

# **COLLECTIVE AGREEMENT**

**Between**

**HOSPITALITY INDUSTRIAL RELATIONS  
on behalf of  
BURNABY EIGHT (8) RINKS  
A DIVISION OF CANLAN ICE SPORTS CORP.  
(hereinafter referred to as the "Company")**

**and**

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



**November 1, 2013 - October 31, 2017**

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## **PREAMBLE**

The Union and the Company agree that it is mutually beneficial and desirable to promote cordial relations and to set forth herein this agreement concerning working conditions and conditions of employment to be observed between the parties and to provide a method for the orderly adjustment of differences and grievances and also to agree to cooperate fully in the promotion and achievement of the above objectives.

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

## **ARTICLE 1 RECOGNITION**

### 1.01 (a) Exclusive Agent for All Working Conditions

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

### (b) No Individual Contracts

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

### (c) No Employee to be Asked

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

### 1.02 Definition of Employee

The term "employee" as used in and for the purpose of this Agreement shall include all employees at 6501 Sprott Street, Burnaby, BC except office, sales, programming, figure skating and soccer staff, as per the LRB ruling dated November 14, 2001.

### 1.03 Excluded Not to Work

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

- (a) A Manager may relieve for breaks or assist if business becomes unexpectedly busy;
- (b) A shift that is not covered for any reason and, a qualified bargaining unit member is not available to perform the work or shift;

- (c) To assist in the setting up, cleaning up and serving, for and during banquets, where a qualified bargaining unit member is not available to perform the work.

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

#### 1.04 Work Retention and Sub-Contracting

The Company shall not contract out work that is being done by members of the bargaining unit.

### **ARTICLE 2 RESERVATIONS TO MANAGEMENT**

#### 2.01 Company Rights

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

#### 2.02 Subject to the Provision of This Agreement

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

#### 2.03 Reasonable Rules

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

### **ARTICLE 3 UNION SECURITY**

#### 3.01 (a) Deduction of Union Dues

The Company agrees to deduct on a per pay basis, from the earnings of each employee covered by this agreement, upon receipt of an authorization signed by each employee, such sum by way of monthly dues, dues in arrears, fines, and/or assessments, as may be fixed by the Local Union's Constitution and bylaws. The total amount so deducted, with an itemized statement of same in duplicate shall be forwarded to the Union, within fifteen (15) days of said deduction and in the manner provided for in Sub-Section (b) hereof.

(b) Names and Addresses of Employees Deducted

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

(c) Dues Cheque to Local

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

(d) Familiarization of New Employees

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

(e) Union Dues on T-4 Slip

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

3.02 Union Membership is a Condition of Employment

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

3.03 Access by Union Representative

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

### 3.04 Time Off to Handle Grievances

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

### 3.05 Not Required to Sign Further Authorizations

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

### 3.06 Consultation With Chief Steward

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

### 3.07 Union Bulletin Board

The Company will provide a bulletin board by the time clock in the Food and Beverage Office, and the existing practice of posting bulletins in the main time clock area shall continue for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union.

### 3.08 Union Meetings

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

### 3.09 (a) Paid Education Leave

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

UNIFOR Leadership Training Fund  
UNIFOR Canada  
205 Placer Court  
Toronto, ON M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without

pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

(b) Local Union Training and Leave Fund

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

UNIFOR Local 3000  
326 - 12th Street, First Floor  
New Westminster BC V3M 4H6

3.10 Copy of the Agreement

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

**ARTICLE 4 HOURS OF WORK**

4.01 Define

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

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

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

4.02 Shifts

(a) Recognized Shift

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

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

(b) Offer by Seniority

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

(c) **Night Shift Premium**

**Employees in the Repair and Maintenance, Janitorial and Icemaking departments shall receive a premium of eighty five cents (\$0.85) for all hours worked between 11:00 p.m. and 7:00 a.m.**

(d) Shift Backfill

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

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

(e) Casual Worker

Regularly scheduled employees shall not lose hours or otherwise be downgraded as a result of the Employer utilizing the services of a casual worker. A casual worker will only be hired when there are no bargaining unit members available or no casuals that do not regularly appear on the schedule.

The casual help shall be paid the classified rate for the job he/she is hired to perform and shall be scheduled keeping in mind the provisions as set out in 4.02(d) above. Further, a newly hired casual employee shall become a member of the Union as set out in this Collective Agreement.

4.03 (a) Assignment of shifts by seniority

Within departments the Company must offer and assign the longest shifts to employees with the most seniority provided the employees have the ability to

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

(b) Shift Preference and Days Off By Seniority

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

(c) Two Consecutive Days Off

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

4.04 (a) Posting of Hours of Work Schedule

**Departments Other than Food and Beverage**

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

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

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

**Food and Beverage Departments (Kitchen and Lounge)**

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

(b) Schedule Information

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

- employee's name
- classification - job title
- department
- days worked
- days off
- starting and finishing times

(c) Company's Responsibility

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

(d) Copy to Union

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

4.05 Schedule's Integrity

(a) No change to schedule without consent

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

(b) Less Than Eight Hours

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

4.06 Guarantee of Hours

The Company agrees therefore that the hours posted in accordance with 4.04 are guaranteed unless an employee voluntarily absents himself/herself for the shift or any part thereof or unless the Company is forced to shut down his operations, or any part thereof, because of an Act of God (i.e. fire, flood or other natural disaster, etc.).

4.07 Meal Periods

For Seven Hour Shifts

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

4.08 Rest Periods

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

#### 4.09 Minimum Rest Between Shifts

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

#### 4.10 Attend to Personal Business During Meal Breaks

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

#### 4.11 Compressed Work

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

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

### **ARTICLE 5 OVERTIME**

#### 5.01 Premiums

(a) When Premium is Time and One-Half

Hours worked over eight (8) hours in one day or in excess of forty (40) hours per week shall be paid at the rate of time and one half (1 and ½ x).

(b) When Premium is Double Time

Double time (2x) shall be paid for all work in excess of eleven (11) hours in a day or time worked in excess of forty-eight (48) hours in a week, but excluding from the calculation hours worked in excess of eight (8) in a day covered in 5.01(a) above.

(c) Double Time For Hours Worked in Excess of Five Days Worked

Hours worked in excess of five (5) consecutive days regardless of the number of hours worked within the said five (5) day period; in which case Article 5.01(b) shall govern.

5.02 Overtime is Voluntary

The Company agrees that all overtime is voluntary.

5.03 Overtime Distribution

The Company agrees to distribute overtime work in an equitable manner in accordance to an employee's seniority in his/her classification in a department.

5.04 Overtime Banking

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

5.05 Call In From Home to Perform Special Duties

(a) Minimum Overtime pay

An employee who has completed his/her scheduled shift and who is called to work to perform specific duties shall be paid at minimum of two (2) hours pay at the applicable overtime rates. The employee shall only be required to perform the specific call in duties and shall be allowed to leave early without penalty.

(b) Beyond Two Hours

Furthermore, should the specific duties extend beyond two (2) hours, then he/she shall receive four (4) hours at the applicable overtime rates and he/she shall be allowed to leave early without penalty.

5.06 Overtime Allocation - Not an Employee's Responsibility

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

## **ARTICLE 6 VACATIONS**

6.01 Vacation Entitlement and Pay

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

(a) One Year or Less

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

(b) Four Years or More

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

(c) Eight Years or More

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

(d) Fifteen Years or More

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

6.02 Vacation Calculation Period and the Timing of Vacation Pay

(a) Calculated From Date of Hire

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

(b) Paid Out Seven Days Prior

The Company further agrees to pay out vacation pay seven (7) days prior to the commencement of the employee's scheduled vacation.

(c) Vacation Pay on Layoff

An employee at his/her discretion may choose to take vacation pay upon layoff.

6.03 Vacations in Advance of the Employee's Anniversary Date

Subject to the Company's approval as to scheduling, an employee who has completed a minimum of seventy-five percent (75%) of his/her service time requirement in his/her vacation year (i.e. employee anniversary date to employee anniversary date) may arrange to take seventy-five percent (75%) of his/her vacation with a proportional vacation pay in advance of his/her anniversary date.

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

#### 6.04 Vacation Pay on Termination

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

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

#### 6.05 Effect of Stat Holiday During Vacation Period

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

#### 6.06 Effect of Disability Benefits During Vacation Period

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

#### 6.07 No Vacation - No Vacation Pay

No vacation pay shall be paid for vacations not taken.

#### 6.08 Vacation Scheduling

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

Each employee's schedule shall not be altered unless by mutual consent of the Employer and the employee. Employees who do not apply for vacation periods until after April 1st will be fitted into the remaining available vacation times on a "first come, first served" basis. Employees may schedule their vacations a week at a time. The Company agrees to consult with the Area Shop Steward on an ongoing basis to facilitate vacation scheduling. The Employer agrees to advise each employee as to the approval of their vacation application made after April 1st within two (2) weeks of the application.

## **ARTICLE 7 STATUTORY HOLIDAYS**

### 7.01 Qualification for Statutory Holiday Pay

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

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

### 7.02 Payment for Statutory Holidays

#### (a) Designated Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
<b>Family Day</b>	

In addition, any other day proclaimed as a Statutory Holiday by the Provincial or Federal Government.

(b) 40 Hours or More

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

(c) Pay When Holiday Worked

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

(d) Works More Than Regular Scheduled Hours

An employee who works more than his/her regularly scheduled hours shall be paid double time and one-half for all such additional hours worked.

7.03 Stat Holiday During Day Off

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

**ARTICLE 8 GRIEVANCE PROCEDURE**

8.01 Grievance Procedure

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

- (a) Step 1: The employee concerned may in the presence of his/her Steward, submit a grievance in writing (with a brief explanation of the circumstances giving rise to the grievance) within thirty (30) calendar days of the employee's knowledge of the incident or occurrence giving rise to the grievance. The Company supervisor must respond in writing within two (2) calendar days.
- (b) Step 2: Failing satisfactory response in Step 1 and within two (2) calendar days of the Company's written response in Step 1, the Union's grievance representative may submit the grievance to the Department Head who shall render his/her decision within four (4) calendar days, after receipt of the grievance.
- (c) Step 3: Failing settlement at Step 2, and within five (5) calendar days of the Company's written response at Step 2, the Union's grievance committee may submit the grievance to the Company's chief administrative officer who shall

render his/her decision within five (5) calendar days, after receipt of the grievance.

- (d) Step 4: Failing satisfactory settlement at Step 3, and within sixty (60) calendar days of the Company's written response at Step 3, the Union may refer the grievance to arbitration.
- (e) If a grievance is not referred to arbitration as per (d) above within the specified time, the grievance shall be considered abandoned and all rights of recourse to the Grievance Procedure shall be at an end. The abandonment of a grievance shall not prejudice future cases of a similar nature.
- (f) The parties may, by their mutual agreement, agree to extend the above noted time limits.

#### 8.02 Discharge and Other Major Grievances to Step 3

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

#### 8.03 No Technical Error

No technical error or omission will render a grievance inarbitrable.

#### 8.04 Processing of Grievances

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

- (b) Disclosure

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

- (c) No Further Discussion Without Union Consent

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

(d) Grievor Attendance

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

## **ARTICLE 9 ARBITRATION**

### 9.01 Procedure

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

(a) Single Arbitrator

The Parties agree that a single arbitrator shall be used as provided for in the Labour Code of British Columbia Act. Arbitrators shall be rotated in alphabetical order as per the Letter of Understanding between the Parties unless mutually agreed to otherwise.

(b) Award Within Fifteen Days

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

(c) Final and Binding

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

(d) Half the Cost

Each Party shall bear half ( $\frac{1}{2}$ ) the cost of the arbitrator.

(e) No Authority to Amend

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

### 9.02 Alternate Arbitration Procedure

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

- (a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement Dave McPhillips, Vince Ready, Brian Foley or a substitute agreed to by the parties, shall at the request of either party

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

## **ARTICLE 10 DISCIPLINE**

### 10.01 Just and Reasonable Cause

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

### 10.02 Written Reasons

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

### 10.03 Shop Steward Shall be Present

The Company agrees that if the Company chooses to implement written discipline, suspension, or discharge on an employee, the Shop Steward shall be present at any

meeting between the Company and the employee for the purpose of informing the employee of the Company's choice of action.

#### 10.04 Recorded Complaints

(a) Ten Day Time Limit on Complaint

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

(b) Written and Verbal Complaint Cancellations

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

(c) Suspension Cancellations

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

#### 10.05 Freedom of Information

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

#### 10.06 Acknowledge of Discipline

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

#### 10.07 Right to Refuse to Cross Picket Line

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

#### 10.08 Union Button

An employee may wear the Union button without being disciplined.

#### 10.09 No Discipline For Refusing Hours

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

#### 10.10 Garnishees

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

### **ARTICLE 11 HEALTH AND SAFETY AND THE ENVIRONMENT**

#### 11.01 (a) Safety and Health - Responsibility

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

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

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

#### 11.02 Compliance with Health and Safety Legislation

The Company shall comply with all applicable federal, provincial and municipal health and safety legislation and B.C. Workers' Compensation Board regulations.

#### 11.03 Safety Committee

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

#### 11.04 Union Rep to Accompany Inspectors

When an inspection of the operation is made by an inspector authorized to enforce the Workers' Compensation Regulations, the Factories Act, or any act or regulations pertaining to industrial health and safety, a Union representative of the Safety

Committee shall be in the tour, and a copy of the inspector's report shall be made available to the Safety Committee.

#### 11.05 Access to Records

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

#### 11.06 Right To Refuse Dangerous Work

Where an employee has reasonable cause to believe that:

- (a) the use or operation of a machine, device or thing would constitute an imminent threat causing injury or illness;
- (b) a condition exists in any place that would constitute an imminent danger to his/her own safety or health, that employee may refuse to use or operate the machine, device or thing or to work in the operation until such time a determination by the Joint Industrial Health and Safety Committee that an imminent danger does not exist or no longer exists. In the event that the Committee cannot reach a determination within twenty-four (24) hours the opinion of the W.C.B. Prevention Officer shall be final.

#### 11.07 Protective Clothing Supplied

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

#### 11.08 Free of Cost to Employee

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

#### 11.09 Safety Boots and Special Footwear

The Company agrees to reimburse all employees in the classifications of Icemaker, Yard and Building Maintenance, Yard and Building Repair, Janitor and Mechanic, upon proof of purchase, for one pair of C.S.A. approved safety boots per contract year, to a maximum of **one hundred and sixty five (\$165.00)** per year effective November 1, **2014**.

#### 11.10 Washing Facilities

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

11.11 (a) Lunch Room to be Provided

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

(b) Staff Drinks

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

11.12 Clothing Lockers to be Provided

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

11.13 Day of Injury

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

11.14 Day of Mourning

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

11.15 Adequate Ventilation

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

**ARTICLE 12 SENIORITY**

12.01 Definition

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

12.02 Seniority Principle

(a) Job Security and Job Opportunity to Increase

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

based upon his/her length of service with the Company and his/her skill and ability to fulfil the job requirements.

(b) Application of Seniority

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

(c) Probationary Period

Seniority of each employee covered by this Agreement will be established after a probationary period of three (3) calendar months or two hundred fifty (250) hours worked, and backdated to his/her date of hire within the bargaining unit. Should the hours worked not be reached in the calendar time frame, it shall be extended but this extension shall not exceed five (5) calendar months. The purpose of the probationary period is to assess the employee's suitability for long term employment. It is agreed that written assessment reviews will be conducted at least at the mid-point of the probation and given in the presence of a Shop Steward. On the next shift following successful completion of the probationary period, the Company agrees to require the employee to make an RRSP application for membership.

### 12.03 Seniority Lists

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

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

#### 12.04 Seniority Lists - Additional

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

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

#### 12.05 Seniority Will be Maintained and Accumulated

Seniority will be maintained and accumulated during:

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

#### 12.06 Seniority Will be Maintained But Not Accumulated

Seniority will be maintained but not accumulated during:

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

#### 12.07 Seniority Standing will be Cancelled

Seniority standing will be cancelled if an employee:

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

- (f) was continuously absent for three (3) days without permission of the Company, unless the employee was absent for legitimate cause,
- (g) was outside the bargaining unit for more than six (6) months.

#### 12.08 Notice of Layoff

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

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

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

#### 12.09 Layoff Procedure

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

#### 12.10 Recall Procedure

- (a) Employees will be recalled in the inverse order of their layoff by classification.
- (b) Employees will be notified of recall by telephone, telegraph, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall, as described above, but no longer than three (3) working days after receipt of the registered notice, at the last known address, except when by mutual agreement between the Company and the Union failure to report within the specified time limit was unavoidable. Provided however, that an employee shall have the right to decline to return to work if the Company cannot guarantee two (2) full weeks of employment and the employee shall not forfeit his/her seniority standing in such case. A copy of the notice will be given to the Shop Steward or Committeeperson.

#### 12.11 No New Hires During Layoff

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

#### 12.12 Possible Avoidance of Layoff Through Re-distribution of the Available Work

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

### 12.13 Notice of the beginning and End of the Winter Season

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

## **ARTICLE 13 JOB SECURITY RELATED MATTERS**

### 13.01 Operation Closure

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

### 13.02 Successor Status

All rights, privileges, obligations and conditions contained herein shall automatically be assumed by any Company who carries on the business of Burnaby Eight (8) Rinks a Division of Canlan Ice Sports Corp. through the sale, lease, sublease, rental, transfer or assumption into receivership of the business carried on at Burnaby Eight (8) Rinks a Division of Canlan Ice Sports Corp.

### 13.03 Severance Pay

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

## **ARTICLE 14 JOB POSTING AND JOB AWARDS**

### 14.01 Posting

Job posting and on the job training opportunities for positions within the bargaining unit shall be posted for not less than five (5) working days on all Company bulletin boards. The Chief Shop Steward and the Union office shall receive copies of all job postings.

### 14.02 Preference

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

### 14.03 If Employee Not at Work

If an employee is not at work for the following reasons when a job is posted, she/he may apply for the job if she/he does so within seven (7) working days of written notice by the Company being sent to such employee:

- (i) vacation
- (ii) authorized leave of absence
- (iii) absence resulting from accident or illness
- (iv) absence on Workers' Compensation.

#### 14.04 Awarded Job to be Posted

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

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

### **ARTICLE 15 WAGES**

#### 15.01 Wage Schedule

##### (a) Part of This Agreement

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

##### (b) Classified Rate Only

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

#### 15.02 New Job Classifications

##### (a) Negotiation Process

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

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

##### (b) Failure to Agree

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

15.03 Higher Rate

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

15.04 Cashing Out

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

15.05 Wages Every Second Thursday

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

15.06 Advances

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

**ARTICLE 16 HEALTH AND WELFARE**

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

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

16.01 (a) Benefits Defined

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

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

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

Claim coverage	\$2,000
----------------	---------

- (iii) Orthodontic
 

Claim limit	\$2,000
-------------	---------

2. Life Insurance

- |                    |                  |
|--------------------|------------------|
| Spouse coverage    | \$5,000          |
| Dependent children | \$2,500          |
| Employee           | 150% of earnings |

3. Extended Health

Coverage of up to \$400 every two years for vision care; prescription glasses or contact lenses.

4. Short Term Disability – Weekly Income

- (i) Benefit Amount – Sixty-six point seven percent (66.7%) of weekly earnings, to a maximum benefit equal to the Employment Insurance Maximum benefit amount.
- (ii) Qualifying Period – None, if the disability is due to an accident; seven (7) calendar days if the disability is due to an illness.
- (iii) Maximum Benefit Period – seventeen (17) weeks.
- (iv) Termination Age – Age seventy (70) or retirement, whichever is earlier.

(b) Eligibility

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

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

(c) Cost Share

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

- Company 80% of premium
- Employee 20% of premium

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

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

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

16.02 R.R.S.P.

The Company agrees to remit:

**50¢ less than five (5) years to non-probationary employees**  
**60¢ five (5) years of service or more**  
**70¢ ten (10) years of service or more**  
**80¢ fifteen (15) years of service or more**  
**90¢ twenty (20) years of service or more**

for every employee paid actual hours worked to the Union's Group RRSP Plan.

It is a condition of this agreement that no employee shall withdraw funds from the RRSP Plan unless and until the employee leaves the employ of the Company. (Note: This provision covers all employees regardless of hours worked.)

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

16.03 Tuition Reimbursement

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

**ARTICLE 17 LEAVES OF ABSENCE**

17.01 Bereavement Leave

(a) Immediate Family

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

(b) Other Than Immediate Family

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

17.02 Jury Duty

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

17.03 Compassionate Leave

(a) Serious Illness in the Family

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

(b) Unpaid Caregiver Leave

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

(c) Immediate Family Defined

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

(d) Holiday Pay

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

17.04 Leave for Union Business

(a) Delegate Leave

If any employee of the Company should be elected to act as a delegate for the Union, she/he shall be allowed, upon sufficient notification, reasonable leave of absence without pay, for the transaction of Union business; provided that not

more than one (1) employee shall be absent at any one time for every fifteen (15) employees or portion thereof.

(b) Leave For Full Time Union Work

If any employee of the Company should be selected to serve the Union on a full time basis, he/she shall be considered, upon sufficient notification to be on leave of absence, without pay or benefits, for a maximum period of five (5) years. He/she shall be re-employed at the same type of work which he/she performed prior to his/her leave of absence and with seniority accumulated provided that not more than one (1) employee be absent at any one time.

(c) Leave for Collective Bargaining

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

#### 17.05 Parental Leave

(a) Leave Duration

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

(b) Prior to Birth

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

(c) Adoption Other Than New Born

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

(d) Employee to Notify

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

(e) Return To Former Jobs

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

(f) Benefits to be Paid

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

#### 17.06 Personal Leave

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

#### 17.07 Earned Paid Sick Leave

- (a) All employees entitled to sick leave earn paid sick leave at the rate of one (1) day per month.
- (b) In order for an employee to qualify for earned sick pay, he/she must have been employed with the Company for thirty (30) calendar days.
- (c) Where an employee works an average of forty (40) hours per week or more, that employee shall receive eight (8) hours pay for the day where their regular schedule is not covered by Article 4.11 (Compressed Work Week).

Employees working compressed work weeks will receive pay in line with the scheduled hours. The maximum time to be claimed in reference to the twelve (12) days allotted is ninety six (96) hours.

An employee who works less than forty (40) hours per week shall have their sick pay prorated accordingly.

- (d) In any month where an employee takes a sick day, that employee shall not accumulate an additional sick day for that month.
- (e) Unused sick days will be carried over from one calendar year to the next. The maximum number of sick days an employee can accumulate at any time, however, is twelve (12). The Company agrees to provide in writing twice per year, (September 15 and March 15) employees accumulated sick days.

## **ARTICLE 18 NO DISCRIMINATION DUE TO UNION ACTIVITY**

18.01 The parties agree that there shall be no discrimination against any employee by reason of his/her legitimate activities as a member of the Union.

## **ARTICLE 19 HONEST CONDUCT**

19.01 It is expected that employees within and without the bargaining unit will conduct themselves in an honest and straightforward manner.

## **ARTICLE 20 CONTROL OF ABSENTEEISM**

### 20.01 (a) Notification of Absence

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

### (b) Maintenance of Satisfactory Attendance

When an employee demonstrates by his/her attendance record that he/she is unwilling to maintain a satisfactory attendance record, the employee may be disciplined up to and including discharge, through the process of progressive discipline.

### (c) Proof Where There is Doubt

In a case where there is a reasonable cause to doubt that there is a bona fide reason for an employee's absence from work based on illness or injury, the Company is entitled to require a doctor's certificate as proof of sickness or injury. Should the Company require a second medical opinion, the Company shall pay any resulting charge for that medical opinion.

### (d) Confidentiality of Health Information Respected

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

### (e) Times of Medical Information

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

(f) Unable to Maintain Satisfactory Attendance

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

## **ARTICLE 21 APPROPRIATE MODE OF DRESS**

### 21.01 Reasonable Mode

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

The Food and Beverage Department will supply pants to cooks in the following manner – Full Time, two (2) pairs; Part Time, one (1) pair. The pants will be replaced on an “as needed” basis as determined by the Employer.

### 21.02 Uniforms

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

## **ARTICLE 22 - WORKPLACE HARASSMENT AND DISCRIMINATION**

### 22.01 Human Rights and Harassment

The Company and the Union agree that discrimination and/or harassment of any employee because of colour, race, creed, national origin, religion, age, marital status, sex, sexual orientation, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

### 22.02 Sexual Harassment Definition

Sexual harassment means any repeated and/or unwelcomed words or actions made by a person who knows or ought to know it is unwelcome and includes but not limited to the following:

- a) Unnecessary touching or patting
- b) Suggestive remarks or other verbal abuse
- c) Leering at a person's body
- d) Compromising invitations

- e) Demands for sexual favours
- f) Physical assault
- g) Stalking
- h) Displaying of pornographic material

#### 22.03 Procedure

A complainant may either initiate a grievance as per the grievance procedure of the Collective Agreement or file a written complaint with the General Manager or his/her designate and the president of the Local Union and have a copy delivered to the alleged harasser.

#### 22.04 Investigation in Confidence

The Parties agree that in the event of a written signed complaint of sexual harassment it will be investigated thoroughly by both parties jointly in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

#### 22.05 Authority of Arbitrator

An Arbitrator or Arbitration Board hearing a complaint or grievance under this article concerning an employee(s) shall have the authority to:

- a) Dismiss the grievance or complaint;
- b) Determine the appropriate discipline up to and including dismissal;
- c) Decide that the alleged harasser be transferred, demoted, or decides to impose other terms or conditions necessary to provide final conclusive settlement of the grievance.
- d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify, or amend the Collective Agreement in any respect.

#### 22.06 Effect of Transfer

Where sexual harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

#### 22.07 Further Action not Prohibited

Nothing in this article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of sexual harassment, including but not limited to hearing a Human Rights Complaint.

## 22.08 Women Working at Night

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

## **ARTICLE 23 GENERAL PROVISIONS**

### 23.01 Working Conditions Maintained

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

### 23.02 Deductions and Assignments

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

### 23.03 **Food and Beverage Department** - No Authority Over Gratuity

- (a) The Company agrees that management has no authority over an employee's gratuity. Further, the Company agrees to honour a gratuity arrangement as decided by the majority of the employees.
- (b) As a matter of course, a fifteen percent (15%) gratuity shall be applied to all functions save and except birthday parties, children's programs and youth sports wind-up parties and programs.
- (c) Function Gratuity Disbursement
  - i) Scope

Employees who work and/or prepare for an Burnaby 8 Rinks function shall have, based on pro-rated hours work, access to all of the gratuities collected by the Company for the specific function. This includes bartenders unless the bartender is involved with a cash and carry bar. Under the circumstances of a cash and carry bar the bartender

employees shall have complete access to the tips collected in the tip glass only.

ii) Collection And Disbursement

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

iii) Administration

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

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

#### 23.04 Cash Float

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

#### 23.05 Union House Card

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

#### 23.06 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Company to attend a staff meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week.
- (c) Where an employee is requested by the Company to attend a staff meeting during his/her regular days off, the employee shall be compensated at his/her regular hourly rate for the time spent in such meeting.

#### 23.07 Employee Responsibility to Maintain Current Address

It is the responsibility of the employee to maintain a current mailing address and current phone number with the Union and the Company for purposes of all notices.

Such information is confidential, however, the Union, upon request, will be provided with this information.

#### 23.08 Employees Required to Drive Zambonis

Employees required to drive the Zamboni shall be issued gloves every three months at no cost to the employee.

#### 23.09 Liquor Consumption in the Dressing Room

The Company agrees that employees within the bargaining unit are not expected or required to enforce the house rules of no consumption of liquor within the dressing rooms.

#### 23.10 Graveyard is Voluntary and Security for Graveyard Employees

If a graveyard shift is implemented it shall be voluntary and staffed with either a minimum of two (2) employees or a single employee with the backup of a portable phone.

The Employer's policy of having the building cleared of guests before the Manager on Duty leaves shall continue except under unusual circumstances.

#### 23.11 Uniforms

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

### **ARTICLE 24 TECHNOLOGICAL CHANGE**

#### 24.01 Definition

The Parties are agreed that "technological change" means:

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

#### 24.02 Technological Change - Introduction

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

- (a) affects the terms, conditions or security of employment of any employee;

or

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

#### 24.03 Data to be Provided

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

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

#### 24.04 Notice of Employees Affected

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

#### 24.05 Consultation

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

#### 24.06 Reduction In Number of Employees as a Result of Technological Change

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

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

#### 24.07 Retraining

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

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

### **ARTICLE 25 COST OF LIVING ALLOWANCE**

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

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

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

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

COLA payments will be quarterly according to the following schedule:

Adjustment Dates:	Comparison Periods:
February 2005	October 2005 to December 2005
February 2006	October 2006 to December 2006

#### Formula

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

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

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

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

## **ARTICLE 26 RENEWAL AND TERMINATION**

### 26.01 (a) Duration

This Agreement shall be for the period from and including **November 1, 2013 to and including October 31, 2017**. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the British Columbia Labour Relations Code.

### (b) Agreement Continues

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

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

## **ARTICLE 27 NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 28 DEFINITIONS AND JOB DESCRIPTIONS**

### 28.01 Time Span References

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

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

## 28.02 Job Descriptions

The Company and the Union agree to set up a committee to meet at mutually agreeable times to develop job descriptions with respect to the classifications contained in this Agreement.

## **ARTICLE 29 COMMUNICATIONS COMMITTEE MEETINGS**

29.01 In order to maintain a constructive bargaining relationship between the Parties during the life of this agreement, a communications committee shall be established between the Shop Stewards' Committee and Management to discuss matters of mutual concern not directly related to the grievance and arbitration provisions contained in the Collective Agreement.

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

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

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 AT \_\_\_\_\_, BRITISH COLUMBIA.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION:

\_\_\_\_\_  
Kevin Woolliams  
On behalf of H.I.R.

\_\_\_\_\_  
Jean Van Vliet  
President, UNIFOR Local 3000

\_\_\_\_\_  
Rob Stare, General Manager

\_\_\_\_\_  
Sandra Marken, UNIFOR Committee Member

\_\_\_\_\_  
Mark Reynolds, VP,  
Canlan Ice Sports Corp.

\_\_\_\_\_  
Mahyar Khalilipour, UNIFOR Committee  
Member

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Darren Aussem, Operations Manager

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Stacy Wakfer, UNIFOR Committee Member

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Terry Hansen, Food and Beverage  
Manager

---

Gavin Davies  
UNIFOR National Representative

**APPENDIX A WAGES**

<b>CANLAN SPORTS – BURNABY 8 RINKS</b>				
<b>WAGE INCREASES</b>				
<b>Position</b>	<b>January 24/14</b>	<b>November 1/14</b>	<b>November 1/15</b>	<b>November 1/16</b>
Head Icemaker	<b>23.78</b>	<b>25.30</b>	<b>26.30</b>	<b>26.82</b>
Ice Maker With Ticket	<b>22.81</b>	<b>23.43</b>	<b>24.29</b>	<b>24.78</b>
Ice Maker Non-Ticket	<b>20.34</b>	<b>20.70</b>	<b>21.01</b>	<b>21.43</b>
Utility Maintenance	<b>22.81</b>	<b>23.43</b>	<b>24.29</b>	<b>24.78</b>
Machine Maintenance	<b>25.53</b>	<b>25.92</b>	<b>26.30</b>	<b>26.82</b>
Head Janitor	<b>19.81</b>	<b>20.70</b>	<b>21.01</b>	<b>21.43</b>
Janitor	<b>18.37</b>	<b>18.72</b>	<b>19.00</b>	<b>19.38</b>

New employees in the classifications listed above shall be paid ten percent (10%) less during their probation period.

The scales below reflect regular increases that employees become eligible for based on actual hours worked.

<b>Bartender</b>		
<b>0 to 500 hours</b>	<b>11.50</b>	
<b>501 to 1000 hours</b>	<b>11.75</b>	
<b>1001 to 1500 hours</b>	<b>12.00</b>	
<b>1501 to 2000 hours</b>	<b>12.25</b>	
<b>2001 hours to 2500 hours</b>	<b>12.50</b>	
<b>2501 + hours</b>	<b>14.45</b>	<b>May 1, 2014</b>
<b>2501 + hours</b>	<b>14.59</b>	<b>November 1, 2016</b>

All employees in the Bartender classification on the date of ratification will maintain their existing wage rate.

<b>Server</b>		
<b>0 to 500 hours</b>	<b>11.50</b>	
<b>501 to 1000 hours</b>	<b>11.75</b>	
<b>1001 to 1500 hours</b>	<b>12.00</b>	
<b>1501 to 2000 hours</b>	<b>12.25</b>	
<b>2001 hours to 2500 hours</b>	<b>12.50</b>	
<b>2501 + hours</b>	<b>14.01</b>	
<b>2501 + hours</b>	<b>14.15</b>	<b>May 1, 2014</b>
<b>2501 + hours</b>	<b>14.29</b>	<b>November 1, 2016</b>

All employees in the Server classification on the date of ratification will maintain their existing wage rate.

<b>Cashier</b>		
<b>0 to 500 hours</b>	<b>11.50</b>	
<b>501 to 1000 hours</b>	<b>11.75</b>	
<b>1001 to 1500 hours</b>	<b>12.00</b>	
<b>1501 to 2000 hours</b>	<b>12.25</b>	
<b>2001 hours to 2500 hours</b>	<b>12.50</b>	
<b>2501 + hours</b>	<b>14.59</b>	
<b>2501 + hours</b>	<b>14.74</b>	<b>May 1, 2014</b>
<b>2501 + hours</b>	<b>14.88</b>	<b>November 1, 2016</b>

All employees in the Cashier classification on the date of ratification will maintain their existing wage rate.

<b>First Cook</b>		
<b>0 to 500 hours</b>	<b>14.50</b>	
<b>501 to 1000 hours</b>	<b>14.75</b>	
<b>1001 to 1500 hours</b>	<b>15.00</b>	
<b>1501 to 2000 hours</b>	<b>15.25</b>	
<b>2001 hours to 2500 hours</b>	<b>15.50</b>	
<b>2501 + hours</b>	<b>16.88</b>	
<b>2501 + hours</b>	<b>17.05</b>	<b>May 1, 2014</b>
<b>2501 + hours</b>	<b>17.22</b>	<b>November 1, 2016</b>

All employees in the First Cook classification on the date of ratification will maintain their existing wage rate.

<b>Second Cook</b>		
<b>0 to 500 hours</b>	<b>13.00</b>	
<b>501 to 1000 hours</b>	<b>13.25</b>	
<b>1001 to 1500 hours</b>	<b>13.50</b>	
<b>1501 to 2000 hours</b>	<b>13.75</b>	
<b>2001 hours to 2500 hours</b>	<b>14.00</b>	
<b>2501 + hours</b>	<b>15.24</b>	
<b>2501 + hours</b>	<b>15.39</b>	<b>May 1, 2014</b>
<b>2501 + hours</b>	<b>15.55</b>	<b>November 1, 2016</b>

All employees in the Second Cook classification on the date of ratification will maintain their existing wage rate.

<b>Dishwasher/Busperson</b>		
<b>0 to 500 hours</b>	<b>11.00</b>	
<b>501 to 1000 hours</b>	<b>11.25</b>	
<b>1001 to 1500 hours</b>	<b>11.50</b>	
<b>1501 to 2000 hours</b>	<b>11.75</b>	
<b>2001 hours to 2500 hours</b>	<b>12.00</b>	
<b>2501 + hours</b>	<b>12.52</b>	
<b>2501 + hours</b>	<b>12.65</b>	<b>May 1, 2014</b>
<b>2501 + hours</b>	<b>12.77</b>	<b>November 1, 2016</b>

All employees in the Dishwasher/Busperson classification on the date of ratification will maintain their existing wage rate.

<b>Sport Shop Assistant</b>		
<b>0 to 500 hours</b>	<b>14.00</b>	
<b>501 to 1000 hours</b>	<b>14.25</b>	
<b>1001 to 1500 hours</b>	<b>14.50</b>	
<b>1501 to 2000 hours</b>	<b>14.75</b>	
<b>2001 hours to 2500 hours</b>	<b>15.00</b>	
<b>2501 + hours</b>	<b>16.43</b>	
<b>2501 + hours</b>	<b>16.59</b>	<b>May 1, 2014</b>
<b>2501 + hours</b>	<b>16.76</b>	<b>November 1, 2016</b>

All employees in the Sport Shop Assistant classification on the date of ratification will maintain their existing wage rate.

**LETTER OF UNDERSTANDING #1**

between  
HOSPITALITY INDUSTRIAL RELATIONS  
on behalf of  
BURNABY EIGHT (8) RINKS A DIVISION OF CANLAN ICE SPORTS CORP.  
and  
UNIFOR LOCAL 3000

RE: - REIMBURSEMENT FOR REFRIGERATION OPERATOR'S COURSE

The Company agrees to reimburse Ice Makers fifty percent (50%) of the costs after achieving a successful passing mark of the Refrigeration Operator's Course and the Certificate of Competency of the Power Engineers and Boiler and Pressure Vessel Safety Act of the 5th Class Power Engineers Refrigeration Certificate.

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

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

This Letter of Understanding applies to:

Head Icemen  
Icemen

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 AT \_\_\_\_\_, BRITISH COLUMBIA.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION:

\_\_\_\_\_  
Kevin Woolliams  
On behalf of H.I.R.

\_\_\_\_\_  
Jean Van Vliet  
President, UNIFOR Local 3000

\_\_\_\_\_  
Rob Stare, General Manager

\_\_\_\_\_  
Sandra Marken, UNIFOR Committee Member

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Mark Reynolds, VP,  
Canlan Ice Sports Corp.

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Mahyar Khalilipour, UNIFOR Committee  
Member

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Darren Aussem, Operations Manager

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Stacy Wakfer, UNIFOR Committee Member

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Terry Hansen, Food and Beverage  
Manager

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Gavin Davies  
UNIFOR National Representative

**LETTER OF UNDERSTANDING #2**

**Between**

**HOSPITALITY INDUSTRIAL RELATIONS**

**on behalf of**

**BURNABY EIGHT (8) RINKS A DIVISION OF CANLAN ICE SPORTS CORP.**

**And**

**UNIFOR LOCAL 3000**

RE: - RECONSTRUCTION WORK

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

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 AT \_\_\_\_\_, BRITISH COLUMBIA.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION:

\_\_\_\_\_  
Kevin Woolliams  
On behalf of H.I.R.

\_\_\_\_\_  
Jean Van Vliet  
President, UNIFOR Local 3000

---

Rob Stare, General Manager

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Sandra Marken, UNIFOR Committee Member

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Mark Reynolds, VP,  
Canlan Ice Sports Corp.

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Mahyar Khalilipour, UNIFOR Committee  
Member

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Darren Aussem, Operations Manager

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Stacy Wakfer, UNIFOR Committee Member

---

Terry Hansen, Food and Beverage  
Manager

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Gavin Davies  
UNIFOR National Representative

## LETTER OF UNDERSTANDING #3

Between

**HOSPITALITY INDUSTRIAL RELATIONS**

on behalf of

**BURNABY EIGHT (8) RINKS A DIVISION OF CANLAN ICE SPORTS CORP.**

And

**UNIFOR LOCAL 3000**

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

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

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

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

It is understood that a job posting shall normally only occur when a position is either vacated by another employee or is created by the Employer and that such job posting

does not affect the application of the “maximization” language as set out in the collective agreement. That is to say that where employees can receive additional shifts and/or hours to maximize their total hours of work, employees currently available in classifications and departments shall have their hours and shifts maximized before a job is posted.

3. Where an employee exercises their seniority as set in the foregoing, it is understood that the employee who is responding to the job posting does so only for the hours and days spelled out in the job posting.
4. An employee may not apply for a job in another classification or department and carry their seniority to that new classification or department and displace or, result in a loss of hours for junior workers in that classification or department as a result of being declared the successful candidate.

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

5. An employee can apply for a vacancy, provided that the vacancy does not conflict with the applicant’s hours of work in the department or classification where they normally work. Where arrangements can be made to reasonable accommodate an employee in this regard that enables them to accept such a position, those accommodations shall be made pursuant to the Committee language set out below.
6. It is understood that while an employee holds their seniority from date of hire, an employee may not displace or reduce another employee’s hours of work in another department or classification for any reason other than layoffs, departmental closures or matters of operational restructuring.
7. Vacant jobs posted are open to all employees and the successful applicant shall be deemed as per the language as set out at Article 12.02 of this Collective Agreement.
8. The parties agree that all of the foregoing is to enable employees to post for vacant hours and shifts that may become available in other departments and classifications in order to maximize their hours of work, without negatively impacting on other members of the bargaining unit or the Employer.
9. To facilitate this Letter of Understanding the parties agree to strike a “Scheduling Committee” that shall meet two (2) times per year once in September at the beginning of the winter season and in May at the beginning of the summer season prior to the drawing up of the core block schedules for these seasons. The Committee shall review the construction of new work schedules as it relates to the Collective Agreement and the application of the Letter of Understanding.
10. The Committee will also discuss job postings when they are required by the Employer and review applicants who may apply for job postings to ensure that reasonable arrangements can be made for employees who apply and wish to work in more than one (1) department and/or classification.

- 11. Where reasonable arrangements can be made to accommodate the successful applicant they shall be made. Otherwise, the employee may choose to forfeit their seniority in their current department to accept the vacancy as posted or decline whereby the Employer shall choose the next suitable employee to fill the vacancy.
- 12. The Scheduling Committee shall meet as set out above or more or less frequent as agreed to by the parties, provided that the provisions of the collective agreement and this Letter of Understanding remain intact and in full force and effect.

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

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 AT \_\_\_\_\_, BRITISH COLUMBIA.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION:

\_\_\_\_\_  
Kevin Woolliams  
On behalf of H.I.R.

\_\_\_\_\_  
Jean Van Vliet  
President, UNIFOR Local 3000

\_\_\_\_\_  
Rob Stare, General Manager

\_\_\_\_\_  
Sandra Marken, UNIFOR Committee Member

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Mark Reynolds, VP,  
Canlan Ice Sports Corp.

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Mahyar Khalilipour, UNIFOR Committee  
Member

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Darren Aussem, Operations Manager

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Stacy Wakfer, UNIFOR Committee Member

---

Terry Hansen, Food and Beverage  
Manager

---

Gavin Davies  
UNIFOR National Representative

## LETTER OF UNDERSTANDING #4

Between

HOSPITALITY INDUSTRIAL RELATIONS

on behalf of

BURNABY EIGHT (8) RINKS A DIVISION OF CANLAN ICE SPORTS CORP.

And

UNIFOR LOCAL 3000

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

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

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

7. For those employees who volunteer as set out at Points 3, 5 and 6, employees may choose four (4) or five (5) hour shifts based on their seniority.

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

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 AT \_\_\_\_\_, BRITISH COLUMBIA.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION:

\_\_\_\_\_  
Kevin Woolliams  
On behalf of H.I.R.

\_\_\_\_\_  
Jean Van Vliet  
President, UNIFOR Local 3000

\_\_\_\_\_  
Rob Stare, General Manager

\_\_\_\_\_  
Sandra Marken, UNIFOR Committee Member

\_\_\_\_\_  
Mark Reynolds, VP,  
Canlan Ice Sports Corp.

\_\_\_\_\_  
Mahyar Khalilipour, UNIFOR Committee  
Member

\_\_\_\_\_  
Darren Aussem, Operations Manager

\_\_\_\_\_  
Stacy Wakfer, UNIFOR Committee Member

\_\_\_\_\_  
Terry Hansen, Food and Beverage  
Manager

\_\_\_\_\_  
Gavin Davies  
UNIFOR National Representative

**LETTER OF UNDERSTANDING #5**

Between

HOSPITALITY INDUSTRIAL RELATIONS

on behalf of

BURNABY EIGHT (8) RINKS A DIVISION OF CANLAN ICE SPORTS CORP.

And

UNIFOR LOCAL 3000

RE: - SOCIAL JUSTICE FUND

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

The Company agrees to forward the contribution to:

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

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

UNIFOR-SOCIAL JUSTICE FUND  
205 Placer Court, North York  
Willowdale, Ontario M2H 3H9

The same information will be forwarded to the Local.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 AT \_\_\_\_\_, BRITISH COLUMBIA.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION:

\_\_\_\_\_  
Kevin Woolliams  
On behalf of H.I.R.

\_\_\_\_\_  
Jean Van Vliet  
President, UNIFOR Local 3000

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Rob Stare, General Manager

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Sandra Marken, UNIFOR Committee Member

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Mark Reynolds, VP,  
Canlan Ice Sports Corp.

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Mahyar Khalilipour, UNIFOR Committee  
Member

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Darren Aussem, Operations Manager

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Stacy Wakfer, UNIFOR Committee Member

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Terry Hansen, Food and Beverage  
Manager

---

Gavin Davies  
UNIFOR National Representative

**LETTER OF UNDERSTANDING #6**

Between

HOSPITALITY INDUSTRIAL RELATIONS

on behalf of

BURNABY EIGHT (8) RINKS A DIVISION OF CANLAN ICE SPORTS CORP.

And

UNIFOR LOCAL 3000

RE: LUMP SUM PAYMENTS

Employees in the Head Cook classification on the date of ratification will maintain their existing wage rate and classification. Based on current market conditions the Company does not intend to rehire the Head Cook position should this classification be vacated.

All Food and Beverage and Sport Shop employees hired prior to July 31, 2014 and actively employed on November 1, 2014, will receive a lump sum based on ten cents (\$0.10) for all hours worked from October 31, 2013 to October 30, 2014.

All Food and Beverage and Sport Shop employees hired prior to July 31, 2014 and actively employed on November 1, 2015, will receive a lump sum based on fifteen cents (\$0.15) for all hours worked from October 31, 2014 to October 30, 2015.

All Food and Beverage employees who have completed two (2) years of service as of December 31, 2014 will receive a payment of eighty dollars (\$80.00) in the last pay period of January 2015 provided they have averaged thirty (30) hours per week for the last nine (9) pay periods prior to December 31, 2014.

All Food and Beverage employees who have completed two (2) years of service as of December 31, 2016 will receive a payment of eighty dollars (\$80.00) in the last pay period of January 2017 provided they have averaged thirty (30) hours per week for the last nine (9) pay periods prior to December 31, 2016.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014 AT \_\_\_\_\_, BRITISH COLUMBIA.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION:

\_\_\_\_\_  
Kevin Woolliams  
On behalf of H.I.R.

\_\_\_\_\_  
Jean Van Vliet  
President, UNIFOR Local 3000

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Rob Stare, General Manager

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Sandra Marken, UNIFOR Committee Member

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Mark Reynolds, VP,  
Canlan Ice Sports Corp.

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Mahyar Khalilipour, UNIFOR Committee  
Member

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Darren Aussem, Operations Manager

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Stacy Wakfer, UNIFOR Committee Member

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Terry Hansen, Food and Beverage  
Manager

---

Gavin Davies  
UNIFOR National Representative