

2007 – 2010

COLLECTIVE AGREEMENT

Between

ARTS CLUB OF VANCOUVER THEATRE SOCIETY

AND

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



Effective: August 1, 2007 to July 31, 2010

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PREAMBLE

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its Employees and to provide excellent service to the Arts Club Theatre patrons and users.

ARTICLE 1 - RECOGNITION

1.01 Exclusive Bargaining Agent

- (a) The Employer 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) 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 varying the terms and conditions of employment contained herein; and
- (c) No employee shall be asked to make a written or verbal agreement with the Employer 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 Employer who are covered by the certification issued by the Ministry of Labour of British Columbia.

1.03 Performance of Bargaining Unit 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 for purposes of instruction, unexpected increase in business, in cases of emergency and to cover breaks as per article 4.07 and 4.08.

1.04 Work Retention and Subcontracting

- (a) Except as per current practice, the Employer will not contract out work that is being done by members of the bargaining unit and the Employer agrees that all work coming under the jurisdiction of the Union shall be performed by Employees who are members of the Union, or who shall become members in accordance with the terms and conditions as set out in this agreement.

Current practice shall mean: Arts Club Theatre fundraising events to a maximum of three (3) per theatre season and the annual Jessie Richardson Theatre Awards.

- (b) Volunteers and grant workers may be used provided that they do not result in reduction of hours of work, lay-off or termination of bargaining unit personnel, or as a result of working on a continuous basis prevent an increase of the workforce.

1.05 Services, Products Produced under Fair Labour Conditions

The Employer undertakes wherever possible, to use services, products, and other materials necessary to the proper functioning of its establishment, manufactured and produced under fair labour conditions. It is understood that employees cannot refuse to handle goods which are not considered by the Union to meet the aforementioned criteria.

1.06 Shop Stewards

- (a) Three (3) Shop Stewards selected by the Union and recognized by the Employer 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 but is not subject to minimum call requirements.
- (b) In the case of layoff of a shop steward, the Employer agrees to give eight (8) hours notice to the Staff Representative. Such notification can be made by telephone.
- (c) The Employer agrees that there will be no discrimination against an employee who is carrying out the duties of Shop Steward.
- (d) The Union Shop Steward will not conduct Union business on the employer's time without prior approval of management.

1.07 Union Access to Employer's Premises

The Union Representative(s), duly authorized and with prior notice to the employer, shall be allowed reasonable access to the Employer's premises.

1.08 Bulletin Board

- (a) The Employer will provide bulletin boards on the premises for the purpose of posting official Union notices which may be of interest to Union

members. All such material may only be posted by an authorized representative of the Union.

- (b) All employees must have easy and unrestricted access to the Union bulletin board in their main work areas as listed below:

Arts Club

Stanley Theatre

Back Stage Lounge
(entire existing board)

Box Office
(entire existing small board)

Box Office/Front of House
(half of board Coat Check (half of
existing board) in hallway outside of Box
Office)

1.09 Work at Stanley Theatre

It is understood and agreed to by both parties that in the event that the Employer performs any functions at the Stanley Theatre which require work to be done by any employees of the Employer, then the Employer voluntarily recognizes that any such work performed which would ordinarily fall within the unit composed of lounge staff, box office staff and ushers, shall be performed in accordance with, and subject to the terms of the collective agreement between the parties.

ARTICLE 2 - UNION SECURITY

2.01 Check-off: Process and Procedure

- (a) The Employer agrees to deduct, once each month, or as otherwise agreed to, from the earnings of each employee covered by this Agreement, such sum by way of monthly dues, dues in arrears, fines and/or assessments, as may be fixed by the Local Union. The total amount so deducted, with an itemized statement of same in duplicate shall be forwarded to the Union prior to the tenth (10th) day of the month immediately following the month in which deductions were made in the manner provided for in subsection (b) hereof.
- (b) Cheques shall be made payable to the Local Union and forwarded to the Local Union Secretary-Treasurer.
- (c) The Employer agrees to show on each employee's T4 slip the amount of dues deducted.
- (d) Union Information for New Employees

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. A new employee shall be advised of the name and location of his/her union representative. Whenever the union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her union representative who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union representative will be given an opportunity to interview each new employee within regular working hours, without loss of pay for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

- (e) The Employer agrees to deduct initiation fees, Union dues, fines and assessments upon receipt of a signed authorization by an employee, on the following pay period. Such authorization is to be completed and signed by the employee on commencement of employment. All new employees coming into the bargaining unit shall complete and sign the Union application card. The cards will be supplied to the Employer by the Union.

2.02 Membership

All employees shall be members of the Union and shall remain members in good standing as a condition of employment. All new employees shall be required to become members of the Union within thirty (30) days of his/her employment.

2.03 Failure to Maintain Membership in Good Standing

In the event of suspension, expulsion for non-payment of fees, union dues, fines or assessments, or resignation from the Union of any employee covered by this Agreement, upon notice in writing from the Union to that effect, the Employer shall immediately discontinue the employment of such employee.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

3.01 Reservations to Management

Subject to the terms of this agreement, the Employer shall have the exclusive right to operate and manage his/her business in all respects; to hire and direct the workforce; to discharge, suspend or otherwise discipline an employee for just and reasonable cause.

3.02 Rules and Regulations

The Employer reserves the right to supplement and alter, from time to time, reasonable rules and reasonable regulations to be observed by the employees, said rules and regulations not being inconsistent with the provisions of this Agreement.

ARTICLE 4 - HOURS OF WORK

4.01 Continuous Operation

The Employer and the Union recognize that the theatre, including those aspects related to regularly licensed liquor sales, operates on a continuous seven day per week basis.

4.02 Normal Straight Time Hours of Work

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one (1) day;
 - (ii) not more than five (5) working days in a posted work week (except as per Letter of Understanding #6); and
 - (iii) not more than forty (40) hours in any five (5) working day period (except as per Letter of Understanding #6).

4.03 Four (4) Hour Minimum

Any Employee who reports and commences work as scheduled or called to work and is subsequently told his/her services are not required shall be paid a minimum of four (4) hours.

4.04 Overtime

Overtime shall be any time worked in excess of the hours or days stated in Clause 4.02(a) above and shall be paid as follows:

- (a) one and one-half times (1½ x) for all work over eight (8) hours up to ten (10) hours in a day and for all work over forty (40) hours in any five (5) working day period up to forty-eight (48) hours;
- (b) double time (2 x) shall apply thereafter;
- (c) time and one-half (1½ x) shall apply for all hours worked on an employee's sixth (6th) day worked in a posted work week (except when an employee

opts to use L.O.U. #6 re: Optional Hours of Work on the Sixth Day). Double time (2x) shall apply for all hours worked on an employee's seventh (7th) day worked in a posted work week.

4.05 Appropriate Pay Period

Overtime shall be paid within the appropriate pay period.

4.06 Banked Overtime

- (a) Employees are entitled to take time off in lieu of overtime pay and may "bank" such time for that purpose to a maximum accumulation of one week (five days). Such time must be taken within the fiscal year in which it is earned, will be scheduled with the Employer at least two weeks before it is taken and will not cause any disruption of the Employer's operations.
- (b) An Employee who opts for compensatory time off shall be given time off to the equivalent he/she would have been paid overtime worked.

4.07 Rest Periods (During and Between Shifts)

- (a) Employees working a shift of over four (4) hours to six (6) hours shall receive one (1) fifteen (15) minute paid rest period.
- (b) Employees working shifts of over six (6) hours shall receive two (2) fifteen (15) minute paid rest periods. Employees shall be responsible for taking breaks at times which will cause the least amount of disruption of work.
- (c) Employees shall have eight (8) hours off work between shifts otherwise overtime rates will apply to all hours worked within the eight (8) hour period.

4.08 Box Office Lunch Break

Box Office day shift Employees are entitled to a one half hour unpaid lunch break in addition to article 4.07.

4.09 Work Schedules

- (a) (i) Work schedules will be the responsibility of Management and shall be posted weekly one week in advance in a conspicuous and consistent place.
- (ii) The work schedule shall contain the following information for each scheduled employee:
 - Employee's name

- Classification
 - Starting and finishing times
- (b) After posting, there shall be no reduction in the number of hours scheduled for any day in the week without notice being given to the employee at least one day prior to the shift in question.
- (c) Notice of change of start time shall be given as much in advance as possible, but no later than the end of the employee's shift prior to the day in question.
- (d) An employee's day(s) off will not be changed once the schedule has been posted, unless mutually agreed.
- (e) In cases of emergencies or force majeure, no prior notice is required.
- (f) It is the intent of the foregoing to insure that each employee shall be apprised of his work schedule at the earliest possible time.
- (g) Assignment of Shifts by Classification Seniority
- (i) Within departments and classifications, the Employer must offer the longest shifts to employees with the most classification seniority. 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 classification seniority basis.
 - (ii) 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. Should shifts of comparable length be available, the employee with the most classification seniority's preference (as written on his/her availability sheet) will be honoured, unless special non-trainable skill-sets are required for that particular shift.
- (h) No employee will be scheduled to work more than five (5) consecutive days unless that employee has given his/her prior written approval (or six (6) consecutive days if the person has opted to work as per L.O.U. #6 – Optional Hours of Work on Sixth day).

4.10 Scheduling

- (a) The Employer will recognize an employee's classification seniority and ability to perform the job when making up the schedule.
- (b) The parties agree that in order to assist in the process of scheduling shifts pursuant to Clause 4.09(g) of the collective agreement, the following procedure will be followed:

- (i) Each employee will state their availability and preferences on a form provided by the Employer. If any employee fails to submit their form prior to the posting of the next schedule, then he or she will be assumed to have the same availability and preferences as stated on the previous form.
 - (ii) It is understood that the employees will be scheduled in accordance with operational needs subject to preference based on seniority. Where employees do not indicate a preference and availability for work on required shifts/hours the Employer will schedule by reverse order of seniority.
 - (iii) The Employer agrees that in the application of Article 4.10 the Employer will indicate anticipated shifts/hours and locations to be scheduled on a month to month basis.
 - (iv) Should the Employer encounter any operational difficulties with the application of this clause the parties will meet to discuss and resolve the matter. In the event the parties are unsuccessful in resolving the matter it may then be referred to mediation/arbitration for a binding resolution.
- (c) Management will provide such notice as is possible of shift additions and reductions. Except in emergencies, any employee wishing to change their schedule will provide Management with seven (7) days written notice in advance of the schedule being posted.
- (d) Transfers

Employees transferring locations (locations being Revue Theatre, Granville Island and Stanley Theatre) will go through an additional trial period of ten (10) shifts worked to determine their suitability in the new location.

4.11 Trading Shifts

Employees will be allowed to trade shifts with other qualified employees provided that the management approves, the schedule requirements are met and that the trade does not in any way increase the cost to the Employer. The Employee will obtain approval of management at the earliest possible date. Approval will not be unreasonably denied.

4.12 Split Shifts

- (a) Split shifts may be scheduled provided that:

- i. no shift of less than seven (7) hours may be split;
 - ii. no shift may be split more than once;
 - iii. no part of a split shift shall be less than three (3) hours;
 - iv. all split shifts must be worked within a twelve (12) hour period.
- (b) A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.
- (c) The premiums shall be as follows:
- (i) for seven (7) hours worked eight (8) hours straight time pay
 - (ii) for eight (8) hours worked nine (9) hours straight time pay
- (d) Employees working a split shift shall receive two seniority, or otherwise appropriate credits.

4.13 Training New Employees

When training new employees, there shall be no reduction in the number of regularly scheduled employees. If a member of the bargaining unit is asked to train a new employee he/she shall be paid a four dollar (\$4.00) premium in addition to his/her regular wage rates and the trainee shall be scheduled in the section of the trainer.

4.14 Voluntary Overtime

The Employer agrees that all overtime is voluntary except in the following situations:

- (a) Overtime to complete nightly closing up procedures.
- (b) Emergency situations.

In either case, the Company shall first ask for volunteers by seniority; failing that procedure, employees with the least seniority shall be required to do the work. When the Employer requires that overtime be performed, it shall first be offered or assigned to those employees on shift in the affected classification and then department.

4.15 On Call Shifts

Before she/he reports to work, an employee scheduled for an on-call shift shall confirm with the appropriate manager/designate no less than one and one-half (1½) hours before the scheduled start time of their on-call shift. It is understood

that no more than one person per shift per location per classification will be on-call.

ARTICLE 5 - SENIORITY

5.01 Seniority Defined

- (a) Company seniority is defined as an employee's length of continuous service with the Employer.
- (b) Classification seniority shall be determined on the basis of an employee accumulating one (1) credit for each shift worked or for each on-call shift in that classification.

5.02 Eligibility for Seniority Entitlement

- (a) The seniority of each employee covered by this Agreement will be established after a probationary period of ninety (90) calendar days or forty-five (45) shifts worked whichever comes first at 85% of the classified job rate. After the successful completion of the probationary period an employee's seniority shall be back dated to the employee's first day of employment.
- (b) The Employer may request an extension to an employee's probationary period, which the Union will not unreasonably deny.
- (c) Once an employee has completed the initial probationary period of ninety (90) calendar days or forty-five (45) shifts worked, they shall receive their full classification wage rate as listed in Appendix A, whether or not his/her probation has been extended.

5.03 Promotions and Filling of Vacancies

- (a) Promotions and filling of vacancies shall be based on:
 - (i) an employee's ability to perform the requirements of the work available.
 - (ii) Seniority.
- (b) Ability shall mean that an applicant has the skill, qualifications or special training and experience required in the applicable job description and posting prepared by the Employer or the equivalent knowledge and skill and shall also include consideration of the employee's performance during employment with the company.

- (c) Outside applicants shall not be considered for bargaining unit vacancies until all internal applicants have first been interviewed and deemed unsuitable.

5.04 Notice of Layoff

When an employee is to earn less than fifty percent (50%) of his/her weekly wages, at the regular rate averaged over the previous eight (8) weeks, the following shall apply:

- (a) Notice of lay-off shall be as follows:
 - (i) one (1) weeks notice or pay in lieu of after three (3) consecutive months of employment;
 - (ii) two (2) weeks notice or pay in lieu of after twelve (12) consecutive months of employment;
 - (iii) three (3) weeks notice or pay in lieu of after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks notice or pay in lieu of.
- (b) The Employer may also provide a combination of notice and money equivalent to the amount the employer is liable to pay.
- (c) Notice of layoff does not apply where the employee terminates the employment, retires, or is dismissed for just cause.
- (d) In the event of closure through "Force Majeure" or emergencies, no prior notice is required.
- (e) Temporary Closure
 - (i) No notice is required for four consecutive dark days, including the regular dark day.
 - (ii) If for less than 15 days but more than 4, including the regular dark day, then one week's notice or pay in lieu of is required.

5.05 Layoff Procedure

- (a) In the event of a layoff for reasons other than Clause 5.04 (b) and (c) employees will be laid off in accordance with their classification seniority in their respective classification provided that they have the qualifications to perform the available work satisfactorily.

- (b) Upon layoff, an employee may bump a less senior employee in another classification, provided the laid off employee has previously worked in that classification and has the present ability to perform the work.

5.06 No New Employee Hired While Employee Laid Off in Same Classification

New employees shall not be hired in a classification while employees in the same classification are on layoff except where an employee exercises his/her right as per article 5.08(c).

5.07 Avoidance of Layoff Through Redistribution of the Available Work

The Employer may either layoff 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.

5.08 Recall Procedure

- (a) Employees shall be recalled in the inverse order of their layoff by classification and classification seniority.
- (b) Employees shall be notified of recall by telephone, telegraph, or other type of message which will be confirmed by registered mail. The Employer has the right to expect the employee to return to work no later than five (5) days after the employee responds to the recall or whenever it is otherwise mutually agreed that the employee will return to work.
- (c) An employee shall have the right to decline to return to work if the Employer cannot guarantee four (4) full weeks of employment and the employee shall not forfeit his/her Company or classification seniority standing in such a case. A copy of the notice will be given to the Chief Shop Steward/designate.

5.09 Maintaining and Accruing Seniority

- (a) Company Seniority Maintained

An employee's position on the seniority list will be maintained during:

- (i) periods of illness or injury;
- (ii) jury duty;
- (iii) maternity/paternity/adoption leave;
- (iv) layoff for the following periods after which an employee's seniority will terminate;

- (a) end of probationary period up to six (6) months - six (6) months;
- (b) six (6) months service up to one (1) year - twelve (12) months;
- (c) one (1) year's service or longer - eighteen (18) months.

(v) all approved leaves of absence

(b) **Classification Seniority Accrued**

An employee shall continue to accrue seniority credits based on an average of his/her last three (3) months worked as if she/he was still working during:

- (i) periods of illness or injury
- (ii) jury duty
- (iii) maternity/paternity/adoption leave
- (iv) all union leaves under Article 17.04(a)
- (v) vacation (ushers do not accrue seniority credits for time off taken in following with this Clause during dark days).

5.10 Seniority Credits Maintained

- (a) Seniority credits shall be maintained, but not accumulated for up to ninety (90) days for periods of employment with the Employer on a job not included in the bargaining unit. Thereafter, all seniority shall be cancelled.
- (b) Seniority credits shall be maintained during approved personal Leaves of Absence.
- (c)
 - (i) Employees who move from one classification to another through a job posting will retain classification seniority credits accumulated in their previous classification(s).
 - (ii) Employees to agree to perform work in another classification at the request of the Employer shall have the option of applying the classification seniority credits to either their current classification or to the classification in which they were asked to work, if the employee has held a position in that classification before.

5.11 Seniority Cancelled

Seniority standing shall be cancelled if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just cause and not reinstated under the terms of this Agreement;
- (c) is recalled to work and does not report to work as provided in article 5.08;
- (d) is still on layoff and the seniority retention periods as described in Article 5.09 have elapsed.

5.12 Seniority Lists

- (a) The Employer will prepare seniority lists of all employees and present them to the Union within thirty (30) days of the signing of this Agreement. Said lists will commence with the most senior employee, and carry on downward to the most junior employee. The Employer agrees to provide the Union with a revised seniority list once in each three (3) month period.
- (b) The seniority list shall remain posted for a minimum of thirty (30) calendar days. Any objection to the accuracy of a posted seniority list must be lodged during the thirty days in which the list is posted. Thereafter the posted list will be deemed to be valid and correct for all purposes of this agreement.

ARTICLE 6 - JOB SECURITY AND RELATED MATTERS

6.01 Successor Status

All rights, privileges, obligations and conditions contained herein shall automatically be assumed by any Employer who carries on the business of Arts Club Theatre Society, Arts Club of Vancouver and the Arts Club of Vancouver Building Society through the sale, lease, sublease, rental, transfer or assumption into receivership of the business carried on at the Arts Club.

6.02 Severance Pay

- (a) Upon termination of any employee who has passed his probation period, the Employer agrees to give two (2) weeks notice or two (2) weeks wages in lieu of notice. Upon completion of three (3) years employment the amount of notice of pay in lieu is increased to three (3) weeks and an additional week of notice of pay in lieu is added for each additional year of employment up to eight (8) years. The maximum requirement is eight (8) weeks of written notice or pay in lieu upon completion of eight (8) years employment. For the purposes of this article, one (1) weeks pay shall be understood to mean an average of the employee's gross earnings for the eight (8) week period immediately proceeding the week the employee was terminated.

- (b) Exceptions to this article shall be if an employee voluntarily resigns or is terminated for just and reasonable cause.

6.03 Closure

In the event of permanent closure of one or all of the premises operated by the Employer, those employees permanently laid off will be treated in accordance with Clause 6.02 above.

ARTICLE 7 - JOB POSTING AND JOB AWARDS

7.01 Job Posting

- (a) Job posting and on the job training opportunities for positions within the bargaining unit shall be posted for not less than seven (7) working days on all Union bulletin boards. The Chief Shop Steward/designate shall receive copies of all job postings.
- (b) The Employer shall not be required to post vacancies or extensions thereof which are under thirty (30) days duration.

7.02 Job Posting Detail

- (a) The posting shall contain the following information:
 - (i) the job classification;
 - (ii) a general outline of the included duties and responsibilities;
 - (iii) the anticipated hours of work per week;
 - (iv) the anticipated shifts to be worked; if known
 - (v) the applicable wage rate
 - (vi) the anticipated duration or permanence of the position
- (b) If the vacancy referred to herein occurs without advance notice to the Employer, the Employer shall fill the vacancy from amongst employees qualified to perform the tasks of the job until the job posting procedure has been completed. The Employer agrees to promptly award the job according to the selection process outlined herein.

7.03 Selection Process

Preference for job awards and on the job training opportunities shall be given in accordance with Article 5.03.

7.04 Trial Period

- (a) Employees awarded jobs in accordance with Article 5.03 are subject to a ten (10) shifts worked trial period, during which time he/she will receive the necessary training for the position. The Employer may not curtail the trial period before it has been completed without just cause.
- (b) If the employee proves unsatisfactory during the trial period, the Employer must outline in writing its concerns to the employee. The employee will return to his/her former position without loss of seniority and other employees who have been appointed to fill subsequent postings will return to their former positions without loss of seniority.
- (c) The employee may, within the ten (10) shift trial period choose to return to his/her former position without loss of seniority.

7.05 Job Posting Applications If Not At Work

If an employee notifies the employer as to his/her interest in applying for a stipulated job should it become available during his/her absence due to sickness, vacation or leave of absence, his/her application shall be given due consideration.

7.06 Awarded Job Posted

A copy of the awarded job shall be posted on the Bulletin Board within five (5) days of the award and a copy shall be forwarded to the Chief Shop Steward/designate.

7.07 Staff Meetings and Training Meetings

- (a) The Employer and the Union agree to promote the training and retraining of employees to improve their job skills.
- (b) Employees required by the Employer to attend staff/training meetings during their scheduled working hours shall be compensated at their hourly base rate of pay.
- (c) (i) For the purposes of staff meetings and training meetings, up to two (2) hours a week shall be paid at straight time when overtime would usually apply, after which regular overtime will apply, unless it is the employee's 6th day worked in a posted work week which will be paid at a time and one-half (1½ x) (except when an employee has opted to use the LOU #6), or on the seventh (7th) day worked in a posted work week in which case the employee will be paid double time (2 x),

- (ii) and not subject to minimum call requirements.
- (d) Where staff/training meetings are provided by the Employer on a voluntary basis, employees who voluntarily attend will not be compensated. Employees who do not attend voluntary meetings shall not be subject to discipline.
- (e) Seven (7) days notice will be provided for staff/training meetings except in the case of emergencies.
- (f) No employees shall lose hours in a work week due to training or staff meeting requirements.
- (g) Management is responsible for ensuring the training of Employees.

7.08 Mandatory Training

Costs for any course or training program required by law, regulation or by the Employer shall be paid 100 % by the Employer. Clause 7.06 shall apply for hours spent in the course or training.

ARTICLE 8 - DISCIPLINE

8.01 Just and Reasonable Cause

An employee bound by this Agreement may only be disciplined for just and reasonable cause.

8.02 Right to Shop Steward

- (a) When an employee is to receive discipline, whether it is a written warning, suspension, or discharge, a union representative shall be present or the discipline shall be deemed null and void.
- (b) Employees interviewed concerning an incident shall have the right to have a union representative present upon request.

8.03 Access to Personnel File

The Employer agrees that an employee shall have access to his/her personal file. Request for access to an employee's personal file shall be made in writing and scheduled at a mutually convenient time. The file and its contents cannot be removed from the office and a representative of the Employer will be present at all times. The employee shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries in his/her file.

8.04 Signing of Written Discipline

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

8.05 Union Button

An employee may wear the Union button without being disciplined.

8.06 Liquor Service After Hours

No employee shall give liquor service after the specified hours set by the Liquor Control Board. No Employer shall require an employee to give service after the specified hours set by the Liquor Control Board.

8.07 Union and Employee Advised of Complaint

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

8.08 Cancellation of Recorded Complaint

- (a) Any complaint recorded against an employee as a written reprimand shall automatically be cancelled and removed from the employee's file after twelve (12) months and may not be held against him/her thereafter unless another written reprimand of a similar nature was given during the twelve (12) month period whereby the first reprimand shall remain for a further twelve (12) months.
- (b) Any mention of a suspension shall be cancelled and removed from the employee's file after twelve (12) months, unless another suspension for a similar offence occurs within twelve (12) months of the similar former suspension whereby the first suspension shall remain for a further twelve (12) months. No mention of the suspension may be raised against the employee thereafter.

8.09 Written Reasons

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

8.10 Garnishees

The Employer agrees that an employee may not be disciplined for pay deductions in the form of a wage garnishee.

8.11 Refusing Hours Beyond Posted Schedule

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

8.12 Legitimate Picket Line

It is agreed that, in the event of a strike by CAW members or members of another Union which results in their picketing of any of the Arts Club Theatre locations or venues where CAW members employed by the Arts Club are scheduled to work, employees shall not be subject to discipline for refusing to cross a legal picket line.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Procedure

The Parties agree that every effort will be made to resolve complaints between employees and their managers before the complaint becomes a written grievance. Any difference concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement, shall be dealt with in the following manner:

Step 1

Employees shall present grievances in writing within ten (10) calendar days of knowledge of the incident following which the aggrieved party, in the presence of his/her Shop Steward, will meet with the Employer within seven (7) calendar days or as otherwise mutually agreed, and in good faith shall enter into discussion and earnestly endeavour to settle the written grievance.

Management shall respond within five (5) calendar days of the date of the Step 1 meeting outlining the Employers position.

Step 2

Failing settlement at Step 1, the employee, Shop Steward, with or without the Union Staff Representative, may, within five (5) calendar days of the Step 1 response, meet with the Employer Representative in order to attempt to settle the grievance. At this step, arrangements can be made for other Union and Employer representatives to attend. The Employer shall outline his/her position, in writing within five (5) calendar days of the Step 2 meeting.

Step 3

Should the Union disagree with the written position of the Employer, the matter may be referred to a single arbitrator as referred to in Article 10 of this collective agreement. The Union shall notify the Employer in writing within fifteen (15) calendar days of receipt of the Employer's position at Step 2 of the grievance procedure as to future action they wish to take.

9.02 Discharge, Suspension, Group, Union or Policy Grievances

Discharge or suspension grievances, group, Union, or management policy grievances shall be admitted at step 2 of the grievance procedure.

9.03 Grievor Present at Any Stage

The grievor may elect to be present at any stage of the grievance procedure.

9.04 Absence from Work for Handling Grievances

- (a) A grievor's absence from work, not exceeding one-half (½) hour duration, 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 such union/management grievance meetings shall be considered time worked for the purposes of this Agreement.
- (b) Managers performing bargaining unit work during such meetings to cover for the grievor shall not be considered a violation of Article 1.03.

9.05 Technical Error or Omission

No technical error or technical omission will render a grievance in arbitrable.

ARTICLE 10 - ARBITRATION

10.01 Arbitration Procedure

- (a) If the parties have been unable to resolve the dispute in accordance with Article 9 the dispute shall be referred to:
 - (i) Wayne Moore
 - (ii) Robert Blasina
 - (iii) Jim Dorsey
 - (iv) Joan Gordon
 - (v) Kitty Heller

to act as single arbitrator.

- (b) The arbitrator shall hear the parties, settle the terms of the question to be arbitrated, and make his/her award within fifteen (15) days from the day of the hearing. This time limit may be extended by mutual agreement of the parties.
- (c) The decision of the arbitrator shall be final and binding on both parties.
- (d) Each party shall bear one-half (½) the cost of the arbitrator.
- (e) The arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.

ARTICLE 11 - OCCUPATIONAL HEALTH, SAFETY AND THE ENVIRONMENT

11.01 Safety and Health - Responsibility

- (a) The Employer agrees that it is the responsibility of the Employer to make adequate provisions for the health and safety of employees during the hours of their employment.
- (b) The Union and the employees agree that employees share responsibility for their safety and health and agree to cooperate fully with the Employer on all matters of health and safety.

11.02 Compliance with Health and Safety Legislation

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

11.03 Right to Accompany an Inspector

When an inspection of the operation is made by an inspector authorized to enforce the Worker's Compensation Board Regulations, a Union representative shall have the right to be included on the tour. The Union will be given as much advance notice of the inspection as is reasonably possible. Time off under this Clause shall not be unreasonably denied.

11.04 Union Access to Certain Information

Upon written request and with written authorization of the employee, the union representative shall have full access to accident reports and to all reports provided to and by the Workers' Compensation Board.

11.05 Safety Committee

- (a) The Employer and the Union shall meet in accordance with the WCB Regulations in effect at the signing of this agreement.
- (b) Employees up to a maximum of four (4) shall be compensated at regular rates of pay for time spent at safety meetings. It is understood that their payment is not subject to minimum call requirements.
- (c) Upon request, the Employer shall give each safety committee member leave of absence with pay to attend an Annual Industrial Health and Safety Seminar.

11.06 Right to Refuse

- (a) The Employer must ensure the adequate direction and instruction of workers in the safe performance of their duties.
- (b)
 - (i) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
 - (ii) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (i) must immediately report the circumstances of the unsafe condition to his or her employer.
 - (iii) The employer receiving a report made under subsection (ii) must immediately investigate the matter and
 - (1) ensure that any unsafe condition is remedied without delay, or
 - (2) if in his or her opinion the report is not valid, must so inform the person who made the report.
 - (iv) If the procedure under subsection (iii) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer must investigate the matter in the presence of the worker who made the report and in the presence of:
 - 1. a worker member of the occupational health and safety committee,
 - 2. a worker who is selected by a trade union representing the worker, or

3. if there is no occupational health and safety committee, any other reasonably available worker selected by the worker.
- (v) If the investigation under subsection (iv) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer and the worker must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (c) (i) A worker must not be subject to disciplinary action because the worker has acted in compliance with Clause 11.106(b) or with an order made by a WCB officer.
- (ii) Temporary assignment to alternative work at no loss of pay to the worker until the matter in Clause 11.06(b) is resolved is deemed not to constitute disciplinary action.

ARTICLE 12 - WAGES AND CLASSIFICATIONS

12.01 Wage Schedule

- (a) 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) 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.
- (c) Combined Classifications

Where an employee occupies a position which combines two (2) or more classifications, he/she shall be paid at the rates of those classifications for the respective number of hours worked in those classifications.

12.02 New Job Classifications

- (a) If any new job classifications are established the parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) Pending final agreement on the rate the Employer 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.

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

12.03 Higher Rate of Pay

- (a) Any employee performing work classified at a higher rate of pay shall receive such higher rate of pay while occupying said classification.
- (b) When the Employer requires an employee to perform work classified at a lower rate of pay, the employee shall receive his/her regular rate of pay while occupying said classification.

12.04 Pay Date/Pay Discrepancies

- (a) All employees are paid every Thursday, but cheques are dated the following Friday.
- (b) All pay discrepancies shall be rectified by the next pay period. A request to the Union for a time limit extension by the Employer will not be unreasonably denied.

ARTICLE 13 - CASH AND GRATUITIES

13.01 Cash Float

Where a cash float is required in the performance of the duties and responsibilities of a job, the Employer will provide a sufficient and consistent cash float to the employee, subject to the following conditions:

- (a) the cash float will be turned in at the end of each shift; and
- (b) the cash float is to be used only for the purposes of performing the duties and responsibilities of the job; and
- (c) the employee is fully responsible and accountable for the cash float.
- (d) Cash out slips will be maintained for accounting purposes and will be accessible to the Union. Discrepancies may be cause for discipline.

13.02 Cashing Out

The Employer shall allow up to fifteen (15) minutes on the Employer's time to an employee who has the responsibility of "cashing out".

13.03 Authority Re Cheques and Credit

When an employee is authorized to cash cheques, honour credit cards or credit accounts, he/she will not be held financially responsible for any losses.

13.04 Cash Register Access Code

To the greatest extent possible, all cash registers will be programmed to provide separate and distinct access codes for employees whose job duties require access.

13.05 No Authority Over Gratuities

The employer agrees that management has no authority over the employees' gratuities except when the gratuity arrangement as decided by the majority of employees in that location is not being adhered to and the harmony of the workplace is being disrupted.

13.06 Handling of Money

Employees who are responsible for money will in addition to the specific directions from management, exercise all due care and caution in the handling of this money. Including, but not limited to always making sure money is never left unattended.

13.07 Shortages and Overages

- (a) An employee will not be held responsible for cash shortages in those instances where another employee or management has authorized access to their cash.
- (b) Employees with sole authorized access to their cash will not be held financially responsible for cash shortages but may be subject to discipline.
- (c) Overages will be recorded as such and deposited to the Employer's bank account as per regular procedure.
- (d) An employee will not be held financially responsible for a cash shortage due to a "dine and dash".

13.08 Surcharge

- (a) The Employer shall guarantee a fifteen percent (15%) surcharge is charged on all contracted host food and bar bills based on the gross charges including applicable taxes and shall ensure it is distributed

appropriately to the staff as instructed by the Union or a majority of the employees in that location.

- (b) Whenever the Arts club or any of its associated groups holds a function at an Arts Club venue and host beverages are served, a surcharge of \$20.00 shall be paid by the Arts Club to each bar staff employee working the event.

ARTICLE 14 - HEALTH AND WELFARE PLAN

14.01 Injury on the Job

Employees injured on the job will be provided with transportation to the hospital and back and are paid for the complete shift scheduled.

14.02 Self Insured Weekly Indemnity

For employees who have worked a minimum of two hundred and forty (240) hours in a three (3) month period immediately preceding the claim, the Arts Club agrees to continue the salary of an employee during the first two weeks of absence from work due to illness or accident as follows:

- a) 60% of the employee's average weekly earnings (based on earnings over the employee's last three (3) months worked).
- b) The benefit will be payable from the first day of accident or the fourth working day of illness.

14.03 MSP

For those employees who are eligible as outlined in Clause 14.05, the Arts club agrees to pay seventy-five percent (75%) of the premium costs of BC's Medical Services Plan.

14.04 Health Benefits

For those employees who are outlined in Clause 14.05, the employee may subscribe to the extended health plan which includes: employee life, extended health care (Medicare supplement, including Paramedical Services at \$500.00 per year), emergency travel assistance and dental care. The Arts Club agrees to pay seventy-five percent (75%) of the premium costs of the plan.

14.05 Eligibility

To be eligible and maintain eligibility for health benefits in Clauses 14.03 and 14.04 the employee must::

- (a) have completed their probationary period;
- (b) have worked a minimum two hundred and forty (240) hours in the immediately preceding three (3) month period;
- (c) fill out the appropriate application forms as supplied by The Arts Club; and
- (d) pay the remaining twenty-five percent (25%) premiums cost on a payroll deduction basis.

14.06 No Change to Benefits

The benefits set out in this article, and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement, except by negotiation and the mutual agreement of the Union and the Employer.

ARTICLE 15 - VACATIONS

15.01 Vacation Entitlement

- (a) Every employee is entitled to vacations and vacation pay as follows:
 - (i) Less than one (1) year - one (1) day for each month of completed service, to a maximum of ten (10) days with pay at four percent (4%) of gross earnings.
 - (ii) After one (1) year but less than three (3) years - two (2) weeks vacation with pay at four percent (4%) of gross earnings.
 - (iii) After three (3) years service but less than six (6) years - three (3) weeks vacation with pay at six percent (6%) of gross earnings.
 - (iv) After six (6) years service - four (4) weeks vacation with pay at eight percent (8%) of gross earnings.
- (b) An employee's vacation entitlement shall be calculated from his/her first day of employment.

15.02 Calculation Period and the Timing of Vacation Pay

- (a) An employee's vacation time and vacation pay shall be calculated from his/her first day of employment and subsequent anniversary dates.
- (b) Unless otherwise requested in writing, an employee's vacation pay will be added to the last cheque they receive before the commencement of their

vacation provided the employee's manager is given sufficient notice in writing of the upcoming vacation. Requests will not be unreasonably denied.

- (c) Vacation Pay Upon Layoff - An employee at his/her discretion may choose to take vacation pay upon layoff.

15.03 Vacation Pay on Termination

- (a) Employees who leave the employ of the Employer 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.

Years of Employment	Vacation Pay
One (1) year but less than three (3) years	Four percent (4%)
Three (3) years but less than six (6) years	Six percent (6%)
Six (6) years, or more	Eight percent (8%)

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.

- (b)
 - (i) Employee's vacation time will be scheduled with Management and will take into account the Employer's operations and staffing requirements. Vacation requests will be submitted to Management in writing thirty (30) days prior to the first day of proposed vacations.
 - (ii) In the event that two or more Employees request the same vacation period then Company seniority will be the determining factor.
 - (iii) Upon receipt of an employee's written vacation request, the Employer must confirm or deny the request in writing within seven (7) calendar days.
- (c) The Employer shall give an Employee the annual vacation to which he/she is entitled not later than ten months after the anniversary date of each year of his/her employment.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 Eligibility for Statutory Holiday Pay

An employee will be eligible to receive statutory holiday pay after thirty (30) calendar days of employment.

16.02 Payment for Statutory Holiday

- (a) Employees who are eligible for Statutory Holiday pay will receive pay for the Statutory Holiday whether or not they work on the Statutory Holiday. The designated Statutory Holidays shall be:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	December 24
BC Day	Christmas Day

- (b) Two bona fide religious holidays may be exchanged for the two Christian holidays provided sufficient notice is supplied to the Employer and provided the Employee is scheduled to work on the day in question.
- (c) An employee who works on a Statutory Holiday, shall be paid one and one-half (1½ x) times his/her normal wage rate for any hours worked, up to eleven (11) hours and double time (2 x) for any hours worked over eleven (11) hours, in addition to a day's pay in following with Clause 16.03.
- (d) If a statutory holiday falls on a non-working day for an employee, the employee shall be entitled to a day's pay, in following with Clause 16.03.

16.03 Statutory Holiday Pay Calculation

Employees shall be paid the following amount for the day off:

- (a) if the employee has a regular schedule of hours and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the statutory holiday, the same amount as if the employee had worked regular hours on the day off;
- (b) for employees who do not have a regular schedule of hours and who have worked at least fifteen (15) of the last thirty (30) days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;

- (c) for employees who have worked less than fifteen (15) of the last thirty (30) days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).

16.04 Substituting Another Day For A Statutory Holiday

- (a) An employer may substitute another day off for a statutory holiday if the employer and a majority of the affected employees at a workplace agree to the substitution.
- (b) Any employees affected by the substitution of another day for a statutory holiday have the same rights under this Article and their employer has the same duties under this Article as if the other day were a statutory holiday.
- (c) An employer must retain for five (5) years records of agreements made under this Clause.

16.05 Stat Pay and Vacation Time

For the purpose of calculating statutory holiday pay vacation time off shall be considered time worked.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Bereavement Leave

In case of bereavement in the immediate family of an Employee, the Employee shall be entitled to special leave with pay for three scheduled shifts in the five days following the death.

- (a) Immediate family is defined as the Employee's parents, common law spouse, husband, wife, child, brother, sister, grandparent, grandchildren, same sex spouse.
- (b) In the event of death of the Employee's father-in-law, mother-in-law, sister-in-law, brother-in-law the Employee will be entitled to special leave for one day/shift according to the above provisions.
- (c) In the event of death of the Employee's close friend or relative not otherwise defined by 17.01 i), ii), the Employee will be entitled to special leave for one day/shift, unpaid.

17.02 Jury Duty

An Employee who is called for Jury duty shall continue to receive his/her regular rate of pay, less any amount paid in respect to his/her jury duty, for any day he/she is regularly scheduled for work. It is understood that an Employee who is subpoenaed to act as a witness for the police or for a court of law will be

reimbursed for the time that he/she is regularly scheduled to work on the same basis as above.

17.03 Compassionate Leave

In the case of serious illness in the family where the employee is required to be the caregiver, the employer shall grant reasonable leave of absence without pay until the employee can make other arrangements for care of the family member.

17.04 Leave for Union Business

- (a) (i) If a member of the bargaining unit is selected to act for the Union she/he shall be allowed, upon two (2) week's notice, a leave of absence without pay for the transaction of Union business. The Employer will reasonably consider approving Union leave made with less than two (2) week's notice.
 - (ii) All time off work under this Clause shall be considered time worked for the purposes of statutory holidays, company and classification seniority, health and welfare benefits and any other applicable benefit or right under the Collective Agreement.
 - (iii) As per 5.09(b), ushers shall not accrue seniority credits during dark days for time taken under this Clause.
 - (iv) In the application of this Clause, hours worked and seniority credits shall be calculated based on the employee's last three (3) months worked.
- (b) If any employee of the Employer 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 one (1) year. 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 position maintained provided that not more than one (1) employee be absent at any one time. The employee shall return to work within thirty (30) days of completion of his/her employment with the union.

17.05 Maternity/Parental Leave

- (a) Maternity Leave
 - (i) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:
 - (A) beginning

- (1) no earlier than eleven (11) weeks before the expected birth date, and
 - (2) no later than the actual birth date, and
- (B) ending
 - (1) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (2) no later than seventeen (17) weeks after the actual birth date.
- (ii) An employee requests leave under this clause after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (iii) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-clauses (a) or (b).
- (iv) A request for leave must
 - (A) be given in writing to the employer;
 - (B) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (C) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under sub-clause (iii);
 - (D) 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 Employer, prior to childbirth but shall not be required to go on maternity leave until eleven (11) weeks prior to the expected delivery date.
- (v) A request for a shorter period under sub-clause (i)(B)(1)

- (A) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - (B) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (b) Parental Leave
- (i) An employee who requests parental leave under this clause is entitled to:
 - (A) for a birth mother who takes leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause (a) unless the employer and employee agree otherwise;
 - (B) for a birth mother who does not take leave under Clause (a) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event;
 - (C) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - (D) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
 - (ii) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (i).
 - (iii) A request for leave must:
 - (A) be given in writing to the employer,
 - (B) if the request is for leave under subsection (i)(A) or (B), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

- (C) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (iv) An employee's combined entitlement to leave under Clause (a) and this Clause is limited to 52 weeks plus any additional leave the employee is entitled to under Clause (a)(iii) or Clause (ii) of this Clause.
- (c) Duties of Employer
 - (i) An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
 - (ii) An employer must not, because of an employee's pregnancy or a leave allowed by this Part:
 - (A) terminate employment, or
 - (B) change a condition of employment without the employee's written consent.
 - (iii) As soon as the leave ends, the employer must place the employee
 - (A) in the position the employee held before taking leave under this Part, or
 - (B) in a comparable position.
 - (iv) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subclause (iii) as soon as operations are resumed.
 - (v) Employees granted leave under this section shall return to their former jobs without loss of company or classification seniority for up to the period shown herein.
- (d) Employment deemed continuous while employee on leave or jury duty:
 - (i) The services of an employee who is on leave under Clause 17.05 or is attending court as a juror are deemed to be continuous for the purposes of:
 - (A) calculating annual vacation entitlement and entitlement for individual or group severance pay, and

- (B) any pension, medical or other plan beneficial to the employee.
- (ii) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:
 - (A) if the employer pays the total cost of the plan;
 - (B) if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
- (iii) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.
- (iv) Subclause (i) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under Clause 17.05.

17.06 Personal Leave

- (a) An employee may make application for leaves of absence without pay for personal reasons not otherwise covered in Article 17.
- (b) Requests for leaves up to a maximum of six months may be made subject to the following:
 - (i) Such requests must be made in writing no later than three weeks before the requested date of leave and shall include leave and return date.
 - (ii) The number of leaves allowed at any one time will be determined by scheduling requirements.
- (c) Permission shall not be unreasonably withheld and shall be confirmed in writing within seven (7) calendar days of receiving the request. The Union shall receive copies of such agreements.
- (d) Annual vacation time must be taken or pre-arranged for a later date, prior to a personal leave of absence being granted.

17.07 Same Schedule

An employee returning from an approved leave of absence will return to the same schedule if it exists, or in the event that it does not, to a schedule similar in the average number of hours per pay period they would have received had they not been on leave of absence.

17.08 Paid Education Leave

- (a) Effective June 25, 2007 the Arts Club agrees to pay into a special fund, two cents (\$.02) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee 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:

Paid Education Leave Program
CAW-Canada
205 Placer Court
North York, ON M2H 3H9

- (b) Arts Club 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.

17.09 Leave for Union Bargaining Committee

- (a) The Union shall select two (2) bargaining unit members who shall be granted, upon reasonable notice, a leave of absence without loss of pay, seniority or other benefits to attend to all business related to the negotiation of a revised Collective Agreement.
- (b) In preparation for negotiations, an allowance of one (1) working day with pay shall be permitted, although more time off shall be granted but without pay. Employees shall be elected or appointed by the Constitution and By-laws of the CAW Local 3000.
- (c) All time off work under this Clause shall be considered time worked for the purposes of statutory holidays, vacation time, seniority, health and welfare benefits and any other applicable benefit or right under the Collective Agreement.

ARTICLE 18 - HUMAN RIGHTS

18.01 No Discrimination

The Employer and its representatives agree that there will be no discrimination against any Employee, or prospective Employee, by reason of age, creed, colour, national origin, political or religious beliefs, sex, sexual orientation, marital status, physical disability unrelated to job performance or whether the Employee has children, or for membership in the Union, or for exercising rights provided for in this Agreement.

18.02 Work Related Rules and Regulations

The Employer agrees that rules, regulations, and requirements for Employees shall be limited to those which are work related or related to the workplace. Employees shall not be required to do work of a personal nature for the Employer or his representative.

18.03 No Harassment

The Employer shall provide a work environment as free as possible of any form of discrimination, harassment or sexual harassment from anyone, including from management personnel, supervisors, other Employees or customers.

18.04 Sexual Harassment Defined

Sexual harassment shall be defined as any conduct, comment, gesture or contact that might reasonably be perceived as placing a sexually related condition on employment; or any persistent conduct, comment, gesture or contact that is likely to cause offence, embarrassment or humiliation to any Employee.

ARTICLE 19 - GENERAL PROVISIONS

19.01 Protection of Working Conditions

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

19.02 Liaison Committee

- (a) The parties to the agreement agree to continue management/employee liaison committee meetings. Such meetings shall be consistent with article 19.05.

- (b) In general it will be the purpose of this committee to examine, discuss and make recommendations to the parties on all matters of mutual interest in accident prevention, employee relations and public and industry relations.

19.03 Union House Card

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

19.04 Current Mailing Address and Telephone Number

It is the responsibility of the employee to maintain a current mailing address and current phone number with the Union and the Employer for purposes of all notices.

19.05 Technological Change

Shall be provided for by the Industrial Relations Act of British Columbia.

19.06 Unconventional Mode of Dress

Where an unconventional mode of dress or uniform is required by management, it is agreed the dress or uniform shall not be such as to cause physical discomfort, ridicule or embarrassment to the employee.

19.07 Uniforms

If any uniform is required, it is agreed that the Employer shall supply same and be responsible for the regular cleaning and maintenance thereof.

19.08 Instruction re: Liquor Control Legislation and Regulations

All newly hired employees who will be involved in the sale or handling of liquor, will be provided with instruction to acquaint them with the relevant provisions of the Liquor Control Legislation and Regulations and the importance of complying with those regulations.

19.09 Compensation to Employees Re: Enforcement of House Rules For Patrons

Upon presentation of a written bona fide claim by an employee, the Employer shall compensate the employee for replacement cost of, or repair, of, any wearing apparel, false teeth, eye glasses, contact lenses or hearing aids, damaged or destroyed, as a consequence of the employee's participation in the enforcement of house rules and/or Liquor Control Board Regulations and/or at the direction of Management or a person appointed by management.

19.10 Employee Returning to Work following Illness

In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in their former position within twenty-four (24) hours, with all rights and conditions which they formerly enjoyed, according to the terms of the Agreement which is in effect at the time of their return, subject to the further conditions which follow.

19.11 Prolonged Absence Due to Illness or Injury

In cases involving prolonged absence due to illness or injury, where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, that Employer shall have a maximum of seven (7) calendar days in which to adjust the work schedule to accommodate the returning employee.

19.12 Physician's Certificate

- (a) A physician's certificate may be required by the Employer when an employee is absent due to injury or illness in excess of three (3) consecutive work days. On submission of the physician's receipt, the Employer will reimburse the employee for the fee charged by the physician for providing the certificate. The choice of the physician is up to the employee.
- (b) Physician certificate(s) need only state whether the employee is fit or unfit, the nature of the limitations (e.g. no heavy lifting, no stair climbing, etc.) and the expected duration of the condition.
- (c) In instances of chronic illness or repeated patterns of absenteeism the Employer may request the employee to provide a Physician's certificate.

19.13 Duty to Accommodate

The Company agrees to make every reasonable effort providing it does not cause undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.

ARTICLE 20 - WORKPLACE HARASSMENT

20.01 Harassment Free Workplace

- (a) The Company and the CAW are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or

conduct that is known or ought reasonably be known to be unwelcome, that denies individual and/or collective, dignity and respect on the basis of the grounds such as: gender, physical stature, creed, religion, political affiliation, social condition, marital or family status, age, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

- (b) The workplace is defined as any Company facility and includes areas such as lounges, theatres, foyers, offices, kitchen, floors, lunch area, rest rooms, cafeterias, lockers, conference rooms and parking lots.
- (c) Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:
 - i) Unwelcome remarks, jokes, innuendoes, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
 - ii) Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
 - iii) Posting or circulation of offensive photos or visual materials;
 - iv) Refusal to work or converse with an employee because of their racial background or gender, etc.
 - v) Unwanted physical conduct such as touching, patting, pinching etc.
 - vi) Condescension or paternalism which undermines self-respect;
 - vii) Backlash or retaliation for the lodging of a complaint or participation in an investigation.

20.02 Harassment is not

Harassment is in no way to be construed a properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

20.03 Filing a complaint

- (a) If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it: first request a stop of the unwanted behavior. Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome. It is advisable to document the events, complete with times, dates location, witnesses and details.
- (b) However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals from their harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Shop Steward.

20.04 Investigation

- (a) Upon receipt of the complaint, the Supervisor/Shop Steward contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Human Resource Manager and the Union Representative.
- (b) The Union Representative and the Human Resource Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. The investigative team, if possible, will be comprised of at least one woman.
- (c) A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

20.05 Resolution:

- (a) The joint investigators will then complete a report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Human Resource Manager and the Union Representative who will make a determination on an appropriate resolution. The Human Resource Manager and the Union Representative will attempt to resolve within ten (10) days and ensure the resolution is fair and reasonable in the circumstances.
- (b) At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event

that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement.

- (c) The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

ARTICLE 21 - DURATION

21.01 Duration

- (a) This Agreement shall be in full force and effect from August 1, 2007 to and including July 31, 2010, 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 expirations (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) 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 give notice of strike and such strike has been implemented or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement of a new collective agreement.

21.02 No Strikes or Lockouts During This Agreement

The Union agrees not to strike and the Employer agrees not to lockout during the term of the Collective Agreement.

Signed this _____ day of _____, 2007.

FOR THE UNION:

FOR THE ARTS CLUB:

Kevin Hancock

Howard Jang

Jean Van Vliet

Bill Millerd

Karen Worrod

Jo Bergstrand

APPENDIX "A" - WAGES

Effective:	Aug. 1/06	Aug. 1/07 (4%)	Aug. 1/08 (3%)	Aug. 1/09 (3%)
Bartender	13.06	13.58	13.99	14.41
Server	10.74	11.17	11.51	11.86
Barporter	9.40	9.78	10.07	10.37
Busperson	9.87	10.26	10.57	10.89
Box Office	11.71	12.18	12.55	12.93
Usher	10.35	10.76	11.08	11.41
Barista	9.85	10.24	10.55	10.87
Dishwasher	9.87	10.26	10.57	10.89
Door Charge Attendant	11.40	11.86	12.21	12.59
Door Attendant*	11.19	12.00	12.36	12.73
Cook/Prep Cook	11.28	12.00	12.36	12.73

*Plus \$20.00 gratuity (taxed) per shift.

Assistant Manager Premium

When an employee is temporarily assigned managerial duties he/she will be compensated at a rate of four dollars (\$4.00) per hour for the entirety of his/her shift. Managerial duties will be defined as duties assigned to an employee by their department manager, which would otherwise be carried out by a manager exclusively. The forced assignment of managerial duties shall only be required in emergency situations or when other unforeseen circumstances arise.

Senior Door Attendant Premium

The most senior door attendant on shift shall receive an additional \$0.75 per hour to their classified wage rate.

APPENDIX "B" - DEFINITIONS

<u>Time Span References:</u>	References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years, unless otherwise expressly provided in this agreement.
<u>Types of Employees:</u>	
<u>Regular Employee:</u>	An employee who passed the required probationary period and works on a continuing basis.
<u>Probationary Employee:</u>	Any employee who is serving the required probationary period. If there is more than one probationary employee in a classification, shifts shall be assigned based on date of hire.
<u>Casual Employee:</u>	<p>A casual employee shall be defined as an employee who is employed to provide short term and/or emergency help.</p> <p>A casual employee shall not be employed to do work that a regular employee is available to do.</p> <p>A casual employee shall be paid the full wage rate of the classification he/she works in.</p> <p>Casual employees do not accrue classification seniority.</p>
<u>No Show:</u>	A "no show" shall mean a failure to report for scheduled work.
<u>Sunshine Shift:</u>	A sunshine shift is a shift worked on the patio weather permitting.
<u>A Posted Work Week:</u>	A posted work week shall be defined as 12:00 AM Monday to 11:59 PM Sunday. Furthermore, shifts that commence on a Sunday and finish on a Monday shall be considered to have been worked during the work week ending on that Sunday.
<u>Emergency:</u>	Is an unforeseen circumstance and/or a situation beyond the reasonable control of the Employer

LETTER OF UNDERSTANDING #1

Between

THE ARTS CLUB OF VANCOUVER THEATRE SOCIETY
(the "Employer")

And

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

It is understood and agreed to by both parties that in the event that the Employer performs any functions at the Stanley Theatre which require work to be done by any employees of the Employer, then the Employer voluntarily recognizes that any such work performed which would ordinarily fall within the unit composed of lounge staff, box office staff and ushers, shall be performed in accordance with, and subject to the terms of the collective agreement between the parties.

The parties agree that this letter of understanding shall become effective only upon ratification of the collective agreement between the parties.

Signed this _____ day of _____, 2007.

FOR THE UNION:

FOR THE ARTS CLUB:

Kevin Hancock

Howard Jang

Jean Van Vliet

Bill Millerd

Karen Worrod

Jo Bergstrand

LETTER OF UNDERSTANDING #2

Between

THE ARTS CLUB OF VANCOUVER THEATRE SOCIETY
(the "Employer")

And

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

The following employees shall continue to be paid their existing wage rate plus general wage increase for the duration of this Collective Agreement.

	Aug.1/06	Aug. 1/07 (4%)	Aug. 1/08 (3%)	Aug. 1/09 (3%)
Gavin Weddell*	15.42	16.04	16.52	17.02
Ron Mill*	13.96	14.52	14.96	15.41

* The Assistant Manager Premium shall not apply.

Signed this _____ day of _____, 2007.

FOR THE UNION:

FOR THE ARTS CLUB:

Kevin Hancock

Howard Jang

Jean Van Vliet

Bill Millerd

Karen Worrod

Jo Bergstrand

LETTER OF UNDERSTANDING #3

Between

THE ARTS CLUB OF VANCOUVER THEATRE SOCIETY
(the "Employer")

And

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

Re: Two Full-Time Fixed Box Office Positions

It is agreed between the Parties that the Employer, at its sole discretion, shall have the right to create up to two (2) full-time fixed (40 hours/week) Box Office positions. If the Employer decided to implement full-time fixed positions, the following terms and conditions shall apply:

- (a) These positions shall be posted and filled in following with the standard procedures as laid out in Clause 5.03 and Article 7 of the Collective Agreement.
- (b) Once successful applicants have been selected, their schedules shall normally remain fixed for a one (1) year period from the date of their appointment.
- (c) Where the Employer decided to alter an employees' fixed schedule (i.e. alter start or finish times by more than one-half (1/2) hour, or change days off), the position will be re-posted.
- (d) Employees that apply for and are awarded full-time fixed positions shall not be eligible to apply for any other vacancy for a period of six (6) months from the date of their appointment, except at the Employer's discretion.
- (e) Clauses 4.10 (b) (i), (ii), and (c) (the practice of flexible scheduling) shall not apply to full-time fixed schedules.
- (f) It is understood that over the term of this Collective Agreement, either Party may request to meet and discuss the alteration or deletion of the terms and conditions of this L.O.U.

Signed this _____ day of _____, 2007.

FOR THE UNION:

FOR THE ARTS CLUB:

Kevin Hancock

Howard Jang

Jean Van Vliet

Bill Millerd

Karen Worrod

Jo Bergstrand

LETTER OF UNDERSTANDING #4

Between

THE ARTS CLUB OF VANCOUVER THEATRE SOCIETY
(the "Employer")

And

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

Re: Optional Hours of Work on Sixth Day

Notwithstanding the provisions of Clauses 4.02 and 4.04, the Parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement. Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on a sixth (6th) work day, provided that the additional hours do not result in the employee working more than forty (40) hours in the six (6) days at straight time. Such an employee may decline the additional hours without affecting his/her rights under this Agreement. All sixth shifts shall be offered in order of seniority in the classification where the work is available.

Signed this _____ day of _____, 2007.

FOR THE UNION:

FOR THE ARTS CLUB:

Kevin Hancock

Howard Jang

Jean Van Vliet

Bill Millerd

Karen Worrod

Jo Bergstrand

LETTER OF UNDERSTANDING #5

Between

THE ARTS CLUB OF VANCOUVER THEATRE SOCIETY
(the "Employer")

And

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

Re: Disclosure of Personal Information to the Union

- (a) Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union will require the disclosure by the Employer of personal employee information. As such, the Employer agrees to release the required information to the Union on the understanding that it will be relevant to a specific issue or grievance covered by the terms of this Collective Agreement. Release by the Employer of personal health information shall require the employee's prior written authorization.
- (b) The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation.

Signed this _____ day of _____, 2007.

FOR THE UNION:

FOR THE ARTS CLUB:

Kevin Hancock

Howard Jang

Jean Van Vliet

Bill Millerd

Karen Worrod

Jo Bergstrand

LETTER OF UNDERSTANDING #6

Between

THE ARTS CLUB OF VANCOUVER THEATRE SOCIETY
(the "Employer")

And

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

Re: Split Sift Premium for Front of House (Usher Classification)

The Union and the Employer agree that for the duration of the Collective Agreement split shift premiums as per clause 4.12 (b) and (c) will not apply to the position of ushers.

The Union may, upon thirty (30) days written notice, cancel this L.O.U., whereby the existing terms as laid out in the Collective Agreement will apply.

Signed this _____ day of _____, 2007.

FOR THE UNION:

FOR THE ARTS CLUB:

Kevin Hancock

Howard Jang

Jean Van Vliet

Bill Millerd

Karen Worrod

Jo Bergstrand