

**COLLECTIVE AGREEMENT**

between

**B.C. PAVILION CORPORATION**

777 Pacific Blvd.  
Vancouver, B.C. V6B 4Y8

and

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

representing members of Local 1703

**June 1, 2007 - May 31, 2011**

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## DEFINITIONS

For the purpose of this Agreement:

1. **"bargaining unit"** - means the group of employees as described within the Certificate issued by the Labour Relations Board dated the 14th day of March 1986.
2. **"category"** - means the various employee classification groupings performing work in the Stadium.
3. **"child"** - wherever the word child is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.
4. **"day of rest"** - in relation to an employee, means a day other than a holiday which an employee is not ordinarily scheduled to work. This does not include employees on a leave of absence.
5. **"dismissal"** - means the separation of an employee from the Employer for cause.
6. **"employee"** - means a person employed by the Employer who is a member of the Bargaining Unit.
  - (a) **"full-time employee"** - means an employee who is scheduled on a regular basis by the Employer whose primary function is to perform work related to the maintenance of the Stadium.
  - (b) **"part-time employee"** - means an employee who is scheduled by the Employer from time to time on an irregular basis to perform work, dictated by the individual tenants needs, related to the set-up and removal of equipment or materials for set-up purposes of staging an Event in the Stadium or to occasionally supplement building maintenance requirements.
  - (c) **"event-time employee"** - means an employee who is scheduled by the Employer from time to time on an irregular basis to perform work, dictated by the individual tenant's needs, related to the hosting of Events in the Stadium.
7. **"leave of absence with pay"** - means to be absent from duty with permission and with pay.
8. **"leave of absence without pay"** - means to be absent from duty with permission but without pay.
9. **"red-circled"** - means that an employee's current hourly rate will be maintained above the classified rate for his job until such time as the classified rate for his job exceeds his current hourly rate.

10. **"resignation"** - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
11. **"rest period"** - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have a rest.
12. **"spouse"** - the terms spouse, husband or wife as used in this Collective Agreement, or terms and conditions of employment, shall include common-law spouse (husband or wife). "Spouse" to include a marriage-like relationship between persons of the same gender.

A common-law spouse is defined as one:

where the employee and the common-law spouse have been co-habiting for at least twelve (12) months; or

where the employee and the common-law spouse have been co-habiting for less than twelve (12) months, but the employee has claimed the common law spouse's child/children for taxation purposes; or

where the employee has signed a declaration of affidavit that he/she is living in a common-law relationship.

13. **"union"** - means the B.C. Government Employees' Union, as certified on March 14, 1986.
14. **"work day"** - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.
15. **"assignment of work"** - for full-time and part-time employees an assignment of work is the total number of shifts assigned per week in the weekly schedule which runs from Monday through Sunday.
16. **"shift"** - for full-time and part-time employees, a shift is the total number of hours assigned per day in the weekly schedule.

For event-time employees, a shift is the total number of hours assigned per day of the event, including move-in and move-out days.

17. **"conversion"** - part-time employees who, during the term of the Collective Agreement, work all available shifts in accordance with their availability as per Article 21.02 (except for approved leaves of absence) and who work at least 1800 hours in a twelve (12) month period, shall be converted to full-time status. For this purpose, the 1800 hours worked shall include:
  - statutory holidays
  - vacations

This clause will apply to event staff who meet these conditions, provided the 1800 hours are accumulated within their own classification. For the purposes of this definition, Event Housekeeping Regular, Event Housekeeping Captain and Building Housekeeping will be considered the same classification.

18. **"spectator events"** - i.e., concerts, football, baseball and other major sporting events.
19. **"major conversion"** - a conversion that requires all part-time field operation staff to be scheduled.
20. **"major event"** - an event that requires all event staff to be scheduled. **The parties agree that on rare occasions when all staff are not required except for event security, the parties will meet to determine how this may be scheduled to meet the Employer's operational requirements.**

## **ARTICLE 1 - AGREEMENT AND SCOPE**

### **1.01 Purpose**

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

### **1.02 Scope**

This Agreement covers all employees who occupy classifications appearing in the schedule of wages attached. This Agreement also covers any new positions falling within the Union's jurisdiction and bargaining unit.

### **1.03 Recognition**

The Employer recognizes the Union as the sole bargaining authority for all its employees within the bargaining unit as described within the Certificate issued by the Labour Relations Board and dated the 14th day of March, 1986.

### **1.04 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the General Manager of the Stadium or his designate.
- (c) The Employer agrees that a copy of all correspondence between the Employer and any employee in the bargaining unit related to matters covered by this Agreement shall be sent to the President of the Union or his designate.

### **1.05 Representation**

- (a) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

- (b) No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

**1.06 Future Legislation**

If any Article, Section, Paragraph, Clause or Phrase of this Agreement is declared or held illegal, void or unenforceable by Provincial, Federal or other law, or by decision of any Court, the remaining portions of this Agreement shall continue to be valid and in full force and effect and the Parties shall immediately meet to review the effect of such change to this Collective Agreement and if necessary attempt to resolve the differences created by such change.

**1.07 Singular and Plural**

Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

Words imparting the masculine gender shall include the feminine gender when the context reasonably permits, unless otherwise specifically stated.

**1.08 Regulations**

No Regulations made by the Employer shall conflict with the terms of this Agreement.

**ARTICLE 2 - EMPLOYEE RIGHTS**

**2.01 Human Rights Act**

- (a) The Parties hereto subscribe to the principles of the Human Rights Act of British Columbia.
- (b) The parties will meet and review methods of extending knowledge of the Human Rights Act within the Public Service and for extending knowledge relating to the Human Rights Act to all employees.
- (c) The Employer and the Union will cooperate in providing employees with information in the form of brochures, etc. provided by the B.C. Human Rights Commission, explaining the provisions of the Human Rights Act.

**2.02 No Discrimination for Union Activity**

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

### 2.03

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

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the applicable Labour Legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, counted as a "no-show", nor shall it be grounds for disciplinary action.

### 2.04

#### **Sexual Harassment in the Workplace**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - (1) sexual solicitation or advance or inappropriate touching or sexual assault;
  - (2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c)
  - (1) An employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a complaint in writing, within fifteen (15) days of the latest alleged occurrence, through the Union directly to the Director of Operations. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
  - (2) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
  - (3) The employer designate and a Union representative shall investigate the complaint and shall submit reports to the Director of Operations in writing within thirty (30) days of receipt of the complaint. The Director of Operations shall within thirty (30) days of receipt of the reports give such orders as may be necessary to resolve the issue.

- (4) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action which may include discipline. Such action shall only be for just cause and may be grieved pursuant to Article 8.
  - (5) Pending determination of the complaint, the Director of Operations may take interim measures to separate the employees concerned if deemed necessary.
  - (6) In cases where sexual harassment may result in the transfer of the employee, it shall be the harasser who is transferred, except that the employee harassed may be transferred with his/her consent.
- (d) Where either party to the proceeding is not satisfied with the Director of Operations' response, the complaint will, within thirty days, be put before a panel consisting of a Union representative, an Employer representative, and a mutually agreed-upon chairperson; and the majority decision will be final and binding. The panel shall have the right to:
- (1) dismiss the complaint
  - (2) determine the appropriate level of discipline to be applied to the offender, and
  - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (e) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of Director of Operations or the panel.

**2.05 Non-related Duties**

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

**ARTICLE 3 - EMPLOYER RIGHTS**

**3.01 Employer Rights**

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

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

**3.02 Supervisors Excluded from Bargaining Unit Work**

Supervisors shall not perform work of the bargaining unit, except for the purposes of training or in cases of emergency, when employees covered by this Agreement are not available and provided that the performing of such work does not reduce the hours of work of any employee scheduled to work.

**ARTICLE 4 - UNION DUES AND RECOGNITION**

**4.01 Dues and Assessments**

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

#### **4.02 Information and Dues remitted to the Union**

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

The social insurance number, surname, first name, sex, birth date, gross monthly pay and monthly dues of each employee covered by the remittance.

#### **4.03 New Employees**

The Employer agrees that during orientation sessions for new bargaining unit employees, the Union steward will be given a period of fifteen (15) minutes to address such employees.

#### **4.04 Income Tax Receipts**

The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous calendar year. Such receipts shall be provided to the employee prior to March 1st of the succeeding year.

#### **4.05 Union Bulletin Boards**

The Union shall provide five (5) Bulletin Boards for the exclusive use of the Union, the sites to be determined by mutual agreement between the Employer and the Union. The use of such boards shall be restricted to the business affairs of the Union. Such information shall be posted by a designated Shop Steward.

#### **4.06 Maintenance of Union Membership**

- (a) All employees in the bargaining unit who are members of the Union as of March 14, 1986 shall maintain membership in the Union and all new bargaining unit employees hired on or after March 14, 1986 shall as a condition of employment become members of the Union and maintain such membership.

- (b) The maintenance of membership will be subject to the applicable Labour Legislation.

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

### **5.01 Stewards and Leave for Stewards' Duties**

- (a) The Employer recognizes the Union's right to appoint up to seven (7) Shop Stewards and the Union shall notify the Employer, in writing, of such appointments. Shop Stewards shall attend to their Union duties so as not to unreasonably interfere with the performance of their duties as an employee. A Shop Steward shall obtain the permission of his immediate Supervisor prior to leaving the work station. Such permission shall not unreasonably be withheld. On resuming his normal duties the Shop Steward shall notify his Supervisor.
- (b) Paid leave, with prior permission, may be granted for:
  - (i) Investigation of grievances and assisting any employee whom the Shop Steward represents in presenting a grievance in accordance with Article 8 of this Agreement.
  - (ii) Attending meetings called by Management.
  - (iii) Investigation of Stadium employee complaints of an urgent nature.

### **5.02 Access for Union Representatives**

Union representatives shall be permitted entry to the Employer's operations, on approval from an Employer's representative, in order to carry out their required duties. Union representatives will not interfere with employees during working hours unless permission is granted by the Employer's representative who may accompany the Union representative.

### **5.03 Confidential Office Use**

The Employer shall make available to Union representatives the use of an office or similar facility to conduct confidential investigation of grievances.

### **5.04 Literature Distribution**

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

**5.05**

**Union Pin and Shop Cards**

- (a) All bargaining unit employees shall have the right to wear the standard Union Pin in a designated visible position on their uniform.
- (b) The Employer agrees to place one (1) Shop Card, for each of the following entrances: East and West Airlocks, Media and Disabled entrances. Such card shall not exceed 6" by 4".

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

**6.01**

- (a) Leave of absence, without pay and without loss of seniority, may be granted to an employee by the Employer, taking in to consideration operational requirements, for:
  - 1. Elected or appointed representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated.
  - 2. A bargaining unit employee called by the Union to appear as a witness before an Arbitration Board.
  - 3. For elected or appointed representatives to attend to Union business which requires them to leave the Stadium.
- (b) Leave of absences without loss of seniority will be provided for a maximum of four (4) employees as representative of the bargaining committee. In addition, such employees will receive payment only for scheduled shifts that coincide on days of negotiation meetings and the Union shall reimburse the Employer for wage and benefit costs of necessary replacement staff.

The bargaining committee shall consist of one (1) representative of Building Maintenance, one (1) representative of Event Maintenance and Housekeeping, one (1) representative of Building Security and Event Security and one (1) representative of Hosting and First Aid.

- (c) Employees requesting such leave will complete the necessary documentation prior to such leave. With the exception of (a) 3 above, employees will complete such documentation at least fourteen (14) days prior to the commencement of the leave. The Employer will not unreasonably withhold the granting of such leaves of absence.
- (d) To facilitate the administration of this article, when leave is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for such employee's salary and benefit costs.

## **ARTICLE 7 - STRIKES AND LOCKOUTS**

### **7.01 No Strike or Lockout**

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

### **7.02 Essential Services**

The Parties recognize that in the event of a strike or lockout, as defined in the applicable Labour Legislation, essential services for the Stadium will be maintained.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Procedure**

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

Every effort shall be made by the employee and his supervisor to settle the dispute through forthright discussion. The aggrieved employee shall have the right to have his steward present at such discussion. If the dispute is not resolved orally, the employee may within thirty (30) calendar days of the occurrence or of first learning of the occurrence, submit a written grievance as follows:

- Step 1. A written grievance shall be presented within seven (7) calendar days of the conclusion of the above discussion, to the supervisor involved, who will provide a receipt stating the date on which the grievance was received. The Supervisor shall meet with the employee(s) and/or Shop Steward with a written response to the grievance within fifteen (15) calendar days from the date the grievance was received.
- Step 2. Failing a satisfactory settlement of the matter at Step 1, the employee(s) and/or Shop Steward may, within fifteen (15) calendar days of receiving the Supervisor's response, present a written grievance to the appropriate Manager. This Manager or his designate shall sign and date the grievance received and provide the employee(s) and/or Shop Steward with a written response to the grievance within fifteen (15) calendar days from the date the grievance was received.
- Step 3. Failing a satisfactory settlement of the matter at Step 2, the Union Representative may, within fifteen (15) calendar days of receiving the Step 2 response, present a copy of the written grievance to the appropriate Manager. The Director of Operations and the Manager,

Human Resources or designates shall meet with the Union Representative and provide the Union Representative with a written response to the grievance within fifteen (15) calendar days from the date the grievance was received.

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

Failing a satisfactory solution to the grievance at Step 3, the Union Representative may advise the Manager, Human Resources, in writing, within thirty (30) calendar days of the Step 3 response, that the grievance is to proceed to Arbitration in accordance with the provisions of Article 9 of this Agreement.

#### **8.03 Policy Grievance**

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

#### **8.04 Discipline and Discharge Grievances**

- (a) If an employee believes he/she has been unjustly disciplined, suspended or discharged, such employee and/or Shop Steward may present a written grievance to the appropriate Manager within fifteen (15) calendar days of the action taken by the Employer. The employee's grievance shall be initiated at Step 2 of the Grievance procedure as set out in this Article.
- (b) When an employee has been disciplined, the employee and the Union shall be provided with a copy of the discipline notice to be placed on the employee's personnel file. If the employee is required to sign, acknowledging receipt of the discipline notice, it is agreed that the employee's signature only confirms receipt of the notice and not acceptance of the validity of the action taken by the Employer.

#### **8.05 Time Limits**

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

**8.06 Resolutions Binding**

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

**8.07 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or other mutually acceptable means.
- (b) Grievance replies and notification shall be deemed to be presented on the date on which they are registered or accepted by a courier, and received on the day they were delivered to the appropriate office of the Employer or Union.

**8.08 Technical Objections to Grievances**

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

**8.09 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated at Step 1 by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

**ARTICLE 9 - ARBITRATION PROCEDURE**

**9.01 Notice to Arbitrate**

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

## **9.02 Arbitrator Selection**

Within fifteen (15) days of receipt of the notice, referred to in Section 9.01 above, the Employer and the Union shall meet to select a single arbitrator mutually acceptable to both Parties. In the event the Parties are unable to agree to a mutually acceptable arbitrator, either Party may apply to the Labour Relations Board requesting the appointment of an arbitrator.

## **9.03 Scope of Arbitrator**

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

## **9.04 Decision Final and Binding**

The decision of the arbitrator shall be final and binding on all Parties to this Agreement.

## **9.05 Costs of Arbitration**

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

## **9.06 Improper Discharge, Suspension or Lay-off**

In the event that an arbitrator, selected or appointed in accordance with the provisions of this Agreement, finds that an employee has been improperly discharged, suspended or laid-off, the employee may be reinstated without loss of pay and with all rights, benefits and privileges which the employee would have otherwise enjoyed. The arbitrator shall, however, have the authority to order reinstatement of the employee under such other conditions as he may deem fair and equitable in consideration of all the circumstances.

## **9.07 Time Limit for Decision**

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

## **9.08 Arbitration Procedure**

### **(a) Labour Code Section 104**

The Parties, for the purposes of Arbitrating unsettled grievances, may agree to utilize the provision of Section 104 of the Labour Code of British Columbia as

set out in sub-section (b) below. Following mutual agreement this procedure shall be in lieu of Section 9.02 of this Article.

**(b) Procedure**

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement Mr. Stephen Kelleher, or a substitute agreed to by the Parties, shall at the request of either party:

- (i) investigate the difference,
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

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

(d) Labour Code Section 104

The Parties, for the purposes of Arbitrating unsettled grievances, may agree to utilize Section 104 of the Labour Code of British Columbia.

**9.09 Burden of Proof**

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

**ARTICLE 10 - EMPLOYEE RECORDS/NOTICES/INDEMNITY**

**10.01 Access to Personnel File**

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

**10.02 Performance Appraisal Reports**

(a) Where a formal appraisal of an Employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the appraisal report for an employee to sign it. The report shall provide for the Employee's signature in two (2) places, one indicating that the employee has read and accepts the

appraisal, and the other indicating that the employee has read and disagrees with the appraisal. The employee shall sign in one (1) of the places provided.

- (b) No employee may initiate a grievance regarding the contents of an appraisal report unless the signature indicates disagreement with the appraisal. An appraisal report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

**10.03 (a) Copies of Personnel File Entries**

All employees shall be provided a copy of formal appraisals and/or discipline notices placed in their personnel files.

**(b) Time Limit for Maintaining Notices on File**

All notices pertaining to discipline or warnings will be maintained on an employee's personnel file for a period not to exceed eighteen (18) months from the date it was issued, provided there has not been a further infraction.

**10.04 Right to have Steward Present**

- (a) An employee shall have the right to have Union representation present at any discussion with Supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall make every effort to notify the Employee in advance of the purpose of the interview in order that the employee may contact his Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) When the employee involved under the above subsection is a Shop Steward, he/she may elect to be represented by a Union Staff Representative rather than another Shop Steward, provided that this does not result in an undue delay of the appropriate disciplinary action being taken.

**10.05 Probationary Discharge**

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

**(a) Civil Actions**

Except where there has been flagrant or wilful negligence on the part of the employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the

performance of his duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

**(b) Criminal Actions**

Where an employee is charged with an offense resulting directly from the proper performance of his duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

**(c) Legal Services**

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

**(d) Notification**

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

**ARTICLE 11 - LABOUR MANAGEMENT COMMITTEE**

**11.01 Formation of Committee**

The Employer and the Union agree to establish a Labour Management Committee comprised of two (2) Employer and two (2) Union representatives. The Committee shall meet at the request of either party, but not more than once per month, at a place and time to be mutually agreed.

**11.02 Scope of Committee**

The Committee shall be co-chaired by an Employer and Local Union representative. The purpose of the meetings shall be to exchange information of mutual interest and to maintain effective Union/Management relations.

**ARTICLE 12 - PROBATIONARY PERIOD**

**12.01 Full-Time Employees**

All newly hired employees shall serve a probation period during which time the Employer shall assess suitability for continued employment. The probationary period for a full-time employee shall be ninety (90) calendar days from the date of hire.

## **12.02 Part-Time and Event-Time Employees**

Effective for those employees hired after November 30, 1995, the probationary period for part-time employees shall be one hundred and twenty (120) hours actually worked or nine (9) calendar months of service, whichever occurs first. The probationary period for event-time employees shall be one-hundred and twenty (120) hours actually worked or nine (9) calendar months of service, whichever occurs first.

## **ARTICLE 13 - SENIORITY**

### **13.01 Seniority**

- (a) Upon completion of the probationary period as set out in Article 12, all Categories of employees shall have start date seniority status in accordance with their start date as an employee. During their probationary period, employees, for the purposes of work assignments as set out in Article 21, will be placed at the bottom of the service date list.

When two (2) or more employees commence work in the same classification on the same day the order of establishing their relative seniority will be by chance as mutually agreed between the Employer and the Union.

- (b) Event-time employees who move to the part-time or full-time categories or part-time employees who move to the full-time category shall be assigned a new seniority date for the purposes of lay-off, recall and assignment of work. They shall, however, retain their original service seniority dates for other purposes.
- (c) Event-time employees who change classifications within the event pool shall be assigned a new seniority date. However, they shall retain their original entered service date for other purposes, where applicable.

### **13.02 Loss of Seniority**

An employee shall lose his seniority in the event that:

- (a) he voluntarily terminates his employment;
- (b) he is discharged for just cause;
- (c) accepts severance pay in accordance with Article 14 section 14.03;
- (d) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointment for less than four (4) months in duration;

- (e) is terminated as a result of the proper application of other Articles of this Agreement.
- (f) **Part-time and Event-time employees must work a minimum of ten (10) shifts per year (November 1 to October 31). In the event an employee does not work the required shifts they will be placed on the bottom of their respective departmental seniority list for a period of one (1) year. If they do not work ten (10) shifts in the following year, they may lose their seniority.**

**If an employee is unable to meet the ten (10) shifts due to an approved leave of absence, such shifts lost shall be recognized as shifts worked for the purpose of this clause. An employee shall not be permitted to change their availability for a minimum period of two (2) weeks leading to the start date of the leave of absence and/or during the period they are on the leave of absence.**

### **13.03 Seniority Lists**

The Employer will prepare accurate seniority lists at the end of each calendar quarter. These seniority lists will be posted on the appropriate Bulletin Board. A copy of these lists shall be sent to the Union.

## **ARTICLE 14 - LAYOFF**

### **14.01 Role of Seniority in Layoff**

In the event of a layoff, full-time employees shall be laid off with thirty (30) days advance notice by classification in the reverse order of seniority, providing those retained are qualified to perform designated work functions.

For purposes of layoff, Skilled Tradesperson and Building Maintenance Skilled shall be treated as a single classification.

For purposes of layoff, Control Room Operator/Building Security Technician and Control Room Operator/Building Security shall be treated as a single classification.

### **14.02 Bumping**

- (a) A full-time employee affected by a layoff may bump an employee who has less seniority in the same or lower full-time classification, provided he has the necessary qualifications and ability to fill the position or such employee may exercise the options in accordance with Article 14, sections 14.03 & 14.04.
- (b) It is understood that the employee who bumps shall receive the rate of pay for the new position.

- (c) The Parties agree that the trial period in Article 17, section 17.08, will apply to employees moving into a new classification as a result of bumping. If during the trial period the employee is unable to perform the duties of the new position, he will be allowed to choose as per the options set out in sections 14.03 & 14.04.
- (d) Separate seniority lists within classifications shall be maintained for the purpose of limiting disruptions and to aid in the clarification of the bumping procedure.

#### **14.03 Severance Pay**

Employees who are laid off from full-time employment under this article and who do not bump another employee in accordance with section 14.02 above, may elect to receive severance pay in the amount of two weeks for each year of completed service, to a maximum of twelve (12) weeks pay. Severance pay shall be calculated at the current rate of pay in effect at the time of lay off. Employees electing severance pay must do so in writing to the Facility Director prior to the day of their layoff. Employees who elect to receive severance pay under this section shall be terminated in all respects and shall have no further rights as employees of the Corporation.

Effective June 1, 2002, increase maximum from twelve (12) to twenty (20) weeks pay.  
(Severance Pay)

#### **14.04 Recall List**

Employees who are laid off from full-time employment under this article, who do not bump another employee in accordance with section 14.02, and who do not elect to take severance pay in accordance with section 14.03, shall be placed on the recall list, in seniority order, for a period of twelve (12) months from the date of their layoff. During this recall period, laid off employees on the recall list shall be given preference over other employees when full-time positions are posted and filled in accordance with Article 17, provided that they have the qualifications, skill, ability and efficiency required to perform the work in question.

#### **14.05 Recall List - Options**

- a) Laid off full-time employees who are placed on the recall list shall elect one (1) of the following options two (2) weeks prior to the date of their layoff:
  - i) Option 1: to make themselves available for short term work pursuant to section 14.07 while awaiting recall, or
  - ii) Option 2: not to make themselves available for short term work during their recall period.

Employees who do not indicate in writing to the Employer which option they select shall be deemed to have selected Option 1.

- b) At the conclusion of their recall period (or extended recall period), laid off full-time employees on the recall list, who have elected Option 1, shall automatically revert to part-time or event-time status, as appropriate based upon their qualifications, skill and ability. After which, they shall be permanently placed on the applicable part-time or event-time seniority list, unless they have worked sufficient hours to convert to full-time status in the normal fashion. Employees who have elected Option 2 shall have their employment terminated in all respects at the end of their twelve (12) month recall period.

#### **14.06 Recall List - Benefits**

Laid off full-time employees shall retain medical, dental and extended health benefits during their recall periods, as applicable. Laid off employees who elected Option 1 and who are permanently placed on the part-time or event-time seniority list under section 14.05(b) when their recall period (or extended recall period) comes to an end, must subsequently convert to full-time status before once again being eligible for benefits.

#### **14.07 Preference For Available Short Term Work**

- (a) Laid off full-time employees on the recall list who have selected Option 1 in accordance with Article 14.05(a) shall be given preference over other employees for work of a short term nature (i.e. part-time and event-time work) which becomes available during their twelve (12) month recall period, provided they have the qualifications, skill, ability and efficiency required to perform the work in question and provided further that they meet the applicable availability requirements set-out in section 21.01. Employees requested to work in a classification more than one (1) pay grade below their normal classification shall be permitted to refuse such work without penalty.
- (b) When laid off employees on the recall list accept short term work under this section, they shall be paid at the rate applicable to the short term work being performed.
- (c) The Employer shall not be required to provide new or additional layoff notice when such short term work comes to an end.
- (d) There shall be no costs to the Employer when it provides short term work under this section, save and except the wages earned by the employees involved, statutory holiday pay as applicable for part-time and event-time employees under Article 26.03(d) (1)-(2) and vacation pay at the applicable percentages in accordance with section 25.03(a), paid on each pay-day.
- (e) Laid off full-time employees on the recall list who have selected Option 1 in accordance with Article 14.05(a) and who accept short term work under this section, shall have their twelve (12) month recall period extended by one (1)

additional month for each calendar month in which they actually perform at least one hundred and twenty (120) hours of such short term work.

**14.08 Union Notification**

(a) Pre-Layoff Notification

Prior to conducting the layoff, the Employer will notify the Union of this matter. Following notification the Employer will, upon request, meet with the Union to discuss the layoff.

(b) Exploration of Other Options

The Parties agree all reasonable efforts shall be made to conduct layoffs, with the least disruption and inconvenience to employees, therefore, following the initial meeting the Union will have one (1) week to explore any option prior to meeting with the Employer for a final discussion.

(c) Work Sharing Program

In the event a significant layoff of full-time employees is required and at the request of the Union, the Employer is prepared to cooperate with the Union in developing and implementing a mutually acceptable work-sharing program which utilizes available UIC funding to more equitably spread the effects of the layoff.

**14.09 Core Group**

The Core Group shall be the minimum number of full-time employees. The number of full-time employees shall not be less than ten (10), all of whom may not be working at one (1) time. Employees in the Core Group shall not be subject to layoff unless there is a complete shut down of operations.

**ARTICLE 15 - TECHNOLOGICAL CHANGE**

**15.01 Notice of Technological Change**

Where the Employer intends to introduce technological change, the Employer shall give ninety (90) days notice in writing to the Union and two (2) weeks notice to those specific employees affected.

**15.02 Meetings Between Employer and Union**

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

**15.03 Grievance Arbitration Procedure**

If the Employer and the Union fail to reach agreement, as set out in section 15.02 above, the matter shall be referred to Step 3 of the Grievance Arbitration Procedure of this Agreement.

## **ARTICLE 16 - TRAINING**

### **16.01 Purpose of Training**

The Employer and the Union agree to promote, wherever possible, the training or retraining of employees to improve their job skills related to the Stadium Operations.

### **16.02 Paid Training**

Employees required to attend compulsory training courses pertaining to Stadium operations after completing eight (8) hours of work in a day or forty (40) hours of work in a week, will receive overtime rates of pay. It is understood that payment of overtime rates in no way detracts from the compulsory requirement to attend.

### **16.03 Partial Paid and Unpaid Training**

The Employer may grant leave to allow employees to take educational courses and such leave may be without pay or with partial pay.

### **16.04 Labour-Management Committee Role**

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

### **16.05 Posting of Training Opportunity**

- (a) When the Employer conducts a compulsory training course pertaining to Stadium operations, which certain designated employees are required to attend, and the employees so required do not fill all of the spaces available in such course, with the result that the Employer elects to fill such available spaces with additional employees on a voluntary basis, the Employer shall post notice of this voluntary training opportunity as far in advance as operationally possible.
- (b) If more than the required number of employees volunteer for such training, the Employer shall fill the available spaces on the basis of seniority, in the following order of preference from among those who apply:
  - i) Firstly, full-time employees in the pertinent classification(s), then
  - ii) part-time and event-time employees in the pertinent classification(s), then
  - iii) full-time employees in other classifications, then

- iv) part-time and event-time employees in other classifications.
- (c) Voluntary training for part-time and event-time employees under this section shall be unpaid. Full-time employees who volunteer for training under this section shall not be paid while so doing, including the payment of overtime, when the training takes place at a time when the employee would not otherwise be at work.
- (c) Employees who commit to attend training sessions under this section and who fail to attend such training shall not be eligible for future training opportunities under subsection (b) until all other employees on the seniority list, who volunteer for training, have been accommodated. This restriction shall apply for a maximum period of twelve (12) months following the failure to attend.

## **ARTICLE 17 - JOB POSTINGS**

### **17.01 Posting of Vacancies**

The Employer agrees that all bargaining unit positions, with the exception of part-time entry level vacancies shall be posted for a period of ten (10) calendar days on designated Bulletin Boards and a copy of all such positions shall be provided to the Union.

### **17.02 Information on Postings**

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

- Nature of position
- Prerequisites required
- Hourly rate of pay
- Date of posting
- Date of closing

**(b) Time Limit**

The Employer shall, whenever possible, fill such postings within ninety (90) calendar days of the date of posting. Following this period of time the posting will be deemed to be no longer active.

### **17.03 Sequence and Priority in Selections**

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

- (a) From employees with the prerequisite qualifications, skill, ability, and efficiency required to perform the job available;

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

**17.04 Judgement Reasonable**

When selecting applicants, in accordance with Section 17.03, the Employer shall exercise its judgement in a reasonable manner.

**17.05 Copies of Posting Awards**

The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all Bulletin Boards.

**17.06 Limit on Future Postings**

A Full-time employee making application for a job vacancy who is the successful candidate must accept the position. On posting to another position an employee shall not be considered for any further posting for a period of six (6) months unless agreed to by the Employer.

**17.07 Rate of Pay for Successful Applicant**

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

**17.08 Trial Period**

Following the placement of the successful job applicant, he shall be placed on trial for two (2) months and upon satisfactory completion of the trial period will be confirmed in the position. If unable to perform the duties of the new position, the employee will be returned to the former position held. Any other employee transferred or promoted as a result of the original job posting will also be returned to his former status.

**17.09 Temporary Vacancies**

Temporary vacancies are not required to be posted or filled under this article, save and except when the Employer reasonably knows, prior to filling a temporary vacancy, that it will be for a duration of more than three (3) months. When the Employer reasonably knows that a temporary vacancy it intends to fill will be for a duration of more than three (3) months or longer, it shall post a notice of such vacancy under Section 17.01 and fill it in accordance with Section 17.03. The requirement to post and fill temporary vacancies under this section does not apply to those instances where

a vacancy is filled in good faith by the Employer without posting and the duration of such temporary assignment subsequently extends beyond three (3) months.

**17.10 Disabled Employee Placement**

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

**ARTICLE 18 - CONTRACTING OUT**

**18.01 No Layoff of Employees**

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in lay off of full-time or non-scheduling of part-time and event-time employees covered by this Agreement.

**18.02 Exceptions**

The Employer has the right to contract for services, provided the requirements of subsection (f) below have been met, when:

- (a) the Employer does not have the equipment or facilities necessary to provide the required service; or
- (b) the Employer does not have employees who perform such work or are qualified in such work; or
- (c) as proposed in the Letter of Understanding re Construction; or
- (d) the work is covered by a basic (not an optional extended) supplier's warranty that covers labour, or
- (e) any emergency occurs.
- (f) The Employer shall notify the Union prior to contracting-out work under sections (a) or (b) above. The Employer shall provide the Union with particulars of such work and shall consider alternatives proposed by the Union for having the work done in-house, provided such alternatives alleviate the Employer's operational concerns under sections (a) and/or (b).

### **18.03 Volunteers**

The Employer shall include in all License Agreements a provision requiring the maximum possible use of Bargaining Unit employees. If a client organization requests to substitute their own volunteers in a non-profit event for positions normally staffed by Stadium personnel at events, then Stadium management will discuss the request with Union representatives at the local level. They will try to reach a mutually agreeable level of staffing that will enable the event to take place in the Stadium. If no agreement is reached, the event shall not be scheduled with lower than normal staffing.

### **18.04 Staffing Plan**

Upon receipt of the Event staff availability updates on April 1 of each year, Stadium management will prepare a recruitment plan for the forthcoming CFL season. Minimum recruitment targets will be based on the staff required to cover a CFL football game using the actual attendance numbers of the previous year's season, excluding play-off games. The recruitment targets will be provided to the BCGEU by April 30 of each year. In the event there is a significant increase in attendance at, or the number of spectator events increase, the parties will meet to develop alternative benchmarks. This will occur should the B.C. Lions or the CFL cease to exist during the term of this Agreement. It is further agreed to continue recruitment to keep the staffing levels to strength throughout the year.

## **ARTICLE 19 - HOURS OF WORK**

### **19.01 Hours of Work - Event-Time Employees**

Event-time employees working on spectator events shall be paid a total of ten (10) minutes, at straight time rates, per shift for the completion of required sign-in and sign-out procedures.

### **19.02 Hours of Work - Full-Time Employees**

The work week for Full-time employees shall be comprised of forty (40) hours per week and the work shift will be either:

- (a) eight (8) hours per day, five (5) days per week; or
- (b) a twelve (12) hour shift schedule as set out in sub-section (c) below.
- (c) In the case of employees working the twelve (12) hour schedule, the following shall apply:
  - (i) The twelve (12) hour shift schedule will average forty (40) hours per week over an eight (8) week period, with one (1) four hour adjusted day and one (1) twelve (12) hour adjusted day off, to average three hundred and twenty (320) hours over the eight (8) week period. A

Memorandum of Agreement shall be entered into to give effect to establishing the designated adjusted days.

- (ii) The accumulation of regular hours, as indicated on the shift schedule, shall be at regular rates of pay.
  - (iii) Daily overtime shall be calculated as any hours in excess of twelve (12) hours in a regular day or any hours in excess of eight (8) on an adjusted day.
  - (iv) Weekly overtime shall be calculated as any hours worked in excess of three hundred and twenty (320) hours within the designated eight (8) week period.
- (d) Any changes to sub-section (a), (b) or (c) above, shall only be implemented where there is mutual agreement between the Parties.

### **19.03 Lunch Periods**

Employees shall be entitled to lunch periods in accordance with the following:

- (a) An employee scheduled to work eight (8) consecutive hours shall receive an unpaid lunch period of one-half (1/2) hour. This lunch period shall be scheduled as close as possible to the middle of the shift, subject to operational requirements. Shift schedules will be posted to include the one-half hour lunch period. Employees, who do not receive their lunch period on any day as a result of operational requirements, shall be paid time and one-half for working through such period, to a maximum of one-half (1/2) hour's overtime on any one day.
- (b) Employees who are required to eat their meals at their place of work, and are subject to interruptions to perform their duties during the meal period, shall have the meal period scheduled with pay within their work day.

### **19.04 Rest Periods**

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

### **19.05 Stand-by Provisions**

- (a) Where Full-time employees are required to stand-by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hour's pay for each three (3) hours standing by (i.e. eight hours standby would entitle the employee to 2 2/3 hours' pay). An employee designated for stand-by shall be immediately available for duty during the period of stand-by at a known

telephone number. No stand-by payment shall be made if an employee is unable to be contacted, or to report for duty when required, or is unfit to perform his duties when required. The provisions of this paragraph do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.

- (b) Employees required to stand-by under paragraph (a) will not be required to stand-by on two (2) consecutive weekends or two (2) designated paid holidays, except by mutual agreement. The provisions of this paragraph will not apply in emergency situations.
- (c) When the Employer requires a full-time employee to work stand-by, it shall first seek volunteers, in seniority order, from the applicable classification, provided the employee(s) in question has the required qualifications, experience, skill and ability. If no employee with the required qualifications, experience, skill and ability volunteers to perform the work, the Employer reserves the right to assign such work, in reverse order of seniority, to employees within the applicable classification with the required qualifications, experience, skill and ability. The Employer shall give affected employees as much notice of its stand-by requirements as operationally possible.

#### **19.06 Split Shifts**

- (a) No employees shall work split shifts except by mutual agreement between the Employer and a Shop Steward.
- (b) In the event a split shift is agreed, employees affected will receive an additional one (1) hour pay for the shift.

#### **19.07 Clean-up Time**

Employees shall be allowed reasonable time by the Employer during the work day for personal clean-up purposes.

#### **19.08 Work Time Records**

Should an employee disagree with his Supervisor as to the accuracy of his work and overtime records, the Union official within his jurisdiction shall have the right, on reasonable notice, to inspect the employee's work and overtime records.

Time sheets shall not be altered without the employee's knowledge. Should a time sheet require alteration, the supervisor involved shall initial that a change has been made and advise the employee, before the employee leaves the building if possible. When this is not possible, a copy of the altered initialled time sheet will be forwarded to the employee's current address on record, as soon as operationally possible.

**19.09 Twelve-hour Shifts/Control Room**

Building Security/Control Room employees shall work on a 12-hour shift basis. Such shifts shall be scheduled in the manner set out in 19.02 above.

**ARTICLE 20 - REPORTING PAY**

**20.01 Guaranteed Minimum Hours**

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

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

**20.02 Weather Conditions Excepted**

If the reason for suspending work on any day is due to weather conditions the minimum reporting pay shall be two (2) hours at the employee's classified straight time rate of pay.

**ARTICLE 21 - WORK SCHEDULES AND AVAILABILITY**

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

**(a) Full-Time Employees**

Work schedules including starting times for Full-Time employees shall be posted on the Monday two (2) weeks prior to the week in which a shift is to be worked.

For Event Maintenance employees who become full-time pursuant to Definition 17, work schedules shall be posted by the fourth (4th) calendar day two weeks in advance of the week in which a shift is to be worked.

**(b) Part-Time Employees**

- (i) Work Schedules, including starting times and finishing times, shall be assigned for Part-Time employees on the basis of service date by classification. Such posting will occur by 0800 hours on the Wednesday, two (2) weeks in advance of the week in which a shift is to be worked. Part-time employees must confirm their work assignment with the Employer by 1200 hours on the Monday in the calendar week prior to the calendar week in which such work

assignment commences. After 1200 hours on that Monday, all unconfirmed work assignments shall be bumped to less senior qualified employees within classifications. This work shall be offered in order of seniority to employees on the Part-Time Short Call List, so as to post the final work schedule by Friday in the calendar week prior to the calendar week in which such work assignments commence.

A Part-Time employee may indicate in writing to the Employer his interest to work in the Event category.

The Employer shall then place the employee by service date in the Event classification that he is qualified for or if not qualified after the next scheduled training when appropriate.

- (ii) Once placed, following posting and confirmation of assignments under section 21.01 (b) (i) the Part-Time employee involved shall for the forthcoming week be offered short call assignments in his Event classification, taking into account his available days in accordance with section 21.02 (a).

- (iii) **Short Call List**

A short call list shall be established to fill work requirements on the Tuesday in a calendar week prior to the calendar week in which the shift is to be worked, for work not confirmed by employees pursuant to Section 21.01(b)(i), or to fill unforeseen work requirements.

The list shall consist of any employee who chooses to inform the Employer of his availability to work on a short notice basis for part-time work. Employees can choose to indicate short call availability indefinitely according to their availability, or per day and/or shift.

Employees on the short call list shall be scheduled for work for which they are qualified in accordance with their seniority.

Employees declining shifts in accordance with this section will be deemed to have failed to confirm an assignment of work and therefore subject to Article 21, section 21.05 - No Show.

- (iv) New shifts for part-time employees will be offered to the most senior available qualified employees first, then to persons on the short call list, by seniority within classification, so as to fill the shifts as quickly as possible. Reassignment of previously scheduled shifts, on the basis of seniority of qualified employees within classification will be accommodated.
- (v) For the purposes of (i) above, Event Maintenance 3 and Event Maintenance 4 will be considered one classification and for event

electrical requirements Event Maintenance 1 and Event Maintenance 2 will be considered one classification provided the employee is qualified.

- (vi) Where an employee is to be scheduled to work in accordance with 21.01 (b)(i) but is considered unqualified to perform the specific duties in the Event Maintenance 3 classification, the next senior qualified employee will be scheduled and a make up shift will be scheduled at a later date.

**(c) Event-Time Employees**

**(i) Scheduled Work**

Work Schedules for Event-Time employees, including starting times and finishing times, shall be assigned on the basis of service date by classification. Such posting will occur two (2) weeks in advance of the date of the event to be worked. Event-Time employees must confirm their shift schedule with the Employer one (1) week in advance of the event date. One week after first posting the work schedules, all unconfirmed work assignments will be bumped to less senior employees within classifications, on the Event-time short call list, so as to post the final work schedules by close of normal business the day before the Event.

**(ii) Short Call List**

- A short call list will be established to fill work requirements one week prior to an event for work not confirmed by employees as assigned in Article 21.01 (c) (i), or to fill unforeseen work requirements.
- The list shall consist of any employee who chooses to inform the Employer of his availability to work on a short notice basis for event-time work. Employees can choose to indicate short call availability indefinitely according to their availability, or per event day and/or shifts.
- Employees on the short call list shall be scheduled for work for which they are qualified in accordance with their seniority.
- Employees declining shifts, in accordance with this section, will be deemed to have failed to confirm an assignment of work and therefore subject to Article 21, Section 21.05 - No Show.

## 21.02

### Availability Requirements

#### (a) Part-time Employees

Part-time employees shall be required to indicate their full-shift hours of availability for a minimum of four (4) days per week. Such days will remain constant unless changed in accordance with section 21.02 (c). All Part-Time employees must be available for Major Conversions.

Effective June 1, 2005, availability for all new hires will be as follows:

Part-time minimum availability four (4) days per week and eight (8) hours per day between 05:00 and 24:00.

**Effective June 1, 2007, availability for all new hires shall be as follows:**

**Part-time minimum availability four (4) days per week where at least one of those four days must be a Saturday or Sunday, and eight (8) hours per day between 05:00 and 24:00.**

#### (b) Event-Time Employees

Event-Time employees shall be required to indicate their available hours for a minimum of three (3) days per week. Such days will remain constant unless changed in accordance with section 21.02 (c). All Event-Time employees must be available for Major Events.

Effective June 1, 2005, availability for all new hires will be as follows:

Event-time minimum availability three (3) days per week and six (6) hours per day between 05:00 and 24:00.

**Effective June 1, 2007, availability for all new hires shall be as follows:**

**Event-time minimum availability three (3) days per week where at least one of those three days must be a Saturday or Sunday, and six (6) hours per day between 05:00 and 24:00.**

#### (c) Changes

Employees in the Part-Time and Event-Time categories will, during each two month period, be given an opportunity to indicate changes in their availability for work assignment. Any requested employee changes must adhere with the guidelines as set out in section 21.02 (a) and (b) above. Such changes will take effect one (1) week following the closing date for submissions. Employees who are on probation shall not be permitted to change their availability during their first six (6) months of employment, except for students who commence a

new term or year of study at a recognized post-secondary educational institution, after two (2) months of employment, which makes it impossible for them to work the availability initially indicated.

**(d) Mandatory Information**

- (i) Every Part-time and Event-time Employee must provide the Employer with his/her availability, current address and telephone number, in writing, before being scheduled for work and two (2) times per year thereafter on April 1 and October 1, in order to continue to be scheduled for work.
- (ii) Failure to conform with Article 21.02 (d) (i) within two (2) weeks of employment or after one of the two deadlines will be followed by a final written reminder. This will not apply to employees who have been given an approved leave of absence covering these periods, but will apply again upon expiry of the approved leave. If the deficiency has not been corrected by the employee within two (2) weeks of the date of the reminder, the Employee shall not be scheduled for work. Employees who are not scheduled in accordance with this clause shall still receive No Shows in accordance with Article 21.05 (a) for shifts they would have been scheduled for had they submitted their availabilities.

**21.03 Release from Availability Requirements**

Employees may be excused from days of availability if they meet the conditions for authorized leave as set out in this Agreement. In addition, employees will be excused for available days, indicated in section 21.02 (a) and (b) above, for reasons acceptable to the Employer. The Employer will not unreasonably withhold approval.

**21.04 Exchange of Shifts**

Employees may exchange assigned shifts with the approval of their immediate Supervisor provided that, whenever possible, sufficient notice in writing is given and further provided that there is no increase in cost to the Employer.

**21.05 No Show**

Employees will be noted for no shows under the following circumstances (except as set out in sections 21.03 and 21.04 above):

- (a) Fail to confirm an assignment of work, or
- (b) Fail to work a confirmed shift.
- (c) Each part-time and event-time employee shall be permitted to call-in sick on three (3) separate occasions in each year (November 1 – October 31) and not

be recorded as a “no show” on such occasions. Thereafter in that year, when a part-time or event-time employee calls in sick, he shall be recorded as a “no show” unless he provides the Employer with a physician’s note to verify that he was actually ill on the day(s) in question. The employee will be reimbursed to a maximum of \$10.00 upon presentation of original receipt.

An employee who accumulates four (4) NO SHOWS in a twelve (12) month period (November 1 – October 31) may be terminated. If any four (4) of such NO SHOWS is for 21.05(b) or (c) in a twelve (12) month period (November 1 – October 31), the Employee shall be terminated.

## **21.06 Notice Periods**

- (a) Employees who are requested to work without proper notification, as set out in section 21.02, may decline such work assignment without penalty.
- (b) The Employer may, upon twenty-four (24) hours advance notice, alter an employee's shift assignment without penalty. Should the Employer not provide such notice and the employee works the required altered shift, then the employee shall be paid at the appropriate overtime rate for such time worked.
- (c) Where a major event has been scheduled and it subsequently becomes apparent that not all employees will be required, staffing levels in the affected classifications may be reduced to the required number in the following order:
  - i) requests for leaves will be granted in the order received
  - ii) staff will be called in seniority order and offered the chance to decline the shift without penalty of a "no show".

## **21.07 Shift Breaks**

**Effective June 1, 2007 employees are entitled to a minimum eight (8) hours between the time they finish work and the time they begin the next shift. If the employee's shift is scheduled or extended so that the required eight (8) hours is not provided, the employee has the following options:**

- (a) **work the hours that overlap the eight hour interval, and be paid overtime rates for those hours, or**
- (b) decline to work the additional hours which extend into the required interval. If the first shift was scheduled to extend into this interval, the employee who elects this option will be paid at straight time for the hours scheduled.

## ARTICLE 22 - RATES OF PAY AND CLASSIFICATIONS

### 22.01 Rates of Pay

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

### 22.02 New Classifications

- (a) When the Employer establishes a new job classification for which no wage rate is presently established, the rate for such new classification shall be established by agreement between the Employer and the Union. The final adjustment agreed to will be retroactive for the hours worked on the new job.
- (b) In the event the Union and the Employer cannot agree on a wage rate for a new classification, the Employer will assign an interim rate and the Parties will proceed to Arbitration.
- (c) The Parties agree to introduce a job evaluation plan pertaining to positions covered by this Agreement during the life of this Agreement.

### 22.03 Pay Days

- (1) All Employees shall be paid wages every other Tuesday.
- (2)
  - (i) For Full-Time or Part-Time Employees working during the third (3rd) shift (9 pm to 4:29 am) starting on the Monday before payday Tuesday, their pay cheque shall be handed over during or at the end of such shift. The objective here is to avoid inconveniencing the employee who may not be scheduled to work a shift during cheque distribution time on payday Tuesday.
  - (ii) If the pay cheque is not available in conformance with Article 22.03(2)(i) above, the Employer will deliver such cheque to the employee's current address of record, on the payday Tuesday.
- (3) **Each employee's pay shall be issued by direct deposit into a designated bank account. If an employee's pay is not payable on the payday Tuesday, the Employer will arrange for the employee to be provided with an adequate advance on the employee's wages.**
- (4) The employer shall provide to all employees a written accounting of wages paid, which shall include the hours worked for each day of the pay period and the rate of pay on which those wages were calculated. This shall become effective sixty (60) days after ratification.

## **22.04 Work in Higher Classification**

When an employee is requested to work in a higher wage classification, such employee shall be paid the higher rate of pay for all hours worked in the higher classification.

## **22.05 Selection of Temporary Captains**

Article 17.09 notwithstanding, when the Employer wishes to appoint an event-time captain on a temporary basis to replace a regular captain who is absent, it shall select the senior employee from among those employees who are at work at the time within the applicable classification, provided always that such employee possesses the required qualifications, skill, ability and efficiency to perform the work.

## **22.06 Job Classifications**

All employees covered by this Agreement shall be classified and paid in accordance with the job classifications as set out in this Article.

### **(a) Full-time Employees**

#### **(1) Skilled Tradesperson**

An employee who for a specific position must have two inter-provincial trade or B.C. trade qualifications or technical qualifications required for the job. The technical qualification will be a minimum 2 year diploma of technology (BCIT or equivalent) and at least 2 years experience.

#### **(2) Building Maintenance Skilled**

An employee who for a specific position must have an inter-provincial trade or B.C. trade qualification or technical qualification required for the job. The technical qualification will be a minimum 2 year diploma of technology (BCIT or equivalent) and at least 2 years experience.

Some types of work performed:

- (a) Mechanical equipment repairs and maintenance
- (b) Electrical repairs and maintenance
- (c) Electronic repairs and maintenance (audio, video, radio, CCTV, etc.)
- (d) Building controls and maintenance
- (e) HVAC repairs and maintenance
- (f) Plumbing installations and repairs
- (g) Telephone installations and maintenance
- (h) Refrigeration repairs and maintenance

**(3) Building Maintenance Semi-Skilled**

An employee who for a specific position must have either: An acceptable diploma, certificate or training level as required for the job or an equivalent combination of previous experience and ability as required for the job.

Some types of work performed:

- (a) Door repairs
- (b) Roof repair work
- (c) Radio repair and maintenance
- (d) Telephone installations
- (e) Finishing carpentry
- (f) Routine preventive maintenance in all trades
- (g) Painting
- (h) Keys and locks
- (i) Scheduled relamping
- (j) Inspection, reports and project planning
- (k) Basic carpentry

**(4) Control Room Operator/Building Security Technician**

**An employee who has obtained a 4<sup>th</sup> Class BCIT Power Engineering certificate or equivalent qualification.**

Some types of work performed:

- (a) Analyze and resolve technical concerns
- (b) Control Room Operator
- (c) Building Security
- (d) Maintenance

**(5) Control Room Operator/Building Security**

An employee who performs specific tasks such as:

- (a) Control room operator
- (b) Building security

**(6) Building Housekeeping**

An employee who performs cleaning work unsupervised.

Some types of work performed:

- (a) Washing floors

- (b) Waxing floors (power buffing)
- (c) Stripping floors
- (d) Glass cleaning (low level)
- (e) Dusting (all areas)
- (f) Garbage removal
- (g) General cleaning
- (h) Office plant maintenance
- (i) Forklift and scrubber/sweeper operation

**(b) Part-time Employees**

**(1) Event Maintenance 1**

An employee who for a specific position must have an inter-provincial trade or B.C. trade qualification or technical qualification required for the job. The technical qualification will be a minimum 2 year diploma of technology (BCIT or equivalent) and at least 2 years experience.

Some types of work performed:

- (a) Audio operators
- (b) Event electricians
- (c) Audio/video technicians

**Event Maintenance 1 Captain**

An Event Maintenance 1 Captain will perform duties as per other captains.

**(2) Event Maintenance 2**

An employee who for a specific position must have either: An acceptable diploma, certificate or training level as required for the job; or equivalent combination of previous experience and ability as required for the job.

Some types of work performed:

- (a) Telephone installations (events)
- (b) Starboard programmer/operator
- (c) Event electrical (without interprovincial trade qualification or B.C. trade qualification)

**(3) Event Maintenance 3**

An employee who has worked as an Event Maintenance 4, and has completed training, where appropriate and/or has demonstrated skilled performance in five (5) of the following seven (7) areas:

- (a) Almeise equipment and turf laying
- (b) Sign machine
- (c) Kayson moving including use of forklift 10,000 lbs and over, with 5th wheel in operation.
- (d) Rigging, including winches and cables and snorkel lift
- (e) Painting field logo and lines, using alignment equipment
- (f) Crew leadership
- (g) Seat repair
- (h) High level window washing
- (i) Propane maintenance
- (j) Roof cleaning
- (k) Pressure washing (over 1000 psi or 140° F temperature)
- (l) Grounds maintenance

Employees in the Event Maintenance 4 classification will be given a fair and reasonable opportunity to train in the above duties, in accordance with their seniority and availability, to qualify in the above areas, subject to work requirements, current practices and the event schedule.

Some types of work performed:

- (a) Equipment operation (forklift, almeise, snorkel lift, scissor lift, sweeper scrubber)
- (b) Field line/logo painting
- (c) Football/baseball board painting
- (d) Field conversions
- (e) Event set up/tear down (turnstiles, barricades, fencing, etc.)
- (f) Sign making
- (g) General labour
- (h) Swamping
- (i) Turf conversions
- (j) Event standby
- (k) Cable pulling
- (l) Trades helper
- (m) Propane filling
- (n) Emergency and unscheduled relamping
- (o) Pressure washer (under 1000 psi or 140° F)
- (p) Unskilled grounds maintenance (weeding and lawn mowing)
- (q) Window washing

**(4) Event Maintenance 4**

An employee who has skills relating to the conversion of the stadium for the purpose of staging an event.

Some types of work performed:

- (a) Equipment operation (forklift, almeise, snorkel lift, scissor lift, sweeper scrubber)
- (b) Field line/logo painting
- (c) Football/baseball board painting
- (d) Field conversions
- (e) Event set up/tear down (turnstiles, barricades, fencing, etc.)
- (f) Sign making
- (g) General labour
- (h) Swamping
- (i) Turf conversions
- (j) Event standby
- (k) Cable pulling
- (l) Trades helper
- (m) Propane filling
- (n) Emergency and unscheduled relamping
- (o) Pressure washer (under 1000 psi or 140° F)
- (p) Unskilled grounds maintenance (weeding and lawn mowing)
- (q) Window washing

(c) All employees in the above classifications may be required to direct a crew of workers and to work in lower classifications at no loss of pay, from time to time.

**(d) Event - Time Employees**

- 1. Security Captain
- 2. Security Regular
- 3. Hosting Captain
- 4. Hosting Regular
- 5. First Aid Captain
- 6. First Aid Regular
- 7. Event Housekeeping Captain
- 8. Event Housekeeping Regular

(e) **Grandfather Provision** - Any employee in a classification that was in effect prior to June 1, 1991, who would be adversely affected by the 1991-1994 Collective Agreement definitions (a), (b) and (c), will be placed in the classification corresponding to his wage rate regardless of these definitions.

**22.07 Skill Assessment**

Where an Employee disagrees with the Employer's assessment of his skill level or classification, the Labour Management Committee will review the area of disagreement and a special sub-committee made up of one representative of the Union and one representative of Management will investigate. Where the sub-committee cannot agree the matter will be dealt with through the grievance and arbitration procedure.

## ARTICLE 23 - OVERTIME

### 23.01 Definitions

- (a) **"Overtime"** - means work performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.
- (b) **"Straight time rate"** - means the hourly rate of remuneration.
- (c) **"Time and one-half"** - means one and one-half times the straight time rate.
- (d) **"Double time"** - means twice the straight time rate.
- (e) **"Double time and one-half"** - means two and one-half times the straight time rate.

### 23.02 Overtime Compensation

#### (a) Rates of Compensation

Overtime shall be compensated at the following rates:

- (i) time and one-half for the first three (3) hours of overtime on a regularly scheduled work day; and
- (ii) double time for all hours worked in excess of three (3) on a regularly scheduled work day; and
- (iii) double time for hours worked on a regular day off; and
- (iv) double time for all hours worked on a Paid Holiday which was a scheduled day off in addition to the compensation in Article 26.

The compensation in (i) and (ii) above is to be on a daily basis and not cumulative.

#### (b) Prior to A Shift

For the purpose of calculating compensatory overtime rates only, time worked prior to, but adjoining a scheduled shift, shall be deemed to be time worked after that shift.

### 23.03 Payment for Overtime Compensation

Employees shall be compensated for overtime in cash or time off at the employee's option. If the employee chooses time off, such time off will be scheduled by mutual agreement between the employee and his Supervisor not later than his next scheduled vacation period or December 31st of the year such time off was earned. It is agreed

that the maximum time that an employee may have in the bank at any one time is forty (40) hours.

#### **23.04 Recording of Overtime**

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

#### **23.05 Distribution of Overtime**

- (a) For purposes of this section, unscheduled overtime means overtime occurring on short notice {i.e. overtime that is not scheduled at least forty-eight (48) hours in advance}, that is integral to work being performed at straight-time and/or which normally occurs immediately before or immediately after a regular shift.
- (b) Unscheduled overtime shall be offered to employees, actually at work when the applicable straight-time work is performed, on the following basis:
  - (i) to those full-time employees(s) who actually performed or are scheduled to actually perform the applicable straight-time work, on the basis of seniority;
  - (ii) to other full-time employees within the applicable classification, actually at work at the time, on the basis of seniority;
  - (iii) to part-time employees (or event-time employees if applicable) within the applicable classification, actually at work at the time, on the basis of service date within that classification, subject to the provisions of Article 23.10;
  - (iv) to full-time employees from other classifications, actually at work at the time, on the basis of seniority, provided they have the qualifications, skill and ability to perform the overtime work.
  - (v) to part-time employees (or event-time employees if applicable) from other classifications, actually at work at the time, on the basis of seniority, provided they have the qualifications, skill and ability to perform the overtime work, subject to the provisions of Article 23.10
- (c) The Employer shall maintain two (2) lists of employees who have formally indicated a desire to work other overtime, by classification, one comprising only full-time employees, the other comprising only part-time employees. Overtime which is not covered by subsection (a) and (b) above, shall be offered to employees from each such list in the same order as established in the above subsection.

- (d) Employees must provide a telephone number where they may be contacted for overtime, not covered by subsections (a) and (b) above, and the Employer shall be deemed to have met its obligations under this section by either contacting employees at work or attempting to contact them at the telephone number so provided.
- (e) The Employer reserves the right to remove any employee from the scheduled overtime lists for a period of six (6) months when that employee has previously rejected two (2) offers of overtime under subsection (c) without good and sufficient reason during any six (6) month period.

**23.06 Refusal of Overtime**

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

**23.07 Overtime Entitlement**

An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours. Overtime shall be compensated for the exact time worked except as provided in section 23.11.

**23.08 Overtime Meal Allowance**

- (a) When an employee is required to work three (3) hours or more immediately before or after completion of his scheduled daily hours, he shall be provided with a meal, the cost of which will not exceed \$10.30. A meal break of twenty (20) minutes will be given.

Effective June 1, 2001, the meal allowance will be increased to \$11.50.

- (b) If the employee continues to work overtime beyond three (3) hours a further meal shall be provided upon completion of an additional four (4) hours worked and upon the completion of every three (3) hours worked thereafter.
- (c) When an employee is not on stand-by and is called out for overtime prior to his scheduled shift and it was not possible to give at least one-half (1/2) hours notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal.
- (d) In the case of an employee called out on overtime to work on a rest day, (a) and (b) above will apply only to hours worked outside his regular shift times for a normal work day.

**23.09 No Lay-off to Compensate for Overtime**

Employees shall not be required to lay-off scheduled work to equalize any overtime worked.

**23.10 Overtime for Part-time or Event-time Employees**

- (a) A Part-time or Event-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his scheduled shift, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A Part-time or Event-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his scheduled shift, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

**23.11 Call-out Provisions**

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

**23.12 Rest Interval After Overtime**

The Employer shall make every effort to ensure a rest interval of eight (8) clear hours between the end of overtime and the beginning of the next regular shift.

**ARTICLE 24 - SHIFT WORK**

**24.01 Definition of Shift For Shift Premiums**

**(a) Definition of Shift**

- (1) all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive, shall be considered a day shift;
- (2) all hours worked on any shift which starts between 2 p.m. and 8:59 p.m. shall be considered a second shift;
- (3) all hours worked on any shift which starts between 9 p.m. and 4:29 a.m. shall be considered a third shift.

**(b) Shift Premium (full-time employees)**

Effective June 1, 2003

\$1.05 per hour for second shift

\$1.15 per hour for third shift

**24.02 Shift Premium Entitlement**

- (a) A Full-time employee working a shift in accordance with the provisions of section 24.01 shall be paid the applicable shift premium rate for all hours worked on such shift.
- (b) The shift premiums contained in this Article shall not be included in calculating overtime rates of pay but shall be paid for all overtime hours worked in conjunction with such shift.
- (c) An event-time employee, who works a relief shift directly replacing an absent full-time employee on a shift which such full-time employee would have worked had he/she not been absent, shall be eligible for shift premiums for such shift in accordance with this article.

**ARTICLE 25 - VACATION ENTITLEMENT AND PAY**

**25.01 Purpose of Vacation**

The purpose of annual vacation is to provide employees with a period of rest and relaxation away from the work environment, therefore, all Full-time employees shall be required to take their annual vacations during the year of entitlement, except as stated in section 25.11.

**25.02 Year of Service**

For the purposes of this Article an "anniversary year" shall mean twelve (12) consecutive months of employment with the Employer from the date of acceptance as a full-time employee.

**25.03 Vacation Entitlement**

- (a) A Full-time employee shall receive annual vacation with pay, according to his full-time anniversary date of employment, as follows:

Effective June 1, 2002 entitlement shall be as follows

Number of Full-time Anniversaries of <u>Employment</u>	Entitlement
0-1	4% of Gross Wages
1-7	3 weeks or 6% of Gross Wages
8-11	4 weeks or 8% of Gross Wages
12-19	5 weeks or 10% of Gross Wages
20 or more	6 weeks or 12% of Gross Wages

- (b) A Full time employee that terminates employment with the Employer, for any reason, prior to achieving his first anniversary date as a Full-time employee, shall be entitled to four percent (4%) of gross earnings to date of termination, less any vacation pay received.
- (c) **Part-time and event-time employees hired on June 1, 2007 or thereafter, shall receive, in lieu of vacation, 4% gross wages for the first four (4) years of employment. Thereafter, the amount payable in lieu of vacation shall be 6% of gross wages.**
- (d) Part-time and Event-time employees hired prior to June 1, 2007 shall receive in lieu of Vacation, the following:

1st year of Employment	6% of Gross Wages
2nd year of Employment	8% of Gross Wages
3rd year of Employment and Greater	10% of Gross Wages

#### **25.04 Vacation Scheduling**

##### **(a) Posting Dates**

All Full-time employees shall be required to submit their request for vacations on or before April 1st of each calendar year. The Employer shall post approved vacation schedules on or before April 30th of that year.

##### **(b) Seniority Preference**

Seniority shall govern the order of preference in the scheduling of vacation periods which shall be scheduled on the basis of a minimum period of one (1) week, as far as is possible.

**(c) Desirable Times**

In so far as possible, the Employer shall grant vacations at times most desirable to employees, subject to operational requirements.

**(d) Unscheduled Vacations**

If employees do not schedule their vacations, in accordance with sub-sections 25.04 (a) and (b) of this Article, unscheduled vacations will be scheduled on a first come first served basis.

**25.05 Paid Holiday Coinciding with Day of Vacation**

If a Paid Holiday, as set out in Article 26, Section 26.01 of this Agreement, falls within a Full-time employee's annual vacation period, such employee shall be entitled to an additional day of vacation with pay in conjunction with that vacation period.

**25.06 Vacation Payment**

A Full-time employee, on request, following necessary documentation, shall be entitled to receive his vacation pay in the regular pay period immediately preceding the commencement of the vacation period.

**25.07 Part-time and Event-time Employees**

- (a) A Part-time or Event-time employee will be entitled to receive the payment described in Section 25.03 of this Article. Part-time or Event-time employees shall receive the unused portion of such payment upon termination or December 31st of the year in which the benefit was earned. Event time employees will be paid their vacation pay earnings on each paycheque, unless they request to accumulate vacation entitlement. Such requests may only be submitted once in a calendar year.
- (b) Part-time or Event-time employees shall notify the Employer at least fourteen (14) days in advance when they will not be available for work assignment due to vacation.
- (c) Part-time employees, upon qualifying for five (5) days of vacation pay, may request such monies as an advance for the purposes of vacation. Such request must be made to the Employer at least fourteen (14) days in advance of when it is required.

**25.08 Call Back from Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

- (b) When, during any vacation period, an employee is recalled to duty, he shall be reimbursed for all expenses incurred thereby by himself, in proceeding to his place of duty and in returning to the place from which he was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.
- (c) Time necessary for travel in returning to his place of duty and returning again to the place from which he was recalled shall not be counted against his remaining vacation entitlement.

**25.09 Vacation in First Year**

Full-time employees may take one (1) week of accrued vacation with pay in their year of hire provided they have a minimum of six (6) months service.

**25.10 Leave of Absence While on Vacation**

When an employee is in receipt of Weekly Indemnity Plan benefits, or on leave with pay in accordance with the provisions of Article 30, during his vacation period, there shall be no deduction from vacation time for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation must advise the Employer and provide acceptable documentation within five (5) days of returning to work.

**25.11 Vacation Carry Over**

Full-time employees entitled to vacation of two (2) weeks or more may, upon written request by April 1st of each year, carry over up to five (5) working days, per annum, of annual vacation entitlement. However, such vacation entitlement carried over must be scheduled and taken during the following year.

**25.12 Entitlement Excess - Options**

Once the percentage of gross wages has exceeded the annual entitlement in days in any vacation year (April 1 - March 31), the full-time employee has the following options to use the difference between the two entitlements:

- (a) Schedule the differential in time off, subject to article 25.04 (c), during the vacation year in which it is earned.
- (b) Take the difference in pay accumulated to date as an additional payment, in association with regular vacation time off. This option may be used only once during any calendar year.

Any remaining differential at the end of the vacation year (March 31) will be paid-out to the employee in the following payroll period.

## ARTICLE 26 - PAID HOLIDAYS

### 26.01 Paid Holidays

The following have been designated as paid holidays:

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

Any other holiday proclaimed by the Federal, Provincial, or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

### 26.02 Eligibility

#### (a) Full-time Employees

A Full-time employee, following thirty (30) calendar days of continuous services, shall be eligible for Paid Holidays.

The benefits of this Article do not apply to employees who are on layoff, leave of absence without pay, disability, Workers' Compensation, provided that employees who have returned to work from any of the above and who work the day before a statutory holiday and at least three (3) other regularly scheduled shifts in the week prior to a holiday and/or in the week in which the holiday falls, shall be paid for such holiday in accordance with this article.

#### (b) Part-time and Event-time Employees

Part-time and Event-time employees, following thirty (30) calendar days of continuous service shall be eligible for paid holidays.

The benefits of this article do not apply to employees who are on layoff, leave of absence without pay, disability or Worker's Compensation, provided that part-time and event-time employees who worked at least one regularly scheduled shift in the thirty (30) days prior to a statutory holiday shall be paid for such holiday in accordance with this article.

### 26.03 Entitlement

#### (a) Full-time Employees

(i) An eligible Full-time employee not required to work the holiday shall receive holiday pay equivalent to one (1) days pay.

- (ii) A Full-time employee regularly scheduled to work on the holiday shall be paid at time and one-half (1 1/2) for the hours worked. In the case of Christmas and New Years, eligible employees shall be compensated at double time (2) for hours worked. In addition, eligible Full-time employees shall be given an alternate paid holiday at the employees election, at a mutually convenient time but in no event later than his next scheduled vacation.

**(b) Part-time & Event-time Employees**

- (i) An eligible Part-time or Event-time employee not required to work the holiday shall receive holiday pay as follows:
  - (1) Pay equivalent to the employee's total wages, excluding overtime, for the thirty (30) day period before the paid holiday divided by the number of days worked, if the eligible Employee has worked at least fifteen (15) of the last thirty (30) days before the paid holiday.
  - (2) Pay equivalent to the employee's total wages excluding overtime for the thirty (30) day period before the paid holiday, divided by fifteen (15) if the eligible employee has worked less than fifteen (15) of the last thirty (30) days before the holiday.
- (ii) An eligible Part-time or Event-time employee scheduled to work the holiday shall receive time and one-half for hours worked. In the case of Christmas and New Years, eligible Part-time and Event-time employees shall receive double time (2) for hours worked.
- (iii) Part-time and Event-time employees who are not eligible for the holiday and are scheduled to work shall receive straight time for hours worked.

**26.04 Holidays Falling on Saturday or Sunday**

For an employee whose work week is from Monday to Friday and when any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purposes of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding provision already applies to the Monday), shall be deemed to be the holiday for the purposes of this Agreement.

**26.05 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

**ARTICLE 27 - SAFETY**

**27.01 Compliance with Statutes**

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act, or any other statute of the Province of British Columbia pertaining to the working environment, shall be complied with fully.

**27.02 Safety Committee**

- (a) The Employer and the Union shall establish a Safety Committee to be comprised of an equal number of Union and Employer representatives. The Union representatives shall be selected by the Union and such representatives must be in the employ of the Employer. The Committee shall meet at such times as it may determine to discuss questions or problems which may arise with respect to the health and safety of the employees, but, in any case shall meet not less than one (1) time each calendar month.
- (b) The Union's representatives on the Committee shall be paid their applicable straight-time rate of pay for all time spent at Committee meetings or other approved work of the Committee held during their regularly scheduled working hours.
- (c) Minutes of all Committee meetings will be kept and copies posted on all Union/Management bulletin boards. Copies of the minutes will also be distributed to the Employer, Workers' Compensation Board and the Union's Headquarters.
- (d) The Committee shall:
  - (1) carry-out regular safety inspections as required by the Workers' Compensation Board regulations;
  - (2) carry-out accident investigations as required by the Workers' Compensation Board regulations;
  - (3) recommend measures to attain compliance with Workers' Compensation Board regulations and the correction of hazardous conditions;

- (4) determine that the structures, equipment, machinery, tools, methods of operation and work practices are in accordance with the Workers' Compensation Board regulations;
- (5) consider recommendations from the work force and/or the Employer in respect to industrial health and safety matters and recommend their implementation to the Employer, where warranted;
- (6) hold regular meetings in accordance with Section (a) for the review of:
  - (a) reports or current accidents or industrial diseases, their causes and means of prevention; and
  - (b) remedial action taken or required by the reports of investigations and inspections; and
  - (c) any other matters pertinent to industrial health and safety.

**27.03 Performance of Work**

- (a) If an employee believes, in good faith, that the performance of specific work assigned would endanger his health and/or safety, then he may refuse to perform such work assigned.
- (b) Where such refusal is in good faith the employee shall, for the shift involved, be assigned to other work at the equivalent shift rate or relieved of all duties and paid for the remainder of the shift.
- (c) Employees abusing the intent of the provisions of this Section may be subject to disciplinary action.

**27.04 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment, or is sent home as a result of such injury, shall receive payment for the remainder of his shift.

**27.05 Transportation of Accident Victims**

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

**27.06 Investigation of Accidents**

- (a) The Safety Committee, as provided in Section 27.02 of this Article, shall be notified of each accident or injury and shall investigate and report to the Union and the Employer on the nature and cause of the accident or injury.
- (b) In the event of a fatality the Employer shall immediately notify the President of the Union, or his designate, the nature and circumstances of the accident.

**27.07 Protective Clothing and Equipment**

- (a) With the exception of footwear and prescription glasses, where the Employer is required, in accordance with Workers' Compensation Board requirements, to provide protective clothing and safety equipment, employees shall wear such clothing and use such equipment as directed by the Employer.
- (b) Effective June 1, 2000, full-time employees who are required by the Employer to wear safety footwear shall be paid a footwear allowance of \$100.00 every two years. To be eligible for this allowance, the employee must actually purchase and wear approved safety footwear while at work.
- (c) Effective June 1, 2000 part-time and event-time employees who are required by the Employer to wear safety footwear shall be paid a footwear allowance of fifty dollars (\$50.00) every two years. To be eligible for this allowance, the employee must actually purchase and wear safety footwear while at work.

**ARTICLE 28 - FIRST-AID ATTENDANTS**

**28.01 Designation**

**The Employer shall designate, as first-aid attendants, those employees that are properly qualified in accordance with the Workers' Compensation Board regulations. The Employer will designate only those employees required on a daily basis.**

**28.02 Premium Pay**

**The Employer will continue the practice of providing training and wages to full time employees who are interested and are successful in attaining the required designation. Full time employees will continue to receive the premium for hours worked to a maximum of forty (40) per week unless designated as first aid, for overtime purposes.**

**In addition, the Employer will pay the first aid premium to those designated part-time employees, when required as first aid attendants.**

**Event-time or part-time employees who work a minimum of two hundred (200) hours per year in each of the two (2) preceding years as designated first aid attendants, will have their course fees paid upon successful completion.**

**Effective June 1, 2007**

**Level 3 First Aid Certificate                      \$0.90 per hour**

**Effective June 1, 2008**

**Level 3 First Aid Certificate                      \$1.00 per hour**

**ARTICLE 29 - EMPLOYEE BENEFIT PROGRAMS**

**29.01                      Group Insurance Benefits**

The Employer agrees to pay the full cost of premiums to provide the Group Insurance Benefits set out below, through an accredited carrier such as M.S.A., to all full-time employees. The employees shall be required to complete all necessary application cards, as supplied by the Insurance Carriers, and meet all eligibility requirements for enrolment and coverage.

**(a)                      Medical Services Plan of British Columbia (M.S.P.)**

The Plan shall be effective the first day of the month following employment for B.C. residents and three (3) months following date of employment for non-residents.

**(b)                      Extended Health Benefits**

The Plan shall be effective the first day of the month following employment and provide eighty percent (80%) reimbursement of eligible expenses subject to a twenty-five dollar (\$25.00) deductible. The Plan shall also include an optical benefit that will provide a maximum of One Hundred dollars (\$100.00) every two (2) years to an employee or members of an employee's immediate family (spouse and dependent children) required to purchase corrective lenses or frames. Effective January 1, 1999, the optical coverage shall be increased to two hundred (\$200.00) every two years.

**(c)                      Dental Plan**

The Plan shall be effective the first day of the month following completion of the probationary period as set out in this Agreement and shall include the following benefits:

- Plan "A" - 100%
- Plan "B" - 50%
- Plan "C" - 50%

Effective April 1, 1999, the Dental Plan shall include coverage for non-covered composite fillings. It shall also be amended to include cleaning of the

teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease or other dental problems as approved by the plan.

**(d) Weekly Indemnity Insurance**

The Plan shall provide sickness and accident benefits, to a maximum of seventy-five percent (75%) of regular earnings (40 x Base hourly rate) for twenty (26) weeks which shall be paid from the first day of accident, and from the fourth working day of absence due to certified illness. The Plan shall be effective the first day of the month following commencement of employment.

In the event that an employee has not received the first weekly indemnity payment on an approved claim, within ten (10) calendar days of the date such claim was approved by the carrier, the Employer shall advance the net amount of such payment to the employee, provided the employee agrees to repay such advance by turning over to the Employer the first payment he receives from the carrier.

**(e) Long Term Disability**

The Plan shall pay to an eligible employee that is totally disabled for a period of time in excess of six (6) months, calculated from the first day of absence due to disability, a maximum benefit equal to two-thirds (2/3) of the employee's pre- disability wages from all sources. The Plan shall be effective the first day of the month following completion of the probationary period as set out in this Agreement.

**(f) Group Life Insurance**

The Plan shall be effective the first day of the month following commencement of employment and shall provide the following benefits:

Life Insurance	2 times regular annual earnings (rounded to the next highest \$1,000)
A.D. & D. Insurance	2 times regular annual earnings (rounded to the next highest \$1,000)

**29.02 Continuation of Benefits**

The Employer shall continue the benefits set out in section 29.01 above for an employee on leave of absence or laid off for a period not to exceed thirty (30) calendar days, provided the employee remits to the Employer his portion of the premium costs prior to the date such premiums are due and payable. The employee may make arrangements with the Employer to continue benefit coverage, excluding those benefits set out in sub-sections 29.01 (d) and (e), for a maximum period of six (6) months, provided the employee agrees to remit the full premium costs for such

benefits to the Employer prior to the date such premiums are due and payable each month.

**29.03 Plan Brochures and Obligations**

The Employer will provide explanatory brochures for each of the Insurance Plans referred to in section 29.01 of this Article. It is understood that all insurance plans are subject to the terms of the individual policy, provided such policy does not conflict with the coverage outlined in Article 29.01.

**29.04 Public Service Pension Plan**

The employer will participate in the Public Service Pension Plan.

**29.05 Parking Facilities**

During non-event times only, the employer shall provide designated parking without charge for the regular full-time and part-time employees listed and identified in Schedule "A" and attached to the collective agreement.

**29.06 Employee Assistance Program**

The Employer shall provide a mutually acceptable employee assistance program for Full-time and Part-time employees.

**29.07 Canada Savings Bonds**

A Full-time employee shall be entitled to have deductions made from his wages for the purchase of Canada Savings Bonds by completing the appropriate wage assignment.

**29.08 Part-time and Event-time Employees**

**Effective June 1, 2007 and each June 1st thereafter, part-time and event-time employees who have completed three (3) years of continuous service and who actually worked at least fifteen hundred (1500) straight-time hours in the previous twelve (12) months, shall be eligible to be enrolled in the following benefit plans for the next twelve (12) month period (i.e. June 1 to May 31): Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan. The Employer shall pay fifty percent (50%) of the cost of this coverage, provided the eligible part-time and event-time employee pays the remaining fifty percent (50%).**

## ARTICLE 30 - GENERAL LEAVES OF ABSENCE

### 30.01 Requests for Leave

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

### 30.02 Bereavement Leave

- (a) In the event of the death in the "immediate family" of a Full-time employee, the employee on proper request will be entitled to three (3) consecutive working days leave of absence with pay to make arrangements of or to attend the funeral.
- (b) "Immediate family" shall mean; spouse, parent, child, brother, sister, common-law-spouse, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandchild.
- (c) The Employer may grant an additional two (2) days of paid leave where travelling is such that the three (3) days provided above is inadequate.
- (d) The Employer may request evidence to substantiate a request for bereavement leave.

### 30.03 Jury Duty

- (a) A Full-time employee who is called for Jury Duty shall on proper request be paid straight time wages for regular hours absent from work, less any allowance received from the Court, but excluding any travel allowance. The employee will be required to provide the Employer with proof of attendance prior to any payment for lost wages.
- (b) Time spent at Court by an employee, at the request and on behalf of the Employer, in court actions arising from employment and requiring attendance at Court, shall be at the employee's regular rate of pay for all regular hours lost due to such attendance.

## **30.04 Maternity and Parental Leave**

### **(1) Pregnancy Leave**

**a. An employee is entitled to a pregnancy leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or a shorter period requested by the employee commencing no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth date.**

**b. An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.**

**c. Regardless of the date of commencement of the pregnancy leave, the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.**

**d. A request for a shorter period under subsection (c) must be given in writing to the Employer at least one (1) week before the date the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.**

**e. If an employee's pregnancy is terminated before a leave request is made under subsection (1.a), the Employer, upon request from the employee, shall grant the employee a leave of absence from work without pay for a period of six (6) consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.**

**f. If an employee is unable to return to work following a leave of absence granted under either subsection (1.a) or subsection (1.e), the Employer upon request from the employee shall grant to the employee a further unpaid leave of absence extension not to exceed a total of six (6) consecutive weeks. To qualify, the employee must supply a certificate from a medical practitioner verifying the necessity for the leave.**

### **(2) Parental Leave**

**a. Parental leave is without pay. An employee shall give four (4) weeks written request prior to the proposed date of commencement of parental leave. An adoptive parent shall be eligible for parental leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if the certificate has not been provided under Article 30.04 (1). In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption. This benefit shall be available to same sex partners.**

**b. Upon written request and applicable certificate under subsection (2.a), an employee shall be entitled to parental leave.**

**c. An employee shall be entitled to the following parental leave, or such shorter period the employee requests in advance:**

**(1) For a birth mother who takes pregnancy leave in relation to the birth of the child, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave, unless the Employer and the employee otherwise agree.**

**(2) For a birth mother who does not take pregnancy leave in relation to the birth of the child, up to thirty-seven (37) weeks of unpaid leave beginning after the birth of the child and within fifty-two (52) weeks of the birth.**

**(3) For a birth father, up to thirty-seven (37) weeks of unpaid leave beginning after the birth of the child and within fifty-two (52) weeks of the birth.**

**(4) For an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty two (52) weeks after the child is placed with the parent.**

**Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.**

**d. If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.**

**(3) Combined Maternity and Parental Leave**

**An employee's combined entitlement to leave under Article 30.04 (1) and 30.04 (2) is limited to fifty-two (52) weeks plus any additional entitlements provided under Article 30.04.1.f and/or Article 30.04.2.d.**

**(4) Benefits During Maternity and Parental Leave**

**The Employer shall maintain coverage for a full-time employee for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums for up to a period of fifty-two (52) weeks.**

**A full-time employee shall continue to accrue vacation entitlements while on maternity and parental leave for up to a period of fifty-two (52) weeks.**

**The Employer shall continue to make payments for up to a period of fifty-two (52) weeks for a part-time or event-time employee for group benefits as if the employee were not absent, in the same manner as defined in Article 29.08, provided the employee meets the benefit eligibility requirements immediately prior to the commencement of maternity and/or parental leave, and provided that where the employee pays a portion, he/she shall pay his/her portion in advance.**

**(5) Returning from Maternity and Parental Leave**

**An employee shall provide written notice for returning to work at least one (1) month prior to the expiration of leave of absence covered by this article.**

**An employee shall be deemed to have resigned on the date upon which his/her leave commenced if a written notice for returning to work is not made to the Employer one (1) month prior to the expiration of the leave or if he/she does not return to work after having submitted the written notice.**

**(f) Reinstatement**

**On return from leave(s) covered by this article, an employee shall be placed in his/her former position or in a comparable position.**

**An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall retain the seniority he/she had accrued immediately prior to commencing the leave covered by this article and shall be credited with seniority for the period of time covered by this article.**

**30.05 Special Leave**

A Full-time employee shall be entitled to special leave at his/her regular rate of pay in accordance with the following:

	<u>Purpose</u>	<u>Length of Leave</u>
(i)	Birth or adoption of employee's child	One (1) working day
(ii)	Attendance at his formal hearing to attain Canadian citizenship	One (1) working day
(iii)	Employee's marriage	Day of the Wedding

In the case of (ii) and (iii) above, the employee shall be required to provide the Employer with two (2) weeks advance notice.

**30.06 Elections Acts**

An employee will be allowed four (4) clear hours to vote in accordance with the provisions of the Canada Elections Act and the Provincial Elections Act of British Columbia. The time allowed to vote shall be at the convenience of the Employer in consideration of operational requirements. The Employer shall not alter the regular starting times of employees solely to accommodate this provision.

**30.07 Elected Positions**

(a) The Employer shall grant, on written request, a leave of absence without pay or benefits to a Full-time employee:

- (i) to seek election in a Municipal, Provincial, or Federal election for a maximum period of sixty (60) days, or
  - (ii) who is elected to a Public office for a maximum period of four (4) years.
- (b) The Employer shall grant, on written request, a leave of absence without pay or benefits to a Full-time or Part-time employee:
- (i) who is elected or appointed to a full-time position with the Union for a period not to exceed one (1) year, or
  - (ii) who is elected to the position of President of the British Columbia Government Employees Union for a period of two (2) years.

**30.08 Sick Leave**

- (a) Employees will be entitled to leave without loss of seniority for periods of illness or injury.
- (b) Sick leave will be without pay unless the employee is covered by the Weekly Indemnity Plan, the Long Term Disability Plan, Workers' Compensation, or sick leave credits.
- (c) Where an employee is absent from work for more than three (3) days because of a compensation claim, illness, injury or any other absence related to a disability, the Employer may require such employee to provide a medical certificate of fitness prior to returning to active employment.
- (d) On June 1st, all full-time employees will be credited with six (6) days of sick leave, which may be used during the following twelve (12) months. Any unused portion as of May 31<sup>st</sup> of the following year shall be paid out to the employees in the subsequent payroll period.

Employees who commence full-time employment after June 1 of any given year will be credited with sick pay entitlements on a pro-rated basis.

- (e) Effective upon ratification, employees may use up to three (3) days of their six (6) days of sick leave, in the event of a dependant's illness.

**ARTICLE 31 - MEDICAL EXAMINATIONS**

**31.01 Medical Examinations**

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

**31.02 Pre-Employment Medical Examinations**

The provisions of this Article shall not apply to individuals required to take pre-employment medical examinations.

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

### **32.01 Supply of Uniforms**

When the Employer requires the employees to wear uniforms, as specified in the work rules for particular jobs, the Employer shall furnish such uniforms free of charge. The Employer shall launder and maintain the uniforms and they shall remain the property of the Employer. When, as it is not presently practical for the Employer to launder and maintain the shirts and blouses, an allowance of fifty cents (50 cents) will be paid per shift worked.

### **32.02 Return of Uniforms**

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

### **32.03 Lockers and Employee Privacy**

The Employer shall provide lockers within the building. The Employer shall not enter an employee's locker without the employee present.

### **32.04 Damage to Personal Possessions**

Where an employee's personal possession(s) is/are damaged by a patron while performing his duties, the Employer shall pay current value, less appropriate depreciation, up to a maximum of seventy-five dollars (\$75.00) for such possession(s). Proper evidence regarding such damage may be required by the Employer and such possessions must be suitable for use while on duty. This provision shall not apply to articles of personal clothing.

**32.05 Tools**

Employees will not be required to supply work tools.

**ARTICLE 33 - TERM OF AGREEMENT**

**33.01 Term**

**This Agreement shall be binding on the Parties hereto and shall be effective from June 1, 2007 and remain in effect to midnight May 31, 2011.**

**33.02 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after February 1, 2011, but in any event not later than midnight, May 1, 2011.**
- (b) Where no notice is given by either party prior to May 1, 2011 both Parties shall be deemed to have given notice under this section on May 1, 2011.**
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Stadium General Manager.
- (d) Where a Party to this Agreement has given notice under sub-section (a) above, the Parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.
- (e) Where the Parties agree to commence collective bargaining, in accordance with the provisions of this article, this Agreement shall remain in full force and effect during the collective bargaining process.

**33.03 Changes in Agreement**

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

**33.04 Limitations**

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

**IN WITNESS WHEREOF the Parties hereto have executed this Agreement by affixing their signature hereto this \_\_\_ day of \_\_\_\_\_.**

**B.C. PAVILION CORPORATION**

**B.C. GOVERNMENT and SERVICE  
EMPLOYEES' UNION**

\_\_\_\_\_  
**Robert Starkey**

\_\_\_\_\_  
**Mike Orders**

\_\_\_\_\_  
**Jackie Ing**

\_\_\_\_\_  
**Dave MacDonald**

\_\_\_\_\_  
**Tom Jackson**

\_\_\_\_\_  
**Brenda Cameron**

\_\_\_\_\_  
**Nadine Gagnon**

\_\_\_\_\_  
**Dan Franz**

\_\_\_\_\_  
**Howard Crosley, General Manager**

\_\_\_\_\_  
**George Heyman, President**

## APPENDIX A

**Effective June 1, 2007  
to  
May 31, 2011**

**(i) REGULAR CLASSIFICATIONS - June 1, 2007 - May 31, 2008**

HOURLY RATE OF PAY	FULL TIME	PART TIME	EVENT TIME
SKILLED TRADESPERSON	27.75		
BUILDING MAINTENANCE SKILLED	27.75	27.75	
BUILDING MAINTENANCE SEMI-SKILLED	19.44		
CONTROL ROOM OPERATOR/BUILDING SECURITY TECHNICIAN	16.39		
CONTROL ROOM OPERATOR/BUILDING SECURITY	16.39		
BUILDING HOUSEKEEPING	15.66		
EVENT MAINTENANCE 1	27.75	27.75	
EVENT MAINTENANCE 2	22.57	22.57	
EVENT MAINTENANCE 3	18.27	18.27	
EVENT MAINTENANCE 4	15.66	15.66	
EVENT MAINTENANCE 1 CAPTAIN		27.75	
SECURITY CAPTAIN	16.04		16.04
HOSTING CAPTAIN	15.82		15.82
FIRST AID CAPTAIN	16.04		16.04
EVENT HOUSEKEEPING CAPTAIN	16.09		16.09
SECURITY REGULAR	14.23		14.23
HOSTING REGULAR	13.12		13.12
FIRST AID REGULAR	14.23		14.23
EVENT HOUSEKEEPING REGULAR	13.12		13.12

### **Retention Bonus – New Employees**

Employees will be paid a recruitment wage of 15% less than the wage rate listed in Appendix “A” for the first 100 hours of work or for twelve consecutive calendar months, whichever occurs first.

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

**APPENDIX A**

**Effective June 1, 2007  
to  
May 31, 2011**

**(ii) REGULAR CLASSIFICATIONS - June 1, 2008 - May 31, 2009**

<b>HOURLY RATE OF PAY</b>	<b>FULL TIME</b>	<b>PART TIME</b>	<b>EVENT TIME</b>
SKILLED TRADESPERSON	28.44		
BUILDING MAINTENANCE SKILLED	28.44	28.44	
BUILDING MAINTENANCE SEMI-SKILLED	19.92		
CONTROL ROOM OPERATOR/BUILDING SECURITY TECHNICIAN	17.80		
CONTROL ROOM OPERATOR/BUILDING SECURITY	16.80		
BUILDING HOUSEKEEPING	16.05		
EVENT MAINTENANCE 1	28.44	28.44	
EVENT MAINTENANCE 2	23.13	23.13	
EVENT MAINTENANCE 3	18.73	18.73	
EVENT MAINTENANCE 4	16.05	16.05	
EVENT MAINTENANCE 1 CAPTAIN		28.44	
SECURITY CAPTAIN	16.44		16.44
HOSTING CAPTAIN	16.22		16.22
FIRST AID CAPTAIN	16.44		16.44
EVENT HOUSEKEEPING CAPTAIN	16.49		16.49
SECURITY REGULAR	14.59		14.59
HOSTING REGULAR	13.45		13.45
FIRST AID REGULAR	14.59		14.59
EVENT HOUSEKEEPING REGULAR	13.45		13.45

**Retention Bonus – New Employees**

Employees will be paid a recruitment wage of 15% less than the wage rate listed in Appendix “A” for the first 100 hours of work or for twelve consecutive calendar months, whichever occurs first.

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

**APPENDIX “A”**

**Effective June 1, 2007  
to  
May 31, 2011**

**(iii) REGULAR CLASSIFICATIONS - June 1, 2009 - May 31, 2010**

<b>HOURLY RATE OF PAY</b>	<b>FULL TIME</b>	<b>PART TIME</b>	<b>EVENT TIME</b>
SKILLED TRADESPERSON	29.01		
BUILDING MAINTENANCE SKILLED	29.01	29.01	
BUILDING MAINTENANCE SEMI-SKILLED	20.32		
CONTROL ROOM OPERATOR/BUILDING SECURITY TECHNICIAN	18.15		
CONTROL ROOM OPERATOR/BUILDING SECURITY	17.13		
BUILDING HOUSEKEEPING	16.37		
EVENT MAINTENANCE 1	29.01	29.01	
EVENT MAINTENANCE 2	23.59	23.59	
EVENT MAINTENANCE 3	19.10	19.10	
EVENT MAINTENANCE 4	16.37	16.37	
EVENT MAINTENANCE 1 CAPTAIN		29.01	
SECURITY CAPTAIN	16.77		16.77
HOSTING CAPTAIN	16.54		16.54
FIRST AID CAPTAIN	16.77		16.77
EVENT HOUSEKEEPING CAPTAIN	16.82		16.82
SECURITY REGULAR	14.88		14.88
HOSTING REGULAR	13.72		13.72
FIRST AID REGULAR	14.88		14.88
EVENT HOUSEKEEPING REGULAR	13.72		13.72

**Retention Bonus – New Employees**

Employees will be paid a recruitment wage of 15% less than the wage rate listed in Appendix “A” for the first 100 hours of work or for twelve consecutive calendar months, whichever occurs first.

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

**APPENDIX “A”**

**Effective June 1, 2007  
to  
May 31, 2011**

**(iv) REGULAR CLASSIFICATIONS - June 1, 2010 - May 31, 2011**

<b>HOURLY RATE OF PAY</b>	<b>FULL TIME</b>	<b>PART TIME</b>	<b>EVENT TIME</b>
SKILLED TRADESPERSON	29.59		
BUILDING MAINTENANCE SKILLED	29.59	29.59	
BUILDING MAINTENANCE SEMI-SKILLED	20.73		
CONTROL ROOM OPERATOR/BUILDING SECURITY TECHNICIAN	18.52		
CONTROL ROOM OPERATOR/BUILDING SECURITY	17.48		
BUILDING HOUSEKEEPING	16.70		
EVENT MAINTENANCE 1	29.59	29.59	
EVENT MAINTENANCE 2	24.07	24.07	
EVENT MAINTENANCE 3	19.49	19.49	
EVENT MAINTENANCE 4	16.70	16.70	
EVENT MAINTENANCE 1 CAPTAIN		29.59	
SECURITY CAPTAIN	17.10		17.10
HOSTING CAPTAIN	16.87		16.87
FIRST AID CAPTAIN	17.10		17.10
EVENT HOUSEKEEPING CAPTAIN	17.16		17.16
SECURITY REGULAR	15.18		15.18
HOSTING REGULAR	13.99		13.99
FIRST AID REGULAR	15.18		15.18
EVENT HOUSEKEEPING REGULAR	13.99		13.99

**Retention Bonus – New Employees**

Employees will be paid a recruitment wage of 15% less than the wage rate listed in Appendix “A” for the first 100 hours of work or for twelve consecutive calendar months, whichever occurs first.

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

**APPENDIX "B"**

**Effective June 1, 2007  
to  
May 31, 2011**

**RELIEF POOLS - June 1, 2007 - May 31, 2008**

<b>Concierge</b>	-	<b>\$16.81</b>
<b>Tour Guide</b>	-	<b>\$14.71</b>
<b>Operations Dispatch</b>	-	<b>\$16.04</b>
<b>Control Room/Building Security</b>	-	<b>\$16.39</b>

**RELIEF POOLS - June 1, 2008 - May 31, 2009**

<b>Concierge</b>	-	<b>\$17.23</b>
<b>Tour Guide</b>	-	<b>\$15.08</b>
<b>Operations Dispatch</b>	-	<b>\$16.44</b>
<b>Control Room/Building Security</b>	-	<b>\$16.80</b>

**RELIEF POOLS - June 1, 2009 - May 31, 2010**

<b>Concierge</b>	-	<b>\$17.57</b>
<b>Tour Guide</b>	-	<b>\$15.38</b>
<b>Operations Dispatch</b>	-	<b>\$16.77</b>
<b>Control Room/Building Security</b>	-	<b>\$17.13</b>

**RELIEF POOLS - June 1, 2010 - May 31, 2011**

<b>Concierge</b>	-	<b>\$17.93</b>
<b>Tour Guide</b>	-	<b>\$15.69</b>
<b>Operations Dispatch</b>	-	<b>\$17.10</b>
<b>Control Room/Building Security</b>	-	<b>\$17.48</b>

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Assistance of Mediator**

The parties agree that during the term of this Agreement they may, on mutual agreement, request the assistance of a Mediator in resolving grievances which may arise. It is understood that such procedure is not intended to impede the Grievance Provisions of the Collective Agreement, but may be initiated as a step prior to Arbitration.

For The Employer:

For The Union:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Sick Leave**

It is agreed that sick leave is to be used only for legitimate illnesses and off-the-job injuries. The parties will cooperate in monitoring and curtailing any abuses of this benefit.

For The Employer:

For The Union:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Use of Development Record Form by Bargaining Unit Personnel**

It is agreed that when bargaining unit personnel are required to document the performance of other employees, the following conditions will apply:

1. Employees will be provided a copy of the completed forms and sign to indicate agreement or disagreement.
2. The forms themselves do not constitute discipline or formal appraisals pursuant to Article 10, and bargaining unit members will not be expected to administer discipline.
3. If formal recognition or disciplinary action arises out of information documented in these forms, it will be administered by non-bargaining unit personnel.
4. The information contained in these forms will not be released to third parties without the employee's permission, except that copies will be provided to the Union on request.

For the Employer:

For The Union:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Designation of adjusted days for full-time Control Room operators and Security employees.**

To give effect to Article 19.02 (c) (i), it is mutually agreed between the parties hereto that the designated adjusted days for the above referenced employees shall be as follows:

- An employee's first day shift occurring on a Saturday will be an eight (8) hour shift,
- An employee's first day shift occurring on a Sunday will be an adjusted day off.

To facilitate the availability of trained staff to work in the Control Room in the event of an employee who is scheduled to work on a Sunday failing to report to work due to illness or an emergency, the Employee whose first regular day shift which would occur on the Monday, will be prepared for call-in until 0800 hours on the Sunday in question.

It is also agreed that the adjusted days designated above shall be implemented on a trial basis for a period ending on May 31, 1990.

It is further agreed that either party to this Memorandum has the right at any time to terminate these arrangements by serving written notice thirty (30) days in advance.

For the Employer:

For The Union:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Card Swipes**

**During the term of the collective agreement, the Employer will require the use of swipe cards for arrival and departure times, security, locking and unlocking doors and inventory control. They will not be required for timekeeping for employee break periods.**

For The Employer

For The Union

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Construction**

The intent of this Agreement is to provide as much work as possible to members of the Bargaining Unit provided that the work is within the scope of the Agreement and within the qualifications and skill levels of the Bargaining Unit members.

The parties also recognize that it is in their best interest to do some construction work in-house.

The parties agree to meet and discuss the feasibility of doing work in-house prior to a decision to contracting-out work.

At least two (2) members of the Bargaining Unit and two (2) members of the management team shall be present at these discussions. This Committee shall assess the work that needs to be done and determine whether or not some or all of this work can be done in-house in an efficient cost effective and safe manner. Provided that the in-house work can be performed for within 5% of an external unionized construction company cost, it shall be done in-house.

If the work in question is clearly beyond the scope of the Bargaining Unit, the parties agree that the Employer can contract out.

For The Employer

For The Union

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Scheduling of Vacation - Addendum to 25.07**

This letter is to confirm that Part-time and Event-time employees shall be permitted to take five days or more of continuous vacation, by notifying the employer at least fourteen (14) days in advance when they will not be available for work assignments.

Vacation of less than five (5) days will be approved on an individual basis and subject to the operational requirements of the facility.

For The Employer

For The Union

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Employment Equity and Pay Equity**

The parties shall form a joint committee, comprising up to three (3) members appointed by each side, to discuss matters relating to Employment Equity and Pay Equity, as these principles apply to the bargaining unit, during the term of the current collective agreement.

Without limiting the generality of the work of this committee, the committee shall ensure that:

- a) a survey of employment is conducted to identify barriers to recruitment and advancement of members of identifiable target groups (i.e. women, natives, disabled persons and other visible minority groups), and
- b) a survey of the work force is conducted to identify the number and proportion of the work force drawn from the target groups identified above.

For The Employer

For The Union

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Event Maintenance & Building Maintenance Scheduling Preference**

Operational requirements permitting, the Employer shall endeavour to schedule employees in the Event Maintenance 1, 2, 3 and 4, Building Maintenance Skilled and Semi-Skilled classifications so that they receive preference for day shifts and Monday to Friday shifts, on the basis of their seniority. This may not always be possible because of the operational need to balance the makeup of crews on the basis of the qualifications, experience, skill and ability available or because the maximization of operational effectiveness and/or efficiency requires the scheduling of particular employees on afternoon shifts, night shifts or weekend shifts.

For The Employer

For The Union

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Signature

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Signature

\_\_\_\_\_  
Date

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Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Event Maintenance 4 Testing**

In recognition of the desire of incumbents currently in the Event Maintenance 4 classification to be placed in the Event Maintenance 3 classification, the Employer shall, within one hundred and twenty (120) days of November 30, 1995, test any Event Maintenance 4 employee so desiring to ascertain whether that employee is qualified to be placed in the Event Maintenance 3 classification. Employees placed in the Event Maintenance 3 classification under the terms of this Letter, shall be paid the Event Maintenance 3 rate retroactively to November 30, 1995.

For The Employer

For The Union

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Signature

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Signature

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Date

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Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Relief Pools and Relief Pool Seniority**

The Employer and the Union agree to:

- (1) Formulate a new "APPENDIX B" titled "RELIEF POOLS". The pools included in "Appendix B" shall be: Concierge, Tour Guides, Operations Dispatch and Control Room/Building Security. "APPENDIX B" will reflect wage increases noted in the "MEMORANDUM OF AGREEMENT" dated November 10, 1995.
- (2) Introduce the following language concerning Relief Pool Seniority.

"Effective June 15, 1993, all staff who enter into a relief pool will do so based upon a ranking system and will be assigned a new seniority date for scheduling purposes in the pool. Staff previously in a relief pool will be scheduled according to their original service seniority date."

For The Employer

For The Union

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Signature

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Red Circled Employee**

Kevin Downey shall have his current rate of pay grandfathered after which he shall receive all general wage increases in the same average percentage as is received by other employees.

For The Employer

For The Union

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Gainsharing**

During the term of collective agreement, the Employer and the Union will form a joint committee to identify potential cost savings in the manner in which the Stadium operates.

Any cost savings resulting from the implementation of changes identified by the Committee will be shared as agreed by the parties.

For The Employer

For The Union

\_\_\_\_\_  
Signature

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Long Service Bonus for Part-time/Event-time Employees**

**This is to confirm that the Employer will provide a total sum of \$8700.00 to be paid to employees with greater than 10 years of service as of June 1, 2007. Payments will be prorated by annual hours of work between June 1, 2007 and May 31, 2008.**

**The following formula will be used to calculate payments to individual Employees.**

**$(8700.00/a \times (b/c))$**

**Where:**

- a = total number of Part-time and Event-time employees with greater than 10 years of service**
- b = total hours worked by the employee from June 1, 2007 to May 31, 2008**
- c = average total hours of all Part-time and Event-time employees with greater than 10 years of service**

**For The Employer**

**For The Union**

\_\_\_\_\_  
**Signature**

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**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Parking**

- 1. Employees currently covered under Article 29.05 (a) and are listed on Schedule "A" attached, will continue to be covered by that provision for non-event times only. Article 29.05 (a) will be revised accordingly.**
- 2. During event times, the Employer will make available without charge for the use of the employees listed in Schedule A, and who are scheduled to work, a total of fifty (50) parking spots to be designated within the area as attached.**
- 3. The fifty (50) parking spots will be allocated to employees listed in Schedule A on a first come first serve basis.**
- 4. Schedule A will consist of those employees who have parking rights under Article 29.05 effective on the date of ratification of this settlement.**

**For The Employer**

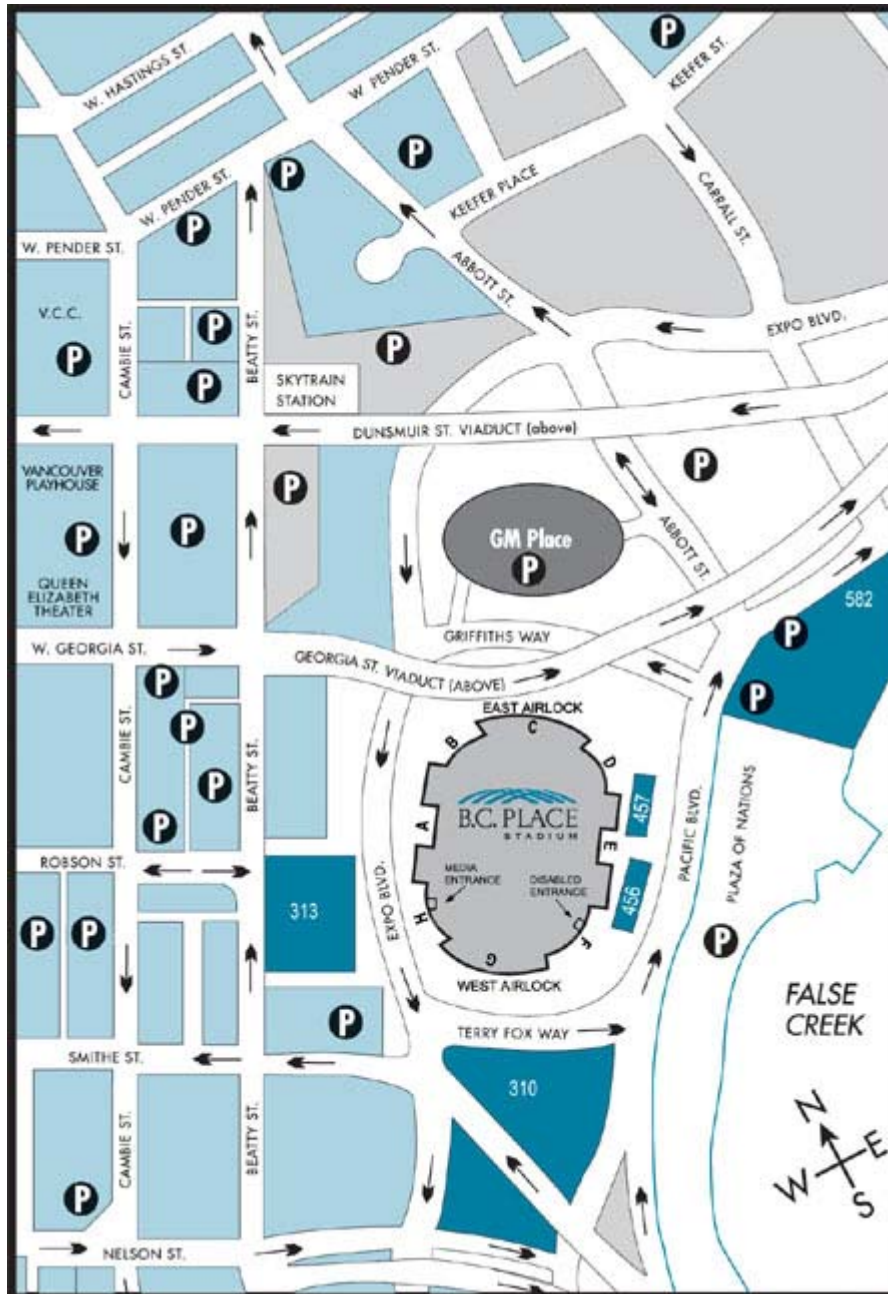
**For The Union**

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**Signature**

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**Signature**

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**Date**

\_\_\_\_\_  
**Date**



**SCHEDULE "A"**  
**UNION STAFF ENTITLED TO PARKING**

1	Armstrong, John	26	Burke, Paul	53	Handler, Peter	80	Padam, Surinder
2	Bains, Bill	27	Butt, Farida	54	Hapay, Walter	81	Page, Dan
3	Burdison, Jeff	28	Cameron, Barry	55	Hayes, Shane	82	Presthofer, Brenda
4	Downey, Kevin	29	Cameron, Brenda	56	Herrera, Jorge	83	Reid, Mary-Jane
5	Foster, Alex	30	Carter, Mary	57	Hillicke, Mark	84	Rossi, Joey
6	Franz, Dan	31	Chang, Rob	58	Hirakida, Gary	85	Sandhu, Bill
7	Gbur, Bob	32	Chew, Michael	59	Ho, Edward	86	Scaletta, Jocelyn
8	Hui, Herman	33	Chisholm, Sherri-Ann	60	Ho, Jason	87	Schmidt, Marianne
9	Johansen, Mike	34	Chow, Ben	61	Jambresic, Tanya	88	Silveri, Pino
10	Kesani, Salim	35	Coffey, Gordon	62	Johnson, Vince	89	Stephens, Greg
11	MacDonald, Dave	36	Cook, David	63	Jung, Alfred	90	Szefer, Eva
12	McCoy, Brian	37	Cornell, Bruce	64	Kiengersky, Grant	91	Terrace, Bryan
13	Prasad, Vinod	38	Cruz, John	65	Koveos, Calliope	92	Tsui, Abraham
14	Rostalski, Victor	39	Davidson, Wayne	66	Krol, John	93	Van de Walle, Dieter
15	Swank, James	40	Dobie, Walter	67	Lee, John	94	Van Weerden, Nick
16	Vrabic, Steve	41	Douglas, Wayne	68	Leflar, R. Gail	95	Wilkinson, Bill
		42	Dunnigan, Larry	69	Livesay, Chris	96	Wilson, Nora
17	Rushton, Scott	43	Eng, Alice	70	Lobban, Lennox	97	Wing, Bonnie
18	Sabitz, Greg	44	Fansega, Donald	71	Lowood, Jim	98	Wone, William
19	Sharpe, John	45	Farone, Paul	72	Lubenow, Natalie	99	Worden, Linda
20	Shaw, Christopher	46	Foley, Steve	73	Mah, Richard	100	Worden, Robert
		47	Fong, Allen	74	Majer, Peter	101	Wright, Antionette
21	Au, Allan	48	Frey, Peter	75	Makarewicz, Jerry	102	Young, Gregory
22	Baker, Lyle	49	Gagnon, Nadine	76	Mithani, Riyaz		
23	Berg, Doug	50	Gamble, Colleen	77	Ng, Gloria		
24	Borden, Barbara	51	Gill, Kuldip	78	Niven, Kerry		
25	Bremer, Gail	52	Gingras, Jason	79	Padam, Martin		

# Letter of Understanding

between

**B.C. Pavilion Corporation**

and

**B.C. Government and Service Employees' Union**

## **Recruitment:**

The Union and the Employer agree to enter into a joint recruitment drive to assist the Employer in identifying suitable employees for BC Place. The Union is prepared to commit to work with the Employer's Human Resource Department in putting together an annual plan to inform existing BCGEU membership and service providers covered by BCGEU Collective Agreements that there is work available at BC Place for interested applicants qualified to do available work.

It is understood that the right to hire any such applicants remains the jurisdiction of the Employer. Further the Union acknowledges the Employer's rights are in no way prejudiced by this letter.

This Letter of Understanding is not intended to restrict the Employer from recruiting outside of the BCGEU membership and service providers covered by the BCGEU Collective Agreements.

**For the Employer**

**For the Union**

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**Date**

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**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Training**

**The employer shall pay tuition fees and for supplies for any current Control Room Operator/Building Security employee who enrolls in the course leading to a 4<sup>th</sup> Class BCIT Power Engineering Certificate or equivalent.**

**Such payment shall be subject to the following conditions:**

- 1. The course must be pre-approved by the Employer prior to registration and,**
- 2. The employee must successfully complete the course.**

**Upon successful completion of the course the employee will be placed in the Control Room Operator/Building Security Technician classification.**

**The Employer will provide the opportunity for current employees in the Building Housekeeping and Event Housekeeping Regular classifications to enrol in the Forklift Operator's course. Payment for such courses are subject to the above conditions.**

**For The Employer**

**For The Union**

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**Signature**

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**Signature**

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**Date**

\_\_\_\_\_  
**Date**

**LETTER OF UNDERSTANDING**

**Between**

**B.C. PAVILLION CORPORATION**

**And**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

Re: New Classifications

It is the intent of the Employer to establish the following new classifications as per article 22.02(a) of the collective agreement.

**CONTROL ROOM OPERATOR/BUILDING SECURITY TECHNICIAN**  
(Full Time)

An employee who has obtained a 4<sup>th</sup> class power engineering ticket.

Some types of work performed:

- (a) Analyze and resolve technical concerns
- (b) Control room operator
- (c) Building security
- (d) Maintenance

**SKILLED TRADESMAN**  
(Full Time)

An employee who for a specific position must have two inter-provincial trade or BC trade qualifications or technical qualifications required for the job. The technical qualifications will be a minimum 2-year diploma of technology (BCIT or equivalent) and at least two years experience.

Events Maintenance “1” Captain position will be established and will perform the duties as in other captain classifications.  
(Part Time)

It is agreed as per article 22.02(a), that the following rates of pay will apply to the new classifications and that full-time employees whom presently would qualify for these new classifications will be transferred as applicable. The new rates, premiums and classifications will be in effect as of June 1, 2003 and there will be no retroactivity.

<u>Classification</u>	<u>Hourly Rate of Pay</u>	<u>Hourly Premium</u>
Control Room/Building Security Technician	\$14.98	\$1.25
Skilled Tradesman	\$25.79	\$1.25
Event Maintenance “1” Captain	\$25.79	\$2.00

For The Employer

For The Union

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Signature

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER of UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Incentive Payments**

**A one-time payment will be distributed as follows:**

- 1. Employees of B.C. Place must be employed by the Employer on May 31, 2007**
- 2. Part-time and Event-time employees are to be paid ninety-six cents (0.96/hr) for all straight time hours worked (inclusive of W.C.B., Parental, Adoption and Maternity leave) for the period of June 1, 2005 to May 31, 2007. These calculations shall be based on the comparative number of hours worked in the previous year.**
- 3. Full-time employee's who worked, inclusive of the criteria noted above as well as Sick Leave, but excluding Long Term Disability, for the period June 1, 2005 through to May 31, 2007, shall be entitled to four thousand dollars. (\$4000.00)**
- 4. Statutory deductions will apply.**

**For the Employer**

**For the Union**

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**Date**

**LETTER OF AGREEMENT  
Fiscal Dividend**

**THE PARTIES AGREE AS FOLLOWS:**

Having agreed the term of the Collective Agreement to be from June 1, 2007 to May 31, 2011 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

**1.0 Fiscal Dividend:**

**1.1** If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.

**1.2** The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.

ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.

iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

**1.3** The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 30, 2010.

**1.4** The payment will be paid to Full-Time regular employees on payroll as of March 31, 2010 and who have worked 2080 straight time hours between April 1, 2009 and March 31, 2010. Full-Time employees who have been on an absence without pay in excess of 30 days will have the payment pro-rated based on percentage of hours worked.

Part-Time and Event-Time employees who worked less than 2080 hours between April 1, 2009 and March 31, 2010 will be paid a pro-rated lump sum amount based upon the percentage of full-time hours worked during the period.

To facilitate the implementation of this Letter of Agreement (fiscal dividend) the parties will meet no later than six months after the publication of the audited public accounts for fiscal 2009-10, to review the formula for the dividend payment, and the resulting payments to be made.

**For the Employer**

**For the Union**

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**Date**

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**LETTER of UNDERSTANDING**

between

**B.C. PAVILION CORPORATION**

and

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Auto Show**

The parties recognize and acknowledge the Employer's rights pursuant to Article 3.01.

The parties acknowledge logistical demands placed on BC Place by the Auto Show can be difficult to meet based on staff scheduling. It is in the best interest of both parties to assist in the positive relationship and efficient operation during the move-in and move-out of the show.

The Employer shall post an availability request sixty (60) days prior to the move-in of the Show. The posting shall be posted for a period of ten (10) days.

The Employer and the Union shall meet approximately forty-five (45) days prior to the move-in of the Show.

The Employer shall then determine assignments for the move-in and move-out of the Show based on their operational requirements and availability of qualified staff.

**For the Employer**

**For the Union**

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\_\_\_\_\_

**Date**

\_\_\_\_\_

**LETTER of UNDERSTANDING**

between

**B.C. PAVILION CORPORATION**

and

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Driver Abstracts**

The parties agree that where there is a requirement for a valid driver's license for bargaining unit staff to operate mobile equipment outside the stadium, those staff will be responsible for submitting a driver's abstract. Those abstracts will be dealt with in the following manner:

- (1) The driver's abstracts will be reviewed only by the Human Resources Department.
- (2) Once it is determined that the employee has a valid driver's license, it will be recorded in the employee's personnel file and the driver abstract will then be destroyed.
- (3) If a determination is made that the employee does not have a valid driver's license, that information will be recorded in the employee's personnel file. The driver's abstract will then be destroyed.
- (4) The Employer may direct staff to insure that all required abstracts are to be submitted on an annual basis by March 31<sup>st</sup> each year.

**For the Employer**

**For the Union**

\_\_\_\_\_

\_\_\_\_\_

**Date**

\_\_\_\_\_

**LETTER OF UNDERSTANDING**

between

**B.C. PAVILION CORPORATION**

and

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Contracting Out – Pre- and Post- Major Event Cleaning**

The intent of this Letter is to make more hours available to B.C. Place Stadium Housekeeping employees for pre and post-event cleaning, in accordance with the following:

- (a) The Employer shall post available pre and post-event cleaning shifts at least fourteen (14) days in advance of the event so that interested regular cleaners may apply. In order to be scheduled for this work, regular cleaners must respond to such posting at least ten (10) days in advance of the event date.
- (b) Pre and post-event cleaning shall be performed under this Letter when at least eight (8) regular Cleaners (Captains are considered additional) indicate a desire to work posted shifts, in accordance with section (a). The Employer is not obliged to use more than twelve (12) regular cleaners. If fewer than eight (8) regular cleaners respond within the required time limit, the work shall be contracted-out.
- (c) Work under this Letter is not considered as work performed by regular cleaners pursuant to their established availabilities under the other provisions of the Agreement.
- (d) Employees who respond to the posting and subsequently fail to accept work that is offered and employees who fail to report for shifts assigned to them under this Letter, will be noted for "no shows", in accordance with Article 21.05(a), even if the shift is subsequently cancelled because insufficient employees report.
- (e) Where possible, an eight (8) hour shift will be scheduled.
- (f) The Employer may contract out pre and post event cleaning when less than eight (8) regular cleaners respond to a posting under subsection (a) or there are insufficient regular cleaners available because they have already worked the event shift preceding the cleaning shift. Where more than twelve (12) regular cleaners respond to the posting, the Employer is obliged to use twelve (12) regular cleaners, but it may choose to use the additional cleaners (more than twelve) to also perform such work.

- (g) Work shall not be made available to regular cleaners under this Letter when overtime rates would apply. Notwithstanding Article 21.07, employees who work a posted pre- or post-event shift less than eight hours after their last shift shall not be paid overtime.
- (h) The Employer's current practice of expeditious cleaning of the building will be maintained. The parties agree that it is reasonable to expect, under normal circumstances, that productivity levels of Stadium staff will meet or exceed those contained in the current cleaning contract.

For The Employer

For the Union

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER of UNDERSTANDING**

**Between**

**B.C. PAVILION CORPORATION**

**And**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**RE: Access to Work in Other Classifications**

**For the purpose of the Letter of Understanding, "own classification" shall mean the classification where an employee has their departmental seniority at the time of ratification.**

**Effective June 1, 2007, Event Time and Part Time employees may register for work in one (1) classification other than their own, for which they are qualified.**

**Employees must agree to extra work for a one year period from date of sign up and must accept shifts within their availability unless granted a leave of absence as per the collective agreement.**

**Employees who do not work the required shift(s) will be recorded as such and after three (3) occasions in the year period will no longer remain on the list and may not access another list for a period of one year from the date of removal. This will not apply if an employee is off work due to a leave of absence in the collective agreement. The Employer will make a reasonable effort to contact a registered employee with as much notice as possible for available work.**

**The parties agree that hours worked outside their own classification cannot be combined and counted for the purposes of conversion under Definition #17.**

**Employees registered for work shall be called in date of hire seniority for scheduling purposes, after the short call list within the respective department requiring the work.**

**Once work has been accepted and assigned through the registry, such work will be completed before the employee who accessed the work can return to their own classification.**

**The parties recognize that the letter may develop operational difficulties in the initial stages of its application, therefore, the parties agree to meet and review the administration of this letter after the first twelve (12) months after the ratification of the collective agreement. Either party may end this letter with sixty (60) days notice.**

**For the Employer**

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**For the Union**

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**Date**

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**LETTER OF UNDERSTANDING**

**between**

**B.C. PAVILION CORPORATION**

**and**

**B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION**

**Re: Block Scheduling**

The Employer will continue to schedule part-time or event-time employees to replace full-time employees absent for multiple days on the following basis. The Employer will assign all of the work to the most senior part-time or event-time employee in the classification who is available for the entire absence of the full-time employee. If no single part-time or event-time employee in the classification is available for the entire absence, the Employer will assign the work to the available part-time or event-time employees in the classification, starting with the most senior such employee.

If there is no available part-time or event-time employee in the classification, the Employer will call the most senior part-time or event-time employee in the applicable Captain classification.

The Employer will continue its current shift schedule and replacement process for Control Room Operator/Building Security employees as follows. The 12 hour shift will continue with four shifts on ( 2 days followed by 2 nights ) and four days off.

If a full-time Control Room Operator is absent for multiple days, the Employer will first assign the most senior part-time or event-time employee on the Control Room Pool seniority list to the vacancy. If no part-time or event-time employee is available for the entire multiple day absence, the Employer will assign the work to the most senior available part-time or event-time employees on the Control Room Pool list. If no such employees are available, the Employer will assign the work to the most senior available part-time or event-time employee on the Building Security Pool list. That employee will work only Building Security and the remaining full-time Control Room Operator will perform Control Room duties. No overtime will be payable to the replacement employees as a result of them working the above shift schedule.

**If the Control Room Operator is absent for one to three shifts, the two most senior part-time or event-time employees from the Control Room Pool list and the Building Security Pool list will be assigned to work the requisite hours to fill the vacancy.**

**For The Employer**

**For The Union**

\_\_\_\_\_  
**Signature**

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**Signature**

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**Date**