

# **RATIFICATION DOCUMENT**

## **DRAFT**

**COLLECTIVE AGREEMENT**

**between the**

**SERVOMATION INC.**

**and the**

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

**Effective from February 1, ~~2015~~ 2018 to January 31, ~~2018~~ 2021**

## DEFINITIONS

For the purpose of this agreement:

**(7) "high impact mandatory event" a full building event designated by the employer that requires employees of the affected department to be available and scheduled to work. The term high impact mandatory events includes, but is not limited to, Rugby (7's), Concerts, BC Lions and Whitecaps playoffs, Grey Cups, MLS ALL-Star match, and International Sporting Events.**

~~(8)~~**(9) "major event" an event designated by the Employer that requires employees of the affected department to be available and scheduled to work. The term Major Events includes, but is not limited to, all BC Lions or CFL football events, all MLS games and concerts. Non-Major Events are events not covered by the term Major Events. Whitecaps, BC Lions, Rugby (15's), Women's Soccer, Monster Truck, and International Lower Bowl. Non-Major events are events not covered by the term Major Event.**

**The Union and Employer agreed to change the definition of "major event" and added "high impact mandatory event" in order to resolve the concerns of flexibility for the employee. Further on in the ratification document, you will notice there are changes to sick time as well as "now show" language.**

**ARTICLE 1 - PURPOSE AND SCOPE****1.7 Singular and Plural/Gender**

In this agreement, ~~whenever the male pronoun (he) is used, it shall be deemed to include the female pronoun (she) or vice versa and whenever the singular is used, it shall be deemed to include the plural and vice versa.~~ **gender-neutral language will be used referencing they, them or their as a singular.** Whenever the singular is used in this agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

**The Union and Employer agreed to change the language in this article to allow gender-neutral language to be used throughout the Collective Agreement.**

**ARTICLE 2 - EMPLOYEE RIGHTS****2.1 Human Rights Code**

(1) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

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

**The changes to this article are to align with the changes to the Human Rights Legislation.**

### 4.3 New Employees

(a) The Employer shall give a minimum of one weeks' notice of all orientation sessions to on site union representatives.

(b) The Employer agrees that during orientation sessions for new bargaining unit employees, the union stewards will be given a period of ~~15~~ **up to 30** minutes to address such employees.

**(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward as posted on the Union bulletin board. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to her steward.**

**The addition of this language ensures that the members are well aware of their union and their rights under the collective agreement.**

**ARTICLE 5 - UNION RECOGNITION AND RIGHTS OF STEWARDS****5.5 Union Recognition**

When distributing literature at the Employer's place of business, the Union agrees to provide the Employer with a copy prior to circulation and circulate the literature to bargaining unit employees from a **mutually agreed to** location within the stadium, ~~as approved by the Employer.~~

## ARTICLE 6 - TIME OFF FOR UNION BUSINESS

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

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

**(2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;**

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

~~(b)~~—(c) Leave of absence without loss of seniority will be provided for up to six representatives of the Bargaining Committee as described in Article 5.7(b). In addition, such employees will receive payment only for scheduled shifts that coincide on days of negotiation meetings, **including union caucus meetings**, and the Union shall reimburse the Employer for wage and benefit costs of necessary replacement staff.

**This language allows for members to run for positions within the Union or an affiliate, with the job security of being granted a leave without pay while within the elected position.**

**ARTICLE 11 - LABOUR MANAGEMENT COMMITTEE****11.1 Formation of Committee**

The Employer and the Union agree to establish a labour management committee comprised of ~~two~~ **four** employer and ~~two~~ **four** union representatives and shall enjoy the full support of both parties. The Committee shall meet at the request of either party at a place and time to be mutually agreed. The Committee shall meet at least once every ~~60 days~~ **8 weeks**. **The meeting will have a time limit of up to one (1) hour and a half.**

**Both parties will provide an agenda at least seven (7) days' prior to the meeting.**

**The Employer will provide a room for the Union to caucus one (1) hour before the meeting with the Employer will commence.**

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

**The above language was added to include more members within the labour management committee so there is more opportunity for each department to voice their concerns/input. The addition of time limits for the meeting, as well as the agenda being provided beforehand, helps with keeping on task and being well prepared ahead of time to be able to have a productive meeting.**

**11.2 Scope of Committee**

The Committee shall be co-chaired by an employer and union representative. The purpose of the meetings shall be to exchange information of mutual interest and to maintain effective union/management relations and to expedite union/management concerns. All minutes of the **Occupational Health and** Safety Committee will be distributed to the Labour Management Committee.



**ARTICLE 12 - PROBATIONARY PERIOD****12.1 Newly Hired Employees**

All newly hired employees shall serve a probation period during which time the Employer shall assess suitability for continued employment. The probationary period for an employee shall commence on the employee's first shift worked and shall be three calendar months, or 30 hours in duration, whichever occurs last.

**ARTICLE 16 – TRAINING****16.2 Training**

(a) Compulsory Training - An employee's attendance at a scheduled customer service training course will be treated as a condition of continued employment. When an employee is directed to attend a compulsory training course pertaining to the operations on non-event days, the employee shall be paid at the appropriated hourly rate for a minimum of two hours. Employees directed to attend such compulsory courses must secure, in advance, a written authorization from the Employer authorizing such course and confirming the appropriated rate of pay.

In scheduling an employee for the service training course, the Employer will attempt to accommodate an employee's request for a date based on the employee's schedule of work at another location, or special circumstances.

Serving It Right - All Employees agree to acquire certification by the "Serving It Right Program", as required by the Province. Probationary employees agree to acquire certification no later than at the end of their probationary period. For employees hired after July 1, 1999, the cost of this program shall be paid by the Employer, on their third anniversary of employment. Employees who are not certified may not be scheduled.

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

**The Employer will provide ongoing training for existing employees.**

**There were concerns brought forward by a few members wherein it was stated some new hires come in with little to no knowledge of the work within Servomation. The above language has been added to ensure 2 events of job shadowing will occur before a member can work alone.**

**ARTICLE 17 - JOB POSTING****17.1 Postings of Vacancies**

(b) The Employer agrees that employees may submit an expression of interest letter, to be updated every six months. This shall be recognized as an application for **posted** vacancies as they may occur.

**ARTICLE 18 - CONTRACTING OUT****18.3 Exceptions**

The Employer has the right to contract for services when:

(f) **As per article 2.2 (Grant of Rights) and Article 6.26 (Use of Facilities by Patrons and Specialized Caterers) of the Employer's Food and Beverages Services Agreement with BC Pavilion Corporation. The Employer will make every effort to employ Servomation employees where applicable.**

**ARTICLE 19 - HOURS OF WORK****19.6 Sign-in**

(a) All concession staff must check in at the East Entrance check-in table then proceed to the secondary check-in locations on levels 1, 2, and **or 4**.

**19.9 Work Time Records**

(a) The Employer shall provide ~~time sheets~~ **a scan card** to enable employees to record their time worked for payroll purposes.

(b) Employees must sign in and out ~~on~~ **at** designated ~~time sheets~~ **scanners** provided by the Employer to ensure accurate payment.

(c) Should any employee disagree with their supervisor as to the accuracy of their work and overtime records, the union official within their jurisdiction shall have the right on reasonable notice, to inspect the employee's work and overtime records.

(d) It is agreed that ~~time sheets~~ **scan cards** shall not be altered without the employee's knowledge.

**ARTICLE 21 - WORK SCHEDULES AND AVAILABILITY****21.1 Work Schedules**

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

(b) ~~Confirmation of work schedules including starting times and estimated shift length shall be provided on Wednesday/Thursday/or Friday of each week.~~ **Employee will confirm shifts with the Employer 3 days prior to the event with their respected department.** Calling the staffing office to receive a work schedule shall constitute confirmation of an employee's work schedule.

(3) Where a new event arises with less than five days' notice or, within 72 hours of the event there is an unexpected increase in event attendance, the Employer will schedule employees in accordance with 21.1(a). If the Employer is unsuccessful in contacting an employee for the new event, or the unexpected increase, then after ~~two~~ **one** hours from the first call to the employee, the next eligible employee will be called as per Article 21.1(a).

~~(e) If an employee that is scheduled is late for their shift and has already been replaced, the Employer may assign the late arriving employee to a lower job classification. The late arriving employee will be paid at the rate of the newly assigned classification.~~

(e) **Where the Employer has made a change to the schedule without at least 5 days' notice and the change results in loss of work for an employee, the employee will be paid at 50% straight time for the hours they were scheduled to work.**

### 21.3 Availability Requirements

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

(b) **Sous Chef and Chef Parties will be available 3 days prior to a Major Event and Concession Culinary will be available 2 days prior to a Major event, unless prior arrangements have been made with the Employer.**

~~(b)~~ (c) On or before the 1st of each month, the Employer will have availability forms at the BC Place Centerplate staffing office for pick up by the employees. The Employer will also email availability forms if the employee has requested and has provided the Employer with a valid email address. The availability form will designate both **the High Impact Mandatory**, Major and Non-Major Events, set ups and move-ins for the following month (for example: availability forms for the month of February will be available January 1). **Once an employee's availability is submitted to the Employer, the employee will have 3 weeks prior to Non-Major events to revise their availability. If an employee wants time off during a Non-Major event, and it is after the timeframe for revising their availability, then they will have to submit a time off request to the Employer. Approval will be based on operational requirements and will not be unreasonably withheld. If an employee does not attend their shift after their request is denied, progressive discipline will be in place.**

~~(c)~~ (d) By the 10th day of the month, the employee must return the availability form confirming his/her agreement to work the mandatory **High Impact Mandatory Events and** Major Events and to mark which of the Non-Major events that he/she is available to work.

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

~~(e)~~ (h) An employee who does not provide the Employer with their monthly availability ~~from~~ **form** by the 10th day of the month will be considered unavailable to work the Non-Major Events of that month. If such employees are called into work an event the calls will be made by classification seniority and qualifications.

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

#### 21.4 Confirmation of Work Schedule

(a) An employee who is scheduled to work either a **High Impact Mandatory**, Major or Non Major Event will be contacted as per Article 21.1 to confirm that their attendance at the scheduled event is required. Employees who are not confirmed or contacted to work as per Article 21.1 should consider themselves not scheduled to work the event.

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

(c) Once confirmed, an employee who fails to work a shift on a Non-Major Event will be designated as a ~~no show~~ **missed shift** unless appropriate leave is granted as per Articles 21.6 or 21.8 prior to the shift. A ~~no show~~ employee **missed shift** will be **grounds for** discipline. ~~as per Article 21.8.~~

**The language within this article was to align with the changes to the definition of "high impact mandatory" and "major event".**

## 21.7 Exchange of Shifts

(a) — Employees may exchange assigned shifts within the same classification with the approval of the staffing office, or the manager in the designated area, provided that sufficient notice is given in writing and further provided that there is no increase in cost to the Employer.

(b) — An employee may pass, without penalty, at least 48 hours prior to a Non Major Event or set up shift if the Employer is able to confirm enough employees through the callout process. If through this process the Employer is unable to schedule enough staff for the event through callout, the onus returns to the passing employee(s).

## 21.8 No Show Missed Shift

(a) — Employees will be noted for no shows under the following circumstances (except as set out in Articles 1.3 and 21.6 above):

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

(2) — Failure to work a confirmed shift; or

(3) — Employees shall be permitted to call in sick on two separate occasions in each year and not be recorded as a "no show" on a Major Event day if the call is made eight hours or more prior to the start time of a confirmed shift. Thereafter in that year, when an employee calls in sick, he/she shall be recorded as a "no show" unless he/she provides the Employer with a physician's note to verify that he/she was actually ill on the day(s) in question within five working days of the sick call, except in cases of emergency. The Doctor's note must indicate inability to work and contain a statement whether the employee is able to return to work.

(4) — Calling in sick for a confirmed shift on a Major Event day with less than eight hours' notice shall be recorded as a "no show" unless the employee provides the Employer with a physician's note, verifying illness on the day in question, within five working days of the sick call or on the next shift worked.

(5) — An employee will receive a warning letter from the Employer for his/her first no show in the year. Following his/her second no show in the year, the employee will receive a final letter from the Employer stating that should a third no show occur in the same year that the employee will be terminated.

(b) — Employees scheduled for an event or shift must make every attempt to contact their supervisor, staff office or manager no less than four five hours prior to the beginning of the shift if they cannot report to work.

(c) — Effective June 1, 2015 the 'no show' year shall commence on June 1st of each year and end May 31st of each year.

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

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

**(2) Failure to work a confirmed shift**

**(b) Employees may elect to take three (3) Major Events off per season. The employee will be requested to fill out the appropriate paperwork 1 month prior to the Event. Requests will be granted at the discretion of the Employer but will not be unreasonably withheld.**

(c) An employee who misses a Major Event, outside of the three (3) days mentioned above, may be disciplined.

This language was changed to give more flexibility to a member for the amount of days they are able to request time off for certain shifts. It also gives an opportunity for the Employer and Employee to discuss any missed shifts if there were extenuating circumstances for not being able to call outside of the 8 hours.



**21.10 Notice Periods**

(c) When a **High Impact Mandatory and/or** Major event is confirmed and scheduled and it subsequently becomes apparent that not all confirmed scheduled employees are required, staffing levels in the affected classification may be reduced to the required number in the following order:

**21.13 Deployment Rotation (NEW)**

The Employer agrees to station employees in a fair and equitable manner, with the exception of medical accommodations. Deployment will not be used as a disciplinary action. The Employer reserves the right to deploy employees for the purpose of operational requirements as per article 3.1(a).

This article was added to ensure fair and equitable rotation, but allows the Employer to deploy employees for the purpose of operational requirements.

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**This article was added to ensure fair and equitable rotation, but allows the Employer to deploy employees for the purpose of operational requirements.**

## ARTICLE 22 - RATES OF PAY AND CLASSIFICATIONS

## 22.6 Work in a Higher Classification or Lower Classification

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

The language above was added to ensure the member is given an opportunity to decline the lower classification if they do not want to work within that position. If the Employer contacts a member ahead of time and the member agrees to work within the lower classification, they will be paid at the lower classification rate, in accordance with (c) above. If the member comes in to work for a shift and is told they will be working within a lower classification, the member should be receiving their regular rate of pay, not the lower classification rate (see (b) above).

**ARTICLE 24 – VACATIONS****24.2 Vacation Entitlement**

(a) Employees will receive in lieu of vacations and benefits, the following percentages of gross wages earned:

## Service Entitlement

1st year of employment	4% of gross earnings
2nd year of employment	5% of gross earnings
4th year of employment	6% of gross earnings
6th year of employment	8% of gross earnings
8th year of employment	10% of gross earnings
10th year of employment	12% of gross earnings
15th year of employment	<del>13%</del> 14% of gross earnings
20th year of employment	<del>14%</del> 16% of gross earnings

**Increase to the 15<sup>th</sup> and 20<sup>th</sup> year Employees to help with retention issues.**

**ARTICLE 26 - OCCUPATIONAL HEALTH & SAFETY****26.1 — Compliance With Statutes**

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees. There shall be full compliance with all applicable statutes and regulations pertaining to the workplace environment.

**26.1 Conditions**

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

**26.2 Working Environment**

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

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

**26.7 26.8 Protective Clothing and Equipment**

(j) 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.

(k) The Employer shall provide a payment of \$150 every two years to the ~~six~~ **10** Stock Workers who have worked the most hours in the previous calendar year, for the purchase of approved safety footwear. To be eligible for this allowance, employees must purchase and wear approved safety footwear while at work.

**The language above was added to align with the regulations and legislation of WorkSafeBC as well as the Occupational Health and Safety regulations within BCGEU.**

**26.12 Hearing Examinations (NEW)**

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

**26.13 Domestic Violence (NEW)**

The Employer agrees they have a legal responsibility to protect workers from all forms of violence in the workplace including domestic violence that could impact employees in the workplace. As such, policies and safe work procedures will be developed to increase employee awareness, education and training in the prevention of injury or illness from domestic violence.

ARTICLE 27 - EMPLOYEE BENEFITS

27.3 Provided Food

(a) The Employer shall **will** provide a wholesome meal on ~~Major Event~~ **event** days.

**Lunches will still be provided on event days.**

## ARTICLE 28 - GENERAL LEAVES OF ABSENCE

## 28.1 Requests for Leave

(d) Leaves will be granted for a maximum of 3 months unless extenuating circumstances arise. An employee will be requested to apply for further leave if required and such leave will not be unreasonably withheld.

The Employer stated they wanted confirmation from members regarding the leaves that have been approved as there have been some issues with members keeping in communication with the Employer about returning to work. If there are extenuating circumstances where a member knows they will need more than 3 months leave, they will need to contact the Employer and request for a longer leave. If the leave is denied, please speak with your Steward.

28.4 ~~Pregnancy~~ Maternity Leave

(b) An employee shall notify the Employer in writing of the expected due date of the termination of her pregnancy. Such notice will be given at least four weeks prior to the expected due date.

## 28.5 Parental Leave

(a) Upon written request an employee shall be entitled to parental leave of up to ~~37~~ 62 consecutive weeks without pay. For a birth mother who takes Pregnancy Leave pursuant to Article 28.4 above, the amount of parental leave shall be up to ~~35~~ 61 consecutive weeks without pay.

(d) Leave taken under this clause shall commence:

- (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 28.4;
- (2) in the case of a birth father, following the birth and conclude within the ~~52~~ 88 week period after the birth date;
- (3) in the case of an adoptive parent, within ~~52~~ 88 weeks after the child is placed with the parent.

This language was changed to align with the correct amount of months provided under Maternity Leave with Employment Insurance.



**28.8 Special Leave**

**(a)** An employee shall **will** be entitled to special unpaid leave in accordance with the following:

- ~~(a)~~ **(1)** Birth or adoption of employee's child – five calendar days;
- ~~(b)~~ **(2)** Attendance at their formal hearing to attain Canadian citizenship – one calendar day;
- ~~(c)~~ **(3)** Employee's marriage – five calendar days.

**(b) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:**

**(1) For employees to seek election in a municipal, provincial, federal, First Nation or other Aboriginal election for a maximum period of 90 days;**

**(2) For employees elected to a public office for a maximum period of five years.**

**28.10 Sick Leave**

Employees will be entitled to leave without loss of seniority for periods of illness or injury.

**(a) Employees will be permitted to call in sick on three (3) separate occasions in each year and will be recorded as ill if the call is made seven (7) hours or more prior to the start time of a confirmed shift. Thereafter in that year, when an employee calls in sick, they will be recorded as a "missed shift" unless they provide the Employer with a physician's note verifying that they were ill on the day(s) in question within seven (7) days of the sick call, except in cases of emergency. The physician's note will indicate inability to work and contain a statement whether the employee is fit to return to work.**

**(b) Calling in sick for a confirmed shift on a High Impact and/or Major Event day with less than seven (7) hours' notice may be recorded as a "missed shift" unless the employee provides the Employer with a physician's note, verifying illness or injury on the day in question, within seven (7) days of the sick call or on the next shift worked, except in extenuating circumstances.**

**(c) An employee off on medical leave will provide an updated physician's note every 3 months.**

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

**Sick leave has increased from 2 days to 3 days. A member is now able to call in sick up to 3 days without needing to provide a sick note.**

## ARTICLE 29 - HARASSMENT

## 29.2 Personal Harassment and Bullying

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

~~(b) Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be 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. Such behaviour could include, but is not limited to:~~

~~(1) physical threats or intimidation;~~

~~(2) words, gesture, 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.~~

~~(c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.~~

~~(d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.~~

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

**(1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or**

**(2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or**

**(3) is seriously inappropriate and serves no legitimate work-related purpose.**

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

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

**(1) intimidates, shows hostility, threatens and offends others;**

**(2) interferes with a worker's performance;**

**(3) otherwise adversely affects others.**

**29.3 Harassment Complaint Procedure**

(l) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

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

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

**ARTICLE 32 - WORK CLOTHING, LOCKERS AND TOOLS****32.4 Lockers and Employee Privacy**

(a) The Employer shall **will** provide lockers within the building. Due to heightened security, part-time employees shall **may** empty their lockers at the end of each shift. Any locked/abandoned lockers will be opened by the Employer in the presence of the shop steward and the contents removed. The Employer and shop steward will make record of the contents removed and sign the record form. The shop steward will be provided with a record of the form.

**(d) If no lockers are available, the Employer will provide a secured, monitored area for personal belongings.**

**~~32.7 Laundry Premium~~**

~~Where an employee is required to maintain, clean or repair work clothes, the employee shall receive a premium of \$1.50 per shift in the first two years of the collective agreement and \$1.75 in the third year of the collective agreement.~~

**This article was removed as the Employer takes all uniforms at the end of day. There is no need for laundry premiums.**

**ARTICLE 33 - TERM OF AGREEMENT****33.1 Term**

This agreement shall be binding on the parties hereto and shall be effective from February 1, 2015-2018 and remain in effect to midnight January 31, 2018-2021.

**33.2 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after September 30, 2017-2020, but in any event not later than midnight January 1, 2018-2021.

(b) Where no notice is given by either party prior to January 1, 2018-2021, both parties shall be deemed to have been given notice under this section on January 1, 2018-2021.

**SIGNED ON BEHALF OF  
THE UNION**

**SIGNED ON BEHALF OF  
THE EMPLOYER**

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Stephanie Smith  
President

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Hadi Monavar  
Chief Financial Officer

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~~Alden McCallister~~ **Pamela Black**  
Bargaining Committee Member

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~~Suzanne Carrier~~ **Ian Christie**  
Bargaining Committee Member

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~~Cheri Trewin~~ **Isaac Ho**  
Bargaining Committee Member

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**James Jardine**  
Bargaining Committee Member

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**Chloe Munger**  
Bargaining Committee Member

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**Cheri Trewin**  
Bargaining Committee Member

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~~Richard Tones~~ **Hilary Andow**  
Staff Representative

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

**APPENDIX A**  
**Classifications and Hourly Rates of Pay**

<b>Concession Department</b>	<b>Feb 1, 2014 (2%)</b>	<b>Feb 1, 2015 (2%)</b>	<b>Feb 1, 2016 (2%)</b>	<b>Feb 1, 2017 (2%)</b>
Concession Bartender	16.50	16.83	17.17	17.51
Stand Leader/Commissary Leader	16.49	16.82	17.16	17.50
Barista Stand Leader	16.49	16.82	17.16	17.50
Cashier/Stand Cashier	15.56	15.87	16.19	16.51
Concession Cook	15.48	15.79	16.11	16.43
Concession Worker	14.09	14.37	14.66	14.95
Concession Steward	14.09	14.37	14.66	14.95
Concession Vendor (non-alcohol)	14.09	14.37	14.66	14.95
Concession Vendor (alcohol)	16.50	16.83	17.17	17.51
<b>Catering Department</b>	<b>Feb 1, 2014 (2%)</b>	<b>Feb 1, 2015 (2%)</b>	<b>Feb 1, 2016 (2%)</b>	<b>Feb 1, 2017 (2%)</b>
Banquet Captain	15.44	15.75	16.06	16.39
Catering Bartender	17.10	17.44	17.79	18.15
Catering Cashier	15.56	15.87	16.19	16.51
Catering Worker	13.47	13.74	14.04	14.29
<b>Stock Department</b>	<b>Feb 1, 2014 (2%)</b>	<b>Feb 1, 2015 (2%)</b>	<b>Feb 1, 2016 (2%)</b>	<b>Feb 1, 2017 (2%)</b>
Stock Worker	15.56	15.87	16.19	16.51
Stock Beer Worker	17.53	17.88	18.24	18.60
<b>Kitchen Department</b>	<b>Feb 1, 2014 (2%)</b>	<b>Feb 1, 2015 (2%)</b>	<b>Feb 1, 2016 (2%)</b>	<b>Feb 1, 2017 (2%)</b>
Sous Chef	23.04	23.50	23.97	24.45
Chef de Partie	20.74	21.15	21.58	22.01
Cook 1 (Journeyman)	18.43	18.80	19.17	19.56
Cook 2	15.48	15.79	16.11	16.43
Kitchen Concession/Culinary	15.48	15.79	16.11	16.43
Kitchen Worker	14.71	15.00	15.30	15.61

<b>Concession Department</b>	<b>Feb 1, 2018 (1.5%)</b>	<b>Feb 1, 2019 (3%)</b>	<b>Feb 1, 2020 (4%)</b>
Concession Bartender	17.77	18.31	19.04
Stand Leader/Commissary Leader	17.76	18.30	19.03
Barista Stand Leader	17.76	18.30	19.03
Cashier/Stand Cashier	16.76	17.26	17.95
Concession Worker	15.17	15.63	16.25
Concession Steward	15.17	15.63	16.25
Concession Vendor (non-alcohol)	15.17	15.63	16.25
Concession Vendor (alcohol)	17.77	18.31	19.04
<b>Catering Department</b>	<b>Feb 1, 2018 (1.5%)</b>	<b>Feb 1, 2019 (3%)</b>	<b>Feb 1, 2020 (4%)</b>
Banquet Captain	16.64	17.13	17.82
Catering Bartender	18.42	18.97	19.73
Catering Worker	14.50	14.94	15.54
<b>Stock Department</b>	<b>Feb 1, 2018 (1.5%)</b>	<b>Feb 1, 2019 (3%)</b>	<b>Feb 1, 2020 (4%)</b>
Stock Worker	16.76	17.26	17.95
Stock Beer Worker	18.88	19.45	20.22
<b>Kitchen Department</b>	<b>Feb 1, 2018 (1.5%)</b>	<b>Feb 1, 2019 (3%)</b>	<b>Feb 1, 2020 (4%)</b>
Sous Chef	24.82	25.56	26.58

<b>Concession Department</b>	<b>Feb 1, 2018 (1.5%)</b>	<b>Feb 1, 2019 (3%)</b>	<b>Feb 1, 2020 (4%)</b>
Chef de Partie	22.34	23.01	23.93
Cook 1 (Journeyman)	19.85	20.45	21.27
Kitchen Concession/Culinary	16.68	17.18	17.86
Kitchen Worker	15.84	16.32	16.97

**Increases to rate of pay will be retro-actively paid once the Collective Agreement has ratified.**



**LETTER OF UNDERSTANDING #1**

The parties recognize that due to the specialized nature of the work performed on the grill/roastisserie/deep fryer, employees performing such work will be classified as ~~Concession-Cooks~~ **Kitchen/Concession Culinary**. Employees will be offered training for the ~~Concession-Cook~~ **Kitchen/Concession Culinary** seniority order. Once an employee has successfully completed the training he/she will be reclassified as a ~~Concession-Cook~~ **Kitchen/Concession Culinary**. An employee may elect to revert to his/her former position and rate of pay, however once such election has been made the Employer will not be required to offer ~~Concession-Cook~~ **Kitchen/Concession Culinary** work to that employee unless there is a vacancy.

**LETTER OF UNDERSTANDING #3  
Tips and Service Charge (Gratuities)**

Tips will be distributed as follows:

- (1) Employees will be entitled to keep 100% of their tips
- (2) The Employer will attempt pay tips by credit card or debit card to the employee at the end of the employee's shift.
- (3) If (2) is not possible, then the employee will be given a receipt noting the amount of the tips owed. The amount owed can be picked up at the amount of the tips owed. The amount owed can be picked up at the Employer's office after seven days from the event.
- (4) If a credit card or debt card will not take the charges, the employee will not receive the tip.

Gratuities will be calculated as follows:

- (3) Total Gratuities = Total Service Charges x 80%
- (4) Hourly Gratuities Rate = Total Gratuities divided by the Total number of eligible hours.
- (5) Employee's Gratuities = Hourly Gratuity rate x number of eligible hours worked by each employee.

Catering Bartender Service Charge (Gratuities)

**(1) The parties acknowledge that Catering Bartenders were not included in this letter of understanding but have since been included in the distribution of gratuities. Catering Bartenders will receive the following rate for gratuities:**

**The date of ratification – 60% of eligible hours worked x hourly gratuity rate**

~~(2) In an effort to correct this the parties agree to reduce the share of gratuities they receive as follows:~~

~~the date of ratification to January 31, 2016 – 75% of a full share;  
February 1, 2016 to January 31, 2017 – 50% of a full share;  
February 1, 2017 to January 31, 2018 – 25% of a full share.~~

Set up day gratuities

(3) The parties agree that the hours Banquet Captains have worked on set up days have been "*gratuity eligible*" as they have a reduced opportunity for direct tips on event days. The parties agree that the hours Catering Workers work on set up days have not been "*gratuity eligible*". Catering Workers set up day hours will now be "*gratuity eligible*" at a reduced rate of 50%.

**The Parties agree that, after ratification, the committee will meet to discuss the possibility of adding in Suites Kitchen members in the next round of bargaining. The Parties will meet 6 months after ratification to ensure the gratuities are being distributed on a fair and equitable basis.**

**Changes to LOU#3 were made with the intent that it will make the distribution of gratuities fair and equitable. A review will be done 6 months after ratification to see if the changes are working as intended.**

For example if an hourly rate of gratuities for a Whitecaps game works out to \$10/hour, the breakdown of gratuities would be:

A Bartender who works an 8 hour shift would receive = 8 hours x 60% = 4.8 hrs x \$10/hr = \$48

A Catering Worker who works an 8 hour shift would receive = 8 hrs x 100% = 8 hours x \$10/hr = \$80

A Banquet Captain who works an 8 hour shift would receive = 8 hrs x 100% - 8 hrs x \$10/hr = \$80

This means that if a Bartender receives \$48 in gratuities, plus their regular rate of pay, it works out to roughly \$24-\$25/hr for the event. The Catering workers, with the gratuity rate and regular rate of pay, would also be making roughly \$24-\$25/hr, and the Banquet Captains would be making \$27-\$28/hr with their regular rate of pay plus gratuities.

**LETTER OF UNDERSTANDING #6**

The parties agree to establish a joint classification review committee within 90 days of ratification. The Committee will consist of all Employer and Union appointees to the Joint Labour/Management Committee and will review the potential inclusion or alteration of the following classifications:

~~Concession Cook & Kitchen Concession/Culinary~~  
~~Concession Bartender & Catering Bartender~~  
~~Catering Bar Runner~~  
~~Cleaning Steward~~  
~~Barista~~  
~~Popcorn Production~~  
~~Forklift~~

This does not prejudice the provisions of Article 22.

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

**LETTER OF UNDERSTANDING #8****Re: Concessions Tip Line**

The parties agree that for the purposes of "*Definition #8 – Major Event*", the Employer must declare Major Events in advance on the *availability form* referenced in Article 21.3.

This does not prejudice the application of Article 21.1(b)(3).

**The Employer will consider a tip line being added to the concessions department when new technology for the point of sale system is in place.**

**At this time, the Employer has stated it would be very difficult to add a tip line to the current system and would cause a delay in service, but they are willing to relook at a tip line being added once new technology is in place.**

**Letter of Understanding #9****Re: Income Tax Receipt**

**The Union acknowledges that the Employer is unable to agree to providing the income tax receipt by slip without first securing the process of how an employee will choose slip or online.**

**Therefore, the parties agree that, within 120 days of ratification, they will jointly meet to discuss a process that will help administratively.**

**Letter of Understanding #10****Re: Lockers and Employee Privacy**

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

**Letter of Understanding #11****Re: Benefits**

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

**The Union and Employer were unable to come to an agreement with changes to the current benefits plan as well as the increases that were agreed to for rate of pay. As a way to expedite the process for next round of bargaining, the Union and Employer will be getting back together during the life of this agreement to try and find a more beneficial benefits plan with the intent to include more members.**