

#2 EMERGENCY CALL REPLACEMENT

ARTICLE 17 TEMPORARY/CASUAL EMPLOYEES- CALLING AND HIRING PROCEDURES

Proposal

17.4 Calling Procedures:

NEW ARTICLE

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(d) in the event of an emergency call replacement or a vacancy with less than **24 hours** ~~forty-eight hours~~ notice, the Employer will endeavour to hire from the Call List, ~~then the Union Call List~~, but failing that may fill the call as it sees fit.

New17.4(e) Employees will be notified in advance by the Employer by email of any callout's commencement -including the date and time of the callout procedure. Following that, calling procedure will be in accordance with existing policy of the Employer.

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#3 CANCELLATION, POSTPONEMENT OR REDUCTION OF A CALL

Proposal

ARTICLE 18 CANCELLATION, OR REDUCTION OF A SHIFT

Definition of Shifts

A Scheduled Shift is when a manager has assigned shifts to the Employees and has published a schedule showing when the shifts are taking place.

A Cancelled Shift is when either the Employee or the Employer cancels a shift more than 48 hours from the time the shift commences.

A Reduced Shift is when the shift is shorter than the originally scheduled shift.

An Exchanged Shift is when two or more Employees have mutually agreed to trade or give a shift to another qualified Member on the roster after the weekly schedule has been posted. A shift can only be exchanged more than 48 hours before the shift commences. The Employees must notify their Manager when they have Exchanged a shift.

A Dropped Shift is when the Employee cancels their shift less than 48 hours before it is scheduled to take place, or if an Employee does not show up for a Scheduled Shift.

18.1 To cancel or reduce a shift, in hours or number of Employees without penalty under this Agreement, the Employer will notify the affected Employees at least ~~twenty-four (24)~~ **forty-eight (48)** hours prior to the time of the shift of a Cancelled Shift or a Reduced Shift.

18.2 No Cancelled Shifts will be permitted less than ~~twenty-four (24)~~ **forty-eight (48)** hours before the start of the shift; however, the Employer may use the Employees to perform alternate work. Any of the Employees may choose to not accept that alternate work, but in that event, those Employees are not entitled to compensation for the Cancelled Shift.

18.3 If the Employer has no alternate work for the Employee to do, the Employer will pay the Employee an amount equal to one half (1/2) the remuneration which the Employees would have earned for the shift or through four (4) hours of work at the applicable rate whichever is greater.



New: 18.4 If the shift is postponed without prior notice of ~~twenty-four (24)~~ **forty-eight (48)** hours before the commencement of the shift, and if the shift is subsequently cancelled, then the shift will be a Cancelled Shift and this Article shall be applied from the original call time of the Scheduled Shift.

New 18.4 (a) The Employee shall not drop a Scheduled Shift within forty-eight (48) hours before the commencement of the shift, except in situations of illness or emergency. Dropped Shifts may result in discipline.

New 18.5 In the case where an Employee cannot attend a Scheduled Shift, it is the Employer's responsibility to schedule a different employee in that shift.

New: 18.6 Shift Exchange: Employees may Exchange Shifts with the written prior approval of the Employer, up to forty-eight (48) hours in advance of the commencement of the shift, and provided that there is no increase in cost to the Employer. If any Exchanged Shift becomes vacant the Employer's regular staffing replacement process will apply if an Exchanged Shift



#4 EDUCATION AND TRAINING

Proposal

22 Education and Training

22.2 When an Employee is required to ~~attend training courses~~ **undertake training** in order to adhere to governmental regulations, to address concerns of any joint Health and Safety Committee, or as deemed necessary by the Employer to remain current with emerging technology, equipment, methods, or machinery; the Employer shall;

(a) pay for tuition and required supplies;

(b) pay the Employee for hours in attendance at such course at the straight time hourly rate and such hours shall not be counted as hours worked for the purposes of calculating overtime or any other form of premium pay. The Employer shall not be required to pay such Employee in excess of forty (40) hours per week for attendance at such course.

New 22.2(c) Definition of a "course": an education training program or course with paid tuition, where a written certification and/or proof of qualification is provided at the completion of such program or course.

New 22.2(c)(i) An Employee may be scheduled for an "Initial Training Shift" (this only applies to Box Office employees): A minimum of one four-hour training shift where neither the trainer nor the Employee will be expected to perform their regular duties except as part of the training.

New 22.2(c)(ii) An Employee may be scheduled for an "On the job training" shift: This is when an experienced Bartender, Box office attendant/supervisor, manager, or FOH supervisor is paired with a newly trained Employee for support while they practice their new skills in a show environment. The newly trained Employee can and will be expected to perform bargaining unit work as part of the on-the-job-training. **During any "On the job training" shift, at least one other employee will be scheduled and able to perform bargaining unit duties.**



#5 CALLING PROCEDURES

Tentatively Agreed

Union Counter Proposal

17.2 Hiring of Temporary/Casual Employees shall be firstly from the FOH Call List **by seniority order**, secondly persons of sufficient ability from the Union's membership list (the "Union Call List") and, finally, from other persons of sufficient ability to perform the job.

17.3 The Employer will prepare the FOH Call List and ensure that the persons on the FOH Call List are identified by length of service **to determine seniority order**. The determination as to whether an Employee has sufficient ability shall be made by the Employer, subject to the Union's right to grieve.



#7 INCLEMENT WEATHER

Tentatively Agreed

Proposal

New 26. 9 Inclement Weather

In the case of a severe weather event in which Employees are unable to commute to work using either their typical means of transport or reasonably available public transit, the Employer will reimburse Employees for the reasonable cost of alternate means of transportation as reasonably required—unless the shift is cancelled. Further, when any such severe weather event or condition is significantly adverse within the City of Vancouver and could cause a danger to any such Employees, the Employer will forthwith upon becoming aware of any such severe weather event communicate with Employees to advise as to whether their shift will be cancelled no later than **two hours** prior to the commencement of the Employees' scheduled shift.



8 GRIEVANCE AND ARBITRATION

Tentatively Agreed

ARTICLE 29 - Grievance and Arbitration

29.1 Submission of Grievances and Replies: Grievances and grievance replies may be sent by registered mail, by hand delivery, by email, or by courier. Written replies and notifications shall be deemed to be presented on the date which they are registered or accepted by a courier and received on the day they are delivered to the appropriate office. Facsimile communication shall not be considered an acceptable delivery mechanism for the purpose of this Agreement. Emailed replies and notifications shall be deemed to be presented by 10am the following business day after which they are sent, and received by 5pm that same day (to reflect the operating hours of The Cultch offices) when they are emailed to the direct manager's work email address.



#9 WORK WEEK SCHEDULE

Proposals

ARTICLE 30 - WORK WEEK SCHEDULE

Agreed

30.6 Split Shifts Split shifts may be scheduled provided that:

- (a) no shift of less than 6 hours may be split;
- (b) no segment of a split shift may be less than two (2) hours in length;
- (c) no shift may be split more than once; ~~and~~
- (d) all split shifts must be worked within a 12-hour period; and
- (e) at least one segment of a split shift must result in a minimum four (4) hours of pay.

Agreed

30.8 Posting of Schedules

30.8 (a) Full-Time Regular Employee and Part-time Regular Employees' schedule for any work shall be posted weekly, ~~four weeks~~ **two weeks** in advance, in a consistent place. It is recognized that the building and equipment maintenance position is scheduled on an as and when required basis.

30.8(c) Temporary/Casual Employees' schedules for any work week shall be posted as early as possible, but in no event later than **72 hours prior to** the first day of work. It is the intent to ensure that each Employee is advised of their work schedule at the earliest possible time.



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10 WAGES

June 1st 2024 - 1.5%,

Jan 1st 2025 - 1.5%,

June 1st 2025 - 1.5%,

Jan 1st 2026 -1.5%

June 1st 2026 - 5%

Removal of the bartending assistant wage class

~~AK~~

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#11 SICK LEAVE

Proposal

ARTICLE 47 - SICK LEAVE

New 47.3

<https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/paid-sick-leave>

Per the BC Employment Standards Agreement, Employees can take up to 5 days of paid leave per year for any personal illness or injury. The employer may request reasonably sufficient proof of illness.

This entitlement is in addition to the 3 days of unpaid sick leave currently provided by the Employment Standards Act.

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

Payment for the Sick Days shall be in accordance with 50(3) of the ESA and shall be based on an average days pay.

