

**DRAFT**

**COLLECTIVE AGREEMENT**

**between the**

**B.C. PAVILION CORPORATION**

**777 Pacific Blvd.  
Vancouver, BC V6B 4Y8**

**and the**

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

**Effective from June 1, 2015 to May 31, 2020**

**11561 (08)**

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## DEFINITIONS

For the purpose of this agreement:

1. "*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.
2. "*bargaining unit*" - means the group of employees as described within the certificate issued by the Labour Relations Board dated the 14<sup>th</sup> day of March 1986.
3. "*category*" - means the various employee groupings referred to in the definition of employee (i.e. full-time, part-time, event).
4. "*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.
5. "*classification seniority*" - see LOU 15 Re: Access to Work in other classifications and Clause 13.1(c).
6. "*conversion*" - part-time employees who, during the term of the collective agreement, work all available shifts in accordance with their availability as per Article 21.2 (except for approved leaves of absence) and who work at least 1800 hours in a 12 month period, shall be converted to full-time status. For this purpose, the 1800 hours worked shall include:

- \* statutory holidays
- \* vacations

When a part-time employee is transferred into a temporary full-time vacancy created by the absence of another worker who will be returning to his/her position (e.g. sick leave, maternity, etc.), the hours worked in the full-time vacancy are not eligible for conversion. However, the hours worked in the part-time employee's classification by the next most senior employee will be credited as conversion eligible hours for the part-time employee.

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.

7. "*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.
8. "*department*" - see Clause 22.6.
9. "*dismissal*" - means the separation of an employee from the Employer for cause.
10. "*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 setup 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.

11. "*leave of absence with pay*" - means to be absent from duty with permission and with pay.
12. "*leave of absence without pay*" - means to be absent from duty with permission but without pay.
13. "*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.
14. "*resignation*" - means a voluntary notice by the employee that he/she is terminating his/her employment on the date specified.
15. "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have a rest.
16. "*seniority*" - means both classification seniority and service seniority.
17. "*service date*" - means the employee's date of hire with the Employer.
18. "*service seniority*" - see Clause 13.1(a).
19. "*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.

20. "*spectator events*" - i.e., concerts, football, baseball and other major sporting events.
21. "*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 12 months; or

where the employee and the common-law spouse have been co-habiting for less than 12 months, but the employee has claimed the common-law spouse's 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.

22. "*union*" - means the B.C. Government Employees' Union, as certified on March 14<sup>th</sup>, 1986.
23. "*workday*" - is a period of 24 consecutive hours commencing with the starting time of any shift.

## ARTICLE 1 - AGREEMENT AND SCOPE

### 1.1 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.

## **1.2 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.

## **1.3 Recognition**

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

## **1.4 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or 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.

## **1.5 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.

## **1.6 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.

## **1.7 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.

## 1.8 Regulations

No regulations made by the Employer shall conflict with the terms of this agreement.

## ARTICLE 2 - EMPLOYEE RIGHTS

### 2.1 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 BC Human Rights Commission, explaining the provisions of the *Human Rights Act*.

### 2.2 No Discrimination for Union Activity

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

### 2.3 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the applicable Labour Legislation. 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.

### 2.4 Harassment in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*"), and the Employer shall take such actions as are necessary respecting an employee engaging in Harassment in the workplace.

### 2.5 Personal Harassment Definition

- (a) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such a behaviour could include, but is not limited to:
  - (1) Physical threats or intimidation;
  - (2) Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) Distribution or display of offensive pictures or materials.
- (b) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) Personal harassment does not include actions occasioned by the Employer exercising in good faith, its supervisory rights and responsibilities.

## 2.6 Sexual Harassment Definition

(a) 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.

## 2.7 Harassment Complaint Procedure

(a) An employee who wishes to pursue a concern arising from alleged Harassment may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union directly to the General Manager or his designate (the "*General Manager*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.

(b) 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. If the complainant and/or respondent is a member of the bargaining unit he/she shall be given the option of having a steward present at any meeting held to investigate the complaint.

(c) The Employer shall investigate the complaint and shall submit a report to the General Manager in writing within 30 days of receipt of the complaint. The General Manager shall, within 30 days of receipt of the report, give such orders as may be necessary to resolve the issue.

(d) 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.

(e) Pending determination of the complaint, the General Manager may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where the Harassment requires the transfer of an employee, it shall be the harasser who is transferred, except that the employee harassed may be transferred with his/her consent.

## 2.8 Arbitrator

(a) Where either party to the proceeding is not satisfied with the General Manager's response under 2.7(c) above, the complaint will, within 30 days of that response, be put before an arbitrator. Where no response under 2.7(c) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) dismiss the complaint,
- (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and

- (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (b) 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 General Manager or the Arbitrator.
- (c) The Arbitrator chosen will be the Arbitrator from the list in Appendix D that has the earliest available date that is at least 14 days after the date of referral.

## 2.9 Anti-Bullying

- (a) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
  - (1) Intimidates, shows hostility, threatens and offends others;
  - (2) Interferes with a worker's performance;
  - (3) Otherwise adversely affects others.
- (c) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the General Manager or his designate (the "*General Manager*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.
- (d) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.
- (e) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.
- (f) An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.

## 2.10 Non-Related Duties

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

# ARTICLE 3 - EMPLOYER RIGHTS

## 3.1 Employer Rights

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

- (a) To hire employees and to direct the working forces, including the right to decide on the number of employees needed by the Employer, or required for any task, to organize and assign the work, to schedule shifts, 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.

### 3.2 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

### 4.1 Dues and Assessments

- (a) The Employer shall deduct from the wages of each employee in the bargaining unit an amount equal to the regular dues payable to the Union by a member of the Union. Each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make such deductions and such deductions shall be subject to the *Labour 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 biweekly.
- (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.

### 4.2 Information and Dues Remitted to the Union

- (a) Union dues so deducted shall be remitted to the President of the Union no later than the 15<sup>th</sup> day of the month following the date of deduction. The Employer shall also provide the Union with a list of names and addresses of 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 union 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.

### 4.3 New Employees

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

### 4.4 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 1<sup>st</sup> of the succeeding year.

#### 4.5 Union Bulletin Boards

The Union shall provide five 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.

#### 4.6 Maintenance of Union Membership

- (a) All employees in the bargaining unit who are members of the Union as of March 14<sup>th</sup>, 1986 shall maintain membership in the Union and all new bargaining unit employees hired on or after March 14<sup>th</sup>, 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

#### 5.1 Stewards and Leave for Stewards' Duties

- (a) The Employer recognizes the Union's right to appoint up to 12 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:
  - (1) Investigation of grievances and assisting any employee whom the shop steward represents in presenting a grievance in accordance with Article 8 of this agreement.
  - (2) Attending meetings called by management.
  - (3) Investigation of stadium employee complaints of an urgent nature.
  - (4) Supervision of ballot boxes and other related functions during ratification votes.
- (c) The Union agrees to provide the Employer with a list of employees designated as stewards for each jurisdictional area.

#### 5.2 Stewards Working an Event

The Union will provide a list of stewards that are available for the event.

#### 5.3 Supervisors Handling Grievances at Step 1

The Employer shall provide the names of the supervisors that deal with Step 1 grievance matters as outlined in Article 8 Grievance Procedure.

#### 5.4 Employer Representatives handling Step 2 Grievances

The Employer shall provide the names of the employer representatives that will be the Step 2 designate as outlined in Article 8 Grievance Procedure.

## ARTICLE 6 - TIME OFF FOR UNION BUSINESS

### 6.1 Time off for Union Business

(a) Leave of absence, without pay and without loss of seniority, may be granted to an employee by the Employer, taking 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 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 representative of Journeyperson, one representative of Technician and Housekeeping, one representative of Building Security and Event Security and one 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 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

### 7.1 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.

### 7.2 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

### 8.1 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:

An employee may, subject to the time limits in (c) below, initiate a grievance as follows:

(a) Step 1 - Informal Step - Subject to the time limits in (c) below, in the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the immediate supervisor. The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

(b) Step 2 - First Formal Step - Subject to the time limits in (c) below, an employee may present a grievance at this level by:

- Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- Stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- Transmitting the grievance to the next level of management through the union steward.

Time Limits to Present at Step 2 - An employee may initiate the written grievance at Step 2 of the grievance procedure not later than 30 days after the date:

- On which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- On which he/she first became aware of the action or circumstances giving rise to the grievance.

Time Limit to Reply at Step 2

The Employer's Step 2 designate shall reply in writing to the steward (with a copy to the grievor and the staff representative) within 21 days of receipt of the grievance at Step 2.

(c) Step 3 - Second Formal Step - The staff representative may present the grievance at Step 3 or meet with the Manager of Human Resources and/or the Department Manager or Director to discuss the grievance and the proposed remedy at Step 3:

- Within 21 days after the Step 2 reply has been received by the staff representative; or
- Within 21 days after the Employer's Step 2 reply was due.

Time Limit to Reply at Step 3

The employer designate will respond in writing to the staff representative within 21 days of receipt of the grievance at Step 3.

(d) Where the attendance of the aggrieved employee at either the Step 2 or Step 3 meeting does not delay the timelines noted above, the aggrieved employee will be afforded the opportunity to attend. The Union will encourage the aggrieved employee to attend the Step 2 and Step 3 meeting.

## **8.2 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 21 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.

### **8.3 Policy Grievance**

The Employer or the Union may submit a Policy grievance with respect to any alleged violation of this agreement and such grievance will be presented, in writing, at Step 3 of the procedure as set out in this article. A policy grievance must be presented within 21 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 21 calendar days of receiving the grievance. In the event the matter is not satisfactorily resolved, the grieving party may, within 21 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.

### **8.4 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 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.

### **8.5 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.

### **8.6 Resolutions Binding**

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

### **8.7 Administrative Provisions**

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

(b) Grievance replies and notification shall be deemed to be presented on the date on which they are registered or accepted by a courier, and received on the day they were delivered to the appropriate office of the Employer or Union.

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

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error 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.

### **8.9 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

### 9.1 Notice to Arbitrate

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

### 9.2 Arbitrator Selection

Within 10 days of receipt of the notice, referred to in Section 9.1 above, the Employer and the Union shall meet to select a single arbitrator mutually acceptable to both parties. In the event the parties are unable to agree to a mutually acceptable arbitrator, either party may apply to the Labour Relations Board requesting the appointment of an arbitrator.

### 9.3 Scope of Arbitrator

An arbitrator selected or appointed, in accordance with the 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.

### 9.4 Decision Final and Binding

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

### 9.5 Costs of Arbitration

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

### 9.6 Improper Discharge, Suspension or Layoff

In the event that an arbitrator, selected or appointed in accordance with the provisions of this agreement, finds that an employee has been improperly discharged, suspended or laid off, the employee 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.

### 9.7 Time Limit for Decision

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

### 9.8 Expedited Arbitration

(a) Except for matters of discipline beyond a five day suspension and/or policy issues, either party may refer a grievance to the following expedited process:

- (1) The grievance shall be referred, in rotational order, to an arbitrator from Schedule "C", or an agreed upon alternate arbitrator. Whenever possible, related grievances will be grouped together.
  - (2) Within three days of the referral, the Arbitrator shall convene a case management conference call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a time frame for written submissions if directed by the Arbitrator, the use of will say statements, agreed statement of facts, or any other process considered by the Arbitrator to be effective in ensuring an expeditious resolution to the dispute.
  - (3) If an oral hearing is scheduled by the Arbitrator it shall be held within 14 days of the referral to the Arbitrator. The oral hearing shall not exceed one day.
  - (4) If a written submission process is directed by the Arbitrator it shall be concluded within 14 days of the referral to the Arbitrator. The written submissions shall not exceed 10 pages in length.
  - (5) The parties will use a limited number of authorities.
  - (6) The Arbitrator will issue a decision within five days of the conclusion of the hearing or submission process. It is expected that any decision will not exceed one page.
- (b) The decision will be without prejudice and without precedent.
  - (c) The Arbitrator retains jurisdiction to with respect to any issue arising from their decision.
  - (d) Except as set out herein the Arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the *Labour Relations Code* of British Columbia.
  - (e) Notwithstanding the above, the parties may vary the process set out above by mutually agreeing to any of the following:
    - Incorporating a mediation/arbitration process; or
    - Referring more than one grievance to be heard on the same day; or
    - Requesting that the Arbitrator issue an opinion only, not a decision.

### **9.9 Burden of Proof**

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

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

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

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

### **10.2 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 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 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.

### 10.3 Personnel File

(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 18 months from the date it was issued, provided there has not been a further infraction.

### 10.4 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.

### 10.5 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 offence 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 defence of any legal proceedings involving the employee, (as long as no conflict of interest arises between the Employer and the Employee), or pay the legal fees of 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**

### **11.1 Formation of Committee**

(a) The Employer and the Union agree to establish a labour management committee comprised of up to four employer and up to four 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.

(b) When an employee currently on the schedule, the day of the meeting, attendance shall be employer paid.

(c) Those union employee representatives who would not be working at the time set for the Labour Management Committee meeting shall, at the request of the Union, be scheduled by the Employer to attend those meetings. The Union shall reimburse the Employer for all costs associated with the attendance of those employees at the Labour Management Committee meetings.

### **11.2 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.

### **11.3 Agenda Items**

Wherever possible, the parties agree to exchange agenda items two weeks prior to the meeting. This does not preclude new items being raised at the meeting.

### **11.4 Mediator Assistance**

When agreed to by the parties, the assistance of a mediator/arbitrator will be utilized at Labour Management meetings in an effort to resolved issues that the parties have been unable to resolve.

The parties will select a mediator/arbitrator from the list named in Appendix C.

## **ARTICLE 12 - PROBATIONARY PERIOD**

### **12.1 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 90 calendar days from the date of hire.

## 12.2 Part-Time and Event-Time Employees

The probationary period for part-time and event-time employees shall be 120 hours actually worked or nine calendar months of service, whichever occurs first.

### ARTICLE 13 - SENIORITY

#### 13.1 Seniority

- (a) Upon completion of the probationary period as set out in Article 12, all categories of employees shall have service seniority 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 classification seniority list.
- (b) When two or more employees commence work in the same classification on the same day the order of establishing their relative classification seniority will be by chance as mutually agreed between the Employer and the Union.
- (c) An employee who changes category not as a result of layoff shall be assigned a new classification seniority date for the purposes of layoff, recall and assignment of work. They shall, however, retain their original service seniority for other purposes.
- (d) Event-time employees who change classifications within the event pool shall be assigned a new classification seniority date. However, they shall retain their original entered service seniority for other purposes, where applicable.

#### 13.2 Loss of Seniority

- (a) An employee shall lose his seniority in the event that:
  - (1) he voluntarily terminates his employment;
  - (2) he is discharged for just cause;
  - (3) accepts severance pay in accordance with Article 14 Section 14.3;
  - (4) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointment for less than four months in duration;
  - (5) is terminated as a result of the proper application of other articles of this agreement.
- (b) Part-time and event employees must work their minimum shifts per event calendar year between November 1<sup>st</sup> to October 31<sup>st</sup> if such work is available. In the event an employee does not work the required shifts they will be placed on the bottom of their respective classification seniority list for a period of one year. If they do not work in the following year, they may lose their seniority.
- (c) Where an employee is placed on the bottom of their respective classification seniority list, subject to approved leave of absence, the following could occur:
  - (1) If, despite their new classification seniority, they meet the minimum work commitment with the 12 months following loss of classification seniority, they can regain their initial classification seniority within the department.
  - (2) If the employee fails to meet the minimum work commitment in the 12 months following loss of classification seniority, they will lose their seniority resulting in administrative termination.

(d) If an employee is unable to meet their minimum shifts per event calendar year due to an approved leave of absence between November 1<sup>st</sup> to October 31<sup>st</sup> 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 weeks leading to the start date of the leave of absence and/or during the period they are on the leave of absence.

### **13.3 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**

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

- (a) In the event of a layoff, full-time employees shall be laid off with 30 days advance notice by classification in the reverse order of classification seniority, providing those retained are qualified to perform designated work functions.
- (b) For purposes of layoff, Journeyperson Dual Ticketed and Journeyperson Single Ticketed shall be treated as a single classification.
- (c) For purposes of layoff, Control Room Operator/Building Security Technician and Control Room Operator/Building Security shall be treated as a single classification.

### **14.2 Bumping**

- (a) A full-time employee affected by a layoff may bump an employee who has less service 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 14.3 & 14.4.
- (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 17.8, 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 14.3 and 14.4.
- (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.

### **14.3 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 14.2 above, may elect to receive severance pay in the amount of two weeks for each year of service seniority, to a maximum of 20 weeks' pay. Severance pay shall be calculated at the current rate of pay in effect at the time of layoff. 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.



#### 14.4 Recall List

Employees who are laid off from full-time employment under this article, who do not bump another employee in accordance with Section 14.2, and who do not elect to take severance pay in accordance with Section 14.3, shall be placed on the recall list, in service seniority order, for a period of 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.

#### 14.5 Recall List - Options

- (a) Laid off full-time employees who are placed on the recall list shall elect one of the following options two weeks prior to the date of their layoff:
- (1) Option 1: to make themselves available for short-term work pursuant to Section 14.7 while awaiting recall, or
  - (2) 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 2.

- (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 classification 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 12 month recall period.

#### 14.6 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 classification seniority list under Section 14.5(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.

#### 14.7 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 14.5(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 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 21.1. Employees requested to work in a classification more than one 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 26.3(b)(1) - (2) and vacation pay at the applicable percentages in accordance with Section 25.3(a), paid on each payday.

(e) Laid off full-time employees on the recall list who have selected Option 1 in accordance with Article 14.5(a) and who accept short-term work under this section, shall have their 12 month recall period extended by one additional month for each calendar month in which they actually perform at least 120 hours of such short-term work.

#### **14.8 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 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.

#### **14.9 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 10, all of whom may not be working at one time. Employees in the Core Group shall not be subject to layoff unless there is a complete shutdown of operations.

### **ARTICLE 15 - TECHNOLOGICAL CHANGE**

#### **15.1 Notice of Technological Change**

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

#### **15.2 Meetings Between Employer and Union**

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

#### **15.3 Grievance Arbitration Procedure**

If the Employer and the Union fail to reach agreement, as set out in Section 15.2 above, the matter shall be referred to Step 3 of the grievance arbitration procedure of this agreement.

## ARTICLE 16 - TRAINING

### 16.1 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.

### 16.2 Paid Training

Employees required to attend compulsory training courses pertaining to Stadium operations after completing eight hours of work in a day or 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.

### 16.3 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.

### 16.4 Labour-Management Committee Role

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

### 16.5 Posting of Training Opportunity

(a) Compulsory Training means training that is being offered to employees who require that training to perform the duties of their current classifications(s). Compulsory training will be offered in accordance with the following:

(1) When the Employer conducts a compulsory training course pertaining to Engineering or 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 fill the available spaces pursuant to paragraph (b) (Discretionary training).

(b) Discretionary training means training that is only being offered to employees who do not require that training to perform the duties of their current classification(s). Discretionary training will be offered in accordance with the following:

(1) When the Employer conducts discretionary training the Employer will notify all staff at least two weeks in advance or a lesser reasonable period given the circumstances. The notification will include the nature and purpose of the training, and number of available training spots.

(2) Selection for discretionary training will be based on service seniority from those employees who possess the prerequisite qualifications excepting the training in question, availability to perform the work for which the training is necessary and ability to perform the work for which the training is necessary. Availability may be proven by previously working on those shifts for which the training is required or a commitment to work those shifts.

(3) Employees who commit to discretionary training sessions and who fail to attend such training shall not be eligible for future training until all other employees, who volunteer for training, have been accommodated. This restriction shall apply for a maximum period of 12 months following the failure to attend.

## ARTICLE 17 - JOB POSTINGS

### 17.1 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 10 calendar days on designated bulletin boards and a copy of all such positions shall be provided to the Union.

### 17.2 Information on Postings

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

- Nature of position
- Required qualifications or equivalent experience
- Primary functions
- Reports to whom
- Hourly rate of pay
- Date of posting
- Date of closing

(b) *Time Limit*

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

### 17.3 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 or more employees have the prerequisite qualifications, skill, ability and efficiency, then service seniority with the Employer shall be the determining factor in filling the job vacancy.

### 17.4 Judgement Reasonable

When selecting applicants, in accordance with Section 17.3, the Employer shall exercise its judgement in a reasonable manner.

### 17.5 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.

### 17.6 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 months unless agreed to by the Employer.

**17.7 Rate of Pay for Successful Applicant**

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

**17.8 Trial Period**

Following the placement of the successful job applicant, he shall be placed on trial for two 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.

**17.9 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 months. When the Employer reasonably knows that a temporary vacancy it intends to fill will be for a duration of more than three months or longer, it shall post a notice of such vacancy under Section 17.1 and fill it in accordance with Section 17.3. 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 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****18.1 No Layoff of Employees**

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

**18.2 Construction**

- (a) The intent of this clause 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.
- (b) The parties also recognize that it in their best interest to do some construction work in-house.
- (c) The parties shall meet and discuss the feasibility of doing work in-house prior to a decision to contract out work. At least two members of the bargaining unit and two members of management 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.

(d) If the work in question is clearly beyond the scope of the bargaining unit, the parties agree that the Employer can contract out.

### 18.3 Maintenance and Non Anchor Events

(a) The Employer shall meet with their chief steward, or his designate, every two weeks to review and discuss the handling of upcoming work.

(b) The Employer shall notify the Union prior to contracting out work under Section 18.5(a) or 18.5(b) below. 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 18.5(a) and/or 18.5(b).

(c) The parties recognize that it is in the best interest of the Employer's business that events be staffed by in-house employees. Should insufficient numbers of event employees declare themselves available for work, the Employer shall report the number of contract workers engaged in each classification to the Union within 10 days of the shift(s) worked by the contractors.

### 18.4 Anchor Event Staffing Plan

(a) The intent of the staffing plan is to ensure that the Employer has the required number of employees to staff the CFL and MLS Anchor Seasons, so contractors are not engaged. The Staffing Plan will include recruitment and staffing targets.

(b) Before January of each year, the parties shall discuss and prepare a recruitment plan for the upcoming Anchor Season events for the calendar year.

(c) Minimum event staff recruitment targets shall be based on the staff required to cover a CFL football game or MLS soccer game, whichever is greater, plus a buffer of up to 25%. Staffing requirements are based on seating configurations, anticipated attendance, clients' requests, etc.

(d) The parties shall meet every 60 days, thereafter, to ensure adequate Anchor Event staffing levels are maintained and to assess whether further recruitment is required.

### 18.5 Exceptions

The parties recognize the value of performing work within the Employer's control using in-house employees wherever possible. However, the Employer may contract for services, when:

(a) it is not practical for the Employer to purchase or maintain the equipment or facilities necessary to provide the required service; or

(b) it is not practical for the Employer to have employees on staff who perform such work or are qualified in such work; or

(c) as set out in 18.2 above; or

(d) for high impact events, where it is anticipated that a sufficient number of employees will not be available after following the scheduling process, and where the Employer has exhausted all reasonable steps to bring in employees; or

(e) an unanticipated client demand, where the Employer has exhausted all reasonable steps to bring in employees; or

(f) the work is covered by a basic (not an optional extended) supplier's warranty that covers labour, or

(g) there is an urgent situation such as a serious security risk because a sufficient number of employees are not available.

### **18.6 Volunteers**

The Employer shall include in all licence 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.

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

### **19.1 Hours of Work - Event Employees**

Event employees working on Spectator Events shall be paid a total of five minutes, at straight-time rates, per shift for the completion of required sign-in and sign-out procedures.

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

The workweek for full-time employees shall be comprised of 40 hours per week and the work shift will be either:

- (a) eight hours per day, five days per week; or
- (b) a 12 hour shift schedule as set out in Subsection (c) below.
- (c) In the case of employees working the 12 hour schedule, the following shall apply:
  - (1) The 12 hour shift schedule will average 40 hours per week over an eight week period, with one four hour adjusted day and one 12 hour adjusted day off, to average 320 hours over the eight week period. A memorandum of agreement shall be entered into to give effect to establishing the designated adjusted days.
  - (2) The accumulation of regular hours, as indicated on the shift schedule, shall be at regular rates of pay.
  - (3) Daily overtime shall be calculated as any hours in excess of 12 hours in a regular day or any hours in excess of eight on an adjusted day.
  - (4) Weekly overtime shall be calculated as any hours worked in excess of 320 hours within the designated eight week period.
- (d) Any changes to Subsection (a), (b) or (c) above, shall only be implemented where there is mutual agreement between the parties.

### **19.3 Lunch Periods**

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

- (a) An employee scheduled to work eight consecutive hours shall receive an unpaid lunch period of one-half 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 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 workday.

#### **19.4 Rest Periods**

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

#### **19.5 Standby 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 hour's pay for each three hours standing by (i.e. eight hours standby would entitle the employee to two and two-thirds hours' pay). An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby 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 consecutive weekends or two 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 standby, it shall first seek volunteers, in classification 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 classification seniority, to employees within the applicable classification with the required qualifications, experience, skill and ability. The Employer shall give effected employees as much notice of its standby requirements as operationally possible.

#### **19.6 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 hour pay for the shift.

#### **19.7 Clean-up Time**

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

#### **19.8 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.

#### **19.9 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 19.2 above.

### **ARTICLE 20 - REPORTING PAY**

#### **20.1 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 hours pay at the employee's classified straight-time rate of pay if the employee commences work; or
- (b) Two hours pay at the employee's classified straight-time rate of pay if the employee does not commence work.

#### **20.2 Weather Conditions Excepted**

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

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

#### **21.1 Scheduling Rules**

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 weeks prior to the week in which a shift is to be worked.

(b) *Part-Time Employees*

(1) Work Schedules, including starting times and finishing times, shall be assigned for part-time employees on the basis of classification seniority. Such work schedules will be posted by 0800 hours on the Wednesday, two weeks in advance of the week in which the shift is to be worked. During the first week after the schedule has been posted, previously scheduled shifts that have come available shall be assigned by classification seniority and amended schedules shall be forwarded to affected employees. Shifts that become available within seven days of the schedule taking affect shall be offered in order of classification 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.

(2) A part-time employee may indicate in writing to the Employer his interest to work in a secondary classification. The Employer shall then place the employee in the secondary

classification, when work is available, that he is qualified for or if not qualified after the next scheduled training when appropriate. Employees who do not accept the shift(s) offered will be recorded as such and after three occasions in the 12 proceeding months will no longer remain on the list, and may not be able to access another classification for a period of one year from the date of removal.

(3) Once placed, following posting of assignments under Section 21.1(b)1 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 21.2(a).

(4) *Short Call List*

(i) A short call list shall be established to fill work requirements after the schedule has been posted. 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 or per day and/or shift.

(ii) Employees on the short call list shall be scheduled for work for which they are qualified in accordance with their classification seniority. Employees declining shifts in accordance with this section will be subject to the provision set out in Clause 21.7 Attendance at Work for Event and Part-Time Employees. An employee who has put their name on the short call list, is allowed to remove their name from the short call list if their availability has changed. The employee must advise the Employer of the change prior to being assigned to a short call shift. This change will not be recorded as a "No Show". However part-time employees who have accepted shifts are subject to no show provision as set out in Clause 21.7 should they fail to report to work.

(iii) New shifts for part-time employees will be offered to the most senior available qualified employee first, then to persons on the short call list, by classification seniority, so as to fill the shifts as quickly as possible. Reassignment of previously scheduled shifts, on the basis of classification seniority of qualified employees will be accommodated.

(5) For the purposes of 21.1(b) above, Technician I and II, Facility Operations, will be considered one classification, and for event electrical requirements, Journeyperson (Single Ticketed) and Journeyperson (Non-Ticketed) and Full Entertainment Electrical (FE) worker will be considered one classification provided the employee is qualified.

(6) Where an employee is to be scheduled to work in accordance with 21.1(b)(1) but is considered unqualified to perform the specific duties in the Technician I classification, the next senior qualified employee will be scheduled and a make-up shift will be scheduled at a later date.

(c) *Event Employees*

(1) *Scheduled Work*

(i) Work schedules for event employees, including starting times and finishing times, shall be assigned on the basis of classification seniority. Such posting will occur two weeks in advance of the date of the event to be worked. Unfilled work assignments shall be offered in order of classification seniority to employees on the Event Short Call List, so as to post the final work schedule.

(ii) An event employee may indicate in writing to the Employer his interest to work in a secondary classification. The Employer shall then place the employee in a secondary classification that he is qualified for when work is available. Employees who do not accept the shift(s) offered will be recorded as such and after three occasions in the 12 preceding months will no longer remain on the list, and may not be able to access another classification for a period of one year from the date of removal.

(2) *Short Call List*

A short call list will be established to fill work requirements after the schedule has been posted.

Shifts that become available within seven days of the schedule being posted shall be offered in order of classification seniority to employees on the Event Time Short Call list.

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 work. Employees can choose to indicate short call availability indefinitely 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 classification seniority.

Employees declining shifts in accordance with this section, will be subject to provision set out in Clause 21.7.

An employee who has put their name on the short call list, is allowed to remove their name from the short call list if their availability has changed. The employee must advise the Employer of the change prior to being assigned a short call shift. This change will not be recorded as a "missed shift with four hours' or more notice" or a "no show" under Clause 21.7. However, event employees who have accepted shifts are subject to the provisions set out in Clause 21.7 should they fail to report to work.

New shifts for event employees will be offered to the most senior available qualified employee on the current short call list.

## 21.2 Availability Requirements

(a) *Part-Time Employees*

(1) Part-time employees shall be required to indicate their full-shift hours of availability for a minimum of four days per week. Such days will remain constant unless changed in accordance with Section 21.2(a)(4). All part-time employees must be available for a minimum of 35 shifts, November 1<sup>st</sup> to October 31<sup>st</sup>.

For part-time employees who return to work prior to the completion of the Phase II construction period or who worked during the construction period, the minimum shifts per year shall be 20.

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

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

(ii) Effective June 1, 2007, availability for all new hires shall be as follows:

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

- (iii) Effective June 1<sup>st</sup>, 2011, availability for all new hires shall be as follows:
    - Part-time minimum availability four days per week where at least one of those four days must be a Saturday or Sunday, and eight consecutive hours per day between 05:00 and 24:00.
  - (2) All part-time employees hired after June 1<sup>st</sup>, 2011 must work 35 shifts per event year.
  - (3) Part-time employees hired prior to June 1<sup>st</sup>, 2011 must work a minimum of 20 shifts per event year.
  - (4) Part-time employees will be required to log into Employee Self Service Portal (ESS) to update and change their availability.
  - (5) A Major Conversion will be declared by the Employer and is defined as two events occurring within a 48 hour period. All conversion staff must make themselves available for at least one shift during this 48 hour period. Employees can work more shifts but must work at least one.
- (b) *Event Employees*
- (1) Events in the stadium will be classified in three groups as follows:
    - (i) Anchor Spectator Events as each event is confirmed and defined as preseason and regular season MLS Soccer and CFL Football games.
    - (ii) High Impact Spectator Events are defined as concerts, Monster Jam, Motor Spectacular, motocross, baseball, hockey, basketball, FIFA games, friendly exhibition games, professional wrestling, boxing, ultimate fighting, playoff quarter final games, playoff semi-final games, championship games, and other spectator sporting or non-sporting event with projected attendance of over 26,000.
    - (iii) Other events not included in the above.
  - (2) Event employees will be divided into three groups as follows:
    - (i) Group A - event employees hired prior to June 1<sup>st</sup>, 2011.
    - (ii) Group B - event employees hired after May 31<sup>st</sup>, 2011.
  - (3) For Anchor Spectator Events, event employees must make themselves available for each of the following:
    - (i) For Group A, the employee must maintain availability of not less than 60% of the Anchor Season;
    - (ii) For Group B, the employee must maintain availability of not less than 80% of the Anchor Season;
  - (4) For High Impact Spectator Events, the Event employees must make themselves available as follows:
    - (i) For Group A, the employee must maintain 60% availability for all events.
    - (ii) For Group B, the employee must maintain 80% availability for all events.

(iii) From time to time, when a High Impact Spectator Event requires a full complement of some, but not all, classifications, the Employer will advise the Union of the staffing requirements.

(5) For other events, event employees will be scheduled based on availability and classification seniority.

(6) Event Employee Groups and Respective Availability Requirements are illustrated in the table below:

Employee Group	Anchor Spectator Events 21.2(b)(i)		High Impact Spectators Events 21.2(b)(i)	Other Events 21.2(b)(i)
	MLS Soccer	CFL Football		
Group A	60%	60%	60%	Availability & Classification Seniority
Group B	80%	80%	80%	Availability & Classification Seniority

Blending of Anchor Spectator Events will be implemented as of January 1, 2014.

The Scheduling Process provisions set out below are intended to apply until the "blending" of Anchor Spectator Events (CFL/MLS) is implemented as of January 1<sup>st</sup>, 2014. The parties agree to meet and revise the provisions as necessary to implement the "blending" concept. Failing agreement by October 31<sup>st</sup>, 2013, either party may ask John Hall (or a mutually acceptable alternate) to facilitate the discussions and make binding recommendations for a revised Scheduling Process.

### 21.3 Scheduling Process

#### (a) Anchor Seasons

##### (1) Event Employees

(i) All event employees must work their percentage of anchor and High Impact Event season availability in each calendar year from November 1<sup>st</sup> to October 31<sup>st</sup>.

#### (b) Anchor Season Availability

##### (1) MLS Soccer Season Availability

(i) The Employer will post the yearly schedule for the pre-season and regular season MLS games on or before February 1<sup>st</sup> of each year (this and other related dates will be adjusted if there is a delay in publishing the schedule).

(ii) Event employees will be required to log into Employee Self Service Portal (ESS) and provide their availability as per their group. Employees will indicate their availability through the ESS. The employees must select and choose their availability based on the employee group they are a part of, that being Group A, or Group B. An employee must provide their availability by February 10<sup>th</sup>.

(iii) Once employees have chosen their MLS available as per Clause 21.3(b)(1)(ii) to above, the Employer will lock down ESS for seven days, and individual Event Employees will be emailed confirming their MLS Anchor Season shift dates.

(iv) Once emailed as per Clause 21.3(b)(1)(iii) above, no further changes can be made to the confirmed MLS Anchor shift dates, other than allowable exceptions as per the collective agreement.

(v) Event employees who become available after Clause 21.3(b)(1)(iii) above, can update their availability on ESS, and their availability may be included in final posting of work schedule as per Clause 21.1(c)(1).

(vi) Employees who provided their early commitments as per Clause 21.3(b)(1)(i) to (iii) shall not be displaced by Clause 21.3(b)(1)(v) above.

(vii) Final MLS work schedules will be scheduled in accordance with Clause 21.1(c) for event employees. The Employer will also provide a copy of the schedules to the Union.

(2) *CFL Football Season Availability*

(i) The Employer will post the yearly schedule for the pre-season and regular season CFL games on or before March 1<sup>st</sup> of each year (this and other related dates will be adjusted if there is a publishing the schedule).

(ii) Event employees will be required to log into Employee Self Service Portal (ESS) and provide their availability as per their group. Employees will indicate their availability through the ESS. The employees must select and chose their availability based on the employee group they are a part of, that being Group A, or Group B. An employee must provide their availability by March 10<sup>th</sup>.

(iii) Once employees have chosen their CFL availability as per Clause 21.3(b)(2)(ii) above, the Employer will lock down ESS for seven days, and individual Event Employees will be emailed confirming their CFL Anchor Season shift dates.

(iv) Once emailed as per Clause 21.3(b)(2)(iii) above, no further changes can be made to the confirmed CFL Anchor shift dates, other than allowable exceptions as per the collective agreement.

(v) Event employees who become available after Clause 21.3(b)(2)(iii) above, can update their availability on ESS, and their availability may be included in the final posting of work schedule as per Clause 21.1(c)(1).

(vi) Employees who provided their early commitments as per Clause 21.3(b)(2)(i) to (iii) shall not be displaced by Clause 21.3(b)(2)(v) above.

(vii) Final CFL work schedule will be scheduled in accordance with Clause 21.1(c) for event employees. The Employer will also forward a copy to the Union.

(3) *Failure to Maintain Availability*

(i) When an event-time employee does not maintain his/her required availability as stipulated above, the employee will be placed on the bottom of their classification seniority list for a period of one year.

(ii) If the employee does not maintain at least the availability in their category the following year, they may lose their seniority.

(c) *High-Impact Events Availability*

(1) The Employer will notify the Union, all part-time and all event employees of a High Impact Event with as much notice as possible.

(2) All event employees shall maintain availability for all High Impact Events as required by Clause 21.2(b)(4). It will be the responsibility of the employee to meet their availability requirement through the Employee Self Service Portal.

(3) Release from High Impact Events Shifts - employees may be excused from a High Impact Event shift if they are on authorized leave as set out in this agreement. The Employer will not unreasonably withhold approval of leave.

(4) Employees will affirm their availability within 10 days of notification of a high-impact event. Where possible, the Employer will post the final work schedule one month in advance. Sign up on the Short Call List will be available for the first seven days after posting.

(d) *Other Events*

(1) For Other Events, event employees will be scheduled based on availability and classification seniority.

(2) Sign-up and Changes to Work Schedules for "Other Events".

(i) Event employees must provide the Employer with availability, before being scheduled to work Other Events.

(ii) Event employees will be given an opportunity to indicate changes in their availability for Other Events work assignments as noted in Clause 21.3(d)(2)(iv) below.

(iii) Prior to short calls, event employees who become available for an Anchor Spectator Event will be given an opportunity to indicate their updated availability as noted in the periods below, subject to Clauses 21.3(b)(1)(v) and 21.3(b)(2)(v).

(iv) Periods of Availability Sign-up and/or Updates:

- Period #1 - January 10<sup>th</sup> for February
- Period #2 - February 10<sup>th</sup> for March
- Period #3 - March 10<sup>th</sup> for April
- Period #4 - April 10<sup>th</sup> for May
- Period #5 - May 10<sup>th</sup> for June
- Period #6 - June 10<sup>th</sup> for July
- Period #7 - July 10<sup>th</sup> for August
- Period #8 - August 10<sup>th</sup> for September
- Period #9 - September 10<sup>th</sup> for October
- Period #10 - October 10<sup>th</sup> for November
- Period #11 - November 10<sup>th</sup> for December
- Period #12 - December 10<sup>th</sup> for January

(v) Any requested employee changes must adhere with the guidelines as set out in Section 21.2(a) and (b) above.

## 21.4 Event Calendar

In order to assist employees in making their availability choices pursuant to the above, the Employer agrees to produce, on a monthly basis, available on the Employer website, a calendar showing all upcoming events.

### 21.5 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 21.2(a) and (b) above, for reasons acceptable to the Employer. The Employer will not unreasonably withhold approval.

### 21.6 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.

### 21.7 Attendance at Work for Event and Part-Time Employees

In support of using BC Place employees as much as possible, employees are encouraged to work their committed and required shifts. In the event of an employee's absence from work, the following will apply:

- (a) Leaves of Absence - see Article 30 and Article 6.
- (b) Missed Shift with four hours' or more notice: If an event or part-time employee reports to the Employer his expected absence from his scheduled shift that is not allowed by any other provision of this agreement at least four hours prior to the start of his shift, he will receive no penalty for the missed shift on the first such absence report after November 1<sup>st</sup> each year. Each employee is permitted up to two such absences without penalty up to and including the following October 31<sup>st</sup>.
- (c) Each part-time and event employee shall be permitted to call in sick on three separate occasions in each year (November 1<sup>st</sup> - October 31<sup>st</sup>) 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 for the cost of the note to a maximum of \$10 upon presentation of original receipt.
- (d) No Shows: An event or part-time employee who is absent from his scheduled shift and that absence is not allowed by any other provision of this agreement will be deemed to be a "no show".
- (e) An employee who accumulates two NO SHOWS in a 12 month period (November 1<sup>st</sup> - October 31<sup>st</sup>) may be terminated.

### 21.8 Notice Periods

- (a) Employees who are requested to work without proper notification, as set out in this article, may decline such work assignment without penalty.
- (b) The Employer may, upon 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 an event/conversion 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:
  - (1) requests for leaves will be granted in the order received.



- (2) staff will be called in classification seniority order and offered the chance to decline the shift.

### **21.9 Shift Breaks**

Employees are entitled to a minimum eight 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 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**

### **22.1 Rates of Pay**

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

### **22.2 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.

### **22.3 Paydays**

- (a) All employees shall be paid wages every other Tuesday.
- (b) (1) For full-time or part-time employees working during the third shift (9:00 p.m. to 4:29 a.m.) starting on the Monday before payday Tuesday, their paycheque 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.
  - (2) If the paycheque is not available in conformance with Article 22.3(b)(1) above, the Employer will deliver such cheque to the employee's current address of record, on the payday Tuesday.
- (c) 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.

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. The Employer at its discretion may provide the accounting in an electronic format.

#### **22.4 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.

#### **22.5 Selection of Temporary Team/Crew Lead**

Article 17.9 notwithstanding, when the Employer wishes to appoint an event team/crew lead on a temporary basis to replace a regular team/crew lead 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.

#### **22.6 Job Classifications**

The parties agree in principle that any duties listed in the 2007 to 2011 collective agreement shall be included in this article, which may result in the duties listed below being amended if necessary in order to comply with this principle.

All employees covered by this agreement shall be paid in accordance with the job classifications as set out in this article and in Appendix A and Appendix B.

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

Engineering & Maintenance Department - (full-time)

##### *(1) Trades Crew Lead - Dual Ticketed or Single Ticketed*

An employee must have two interprovincial trade or BC trade qualifications (i.e. completion of a recognized apprenticeship program) or technical qualifications required for the job. The technical qualification will be a minimum two-year diploma of technology (BCIT or equivalent).

Some types of work performed:

- Lead a team with minimal supervision, ensuring work standards and teamwork are maintained
- Ensure that work is prioritized as planned and adjusted in response to changing environment
- Hold team briefings and meet with management and other teams as required to ensure plans are aligned, coordinated and executed
- Monitor team and employee performance and provide coaching and direction to team members
- Maintain high levels of communication with team members and management
- Support team success and ensure safety as a number one priority
- Lead in the daily operations of trades work

(2) *Journey person - Dual Ticketed Interprovincial TQ's*

An employee must have two interprovincial trade or BC trade qualifications (i.e. completion of a recognized apprenticeship program) or technical qualifications required for the job. The technical qualification will be a minimum two-year diploma of technology (BCIT or equivalent).

(3) *Journey person - Single Ticketed Interprovincial TQ's*

An employee must have an interprovincial trade or BC trade qualification (i.e. completion of a recognized apprenticeship program) or technical qualification required for the job. The technical qualification will be a minimum two-year diploma of technology (BCIT or equivalent).

Some types of work performed:

- Mechanical equipment repairs and maintenance
- Electrical repairs and maintenance
- Electronic repairs and maintenance (audio, video, radio, CCTV, etc.)
- Building controls and maintenance
- HVAC repairs and maintenance
- Plumbing installations and repairs
- Telephone installations and maintenance
- Refrigeration repairs and maintenance

(4) *Journey person- Non-Ticketed*

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:

- Door repairs
- Roof repair work
- Radio repair and maintenance
- Telephone installations
- Finishing carpentry
- Routine preventive maintenance in all trades
- Painting
- Keys and locks
- Scheduled relamping
- Inspection, reports and project planning
- Basic carpentry

(5) *Labourer I*

Some types of work performed:

- demonstrated Crew Leadership (\*Labourer I)
- seat repair
- high level window washing
- pressure washing
- grounds maintenance
- landscaping

- material handling
- forklift operator
- trades helper
- swamping
- emergency and unscheduled relamping
- general labour

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

(6) *Labourer II*

Some types of work performed:

- seat repair
- high to low level window washing
- pressure washing
- grounds maintenance
- landscaping
- material handling
- forklift operator
- trades helper
- swamping
- emergency & unscheduled relamping
- general labour

Progression from Labourer II to Labourer I shall be based on three years classification seniority plus demonstrated proficiency in leading a crew.

Event Standby and Cable Pulling will be included in either the Labourer classification or the Technician classification.

(7) *Building First Aid*

An employee must have the required WorkSafeBC approved Occupational First Aid (OFA) Level 3 Certificate, plus a Cardio Pulmonary Resuscitation (CPR) Level-C Certificate.

Some types of work performed:

- Respond to, attend, assess and treat any worker suffering from a workplace injury or illness following approved protocol
- Attend, assess and treat non-work related injuries or illness, as required
- Refer injured or ill workers to higher medical care, either hospital, medical walk-in clinic or family doctor's office
- Maintain an inventory of first aid supplies and equipment. Order replacement as required
- Provide monthly medical/safety equipment checks and inspections (e.g. AED, electronic BC cuffs, fire extinguishers)
- Provide facility first aid room checks. Ensure equipment and supplies are readily available
- Ensure mobile response units (MOJO) are stocked and readily available

- Issue safety equipment to workers and record in-and-out (fall protection harness, lanyards)
- Provide monthly and event first aid statistics
- Act as Event First-Aid Team Lead and Dispatch during events

Facility Operations Department - (full-time)

(8) *Building Security*

An employee must have a valid security worker's licence. The Employer shall pay for the mandatory training for any employee that the Employer requires to obtain the certificate, or if the Employer provides the training course on site. The Employer shall reimburse the full-time Building Security worker's licence renewal.

Some types of work performed:

- Analyze, resolve and report technical concerns
- Control Room Operator
- Physical security of the building and people

(9) *Conversions Crew Lead*

Leading and performing all Facility Operations related work specializing in conversion disciplines.

Some types of work performed:

- Lead a team with minimal supervision, ensuring work standards and teamwork are maintained
- Ensure that work is prioritized as planned and adjusted in response to changing environment
- Hold team briefings and meet with management and other teams as required to ensure plans are aligned, coordinated and executed
- Monitor team and employee performance and provide coaching and direction to team members
- Maintain high levels of communication with team members and management
- Support team success and ensure safety as a number one priority

(10) *Building Housekeeping*

An employee who performs cleaning work unsupervised.

Some types of work performed:

- Washing floors
- Waxing floors (power buffing)
- Stripping floors
- Glass cleaning (low level)
- Dusting (all areas)
- Garbage removal
- General cleaning
- Office plant maintenance
- Forklift and scrubber/sweeper operation

(b) *Part-Time Employees*

Engineering and Maintenance - (Part-Time)

(1) *Journeyman Single Ticketed*

An employee who, for a specific position, must have an interprovincial trade or BC trade qualification (i.e. Completion of a recognized apprenticeship program) or technical qualification required for the job. The technical qualification will be a minimum two-year diploma of technology (BCIT or equivalent).

Some types of work performed:

- Audio operators
- Event electricians
- Audio/video technicians

(2) *Journeyman Non-Ticketed*

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:

- Telephone installations (events)
- Starboard programmer/operator
- Event electrical (without interprovincial trade qualification or BC trade qualification)

(3) *Full Entertainment Electrical (FE) Worker*

An employee who, for a specific position, must have a Full Entertainment (FE) Class Electrical Certificate.

Some types of work performed:

- Event electrical (with a Full Entertainment (FE) Class Electrical Certificate)

Facility Operations

(4) *Technician I*

Any employee who has the skills relating to the conversion of the stadium for the purpose of staging an event. (Fork Lift Ticket Required).

Some types of work performed:

- All work related to the conversion of the stadium for the purpose of staging an event
- Equipment operation
- Field line/logo painting
- Field coverings
- Event set-up/tear down
- General labour

- Demonstrated proficiency in leading a conversion crew when completing tasks related to the conversion of the stadium for the purpose of staging an event
- Turf maintenance
- Sign machine
- Movement of seating units
- Rigging, including winches and cables and snorkel lift
- Painting field logo and lines, using alignment equipment
- Crew leadership
- Seat repair
- High level window washing
- Propane maintenance
- Roof cleaning
- Pressure washing (over 1000 psi or 140°F temperature)
- Grounds maintenance

(5) *Technician II*

Any employee who has the skills relating to the conversion of the stadium for the purpose of staging an event. (Fork Lift Ticket Required).

Some types of work performed:

- All work related to the conversion of the stadium for the purpose of staging an event
- Equipment operation
- Field line/logo painting
- Field coverings
- Event setup/tear down
- General labour
- Equipment operation (forklift, snorkel lift, scissor lift, sweeper scrubber)
- Field line/logo painting
- Football/baseball board painting
- Field conversions
- Event set up/tear down (turnstiles, barricades, fencing, etc.)
- Sign making
- General labour
- Swamping
- Turf maintenance
- Event standby
- Cable pulling
- Trades helper
- Propane filling
- Emergency and unscheduled relamping
- Pressure washer (under 1000 psi or 140° F)
- Unskilled grounds maintenance (weeding and lawn mowing)
- Window washing

Employees in the Technician II classification will be given a fair and reasonable opportunity to become qualified to perform the duties of Technician I position, subject to the requirements of the operation.

(6) *Technician III*

- Fork Lift Ticket Not Required
- Secondary Classification only

Some types of work performed:

- Equipment operation (forklift, snorkel lift, scissor lift, sweeper scrubber)
- Field line/logo painting
- Football/baseball board painting
- Field conversions
- Event set up/tear down (turnstiles, barricades, fencing, etc.)
- Sign making
- General labour
- Swamping
- Turf maintenance
- Event standby
- Cable pulling
- Trades helper
- Propane filling
- Emergency and unscheduled relamping
- Pressure washer (under 1000 psi or 140° F)
- Unskilled grounds maintenance (weeding and lawn mowing)
- Window washing

(7) *Notes Pertaining to Part-Time Technician Positions*

- Progression from Technician II to Technician I shall occur when the employee has three years classification seniority and demonstrated efficiency in crew leadership. Employees returning to work as Technician II will be assessed and a decision will be made by January 31, 2012 as to whether they have qualified to be moved to the Technician I classification.
- The Employer commits to employing no less than 20 Technician I's. In order to maintain this threshold the Employer will move a Technician II to Technician I, if the employee meets the qualifications, prior to the completion of three years' classification seniority if it is necessary to do so to maintain the threshold.
- 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.
- For purposes of Clause 21.1 - Short Call, all technicians shall be on one classification seniority list.

(c) *Event Employees*

- (1) Event Security Team Lead
- (2) Event Security
- (3) Event Hosting Team Lead
- (4) Event Hosting



- (5) Event First Aid Team Lead
- (6) Event First Aid
- (7) Event Housekeeping Team Lead
- (8) Event Housekeeping

### **22.7 Event Security - Security Worker's Licence Renewal**

For Event Security employees, the Employer will reimburse the employee the cost of the security licence renewal after the employee works 200 hours as of and including September 30<sup>th</sup>, 2011, and every year thereafter, upon presentation of receipts.

### **22.8 Grandfather Provision**

Any employee in a classification that was in effect prior to June 1, 1991, who would be adversely affected by the 2011 collective agreement definitions (a), (b) and (c), will be placed in the classification corresponding to his wage rate regardless of these definitions.

### **22.9 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 subcommittee made up of one representative of the Union and one representative of Management will investigate. Where the subcommittee cannot agree the matter will be dealt with through the grievance and arbitration procedure.

## **ARTICLE 23 - OVERTIME**

### **23.1 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 two times the straight-time rate.
- (e) "*Double-time and one-half*" - means two and one-half times the straight-time rate.

### **23.2 Overtime Compensation**

- (a) *Rates of Compensation*

Overtime shall be compensated at the following rates:

- (1) One and one-half times for the first three hours of overtime on a regularly scheduled workday; and
- (2) Two times for all hours worked in excess of three on a regularly scheduled workday; and
- (3) Two times for hours worked on a regular day off; and
- (4) Two times 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 (1) and (2) 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.

### 23.3 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 31<sup>st</sup> 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 hours.

### 23.4 Recording of Overtime

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

### 23.5 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 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:

- (1) to those full-time employees(s) who actually performed or are scheduled to actually perform the applicable straight-time work, on the basis of classification seniority;
- (2) to other full-time employees within the applicable classification, actually at work at the time, on the basis of classification seniority;
- (3) to part-time employees (or event-time employees if applicable) within the applicable classification, actually at work at the time, on the basis of classification seniority, subject to the provisions of Clause 23.10;
- (4) to full-time employees from other classifications, actually at work at the time, on the basis of classification seniority, provided they have the qualifications, skill and ability to perform the overtime work;
- (5) to part-time employees (or event-time employees if applicable) from other classifications, actually at work at the time, on the basis of classification seniority, provided they have the qualifications, skill and ability to perform the overtime work, subject to the provisions of Clause 23.10.

(c) The Employer shall maintain two 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 months when that employee has previously rejected two offers of overtime under Subsection (c) without good and sufficient reason during any six month period.

### **23.6 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.

### **23.7 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.

### **23.8 Overtime Meal Allowance**

(a) When an employee is required to work three 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 20 minutes will be given.

Effective June 1<sup>st</sup>, 2001, the meal allowance will be increased to \$11.50.

(b) If the employee continues to work overtime beyond three hours a further meal shall be provided upon completion of an additional four hours worked and upon the completion of every three hours worked thereafter.

(c) When an employee is not on standby and is called out for overtime prior to his scheduled shift and it was not possible to give at least one-half 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 workday.

### **23.9 No Layoff 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 workdays in the workweek of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

### **23.11 Callout 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 hours at overtime rates.

### 23.12 Rest Interval After Overtime

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

## ARTICLE 24 - SHIFT WORK

### 24.1 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 2:00 p.m. and 8:59 p.m. shall be considered a second shift;

(3) all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. shall be considered a third shift.

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

Effective June 1<sup>st</sup>, 2003

\$1.05 per hour for second shift

\$1.15 per hour for third shift

### 24.2 Shift Premium Entitlement

(a) A full-time employee working a shift in accordance with the provisions of Section 24.1 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

### 25.1 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.

### 25.2 Year of Service

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

### 25.3 Vacation Entitlement

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

<b>Number of Full-time Anniversaries of Employment</b>	<b>Entitlement</b>
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 4% of gross earnings to date of termination, less any vacation pay received.

(c) Part-time and event-time employees hired on June 1<sup>st</sup>, 2007 or thereafter, shall receive, in lieu of vacation, 4% gross wages for the first four 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<sup>st</sup>, 2007 shall receive in lieu of vacation, the following:

1 <sup>st</sup> year of employment.....	6% of Gross Wages
2 <sup>nd</sup> year of employment.....	8% of Gross Wages
3 <sup>rd</sup> year of employment and greater.....	10% of Gross Wages

#### **25.4 Vacation Scheduling**

(a) *Posting Dates*

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

(b) *Classification Seniority Preference*

Classification 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 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 Clauses 25.4(a) and (b) of this article, unscheduled vacations will be scheduled on a first come first served basis.

#### **25.5 Paid Holiday Coinciding with Day of Vacation**

If a paid holiday, as set out in Article 26 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.

## 25.6 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.

## 25.7 Part-Time and Event-Time Employees

(a) A part-time or event-time employee will be entitled to receive the payment described in Section 25.3 of this article. Part-time or event-time employees shall receive the unused portion of such payment upon termination or December 31<sup>st</sup> 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 14 days in advance when they will not be available for work assignment due to vacation.

(c) Part-time employees, upon qualifying for five 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 14 days in advance of when it is required.

## 25.8 Callback 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.

## 25.9 Vacation in First Year

Full-time employees may take one week of accrued vacation with pay in their year of hire in the full-time category, provided they have a minimum of six months service in the full-time category.

## 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 days of returning to work.

## 25.11 Vacation Carryover

Full-time employees entitled to vacation of two weeks or more may, upon written request by April 1<sup>st</sup> of each year, carry over up to five 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<sup>st</sup> - March 31<sup>st</sup>), 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 25.4(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<sup>st</sup>) will be paid out to the employee in the following payroll period.

## ARTICLE 26 - PAID HOLIDAYS

### 26.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing 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.

### 26.2 Eligibility

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

A full-time employee, following 30 calendar days of services seniority, 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 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 30 calendar days of service seniority 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 Workers Compensation, provided that part-time and event-time employees who worked at least one regularly scheduled shift in the 30 days prior to a statutory holiday shall be paid for such holiday in accordance with this article.

### 26.3 Entitlement

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

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

(2) A full-time employee regularly scheduled to work on the holiday shall be paid at one and one-half times for the hours worked. In the case of Christmas and New Year's, eligible employees shall be compensated at two times 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 Employees*

(1) An eligible part-time or event employee not required to work the holiday shall receive holiday pay as follows:

(i) Pay equivalent to the employee's total wages, excluding overtime, for the 30 day period before the paid holiday divided by the number of days worked, if the eligible employee has worked at least 15 of the last 30 days before the paid holiday.

(ii) Pay equivalent to the employee's total wages excluding overtime for the 30 day period before the paid holiday, divided by 15 if the eligible employee has worked less than 15 of the last 30 days before the holiday.

(2) An eligible part-time or event employee scheduled to work the holiday shall receive time and one-half for hours worked. In the case of Christmas and New Year's, eligible part-time and event employees shall receive two times for hours worked.

(3) Part-time and event employees who are not eligible for the holiday and are scheduled to work shall receive straight-time for hours worked.

### 26.4 Holidays Falling on Saturday or Sunday

For an employee whose workweek 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.

### 26.5 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

### 27.1 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.



## 27.2 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 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 workforce and/or the Employer in respect to industrial health and safety matters and recommend their implementation to the Employer, where warranted;
  - (6) hold regular meetings in accordance with Section (a) for the review of:
    - (i) reports or current accidents or industrial diseases, their causes and means of prevention; and
    - (ii) remedial action taken or required by the reports of investigations and inspections; and
    - (iii) any other matters pertinent to industrial health and safety.

## 27.3 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.

**27.4 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.

**27.5 Transportation of Accident Victims**

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

**27.6 Investigation of Accidents**

- (a) The Safety Committee, as provided in Section 27.2 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.

**27.7 Protective Clothing and Equipment**

- (a) With the exception of footwear and prescription glasses, where the Employer is required, in accordance with Workers' Compensation Board requirements, to provide protective clothing and safety equipment, employees shall wear such clothing and use such equipment as directed by the Employer.
- (b) Full-time employees who are required by the Employer to wear safety footwear shall be paid a footwear allowance of \$100 every two years. To be eligible for this allowance, the employee must actually purchase and wear approved safety footwear while at work. Effective June 1<sup>st</sup>, 2017 the footwear allowance will be \$120.
- (c) Part-time and event-time employees who are required by the Employer to wear safety footwear shall be paid a footwear allowance of \$50 every two years. To be eligible for this allowance, the employee must actually purchase and wear safety footwear while at work. Effective June 1<sup>st</sup>, 2017 the footwear allowance will be \$60.

**ARTICLE 28 - FIRST AID ATTENDANTS****28.1 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.

**28.2 Premium Pay**

- (a) The Employer will pay the first aid premium to those designated part-time employees, when required as first aid attendants.
  - (1) Effective June 1<sup>st</sup>, 2008 - Level 3 First Aid Certificate \$1.00 per hour
- (b) Event or part-time employees who work a minimum of 200 hours per year in each of the two preceding years as designated first aid attendants, will have their course fees paid upon successful completion.

**ARTICLE 29 - EMPLOYEE BENEFIT PROGRAMS****29.1 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 MSA, 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 (MSP)*

The Plan shall be effective the first day of the month following employment for BC residents and three 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 80% reimbursement of eligible expenses subject to a \$25 deductible. The Plan shall also include an optical benefit that will provide a maximum of \$100 every two 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 \$200 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 75% of regular earnings x base hourly rate) for 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 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 months, calculated from the first day of absence due to disability, a maximum benefit equal to two-thirds 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	Two times regular annual earnings (rounded to the next highest \$1,000)
AD & D Insurance	Two times regular annual earnings (rounded to the next highest \$1,000)

## **29.2 Continuation of Benefits**

The Employer shall continue the benefits set out in Section 29.1 above for an employee on leave of absence or laid off for a period not to exceed 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 Subsections 29.1(d) and (e), for a maximum period of six 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.

## **29.3 Plan Brochures and Obligations**

The Employer will provide explanatory brochures for each of the Insurance Plans referred to in Section 29.1 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 29.1.

## **29.4 Public Service Pension Plan**

The Employer will participate in the Public Service Pension Plan.

## **29.5 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.

## **29.6 Employee Assistance Program**

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

## **29.7 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.

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

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

**ARTICLE 30 - GENERAL LEAVES OF ABSENCE****30.1 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.

**30.2 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 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 days of paid leave where travelling is such that the three days provided above is inadequate.
- (d) The Employer may request evidence to substantiate a request for bereavement leave.

**30.3 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.

**30.4 Maternity and Parental Leave**

- (a) *Pregnancy Leave*
  - (1) An employee is entitled to a pregnancy leave of absence from work, without pay, for a period of 17 consecutive weeks or a shorter period requested by the employee commencing no earlier than 11 weeks before the expected birth date and no later than the actual birth date.
  - (2) 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 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.

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

(4) A request for a shorter period under Subsection (c) must be given in writing to the Employer at least one 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.

(5) If an employee's pregnancy is terminated before a leave request is made under this clause, the Employer, upon request from the employee, shall grant the employee a leave of absence from work without pay for a period of six 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.

(6) If an employee is unable to return to work following a leave of absence granted under this clause, 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 consecutive weeks. To qualify, the employee must supply a certificate from a medical practitioner verifying the necessity for the leave.

(b) *Parental Leave*

(1) Parental leave is without pay. An employee shall give four 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 Clause 30.4(a). 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.

(2) Upon written request and applicable certificate under Subsection (b)(1), an employee shall be entitled to parental leave.

(3) An employee shall be entitled to the following parental leave, or such shorter period the employee requests in advance:

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

(ii) For a birth mother who does not take pregnancy leave in relation to the birth of the child, up to 37 weeks of unpaid leave beginning after the birth of the child and within 52 weeks of the birth.

(iii) For a birth father, up to 37 weeks of unpaid leave beginning after the birth of the child and within 52 weeks of the birth.

(iv) For an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 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.

(4) 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 additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

(c) *Combined Maternity and Parental Leave*

An employee's combined entitlement to leave under Clause 30.4(a) and 30.4(b) is limited to 52 weeks plus any additional entitlements provided under Clause 30.4(f) and/or Clause 30.4(d).

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

The Employer shall continue to make payments for up to a period of 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 Clause 29.8, 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.

(e) *Returning from Maternity and Parental Leave*

An employee shall provide written notice for returning to work at least one 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 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.

### 30.5 Special Leave

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

<b>Purpose</b>	<b>Length of Leave</b>
(a) Birth or adoption of employee's child .....	One working day
(b) Attendance at his formal hearing to attain Canadian citizenship .....	One working day
(c) Employee's marriage .....	Day of the Wedding

In the case of (b) and (c) above, the employee shall be required to provide the Employer with two weeks' advance notice.

### 30.6 Elections Acts

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

### 30.7 Elected Positions

- (a) The Employer shall grant, on written request, a leave of absence without pay or benefits to an employee:
  - (1) to seek election in a municipal, provincial, or federal election for a maximum period of days, or
  - (2) who is elected to a public office for a maximum period of four years.
- (b) The Employer shall grant, on written request, a leave of absence without pay or benefits to an employee:
  - (1) who is elected or appointed to a full-time position with the Union for a period not to exceed one year, or
  - (2) who is elected to the position of President, Treasurer, or Vice President of the B.C. Government and Service Employees' Union for a period of three years.

### 30.8 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 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 1<sup>st</sup>, all full-time employees will be credited with six days of sick leave, which may be used during the following 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<sup>st</sup> of any given year will be credited with sick pay entitlements on a prorated basis.

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

## ARTICLE 31 - MEDICAL EXAMINATIONS

### 31.1 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.



### **31.2 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**

### **32.1 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 50¢ will be paid per shift worked.

### **32.2 Return of Uniforms**

All employees that terminate their employment with the Employer for any reason shall be required to return clothing and other equipment supplied by the Employer.

If any employee fails to return such clothing and/or equipment supplied by the Employer, the value of such items, less depreciation, will be deemed to be a credit obligation owing to the Employer and shall be deducted from the employee's final paycheque.

### **32.3 Lockers and Employee Privacy**

- (a) The Employer shall provide lockers within the building. The Employer shall not enter an employee's locker without the employee present.
- (b) If an employee's locker must be opened and emptied, a shop steward will assist the Employer to empty the locker.

### **32.4 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 \$75 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.

### **32.5 Tools**

Employees will not be required to supply work tools.

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

### **33.1 Term**

This agreement shall be binding on the parties hereto and shall be effective from June 1, 2015 and remain in effect to midnight May 31, 2020.

### **33.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after February 1, 2020, but in any event not later than midnight, May 1, 2020.

- (b) Where no notice is given by either party prior to May 1, 2020 both parties shall be deemed to have given notice under this section on May 1, 2020.
- (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 Subsection (a) above, the parties shall, within 10 days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.
- (e) Where the parties agree to commence collective bargaining, in accordance with the provisions of this article, this agreement shall remain in full force and effect during the collective bargaining process.

### **33.3 Changes in Agreement**

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

### **33.4 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.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Wayne Smith  
Director, Human Resources and Labour Relations

\_\_\_\_\_  
Dave MacDonald  
Bargaining Committee

\_\_\_\_\_  
Brian Griffin  
Director, Facilities Operations Division

\_\_\_\_\_  
Barry Cameron  
Bargaining Committee

\_\_\_\_\_  
Amanda Wong  
Human Resources Manager

\_\_\_\_\_  
Nadine Gagnon  
Bargaining Committee

\_\_\_\_\_  
Kevin Singh  
Bargaining Committee

\_\_\_\_\_  
Dan Cahill  
Director

\_\_\_\_\_  
Brent Camilleri  
Staff Representative

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

**APPENDIX A**  
**Effective June 1, 2015**  
**to**  
**May 31, 2016**

Classification	Hourly Rate of Pay		
	Full-Time	Part-Time	Event-Time
Trades Crew Lead Dual Ticketed	36.90	36.90	
Trades Crew Lead Single Ticketed	35.40	35.40	
Journeyman Dual Ticketed	32.09	32.09	
Journeyman Single Ticketed	30.78	30.78	
Journeyman Non Ticketed	25.04	25.04	
Full Entertainment (FE) Electrical Worker		28.00	
Labourer I	20.28		
Labourer II	17.37		
Building First Aid	17.79		
Building Security/Control Room	20.57		
Building Housekeeping	17.37		
Conversion Crew Lead	23.87		
Technician I	20.28	20.28	
Technician II	17.37	17.37	
Technician III (Secondary Classification Only)		16.87	
Secondary Roof Ground Crew	20.28	20.28	
Event Security Team Lead			17.79
Event Security			15.79
Event Hosting Team Lead			17.55
Event Hosting			14.56
Event First Aid Team Lead			17.79
Event First Aid			15.79
Event Housekeeping Team Lead			17.85
Event Housekeeping			14.56
Cisco Field Voice Technician		36.41	
Procurement Assistant	20.28		

Wage rates for all positions will receive the following increases:

- June 1<sup>st</sup>, 2016 - 1%
- April 1<sup>st</sup>, 2017 - ESD
- June 1<sup>st</sup>, 2017 - .5%
- April 1<sup>st</sup>, 2018 - 1% plus the ESD\*
- June 1<sup>st</sup>, 2018 - .5%
- April 1<sup>st</sup>, 2019 - 1% plus the ESD\*
- June 1<sup>st</sup>, 2019 - .5%
- April 1<sup>st</sup>, 2020 - 1% plus the ESD\*

ESD refers to the Economic Stability Dividend described in LOU 25. For clarity ESD calculations will be based on the prior year cycle i.e. the April 1<sup>st</sup>, 2017 ESD payment will be based on the outcome of the previous fiscal year cycle (2014 GDP).

**Effective June 1, 2016  
to  
March 31, 2017**

Classification	Hourly Rate of Pay		
	Full-Time	Part-Time	Event-Time
Trades Crew Lead Dual Ticketed	37.27	37.27	
Trades Crew Lead Single Ticketed	35.75	35.75	
Journeyman Dual Ticketed	32.41	32.41	
Journeyman Single Ticketed	31.09	31.09	
Journeyman Non Ticketed	25.29	25.29	
Full Entertainment (FE) Electrical Worker		28.28	
Labourer I	20.48		
Labourer II	17.54		
Building First Aid	17.97		
Building Security/Control Room	20.78		
Building Housekeeping	17.54		
Conversion Crew Lead	24.11		
Technician I	20.48	20.48	
Technician II	17.54	17.54	
Technician III (Secondary Classification Only)		17.04	
Secondary Roof Ground Crew	20.48	20.48	
Event Security Team Lead			17.97
Event Security			15.95
Event Hosting Team Lead			17.73
Event Hosting			14.71
Event First Aid Team Lead			17.97
Event First Aid			15.95
Event Housekeeping Team Lead			18.03
Event Housekeeping			14.71
Cisco Field Voice Technician		36.77	
Procurement Assistant	20.48		

**Effective April 1, 2017  
to  
May 31, 2017**

Classification	Hourly Rate of Pay		
	Full-Time	Part-Time	Event-Time
Trades Crew Lead Dual Ticketed	37.44	37.44	
Trades Crew Lead Single Ticketed	35.91	35.91	
Journeyman Dual Ticketed	32.56	32.56	
Journeyman Single Ticketed	31.23	31.23	
Journeyman Non Ticketed	25.40	25.40	
Full Entertainment (FE) Electrical Worker		28.41	
Labourer I	20.57		
Labourer II	17.62		
Building First Aid	18.05		
Building Security/Control Room	20.87		
Building Housekeeping	17.62		
Conversion Crew Lead	24.22		
Technician I	20.57	20.57	
Technician II	17.62	17.62	
Technician III (Secondary Classification Only)		17.12	
Secondary Roof Ground Crew	20.57	20.57	
Event Security Team Lead			18.05
Event Security			16.02
Event Hosting Team Lead			17.81
Event Hosting			14.78
Event First Aid Team Lead			18.05
Event First Aid			16.02
Event Housekeeping Team Lead			18.11
Event Housekeeping			14.78
Cisco Field Voice Technician		36.94	
Procurement Assistant	20.57		

Effective June 1, 2017  
to  
March 31, 2018

Classification	Hourly Rate of Pay		
	Full-Time	Part-Time	Event-Time
Trades Crew Lead Dual Ticketed	37.63	37.63	
Trades Crew Lead Single Ticketed	36.09	36.09	
Journeyman Dual Ticketed	32.72	32.72	
Journeyman Single Ticketed	31.39	31.39	
Journeyman Non Ticketed	25.53	25.53	
Full Entertainment (FE) Electrical Worker		28.55	
Labourer I	20.67		
Labourer II	17.71		
Building First Aid	18.14		
Building Security/Control Room	20.97		
Building Housekeeping	17.71		
Conversion Crew Lead	24.34		
Technician I	20.67	20.67	
Technician II	17.71	17.71	
Technician III (Secondary Classification Only)		17.21	
Secondary Roof Ground Crew	20.67	20.67	
Event Security Team Lead			18.14
Event Security			16.10
Event Hosting Team Lead			17.90
Event Hosting			14.85
Event First Aid Team Lead			18.14
Event First Aid			16.10
Event Housekeeping Team Lead			18.20
Event Housekeeping			14.85
Cisco Field Voice Technician		37.12	
Procurement Assistant	20.67		

**APPENDIX B**  
**Effective June 1, 2015**  
**to**  
**May 31, 2016**

## RELIEF POOLS

Concierge	\$18.66
Tour Guide	\$16.32
Operations Dispatch	\$17.79
Building Security/Control Room	\$20.57
Building First Aid	\$17.79

**Effective June 1, 2016**  
**to**  
**March 31, 2017**

## RELIEF POOLS

Concierge	\$18.85
Tour Guide	\$16.48
Operations Dispatch	\$17.97
Building Security/Control Room	\$20.78
Building First Aid	\$17.97

**Effective April 1, 2017**  
**to**  
**May 31, 2017**

## RELIEF POOLS

Concierge	\$18.93
Tour Guide	\$16.55
Operations Dispatch	\$18.05
Building Security/Control Room	\$20.87
Building First Aid	\$18.05

**Effective June 1, 2017**  
**to**  
**March 31, 2018**

## RELIEF POOLS

Concierge	\$19.02
Tour Guide	\$16.63
Operations Dispatch	\$18.14
Building Security/Control Room	\$20.97
Building First Aid	\$18.14



Wage rates for all positions will receive the following increases:

- June 1<sup>st</sup>, 2016 - 1%
- April 1<sup>st</sup>, 2017 - ESD\*
- June 1<sup>st</sup>, 2017 - .5%
- April 1<sup>st</sup>, 2018 - 1% plus the ESD\*
- June 1<sup>st</sup>, 2018 - .5%
- April 1<sup>st</sup>, 2019 - 1% plus the ESD\*
- June 1<sup>st</sup>, 2019 - .5%
- April 1<sup>st</sup>, 2020 - 1% plus the ESD\*

ESD refers to the Economic Stability Dividend described in LOU 25. For clarity ESD calculations will be based on the prior year cycle i.e. the April 1<sup>st</sup>, 2017 ESD payment will be based on the outcome of the previous fiscal year cycle (2014 GDP).

#### **APPENDIX C**

##### **List of Mediators/Arbitrators**

The following is a list of mediators/arbitrators to be used by the parties under the terms of this agreement:

1. Mark Atkinson
2. Michael Fleming
3. Brian Foley
4. Robert Pekeles

#### **APPENDIX D**

##### **List of Arbitrators for Article 2**

The following is a list of arbitrators to be used by the parties in the resolution of disputes under the provisions of Article 2 of this agreement:

Corrine Bell  
Paula Butler  
Julie Nichols

#### **LETTER OF UNDERSTANDING 1**

##### **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.

**LETTER OF UNDERSTANDING 2****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.

**LETTER OF UNDERSTANDING 3****Re: Employment Equity and Pay Equity**

The parties shall form a joint committee, comprising up to three 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 workforce is conducted to identify the number and proportion of the workforce drawn from the target groups identified above.

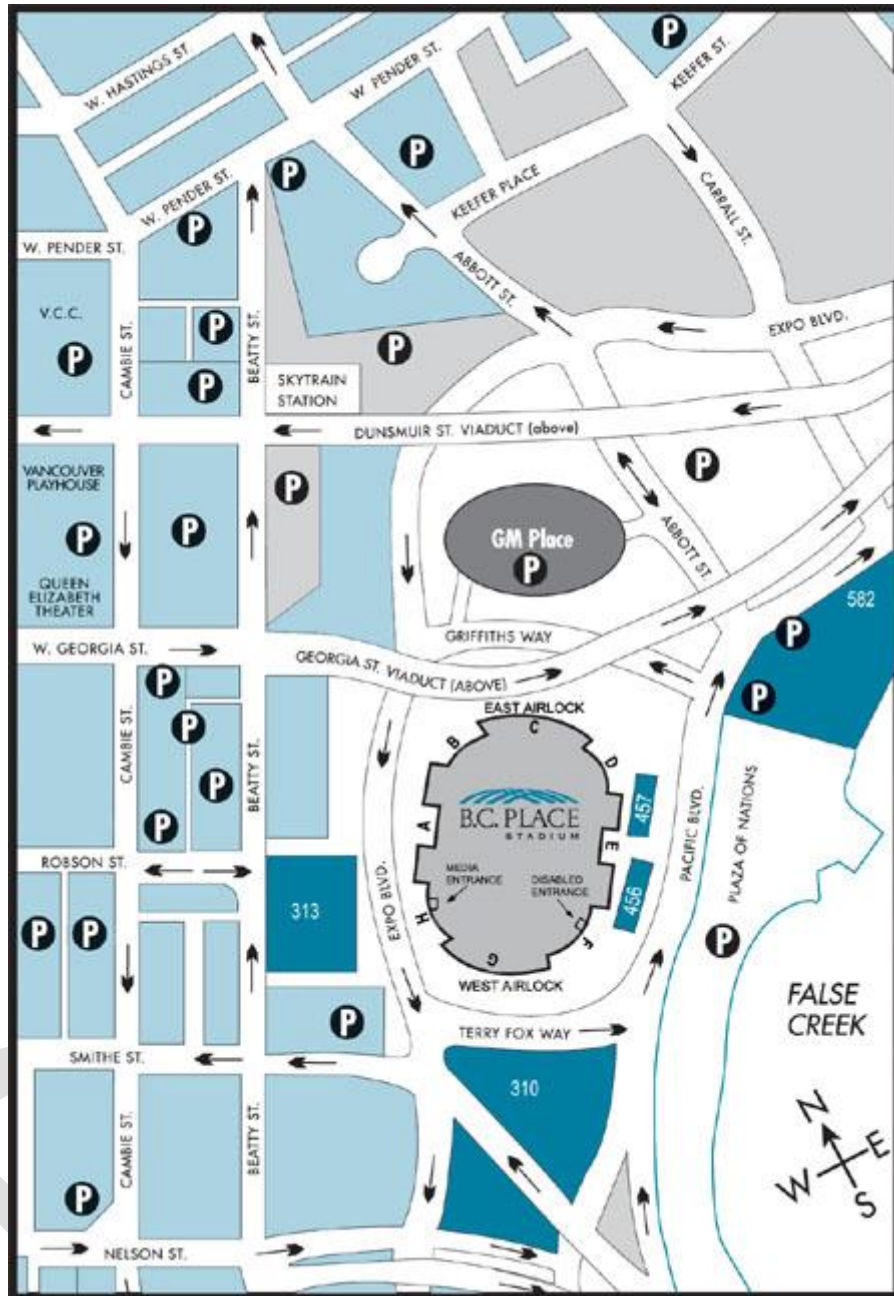
**LETTER OF UNDERSTANDING 4****Re: Scheduling Preference**

The Employer will endeavor to schedule employees in the Journeyman Dual Ticketed, Journeyman Single Ticketed, Journeyman Non-Ticketed, Labourer I and II classifications so that they receive preference for the day shifts, and Monday to Friday shifts, on the basis of classification seniority.

If the shift work is required, it shall be scheduled based on preference of the most senior qualified employee on the above classifications.

**LETTER OF UNDERSTANDING 5****Re: Parking**

1. Employees currently covered under Article 29.5(a) and are listed on Schedule A attached, will continue to be covered by that provision for non-event times only. Article 29.5(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 50 parking spots to be designated within the area as attached.
3. The 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 29.5 effective on the date of ratification of this settlement.



**SCHEDULE A  
Union Staff Entitled to Parking**

1	25	49	73
2	26	50	74
3	27	51	75
4	28	52	76
5	29	53	77
6	30	54	78
7	31	55	79
8	32	56	80
9	33	57	81
10	34	58	82
11	35	59	83
12	36	60	84
13	37	61	85
14	38	62	86
15	39	63	87
16	40	64	88
17	41	65	89
18	42	66	90
19	43	67	91
20	44	68	92
21	45	69	93
22	46	70	94
23	47	71	
24	48	72	

**LETTER OF UNDERSTANDING 6  
Re: 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 the 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.

**LETTER OF UNDERSTANDING 7  
Re: Driver Abstracts**

The parties agree that where there is a requirement for a valid driver's licence 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 licence, 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 licence, 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.

**LETTER OF UNDERSTANDING 8**  
**Re: Contracting Out - Pre- and Post-Event Cleaning**

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

- (a) When pre and post-event cleaning shifts are required, the Employer shall notify Event Housekeepers via email at least 14 days in advance of the scheduled date so that interested Event Housekeepers may apply. In order to be scheduled for this work, the Event Housekeeper must advise the Employer by email at least seven days in advance of the scheduled date.
- (b) Pre and post-event cleaning shall be performed under this Letter. At least one Team Lead will be appointed from those cleaners who indicate a desire to work in accordance with Section (a) provided they have the skills to fulfill the role. In any event, the Employer is not obliged to schedule more cleaners than required.
- (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 21.7.
- (e) Where possible, an eight hour shift will be scheduled.
- (f) The Employer may contract out pre and post event cleaning when there are insufficient Housekeepers available.
- (g) Work shall not be made available to Event Housekeepers under this letter when overtime rates would apply. Notwithstanding Article 21.9, 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.

**LETTER OF UNDERSTANDING 9****Re: Net Zero**

WHEREAS the parties recognize that the BC Place facility is currently undergoing a significant transition to a new world class facility ("*Facility*");

AND WHEREAS the BC Place staff, members of the BCGEU, will continue to provide services in the Facility;

AND WHEREAS the parties have been engaged in negotiating a collective agreement that will enable the parties to work together during the early operational stages of the Facility's opening and thereafter;

AND WHEREAS the parties wish to ensure a smooth, efficient and effective staffing process for the opening and continued operation of the Facility;

AND WHEREAS the parties recognize that they are subject to the Province's next zero mandate, as determined by the PSEC, for the period June 1, 2011 up to and including May 31, 2013;

THEREFORE the parties agree as follows:

1. The term of the renewed collective agreement will be from June 1, 2011 up to and including May 31, 2013. Article 33, Term of Agreement, will be amended accordingly.
2. Notwithstanding Paragraph 1 above, the parties agree to be bound, for the two year period of June 1, 2011 through May 31, 2013 by the two year net zero mandate as determined by the PSEC. Accordingly, neither of the parties will seek, nor agree to, any net increases to total compensation as determined by the PSEC for any period prior to June 1, 2013.
3. All other terms and conditions of the agreement expiring on May 31, 2011 will continue in full force and effect until May 31, 2012 pursuant to Article 33, Term of Agreement, as amended, unless noted otherwise in the attachments to this memorandum.

**LETTER OF UNDERSTANDING 10****Re: Designation of Adjusted Days for Full-Time Control Room Operators  
and Security Employees, Full-Time First Aid**

To give effect to Article 19.2(c)(1), 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 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 30 days in advance.

**LETTER OF UNDERSTANDING 11****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.

**LETTER OF UNDERSTANDING 12****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.

**LETTER OF UNDERSTANDING 13****Re: Contracting Out Dispute Resolution Process**

The parties agree that any contracting out disputes shall be resolved in an expeditious manner. To that end, the parties agree as follows for the resolution of contracting out grievances:

- (a) All outstanding grievances as of the date of ratification shall be referred to the Arbitrator Ken Saunders for final resolution by no later than October 31, 2016. The Arbitrator shall convene a case management meeting within 30 days of the date of ratification to discuss combining grievances into homogeneous groups, and other potential ways to expedite the hearing process. All decisions shall be precedential.
- (b) For all future grievances, notwithstanding the procedure set out in Article 9, once the matter has been referred to the arbitration under Clause 9.1, the Arbitrator referenced in (a) above, or an arbitrator selected from the following list should the Arbitrator in (a) above not be available within the required time frames, the Arbitrator who has conduct of the matter must schedule a case management/mediation day within 30 days of the matter being referred to him/her. The time frame set out in Article 9.7 shall apply for rendering a decision.

List of arbitrators:

Mark Brown  
Mark Atkinson

**LETTER OF UNDERSTANDING 14**  
**Re: Scheduling of Vacation - Addendum to 25.7**

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 14 days in advance when they will not be available for work assignments.

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

**LETTER OF UNDERSTANDING 15**  
**Re: Access to Work in other classifications**

This LOU is intended to replace the LOU Re: Access to work in other classifications currently appended to the collective agreement.

**Primary & Secondary Classifications**

For the purpose of the letter of understanding, "*own classification*" shall mean the classification where an employee has their classification seniority at the time this letter is signed by both parties. An employee's own classification shall be referred to as the employee's "*Primary Classification*".

To facilitate and encourage more cross-classification opportunities, event-time and part-time employees may register for work for which they are qualified in one classification other than their own. This other classification shall be referred to as the employee's "*Secondary Classification*".

**Availability**

Employees must agree to extra work for a 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. If the Secondary classification is Event Maintenance 4 or Event Maintenance 5, availability for these two classifications is four days a week where at least one of those four days must be a Saturday or Sunday, and eight hours per day between 05:00 and 24:00.

**No-Shows**

Employees who do not work the required shift(s) will be recorded as such and after three occasions in the one-year period will no longer remain on the list of their Secondary Classification. Furthermore, such an employee will be barred from applying for another Secondary Classification 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.

**No Conversion in Multiple Classifications**

The parties agree that hours worked in the Primary and Secondary classifications cannot be combined for the purposes of conversion under Definition 6.



Part-time and event-time employees who work all available shifts in accordance with their availability as per Clause 21.2 (except for approved leaves of absence) and who work at least 1800 hours in a 12 month period, shall be converted to full-time status. For this purpose, the 1800 hours worked shall include:

1. statutory holidays
2. vacations

Therefore, it is understood that an employee who achieves 1800 hours in any one classification will be converted to full-time in the classification in which the hours were attained.

For the purposes of this letter of understanding, Event Housekeeping Regular, Event Housekeeping Captain and Building Housekeeping will be considered the same classification.

#### **Classification Seniority in Secondary Classification**

Classification seniority in a Secondary Classification will be assigned based on an employee's date of application to work in that Secondary Classification. Where applications are received on the same day, classification seniority amongst those applicants shall be decided by random draw.

#### **Scheduling**

Secondary Classification work shall be scheduled according to Secondary Classification Seniority, after the short call list within the respective classification requiring the work.

Once work in an employee's Secondary Classification has been accepted and assigned through the registry, such work will be completed before the employee returns to their Primary 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 12 months. Either party may end this agreement with 60 days' notice.

#### **LETTER OF UNDERSTANDING 16**

**Re: Bill Bains, Bill Wone, Edward Oleksiuk**

The three employees will be classified as full-time part-time Technician I's. Their Technician hours of work shall be augmented with Labourer duties when necessary.

#### **LETTER OF UNDERSTANDING 17**

**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.

**LETTER OF UNDERSTANDING 18****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 (two days followed by two 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.

**LETTER OF UNDERSTANDING 19****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."*

**LETTER OF UNDERSTANDING 20**  
**Re: Secondary Roof**

WHEREAS PavCo has a removable roof within BC Place for use at certain events (the "*Secondary Roof*");

AND WHEREAS the Secondary Roof is a facility feature unique to BC Place;

AND WHEREAS because the Secondary Roof does not exist in any other stadium in the world and requires specialized expertise in its installation and retraction (the "*Work*"), it has retained the services of a contractor which has the needed specialized skills within its staff (the "*Contractor*"), to perform the Work;

AND WHEREAS PavCo is desirous of transitioning a portion of the Work to its bargaining unit employees;

AND WHEREAS the BCGEU is desirous of assisting PavCo in this transitioning of a portion of the Work.

NOW THEREFORE the parties agree as follows:

- (a) There is a crew of employees of the Contractor to perform the Work.

This crew is composed of:

- (1) Employees who:
  - (i) Unlock the cabinets containing the roofing panels;
  - (ii) Roll out the panels so that they may be connected by rope and shackle;
  - (iii) Thread the rope through the panels and connect the shackles to the ropes;
  - (iv) Ensure the panels are unencumbered and able to be elevated;
  - (v) Ensure, upon taking down the Secondary Roof, that the panels remain unencumbered; detach the shackles, remove the ropes from the panels, properly coil the ropes before placing their shackles in storage bins, properly retracting the panels and storing them in the cabinets (the "*Secondary Roof Ground Crew*").
- (2) Employees who operate inches and assist in the connection of the ropes to cables attached to the winch stanchions (the "*Winch Crew*"); and
- (3) Employee(s) who direct the hoisting and lowering of the panels (the "*Coordinator[s]*").
- (4) The functions performed by the Winch Crew, (2) above, and the Coordinators, (3) above, will remain in the sole discretion of PavCo.

- (b) In order to transition Secondary Roof Ground Crew (SRGC) work to the bargaining unit, the parties recognize and agree that:

- (1) The Employer must first familiarize its management and supervisory employees in the complete operation of the Secondary Roof.
- (2) Work on the Secondary Roof is extremely time sensitive and, as such, performance standards for completion of the Work have been established. Adherence to these standards will be mandatory. Failure to meet performance standards and/or availability requirements will result in the work being completed as seen fit by the Employer.
- (3) Work on the Secondary Roof presents a danger to persons beneath, therefore work on the Secondary Roof will be carried out on afternoon or graveyard shifts, except where timelines

require some work to be done during the day shift. A decision to work on the Secondary Roof during the day shift will be at the sole discretion of management.

(4) Given the level of training required, the nature of the Work, the high cost - both human and financial - and the liabilities involved, the Employer will create four full-time positions to be known as SRGC Technicians. The primary duties for this position will be the Secondary Roof Ground Crew work. The balance of the full-time work will be comprised of duties from Facility Operations and Engineering & Maintenance.

(5) The four full-time positions will be posted according to the collective agreement. Candidates will be required to meet the position's qualifications, skills and abilities, and to maintain same on ongoing basis.

(6) The four full-time SRGC Technician positions will act as the Core SRGC Group. This group of four will be required to work all deployment/retraction shifts and training shifts.

(7) The Employer will create a part-time job classification known as SRGC Technician. The purpose of this part-time position is to augment the core SRGC by recruiting, training and maintaining 16 part-time SRGC Technicians.

(8) The part-time SRGC Technicians will be posted according to the collective agreement. Candidates will be required to meet the position's qualifications, skills and abilities, and to maintain same on an ongoing basis.

(9) If at the end of posting period, insufficient qualified available Ground Crew candidates have been identified, the Work may be allocated to individuals outside the unit, until such time that sufficient qualified staff have been recruited and trained.

(10) The part-time SRGC Technician positions will augment the Core SRGC Group, work all deployment/retraction shifts and training shifts as assigned.

(11) In order to ensure skill level is maintained for part-time SRGC Technician positions, a "Wheel System" of call-in will be utilized. This means work will be assigned on a rotating basis, beginning with the most senior and moving through the list each time until all members have had an opportunity to work a shift. If an employee is on an approved leave of absence, he/she will be bypassed until the next cycle.

(c) PavCo will provide and complete the training to the full-time and part-time SRGC Technicians to perform the Ground Crew functions for 10 deployments and 10 retractions, before the SRGC work is fully transitioned over to the bargaining unit.

(d) Until such time as bargaining unit employees are trained and able to meet the performance standards required (e.g. currently nine hour turnaround), PavCo may use non-bargaining unit employees or contractors to perform the work of the Ground Crew.

## LETTER OF UNDERSTANDING 21

### Re: New Work

WHEREAS the Employer has committed that where practical the maintenance and operation of the new equipment installed during the re-construction of the Stadium (2010 - 2011) shall be performed by bargaining unit employees;

AND WHEREAS the Employer has committed to the training of current staff or the hiring of qualified staff to perform maintenance and operations where practical;

Now therefore, the parties agree as follows:

1. Current maintenance contracts for work listed below will come to an end as shown in the table below, or at the end of the warranty period, whichever is latest;
2. Training and qualifications of current bargaining unit employees for work listed below shall be completed as shown in the table below;
3. Where the Employer has decided to hire new qualified employees into the bargaining unit to perform maintenance and operation duties, it shall complete the hiring process as shown in the table below;
4. Where necessary, the parties will meet and agree to rates of pay and/or classifications that are not currently covered by Article 22.6 and Appendix A; and
5. The Union withdraws the following grievances in consideration of this letter of understanding: List to be determined between the parties during mediation sessions, beginning February 13, 2013.

The following is a table of new work in the stadium as a result of the reconstruction which took place in 2010 - 2011. In the event other new work has been omitted inadvertently from the table, it will be assigned consistent with this letter of understanding and Article 18 - Contracting Out. Any dispute over the assignment of other new work will be referred to John Hall for resolution on an expedited basis.

Work/Equipment	Status	Turn Over to BU	Training
E-Unit (seating)	Warranty complete	Completed in 2012	Completed in 2012
Terra Cover Floor	Warranty complete	Completed in 2012	Completed in 2012
Building Audio	Warranty complete	Completed in 2012	Completed in 2012
Building Video	Warranty complete	Completed in 2012	Completed in 2012
Cisco Field Voice Sys	Warranty complete	Completed in 2012	Completed in 2012
In-Suite Sound Sys	Warranty complete	Completed in 2012	Completed in 2012
Gas Equip, Kitchen	Warranty complete	Completed in 2012	Completed in 2012
Fire Suppression	Warranty complete	Completed in 2012 Cleaning/maintenance only	Completed in 2012
ESC Bldg Automation	Warranty complete	Completed in 2012	Completed in 2012
Roof Inflation/Deflation	Warranty expires 23 December 2021	To be turned over in 2021	To be completed in 2021
Master Control Room	System incomplete - being developed	Once developed & installed, discussions with Union re: turnover	Upon installation and launch
Centre Hung Video and Ribbon Boards	Warrantied until end of 2013 - System Parts warrantied until 30 September 2016	Post Warranty	Rope Access certified tech required - to be trained by factory re maintenance
Sideboards	Warranty complete	Turn over within 90 days of ratification	In-house, within 90 days of ratification
Fixed Roof Inspections	Warranty until 15 November 2014	BU worker to accompany roof inspector once inspection on the roof begin	On the job training by roof inspector

**LETTER OF UNDERSTANDING 22****Re: Minimum Work Incentive for Part-time/Event Employees**

Part-Time and Event-Time employees who work their minimum shift requirements as set out in Clause 21.2 will be eligible to receive an incentive payment as outlined below. Leave of absence (approved or otherwise) will not count towards working minimum shift requirements.

For purposes of this LOU, the Event season shift requirements are measured in each calendar year from November 1<sup>st</sup> to October 31<sup>st</sup> (the "*Event Season Calendar*"). Incentive payments will be determined and processed in December following the previous Event Season Calendar. Employees must be active (on payroll) on the date the payment is issued.

The amount of any incentive payment will be calculated as follows;

1. December 2016 - The Incentive pool will be set at \$12,000 to be shared between the number of eligible employees. The maximum incentive payment for any individual eligible employee is \$300.
2. December 2017 - A maximum incentive payment pool of \$10,000 to be shared between the number of eligible employees. The maximum incentive payment for any individual eligible employee is \$300.
3. December 2018 - A maximum incentive payment pool of \$12,000 to be shared between the number of eligible employees. The maximum incentive payment for any individual eligible employee is \$300.
4. December 2019 - A maximum incentive payment pool of \$12,000 to be shared between the number of eligible employees. The maximum incentive payment for any individual eligible employee is \$300.

Work requirements are covered under articles;

- 21.2 (a) 2 and 3, Part-Time Employees
- 21.2 (b) 2 and 3, Event Time Employees

**LETTER OF UNDERSTANDING 23****Re: "Acting" Team Leads- Secondary Classification**

The parties agree that there is a need to address the use of Team Leads when creating the work schedules at the Stadium;

The parties also recognize that not all employees are interested in taking on the role of a Lead in their own or other classifications within the collective agreement;

The parties therefore agree to the following:

1. Prior to the posting of a schedule, any Team Lead positions will be filled based on seniority and availability from the Team Lead classification.
2. The Employer shall then schedule any remaining Team Lead positions that are not filled at point 1, with qualified employees based on seniority and availability from the Team Lead Secondary classification.

3. When Team Leads are required from the Team Lead Secondary classification, employees on the list will be scheduled to work as Leads whether or not there is work available in the employee's primary classification.
4. Recruitment for Team Leads as a Secondary classification will be carried out through the posting process described in Article 17 of the collective agreement
5. On the day of an event, if a Team Lead is required on a temporary basis to replace a Regular Team Lead who is absent, **(Primary or Secondary classification, previously scheduled)** Clause 22.5 (Selection of Temporary Team Lead) of the collective agreement shall apply.

**"22.5 Selection of Temporary Team Lead**

*Article 17.9 notwithstanding, when the Employer wished to appoint event team/crew lead on a temporary basis to replace a regular team/crew lead **(Primary or Secondary classification, previously scheduled)** 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."*

It is further agreed that, the following should be completed 30 days after the signing of the LOU:

1. The Employer shall provide to the Union the current list of employees who are on the "Acting Team Lead" seniority list that the Employer currently uses;
2. This List will be renamed, "Team Lead, Secondary Classification".
3. The Employer agrees to provide this List to all employees, both electronically and by posting at the workplace;
4. In the same manner, the Employer will provide to the Union the seniority lists for all other Secondary classifications. Such lists will be provided to all employees by posting at the workplace.
5. The parties agree to "grandfather" the Secondary classification seniority lists at the time of signing of this letter of understanding.
6. It is further agreed that from this point onward, the Employer shall include the Secondary classification lists with the seniority lists.
7. Employees will have opportunity to dispute the current "Acting" list and the opportunity to have their names added to the list
8. Employees will have 21 days after the Employer posts the current list to dispute the current "Acting" list of the Employer; however there is no time limit for an Employee to request their name be added to any Secondary classification list.
9. Employees must meet the qualifications of a classification in order to be placed on the Secondary classifications list.
10. Once the 21 days for any disputes to be identified has expired, the Union shall be provided the names of the Employees who were the successful applicants.
11. A seniority date will be assigned as per the collective agreement Article 13.01 - Seniority.

12. Once seniority has been assigned by the Union, the lists will be merged, posted and circulated.
13. The Employer shall post and forward to the Union a copy of the new Secondary classification lists and merge these lists onto the Seniority List.
14. For scheduling purposes, the Employer will schedule as per Article 21 first by Team Leads, Team Lead Secondary Classification, and then on the day of the event. by Article 22.5 - Selection of Temporary Team Lead. In order for an Employee to be scheduled, they must belong to one of these categories of Team Lead classifications.

The parties agree that, by virtue of the signatures below, the grievances sent forward to Mark Atkinson for arbitration on the issue of Acting Team Lead will be considered settled.

#### **LETTER OF UNDERSTANDING 24**

##### **Re: Part-Time Secondary Roof Ground Crew - Secondary Classification**

The parties agree that there is a need to address the use of Part-Time Secondary Roof Ground Crew positions when creating the work schedules at the stadium;

The parties also recognize that not all employees are interested in taking on the role of Part-Time Secondary Roof Ground Crew as a primary position;

The parties therefore agree to the following:

##### **Part-Time Secondary Roof Ground Crew**

1. The parties agree to use the Secondary Classification process as a way for employees to access work in the position of Part-Time Secondary Roof Ground Crew, outside their primary Classification with the Employer.
2. Recruitment, training and scheduling of Part-Time Secondary Roof Ground Crew will be as described in LOU 20 - Secondary Roof. This means that candidates must be able to meet the standards required for the position, including the testing associated with the position. Employees who successfully compete for this position will be permitted to access this work as a secondary classification, as part of the sixteen person Part-Time Secondary Roof Ground Crew, under the terms described below.
3. Part-Time Secondary Roof Ground Crew will be scheduled to work on roof deployment and retraction whether or not there is work available in the employee's primary classification.
4. Qualified employees on the sixteen person Part-Time Secondary Roof Ground Crew list should expect their schedule to be changed to meet the operational needs of the Employer.
5. Qualified employees on the sixteen person Part-Time Secondary Ground Crew list should understand that the deployment and retraction of the secondary roof will take precedence over work which would normally be assigned in the employee's primary classification.



**LETTER OF UNDERSTANDING 25**  
**Re: Economic Stability Dividend**

Definitions

1. In this letter of understanding:

*“Collective agreement year”* means each 12-month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on June 1, 2015 is June 1, 2015 to May 31, 2016 and each period from June 1<sup>st</sup> to May 31<sup>st</sup> for the term of the collective agreement.

*“Economic Forecast Council”* means the Economic Forecast Council appointed under s.4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c.23;

*“Forecast GDP”* means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

*“Fiscal year”* means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c.138 as *“the period from April 1<sup>st</sup> in one year to March 31<sup>st</sup> in the next year”*;

*“Calendar year”* Is a 12-month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

*“GDP”* or *“Gross Domestic Product”* for the purposes of this MOU means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

*“GWI”* or *“General Wage Increase”* means a general wage increase resulting from the formula set out in this MOU and applied as a percentage increase to all wage rates in the collective agreement on the first payday after the commencement of the 11<sup>th</sup> month in a collective agreement year;

*“Real GDP”* means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as *“Real Gross Domestic Product at Market Prices”* currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent above forecast real GDP then employees would be entitled to a GWI of one-half of one percent.

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/16 to 2019/2020 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget - Forecast GDP for the upcoming calendar year;

- (ii) November of the following calendar year - Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of 50% of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable GWI, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year three (2017/18):

- (i) February 2015 - Forecast GDP for calendar 2015;
- (ii) November 2016 - Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the 50% of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable GWI, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend;
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after April 1, 2017; April 1, 2018; April 1, 2019 and April 1, 2020.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2016/17 (based on 2014 GDP); 2017/18 (based on 2015 GDP); 2018/19 (based on 2016 GDP); and, 2019/20 (based on 2017 GDP)

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.