



# UNITED STEELWORKERS OF AMERICA

## LOCAL 1-2171

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## *PRIME TIME ENTERPRISES LTD.*

## *2008 – 2009 COLLECTIVE AGREEMENT*

*Effective: January 1, 2008*  
*Expires: December 31, 2009*

**THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008 and effective December 31, 2009.**

**BETWEEN:**

**PRIME TIME ENTERPRISES LTD.  
Acting as Management for the Regional  
District of Mount Waddington  
(Hereinafter known as the "Company").**

**AND:**

**UNITED STEELWORKERS LOCAL 1-2171  
(Hereinafter known as the "Union").**

**PREAMBLE:**

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

**ARTICLE I - BARGAINING AGENCY**

**Section 1: Recognition**

- (a) The Company recognizes the Union as the bargaining agent for the employees in a unit composed of employees in the maintenance of the Port McNeill Regional Arena, except those excluded by the Labour Code of British Columbia Act, employed by the Company.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the Bargaining Unit, it shall be subject to grievance procedure as provided in Article XVIII, Section 1, Step Four and in the event of failure to reach a satisfactory settlement, it shall be dealt with by arbitration as set forth in Article XX, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the Bargaining Unit to a job outside the Bargaining Unit, providing that no dispute arises within the meaning of Clause (b) herein.

## **Section 2: Meetings**

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employees.

## **Section 3: Bargaining Authority**

The Company agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification that they will recognize during the term of this Agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

## **Section 4: Access to Operation**

Official Union representatives shall obtain access to the Company's operation for the purpose of this Agreement by written permission, which will be granted by the Company on request and subject to such reasonable terms and conditions as may be laid down by the Management.

# **ARTICLE II - EMPLOYER'S RIGHTS**

## **Section 1: Management and Direction**

The Management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against employees.

## **Section 2: Hiring and Discipline**

The Company shall have the right to select its employees to discipline or discharge them for proper cause.

## **Section 3: Working Management**

Management shall be part of the Bargaining Unit and therefore may hold a working position.

# **ARTICLE III - UNION SECURITY**

## **Section 1: Co-operation**

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

## **Section 2: Union Shop**

All employees who entered the employment of the Company on or after December 1, 1986, and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

## **Section 3: Maintenance of Membership**

Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

## **Section 4: Discharge of Non-Members**

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain his membership.

## **Section 5: Union Membership**

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the USW Constitution and in accordance with the By-Laws of the following Local Unions: Nos. 1- 2171, 1-80, 1-85, 1-118, 1-3567, 1-363, which the Local Unions have certified as being correct.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

## **Section 6: Check-off**

The Company shall require all new employees at the time of hiring to execute the **Check-Off** assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

This Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

## **Section 7: Social Insurance Number**

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

## **ARTICLE IV - SHOP COMMITTEE**

### **Section 1: Definition**

For the purpose of this Agreement, when the term "Shop Committee" is used, it shall mean Shop or Plant Committee, members of which are appointed by the Union.

### **Section 2: Composition**

The Shop Committee shall consist of not less than two (2) employees and not more than four (4) employees with completed probationary period of employment with the Company who are members of the Union and, wherever possible, they shall be selected on a departmental basis.

### **Section 3: Notification**

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members on the Shop Committee. The Union or Shop Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.

### **Section 4: Exceptions**

The provisions of Sections 1, 2, and 3 will not apply in reference to:

- (a) Article XV - Industrial Health & Safety Committee, where the members are designated according to the provisions of the Workers' Compensation Act, and
- (b) Article XIX - Right of Reference Committee.

## **ARTICLE V - HOURS OF WORK**

### **Section 1: Hours and Overtime**

- a) The regular hours of work covering the employees at the Port McNeill Arena shall be eight (8) hour shifts - eight (8) hours a day and forty (40) hours per week, with rate and one half for all hours worked over eight (8) hours per day, and double straight time rates shall be paid for all hours worked in excess of eleven (11) hours per day.
- (b) Ten Hour Shifts - ten (10) hours a day and forty (40) hours per week, with rate and one half for all hours worked over ten (10) hours per day, and double straight time rates shall be paid for all hours worked in excess of eleven (11) hours per day.

- (c) Sports Schedule: in arranging schedules for the employees in the ice arena, the schedules shall be arranged on the following basis:
- (i) The work week shall consist of seven (7) consecutive days, eight hours shifts (8), shall have two consecutive days off, ten hour shifts (10), shall have three consecutive days off.
  - (ii) When more than twenty-two (22) shifts are worked on this seven-day schedule in any month, overtime rates will apply.
  - (iii) Overtime shall not be paid for Saturday or Sundays worked in this seven (7) day schedule.
  - (iv) Employees called to work on their regular days off shall be paid rate and one-half, except as provided for in Section 1 (a) above.
  - (v) These shifts may be varied by mutual consent between management and employee but must be in compliance with the Hours of Work Act.

## **Section 2: Posted Hours of Work**

Shifts shall be eight (8) or ten (10) straight hours, with the lunch break to be taken at times determined by Management with reasonable regard to the employee's convenience, in the building; all employees on eight (8) straight hours shall be entitled to two (2) ten-minute rest periods, all employees on ten (10) straight hours shall be entitled to three (3) ten-minute rest periods during the shift.

- (a) Exceptions: When there is two (2) or more full time workers to man a shift or during times when the facility does not require supervision, eg. (summer maintenance), each shift shall consist of eight and one half or ten and one half hours with one-half hours allowed for a meal break. Rest periods will remain the same as set out above.
- (b) Statutory Holiday Pay: All employees required to work on a Statutory Holiday will receive rate and one-half for all hours worked and double time rate for all hours worked over eleven (11) hours in addition to the Statutory Holiday pay.

## **Section 3: Casual Work:**

- (a) The term "casual work" as used in this Agreement shall only apply to employees hired on a temporary basis.
- (b) Casual workers will not be used to displace regular full-time employees.
- (c) Casual workers used to replace regular job holders for vacation purposes or other authorized leave of absences, will receive the rate of pay for the job category they are doing (with exception of trainees).

## ARTICLE VI - TECHNOLOGICAL CHANGE

### Section 1: Advance Notification

The Company shall notify the Shop Committee and the Union not less than six (6) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.

### Section 2: Retraining

The Company shall cooperate with the Government of British Columbia and participate in every way possible in training or retraining of employees so affected.

### Section 3: Rate Adjustment

- (a) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of his regular job at the time of the set-back for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be mid-way between the rate of his regular job at the time of the set-back and the rate of his regular job. At the end of this 6-month period, the rate of his regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in Section 4 below, providing he exercises this option within the above-referred to 6-month period.
- (b) Following an application of (a) above, where an employee is set back to a lower paid job because of an application of Article XIII - Seniority brought on by mechanization, technological change or automation, he will receive the rate of his regular job at the time of the set-back for a period of three (3) months and for a further period of three (3) months he will be paid an adjusted rate which will be mid-way between the rate of his regular job at the time of the set-back and the rate of his new regular job. At the end of this 6-month period, the rate of his new regular job will apply.

### Section 4: Severance Pay

Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of one week's pay for each year of service with the maximum of thirty (30) weeks' pay. This Section shall not apply to employees covered by Section 3 (b) above.

## ARTICLE VII - WAGES

- (a) The Parties hereby agree that wages for all employees covered by this Agreement shall be paid in accordance with Wage Supplement No. 1 attached hereto.
- (b) The Company will pay the cost of training and retraining for Survival First Aid Certificates to designated duty First Aid Workers on successful completion of the course. No present employee will be required to obtain a First Aid Certificate other than by mutual consent, nor will he be discharged or replaced for not obtaining a ticket.

- (c) The Company will pay the cost of training for a B.C. Refrigeration Operators Certificate on the successful completion of the course. All present employees will be given two years to successfully complete the B.C. Refrigeration Operators Certification.
- (d) The following provisions shall apply to new or significantly revised jobs and/or equipment:
  - (i) Advance notice of change to Local Union.
  - (ii) New jobs shall be posted in accordance with Article XIII, Section 4 (a). Significantly revised jobs shall be posted if requested by the Shop Committee.
  - (iii) An employee shall receive the rate of his previously held job until such time as a new rate is negotiated
  - (iv) The applicant shall have the right to revert to his original job within thirty (30) working days providing his old job still exists, Management shall have the right to permit the training of a replacement.
  - (v) When a permanent rate is agreed upon, the employee shall receive the difference between that rate and his interim rate from the date he started the new or revised job.
  - (vi) Rate negotiations to be guided by the following principles:
    - Job analysis to be based on all factors including skill, knowledge, responsibility and job conditions*
  - (vii) **If the Provincial minimum wage is reduced, the current rates will not roll back.**
- (a) **If the economic circumstances of the Company improve, the parties agree for a wage re-opener that will allow for discussions on alternate compensation and improvements.**

**ARTICLE VIII - PAY DAYS**

The Company shall provide for pay days at least twice monthly with an itemized statement of earnings and deductions.

**ARTICLE IX - STATUTORY HOLIDAYS  
AND PERSONAL FLOATING HOLIDAY**

**Section 1: Statutory Holidays**

All employees in the Port McNeill Regional Arena covered by this Agreement who work on New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and any other holiday proclaimed by the Federal or Provincial Government will be paid rate and one-half for all hours worked.



## **Section 2: Qualifying Conditions**

- (a) An employee to qualify for Statutory Holiday pay must comply with each one of the following three conditions:
  - (i) Have been on the payroll thirty (30) calendar days immediately preceding that Holiday.
  - (ii) Have worked his last regularly scheduled work day before; and his first regularly scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
  - (iii) Notwithstanding (b) above, the employee must have worked one day before and one day after the holiday, both of which must fall within a period of sixty (60) calendar days.
- (b) In case of injury or illness in (ii) above, the employer shall have the right to request a medical certificate.
- (c) Employees while on Leave of Absence under Article XIV, Section 7 (a) or any employees while members of a negotiating committee under Section 7 (b) thereof shall not qualify for paid statutory holidays.

## **Section 3: Holidays Which Fall On Employees Regular Days Off**

When a Statutory Holiday falls on an employee's regular day off, a day in lieu of the holiday shall be given on the day before the days off; or directly after the days off, unless employee chooses to bank the day as in Section 9: (c) herein.

## **Section 4: Weekly Work Schedule**

Hours paid as Statutory Holiday pay shall not be included in the weekly work schedule.

## **Section 5: Holiday Shift**

An employee working on a paid holiday shall be paid in addition to his holiday, rate and one-half for any hours worked on a shift designated as the "holiday shift".

## **Section 6: Casual Employees**

It is agreed that casual employees shall not qualify for statutory holiday pay

## **Section 7: Arrangement for Change**

In the event of a Statutory Holiday falling on a Tuesday, Wednesday, or Thursday and where the Company and Shop Committee mutually agree, the said holiday may be observed the preceding Monday or following Friday respectively.

### **Section 8: Personal Floating Holiday**

This Personal Floating Holiday is in Lieu of the proposed Heritage Day.

- (a) Regular full-time employees will be granted one Personal Floating Holiday during each contract year of this Agreement and will be paid at his regular job rate of pay.
- (b) The Personal Floating Holiday shall be arranged at a time suitable to both employee and employer with the condition that the employee apply at least two (2) weeks in advance.
- (c) To qualify, a new employee must have been on the payroll for not less than ninety (90) consecutive calendar days.
- (d) A Personal Floating Holiday shall not be scheduled on an employee's regular rest day.

### **Section 9: Banking of Overtime**

The employees will have the option to bank overtime and take time off with pay in lieu of banked overtime and take time off with pay in lieu of the overtime pay, under the following provisions.

The banking will be one and one-half (1 ½) hours in the bank for every hour worked, at time and one-half.

- (a) The banking will be two (2) hours in the bank for every hour worked, at double time.
- (b) If a Statutory holiday falls on employees regular day off, the day may be added to the bank.
- (c) The time off with pay from the bank must be taken at a mutually agreed date.
- (d) The discretion on whether to bank time or take overtime premium pay will be vested exclusively with the employee.

## **ARTICLE X - VACATIONS WITH PAY**

With respect to annual vacations and vacation pay, the following provisions will apply:

### **Section 1: One to Two Years' Service**

The annual vacation for employees with one (1) to two (2) years' service covered by this Agreement shall be two (2) weeks, and the pay therefore shall be based upon four percent (4%) of the total wages or salary earned by the employee during the period of entitlement.

### **Section 2: Two to Eight Years' Service**

- (a) The annual vacation for employees with two (2) to eight (8) years' service covered by this Agreement shall be three (3) weeks, and the pay therefore shall be based upon six percent (6%) of the total wages or salary earned by the employee during the period of entitlement.

- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation period provided for in Section 1 herein.

**Section 3: Eight to Sixteen Years' Service**

- (a) The annual vacation for employees with eight (8) to sixteen (16) years' service covered by this Agreement shall be four (4) weeks, and pay therefore shall be based upon eight percent (8%) of the total wages or salary earned by the employee during the period of entitlement.
- (b) The additional one (1) week vacation provided for in this Section may be taken when convenient for the Company but does not have to be consecutive with the vacation periods provided for in Section 1 and 2 herein.

**Section 4: Sixteen to Twenty-four Years' Service**

The annual vacation for employees with sixteen (16) to twenty-four (24) years' service covered by this Agreement shall be five (5) weeks, and the pay therefore shall be based on eleven percent (11%) of the total wages or salary earned by the employee during the period of entitlement.

- (a) Subject to the provisions of Section 7 herein, the additional one week vacation provided for in this Section may be taken consecutively with the vacation periods provided for in Section 1, 2 or 3.

**Section 5: Twenty-four Years' Service**

The annual vacation for employees with twenty-four (24) years' service covered by this Agreement shall be six (6) weeks, and the pay therefore shall be based upon thirteen percent (13%) of the total wages or salary earned by the employee during the period of entitlement.

- (a) Subject to the provisions of Section 7 herein, the additional one (1) week vacation provided for in this Section may be taken consecutively with the vacation period provided for in Sections 1, 2, 3 or 4.

**Section 6: Vacation Pay on Termination**

An employee whose employment is terminated shall receive vacation pay at the appropriate rates or salary earned during the period of entitlement in accordance with the employee's years of service.

**Section 7: Vacation Time**

- (a) Vacation for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.
- (b) Vacation pay shall be paid an employee upon request within fourteen (14) days after completion of said vacation year in which he becomes entitled to receive his vacation.
- (c) All earned vacations must be taken.

## **Section 8: Leave of Absence**

The following shall be considered as days actually worked for determining vacations with pay for an employee after one (1) continuous year of employment:

- (a) Absence due to Workers' Compensation claim, provided that the employee returns to his employment and the injury occurred while working for Prime Time Enterprises Ltd.
- (b) Absence due to illness up to a period of one (1) year, provided that the employee returns to his employment. The Company shall have the right to request a certificate from a qualified medical practitioner.
- (c) Absence due to bereavement leave in accordance with the terms and conditions of Article XIV, Section 5.
- (d) Absence due to time served on jury duty, including Coroner's jury, or time served as a Crown witness or Coroner's witness in accordance with the terms and conditions of Article XIV, Section 6.
- (e) Any other absence duly approved by the employer in writing shall be credited towards entitlement of annual vacation pay, but time spent on such Leaves of Absence shall not be counted in computing vacation pay.

## **Section 9: Employment Standards Act**

Part 4 - Annual Vacation of the Employment Standards Act, S.B.C., 1980, C.10 and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

## **ARTICLE XI - CALL TIME**

### **Section 1: Where No Work**

- (a) employee who is called for work and on reporting finds no work available due to reasons beyond his or her control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Company gives sufficient notice cancelling said call.
- (b) An employee called out on overtime shall receive not less than two (2) hours' pay at the applicable overtime rate.

### **Section 2: Where Work Commences**

In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours' work the employee shall receive four (4) hours' pay.

## **ARTICLE XII - HEALTH AND WELFARE**

### **Section 1: Institution**

It is agreed that a Health and Welfare Plan be instituted in accordance with the principles hereinafter set out. The name of the Plan shall be: "IWA-Forest Industry Health and Welfare Plan."

All improvements to the benefit plans as negotiated in the Coast Master Agreement will be incorporated into this Agreement.

### **Section 2: Board of Trustees**

A Board of Trustees will be constituted composed of three (3) members representing USW and three (3) members representing Forest Industrial Relations Limited, to be responsible for the placement and administration of the Plan.

### **Section 2: Insurance Coverage**

The following coverage will be instituted on an industry-wide basis with a common carrier:

- (a) Group Life Insurance for each qualified employee - \$100,000.
- (b) Accidental Death & Dismemberment Insurance for each qualified employee - \$100,000.
- (c) Weekly Indemnity as follows: Effective July 1, 2004 in the amount of Four Hundred and Forty Nine Dollars (\$449) per month for twenty-six (26) weeks.

### **Section 4: Medical Coverage**

Medical coverage, including Extended Health Benefit coverage, shall be provided by the Company at no cost to the employee. The Extended Health Benefit coverage shall include:

- (a) Hospitalization coverage up to a maximum of \$8.50 per day.
- (b) Effective June 15, 1999, payment the vision care limit will be increased to two hundred and fifty (\$250) per person in any twenty-four (24) consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription.
- (c) Effective January 1, 2008 prescribed oral birth control pills and IUD's will be covered. This excludes morning after pills.

### **Section 5: General Principles**

- (a) Premium cost for insurance shall be paid by the Corporation.
- (b) Participation in the Plan is to be a condition of employment.

- (c) Any new employees who have not had previous coverage will be eligible for benefits from the first day of the month following the month employment started.
- (d) Coverage will be portable in any units covered by the Master Agreement and there shall be no waiting period for qualified employees changing employers within the industry.
- (d) Coverage during lay-off will be provided as follows: Employees with one (1) or more years' service..... One (1) month.

#### **Section 6: Dental Plan**

- (a) A Dental Plan will be provided based on the following principles:
  - (i) Basic dental services (Plan A) - Plan pays 80% of approved schedule of fees.
  - (ii) Prosthetics, crowns and bridges (Plan B) - Plan pays 60% of approved schedule of fees.
  - (iii) Orthodontic (Plan C) - Plan pays 60% of approved schedule of fees (lifetime maximum of \$2,000).
- (b) The principles set out in Section 6 shall apply to the Dental Plan.

#### **Section 7: Long Term Disability Plan**

A Long Term Disability Plan (industry-wide) will be provided based on the following general principles:

- (a) The Plan will become effective January 1, 1985.
- (b) Effective July 1, 1988, the Plan to be funded on a 50/50 cost sharing basis with contributions of thirty-nine cents (80c) per hour per employee per hour worked, of which the Company will contribute nineteen and one-half cents (.40c) and the employee will contribute nineteen and one-half cents (.40).
- (c) Effective July 1, 2004, employees who become disabled on or after January 1, 2004 shall be eligible to apply for LTD benefits after a 26 week qualifying period.

### **ARTICLE XIII - SENIORITY**

#### **Section 1: Principle**

The company recognizes the principle of seniority, competency considered.

## **Section 2: Reduction & Recall of Forces**

- (a) (i) In the event of a reduction of forces the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions, the application of plant seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its rights under his provision, they shall notify the Shop Committee as soon as possible.
- (ii) When recalling forces after a period of lay-off following a reduction of forces, an employee shall be recalled in order of his seniority subject to the competency of the person involved and the provisions of Section 1.
- (b) During a reduction of forces where an employee's seniority is such that he will not be able to keep his regular job, he may elect whether or not to apply his seniority to obtain a higher paid job, a lower paid job or a job paying the same rate of pay or accept a lay-off until his regular job becomes available, provided, however:
- (c) If during the lay-off period the employee wishes to return to work and so notifies the Company, he shall be called back to work as soon as his seniority entitles him to a job.

## **Section 3: Retention During Layoff**

It is agreed between the Parties that seniority during lay offs shall be retained on the following basis:

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.

A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) days work.

It shall be the employer's responsibility to maintain a address file of his employees and it shall be the employee's responsibility to notify his employer in writing of any change of address.

## **Section 4: Probationary Period**

Notwithstanding anything to the contrary contained in this agreement it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for thirty (30) working days, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of thirty (30) working days, they shall be regarded as regular employees, and shall the be entitled to seniority dating from the day on which they entered the Company's employ, provided however, that the probationary period of thirty (30) calendar days shall only be cumulative within the three (3) calendar months following the date of entering employment.

### **Section 5: Seniority List**

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name and starting date with the Company and the starting date for department seniority of each regular employee. The Company will advise the Union once each month of changes to the said list.

### **Section 6: Reinstatement**

In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit provided however that supervisory workers reinstated in the bargaining unit must return to the job held at the time of their promotion to a supervisory position.

### **Section 7: Seniority and Subcontracting**

The Company will extend its Consultative and remedial processes in connection with subcontracting in order to establish closer lines of communication with the Union with respect to giving reasonable notice to its intentions and exploring ways and means of integrating senior employees into other jobs where subcontracting takes place. Contractors will not be used to replace regular employees.

## **ARTICLE XIV - LEAVE OF ABSENCE**

### **Section 1: Injury or Illness**

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate it requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Management as soon as may be reasonably possible.

### **Section 2: Maternity Leave**

The Company will grant a reasonable period of extended maternity leave without pay to female employees where there is a valid reason.

### **Section 3: Written Permission**

Any employee desiring Leave of Absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Section 1 above.

### **Section 4: Compassionate Leave**

The Company will grant Leave of Absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:



- (a) That the employee apply at least one month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the application, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

#### **Section 5: Bereavement Leave**

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate Leave of Absence for which he shall be compensated at his regular straight time hourly rate of pay for his regular work schedule for maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, father-in-law, mother-in-law, step-parents, grandparents, grandparents-in-law, grandchildren, sons-in-law, daughter-in-law and step-children.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

#### **Section 6: Jury Duty**

- (a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he would normally have worked, will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and his regular straight time hourly rate of pay for his regular scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.
- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

#### **Section 7: Union Business**

- (a) The Company will grant Leave of Absence to employees who are appointed or elected to Union Office for a period up to and including one (1) year. Further Leave of Absence may be granted by mutual consent. The employee who obtains this Leave of Absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.

- (b) The Company will grant Leave of Absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of the USW, in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, is agreed that before the employee receives this Leave of Absence, as set forth in Clause (a) and (b) above, the employer will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days. Only one employee at a time may obtain leave under the above sections.

## **ARTICLE XV - INDUSTRIAL HEALTH & SAFETY COMMITTEE**

### **Section 1: Composition**

- (a) The management of every operation shall maintain an Industrial Health & Safety Committee consisting of two (2) members.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation with at least one (1) year's experience in that type of operation over which their inspection duties shall extend.

### **Section 2: Duties**

The general duties of the Industrial Health & Safety Committee shall be as directed by the regulations made pursuant to the Workers' Compensation Act and shall meet at least once per month.

### **Section 3: Pay for Meetings**

- (a) The Company will pay straight time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Industrial Health & Safety Committee meetings outside of working hours.
- (b) The uniform rate to be paid to employee members under Clause (a) herein shall be **\$10.82 per hour**.

### **Section 4: Meetings During Work**

Where Industrial Health & Safety Committee Meetings are held during working hours with the consent of the Management, employees' time will not be deducted for attending such meetings or investigations into accidents.

### **Section 5: Investigations**

In the case of a fatal accident, the Industrial Health & Safety Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

## **Section 6: Cessation of Work**

Any one or all employees working in the immediate proximity when a fatal accident has occurred may, without discrimination, refrain from working the balance of the shift.

## **ARTICLE XVI - SAFETY EQUIPMENT**

The Company shall supply free of charge to employees all safety equipment required to be worn under Workers' Compensation Board regulations, of the Joint Safety Committees.

## **ARTICLE XVIII - ADJUSTMENT OF GRIEVANCES**

### **Section 1: Procedure**

The Company and the Union mutually agree that, when a grievance arises in the Arena coming under the terms of this Agreement, it shall be taken up in the manner set out below:

#### Step One

The individual employee involved shall first take up the matter with the foreman directly in charge of the work within fourteen (14) days of the date of the said grievance.

#### Step Two

If the question is not satisfactorily settled in this way, the same individual, with the Shop Committee, shall take up the problem with the foreman.

#### Step Three

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with either the foreman or manager, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the foreman, shall be exchanged by the parties concerned.

#### Step Four

If the problem is not then satisfactorily resolved, it shall be referred to the Union and the Management.

#### Step Five

If a satisfactory settlement is not then reached, it shall be dealt with by Arbitration as set forth in Article XX.

### **Section 2: Time Limit**

If a grievance has not advanced to the next stage under Step Two, Three, Four or Five within fourteen (14) days after completion of the preceding stage, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee, the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## ARTICLE XIX - RIGHT OF REFERENCE

### Section 1: Right to Refer

If the two parties fail to agree upon an interpretation of the Agreement, either Party shall have the right to refer the matter to the Right of Reference Committee hereinafter provided, and if either Party does make such reference, the other party must accept the reference.

### Section 2: Committee Composition

The Right of Reference Committee shall consist of three (3) representatives selected by the Union Negotiating Committee; and three (3) representatives selected by the Company represented in the negotiation of this Agreement; and the two (2) Committees may be represented by one or more parties selected by them.

### Section 3: Agreement

When an interpretation of the Agreement has been referred to the Right of Reference Committee, this reference shall be for a period of forty-eight (48) hours or longer by mutual consent of the Parties to this Agreement. In case the Right of Reference Committee agrees upon a recommendation or interpretation, this shall be furnished in writing to the Union and to the Company.

### Section 4: Disagreement

In the event the Right of Reference Committee members disagree, all the facts in the case as found by the Union and the Union members of the said Committee shall be placed in writing by the Union representatives and submitted to the Company and to the Union members involved. The facts in the case, as found by the Company and the members of the said Committee shall be placed in writing and given to the Union-member employees for their information.

### Section 5: Arbitration

If a satisfactory interpretation of the point in question is not reached, either Party may refer to arbitration as hereinafter provided.

## ARTICLE XX - ARBITRATION

### Section 1: Interpretation

- (a) In the case of any dispute arising regarding the interpretation of this Agreement or the application of Article I, Section 1 thereof, which the Parties hereto are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:

*Either Party may notify the other Party in writing, by registered mail, of the question or questions to be interpreted*

- (b) All decisions will be final and binding upon the Parties of the First and Second Parts.
- (c) The Parties agree to jointly seek an interpreter to be agreed upon mutually.
- (d) In the event that the interpreter as provided for in (c) herein is not available or is not agreed on to preside as interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a County Court Judge of the Province to preside as interpreter for the dispute then pending.

## **Section 2: Grievances**

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XVIII, the matter shall be determined by arbitration in the following manner:

*Either Party may notify the other Party in writing, by registered mail, of the question or questions to be arbitrated.*

After receiving such notice and statement, the Arbitrator and the other Party shall, within three (3) days acknowledge receipt of the question or questions to be arbitrated. The Arbitrator shall be appointed by mutual agreement between the two Parties. In the event there is no agreement, the Arbitrator will be appointed by the Ministry of Labour.

- (b) The decision of the Arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (c) If the Arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights and privileges preserved under the terms of this Agreement, provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Section.
- (d) The Arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing.

## **Section 3: Cost Sharing**

The Parties of the First and Second Parts shall bear in equal proportions the expenses and allowances of the Arbitrator and stenographic and secretarial expenses, and rent connected with his duties as Arbitrator.

## **Section 4: Place of Hearing**

Any arbitration to be held hereunder shall be held within the boundaries of the Campbell River Regional District or at such other place as may be decided by the Parties.

## ARTICLE XXI - STRIKES AND LOCKOUTS

There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

- (a) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counselled, aided or brought about on its part.
- (b) In the event of a strike during the term of this Agreement, the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

## ARTICLE XXII - NOTICE OF TERMINATION

When a regular full-time employee is terminated, except for cause, notice shall be provided as follows:

- (a) Two weeks notice shall be given prior to the effective date of lay-off.
- (b) One additional week's notice shall be given for such subsequent completed year of employment up to a maximum of eight weeks' notice.
- (c) The period of notice shall not coincide with an employee's annual vacation.
- (d) A regular full-time employee who has been given notice of termination will be paid severance pay as follows:
  - (i) employees with less than three (3) years of service; two (2) weeks' severance pay.
  - (ii) employees with three (3) or more years of service; one (1) additional week's severance pay for each completed year of service to a maximum of eight (8) weeks' severance pay.
- (e) Severance pay will only be paid following expiration of seniority as outlined in Article XIII, Section 2 and 3.
- (f) A regular full-time employee who has been given notice of termination may elect severance pay in lieu of the right to seniority and recall as outlined in Article XIII, Section 2 and 3.

## ARTICLE XXIII - DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st. day of **January, 2008 to midnight the 31<sup>st</sup> day of December 2009** and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of Second Part, within four (4) months immediately preceding the **1st. day of January 2010**. If no agreement is reached or until negotiations are discontinued by either Party.

- (b) The Parties hereto agree that the operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c. 82, is excluded from the Collective Agreement.

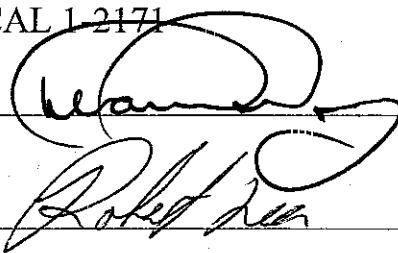
CONDITIONS

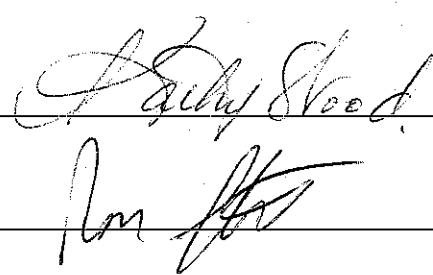
- (a) The employees at the Port McNeill Regional Arena will collect fees for rental from clients for use of the ice, dry floor and or skate shop, etc. Management must provide a box with a padlock for these fees to be kept in and employees will not be held responsible for loss of money through theft or break-ins or failure of payment of fees by clients.
- (b) Any employee who is required to obtain upgrading or a ticket will be reimbursed by the Company upon successful completion of a correspondence course and required materials; or for any lost time due to training or testing for a maximum of three (3) weeks.
- (c) Any employee who is required to obtain upgrading or a ticket will be reimbursed by the Company upon successful completion of a correspondence course and required materials: or for any lost time due to training or testing for a maximum of three (3) weeks.

DATED THIS 25 DAY OF February 2008.

FOR THE UNION:  
UNITED STEELWORKERS  
LOCAL 1-2171

FOR THE COMPANY:  
PRIME TIME ENTERPRISES LTD.

  
\_\_\_\_\_

  
\_\_\_\_\_

E. & O.E.

/KD  
USW 1-2171

**PORT MCNEILL REGIONAL ARENA**

**PRIME TIME ENTERPRISES**

**JOB DESCRIPTIONS**

**GENERAL MAINTENANCE/ICE MAKING STAFF**

- Must have a B.C. Refrigeration Operators Certificate to be employed at the Port McNeill Regional Arena or shall be required to complete their certification within two (2) years from start date unless otherwise specified by law.
- Will be responsible for taking necessary compressor readings as directed.
- Will be responsible for taking proper security measures when opening and securing the facility at the beginning and end of each business day.
- Shall be responsible for the safety, supervision and well being of the general public and part time staff as well as the facility while on shift.
- Must man the skate shop and sharpen skates as required.
- Must ensure rental agreements for the use of the facility and equipment are signed and dated before usage as required by management.
- Collect fees from clients for use of the ice, dry floor, skate shop, etc. and show records thereof.
- Must ensure the overall cleanliness of the facility, inside and out at all times.
- Must ensure the facility is prepared for all scheduled bookings.
- Must be timely, tidy and clean in appearance.
- Good public relations are to be exercised at all times.

This general job description is in no way to be construed as restrictive and other duties may be assigned from time to time.

**JOB OUTLINES AND PAY SCALE**

|                          | <b>Effective</b>           | <b>Effective</b>           |
|--------------------------|----------------------------|----------------------------|
|                          | <b><u>Jan. 1, 2008</u></b> | <b><u>Jan. 1, 2009</u></b> |
| <b>TRAINEE ICE MAKER</b> | <b>\$ 12.00</b>            | <b>\$ 12.00</b>            |

- Must learn basic ice making and maintenance procedures.
- Must show an aptitude for public relations.
- Must be able to manage a shift without supervision within 15 working days.
- Will maintain in this position for a minimum of ninety working days unless otherwise advanced by Management.

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**ICE MAKER 1:** **\$ 17.70** **\$ 17.70**

- Must have a minimum of 90 days experience in ice making and building maintenance.
- Must have a thorough knowledge of emergency and evacuation procedures.
- Must have a basic knowledge of the machinery and equipment within the arena.

**ICE MAKER II:** **\$ 20.00** **\$ 20.00**

- Must have a minimum of two (2) years experience in making and maintaining a sheet of ice.
- Must have a minimum of two (2) years experience in building maintenance.
- Must have a thorough knowledge of aptitude for building procedures.
- Must have a thorough knowledge of emergency procedures and be able to exercise the practical application of emergency equipment.

**ICE MAKER III:** **\$ 22.00** **\$ 22.00**

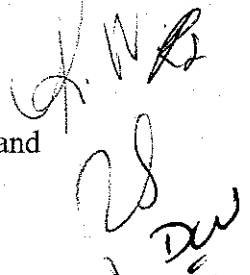
- Must have a minimum of five (5) years experience in building maintenance and making and maintaining a sheet of ice.
- Must be able to handle all aspects of the arena operations in the absence of the senior staff (with the exception of secretarial and accounting procedures).
- Shall be responsible for the upkeep and general maintenance of all the facility, machinery and equipment, (within the limitations of the B.C.R.O.C.) And report on their condition on an as required basis.
- Shall be responsible for the stock control and the ordering of janitor supplies, skate shop supplies, etc. (all orders must be authorized by Management).

**CHARGEHAND:** **\$24.00** **\$ 24.00**

- Must have full qualifications of an Ice Maker III.
- Shall be responsible for part time rink staff training and supervision.
- Shall assist Foreman in the training and supervision of full time staff.
- shall be responsible for maintaining safety and first-aid equipment.
- Shall be responsible for keeping accurate records on the facility and machinery conditions so as to comply with W.C.B. Regulations and Fire and Safety Rules.
- Shall perform machinery and building maintenance as required.
- Must be able to fill in for the Foreman on a temporary basis during his absence.

**FOREMAN:** **\$ 25.50** **\$ 25.50**

- This is a management position.
- Must be fully qualified as a Chargehand.
- Must have a B.C. Refrigeration Operators ticket.
- Must know and be able to perform all aspects of the arena function, with exception of some secretarial and accounting procedures.
- Must be able to train, supervise and discipline all part time and full time staff.
- Shall be required to be well versed in the I.W.A. Union Labour Contract.
- Shall be required to assist Management with budgetary matters pertaining to operations and maintenance.



**SECRETARY/CONCESSION HEAD:**

**\$ 20.50**

**\$ 20.50**

- Must carry out the facility secretarial programming and accounting duties.
- Shall operate and manage the concession staff, inventory, cleaning and maintenance.
- Shall be well versed in safety and emergency evacuation procedures.
- Shall be well versed in the United Steelworkers Union Labour Contract.

**GENERAL - PART TIME STAFF**

- Good public relations must be exercised at all times.
- Must be timely, tidy and clean in appearance.

**AEROBICS INSTRUCTOR:**

**\$ 17.00**

**\$ 17.00**

- Must hold current Canadian Aerobics Instructor certificate.

**JANITOR:**

**\$ 10.00**

**\$ 10.00**

- Shall perform light janitorial duties.
- Shall assist with decorating and set up for Mezzanine events.

**COOK:**

**\$ 10.00**

**\$ 10.00**

- Shall cook in the concession.
- Shall perform cleanup as required.
- Shall supervise the part time concession staff in the absence of the Concession Manager.

**CONCESSION STAFF:**

**Minimum Wage**

- Shall be responsible for the sale of concession goods and rental tickets, taking in cash and recording in the cash register and the counting and recording of the money at the end of each shift.
- Shall be responsible for cleaning concession and machinery and the re-stacking of goods on each shift.

**SKATE PATROL:**

**Minimum Wage**

**Minimum Wage**

- Shall patrol the rink playing surface to enforce the arena rules and ensure public safety.
- Shall assist with general cleanup inside and out of arena.

**DOORMAN:**

**Minimum Wage**

**Minimum Wage**

- Shall control flow of traffic into the arena for public skating and other events.
- Shall assist skate patrol with enforcing arena rules and ensuring public safety.
- Shall assist with the general cleanup inside and out of arena.

*[Handwritten signatures and initials]*  
 JWS  
 DS  
 DW

**SKATE SHOP ATTENDANT:**

**Minimum Wage**

**Minimum Wage**

- Shall rent out and sharpen skates upon request and proof of payment.
- Shall sharpen public skates according to maintenance schedule.
- Shall maintain a clean and tidy skate shop at all times.
- Shall assist with the general cleanup inside and out of the arena.

E. & O.E.

/kd  
USW Local 1-1271

*Handwritten initials/signature*

*DW*