- (12) "*seniority list*" is a listing of all employees by seniority, department and classification.
- (13) "*service charge*" is a charge automatically levied on a customer's or client's bill by the Employer.
- (14) "*shift*" for employees, a shift is the total number of hours worked per day.
- (15) "*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.
- (16) 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 12 months; or
  - where the employee and the common-law spouse have been co-habiting for less than 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 they are living in a common-law relationship.

- (17) "*staffing roster list*" is a listing of all employees in the bargaining unit by department, classification and employee number.
- (18) "*tip*" is a voluntary payment by a customer/client to an employee by cash, credit or debit card.
- (19) "*workday*" is a period of 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 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**

(a) 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.

(b) If legislative changes are made and the collective agreement contains no provisions respecting that change or does not meet or exceed the benefit provided by the legislation then the members will be entitled to the superior benefit for as long as the legislation provides for that benefit.

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

In this agreement, gender-neutral language will be used referencing they, them or their as a singular. 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.

The Employer and the Union agree that there will be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity or expression, or criminal or summary conviction that is unrelated to the employment of that person.

(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 Gender Transition**

The Union and Employer agree to the following regarding transgender employees at work.

- (a) The Employer and the Union will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.
- (b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.
- (c) The Employer will continue discussions with BC Pavilion Corporation to provide safe washroom and change room facilities to all trans workers. The Employer and the Union recognizes that a trans worker has the right to use the washroom of their choice, regardless of whether or not they have sought or completed surgeries, or completed legal name or gender changes.
- (d) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided/accommodated on the same terms as any other medical cost or leave.
- (e) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the Employer will work with the Union and the employee to tailor a transition or support plan to the employee's particular needs. Leave of absence for gender affirming procedures will not be unreasonably denied.

### **2.3 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.

### **2.4 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.

### **2.5 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 Bargaining Unit Work**

Management 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 paycheck.
- (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: surname and first name, address, personal email address, birth date, job classification number, gross pay, month-to-date dues and will be provided to the Union online, electronically in the .csv format.

### **4.3 New Employees**

- (a) The Employer shall give a minimum of one 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 up to 30 minutes to address such employees.
- (c) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward as posted on the Union bulletin board. Whenever the steward

is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward.

#### **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 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, retired, 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. 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 their 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) up to four employees to attend meetings of the Labour Management Committee.
- (c) Where paid leave is for a routine scheduled meeting, the Union will provide the Employer an LOA which provides at least one week's notice in advance.

**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 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 mutually agreed to location within the stadium.

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

**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) Long-term leave of absence without pay and without loss of seniority will be granted:

(1) for employees elected to a full-time position with the Union for a period of one year;

(2) for an employee elected to the position of President, Treasurer or Executive Vice-President of the B.C. General Employees' Union for a period of three years and the leave will be renewed upon request;

(3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

(c) Leave of absence without loss of seniority will be provided for up to six representatives of the Bargaining Committee as described in Article 5.7(b). In addition, such employees will receive payment of negotiation meetings, including union caucus meetings, and the Union shall reimburse the Employer for wage and benefit costs.

(d) 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 14 days prior to the commencement of the leave. The Employer will not unreasonably withhold the granting of such leaves of absence.

(e) 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 30 days after the date:

- (1) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (2) on which they 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 30 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 days of the above noted meeting with the union steward or, if the meeting is waived, within seven 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 30 days after the Step 2 decision has been conveyed to them by the employer designate; or
- (2) Within 30 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 30 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 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 30 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 30 calendar days of receiving the grievance. In the event the matter is not satisfactorily resolved, the grieving

party may, within 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 30 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 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 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 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 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 24 months. The finding will be removed at the expiration of 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 their 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 them or when they first become 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 four employer and four 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 eight weeks in person or virtually. The meeting will have a time limit of up to one hour and a half.

Both parties will provide an agenda at least seven days prior to the meeting.

The Employer will provide a room/virtual space for the Union to caucus one hour before the meeting with the Employer will commence.

Either party will be permitted to bring a person of expertise if an agenda item calls for it.

## **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 Occupational Health and Safety Committee will be distributed to the Labour Management Committee.

## **ARTICLE 12 - PROBATIONARY AND TRIAL 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 calendar months.

### **12.2 Trial Period for Existing Employees**

- (a) For employees who assume a different role, either through promotion or lateral move, the employee shall be allowed a trial period of up to three calendar months.
- (b) Should either the Employer or employee consider the placement unsuitable, they shall be returned to their former role and shall be paid their former salary plus any service increment they may have become entitled to, had they not assumed the new role.

## **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 or more employees are hired in the same classification on the same day, their priority on the service seniority list shall be determined by the month and day of their birthday. In the event two employees hired on the same day have the same birthday, it shall be determined by a coin flip.

#### **(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) they are 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 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 months on their 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 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 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 they have 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 their 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 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, that will result in the layoff or non-scheduling of an employee or employees, the Employer shall give 60 days' notice in writing to the Union and 15 calendar days' notice to those specific employees affected.

#### **15.2 Meetings between Employer and Union**

The Employer and the Union shall, within 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.

#### **15.4 Technological Updates**

The parties recognize that administrative and point of sale technology is always changing and that employees will be oriented to these new technologies when they are introduced.

### **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 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 1, 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.

All new hired employees will have a minimum of two events job shadowing before being able to commence working alone.

The Employer will provide ongoing training for existing employees.

(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 10 calendar days on the Personnel Office bulletin board 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 months. This shall be recognized as an application for posted 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 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 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 10 shifts or two 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.

### **17.9 Job Description**

Job descriptions will be written with the intent to set forth the general duties and requirements of the job



and to indicate the level of skill required. Copies of job descriptions will be posted on the Personnel Office bulletin board and forwarded to the Union.

#### **17.10 New Roles**

When a new role is established or the duties or requirements of an existing role are significantly changed, Servomation and the Union will meet to discuss and agree on the salary, category, and role. If agreement cannot be reached, the matter may be referred to arbitration as provided in this agreement.

### **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; or
- (f) As per Article 2.2 (Grant of Rights) and Article 6.26 (Use of Facilities by Patrons and Specialized Caterers) of the Employer's Food and Beverages Services Agreement with BC Pavilion Corporation. The Employer will make every effort to employ Servomation employees where applicable.
- (g) The Employer requires temporary staff after making every effort to schedule all bargaining unit employees as per this agreement.

The Employer shall give the Union no less than five 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. In the case of (f), the Employer will provide no less than two days advanced notice.

**18.4 Subcontractors**

The Employer shall continue to use the specialty subcontractors now in place at the stadium: Lemon Heaven, Cin City Doughnuts, and Transcold or replacement operators in these specialties.

**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 40 hours per week and a work shift comprised of eight hours per day, five 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 consecutive days may be worked by mutual agreement between the Employer and the employee.

(b) A shift commencing on one 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 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 hours, they shall be entitled to a one-half 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 or more hours and less than seven hours will receive one paid 15-minute break. Employees who work seven or more hours will receive two paid 15-minute breaks. Break times are to be determined by the Employer as dictated by the level of business.

**19.4 Extend Shifts**

Where an employee has indicated availability for less than eight 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 12 hours commencing from the start of the shift.

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

**19.6 Sign-in**

(a) All concession staff must check in at the East Entrance check-in table then proceed to the

secondary check-in locations on levels 1, 2, or 4.

(b) All other 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.

### **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 hours.

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

Work time shall be computed in units of one-quarter of an hour to the next highest one-quarter 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) Employees must sign in and out on designated time sheets provided by the Employer to ensure accurate payment.

(c) 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.

(d) 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 four hours pay at the employee's classified straight-time rate of pay.

## **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) Employee will confirm shifts with the Employer three days prior to the event with their respected department. 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 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 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 one hour 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 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 30 days and will be made available to the Union upon reasonable notice within that 30-day period.

(c) Work will be offered to employees in classification seniority to their weekly maximum of five days. Upon mutual agreement between the employee and the Employer, an employee may work a sixth day in the same workweek to a maximum of 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-hour shifts before instituting shifts of six hours or less, based on classification seniority, availability and qualifications.

(e) Where the Employer has made a change to the schedule without at least two days' notice and the change results in loss of work for an employee, the employee will be paid at 50% straight-time for the hours they were scheduled to work.

(f) Where the Employer makes a decision to send workers home due to lack of work, the Employer will:

- (1) send home temporary/contract workers before bargaining unit employees; then
- (2) the Employer will canvas volunteers in seniority order, if no volunteers;
- (3) the Employer will then send employees home in reverse classification seniority order.

## **21.2 Employee Contact Information**

(a) 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.

(b) 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.

(c) 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 they are returning to work for the following calendar year.

## **21.3 Availability Requirements**

(a) All employees must be available to work the designated Servomation High Impact Mandatory Events and Major Events, as per Definition (7) and (8), as a condition of continued employment unless the employee is on approved leave or been released from availability as per Article 21.6 or 21.8.

(b) Sous Chef and Chef Parties will be available three days prior to a Major Event and Concession Culinary will be available two days prior to a Major event, unless prior arrangements have been made with the Employer.

(c) 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 the High Impact Mandatory, Major and Non-Major Events, set ups and move-ins for the following month (eg: availability forms for the month of February will be available January 1). Once an employee's availability is submitted to the Employer, the employee will have three weeks prior to Non-Major events to revise their availability. If an employee wants time off during a Non-Major event, and it is after the timeframe for revising their availability, then they will have to submit a time off request to the Employer. Approval will be based on operational requirements and will not be unreasonably withheld. If an employee does not attend their shift after their request is denied, progressive discipline will be in place.

(d) By the 10<sup>th</sup> day of the month, the employee must return the availability form confirming their agreement to work the High Impact Mandatory Events and Major Events and to mark which of the Non-Major events that they are available to work.

(e) If the 10<sup>th</sup> day 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>.

(f) 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.

(g) All employees must be available to work the designated High Impact Mandatory Events and Major Events in each month, except where a leave of absence has been granted prior to the event, as per Article 21.6 or 21.8, the sick leave provisions of Article 21.8 apply, or the employee can show there were extenuating circumstances that warrant a leave of absence.

(h) 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.

(i) Employees who do not return the monthly availability form for two consecutive months will be considered to have voluntarily terminated their employment unless they have worked a High Impact Mandatory, Major or Non-Major Event during that two consecutive month period, except in the situation where an event does not fall within a two-month period.

#### **21.4 Confirmation of Work Schedule**

(a) An employee who is scheduled to work a High Impact Mandatory, 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.

(b) Attendance at the High Impact Mandatory and Major Events is a condition of continued employment. Once confirmed, an employee who does not show up for a High Impact Mandatory Event and/or a Major Event will be disciplined except where a leave of absence has been granted prior to the event as per Article 21.6 or the provisions of Article 21.8 apply.

(c) Once confirmed, an employee who fails to work a shift on a Non-Major Event will be designated as a missed shift unless appropriate leave is granted as per Articles 21.6 or 21.8 prior to the shift. A missed shift will be grounds for discipline.

(d) An employee who designates that they are 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.

(e) Any employee who does not indicate availability for a period of 30 days will be contacted by the Employer requesting availability. An employee must provide their availability form within five working days of being contacted. Failure to respond in a timely manner may be grounds for termination.

### **21.5 Multiple Classifications**

(a) An employee will be able to elect to be placed on the classification seniority list of any and all classifications within their own department via Article 17 and will maintain classification seniority from the date they are a successful applicant.

(b) An employee will be able to elect to be eligible for auxiliary work in classifications in other departments. Employees will notify the Employer of such an election and it will be denoted on the Service Seniority List.

(c) Regardless of what classification seniority lists an employee is on, they shall receive the rate of pay of the classification they actually work.

(d) When scheduling employees by classification, the Employer shall in order:

(1) exhaust the classification seniority list;

(2) exhaust all auxiliary work eligible employees from within the department that can reasonably perform the duties in order of seniority;

(3) exhaust all auxiliary work eligible employees from all other departments that can reasonably perform the duties in order of seniority.

(e) Employees assigned auxiliary work will not be assigned a classification seniority date.

(f) The Employer is not required to offer auxiliary work to an employee who is required to work in a classification in which they have a classification seniority date.

(g) When calling out as per Article 21.1(a), the Employer shall call out classifications in the order they appear in Appendix A by department.

### **21.6 Release from Availability Requirements**

(a) Employees are excused from availability requirements when on approved leave as per the following:

(1) Article 6 - Time Off for Union Business

(2) Article 16 - Training

(3) Article 24 - Vacations

(4) Article 28 - General Leaves of Absence

(b) In addition, employees may be excused for available days, as indicated in 21.3 above, for reasons acceptable to the Employer. The Employer will not unreasonably withhold approval.

### **21.7 Missed Shift**

(a) An employee will be recorded as a missed shift under the following circumstances (except where a leave of absence has been previously approved according to Article 21.6):

(1) Failure to confirm an assignment of work; or

(2) Failure to work a confirmed shift.

(b) Employees may elect to take three Major Events off per season. The employee will be requested

to fill out the appropriate paperwork one month prior to the Event. Requests will be granted at the discretion of the Employer but will not be unreasonably withheld.

(c) An employee who misses a confirmed shift, outside of the three days mentioned above, may be disciplined.

### **21.8 Time Off Between Shifts**

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

If overtime worked results in less than 10 hours before the next scheduled shift, the employee is entitled to either commence their next scheduled shift at the regular time; or 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 their supervisor at the end of the overtime hours of when they will be starting this next shift.

A scheduled shift for the purposes of this provision is a shift that was previously scheduled. In the event the Employer requires unscheduled work the following day there only need be eight hours between the time they finished work and the time they begin the next shift.

### **21.9 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 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 four-hour call.

(c) When a High Impact Mandatory and/or 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.

### **21.10 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 months of this agreement.

### **21.11 Staffing Roster List**

All employees shall be included on a staffing roster list.

### **21.12 Deployment Rotation**

The Employer agrees to station employees in a fair and equitable manner, with the exception of medical

accommodations. Deployment will not be used as a disciplinary action. The Employer reserves the right to deploy employees for the purpose of operational requirements as per Article 3.1(a).

## **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 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.

### **22.4 Pay Periods**

- (a) There will be 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 a.m. to 3:00 p.m. On Major Event days, the paycheques may be picked up after the event and while the office is open.
- (d) An employee has 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 they were or should have been in receipt of the direct deposit.
- (e) The Employer's payroll week is currently Wednesday to Tuesday.

### **22.5 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*.

### **22.6 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.
- (d) An employee may be asked to work at a lower classification and will not be obligated to accept. An employee will not be required to work at a lower classification. Every effort will be made to contact the employee, regarding a change in classification due to operational requirements, one day prior to the event day.

## **22.7 Job Classifications**

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

## **22.8 Minimum Wage**

Notwithstanding the wage schedule in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny.

# **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 hours of overtime on a regularly scheduled workday;
  - (2) double-time for all hours worked in excess of two 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 hours in a day will be overtime rates which shall be at time and one-half for the first two hours and double-time thereafter.
- (d) All hours worked in excess of 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 for the first eight hours and double-time thereafter.
- (e) Where an employee does not have 32 consecutive hours free from work in a week, they will be paid double-time for time worked during the 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 Rest and Meal Periods**

- (a) When an employee is working overtime that does not abut a regular shift, rest and meal periods shall be as per Article 19.2. Any hours worked beyond eight hours from their start time shall have meal periods as per (b) below.
- (b) When an employee works an overtime shift that abuts a regular shift, employees shall receive:
  - (1) a 15-minute paid rest period after completing one and one-half hours of work;
  - (2) a 30-minute paid meal period, and provided with a meal, after completing three hours of work, inclusive of a rest period;
  - (3) a 15-minute paid rest period after completing five and one-half hours of work, inclusive of the rest period and meal period;
  - (4) a 20-minute paid meal period, and provided with a meal, after completing seven hours of work, inclusive of the previous rest and meal periods.
- (c) Rest periods are to be determined by the Employer as dictated by the level of business. In the case that rest and meal periods are not taken during those hours they are added onto the end of the shift.
- (d) Employees shall not work more than eight hours of overtime that abut a regular shift.

### **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 21.9 - 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 hours) shall be compensated for a minimum of three hours at overtime rates.

### **23.8 Rest Interval after Overtime**

The Employer shall make every effort to ensure a rest interval of 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 .....	14% of gross earnings
20 <sup>th</sup> year of employment .....	16% of gross earnings
25 <sup>th</sup> year of employment .....	18% of gross earnings

- (b) "In lieu of payments" are calculated on the gross pay and paid out each pay cycle.
- (c) Employees who have completed probation shall be entitled to unpaid vacation leave equivalent to the respective compensatory rates found in Clause 24.2(a). The Employer shall respond to all vacation leave requests under this article within two weeks of the request being received and approval for requests shall not be unreasonably withheld.
- (d) In the event an employee's request cannot be approved in whole due to operational requirements, the Employer and employee may discuss alterations to the request that may be approved.
- (e) 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 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 10 or more years of service seniority will receive a minimum of two 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.
- (f) Vacation requests must be at least one calendar week in length and blocks of more than two calendar weeks may not be granted during the MLS and CFL season due to operational requirements.
- (g) The percentages list in 24.2(a) above are based upon 2% equaling one calendar week.

ARTICLE 25 - HOLIDAYS

25.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day

Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

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 30 calendar days.

## **25.3 Entitlement**

- (a) Employees who worked 15 or more of the last 30 days are entitled to be paid their total wages divided by the number of days worked.
- (b) Employees who worked less than 15 of the last 30 days are entitled to be paid their total wages divided by 15, excluding overtime.
- (c) Employees who work on a statutory holiday will be paid time and one-half for the first 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 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**

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 - OCCUPATIONAL HEALTH & SAFETY**

## **26.1 Conditions**

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with. First aid attendants, kits and equipment will be supplied in accordance with this section.

## **26.2 Working Environment**

A safe and clean working environment is essential in order to carry out work assignments. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

The Employer will provide health and safety orientation which is necessary for the safe performance of work, the safe use of equipment, and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.

### 26.3 Joint Occupational Health and Safety Committee

The parties agree that the intent of this article is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure.

- (a) A joint health and safety committee will be established and will function pursuant to the regulations of the *Workers Compensation Act*, with equitable union representation.
- (b) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer.
- (c) 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. There shall be an equal number of employer and union employees on the Committee. If either party desires more than four representatives, the Employer and the Union will agree on the number.
- (d) The Committee shall meet in person or virtually. The Employer will provide a room/virtual space.
- (e) 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 Labour/Management Committee.
- (f) 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.

### 26.4 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.

### **26.5 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.

### **26.6 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.

### **26.7 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 their designate, of the nature and circumstances of the accident.

### **26.8 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 \$150 every two years to the 10 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.

### **26.9 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.

### **26.10 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.

### **26.11 Hearing Examinations**

Hearing examinations required pursuant to the *Workers' Compensation Occupational Health and Safety Regulations* shall be conducted during working hours without loss of pay.

### **26.12 Domestic Violence**

The Employer agrees they have a legal responsibility to protect workers from all forms of violence in the workplace including domestic violence that could impact employees in the workplace. As such, policies

and safe work procedures will be developed to increase employee awareness, education and training in the prevention of injury or illness from domestic violence.

### **26.13 Mental Health**

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health. The Employer will support the provision of education and training in Mental Health First Aid for the health and safety representatives including stewards and members of the joint labour management committee. The course will be provided at the Employer's expense and participants shall be given leave to attend with full pay, benefits and without loss of seniority.

## **ARTICLE 27 - EMPLOYEE BENEFITS**

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

- (a) Employees who work 700 or more hours in a six-month period shall be entitled to enrol in the Employer's Dental, Insurance and Vision Care Plans. The Employer will make the benefits forms available to qualified employees.
- (b) The period of eligibility is 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 700 hours or more in these six-month qualification periods shall be entitled to coverage for the following six-month period.
- (c) The Employer shall pay for 85% of all premiums.
- (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 Employee and Family Assistance Program**

- (a) An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided by the Employer. The program will be employer-funded and confidential.
- (b) The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.

### **27.3 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 201;
- Room 228;
- Room 414;
- Room 440.

### **27.4 Provided Food**

- (a) The Employer will provide a wholesome meal on 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 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 calendar weeks from the leave application submission date.
- (d) Leaves will be granted for a maximum of three months unless extenuating circumstances arise. An employee will be requested to apply for further leave if required and such leave will not be unreasonably withheld.

**28.2 Bereavement Leave**

- (a) In the event of death in the immediate family of any employee, the employee shall be entitled to three 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, sibling, same or opposite sex common-law spouse, grandparent, parent-in-law and grandchild.
- (c) The Employer shall grant an additional two 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 26 weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected due date of their pregnancy at least four weeks prior to the expected due date.
- (c) The period of pregnancy leave shall commence no earlier than 11 weeks prior to the expected



due date. An employee may defer their leave on the written advice of their doctor.

### **28.5 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to 62 consecutive weeks without pay. For a birth parent who takes Pregnancy Leave pursuant to Article 28.4 above, the amount of parental leave shall be up to 61 consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees can share the parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) in the case of a pregnant parent, immediately following the conclusion of leave taken pursuant to Article 28.4;
  - (2) in the case of a partner of pregnant parent, following the birth and conclude within the 88-week period after the birth date;
  - (3) in the case of an adoptive parent, within 88 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 months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four 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 pregnancy, 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 pregnancy, 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**

- (a) An employee will be entitled to special unpaid leave in accordance with the following:
  - (1) Birth or adoption of employee's child - five calendar days;
  - (2) Attendance at their formal hearing to attain Canadian citizenship - one calendar day;
  - (3) Employee's marriage - five calendar days.
- (b) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:
  - (1) For employees to seek election in a municipal, provincial, federal, first nation or other Indigenous election for a maximum period of 90 days;
  - (2) For employees elected to a public office for a maximum period of five years.

## **28.9 Election Acts**

An employee will be allowed four 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.

(a) Employees will be permitted to call in sick on five separate occasions in each year and will be recorded as ill if the call is made five hours or more prior to the start time of a confirmed shift. Thereafter in that year, when an employee calls in sick, they will be recorded as a "*missed shift*" unless they provide the Employer with a physician's note verifying that they were ill on the day(s) in question within seven days of the sick call, except in cases of emergency. The physician's note will indicate inability to work and contain a statement whether the employee is fit to return to work.

(b) Calling in sick for a confirmed shift on a High Impact and/or Major Event day with less than seven hours' notice may be recorded as a "*missed shift*" unless the employee provides the Employer with a physician's note, verifying illness or injury on the day in question, within seven days of the sick call or on the next shift worked, except in extenuating circumstances.

(c) An employee off on medical leave will provide an updated physician's note every three months.

(d) Where the Employer requires a physician's note from the employee specifying the employee's illness or injury, or employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the physician's note.

## **28.11 Paid Sick Leave**

All employees are entitled to five employer paid sick leave days per year. The days do not have to be taken consecutively.

You must have worked with your employer for at least 90 days to be eligible for the paid sick days.

## **28.12 Domestic or Sexual Violence Leave**

An employee is entitled to up to five days paid leave and five days of additional unpaid leave to seek medical attention, counselling or legal advice, or to seek new housing if they have experienced domestic or sexual violence.

An employee can take up to 15 weeks of additional unpaid leave. Employees can take intermittent hours, partial or full days. The leave does not have to be taken all at once. There will be no interruption in the accrual of seniority or eligibility for benefits as per Article 27.

For those employees working less than regular full-time hours an average day's pay is calculated by dividing the amount paid or payable in the 30 calendar days before the leave by the number of days worked.

# **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 and Bullying**

(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 and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:

- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
- (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
- (3) is seriously inappropriate and serves no legitimate work-related purpose.

(c) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

(d) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) intimidates, shows hostility, threatens and offends others;
- (2) interferes with a worker's performance;
- (3) otherwise adversely affects others.

### 29.3 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 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 15 days of receipt of the complaint. The General Manager shall within 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 their 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 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.
- (l) A harassment complaint is not a grievance. The complainant must follow this complaint process.

However, any action taken by the Employer as a result of the complaint process may be grieved.

(m) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

(n) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, Union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

## **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 paycheck.

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

- (a) The Employer will provide lockers within the building. Due to heightened security, part-time employees may 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 30 days, during which time employees may claim property. Goods not claimed after 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.
- (d) If no lockers are available, the Employer will provide a secured, monitored area for personal belongings.

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

Where an employee's personal possessions are damaged by a patron while performing their duties, the Employer shall pay current value, up to maximum of \$75 or \$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.

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

### **33.1 Term**

This agreement shall be binding on the parties hereto and shall be effective from February 1, 2024 and remain in effect to midnight January 31, 2027.

### **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, 2026, but in any event not later than midnight January 1, 2027.
- (b) Where no notice is given by either party prior to January 1, 2027, both parties shall be deemed to have been given notice under this section on January 1, 2027.
- (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 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 remain in 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 time 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:**

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Paul Finch

President

Signed by:  
  
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Jason Blackmore

Bargaining Committee Chairperson

Signed by:  
  
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Mary Chew

Bargaining Committee Member

Signed by:  
  
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Michelle DuCharme

Bargaining Committee Member

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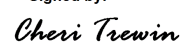
James (Jimmy) Jardine

Bargaining Committee Member

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Adam Scott

Bargaining Committee Member...

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Cheri Trewin

Bargaining Committee Member

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Angela Mahlmann

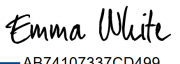
Staff Representative

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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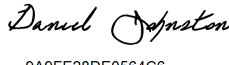
Matilde Theriault

Labour Relations Manager

Signed by:  
  
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Emma White

Human Resources Manager

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Daniel Johnston

General Manager

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Shahbaj Bhatia

Labour Relations Advisor

Date: \_\_\_\_\_



### APPENDIX A Classifications and Hourly Rates of Pay

There will be wage adjustments to the Catering Supervisor, Catering Worker, and Stand Leader. Stock Beer Worker will now be Stock Worker - Special.

Concession Department	Current February 1, 2023	Wage Adjustment February 1, 2024	February 1, 2024 (4% increase)	February 1, 2025 (4% increase)	February 1, 2026 (3% increase)
Concession Bartender	\$21.52	\$21.52	\$22.38	\$23.28	23.98
Stand Leader/Commissary Leader	\$21.51	\$22.07*	\$22.95	\$23.87	24.59
Concession Worker	\$18.37	\$18.37	\$19.10	\$19.86	20.46
Concession Steward	\$19.68	\$19.68	\$20.47	\$21.29	21.93
Concession Vendor (non- alcohol)	\$18.37	\$18.37	\$19.10	\$19.86	20.46
Concession Vendor (alcohol)	\$21.52	\$21.52	\$22.38	\$23.28	23.98
Catering Department	Current February 1, 2023	Wage Adjustment February 1, 2024	February 1, 2024 (4%)	February 1, 2025 (4%)	February 1, 2026 (3%)
Catering Supervisor	\$21.41 (8%)	\$22.69*	\$23.60	\$24.54	25.28
Catering Bartender	\$22.30	\$22.30	\$23.19	\$24.12	24.84
Catering Worker	\$17.56	\$18.03*	\$18.75	\$19.50	20.09
Stock Department	Current February 1, 2023	Wage Adjustment February 1, 2024	February 1, 2024 (4%)	February 1, 2025 (4%)	February 1, 2026 (3%)
Stock Worker	\$20.97	\$20.97	\$21.81	\$22.68	23.36
Stock Worker - Specialized*	\$23.62	\$23.62	\$24.56	\$25.54	26.31
Kitchen Department	Current February 1, 2023	Wage Adjustment February 1, 2024	February 1, 2024 (4%)	February 1, 2025 (4%)	February 1, 2026 (3%)
Sous Chef	\$30.04	\$30.04	\$31.24	\$32.49	33.46
Chef de Partie	\$27.04	\$27.04	\$28.12	\$29.24	30.12
Cook 1	\$24.04	\$24.04	\$25.00	\$26.00	26.78
Kitchen Concession/Culinary	\$20.18	\$20.18	\$20.99	\$21.83	22.48
Kitchen Worker	\$20.38	\$20.38	\$21.20	\$22.05	22.71

*\*Unless otherwise noted*

#### Concession Vendor Commissions

Concession Vendors who are not selling alcohol shall receive a commission based upon sales. In the event a Concession Vendor does not have sales that equate to a commission of at least the rate noted above they shall receive that rate for all hours worked. Standing Vendors shall receive a commission

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of 12%. Roving Vendors shall receive a commission of 16%.

In recognition that vendors who are assigned to sell liquor are not eligible for commissions they shall receive the Concession Bartender Rate for all hours worked.

Wage Increases:

- Year One: 4%
- Year Two: 4%
- Year Three: 3%

These wages are retroactive to February 1, 2024.

### **LETTER OF UNDERSTANDING 1**

The parties recognize that due to the specialized nature of the work performed on the grill/roisserie/deep fryer, employees performing such work will be classified as Kitchen/Concession Culinary. Employees will be offered training for the Kitchen/Concession Culinary seniority order. Once an employee has successfully completed the training they will be reclassified as a Kitchen/Concession Culinary. An employee may elect to revert to their former position and rate of pay, however once such election has been made the Employer will not be required to offer Kitchen/Concession Culinary 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 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**

#### **Catering Department Tips and Administrative Charge (Gratuities)**

**Tips will be distributed as follows:**

- (1) Employees will be entitled to keep 100% of their tips.
  - (a) For Host Bars in Party Rooms (Goalpost, Balcony, and Edgewater) tip distribution shall be as follows:
    - Catering Servers: 70%
    - Catering Bartenders: 30%
  - (b) For In-Seat Service (Club Seats) tip distribution shall be as follows:
    - Catering Workers (Runners, Expeditors): 55%
    - Catering Bartenders: 15%
    - Catering Supervisors: 15%
    - Lounge Kitchens: 15%

- (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 Employer's office after seven days from the event.
- (4) If a credit card or debit card will not take the charges, the employee will not receive the tip.

**Gratuities will be calculated as follows:**

- (1) *Total Gratuities* = Total Administrative Charges x 75%
- (2) *Hourly Gratuities Rate* = Total Gratuities divided by the Total number of eligible hours.
- (3) *Employee's Gratuities* = Hourly Gratuity rate x number of eligible hours worked by each employee.

**Catering Bartender Service Charge (Gratuities)**

- (1) Catering Bartenders will receive the following rate for gratuities:  
The date of ratification - 60% of eligible hours worked x hourly gratuity rate

**Set up day gratuities:**

- (1) Set up days are "*gratuity eligible*" at 50% for any catering member.

**LETTER OF UNDERSTANDING 4**  
**Payroll Deductions**

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

**LETTER OF UNDERSTANDING 5**

The parties agree to establish a Joint Job Description Review Committee within 90 days of ratification. The Committee will consist of all employer and union appointees to the Joint Labour/Management Committee and will review all existing Job Descriptions for accuracy and fairness.

Any and all changes the parties agree to shall be outlined in a memorandum of agreement. In the case of a dispute, it shall be referred to an arbitrator for adjudication.

**LETTER OF UNDERSTANDING 6**

The parties agree that, within 120 days of ratification, they will jointly meet in order to discuss how to manage the 15-30 minutes time allotted for the stewards to speak to new hires during orientation sessions.

**LETTER OF UNDERSTANDING 7**  
**Additional Break Room Space**

The Union acknowledges that the Employer is unable to agree to additional break room space without

first securing the space from the BC Pavilion Corporation.

Therefore, the parties agree that within 120 days of ratification they will jointly meet with the BC Pavilion Corporation to discuss, and potentially secure, additional break room space on Level 2 and Level 3.

### **LETTER OF UNDERSTANDING 8 Concessions Department Tip Line**

The parties agree that a concession tip line will be added to the Concession Department point of sale system as of March 1, 2022. The concession tip line will remain in place during the life of the agreement.

Concession Department Tips will be distributed as follows:

- (1) Tips will be collected on the Point of Sale System.
- (2) At the end of each shift the Employer will pull a report of the tips collected on the Point of Sale system for each concession stand and will compile the data into a spreadsheet. The POS reports and spreadsheet will be shared with the Union, Bargaining Committee and affected employees.
- (3) 5% off the top of all tips collected will be placed into the Kitchen/Warehouse Department Tip Pool.\*
- (4) Bartenders will distribute their tips evenly within each stand by all employees working in that stand.\*\*
- (5) Vendors will distribute their tips evenly within each stand by all employees working in that stand.\*\*
- (6) After tip out to Kitchen Warehouse Department Tip Pool all tips collected will then be distributed evenly to all Concession workers and Stand Leaders working the event.\*\*

\*\*Temporary workers not covered by the collective agreement will be tipped out at a reduced rate of 60%.

\*Kitchen and Warehouse Department Tip and Gratuities Calculation from Catering & Concession Departments:

- (1) Total Gratuities from Catering Department = Total Administrative Charge x 5%
- (2) Total Tip Pool from Concession Department = Total Concession Tips x 5%
- (3) Eligible shift: Must work the event day or one shift in the five days leading up to the event.
- (4) Even distribution of tips/gratuities to all Kitchen and Warehouse employees who worked an eligible shift per event.

### **LETTER OF UNDERSTANDING 9 Income Tax Receipt (T4)**

T4 slips shall be provided electronically by secure payroll portal. Employees may seek assistance from the manager to receive a paper copy of the T4 slip printed on site.

**LETTER OF UNDERSTANDING 10**  
**Lockers and Employee Privacy**

The Union and Employer agree to have ongoing discussions for creating a ticketing process for employees' personal belongings.

**LETTER OF UNDERSTANDING 11**  
**Benefits**

During the life of this agreement, the parties agree to explore options for an improved Basic Medical, Dental Insurance & Vision Care Plan, to be negotiated as part of the next collective agreement.

**LETTER OF UNDERSTANDING 12**  
**Closure**

Should there be a future Force Majeure, Pandemic, or similar unprecedented event, the Employer and Union will meet as soon as possible to discuss mitigating job loss, and any applicable provisions of the collective agreement.