

RATIFICATION DOCUMENT

between the

SERVOMATION INC.

and the

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

Effective from February 1, 2018 2021 to January 31, 2021 2024

HOUSEKEEPING CHANGES

The collective agreement will be formatted using the BCGEU standard formatting template (attached).

The collective agreement will be formatted using gender neutral language, replacing 'he/she' and 'him/her' with 'them', 'they' or 'their', as applicable.

ARTICLE 1 - PURPOSE AND SCOPE

1.6 Future Legislation

(a) If any article, section, paragraph, clause or phrase of this agreement is declared or held to be illegal, void or unenforceable by provincial, federal, or other law, or by decision of any court, the remaining portions of this agreement shall continue to be valid and in full force and effect and the parties shall immediately meet to review the effect of such change to this collective agreement and if necessary attempt to resolve the differences created by such change.

(b) If legislative changes are made and the collective agreement contains no provisions respecting that change or does not meet or exceed the benefit provided by the legislation then the members will be entitled to the superior benefit for as long as the legislation provides for that benefit.

ARTICLE 2 - EMPLOYEE RIGHTS

2.2 Gender Transition

The Union and Employer agree to the following regarding transgender employees at work.

(a) The Employer and the Union will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.

(b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.

(c) The Employer will continue discussions with BC Pavilion Corporation to provide safe washroom and change room facilities to all trans workers. The Employer and the Union recognizes that a trans worker has the right to use the washroom of their choice, regardless of whether or not they have sought or completed surgeries, or completed legal name or gender changes.

(d) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided/accommodated on the same terms as any other medical cost or leave.

(e) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the Employer will work with the Union and the employee to tailor a transition or support plan to the employee's particular needs. Leave of absence for gender affirming

procedures will not be unreasonably denied.

(Remaining clauses in this article will be renumbered accordingly.)

ARTICLE 3 - EMPLOYER RIGHTS

3.2 ~~Supervisors Excluded from Bargaining Unit Work~~

~~Supervisors~~ **Management** shall not perform work of the bargaining unit; except for purposes of training or in cases of emergency or due to unforeseen circumstances for a short period of time. In these situations if there is sufficient work for a minimum call, every effort shall be made to call in bargaining unit employees. Whenever possible the Employer will notify the Union in advance if it becomes necessary to use non bargaining unit personnel.

ARTICLE 4 - UNION DUES AND RECOGNITION

4.2 Information and Dues Remitted to the Union

(a) Union dues so deducted shall be remitted to the President of the Union no later than the 15th day of the month following the date of deduction. The Employer shall also provide the Union with a list of names and addresses of employees from whose wages such deductions were made, together with the amount deducted from such employees.

(b) The Employer shall make available to the Union, member information submitted with each dues tape. This information shall include the following: ~~social insurance number~~, surname and first name, address, **personal email address**, ~~sex~~, birth date, job classification number, gross pay, month-to-date dues and will be provided to the Union online, **electronically in the .csv format**.

4.6 Maintenance of Union Membership

(a) All employees in the bargaining unit who were members of the Union as of March 13, 1991, shall maintain membership of the Union and all new bargaining unit employees hired on or after that date shall, as a condition of employment, become members of the Union and maintain such membership.

(b) The maintenance of membership will be subject to the applicable labour legislation.

(c) The Employer shall provide the Union and the shop stewards, once a month, with a list containing the names of all employees who are demoted, laid off, resigned, **retired**, suspended or terminated during the previous month.

ARTICLE 5 - UNION RECOGNITION AND RIGHTS OF STEWARDS

5.1 Stewards and Leave for Steward Duties

(a) The Employer recognizes the Union's right to appoint shop stewards and the Union shall notify the Employer, in writing, of such appointments. Shop stewards shall attend to their union duties so to not unreasonably interfere with the performance of their duties as an employee, ~~and normally shall attend to grievances after their shift has been completed~~. A shop steward shall obtain the permission of their

immediate supervisor prior to leaving the workstation. Such permission shall not unreasonably be withheld. On resuming normal duties, the shop steward shall notify ~~his/her~~ **their** supervisor.

(b) Paid leave with prior permission may be granted for:

(1) investigation of a grievance of an urgent nature and assisting any employee whom the shop steward represents in presenting a grievance in accordance with Article 8 of this agreement;

(2) attending meetings called by Management;

(3) investigation of employee complaints of an urgent nature; and

(4) ~~two~~ **up to four** employees to attend meetings of the Labour Management Committee.

(c) Where paid leave is for a routine scheduled meeting, the Union will provide the Employer an LOA which provides at least one week's notice in advance.

ARTICLE 6 - TIME OFF FOR UNION BUSINESS

(a) Leave of absence without pay and without loss of seniority may be granted to an employee by the Employer, taking into consideration operation requirements for:

(1) an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives to attend to union business which requires them to leave the stadium; and

(3) a bargaining unit employee called by the Union to appear as a witness for an arbitration board.

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

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

(2) for an employee elected to the position of President, ~~or Treasurer~~ **or Executive Vice-President** of the B.C. Government and Service **General** Employees' Union **for a period of three years and the leave will be renewed upon request;**

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

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

(d) Employees requesting such leave will complete the necessary documentation prior to such leave. With the exception of (a)(2) above, the employees will complete such documentation at least 14 days prior to the commencement of the leave. The Employer will not unreasonably withhold the granting of such leaves of absence.

(e) To facilitate the administration of this article, when leave is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for such employee's salary and benefit costs.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Procedure

Should a dispute arise between the Employer and any employee or employees regarding the interpretation, application, operation or an alleged violation of the agreement, including any question as to whether a matter is arbitrable, the dispute shall be considered a grievance and an earnest effort shall be made to settle the dispute in the following manner:

Every effort shall be made by the employee and their supervisor to settle the dispute through forthright discussion. The aggrieved employee shall have the right to have their steward present in such discussion. When the aggrieved employee is a steward, they shall not act as a steward with respect to their own grievance but shall submit the grievance through a union staff representative.

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

(b) Time Limits to Present Initial Grievance - An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.1(c), not later than ~~21~~ 30 days after the date:

(1) on which he/she was **they were** notified orally or in writing, of the action or circumstances giving rise to the grievance;

(2) on which he/she **they** first became aware of the action or circumstances giving rise to the grievance.

(c) Step 2 - Subject to the time limits in Article 8.1(d), the employee may present a grievance at this level by:

(1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(2) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and

(3) transmitting the grievance to the employer designate through the Union steward.

(d) Time Limit to Reply at Step 2

(1) Within ~~14~~ 30 days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(2) The employer designate shall reply in writing to an employee's grievance within seven days of the above noted meeting with the union steward or, if the meeting is waived, within seven days of the date the parties agree to waive the meeting.

(e) Step 3 - The union designate may present, or meet with the employer designate to discuss, a grievance and the proposed remedy at Step 3:

- (1) Within ~~21~~ **30** days after the Step 2 decision has been conveyed to him/her by the employer designate; or
- (2) Within ~~21~~ **30** days after the employer designate's reply was due.
- (f) Time Limit to Reply at Step 3 - The employer designate will respond in writing to the Union within ~~21~~ **30** days of receipt of the grievance at Step 3.

8.4 Discipline and Discharge Grievances

- (a) If an employee believes they have been unjustly disciplined, suspended or discharged, such employee and shop steward may present a written grievance to the appropriate Department Manager within ~~21~~ **30** calendar days of the action taken by the Employer. The employee's grievance shall be initiated at Step 3 of the grievance procedure as set out in this article.
- (b) When an employee has been disciplined, the employee and the Union shall be provided a copy of the discipline notice to be placed on the employee's personnel file. If the employee is required to sign, acknowledging receipt of the discipline notice, it is agreed that the employee's signature only confirms receipt of the notice and not acceptance of the validity of the action taken by the Employer.

ARTICLE 11 - LABOUR MANAGEMENT COMMITTEE

11.1 Formation of Committee

The Employer and the Union agree to establish a Labour Management Committee comprised of four employer and four union representatives and shall enjoy the full support of both parties. The Committee shall meet at the request of either party at a place and time to be mutually agreed. The Committee shall meet at least once every 8 weeks **in person or virtually**. The meeting will have a time limit of up to one hour and a half.

Both parties will provide an agenda at least seven days prior to the meeting.

The Employer will provide a room/**virtual space** for the Union to caucus one hour before the meeting with the Employer will commence.

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

ARTICLE 12 - PROBATIONARY **AND TRIAL** PERIOD

12.2 Trial Period for Existing Employees

(a) For employees who assume a different role, either through promotion or lateral move, the employee shall be allowed a trial period of up to three calendar months.

(b) Should either the Employer or employee consider the placement unsuitable, they shall be returned to their former role and shall be paid their former salary plus any service increment they may have become entitled to, had they not assumed the new role.

ARTICLE 17 – JOB POSTING

17.9 Job Descriptions

Job descriptions will be written with the intent to set forth the general duties and requirements of the job and to indicate the level of skill required. Copies of job descriptions will be posted on the Personnel Office bulletin board and forwarded to the Union.

17.10 New Roles

When a new role is established or the duties or requirements of an existing role are significantly changed, Servomation and the Union will meet to discuss and agree on the salary, category, and role. If agreement cannot be reached, the matter may be referred to arbitration as provided in this agreement.

ARTICLE 19 - HOURS OF WORK

19.6 Sign-in

- (a) All concession staff must check in at the East Entrance check-in table then proceed to the secondary check-in locations on levels 1, 2, or 4.
- (b) All other employees must sign in at their designated workstation prior to their scheduled shift commencing. If signed in, an employee's pay will commence from the time their scheduled shift begins.
- ~~(c) Head cashiers must check in at the cash room and will be paid from the commencement of their scheduled shift. If signed in, a Head cashier's pay will commence from the time their scheduled shift begins.~~

ARTICLE 20 - REPORTING PAY

20.1 Guaranteed Minimum Hours

An employee reporting to work on time and in a competent manner for work on the call of the Employer shall be guaranteed a minimum of **four hours pay at the employee's classified straight-time rate of pay.**

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- ~~(a) four hours pay at the employee's classified straight-time rate of pay if the employee commences work, or~~
- ~~(b) two hours pay at the employee's classified straight-time rate of pay if the employee does not commence work.~~

ARTICLE 21 - WORK SCHEDULES AND AVAILABILITY

21.1 Work Schedules

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

- (a) The Employer will schedule employees in accordance with their classification seniority ranking availability and qualifications in that order.

(b) Employee will confirm shifts with the Employer 3 days prior to the event with their respected department. Calling the staffing office to receive a work schedule shall constitute confirmation of an employee's work schedule.

(1) Employees must be given no less than five days' notice of their work schedule in advance.

(2) It is understood and agreed by both parties that scheduling is on a weekly basis.

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

(4) Should a senior employee make a return call to the staffing office and the Employer has not filled the vacancy, the senior employee will be used to fill the vacancy, regardless that the return call was after the two hours from when the initial call was made.

(5) The Employer will keep proper documentation of confirmation calls such as the scheduled event, the date, time the message was left, the staff member who made the call and the event the employee is being called to work. The call records will be kept for 30 days and will be made available to the Union upon reasonable notice within that thirty day period.

(c) Work will be offered to employees in classification seniority to their weekly maximum of five days. Upon mutual agreement between the employee and the Employer, an employee may work a sixth day in the same workweek to a maximum of 40 hours in that workweek.

(d) While the Employer is entitled to schedule shifts of various lengths as provided for in this agreement, the Employer shall first schedule the maximum number of six to eight-hour shifts before instituting shifts of six hours or less, based on classification seniority, availability and qualifications.

(e) Where the Employer has made a change to the schedule without at least 2 days' notice and the change results in loss of work for an employee, the employee will be paid at 50% straight-time for the hours they were scheduled to work.

(f) Where the Employer makes a decision to send workers home due to lack of work, the Employer will:

- 1. send home temporary/contract workers before bargaining unit employees; then**
- 2. the Employer will canvas volunteers in seniority order, if no volunteers;**
- 3. the Employer will then send employees home in reverse classification seniority order.**

21.9 Notice Periods

(a) Employees who are requested to work without proper notification as set out in Article 21.1, above, may decline such work assignment without penalty.

(b) The Employer shall make every attempt to provide 24 hours advance notice when necessary to alter an employee's shift assignment. The alteration of shift must be confirmed by the employee. If not confirmed, and the employee appears at the East Airlock at their originally confirmed time, and there is no work available, the employee will be paid the minimum ~~two-hour~~ **four-hour** call.

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

- (1) requests for leaves will be granted in the order received;
- (2) requests for leaves by telephone or email received by the Employer in the order they are received;
- (3) employees in the classification will be notified by telephone in the order of the least senior.

~~(d) Shift Breaks~~

~~Employees are entitled to a minimum ten hours between the time they finish work and the time they begin the next shift.~~

ARTICLE 24 - VACATIONS

24.1 Vacation Year

The vacation year is January 1st to December 31st.

24.2 Vacation Entitlement

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

Service	Entitlement
1 st year of employment.....	4% of gross earnings
2 nd year of employment.....	5% of gross earnings
4 th year of employment	6% of gross earnings
6 th year of employment	8% of gross earnings
8 th year of employment	10% of gross earnings
10 th year of employment	12% of gross earnings
15 th year of employment	14% of gross earnings
20 th year of employment	16% of gross earnings
25th year of employment	18% of gross earnings

ARTICLE 25 - HOLIDAYS

25.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

Any other holiday proclaimed by the federal, provincial or municipal government for the locality in which an employee is working shall also be a paid holiday.

ARTICLE 26 - OCCUPATIONAL HEALTH & SAFETY

26.3 ~~BC Pavilion Corporation~~ **Joint** Occupational Health and Safety Committee

~~(a) The Employer and the Union shall participate in the BC Pavilion Facility Health and Safety Committee. The Union representatives shall be employees selected by the Union. The number of Servomation Union representatives shall be approved by the Committee. The Committee shall meet at such times as it may determine to discuss questions or problems which may arise with respect to the health and safety of the employees, but, in any case, shall meet not less than one time each calendar month.~~

~~In the event that there is no Facility/BC Pavilion Committee or the Facility Committee restricts membership to the BC Pavilion employees only, the parties will meet within 30 days to provide alternate structure.~~

The parties agree that the intent of this article is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure.

(a) A joint health and safety committee will be established and will function pursuant to the regulations of the *Workers Compensation Act*, with equitable union representation.

(b) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer.

~~(b)~~ **(c)** The Union's representatives on the Committee shall be paid their applicable straight-time rate of pay for all time spent at committee meetings or other approved work of the Committee held during their regularly scheduled working hours. There shall be an equal number of employer and union Servomation employees on the Facility Committee. If either party desires more than ~~two~~ **four** representatives, the Employer and the Union will agree on the number.

(d) The Committee shall meet in person or virtually. The Employer will provide a room/virtual space.

~~(c)~~ **(e)** Minutes of all committee meetings will be kept and copies posted on the safety bulletin board. Copies of the minutes will also be distributed to the Servomation Labour/Management Committee.

~~(d)~~ **(f)** The Committee shall:

- (1) carry out regular safety inspections as required by the Workers' Compensation Board Regulations;
- (2) carry out accident investigations as required by the Workers' Compensation Board Regulations;
- (3) recommend measures to attain compliance with Workers' Compensation Board Regulations and the correction of hazardous conditions;
- (4) determine that the structures, equipment, machinery, tools, methods of operation and work practice are in accordance with the Workers' Compensation Board Regulations;

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

26.13 Mental Health

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health. The Employer will support the provision of education and training in Mental Health First Aid for the health and safety representatives including stewards and members of the joint labour management committee. The course will be provided at the Employer's expense and participants shall be given leave to attend with full pay, benefits and without loss of seniority.

ARTICLE 27 - EMPLOYEE BENEFITS

27.1 Basic Medical, Dental Insurance & Vision Care Plan

- (a) Employees who work ~~750~~ **700** or more hours in a six month period shall be entitled to enrol in ~~basic medical insurance (MSP) at the single, couple or family rate and~~ the Employer's Dental, Insurance and Vision Care Plans. The Employer will make the ~~MSP and~~ benefits forms available to qualified employees.
- (b) The period of eligibility is from April 1st to September 30th and October 1st to March 31st. Employees who work ~~750~~ **700** hours or more in these six month qualification periods shall be entitled to coverage for the following six month period.
- (c) The Employer shall pay for 85% of all premiums.
- (d) The Employer shall deduct the employee's share of the benefits premium from the employee's regular pay. Where the employee's regular pay is insufficient to cover the cost of their share of the premium, in order to maintain enrolment in the plans, the employee will pay the Employer for their portion of the premiums.

27.2 Employee and Family Assistance Program

(a) An Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided by the Employer. The program will be employer-funded and confidential.

(b) The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.

27.2 **27.3** Break Rooms

The Employer shall provide Break Rooms in the Stadium as follows, based on the continuing availability and approval of the BC Pavilion Corporation:

- 1st Level Kitchen;
- **Room 201;**
- Room 228;
- Room 414;
- Room 440.

~~27.3~~ **27.4** Provided Food

- (a) The Employer will provide a wholesome meal on event days.
- (b) During Trade Shows the Employer will provide a wholesome meal at a designated location.

ARTICLE 28 - GENERAL LEAVES OF ABSENCE

28.4 ~~Maternity~~ **Pregnancy** Leave

- (a) An employee is entitled to pregnancy leave of up to 26 weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected due date of ~~her~~ **their** pregnancy at least four weeks prior to the expected due date.
- (c) The period of ~~maternity~~ **pregnancy** leave shall commence no earlier than 11 weeks prior to the expected due date. An employee may defer ~~her~~ **their** leave on the written advice of ~~her~~ **their** doctor.

28.5 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 62 consecutive weeks without pay. For a birth ~~mother~~ **parent** who takes Pregnancy Leave pursuant to Article 28.4 above, the amount of parental leave shall be up to 61 consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees can share the ~~12 months'~~ parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a ~~mother~~ **pregnant parent**, immediately following the conclusion of leave taken pursuant to Article 28.4;
 - (2) in the case of a ~~birth father~~ **partner of a pregnant parent**, following the birth and conclude within the 88 week period after the birth date;
 - (3) in the case of an adoptive parent, within 88 weeks after the child is placed with the parent.
- (e) A leave request pursuant to this article must be supported by appropriate documentation.

28.7 Entitlements Upon Return to Work

- (a) An employee who returns to work after the expiration of maternity pregnancy, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity pregnancy, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

28.10 Sick Leave

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

- (a) Employees will be permitted to call in sick on three five separate occasions in each year and will be recorded as ill if the call is made seven five hours or more prior to the start time of a confirmed shift. Thereafter in that year, when an employee calls in sick, they will be recorded as a "missed shift" unless they provide the Employer with a physician's note verifying that they were ill on the day(s) in question within seven days of the sick call, except in cases of emergency. The physician's note will indicate inability to work and contain a statement whether the employee is fit to return to work.
- (b) Calling in sick for a confirmed shift on a High Impact and/or Major Event day with less than seven five hours' notice may be recorded as a "missed shift" unless the employee provides the Employer with a physician's note, verifying illness or injury on the day in question, within seven days of the sick call or on the next shift worked, except in extenuating circumstances.
- (c) An employee off on medical leave will provide an updated physician's note every 3 months.
- (d) ~~With the exception of the physician's note referenced above, where~~ Where the Employer requires a physician's note from the employee specifying the employee's illness or injury, or employment limitations and/or capabilities, the employee will be reimbursed, upon production of receipt, for 50% of the cost of the physician's note.

28.11 Paid Sick Leave

All employees are entitled to five employer paid sick leave days per year. The days do not have to be taken consecutively.

You must have worked with your employer for at least 90 days to be eligible for the paid sick days.

28.12 Domestic or Sexual Violence Leave

An employee is entitled to up to five days paid leave and five days of additional unpaid leave to seek medical attention, counselling or legal advice, or to seek new housing if they have experienced domestic or sexual violence.

An employee can take up to 15 weeks of additional unpaid leave. Employees can take intermittent hours, partial or full days. The leave does not have to be taken all at once. There will be no interruption in the accrual of seniority or eligibility for benefits as per Article 27.

For those employees working less than regular full-time hours an average day's pay is calculated by

dividing the amount paid or payable in the 30 calendar days before the leave by the number of days worked.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Term

This agreement shall be binding on the parties hereto and shall be effective from February 1, 2018 **2021** and remain in effect to midnight January 31, ~~2021~~ **2024**.

33.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after September 30, ~~2020~~ **2023**, but in any event not later than midnight January 1, ~~2021~~ **2024**.

(b) Where no notice is given by either party prior to January 1, ~~2021~~ **2024**, both parties shall be deemed to have been given notice under this section on January 1, ~~2021~~ **2024**.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager, Servomation Inc. at BC Place.

(d) Where a party to this agreement has given notice under Subsection (a) above, the parties shall, within 10 days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.

(e) Where the parties agree to commence collective bargaining in accordance with the provisions of this article, this agreement shall remaining full force and effect during the collective bargaining process.

APPENDIX A
Classifications and Hourly Rates of Pay

Concession Department	Feb 1, 2018 (1.5%)	Feb 1, 2019 (3%)	Feb 1, 2020 (4%)
Concession Bartender	17.77	18.31	19.04
Stand Leader/Commissary Leader	17.76	18.30	19.03
Barista Stand Leader	17.76	18.30	19.03
Cashier/Stand Cashier	16.76	17.26	17.95
Concession Worker	15.17	15.63	16.25
Concession Steward	15.17	15.63	16.25
Concession Vendor (non-alcohol)	15.17	15.63	16.25
Concession Vendor (alcohol)	17.77	18.31	19.04
Catering Department	Feb 1, 2018 (1.5%)	Feb 1, 2019 (3%)	Feb 1, 2020 (4%)
Banquet Captain	16.64	17.13	17.82
Catering Bartender	18.42	18.97	19.73
Catering Worker	14.50	14.94	15.54
Stock Department	Feb 1, 2018 (1.5%)	Feb 1, 2019 (3%)	Feb 1, 2020 (4%)
Stock Worker	16.76	17.26	17.95
Stock Beer Worker	18.88	19.45	20.22
Kitchen Department	Feb 1, 2018 (1.5%)	Feb 1, 2019 (3%)	Feb 1, 2020 (4%)
Sous Chef	24.82	25.56	26.58
Chef de Partie	22.34	23.01	23.93
Cook 1 (Journeyman)	19.85	20.45	21.27
Kitchen Concession/Culinary	16.68	17.18	17.86
Kitchen Worker	15.84	16.32	16.97

Concession Department	February 1, 2020	February 1, 2021 (3%)	February 1, 2022 (4.5%)*	February 1, 2023, (5%)
Concession Bartender	19.04	\$19.61	\$20.49	\$21.52
Stand Leader/Commissary Leader	19.03	\$19.60	\$20.48	\$21.51
Barista Stand Leader	19.03	\$19.60	\$20.48	\$21.51
Concession Worker	16.25	\$16.74	\$17.49	\$18.37
Concession Steward	16.25	\$16.74	\$18.75 (12%)	\$19.68
Concession Vendor (non-alcohol)	16.25	\$16.74	\$17.49	\$18.37
Concession Vendor (alcohol)	19.04	\$19.61	\$20.49	\$21.52
Catering Department	February 1, 2020	February 1, 2021 (3%)	February 1, 2022 (4.5%)*	February 1, 2023 (5%)*
Catering Supervisor	17.82	\$18.35	\$19.82 (8%)	\$21.41 (8%)
Catering Bartender	19.73	\$20.32	\$21.24	\$22.30
Catering Worker	15.54	\$16.01	\$16.73	\$17.56
Stock Department	February 1, 2020	February 1, 2021 (3%)	February 1, 2022 (4.5%)*	February 1, 2023 (5%)
Stock Worker	17.95	18.49	19.97 (8%)	20.97

Stock Beer Worker	20.22	20.83	22.49 (8%)	23.62
Kitchen Department	February 1, 2020	February 1, 2021 (3%)	February 1, 2022 (4.5%)*	February 1, 2023 (5%)
Sous Chef	26.58	\$27.38	\$28.61	\$30.04
Chef de Partie	23.93	\$24.65	\$25.76	\$27.04
Cook 1	21.27	\$21.91	\$22.89	\$24.04
Kitchen Concession/Culinary	17.86	\$18.40	\$19.22	\$20.18
Kitchen Worker	16.97	\$17.48	\$19.58 (12%)	\$20.38

***Unless otherwise noted**

Gratuities

All employees in the Catering and Kitchen Department receive gratuities as per LOU #3.

Recruitment and Retention Rate

Employees will be paid a recruitment wage of 10% less than the wage rate listed in Appendix A for the first 100 hours or 12 consecutive calendar months, whichever occurs first.

After 100 hours of work or 12 consecutive calendar months, whichever is applicable, the employee's rate will revert to the applicable wage rate in Appendix A, and the employee will be paid a retention bonus based on the difference between the wage rate listed in Appendix A and the recruitment wage effective from the initial date of hire.

Concession Vendor Commissions

Concession Vendors who are not selling alcohol shall receive a commission based upon sales. In the event a Concession Vendor does not have sales that equate to a commission of at least the rate noted above they shall receive that rate for all hours worked. Standing Vendors shall receive a commission of 12%. Roving Vendors shall receive a commission of 16%.

In recognition that vendors who are assigned to sell liquor are not eligible for commissions they shall receive the Concession Bartender Rate for all hours worked.

**APPENDIX B
Job Descriptions**

Position Title: ~~_____~~ **STAND LEADER**

Reporting To: ~~_____~~ **ZONE SUPERVISOR**

Responsibilities:

Knowledge of cashroom procedures

- ~~_____~~ Stand Assignments
- ~~_____~~ Float Verification
- ~~_____~~ Cashier Material
- ~~_____~~ Must have Serving It Right

Ability to perform the following duties:

- Cash Drawer Allocation
- Cash Limits
- Overring Procedures
- Exchange Rates
- Traveller Cheques
- Transaction Audits
- Collect Cash from Stand Workers
- Deposits
- Closing Procedures
- Stand Closure
- Final Deposits

Stand Organization

- Stand Layout
- Displaying of Products
- Positional Charts
- Stand sheet Information
- Non-Inventory Sheets
- Stand Leader Checklists
- Sanitation Checklist
- Timesheet Procedures
- POS Operational Manual
- Knowledge of proper food handling procedures

Event Stand Operations

- Opening/Closing Inventory Counts
- Prepare the stand with food and beverage items prior to opening
- Delegation of duties to Stand Workers
- Maintain adequate stock levels at all times
- Responsibility for the balancing of the stand
- Responsible for scheduling rest periods and meal periods for Stand Workers for the duration of the event.

Other related duties as required.

Pre-Requisites:

- Grade 12 education an asset
- Good communication and motivational skills
- Good leadership ability
- Thorough knowledge of Servomation, Inc. operations
- Ability to work well under pressure
- Must be able to work all Major Events
- Two years' experience with Servomation, Inc.

Position Title: ~~_____~~ **CASHIER**

Reporting To: ~~_____~~ **STAND LEADER/ZONE SUPERVISOR**

Responsibilities:

Knowledge of cashroom procedures

- ~~_____~~ Stand Assignments
- ~~_____~~ Float Verification
- ~~_____~~ Cashier Material

Ability to perform the following duties:

- ~~_____~~ Cash Drawer Allocation
- ~~_____~~ Cash Limits
- ~~_____~~ Overring Procedures
- ~~_____~~ Exchange Rates
- ~~_____~~ Traveller Cheques
- ~~_____~~ Transaction Audits
- ~~_____~~ Collect Cash from Stand Workers
- ~~_____~~ Deposits
- ~~_____~~ Closing Procedures
- ~~_____~~ Stand Closure
- ~~_____~~ Final Deposits

Stand Organization

- ~~_____~~ Stand Layout
- ~~_____~~ Displaying of Products
- ~~_____~~ Positional Charts
- ~~_____~~ Stand sheet Information
- ~~_____~~ Non Inventory Sheets
- ~~_____~~ Timesheet Procedures
- ~~_____~~ POS Operational Manual
- ~~_____~~ Knowledge of proper food handling procedures

Other related duties as required.

Pre-Requisites:

- ~~_____~~ Grade 12 education an asset
- ~~_____~~ Good communication and motivational skills
- ~~_____~~ Good leadership ability
- ~~_____~~ Thorough knowledge of Servomation, Inc. operations
- ~~_____~~ Ability to work well under pressure
- ~~_____~~ One year experience with Servomation, Inc.

Position Title: ~~_____~~ **STANDWORKER**

Reporting To: ~~STAND LEADER/ASSISTANT STAND LEADER/ZONE SUPERVISOR~~

Responsibilities:

Ability to perform the following duties:

- ~~• Stand Organization~~
- ~~• Assists in the counting of inventory in the stand~~
- ~~• Assist in the overall preparation of the stand prior and during an Event~~
- ~~• General cleaning on a regular basis~~

Customer Service Position

- ~~• The selling of food and beverage items to the public at a specified price~~
- ~~• Greeting of the customer~~
- ~~• The proper use of the order pads and POS~~
- ~~• Responds in a professional manner in all situations~~
- ~~• Drink Position~~
- ~~• Back Counter Position~~
- ~~• Bussing~~

Cooking and Food Production

- ~~• Cooking and Storage of food items~~
- ~~• Complete working knowledge of all food service equipment~~
- ~~• Knowledge of proper food handling procedures~~

Liquor Control (19 years and older)

- ~~• Proper portion control~~
- ~~• Checking identification~~
- ~~• Refusing service~~
- ~~• Closing beer service procedures~~
- ~~• Must have Serving It Right~~

Other duties as required.

Pre-Requisites:

- ~~• Grade 12 education and past food service/customer service experience would be an asset~~
- ~~• Must be able to work all Major Events~~
- ~~• Good communication skills a must~~

Position Title: ~~VENDOR – ROVING~~

Reporting To: ~~ZONE SUPERVISOR~~

Responsibilities:

- ~~• Sell items to the public by roving the Concourse and in the seating area at a specified price~~
- ~~• Respond in a professional manner in all situations~~
- ~~• Able to complete sales transactions quickly and efficiently~~
- ~~• Knowledge of proper food handling procedures~~

- ~~Other duties as required~~

Pre-Requisites:

- ~~Past food service/customer service would be an asset~~
- ~~Must be able to work Major Events~~
- ~~Good communication skills~~
- ~~Energetic, enthusiastic and can sell food and beverage items to crowds~~
- ~~Physically fit, capable of carrying food items for long periods of time~~

Position Title: **VENDOR – STANDING**

Reporting To: **ZONE SUPERVISOR**

Responsibilities:

- ~~Sell items to the public from stationary concourse location at a specified price~~
- ~~Respond in a professional manner in all situations~~
- ~~Able to complete sales transactions quickly and efficiently~~
- ~~Knowledge of proper food handling procedures~~
- ~~Other duties as required~~

Pre-Requisites:

- ~~Past food service/customer service would be an asset~~
- ~~Must be able to work Major Events~~
- ~~Good communication skills~~
- ~~Energetic, enthusiastic and can sell food and beverage items to crowds~~
- ~~Physically fit, capable of carrying food items for long periods of time~~

Position Title: **STOCKWORKER**

Reporting To: **WAREHOUSE SUPERVISOR OR CONCESSIONS MANAGER**

Responsibilities:

- ~~Counting and stocking of food and beverage items in concession stands prior to stadium events~~
- ~~Attending to and ensuring all stands are well stocked during events~~
- ~~General clean-up, maintenance and sanitation of all Servomation's work areas~~
- ~~Knowledge of proper food handling procedures~~
- ~~Check and report that all equipment is in proper working order~~
- ~~May be required to operate a forklift~~
- ~~Other duties as required~~

Pre-Requisites:

- ~~Previous stock or inventory control experience an asset~~
- ~~Ability to work well without supervision~~
- ~~Physically fit, capable of heavy lifting~~
- ~~Must be able to work all Major Events~~

A Stockworker working on the beer system will earn an additional premium as set out in Appendix A when required to perform the following tasks:

- Operation of a forklift
- Assembly of required keg carts for beer portables
- Attending to and ensuring the problem free operation of all beer stands
- Cleaning of beer portables and beer lines

Position Title: ~~_____~~ **BARTENDER**

Reporting To: ~~_____~~ **CATERING SUPERVISOR/CATERING DIRECTOR**

Responsibilities:

The ability to perform the following duties:

- Complete setup of both a portable and stationary bar for operation
- Opening/Closing Inventory Counts
- Maintain adequate stock levels at all times
- Responsible for the balancing of the bar

Liquor Control

- Proper portion control
- Checking for proper identification
- Refusal of service
- Closing bar procedures
- The ability to work well under limited supervision
- Responding in a professional manner in all situations
- Knowledge of all products for stocking
- Other duties as required.
- Serving it Right

Pre-Requisites:

- Grade 12 education an asset
- Good customer service and cash handling skills
- Must have previous high volume bartender experience

Position Title: ~~_____~~ **CATERING WORKER/WAITER/WAITRESS**

Reporting To: ~~_____~~ **CATERING SUPERVISOR/CATERING DIRECTOR**

Responsibilities:

- Set up, serving and clean up of stadium functions including banquets and private suites
- The ability to work well under limited supervision
- Responding in a professional manner in all situations
- Knowledge or proper food handling procedures
- Other duties as required.

Pre-Requisites:

- ~~Grade 12 education an asset~~
- ~~Previous waiter/waitress experience preferred~~
- ~~Previous food service/customer service experience required~~
- ~~Good communication skills a must~~
- ~~Must be able to work all Major Events~~

Position Title: ~~_____~~ **SOUS CHEF**

Reporting To: ~~_____~~ **EXECUTIVE CHEF**

Responsibilities:

- ~~Gives direction to all staff involved in preparing and cleaning of the food production area~~
- ~~Is responsible for overall food production and efficient use of staff~~
- ~~Performs administrative duties as required~~
- ~~In the absence of the Chef, the Sous Chef is responsible for ordering the day-to-day supplies as well as the scheduling of staff in an efficient manner~~
- ~~Other duties as required.~~

Pre-Requisites:

- ~~Must have journeyman papers~~
- ~~Must have previous supervisory experience~~
- ~~The ability to develop and adhere to standard recipes~~
- ~~Is knowledgeable in the operation of a large scale kitchen~~
- ~~Ability to perform efficiently in a high pressure environment~~
- ~~Must be able to work all Major Events~~

Position Title: ~~_____~~ **COOK**

Reporting To: ~~_____~~ **EXECUTIVE CHEF**

Responsibilities:

- ~~preparation of food for stadium functions~~
- ~~Delegation of duties to kitchen assistants~~
- ~~Delivery of food in a timely and high quality manner~~
- ~~Responsible for cleaning kitchen and work areas~~
- ~~Other duties as required~~

Pre-Requisites:

- ~~Second level cooking school accreditation and/or five years previous experience in "fast food" and varied menu operations is an asset~~
- ~~Calm, well-organized under pressure~~
- ~~Ability to work with a minimum of supervision~~
- ~~Must be available for Major Events~~

Position Title: ~~_____~~ **KITCHEN ASSISTANT**

Reporting To: ~~_____~~ **EXECUTIVE CHEF**

Responsibilities:

Preparation of food under the direction of the Executive Chef such as:

- ~~The ability to assemble hot and cold hors-d'oeuvre trays~~
- ~~Prepares food, following standard recipes and guidelines as set out by the Executive Chef~~
- ~~The ability to read Event Orders and prepare the items listed~~
- ~~Assists in a variety of kitchen duties including cleaning of all work areas~~
- ~~Other duties as required.~~

Pre-Requisites:

- ~~Previous food service experience is a must~~
- ~~Ability to perform efficiently in a high volume environment~~
- ~~Must be able to work all Major Events.~~

Position Title: ~~_____~~ **KITCHEN WORKER**

Reporting To: ~~_____~~ **EXECUTIVE CHEF**

Responsibilities:

- ~~Preparation of food under the direction of the Executive Chef~~
- ~~Assists in a variety of kitchen duties including cleaning of work areas~~
- ~~Ability to operate an automatic dishwasher~~
- ~~Must be available for major events~~
- ~~The ability to prepare basic foods such as the slicing of vegetables~~
- ~~Maintains the cleanliness of all cooking utensils in the kitchen and returns them to their proper storage in the kitchen~~
- ~~Mopping of the kitchen floor~~
- ~~Other duties as required.~~

Pre-Requisites:

- ~~Previous food service experience an asset~~
- ~~Ability to stand for long periods of time~~
- ~~Temperament to perform efficiently during rush periods~~
- ~~Must be able to work all Major Events~~

Position Title: ~~_____~~ **BANQUET CAPTAIN (Lead Worker)**

Reporting To: ~~_____~~ **CATERING MANAGER OR SUPERVISOR**

Responsibilities:

- ~~Act in a lead position in Food and Beverage service aspects:~~
- ~~set up~~
- ~~Execution~~
- ~~Break down of assigned functions~~
- ~~Gives directions to staff in an assigned area~~
- ~~Ensure company standards/procedures are achieved~~
- ~~Perform daily administration duties in accordance with assigned function~~
- ~~Participate in ongoing training of Standards and Procedures~~
- ~~Other duties as required~~

Pre-Requisites:

- ~~Basic knowledge of catering and banquet service~~
- ~~Successfully complete in house training program~~
- ~~Ability to lead assigned portion of staff in completion of duties~~
- ~~Ability to communicate with Management and staff~~
- ~~Ability to perform duties~~

LETTER OF UNDERSTANDING #3

Catering Department Tips and Service **Administrative** Charge (Gratuities)

Tips will be distributed as follows:

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

Gratuities will be calculated as follows:

- (1) Total Gratuities = Total Service **Administrative** Charges x ~~80%~~ **75%**
- (2) Hourly Gratuities Rate = Total Gratuities divided by the Total number of eligible hours.
- (3) Employee's Gratuities = Hourly Gratuity rate x number of eligible hours worked by each employee.

Catering Bartender Service Charge (Gratuities)

- (1) Catering Bartenders will receive the following rate for gratuities:

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

Set up day gratuities

- (1) ~~The parties agree that the hours Banquet Captains have worked on set up days have been "gratuity eligible" as they have a reduced opportunity for direct tips on event days. The parties agree that~~

~~the hours Catering Workers work on set up days have not been "gratuity eligible".~~ **Catering Supervisors are "gratuity eligible" for all hours worked on set up days.** Catering Workers set up day hours will now be **are** "gratuity eligible" at a reduced rate of 50%.

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

LETTER OF UNDERSTANDING #8

Re: Concessions **Department** Tip Line

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

The parties agree that a concession tip line will be added to the Concession Department point of sale system as of March 1, 2022. The concession tip line will remain in place during the life of the agreement.

Concession Department Tips will be distributed as follows:

- (1) Tips will be collected on the Point of Sale System.**
- (2) At the end of each shift the Employer will pull a report of the tips collected on the Point of Sale system for each concession stand and will compile the data into a spreadsheet. The POS reports and spreadsheet will be shared with the Union and Bargaining Committee.**
- (3) 5% off the top of all tips collected will be placed into the Kitchen/Warehouse Department Tip Pool*.**
- (4) Bartenders will distribute their tips evenly within each stand by all employees working in that stand.****
- (5) Vendors will distribute their tips evenly within each stand by all employees working in that stand.****
- (6) After tip out to Kitchen Warehouse Department Tip Pool all tips collected will then be distributed evenly to all Concession workers and Stand Leaders working the event**.**

**** Temporary workers not covered by the collective agreement will be tipped out at a reduced rate of 60%.**

*** Kitchen and Warehouse Department Tip and Gratuities Calculation from Catering & Concession Departments:**

- (1) Total Gratuities from Catering Department = Total Administrative Charge x 5%**
- (2) Total Tip Pool from Concession Department = Total Concession Tips x 5%**
- (3) Eligible shift: Must work the event day or one shift in the five days leading up to the event.**

(4) Even distribution of tips/gratuities to all Kitchen and Warehouse employees who worked an eligible shift per event.

LETTER OF UNDERSTANDING #12 (NEW)

Re: Closure

Should there be a future Force Majeure, Pandemic, or similar unprecedented event, the Employer and Union will meet as soon as possible to discuss mitigating job loss, and any applicable provisions of the collective agreement.