

# COLLECTIVE AGREEMENT

---

OCTOBER 1, 2018 – SEPTEMBER 30, 2022



VANCOUVER ARENA LIMITED PARTNERSHIP,  
AQUILINI FOOD SERVICES LIMITED PARTNERSHIP

AND



better together

SERVICE, HEALTH, MANUFACTURING AND ALLIED  
WORKERS UNION, CLAC LOCAL 501

# TABLE OF CONTENTS

<b>Article 1.0</b>	<b>RECOGNITION</b>	<b>1</b>
1.1	Union Recognition	1
1.2	Union Referral	1
<b>Article 2.0</b>	<b>MANAGEMENT'S RIGHTS</b>	<b>2</b>
2.1	Management Rights Defined	2
2.2	Conduct of Employees	2
2.3	Personal Appearance	2
2.4	Training Program	3
<b>Article 3.0</b>	<b>STATEMENT OF PRINCIPLES</b>	<b>3</b>
3.1	Purpose	3
3.2	Adhere to Terms	4
<b>Article 4.0</b>	<b>INTERPRETATION</b>	<b>4</b>
<b>Article 5.0</b>	<b>UNION SECURITY</b>	<b>4</b>
5.1	Union Membership	4
5.2	Membership Responsibilities	4
5.3	Individual Agreements Prohibited	4
5.4	Union Stewards	5
5.5	Elected to Union Office	6
5.6	Union Leave of Absence	6
<b>Article 6.0</b>	<b>PROBATIONARY PERIOD FOR NEW EMPLOYEES</b>	<b>6</b>
<b>Article 7.0</b>	<b>HARASSMENT/DISCRIMINATION</b>	<b>7</b>
7.1	Harassment and Discrimination	7
7.2	Human Rights Code	7
7.3	Union Activity	7
<b>Article 8.0</b>	<b>DEDUCTION OF UNION DUES</b>	<b>7</b>
8.1	Check Off	7
8.2	Remittances	8
8.3	Payroll Schedule	8
<b>Article 9.0</b>	<b>HOURS OF WORK/SCHEDULING</b>	<b>8</b>
9.1	Minimum Shift	8
9.2	Change of Work Schedules	9
9.3	Work Schedules	9
9.4	Days Off	9
9.5	Full Time Scheduling	10
9.6	Part Time Event Scheduling	10
9.7	Adding Available Part Time Event Staff	10
9.8	Availability	10
9.9	Access to Pool A from Pool B defined	11
9.10	Split Shifts	12
<b>Article 10.0</b>	<b>CONTRACTING OUT</b>	<b>13</b>
10.1	Availability Shortage for Hockey, Concerts and Other Events	13
10.2	Contractual/Risk/Other Circumstances	13

10.3	Staffing Levels	13
<b>Article 11.0</b>	<b>SENIORITY</b>	<b>13</b>
11.1	Company Seniority	13
11.2	Classification Seniority	13
11.3	Seniority Dates	13
11.4	Seniority Rights Defined	14
11.5	Seniority Lists	14
11.6	Promotions and Vacancies	14
11.7	Job Postings	14
11.8	Loss of Seniority	15
<b>Article 12.0</b>	<b>LAYOFF</b>	<b>15</b>
12.1	Layoff and Recall	15
12.2	Bumping	15
12.3	Severance Pay	15
<b>Article 13.0</b>	<b>TECHNOLOGICAL CHANGE</b>	<b>15</b>
<b>Article 14.0</b>	<b>ABSENCE FROM WORK – PART TIME EVENT STAFF</b>	<b>16</b>
14.1	Excused Shift	16
14.2	Cancelled Shift/Emergency Leave	16
14.3	Unexcused Absence	16
<b>Article 15.0</b>	<b>DISCIPLINE AND DISCHARGE</b>	<b>17</b>
<b>Article 16.0</b>	<b>EMPLOYEE RECORDS, NOTICES, INDEMNITY</b>	<b>17</b>
16.1	Access to Personnel File	17
16.2	Legal Action	17
16.3	Notification	17
<b>Article 17.0</b>	<b>FULL TIME EMPLOYEE BENEFITS</b>	<b>18</b>
17.1	Payment of Premiums	18
17.2	Benefit Plans	18
<b>Article 18.0</b>	<b>OVERTIME</b>	<b>19</b>
<b>Article 19.0</b>	<b>STATUTORY HOLIDAYS</b>	<b>19</b>
<b>Article 20.0</b>	<b>VACATIONS</b>	<b>20</b>
20.1	Payment of Vacation Pay with Less than One Year	20
20.2	Annual Vacation Entitlement	20
20.3	Vacation Schedules	21
20.4	Payment of Vacation Pay	22
20.5	Vacation Carry Over	22
20.6	Banking of Statutory Holiday Pay	22
<b>Article 21.0</b>	<b>BREAKS</b>	<b>23</b>
21.1	Rest Periods	23
21.2	Lunch Periods	23
<b>Article 22.0</b>	<b>NO STRIKE, NO LOCKOUT</b>	<b>23</b>
22.1	Work Interruptions Prohibited	23
22.2	Recognition of Legal Picket Line	24

<b>Article 23.0</b>	<b>GENERAL LEAVES OF ABSENCE</b>	<b>24</b>
23.1	Maternity Leave	24
23.2	Parental Leave	25
23.3	Bereavement Leave	25
23.4	Compassionate Care Leave	25
23.5	Jury Leave	26
23.6	Leave to Appear as a Witness	26
23.7	Personal/Holiday Leave	26
23.8	Sick Leave	26
<b>Article 24.0</b>	<b>UNION AUTHORIZATION</b>	<b>26</b>
24.1	Visits	26
24.2	Bulletin Boards	27
24.3	Communications	27
<b>Article 25.0</b>	<b>GRIEVANCE PROCEDURES</b>	<b>27</b>
<b>Article 26.0</b>	<b>ARBITRATION</b>	<b>29</b>
26.1	Notice of Arbitration	29
26.2	Appointment of Arbitrator	29
26.3	Authority of Arbitrator	29
26.4	Payment of Expenses	29
26.5	Effect of Decision	29
26.6	Retroactivity	29
<b>Article 27.0</b>	<b>EXPEDITED SETTLEMENT OF DISPUTES</b>	<b>30</b>
<b>Article 28.0</b>	<b>COMMITTEES</b>	<b>32</b>
28.1	Union/Management Committees	32
28.2	Health and Safety Committee	32
28.3	Principles of Co-operation	32
<b>Article 29.0</b>	<b>UNIFORMS</b>	<b>32</b>
<b>Article 30.0</b>	<b>MEDICAL ISSUES</b>	<b>33</b>
<b>Article 31.0</b>	<b>HEALTH &amp; SAFETY</b>	<b>33</b>
<b>Article 32.0</b>	<b>WAGES AND CONTRIBUTION TO HEALTH AND WELFARE PLAN</b>	<b>34</b>
<b>Article 33.0</b>	<b>EXPIRATION AND RENEWAL</b>	<b>35</b>
<b>Appendix “A”</b>	<b>WAGE RATES</b>	<b>37</b>
	Minimum Wage	38
	Probationary Wage Rate	38
	Shift Differential	39
	Union Education and Training Fund	39
	Security Certification Bonus	39
<b>Appendix “B”</b>	<b>HEALTH AND WELFARE</b>	<b>39</b>
<b>Appendix “C”</b>	<b>INFORMATIONAL LISTING</b>	<b>40</b>
<b>Appendix “D”</b>	<b>AVAILABILITY REQUIREMENTS EXCEPT CONVERSIONS</b>	<b>41</b>
<b>Appendix “E”</b>	<b>AVAILABILITY REQUIREMENTS FOR CONVERSIONS</b>	<b>42</b>

<b>Appendix “F” SECURITY, HOSTS, EVENT HOUSEKEEPERS, PRE/POST</b>		
	<b>EVENT HOUSEKEEPERS, CONVERSIONS</b>	<b>43</b>
F9.6	Part-Time Event Scheduling	43
F11.2	Classification Seniority	43
F11.4	Seniority Rights Defined	43
F18	Overtime	43
F29	Uniforms	44
<b>Appendix “G” HOSPITALITY DIVISION</b>		<b>45</b>
G9.6	Part-Time Event Scheduling	45
G11.2	Classification Seniority	45
G11.4	Seniority Rights Defined	45
G18	Overtime	45
GRATUITIES		46
	Catering	46
	Clubs and Restaurants	47
	CSE Sponsored Functions	47
	Executive/Hospitality Suits	48
	Quick Service Bartenders	48
<b>MOU</b>	Banking Statutory Holidays - FT Employees	<b>49</b>
<b>Letter of Agreement</b>	Trial Period for Part Time Employees	<b>50</b>
<b>Letter of Agreement</b>	Deployment	<b>51</b>
<b>Letter of Understanding</b>	Non-Event Conversions Work Arising After The Initial Schedule is Run	<b>52</b>
<b>Letter of Agreement</b>	Forklift Training	<b>53</b>
<b>Schedule “A” Contentious Objector Status</b>		<b>54</b>

THIS AGREEMENT MADE this 15th of October 2018, A.D.,

**BETWEEN:**

VANCOUVER ARENA LIMITED PARTNERSHIP/AQUILINI FOOD SERVICES LIMITED PARTNERSHIP

89 West Georgia Street  
Vancouver, British Columbia  
V6B 0N8  
(hereinafter called the “Employer”)

**AND:**

SERVICE, HEALTH, MANUFACTURING AND ALLIED WORKERS UNION, CLAC LOCAL 501

19955 81A Avenue  
Langley, British Columbia  
V2Y 0C7

(hereinafter called the “Union”)

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

## **1.0 RECOGNITION**

### **1.1 Union Recognition**

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

### **1.2 Union Referral**

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

## **2.0 MANAGEMENT'S RIGHTS**

### **2.1 Management Rights Defined**

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

### **2.2 Conduct of Employees**

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

### **2.3 Personal Appearance**

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

## **2.4 Training Program**

The Union acknowledges that the Employer's Customer Service Training Program is an essential ingredient of the Employer's business strategies and objectives and are a necessary and reasonable exercise of management's rights. Employees are obliged to participate in such customer service training programs as may be required from time to time by the Employer, and Employees shall be paid for their participation in accordance with this Agreement.

When the Employer deems any safety and/or security training mandatory, every Employee in the required classification(s) will be required to attend one of the training sessions offered within a specified period identified by the Employer. Should an Employee fail to attend, that Employee may be held out of work without pay until the Employee attends the training or the Employer determines the training is no longer mandatory.

Mandatory training sessions to be held within a scheduling period will be posted at the same time the availability calendar is posted. The Employer will offer mandatory training sessions on multiple days each year, with an option to attend weekend or weekday evening offerings. Employees who are on an approved leave of absence that prevents them from attending mandatory training, within the specified period identified by the Employer, must attend the next available training session after their return to work.

Further, the Union acknowledges that the Employer engages in a monitoring process for the purpose of insuring that its Customer Service, Personal Appearance and Department Regulations are complied with and that the Union expressly acknowledges the reasonableness of this method of determining compliance with the Employer's Regulations related to these issues. Further, the Employer shall be entitled to rely upon reports from this monitoring process for the purposes of assessment of its Employees.

## **3.0 STATEMENT OF PRINCIPLES**

### **3.1 Purpose**

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

### **3.2 Adhere to Terms**

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

## **4.0 INTERPRETATION**

In this Agreement, wherever the words “Employee” or “Employees” appear, it shall mean any persons covered by this Agreement.

## **5.0 UNION SECURITY**

### **5.1 Union Membership**

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

### **5.2 Membership Responsibilities**

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

### **5.3 Individual Agreements Prohibited**

- (a) No Employee shall be compelled to or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment herein.

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

#### **5.4 Union Stewards**

- (a) The Union is entitled to appoint or elect from among the Employees a reasonable number of Union Stewards who are employed in and represent Employees in the bargaining unit. The duties of the Union Stewards shall be to assist in the reporting and resolution of all grievances within their departments.
- (b) The Employer agrees to recognize a duly appointed or elected Union Steward provided that the Union has first advised the Employer in writing of the name of the Employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Union Steward's first obligation is the fulfillment of their responsibilities as an Employee. During their working hours, the Union Steward is not entitled to engage in Union activities.
- (d) The Union Steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) If requested by the Employer, the time which is spent by Union Stewards during their regular working hours in reporting or resolving grievances, and in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) Under no circumstances shall a Union Steward take any action or issue any instruction which will interfere with the operations or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Employer and the Union agree that no person shall intimidate, coerce, impose any pecuniary or other penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the collective agreement, or complains, gives evidence or otherwise assists in respect of the initiation or prosecution of a grievance or other proceeding under this collective agreement.

## **5.5 Elected to Union Office**

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

## **5.6 Union Leave of Absence**

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

## **6.0 PROBATIONARY PERIOD FOR NEW EMPLOYEES**

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

## **7.0 HARASSMENT/DISCRIMINATION**

### **7.1 Harassment and Discrimination**

- (a) All Employees are covered by the Employer's Respectful Workplace Policy, guidelines of the B.C. Human Rights Code and WorkSafe BC regulations. All Employees have the right to work in an environment free from bullying, discrimination, and sexual harassment.
- (b) The Employer will post their Respectful Workplace Policy as per WorkSafe regulations. All Employees should reference this policy and make themselves familiar with the protections afforded to them under the law and the procedures in place for making a report or complaint of bullying or harassment.
- (c) Alleged failure by any party to deal with a harassment and/or bullying complaint may be the subject of a grievance pursuant to this agreement.

### **7.2 Human Rights Code**

The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia which prohibit discrimination on the grounds of race, place of origin, religion, physical or mental disability, colour, sex, marital status, orientation, ancestry, political belief, family status, age and criminal or summary conviction offence that is unrelated to the employment or intended employment of the person.

### **7.3 Union Activity**

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

## **8.0 DEDUCTION OF UNION DUES**

### **8.1 Check Off**

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

## **8.2 Remittances**

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

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

## **8.3 Payroll Schedule**

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

# **9.0 HOURS OF WORK/SCHEDULING**

## **9.1 Minimum Shift**

- (a) An Employee reporting for work shall be guaranteed four (4) hours of the scheduled day's work or pay in lieu thereof at the Employee's regular wage rate with the following exceptions:
  - (i) there shall be no guarantee where the Employer has provided the Employee with at least six (6) hours' notice of the cancellation of the shift.
  - (ii) if the Employer notifies the Employee that his shift is cancelled prior to the start of the shift, but fails to provide at least six (6) hours' notice of the cancellation of the shift, the Employee will be guaranteed two (2) hours of the scheduled day's work or pay in lieu thereof at the Employee's regular wage rate.
- (b) An Employee volunteering to leave work following the start of their work day shall receive pay only for time worked, where the Employee is not directed by management to leave work.
- (c) The Union, as authorized representative of Employees in the bargaining unit, shall file such written applications as may be required by any legislation in order to give efficacy to this Agreement. In particular, and without restricting the generality of the foregoing, the Union as authorized

representative of the Employees in the bargaining unit shall file the written applications contemplated by Section 34(3) of the Employment Standards Act of British Columbia S.B.C. 1980, c. 10 in order to give efficacy to the notice of hours of work provisions and the call in for training provisions herein.

- (d) All Employees called in and who shall, if requested to work less than four (4) hours, receive four (4) hours pay at the regular hourly rate. Employees called in for the purposes of training shall, if in attendance for less than two (2) hours, receive two (2) hours pay at their regular hourly rate.

## **9.2 Change of Work Schedules**

- (a) In situations other than emergencies, the scheduled Employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, the Employer may give notice of less than forty-eight (48) hours but not less than twenty-four (24) hours, when changing work schedules.
- (c) Employees whose schedules are changed without the advance notice specified, cannot be disciplined and/or classified as unavailable pursuant to Article 14.
- (d) If an event start time is delayed but commences on the same date and the Employer is unable to give Employees the forty-eight (48) hours notice contemplated in Article 9.2(a) or the twenty-four (24) hours notice contemplated in Article 9.2(b) as applicable, the Employer will not change the Employees' originally scheduled start time.
- (e) In the event that the Employer changes the next scheduled shift of an Employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the Employee of the change.

## **9.3 Work Schedules**

There shall be posted an Employee's work schedule specifying the starting time of each shift the Employee is scheduled to work, and the Employer shall keep the schedule up to date. The Employer will provide an electronic copy of the monthly work schedule to the Union. For the purposes of weekly scheduling, the definition of a work week will be Sunday to Saturday.

## **9.4 Days Off**

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

## **9.5 Full Time Scheduling**

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

## **9.6 Part Time Event Scheduling**

Security, hosts, Housekeepers, Conversions – see Appendix F9.6 and Hospitality – see Appendix G9.6

## **9.7 Adding Available Part Time Event Staff**

If the Employer requires additional Employees for an event after the initial schedule is posted, the Employer will add unscheduled available Employees, within their primary position and classification, in seniority order, commencing with Pool A, then proceeding to Pool B. Employees will be required to remain available up to five (5) days prior to an event for which they declared themselves available. These Employees are responsible for contacting the Employer to see if they are required to work the event. Should an Employee not work a shift added pursuant to this Article, they will be subject to Article 14.

Employees who are available but not scheduled for an event/shift have three (3) days from the day the schedule is posted to notify the Employer that they are no longer available to work those events/shifts that are in excess of their monthly minimum as set out in Article 9.8. If Employees fail to contact the Employer, it is expected that they will remain available for all events/shifts for which they indicated availability as per the previous paragraph.

Once the Employer has exhausted the list of unscheduled available Employees or if it is within five (5) days before the commencement of an event/shift, the Employer will use the direct contact system.

## **9.8 Availability**

By the seventeenth (17th) of the month prior to the commencement of each scheduling period Employees shall declare themselves available for the minimum number of events/shifts as set out in the table attached as Appendix “D”, with of exception of Conversion Employees who shall declare themselves available as noted below. The schedule will be posted by the twenty-fourth (24th) of the month prior to the start of the scheduling period.

## Conversions

Employees in Pool A are required to work a minimum of twenty-five (25) events/shifts per year. If an Employee does not work this minimum number of shifts, it will be considered grounds for termination. Employees in Pool B, shall declare themselves available for the minimum number of graveyard events/shifts as set out in the table attached as Appendix “E”.

## Availability Submission

The Employer may schedule Employees who do not provide the Employer with the events/shifts that they are available to work by the seventeenth (17th) of the month prior to the commencement of the scheduling period or who fail to select enough events/shifts to meet the minimum requirements as set out above as if they are available to work all events/shifts during that calendar month scheduling period. These Employees will be required to hold open their availability for up to five (5) days before every shift during that scheduling period.

## 9.9 Access to Pool A from Pool B defined

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

<b>Classification</b>	<b># in Pool A</b>
Event Housekeeping	15
Hosts	110
Security	45
Post Event Housekeeping	45
Conversions	25*
*Current incumbents, as at November 2, 2018, are grandfathered	
Chef de Partie	2
Lead Cook	4
Cook	20
Apprentice Cook	8
Quick Service Cook	35
Steward	15

Bartender - QS	25
Beer Server	20
Catering Server	3
Hawker (Alcohol)	10
In-Seat Runner	5
In-Seat Server	5
Suite Attendant	10
Suite Runner	10
QS Attendant	60

Pool A sizes for classifications with primary positions currently scheduled by straight seniority will be thirty percent (30%) of the total number of Employees in each classification, as at October 1st of each year.

The Employer may elect to schedule Employees by straight seniority.

### **9.10 Split Shifts**

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

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

## **10.0 CONTRACTING OUT**

### **10.1 Availability Shortage for Hockey, Concerts and Other Events**

When an availability shortage occurs, prior to contracting out Security or Host positions, all available security and host Employees (including Enhanced Security and Enhanced Host Employees) will be contacted and offered a shift at the respective Security and Host rates.

### **10.2 Contractual/Risk/Other Circumstances**

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

### **10.3 Staffing Levels**

The Employer will make every reasonable effort to maintain security and hosting levels at a level equivalent to 150% of a typical NHL hockey game. Should there be a change in the Employer's business, these levels will be re-evaluated.

## **11.0 SENIORITY**

### **11.1 Company Seniority**

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

### **11.2 Classification Seniority**

Security, Hosts, Housekeepers, Conversions – see Appendix F11.2 and Hospitality – see Appendix G11.2.

### **11.3 Seniority Dates**

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

## **11.4 Seniority Rights Defined**

Security, Hosts, Housekeepers, Conversions – see Appendix F11.4 and Hospitality – see Appendix G11.4.

## **11.5 Seniority Lists**

- (a) The Employer agrees to post the first seniority lists within fifteen (15) days of the first lottery to be held pursuant to Article 11.3, and thereafter on or before the first (1st) day of March and October in each year. The seniority lists shall contain the following information:
  - (i) The Employee's name;
  - (ii) The Employee's job classification;
  - (iii) The Employee's company and classification seniority dates.
- (b) The seniority lists shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority lists shall be given to the Union and the Union Steward.
- (d) New Employees will be added to the seniority list upon completion of the probationary period back to date of employment.

## **11.6 Promotions and Vacancies**

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

## **11.7 Job Postings**

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

## **11.8 Loss of Seniority**

An Employee shall lose their seniority if they:

- (a) voluntarily quits;
- (b) is discharged and not reinstated through the Grievance Procedure;
- (c) is laid off for more than six (6) months;
- (d) fail to report for work without a bona fide reason when a notice of recall has been sent by the Employer in accordance with Article 12.1;
- (e) overstays an authorized leave without a valid reason.

## **12.0 LAYOFF**

### **12.1 Layoff and Recall**

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

### **12.2 Bumping**

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

### **12.3 Severance Pay**

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

## **13.0 TECHNOLOGICAL CHANGE**

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

## **14.0 ABSENCE FROM WORK – PART TIME EVENT STAFF**

### **14.1 Excused Shift**

If an Employee calls in to notify the Employer that they will not be able to attend their scheduled shift, at least one (1) week prior to the start of their shift, they will receive an Excused Shift.

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

### **14.2 Cancelled Shifts/Emergency Leave**

If an Employee calls in at least four (4) hours prior to the commencement of their shift, they will receive a Cancelled Shift, unless the absence was accepted by the Employer as illness or injury.

An Employee can for any reason, without the necessity of providing a reason or proving that an emergency exists, have up to five (5) Cancelled Shifts in a twelve (12) month period commencing September 1st of each year. Should the Employee have a sixth (6th) Cancelled Shift, the Employee shall be deemed to have been discharged for just cause.

Employees who use a Cancelled Shift for any event that is subsequently cancelled will have their Cancelled Shift reinstated.

### **14.3 Unexcused Absence**

If an Employee does not show up for their shift and fails to contact the Employer at least four (4) hours prior to the commencement of that shift, they will receive an Unexcused Absence.

An Employee shall be deemed to have been discharged for just cause if the Employee has more than two (2) Unexcused Absences in a twelve (12) month period, commencing September first (1st) of each year, unless for illness or injury.

If an Employee can provide acceptable evidence to demonstrate that they were not able to give the required amount of advance notice that they would not be able to attend their shift, the Unexcused Absence will be re-classified to a Cancelled Shift.

## **15.0 DISCIPLINE AND DISCHARGE**

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

## **16.0 EMPLOYEE RECORDS, NOTICES, INDEMNITY**

### **16.1 Access to Personnel File**

An Employee shall be entitled to review his or her personnel file by providing the Employer with reasonable notice or may authorize, in writing, a designated Union representative to have such access, provided the authorization is presented to the Employer and the Employee attends with the Union representative to review the file.

### **16.2 Legal Action**

Where an Employee faces legal action arising out of the performance of his duties at Rogers Arena, if the Employer in its sole discretion, determines that the Employee performed his duties properly and adhered to the Employer's policies and procedures, the Employer shall reimburse the Employee for reasonable legal fees. Before the Employee retains counsel, the Employer and the Employee must mutually agree on the counsel to be retained. The Employer shall not withhold its agreement unreasonably, however, it will consider factors such as, but not limited to, the lawyer's rates, level of experience and the seriousness and complexity of the lawsuit in question.

### **16.3 Notification**

In order that the above provisions shall be binding on the Employer, the Employee shall notify the Employer immediately, in writing, of any incident or course of event which may lead to legal action against him and when he first becomes aware that there is a possibility of such action arising.

## **17.0 FULL TIME EMPLOYEE BENEFITS**

### **17.1 Payment of Premiums**

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

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

### **17.2 Benefit Plans**

The full time benefit plan will provide the following components:

- (a) Medical Services Plan - British Columbia Provincial Plan
- (b) Basic Life Insurance - two (2) times the annual base earnings
- (c) Accidental Death and Dismemberment Insurance - two (2) times the annual base earnings
- (d) Extended Health Coverage – 100% of eligible expenses, no annual deductible. Vision care of one hundred and fifty dollars (\$150) every twenty four (24) calendar months
- (e) Dental Coverage - Basic Services - 100% reimbursement. Major services - 50% reimbursement. Annual maximum for Basic Services and Major Services shall not exceed two thousand dollars (\$2,000) per annum. Orthodontia - 50% to a one thousand five hundred dollars (\$1,500) lifetime maximum.
- (f) Long Term Disability - Waiting period of one hundred and twenty (120) days of disability. Two (2) year own occupation. The plan provides a benefit of 66.67% of the first three thousand dollars (\$3,000) of the gross pre-disability monthly earnings, and 57.5% of the excess, less other income benefit, to a maximum of three thousand dollars (\$3,000) per month. Pre-existing conditions clause of six (6) months prior and twelve (12) months following coverage.
- (g) Short Term Disability – Upon providing the Employer with proof of receipt of Employment Insurance Sick Benefits, the Employer will top up the gross amount the Employee receives from EI to seventy-five percent (75%) of the Employee's gross wages, less any applicable deductions, for up to eight (8) weeks.

- (h) RRSP – Full time Employees will be eligible to participate in the Employer’s RRSP, where their contributions to the group RRSP are matched by the Employer, subject to the Revenue Canada maximum contribution room, and based on the service below:

<b>Years of Completed Full Time Service</b>	<b>Employer Matching Contribution</b>
1 year	1%
2 years	2%
3 years	3%
4 years	4%
5 years	5%

## **18.0 OVERTIME**

Security, Hosts, Housekeepers, conversions – see Appendix F18.0 and Hospitality – see Appendix G18.0.

## **19.0 STATUTORY HOLIDAYS**

### **19.1 Statutory Holidays**

- (a) Should an Employee work on a Statutory Holiday, they will be entitled to one and one-half (1 1/2) times their regular days pay for all hours worked.

Should an Employee have worked seven (7) days out of the previous thirty (30) calendar days they shall also be entitled to compensation for the holiday as defined in 19.1(d). The following days shall be paid general holidays:

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

Any additional statutory holidays declared by either the federal or provincial government shall be covered by the provisions of this Article.

- (b) General holidays shall be observed on the day they actually occur unless changed by mutual agreement.

- (c) Provided an Employee works their regular scheduled full work day before and after the general holiday, unless absent due to bona fide illness or accident, Employees regularly working but who are not required to work on the general holidays shall receive their regular days wages for each such holiday.
- (d) Those Employees who have not worked scheduled shifts for at least seven (7) days in the thirty (30) calendar days immediately preceding the holiday, and do not work the holiday, do not receive any compensation for the holiday. Employees who do work at least seven (7) days in the thirty (30) calendar days immediately preceding the holiday, and do not work the holiday, will be compensated for the holiday at a rate of the Employees total gross pay (excluding overtime) earned in the thirty (30) days preceding the statutory holiday, divided by the number of days worked in the thirty (30) days preceding the statutory holiday.
- (e) If an Employee is scheduled to work on a paid holiday and accepts the assignment of work but fails to report for work on the day of the holiday, they shall not receive any holiday pay except if absent for a certified medical reason.

## **20.0 VACATIONS**

### **20.1 Payment of Vacation Pay with Less than One Year**

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

### **20.2 Annual Vacation Entitlement**

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

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

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

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

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

### **20.3 Vacation Schedules**

#### **Full Time:**

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

#### **Part Time:**

- (a) Part-time Employees must submit vacation/leave requests prior to the day availability is opened. Requests received after this date may not be considered.
- (b) Vacation/leave requests must be submitted by email and Employees will receive confirmation of receipt within seventy-two (72) hours.

- (c) Employees will receive an approval or denial of the vacation/leave request within two (2) weeks of receipt of their email. In the event a vacation/leave request is denied, the Employer will notify the Employee of the reason for the denial.
- (d) All vacation/leave requests will be given fair consideration but are at the sole discretion of the Employer, and always subject to operational requirements.
- (e) Employees on an approved vacation/leave will not be added to work a shift by the Employer.

#### **20.4 Payment of Vacation Pay**

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

- (a) Vacation pay will be identified separately from regular pay on the cheque stub.
- (b) Vacation pay for full-time Employees will be paid in the pay period prior to the commencement of the Employee's vacation when the request for vacation pay is made at least three (3) weeks prior to the commencement of the vacation. Vacation pay for part-time Employees shall be paid on each pay cheque.
- (c) Vacation pay shall be paid earlier if requested by the Employee.

#### **20.5 Vacation Carry Over**

The Employer agrees to allow full time Employees to bank Vacation Carry Over up to a maximum of forty (40) hours each year at the rate it was originally accumulated. The time may be taken by a specified date during the following year or it will be paid out to the Employee.

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

#### **20.6 Banking of Statutory Holiday Pay**

The Employer agrees to allow full time Employees to bank Statutory Holiday pay up to a maximum of eighty-eight (88) hours at the rate it was originally accumulated. Employees will only be able to take banked time in up to eight (8) hour blocks. As an Employee uses an eight (8) hour block, they may replenish their bank to a maximum eighty-eight (88) hours. The time may be taken in the year it was earned.

## **21.0 BREAKS**

### **21.1 Rest Periods**

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

### **21.2 Lunch Periods**

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

## **22.0 NO STRIKE, NO LOCKOUT**

### **22.1 Work Interruptions Prohibited**

It is agreed that during the term of this Agreement or while negotiations for a renewal agreement are taking place, and as per Section 57 of the Labour Relations Code:

- (a) The Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage.
- (b) There shall be no lockout of Employees by the Employer.

Any Employee found guilty of participating in any strike, slowdown or work stoppage shall be subject to immediate discharge.

## **22.2 Recognition of Legal Picket Line**

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

## **23.0 GENERAL LEAVES OF ABSENCE**

### **23.1 Maternity Leave**

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

## **23.2 Parental Leave**

- (a) Employees may be granted a parental leave of absence without pay in accordance with the provisions of the Employment Standards Act. The Employee must make application for such leave in writing at least four (4) weeks prior to the start of such leave. If the Employee cannot give four (4) weeks notice, the Employee shall give as much notice as is given to the adoptive parents by the adoption agency. The length of such leave will not exceed thirty five (35) consecutive weeks for a birth mother who has taken leave pursuant to Article 23.1 except for an extension of up to five (5) weeks when a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- (b) Employees on leave shall give the Employer a minimum of two (2) weeks notice of their intention to return to work.
- (c) An Employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article, will do so with all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.

## **23.3 Bereavement Leave**

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

## **23.4 Compassionate Care Leave**

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

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

### **23.5 Jury Leave**

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

### **23.6 Leave to Appear as a Witness**

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

### **23.7 Personal/Holiday Leave**

Requests for personal/holiday leaves for the December (December 15 – January 7) holiday season, will be submitted in writing and approved based on classification seniority provided that the leave was received in the Scheduling Department prior to September thirtieth (30th) of that year. The Employer will respond to the status of the leave as soon as operationally possible.

### **23.8 Sick and Flex Days**

Full time Employees will be entitled to a maximum of three (3) sick days and two (2) flex days each year.

## **24.0 UNION AUTHORIZATION**

### **24.1 Visits**

An authorized representative or executive officer of the Union shall be permitted, with the consent of the Department Manager, which will not be unreasonably denied, to talk with an Employee regarding Union matters during regular working hours. The interview of such Employee by the Union representative or executive officer shall be carried on in a place provided for, and designated by, the Employer. Time taken by such interview in excess of five minutes shall not

be on Employer time. Time taken for such visits shall not disrupt the serving of customers. The Employer agrees to provide the Union with a brief opportunity to address new Employees at the Orientation Session.

## **24.2 Bulletin Boards**

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

## **24.3 Communications**

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

# **25.0 GRIEVANCE PROCEDURES**

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

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

### **(a) Informal Step**

The Employee is encouraged to make an earnest effort to resolve the grievance directly with the management representative to whom they report. If the Employee requests that they are accompanied by a Shop Steward, another management representative may also be in attendance. The Employee will bring forward the grievance within five (5) days after the occurrence of the grievance or of the date on which the Employee first has knowledge of it. The management representative must respond to the Employee within five (5) days from the day the issue has been brought to his attention.

### **(b) Step 1**

If no informal settlement is reached, notice in writing of the grievance must be filed by the Union with a person designated by the Employer within five (5) days of the notification of the Employer's decision at the informal step.

If a grievance is initiated at Step 1, notice in writing of the grievance must be filed with a person designated by the Employer within ten (10) days after the occurrence of the grievance or of the date on which the Employee first has knowledge of it.

The Employer must provide the Union with a written response within five (5) days of receiving the written grievance.

**(c) Step 2**

If no settlement is reached at Step 1, the Union must notify the Employer, in writing, of its intention to move the grievance to Step 2 within five (5) days.

The Employee, union representative, and management representatives will meet within ten (10) days from receipt of the written Step 2 notification to review the issues of the grievance. The Employer must provide the Union with a written response within five (5) days of the meeting.

If a satisfactory settlement cannot be reached within five (5) days of the notification of the Employer's decision at Step 2, the matter may then be referred to arbitration under this Agreement.

- 25.3** Should a grievance be initiated by the Employer, the same timelines shall apply.
- 25.4** The parties may waive time limits by mutual consent.
- 25.5** All reference to "days" in this Article shall mean business days.
- 25.6** Employees shall have the right to request the presence of the Shop Steward at any investigatory interviews, meetings, or discussions which may precede the imposition of discipline.
- 25.7** Failure to comply with the time limits in any step of the grievance procedure shall result in a grievance being deemed to be waived and abandoned by the aggrieved party.

## **26.0 ARBITRATION**

### **26.1 Notice of Arbitration**

Either of the parties may, within five (5) days of the decision made at Step 2 of the grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration and the note shall contain the name of the first party's suggested Arbitrator. Failure to remit the grievance to arbitration within five (5) days of the decision at Step 2 shall result in the grievance being deemed to be waived and abandoned by the aggrieved party.

### **26.2 Appointment of Arbitrator**

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

### **26.3 Authority of Arbitrator**

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

### **26.4 Payment of Expenses**

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

### **26.5 Effect of Decision**

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

### **26.6 Retroactivity**

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

## 27.0 EXPEDITED SETTLEMENT OF DISPUTES

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

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

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

- (a) The process can only be used by mutual agreement between the parties to this Agreement.
- (b) The cost will be borne in accordance with Section 90 of the Labour Relations Code.
- (c) The number of cases to be heard at any given time will not exceed three (3).
- (d) The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
- (e) Wherever possible the arbitrator will attempt to mediate a settlement between the parties.
- (f) In any case where the arbitrator must write a decision, such decision shall be brief and to the point.
- (g) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- (h) General rules of evidence will be waived except for the rule of “onus”.
- (i) Procedure Guidelines:

- (i) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
  - (ii) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
  - (iii) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of this Agreement be canvassed by counsel to ensure that all relevant clauses are put before the arbitrator.
  - (iv) Mediation: Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before the arbitrator. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
  - (v) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- (j) With respect to grievances involving customer complaints, the following will apply:
- (i) the person to whom the complaint was given be called to testify;
  - (ii) bargaining unit or staff Employees who can provide direct evidence with respect to the evidence be called to testify;
  - (iii) wherever possible, the complaint be committed to writing, in the customer's own handwriting;
  - (iv) prior to the hearing, the parties discuss the evidence so there are no surprises.
- (k) The Mediator/Arbitrator will be selected from a list to be compiled by the parties.

# 28.0 COMMITTEES

## 28.1 Union/Management Committee

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

## 28.2 Health and Safety Committee

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

## 28.3 Principles of Co-operation

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

# 29.0 UNIFORMS

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

- (a) The Employer may deduct over a period of four (4) pay cheques an amount equal to fifty percent (50%) of the value of the uniform from the wages of an Employee to be held by the Employer as a deposit which will be returned to the Employee upon termination of their employment and return of the uniform in the condition in which it was issued to the Employee, reasonable wear and tear excepted.

- (b) The Employer may require the Employees to launder uniform items that do not require dry-cleaning, in which case the Employee will be compensated in the amount of fifty cents (\$0.50) per event.
- (c) The Employer will pay interest on the uniform deposit. Interest will be calculated annually at prime rate, retroactive to the Employee's date of hire. The interest rate used for the calculation will be the HSBC prime rate published on the first business day of the year in which the Employee terminates.
- (d) For Part-Time Employees who are required to provide their own suit for a minimum of five (5) shifts per season, the Employer agrees to reimburse up to one hundred dollars (\$100) every two (2) years, upon the Employee providing the Employer with a receipt of purchase.

Security, Hosts, Housekeepers, Conversions – also see Appendix F29.2

## **30.0 MEDICAL ISSUES**

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

**30.2** An Employee may receive an approved medical leave for any absence due to illness or injury that is greater than two (2) shifts in duration. For such leave, the Employee shall be required to present an acceptable medical certificate, unless waived by the Employer. If the Employee does not present the Employer with such a certificate, or for any absence less than three (3) shifts in duration, the absence will be classified under Article 14.

The Employer reserves the right to request a doctor's note at any time. The Employer, at its sole discretion, may approved a medical leave if less than three (3) shifts in duration.

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

## **31.0 HEALTH & SAFETY**

**31.1** All Employees are covered by the Employer's Health & Safety policy, Workers Compensation Act, WorkSafe BC regulations, Occupational Health & Safety Regulations and all other applicable acts, regulations, and standards. The Parties agree to maintain the highest standard of safety, health, sanitation and working conditions throughout the Employer's operation.

**31.2** The Health and Safety Policy is accessible online and is posted on the Health & Safety board. All Employees should reference this policy and make themselves familiar with the protections afforded to them under the law and the procedures in place for general health and safety, first aid, refusal of unsafe work, and reporting any safety incidents.

**31.3** Alleged failure by any party to address reported safety violations may be the subject of a grievance pursuant to this agreement.

## **32.0 WAGES AND CONTRIBUTION TO HEALTH AND WELFARE PLAN**

**32.1** Basic rates of pay during the term of this Agreement shall be in accordance with Appendix “A”, however, an Employee will not be prevented from receiving a higher rate of pay for their classification.

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

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

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

**32.5** The Employer will contribute towards the Union’s Health and Welfare Plan in accordance with Appendix “B”.

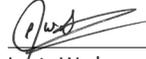
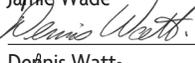
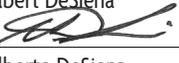
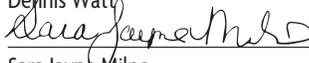
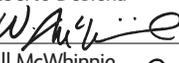
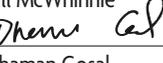
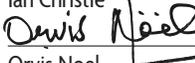
## 33.0 EXPIRATION AND RENEWAL

### 33.1

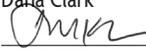
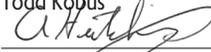
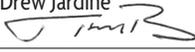
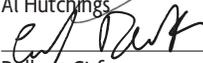
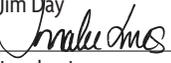
- (a) This Agreement is effective from October 1, 2018 to September 30, 2022. Thereafter, this Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - (i) the Union commences a legal strike;
  - (ii) the Employer commences a legal lockout;
  - (iii) the parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, electronic mail or personally delivered. In the event that such notice is personally delivered a delivery receipt must be obtained.

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

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

 _____ Colin Herrod	 _____ Jamie Wade
 _____ Albert DeSiena	 _____ Dennis Watt
 _____ Alberto DeSiena	 _____ Sara Jayne Milne
 _____ Bill McWhinnie	 _____ Ian Christie
 _____ Dhaman Gosal	 _____ Orvis Noel

For Service, Health, Manufacturing and Allied Workers Union, CLAC Local 501

 _____ Dana Clark	 _____ Ella Chan
 _____ Todd Kobus	 _____ Drew Jardine
 _____ Al Hutchings	 _____ Jim Day
 _____ Delbert Cirfera	 _____ Jonalee Jones

For Vancouver Arena Limited Partnership & Aquilini Food Services Limited Partnership

## APPENDIX "A" – WAGE RATES

Positions	Oct. 1, 2018	Oct. 1, 2019	Jun. 1, 2020	Oct. 1, 2020	Jun. 1, 2021	Oct. 1, 2021
	2.5%	2.5%		2.5%		2.5%
Technician I (Electricians)	\$41.11	\$42.14		\$43.19		\$44.27
Technician II (Carpenters)	\$41.11	\$42.14		\$43.19		\$44.27
Technician III (General Maintenance Worker)	\$36.37	\$37.28		\$38.21		\$39.17
Building Operators	\$37.29	\$38.22		\$39.18		\$40.16
General Labour/ Conversions	\$23.46	\$24.05		\$24.65		\$25.27
Event Housekeepers	\$17.18	\$17.61		\$18.05		\$18.50
Hosts	\$17.18	\$17.61		\$18.05		\$18.50
Enhanced Host	\$18.58	\$19.04		\$19.52		\$20.01
Event Security	\$18.07	\$18.52		\$18.98		\$19.45
Enhanced Security	\$20.27	\$20.78		\$21.30		\$21.83
Pre/Post Event Housekeeping	\$17.18	\$17.61		\$18.05		\$18.50
Conversion Crew Leaders	\$29.42	\$30.16		\$30.91		\$31.68
Crew Leaders of Pre/Post Event Housekeepers	\$18.88	\$19.35		\$19.83		\$20.33
Chef de Partie	\$23.29	\$23.87		\$24.47		\$25.08
Lead Cook	\$21.37	\$21.90		\$22.45		\$23.01
Cook	\$19.56	\$20.05		\$20.55		\$21.06
Apprentice Cook	\$16.16	\$16.56		\$16.97		\$17.39
Quick Service Cook	\$17.80	\$18.25		\$18.71		\$19.18
Steward	\$17.54	\$17.98		\$18.43		\$18.89
Quick Service Attendant	\$16.71	\$17.13		\$17.56		\$18.00

## APPENDIX "A" – WAGE RATES

Positions	Oct. 1, 2018	Oct. 1, 2019	Jun. 1, 2020	Oct. 1, 2020	Jun. 1, 2021	Oct. 1, 2021
	2.5%	2.5%		2.5%		2.5%
Catering Server*	\$13.15	\$13.48	\$13.95	\$13.95	\$15.20	\$15.20
Server*	\$13.15	\$13.48	\$13.95	\$13.95	\$15.20	\$15.20
Suite Attendant*	\$13.15	\$13.48	\$13.95	\$13.95	\$15.20	\$15.20
Beer Server*	\$13.97	\$14.32		\$14.68	\$15.20	\$15.20
Suite Runner*	\$14.25	\$14.61		\$14.98		\$15.35
Bartender*	\$14.51	\$14.87		\$15.24		\$15.62
In-Seat Server*	\$14.51	\$14.87		\$15.24		\$15.62
Hawker (Alcohol)*	\$14.79	\$15.16		\$15.54		\$15.93
Server Assistant*	\$15.07	\$15.45		\$15.84		\$16.24
In-Seat Runner*	\$16.16	\$16.56		\$16.97		\$17.39

\*Gratuity positions

### Minimum Wage

All wage rates outlined in Appendix "A", including the Probationary wage rate, will be adjusted to that no rate is less than the BC Provincial minimum wage.

As the minimum wage in British Columbia increases, the post-probationary base hourly rate for all non-gratuity classifications established by this Collective Agreement will remain at a minimum of one dollar (\$1.00) greater than minimum wages at all times.

### Probationary Wage Rate

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

Newly hired part time Employees shall receive a base rate of ninety-five percent (95%) of the pay rates for the first twenty (20) events/shifts actually worked.

### **Shift Differential**

All afternoon shifts with start times of 9:00 pm or later that extend past mid-night will be paid a premium of one dollar and twenty cents (\$1.20) per hour for all hours worked.

### **Union Education and Training Fund**

To further the training of union members, the Employer will contribute two cents (\$0.02) per hour worked to the Union Education and Training Fund.

### **Security Certification Bonus**

The Employer agrees to pay Event Security and Enhanced Security Employees who are active at August 31st each year and who have completed forty (40) shifts in the twelve (12) months prior a Security Certification Bonus of two hundred dollars (\$200.00). Event Security and Enhanced Security Employees who are active at August thirty-first (31st) each year and who have completed sixty (60) shifts in the twelve (12) months prior will receive a Security Certification Bonus of three hundred dollars (\$300.00).

## **APPENDIX "B" HEALTH AND WELFARE**

The Union will provide a reasonable benefits plan for eligible part-time Employees of Canucks Sports and Entertainment who qualify under the criteria set by the Union. The Employer agrees to contribute Health and Welfare premiums in the amount of one dollar and seventy-two cents (\$1.72) per hour worked by a part time Employee who is covered by this Agreement and, beginning in the second (2nd) year of the agreement, has twelve (12) months of completed service at the end of each month. The Health and Welfare premium will increase by two cents (\$0.02) in each subsequent year of the agreement.

The Union sub-committee will continue to meet annually to address the rising costs of the Health and Welfare Benefits Plan and benefit plan design options to best manage continued ongoing coverage for Employees.

## APPENDIX "C" INFORMATIONAL LISTING

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

- Alcohol Compliance Officers
- Audio/video/broadcast and telecommunications technicians
- Box office/ticket sales staff
- Building security and key personnel
- Clerical and administrative personnel
- Hospitality (Club) Concierge
- Concierge
- Contracted event and peer security
- Event staff coordinators
- Event coordinators
- Facility maintenance contractors
- Grounds maintenance
- Supervisors
- Guest service coordinators
- Hawkers (Food)
- Lighting operators
- Lottery ticket sales staff
- Maintenance cleaning contractors
- Medical, first aid and health and safety personnel
- Merchandise/novelty sales staff
- Parking staff
- Production, riggers and set-up personnel
- Show power and production electricians
- Sous Chefs
- Stage security
- Stagehands
- Team/VIP Attendants
- Technical & maintenance supervisory personnel
- Tour guides
- Warehouse personnel
- Window washing personnel

## APPENDIX "D" AVAILABILITY REQUIREMENTS (EXCEPT CONVERSIONS)

<b># of Events Per Calendar Month</b>	<b># of Events for Pool A</b>	<b># of Events for Pool B</b>
1	0	1
2	1	2
3	2	3
4	3	3
5	3	4
6	4	5
7	5	6
8	5	6
9	5	7
10	6	8
11	6	9
12	7	10
13	8	10
14	8	11
15	8	12
16	9	13
17	10	13
18	10	13
19	10	14
20	11	15

## **APPENDIX "E" AVAILABILITY REQUIREMENTS FOR CONVERSIONS**

Conversions Pool A will be required to maintain availability as defined in Article 9.8

Conversions Pool B will maintain availability as defined in the chart below:

<b># of Events Per Calendar Month</b>	<b>Minimum # of Grave-yard Shifts for Pool B</b>
1	1
2	1
3	2
4	3
5	3
6	4
7	5
8	5
9	6
10	6
11	6
12	8
13	8
14	8
15	9
16	10
17	10
18	11
19	11
20	12

# **APPENDIX "F" SECURITY, HOSTS, EVENT HOUSKEEPERS, PRE/POST EVENT HOUSEKEEPERS, CONVERSIONS**

## **F9.6 Part Time Event Scheduling**

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

## **F11.2 Classification Seniority**

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

## **F11.4 Seniority Rights Defined**

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

# **F18.0 OVERTIME**

## **F18.1 Payment of Overtime**

All time worked by an Employee in excess of forty (40) hours per week or eight (8) hours per day shall be paid at the rate of time and one-half (1½x) the regular hourly rate and all time worked by an Employee in excess of forty eight (48) hours per week or eleven (11) hours per day shall be paid at the rate of double (2x) the regular hourly rate. Compensating time off shall not be given in lieu of overtime.

## **F18.2 Scheduling of Overtime**

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

## **F29.0 UNIFORMS**

**F29.2** The Employer agrees to reimburse all full-time Employees who are required to wear safety footwear up to one hundred dollars (\$100) every year upon the Employee providing the Employer with a receipt of purchase. The Employer agrees to reimburse all part time Conversions Employees who are required to wear safety footwear, who have completed three (3) years or more of service, and who have worked twenty-five (25) shifts per year in the previous two (2) years up to seventy-five dollars (\$75) every two (2) years upon the Employee providing the Employer with a receipt of purchase.

## **APPENDIX "G" HOSPITALITY DIVISION**

### **G9.6 Part Time Event Scheduling**

- (a) Employees in the same classification who are located across multiple clubs or restaurants may be assigned a "primary position", which identifies the club or restaurant that they are primarily assigned to.
- (b) Employees in Pool A will be scheduled for work pursuant to their primary position's classification seniority. Employees will be scheduled in accordance with their declared availability as defined by Article 9.8.
- (c) The Employer, when reasonable, will schedule the most senior available Employee into the earliest start time, at the time the initial schedule is run.
- (d) Employees in Pool B will be scheduled on a rotational basis starting with the most senior Employees in their primary position. Employees will be scheduled in accordance with their declared availability as defined by Article 9.8.

### **G11.2 Classification Seniority**

For the purpose of this Agreement "classification seniority" means an Employee's total length of continuous service from commencement of work in a primary position within a classification. However, should the Employer redeploy an Employee to another primary position within the same classification, the Employee will retain their classification seniority in the new primary position.

### **G11.4 Seniority Rights Defined**

The Employer recognizes seniority rights in accordance with the definitions set forth in Article 11.1 and 11.2. Notwithstanding Article 9.6, assignment of available work within a classification and assignment of shift work within a classification will be made by the Employer. An Employee will only maintain seniority in one (1) classification.

## **G18.0 OVERTIME**

### **G18.1 Payment of Overtime**

#### **Hospitality Culinary Employees:**

All time worked by an Employee in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½x) the regular hourly rate and all time worked by an Employee in excess of forty eight (48) hours per week shall be

paid at the rate of double (2x) the regular hourly rate. Compensating time off shall not be given in lieu of overtime.

### **Hospitality Service Employees:**

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

### **G18.2 Scheduling Overtime**

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

## **GRATUITIES**

### **Catering**

For any group or catering functions involving Clubs or Catering personnel booked by CSE and held at any of the locations covered by this Agreement:

- An eighteen percent (18%) service fee, before taxes, will be added to the invoice to cover administrative service fees and staff gratuities
- The administrative portion of the service fee is 4/18 (22%)
- The staff gratuity portion of the service fee is 14/18 (78%), which will be pooled over a two (2) week period and divided among the catering personnel on the basis on hours worked. Individuals will receive their portion of the pooled gratuity on the pay date following the next pay period.
- Staff gratuities for catered group functions are paid on a bi-weekly basis and are subject to deductions at source.
- Staff shall be scheduled in accordance with the current agreement for “catering functions” Clubs.
- For any food and beverage service in the Media Suite or Media Gondola, gratuities will be calculated at a pooled rate of eighteen percent (18%) of the retail value, before taxes.

## **Clubs & Restaurants**

**Reservations:** Voluntary gratuities from customers in clubs & restaurants are dispersed to the Server(s) at each station. They are responsible for tipping out the Server Assistant(s) and Bartender(s) at three percent (3%) of the Server's net sales (2% for Server Assistant, 1% for Bartenders). In addition, the Bartenders are responsible for tipping out the Server Assistant(s) at one percent (1%) of the Bartender's net sales.

**Corporate Sponsors/House Accounts:** For any reservations in the club rooms involving CSE corporate partners, or house accounts, gratuities will be calculated at eighteen percent (18%) of the retail value, before taxes. Club gratuities are declared to Canada Revenue Agency (CRA) by the staff independently and are not subject to deductions at source.

## **In-Seat**

For any in-seat food and beverage service offered at any of the location(s) covered under this Agreement:

- A fifteen percent (15%) service fee before taxes, will be added to the invoice to cover administrative service fees and staff gratuities.
- The administrative portion of the contract fee is 5/15 (33%)
- The staff gratuity portion is 10/15 (67%), which will be divided as follows: fifty percent (50%) of the remaining service fee to the In-Seat Server, thirty percent (30%) of the remaining service fee to the In-Seat Runner and twenty percent (20%) to the Bartender.
- Staff gratuities for in-seat service are paid on a bi-weekly basis and are subject to deductions at source.

## **CSE Sponsored Functions**

For any CSE internal or sponsored functions, at any of the location(s) covered by this Agreement, service gratuities will be calculated at eighteen percent (18%) of the at cost sales value, before taxes of the food and beverage services provided:

- The administrative portion of the gratuity is 4/18 (22%)
- The staff gratuity portion is 14/18 (78%), which will be pooled over a two (2) week period and divided among the catering personnel on the basis

of hours worked. Individuals will receive their portion of the pooled gratuity in the pay date following the next pay period.

- Staff gratuities for CSE internal sponsored functions are paid on a bi-weekly basis and are subject to deductions at source.

### **Executive/Hospitality Suites**

All food and beverage sales in the Executive/Hospitality Suites will be covered by this Agreement.

- The administrative portion of the gratuity is 4.5/18 (25%)
- The Employer will show a breakdown of the Administrative and Services charges on the on-line suite menu.
- The staff gratuity portion is 13.5/18 (75%), which will be divided as follows: seventy-five percent (75%) of the remaining gratuity will go to the Suite Attendant and twenty-five percent (25%) will go to the Suite Runner(s) working that particular event on the basis of hours worked.
- Staff gratuities are paid on a bi-weekly basis and are subject to deductions at source.

For any reservations in the Executive/Hospitality Suites involving CSE corporate partners, or house accounts, gratuities will be calculated at eighteen percent (18%) of the retail value, before taxes. Club gratuities are declared to Canada Revenue Agency (CRA) by the staff independently and are not subject to deductions at source.

In each quarter, the Employee will allow a Union Staff Representative to review, in person, the calculations of gratuities for up to ten percent (10%) of the total number of events in that quarter.

### **Quick Service Bartenders**

Bartenders working a stand where untitled Bartender(s) have been assigned, will provide to the untitled Bartender(s) a tip-out of two percent (2%) of their net sales for that night, and it will be distributed based on hours worked. The Employee will take reasonable efforts to assign non-titled deployments in a fair and equitable manner, subject to operational requirements.

# MEMORANDUM OF UNDERSTANDING

**BETWEEN: VANCOUVER ARENA LIMITED PARTNERSHIP  
AND: SERVICE, HEALTH, MANUFACTURING AND ALLIED WORKERS UNION,  
CLAC LOCAL 501**

**RE: BANKING STATUTORY HOLIDAYS – FULL-TIME EMPLOYEES**

The Parties agree that requests to take time off using banked statutory holiday time per Article 20.6 are approved subject to the operational requirements at the time of the request. Time off requests may be booked adjacent to scheduled days off to a maximum of one (1) banked stat day per request. Approval of such requests will not be unreasonable withheld.

Agreed this 15th Day of May, 2014

For Service, Health, Manufacturing and  
Allied Workers Union, CLAC Local 501

  
\_\_\_\_\_  
Colin Herrod  
CLAC B.C. Representative

For Vancouver Arena Limited  
Partnership

  
\_\_\_\_\_  
Dana Clark  
Sr. Director, Human Resources

# LETTER OF AGREEMENT

**BETWEEN: VANCOUVER ARENA LIMITED PARTNERSHIP & AQUILINI FOOD SERVICES LIMITED PARTNERSHIP**

**AND: SERVICE, HEALTH, MANUFACTURING AND ALLIED WORKERS UNION, CLAC LOCAL 501**

**RE: TRIAL PERIOD FOR PART TIME Employees**

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

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

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

**(b) Duration**

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

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

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

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

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

Agreed this 14th day of February, 1999

For Service, Health, Manufacturing and Allied Workers Union, CLAC Local 501

For Vancouver Arena Limited Partnership & Aquilini Food Services Limited Partnership



Colin Herrod  
CLAC B.C. Representative



Dana Clark  
Sr. Director, Human Resources

# LETTER OF AGREEMENT

**BETWEEN: VANCOUVER ARENA LIMITED PARTNERSHIP AND AQUILINI FOOD SERVICES LIMITED PARTNERSHIP  
AND: SERVICE, HEALTH, MANUFACTURING AND ALLIED WORKERS UNION,  
CLAC LOCAL 501**

**RE: DEPLOYMENT**

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

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

Agreed this 14th day of February, 1999

For Service, Health, Manufacturing and  
Allied Workers Union, CLAC Local 501

For Vancouver Arena Limited  
Partnership & Aquilini Food Services  
Limited Partnership



---

Colin Herrod  
CLAC B.C. Representative



---

Dana Clark  
Sr. Director, Human Resources

# LETTER OF UNDERSTANDING

**BETWEEN: VANCOUVER ARENA LIMITED PARTNERSHIP AND AQUILINI FOOD SERVICES LIMITED PARTNERSHIP**

**AND: SERVICE, HEALTH, MANUFACTURING AND ALLIED WORKERS UNION, CLAC LOCAL 501**

**RE: NON-EVENT CONVERSIONS WORK ARISING AFTER THE INITIAL SCHEDULE IS RUN**

The Parties agree to implement the following procedure for non-event conversions work that arises after the initial schedule is run.

The procedure will be as follows:

1. Conversions Employees may declare themselves available, on each day of the availability calendar, for potential non-event shifts that may arise after the initial schedule is posted.
2. If the Employer requires Employees for this type of work, the Employer will add available unscheduled Employees, in seniority order, commencing with Pool A, then proceeding to Pool B.
3. Unscheduled available Employees will be required to remain available up to seventy-two (72) hours prior to a shift for which they declared themselves available. These Employees are responsible for contacting the Employer to see if they are required to work the shift, however, the Employer will make reasonable attempts to notify the Employee he has been added to a shift. Should an Employee not work a shift added pursuant to this paragraph, they will be subject to Article 14.
4. Within three (3) days from the day the schedule is posted Employees may phone and notify the Employer that they are no longer available to work those non-event conversions shifts that they have made themselves available for. If Employees fail to phone the Employer it is expected that they will remain available for all shifts for which they indicated availability as per paragraph 1 above.
5. Within seventy-two (72) hours, and up to twenty-four (24) hours before the start of a shift, the Employer will attempt to contact Employees, in seniority order, who have declared themselves available to work pursuant to paragraph 1 of this Letter. If the Employer is not able to speak directly to the Employee on the first attempt, the Employer is not required to hold a shift and will immediately move to the next available Employee on the list.
6. Once the Employer has exhausted the list of unscheduled available Employees or if it is within twenty-four (24) hours before the commencement of a shift, the Employer will use the direct contact system.
7. Employees are responsible for providing the Employer with an up-to-date primary telephone number where they can be contacted.

Agreed this 18th day of December, 2010

For Service, Health, Manufacturing and Allied Workers Union, CLAC Local 501



Colin Herrod  
CLAC B.C. Representative

For Vancouver Arena Limited Partnership & Aquilini Food Services Limited Partnership



Dana Clark  
Sr. Director, Human Resources

# LETTER OF UNDERSTANDING

**BETWEEN: VANCOUVER ARENA LIMITED PARTNERSHIP  
AND: SERVICE, HEALTH, MANUFACTURING AND ALLIED WORKERS UNION,  
CLAC LOCAL 501**

**RE: FORKLIFT TRAINING**

The Employer will make every effort to maintain forty percent (40%) of the Conversion pool who are Forklift certified through the following process:

1. Two (2) times per year the Employer will open opportunity for Conversions Employees to apply for consideration to participate in Forklift certification training..
2. Employees will be selected for certification training consideration at management's discretion and based on various factors such as, but not limited to, driving experience, availability for afternoon/graveyard shifts, and performance and safety record.
3. Employees who do not pass the test for Forklift certification, may re-apply for consideration when the next training opportunity arises.
4. The Employer will make weekend and/or weekday evening training times available and will make every reasonable effort to collaborate with eligible Employees on date and time schedules.

The Employer reserves the right to cancel this agreement, after discussion with the Union, should it not meet operational requirements.

Agreed this 24 day of July 2018

For Service, Health, Manufacturing and  
Allied Workers Union, CLAC Local 501



Colin Herrod  
CLAC B.C. Representative

For Vancouver Arena Limited  
Partnership



Dana Clark  
Sr. Director, Human Resources

## **SCHEDULE "A" – CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the collective agreement. It is for information only.)

The Union has a conscientious objection policy for Employees who cannot support the union with their dues for conscientious reasons, as determined by the union's internal guidelines on what constitutes a conscientious objection.

 **ROGERS ARENA**™