

COLLECTIVE AGREEMENT

**BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX
(hereinafter referred to as
the "Company")**

**AND: NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION
(CAW-CANADA) LOCAL 3000
(hereinafter referred to as the Union")**

PREAMBLE

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

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

ARTICLE 1 RECOGNITION

1.01 (a) **Exclusive Agent For All Working Conditions**

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

(b) **No Individual Contracts**

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

(c) **No Employee to be Asked**

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

1.02 **Definition of Employee**

The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Company who are covered or may be covered by the certification issued under the Labour Code of British Columbia.

1.03 **Excluded Not to Work**

Persons whose regular jobs are not in the Bargaining Unit shall not work on any jobs which are included in the bargaining unit; except that present practices regarding the performance of work by employees who are not in the bargaining unit or by managerial staff will continue for the duration of this Agreement, and the Company agrees that such practice shall not be abused and that no bargaining unit employee shall be displaced or downgraded by the performance of such work by such other person.

1.04 **Work retention and Sub-Contracting**

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

ARTICLE 2 RESERVATIONS TO MANAGEMENT

2.01 Company Rights

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

2.02 Subject to the Provision of This Agreement

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

2.03 Reasonable Rules

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

ARTICLE 3 UNION SECURITY

3.01 (a) Deduction of Union Dues

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

(b) Names and Addresses of Employees Deducted

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

(c) Dues Cheque to Local

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

(d) **Familiarization of New Employees**

All new employees, immediately upon being hired will be instructed to report to the Shop Steward and will be required to complete membership application. The Shop Steward shall be allowed fifteen minutes on the Company's time to familiarize the new employee(s) with the terms and conditions of employment.

(e) **Union Dues on T-4 Slip**

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

3.02 **Union Membership is a Condition of Employment**

All present employees who are members of the Union and all future employees must as a condition of employment maintain Union membership in good standing and each employee will be required to sign the prescribed authorization form authorizing the Company to implement the provisions of Section 3.01(a) hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article. Deductions for new employees will start after they have worked five (5) days in a month.

3.03 **Access by Union Representative**

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

3.04 **Time Off to Handle Grievances**

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

3.05 **Before Hiring - Contact Union Office**

Before hiring from other sources, the Company agrees to contact the Union office and allow the Union to refer suitable applicants within seventy-two (72) hours of contact.

3.06 **Not Required to Sign Further Authorizations**

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

3.07 **Consultation With Chief Steward**

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

3.08 **Union Bulletin Board**

The Company will provide a bulletin board in the lunch room for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union.

3.09 **Union Meetings**

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

3.10 **Paid Education Leave**

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

CAW Leadership Training Fund
CAW Family Education Centre
R.R. #1
Port Elgin, Ontario
N0H 2C0

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

3.11 **Copy of the Agreement**

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

ARTICLE 4 HOURS OF WORK

4.01 Define

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

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

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

4.02 Shifts

(a) Recognized Shift

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

(b) Offer by Seniority

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

4.03 (a) Assignment of shifts by seniority

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

(b) Shift Preference and Days Off By Seniority

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

(c) Two Consecutive Days Off

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

4.04 (a) Posting of Hours of Work Schedule - Winter Season

During the winter season (i.e. the day after Labour Day until the beginning of the May long weekend) the Company agrees to post the work schedule for the next two (2) weeks by Thursday at 5:00 p.m., the week previous to the week in which the two week schedule is to take effect.

(b) **Posting of Hours of Work Schedule - Summer Season**

During the summer season (i.e. from the May long weekend until the conclusion of the Labour Day Weekend) the Company agree to post the weekly hours of work schedule (Monday to Monday) by Thursday at 5:00 p.m., the week previous to the week in which the schedule is to take effect.

(c) **Schedule Information**

The schedule shall be placed in the Lunch Room and shall contain the following information for each scheduled employee:

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

(d) **Company's Responsibility**

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

(e) **Copy to Union**

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

4.05 **Schedule's Integrity**

(a) **No change to schedule without consent**

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

(b) **Less Than Eight Hours**

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

4.06 **Guarantee of Hours**

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

4.07 **Meal Periods**

(a) **For Six or Eight Hour Shifts**

Employee(s) working on six (6) or eight (8) hour shifts shall be granted a luncheon period between the third (3rd) and fifth (5th) hour of work of one-half (1/2) hour on the Company's time. The luncheon period defined therein shall be determined by the Departmental Manager.

(b) **Attend to Personal Business During Meal Periods**

The Company agrees that employees shall be allowed to absent themselves during the rest and meal periods to attend to personal business.

4.08 **Rest Periods**

All employees working a shift of eight (8) hours or more duration shall be allowed two (2) fifteen (15) minute rest periods each day on the Company's time. All employees working a shift of six (6) hours or less shall be allowed one (1) fifteen minute rest period each day. The rest period defined herein shall be determined by the Department Manager.

4.09 **Minimum Rest Between Shifts**

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

ARTICLE 5 OVERTIME

5.01 **Premiums**

(a) **When Premium is Time and One-Half**

Hours worked over eight (8) hours in one day shall be paid at the rate of time and one half (1 and 1/2 x).

(b) **When Premium is Double Time**

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

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

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

5.02 **Overtime is Voluntary**

The Company agrees that all overtime is voluntary.

5.03 **Overtime Distribution**

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

5.04 **Overtime Banking**

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

5.06 **Call In From Home to Perform Special Duties**

(a) **Minimum Overtime pay**

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

(b) **Beyond Two Hours**

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

5.07 **Overtime Allocation - Not an Employee's Responsibility**

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

ARTICLE 6 VACATIONS

6.01 Vacation Entitlement and Pay

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

(a) **One Year or Less**

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

(b) **Four Years or More**

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

(c) **Eight Years or More**

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

(d) **Fifteen Years or More**

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

6.02 Vacation Calculation Period and the Timing of Vacation Pay

(a) **Calculated From Date of Hire**

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

(b) **Paid Out Seven Days Prior**

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

(c) **Vacation Pay on Layoff**

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

6.03 Vacations in Advance of the Employee's Anniversary Date

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

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

6.04 Vacation Pay on Termination

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

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

6.05 Effect of Stat Holiday During Vacation Period

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

6.06 Effect of Disability Benefits During Vacation Period

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

6.07 No Vacation - No Vacation Pay

No vacation pay shall be paid for vacations not taken.

6.08 **Vacation Scheduling**

Vacation scheduling shall be arranged during the month of March of each year in accordance with seniority within a department. The vacation schedule shall be posted by March 1st of each year and confirmed by April 1st. It is agreed that not more than two (2) employees in each department shall be away on vacation at any one time, unless otherwise mutually agreed to. Each employee's schedule shall not be altered unless by mutual consent of the Employer and the employee. Employees who do not apply for vacation periods until after April 1st will be fitted into the remaining available vacation times on a "first come, first served" basis. Employees may schedule their vacations a week at a time. The Company agrees to consult with the Area Shop Steward on an ongoing basis to facilitate vacation scheduling.

ARTICLE 7 STATUTORY HOLIDAYS

7.01 **Qualification for Statutory Holiday Pay**

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

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

7.02 **Payment for Statutory Holidays**

(a) **Designated Holidays**

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

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

(b) **40 Hours or More**

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

(c) **Pay When Holiday Worked**

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

(d) **Works More Than Regular Scheduled Hours**

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

7.03 **Stat Holiday During Day Off**

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

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 **Grievance Procedure**

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

- (a) Step 1: The employee concerned may in the presence of his/her Steward, submit a grievance in writing within thirty (30) working days of the employee's knowledge of the incident or occurrence giving rise to the grievance. The Company supervisor must respond in writing within two (2) working days.

- (b) Step 2: Failing satisfactory response in Step 1 and within two (2) working days of the Company's written response in Step 1, the Union's grievance representative may submit the grievance to the Department Head who shall render his/her decision within four (4) working days, after receipt of the grievance.
- (c) Step 3: Failing settlement at Step 2, and within five (5) working days of the Company's written response at Step 2, the Union's grievance committee may submit the grievance to the Company's chief administrative officer who shall render his/her decision within five (5) working days, after receipt of the grievance.
- (d) Step 4: Failing satisfactory settlement at Step 3, and within fifteen (15) working days of the Company's written response at Step 3, the Union may refer the grievance to arbitration.

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

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

8.03 **No Technical Error**

No technical error or omission will render a grievance inarbitrable.

8.04 **Processing of Grievances**

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

- (b) **Disclosure**

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

- (c) **No Further Discussion Without Union Consent**

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

- (d) **Grievor Attendance**

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

ARTICLE 9 ARBITRATION

9.01 Procedure

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

(a) **Single Arbitrator**

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

(b) **Award Within Fifteen Days**

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

(c) **Final and Binding**

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

(d) **Half the Cost**

Each Party shall bear half (1/2) the cost of the arbitrator.

(e) **No Authority to Amend**

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

9.02 Section 103 of B.C. Labour Relations Code

The Parties agree to incorporate Section 103 of the B.C. Labour Relations Code into this Article as follows:

- (a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or

alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement **Dave McPhillips**, or a substitute agreed to by the parties, shall at the request of either party

- (i) investigate the difference;
 - (ii) define the issue in the difference; and
 - (iii) make written recommendations to resolve the difference within five (5) days of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
- (b) Notwithstanding anything contained in the forgoing provisions, the parties agree that only grievances with regard to dismissal or suspension may be referred to a hearing under these provisions unless the Parties are in mutual agreement to refer the matter to a hearing.
- (c) The Parties agree when reference is made to Section 103 of the B.C. Labour Relations Code that both parties will meet in advance of any investigation to define the issues to the person named as investigator.
- (d) Any recommendation of the grievance investigator shall be binding on both parties unless the parties mutually agree to send the matter to arbitration.
- (e) Both parties agree that should this approach to Section 103 be unsatisfactory in the opinion of either party, the power to make binding decisions will be removed. This will be accomplished by thirty (30) days' written notice by either party.
- (f) The Section 103 procedure may be invoked by either party within thirty (30) days of the parties failing to reach a mutually satisfactory settlement of the grievance after Step 3 of the grievance procedure.

ARTICLE 10 DISCIPLINE

10.01 Just and Reasonable Cause

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

10.02 Written Reasons

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

10.03 (a) Acknowledging Discipline

Whenever an employee is required by the Company to sign a document pertaining to discipline he/she does so only to acknowledge that he/she has been notified accordingly.

(b) **Shop Steward Shall be Present**

The Company agrees that if the Company chooses to implement written discipline, suspension, or discharge on an employee, the Shop Steward shall be present at any meeting between the Company and the employee for the purpose of informing the employee of the Company's choice of action.

10.04 **Recorded Complaints**

(a) **Ten Day Time Limit on Complaint**

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

(b) **Written Complaint Cancellations**

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

(c) **Suspension Cancellations**

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

10.05 **Freedom of Information**

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

10.06 **Acknowledge of Discipline**

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

10.07 **Right to Refuse to Cross Picket Line**

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

10.08 **Union Button**

An employee may wear the Union button without being disciplined.

10.09 **No Discipline For Refusing Hours**

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

10.10 **Garnishees**

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

ARTICLE 11 HEALTH AND SAFETY AND THE ENVIRONMENT

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

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

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

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

11.02 **Compliance with Health and Safety Legislation**

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

11.03 **Safety Committee**

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

11.04 **Union Rep to Accompany Inspectors**

When an inspection of the operation is made by an inspector authorized to enforce the Workers' Compensation Regulations, the Factories Act, or any act or regulations pertaining to industrial health and safety, a Union representative of the Safety Committee shall be in the tour, and a copy of the inspector's report shall be made available to the Safety Committee.

11.05 **Access to Records**

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

11.06 **Right To Refuse Dangerous Work**

Where an employee has reasonable cause to believe that:

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

11.07 **Protective Clothing Supplied**

Protective clothing as required by legislation shall be supplied by the Company to all employees whose duties entail work injurious to their clothing. Employees are expected to take reasonable care of clothing and equipment supplied.¹

11.08 **Free of Cost to Employee**

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

11.09 **Safety Boots**

The Company agrees to reimburse all employees in the classifications of Icemaker, Yard and Building Maintenance, Yard and Building Repair, and Mechanic, upon proof of purchase, for one pair of C.S.A. approved safety boots per contract year, to a maximum of seventy-five dollars (\$75.00) per year.

11.10 **Washing Facilities**

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

11.11 **Lunch Room to be Provided**

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

11.12 **Clothing Lockers to be Provided**

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

11.13 **Day of Injury**

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

11.14 **Day of Mourning**

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

11.15 **Adequate Ventilation**

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

ARTICLE 12 SENIORITY

12.01 **Definition**

Effective the first of the month following ratification of this Collective Agreement, seniority for all purposes except vacation calculation and severance pay shall be based on hours worked. Every employee with seniority as of that date will be credited with 2,080 hours of seniority for every year of service to the employee's last anniversary date. Thereafter only hours worked shall be used for the accrual of seniority except vacation entitlement and severance pay. Hours will also accumulate as per Article 12.05(a), (b), and (d), 17.02, 17.04 and 17.05 of this Agreement.

For vacation and severance pay calculation continuous service from date of hire shall be utilized.

12.02 **Seniority Principle**

(a) **Job Security and Job Opportunity to Increase**

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

(b) **Application of Seniority**

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

(c) **Probationary Period**

Seniority of each employee covered by this Agreement will be established after a probationary period of three (3) calendar months, and backdated to his/her date of hire within the bargaining unit. The purpose of the probationary period is to assess the employee's suitability for long term employment. It is agreed that assessment reviews will be given in the presence of a Shop Steward.

12.03 **Seniority Lists**

The Company shall prepare seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest his/her status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

1. employee's name;

2. employee's starting date;
3. employee's length of service in years and days;
4. employee's regular classification and regular rate of pay;
5. probationary employees will also be shown on the list.

12.04 **Seniority Lists - Additional**

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

12.05 **Seniority Will be Maintained and Accumulated**

Seniority will be maintained and accumulated during:

- (a) occupational injury or occupational illness,
- (b) temporary illness or non-occupational injury causing absence not exceeding eighteen (18) months,
- (c) all layoffs up to six months,
- (d) all leaves of absences not in excess of ninety (90) days.

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

Seniority will be maintained but not accumulated during:

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

12.07 **Seniority standing will be cancelled**

Seniority standing will be cancelled if an employee:

- (a) voluntarily leaves the employ of the Company;
- (b) fails to return to work following an authorized leave of absence unless the employee was detained for legitimate cause;
- (c) is discharged for just and reasonable cause and not reinstated under the terms of this Agreement;

- (d) fails to return to work within three (3) working days after being recalled from lay-off, without legitimate cause, following verbal or written notice (by registered mail) to the employee;
- (e) was on a continuous lay-off for a period exceeding twelve (12) months;
- (f) was continuously absent for three (3) days without permission of the Company, unless the employee was absent for legitimate cause;
- (g) loses seniority because of Article 12.05(d) or Article 12.06.

12.08 **Notice of Layoff**

In the event of any layoff during the winter season, as defined in Article 4.04(a), two (2) weeks notice of layoff shall be given to each employee or pay in lieu thereof. During the summer season, as defined in Article 4.04(b), only one (1) week's notice of layoff or pay in lieu thereof shall be given to each employee.

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

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

12.09 **Layoff Procedure**

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

12.10 **Recall Procedure**

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

12.11 **No New Hires During Layoff**

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

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

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

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

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

ARTICLE 13 JOB SECURITY RELATED MATTERS

13.01 **Operation Closure**

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

13.02 **Successor Status**

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

13.03 **Severance Pay**

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

ARTICLE 14 JOB POSTING AND JOB AWARDS

14.01 **Posting**

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

14.02 **Preference**

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

bar porter 5 working days
snack bar 5 working days
attendant

14.03 **If Employee Not at Work**

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

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

14.04 **Awarded Job to be Posted**

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

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

ARTICLE 15 WAGES

15.01 **Wage Schedule**

(a) **Part of This Agreement**

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

(b) **Classified Rate Only**

The rates indicated to the job classification set forth in this Agreement and for any subsequent, mutually agreed to additions hereto, are the agreed upon rates for the jobs whose classifications are so listed. Any employee working in a

classification shall be paid the listed rate for that job classification, except as otherwise provided herein.

15.02 **New Job Classifications**

(a) **Negotiation Process**

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

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

(b) **Failure to Agree**

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

15.03 **Higher Rate**

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

15.04 **Cashing Out**

The Company shall allow up to one half (1/2) hour on the Company's time to an employee who has the responsibility of "cashing out".

15.05 **Wages Every Second Thursday**

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

15.06 **Advances**

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

ARTICLE 16 HEALTH AND WELFARE

16.01 (a) **Benefits Defined**

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

1. Dental
 - (i) Basic Claim coverage 90%
Claim limit \$1,500
 - (ii) Major
Claim coverage \$1,500
 - (iii) Orthodontic
Claim limit \$1,500
2. Life Insurance
 - Spouse coverage \$5,000
 - Dependent children \$2,500
 - Employee 150% of earnings
3. Extended Health coverage of up to \$60 per year for vision care; prescription glasses or contact lenses.

(b) **Eligibility**

All employees who average twenty (20) hours or more are eligible for these benefits.

(c) **Cost Share**

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

Company 80% of premium
Employee 20% of premium.

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

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

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

16.02 **R.R.S.P.**

Effective November 1, 1995 the Company agrees to remit:

- 30¢ less than five years to non-probationary employees
- 40¢ five years of service or more
- 50¢ ten years of service or more

for every employee paid hour to the Union's Group RRSP Plan.

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

ARTICLE 17 LEAVES OF ABSENCE

17.01 **Bereavement Leave**

(a) **Immediate Family**

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

(b) **Other Than Immediate Family**

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

17.02 **Jury Duty**

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

17.03 **Compassionate Leave**

(a) **Serious Illness in the Family**

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

(b) **Unpaid Caregiver Leave**

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

(c) **Immediate Family Defined**

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

17.04 Leave for Union Business

(a) **Delegate Leave**

If any employee of the Company should be elected to act as a delegate for the Union, she/he shall be allowed, upon sufficient notification, reasonable leave of absence without pay, for the transaction of Union business; provided that not more than one (1) employee shall be absent at any one time for every fifteen (15) employees or portion thereof.

(b) **Leave For Full Time Union Work**

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

17.05 Parental Leave

(a) **Leave Duration**

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

(b) **Prior to Birth**

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

(c) **Adoption Other Than New Born**

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

(d) **Employee to Notify**

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

(e) **Return To Former Jobs**

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

(f) **Benefits to be Paid**

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

17.06 Personal Leave

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

17.07 Earned Paid Sick Leave

All employees entitled to sick leave earn paid sick leave at the rate of one (1) day per month up to a maximum of seven (7) days. There shall be no accumulation of sick leave beyond seven (7) days. Earned paid sick leave may only be claimed by the employee during his/her sickness.

ARTICLE 18 NO DISCRIMINATION DUE TO UNION ACTIVITY

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

ARTICLE 19 HONEST CONDUCT OF

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

ARTICLE 20 CONTROL OF ABSENTEEISM

20.01 (a) Notification of Absence

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

(b) Maintenance of Satisfactory Attendance

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

(c) Proof Where There is Doubt

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

(d) Confidentiality of Health Information Respected

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

(e) Times of Medical Information

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

(f) Unable to Maintain Satisfactory Attendance

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

ARTICLE 21 APPROPRIATE MODE OF DRESS

21.01 **Reasonable Mode**

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

21.02 **Uniforms**

Where a uniform is required by the Company the cost of the uniform shall be borne by the Company. Prior to the implementation of a uniform in any department, the design, quality and appearance of the uniform shall be discussed and mutually agreed to prior to the uniform being introduced in said department.

ARTICLE 22 - WORKPLACE HARASSMENT AND DISCRIMINATION

22.01 **Human Rights and Harassment**

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

22.02 **Sexual Harassment Definition**

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

- a) Unnecessary touching or patting
- b) Suggestive remarks or other verbal abuse
- c) Leering at a persons body
- d) Compromising invitations
- e) Demands for sexual favours
- f) Physical assault
- g) Stalking
- h) Displaying of pornographic material.

22.03 **Procedure**

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

22.04 **Investigation in Confidence**

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

22.05 Authority of Arbitrator

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

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

22.06 Effect of Transfer

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

22.07 Further Action not Prohibited

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

22.08 Women Working at Night

- (a) The Company agrees that female employees shall be escorted by Company supervision, or their designate, to said employee's transportation in the parking lot or to their nearest bus stop and to ensure said employee is safely on her way.

(b) Well Lit Staff Parking

The Company agrees to provide well lit staff parking for female employees.

(c) Personal Alarm for Female Employees

The Company agrees to provide a personal alarm for each female employee.

ARTICLE 23 GENERAL PROVISIONS

23.01 Working Conditions Maintained

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

23.02 Deductions and Assignments

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

23.03 No Authority Over Gratuity

The Company agrees that management has no authority over an employee's gratuity. Further, the Company agrees to honour a gratuity arrangement as decided by the majority of the employees.

23.04 Cash Float

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

23.05 Union House Card

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

23.06 Employee Attendance at Staff Meetings

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

23.07 Employee Responsibility to Maintain Current Address

It is the responsibility of the employee to maintain a current mailing address and current phone number with the Union and the Company for purposes of all notices. Such information is confidential, however, the Union, upon request, will be provided with this information.

23.08 Employees Required to Drive Zambonis

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

23.09 Liquor Consumption in the Dressing Room

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

23.10 Graveyard is Voluntary and The Security for Graveyard Employees

If a graveyard shift is implemented it shall be voluntary and staffed with either a minimum of two (2) employees or a single employee accompanied by hourly patrols of the security service.

23.11 Pro Shop Environment

The Company agrees to provide a television for the benefit of the customers and the employees. The television will have a satellite feed but management will oversee programming.

23.12 Employee Responsibility and Teams Using the 8 Rinks

The Company agrees that no employee is expected or required to "post" the teams on the board.

ARTICLE 24 TECHNOLOGICAL CHANGE

24.01 Definition

The Parties are agreed that "technological change" means:

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

24.02 Technological Change - Introduction

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

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

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

24.03 Data to be Provided

The notice and description mentioned in 20.02 shall be given in writing and shall contain pertinent data, including:

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

24.04 Notice of Employees Affected

The notice mentioned in 20.02 and the information specified in 20.03 shall also be given to the employee or employees who will be affected by the technological change.

24.05 Consultation

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

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

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

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

24.07 **Retraining**

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

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

ARTICLE 25 COLA

25.01 The Company agrees that should inflation exceed seven percent (7%) in year two of the collective agreement (i.e. November 1, 1996 to October 31, 1997) then each wage classification outlined in this collective agreement will, effective November 1, 1996, be adjusted accordingly. The calculation shall be made based on the Consumer Price Index (Canada all items: 1981 = 100) as of October 31, 1996. The CPI for October 1996 shall be compared with the CPI for October 1997.

In the event that the percentage rate in the measured CPI period referred to herein exceeds seven percent 7.0% then the wage rates shall be adjusted effective November 1, 1997 on the percentage basis (or fraction thereof)* that the CPI exceeds seven percent (7%) applied to wages as they exist at October 31, 1996.

Example: 7.0% or below - No increase in wage rate

Example: 7.5% increase - October 31, 1996 to October 31, 1997 then all wage rates are adjusted on November 1, 1997 by 0.5%.

Example: 8.0% - October 31, 1996 to October 31, 1997 then all wage rates are adjusted on November 1, 1997 by 1.0%.

It is understood that the October CPI figures are published by Statistics Canada in mid-November each year and so therefore any retroactively to November 1, 1997 (if applicable) will not be paid out until the first pay period in December 1997.

ARTICLE 26 RENEWAL AND TERMINATION

26.01 (a) **Duration**

This Agreement shall be in full force and effect from November 1, 1995 to and including October 31, 1998 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

(b) **Agreement Continues**

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

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

ARTICLE 27 NO STRIKES OR LOCKOUTS

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

ARTICLE 28 DEFINITIONS AND JOB DESCRIPTIONS

28.01 **Time Span References**

References to days, weeks, months or years shall be understood to be calendar days unless otherwise expressly provided in this Agreement. Where a shift covers two calendar days, eg. 11 p.m. to 7 a.m., the shift will be said to relate solely to the day in which the majority of its hours fall.

28.02 **Job Descriptions**

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

ARTICLE 29 COMMUNICATIONS COMMITTEE MEETINGS

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

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

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

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

IN WITNESS WHEREOF the Parties have executed this Agreement.

Signed this ___ day of _____, 1996.

ON BEHALF OF:

THE EIGHT (8) RINKS
HOCKEY COMPLEX

NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA
(CAW-CANADA) LOCAL 3000

Pat Doyle, Vice-President
Can Lan Investments

Stacey Biggs
Committeeperson

Brian Bartlett, General Manager
The Eight (8) Rinks
Hockey Complex

Jacques Gagnon
Committeeperson

Brett Weston
Committeeperson

Roger Crowther
National Representative

CLASSIFICATIONS AND WAGES

<u>Classification</u> <u>1/97</u>	<u>Nov. 1/95</u>	<u>Nov. 1/96</u>	<u>Nov.</u>
Machinery Maintenance (Without Certificate)	\$15.75	\$16.50	\$17.00
Head Icemaker *	14.75	15.25	15.75
Head Cook	14.50	15.00	15.50
Icemakers	14.25	14.75	15.25
Utility Maintenance	14.25	14.75	15.25
Bartenders	14.00	14.50	15.00
Head Janitor	12.95	13.45	13.95
First Cook	12.95	13.45	13.95
Janitor	12.45	12.95	13.45
Second Cook	11.95	12.45	12.95
Pro Shop Assistance	11.70	12.20	12.70
Waiter/Waitress	11.00	11.50	12.00
Dishwasher	9.00	9.50	10.00
Busperson	8.50	9.00	9.50

New employees hired shall be paid ten percent (10%) percent less for their first three (3) months of employment.

* **Successful completion of a Refrigeration Operator's Course is a requirement of this classification only.**

LETTER OF UNDERSTANDING #1

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: ARTICLE 1.03

It is agreed that present practices in Article 1.03 is defined as follows:

Persons not in the bargaining unit perform work as follows:

- (1) Lounge
A Manager may work up to six (6) hours per week but only for breaks, unforeseen busy periods or when bargaining unit staff is unavailable.
- (2) Pro Shop
A Manager will continue the present practice re: bargaining unit work, (i.e. up to nine (9) hours, Monday to Friday). Scheduling of the Manager will not reduce the number of hours of bargaining unit employees during the winter season (i.e. 1st day after Labour Day until the beginning of the May long weekend).
- (3) Restaurant
The Union agrees that a manager may continue the present practice of working up to four (4) hours, per week (maximum one hour per day, Monday to Friday) in the restaurant.
- (4) General
If a bargaining unit staff is unavailable for work, a Manager may work all or part of a shift until a bargaining unit employee is available. The Company agrees to make every effort to find a suitable bargaining unit employee in order to diminish the application of this clause.
Under no circumstances will a Manager's name appear on the schedule.

Signed this ____ day of _____, 1996.

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LETTER OF UNDERSTANDING #2

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: CALL IN FROM HOME

An employee who has completed his/her scheduled shift and who is called in to work shall be paid a minimum of four (4) hours pay at the applicable overtime rates.

Signed this ___ day of _____, 1996.

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LETTER OF UNDERSTANDING #3

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: ARTICLE 4.01

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

Signed this ___ day of _____, 1996.

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LETTER OF UNDERSTANDING #4

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: ARTICLE 4.02, RECOGNIZED SHIFT

The Company agrees that the introduction of the seven (7) hours shift is for the sole purpose of building six (6) hour shifts into seven (7) hour shifts.

Signed this ___ day of _____, 1996.

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LETTER OF UNDERSTANDING #5

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: USE OF CASUAL HELP

The Company agrees to only use a casual employee where no employee, at the time of hiring of a casual employee, shall lose straight time on the schedule or otherwise be downgraded. The Company agrees such casual help shall be paid the classified rate for the job he/she is hired to perform.

Signed this ___ day of _____, 1996.

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LETTER OF UNDERSTANDING #6

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: COOK FUNCTIONS

The Company agrees that Cooks do not have to wait on tables but they should clean them when time permits.

Signed this ___ day of _____, 1996.

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LETTER OF UNDERSTANDING #7

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: RECONSTRUCTION WORK

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

Signed this ___ day of _____, 1996.

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LETTER OF UNDERSTANDING #8

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: ARTICLE 4 - HOURS OF WORK AND ARTICLE 12 - SENIORITY

An employee, during the first two (2) weeks in September of each year, may declare a written restriction on his/her availability to work. The Parties agree that the said restriction is in effect until the beginning of the following ice season (i.e. first two weeks in September) or on the date indicated if declared in the original declaration written. Therefore said employee is restricted from utilizing available hours on the schedule unless no other employee without a restriction is available to work.

The Parties have agreed to the following form which must be filed by the employee with both the Company and the Union:

<p>The 8 Rinks Employee Restriction Declaration on the Hours of Work</p>		
Employee's Name:		
Employee's Classification:		
Employee Payroll #:		
Restriction:		
Restriction Removal:	Known []	Unknown []

Signed this ___ day of _____, 1996.

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LETTER OF UNDERSTANDING #9

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: ARTICLE 4.03

RE: CLASSIFICATIONS, FLEXIBLE SHIFTS AND HOURS OF WORK

Where employees in a classification have voted at least seventy-five percent (75%) in favour and providing at least two employees have a block of forty (40) hours each and providing all available hours can be covered by the existing employees at no extra cost to the Company, the Parties agree a more flexible shift schedule may be implemented, notwithstanding the provisions of Article 4.03 of the Collective Agreement.

Thirty (30) days written notice shall be given to both Parties should employees wish to utilize the provisions of this Letter of Understanding.

In order to discontinue the effect of this Letter thirty (30) days written notice must be given and a simple majority of employees voting shall discontinue this Letter.

At the date of signing of this Agreement, the Parties agree that only the Bartender classification is operating under this Letter so no vote is required.

Signed this ___ day of _____, 1996.

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LETTER OF UNDERSTANDING #10

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: Article 11.10 and 11.11

The Company agrees that a lunchroom of sufficient size will be built in the new facility.
The Company further agrees that the lunchroom shall be smoke free.

Signed this ____ day of _____, 1996.

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LETTER OF UNDERSTANDING #11

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: TRAINING

The Company and the Union agree to work jointly to establish an Icemaking Training Program.

Further the Company and the Union agree to discuss the Union's proposed Article 24.08 re: a Workplace Training Centre within the 8 Rinks Ice Complex.

The Union understands that the Company has made no commitments on the above Program until the Program and its financial impacts are clearly defined.

Signed this ___ day of _____, 1996.

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LETTER OF UNDERSTANDING #12

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: PAY FOR THE UNION NEGOTIATING COMMITTEE

The Company agrees to pay the lost time for the Union Negotiating Committee during the period of negotiations.

Signed this ____ day of _____, 1996.

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National Representative

LETTER OF UNDERSTANDING #13

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: REIMBURSEMENT FOR REFRIGERATION OPERATOR'S COURSE

The Company agrees to reimburse Ice Makers fifty percent (50%) of the costs to obtain a Refrigeration Operator's Course upon successful completion of Course. Course opportunities shall be offered in accordance with Article 14.02. The Parties agree that it is not a requirement of the Ice Makers Classification to have a Refrigeration Operator's Course.

Signed this ___ day of _____, 1996.

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National Representative

LETTER OF UNDERSTANDING #14

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

RE: SOCIAL JUSTICE FUND

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

The Company agrees to forward the contribution to:

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

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

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

The same information will be forwarded to the Local.

Signed this ___ day of _____, 1996.

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LETTER OF UNDERSTANDING #15

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

In order to build up the banquet and the lunch trade in the new facility the Union agrees the Company may schedule new employees hired as servers and bussers for a four (4) hour shift, notwithstanding the provisions of Article 4.02 of the Collective Agreement. Servers and bussers hired prior to the effective date of this Collective Agreement may volunteer to accept four (4) hours shifts to assist these employees to build towards a forty (40) hour work week. These employees, who volunteer, shall have priority for such four (4) hours shifts based on their seniority. The hour (4) shift may be extended to a five (5) hour shift for the aforementioned classifications but only by mutual agreement.

The Company agrees that this relief from the full application of Article 4.02 is for the life of this Collective Agreement only and is not to be used as a precedent for other classifications covered by this Agreement in future negotiations with the Union.

Dated and entered into this 21st day of the December 1995 at Burnaby, BC.

FOR THE COMPANY:

FOR THE UNION:

Pat Doyle

Jacques Gagnon
Committeeperson

Roger Crowther
National Representative

LETTER OF UNDERSTANDING #16

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

The Union agrees that the Vancouver Canucks' dressing room area and the new sports medicine clinic and physiotherapy is outside the scope of the Collective Agreement.

Dated and entered into this 21st day of December 1995.

FOR THE COMPANY:

FOR THE UNION:

Pat Doyle

Jacques Gagnon
Committeeperson

Roger Crowther
National Representative

LETTER OF UNDERSTANDING #17

BETWEEN: THE EIGHT (8) RINKS HOCKEY COMPLEX

AND: CAW LOCAL 3000

The Parties agree that the provisions of Article 4.03 shall not apply to employees scheduled to work in Banquets.

Dated and entered into this 21st day of December 1995.

FOR THE COMPANY:

FOR THE UNION:

Pat Doyle

Jacques Gagnon
Committeeperson

Roger Crowther
National Representative

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**1995 - 1998
Collective Agreement**

between

**THE EIGHT (8) RINKS
HOCKEY COMPLEX**

and

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA
(CAW-CANADA) LOCAL 3000**

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CANADA**