

Collective Agreement

Between

VH Sporte Ltd.

And

Canadian Union of Public Employees

Local 2087



March 1, 2007 - February 28, 2009

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PREAMBLE

- (a) The purpose of this agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this agreement, so that stable and harmonious relationships may be established and maintained between the employer and the union, to the mutual benefit of the parties to this Agreement.

- (b) Further, the purpose of the agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 20 of this agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the employer's business, and to enhance the living standards and working conditions of the employees.

DEFINITIONS

"*SERVICE DATE*" means first day of work.

"*REGULAR FULL-TIME EMPLOYEE*" means an employee who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

"*REGULAR PART-TIME EMPLOYEE*" means an employee who works regularly scheduled shifts but does not work the scheduled hours of a full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement, except as otherwise stated herein.

"*TEMPORARY EMPLOYEE*" means an employee hired for a specific period of time. Such employee shall accumulate seniority and other benefits of this Agreement, except as otherwise stated herein. On completion of the temporary position, all seniority shall cease.

"*CASUAL EMPLOYEE*" means any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits as specified when they have completed ninety (90) days worked within a twelve (12) month period. Such employees will be considered as Regular Full-Time or Regular Part-Time employees.

"*STUDENT EMPLOYEE*" means a high school graduate or a college or university student who is registered to attend a bona fide college or university and who seeks employment. Unless otherwise specified in this Agreement, Student Employees are entitled to statutory benefits only. They do not accumulate seniority.

"*DAY*" means Calendar Day.

"*WEEK*" means the regular working week for employees as per Article 10 of this Agreement - Hours of Work.

"*MONTH*" means Calendar Month.

"*YEAR*" means a period of twelve (12) months from one given date to another.

ARTICLE 1 - RECOGNITION OF THE UNION

1.01 Sole Bargaining Agency

The Employer recognizes the Canadian Union of Public Employees and its Local 2087 as the sole and exclusive collective bargaining agent for all employees as certified under its jurisdiction by the British Columbia Labour Relations Board, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters covered by the Collective Agreement under the provisions of the B.C. labour statutes.

1.02 Union Induction

All employees who are covered by the Union's Certificate of Bargaining Authority shall pay dues to the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall pay dues by payroll deduction to the Union within thirty (30) days of employment.

1.03 No Discrimination

The Employer agrees there shall be no intimidation or discrimination against any employee by reason of his/her activities as a member of the Union and the Union agrees that there shall be no intimidation on its part against any employee of the Employer.

1.04 The Union and the employer recognize the right of employees to work in an environment free from sexual harassment. Therefore, the Union and the employer agree to cooperate in resolving any complaints of sexual harassment which may arise in the work place.

1.05 An employee may initiate a discrimination or sexual harassment grievance at any step of the grievance procedure. Such grievances shall be handled with all possible confidentiality and dispatch.

1.06 The employer and its employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, or marital status, nor by reason of his/her membership in a Labour Union, and the employees shall at all times and in like manner act in good faith toward the employer.

1.07 No Strikes or Lockouts

There shall be no strikes or lockouts during the length of this Agreement in accordance with the Labour Code of British Columbia.

1.08 Union Check-Off and Induction

The Employer agrees to the monthly check-off of all union dues, assessments, initiation fees and written assignments of amounts equal to union dues.

1.09 The Employer shall, during the life of this Agreement, deduct as a condition of employment a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made.

1.10 The Employer shall type on the Income Tax (T-4) Forms, the amount of union dues paid by each union member for the appropriate period.

1.11 The Employer shall at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made.

1.12 The Employer agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment and providing the new employee an opportunity to meet with the Union Stewards on or shortly after employment.

1.13 Shop Stewards

The Employer agrees that the Union shall have the right to appoint or elect Stewards, and the Union agrees to advise the Employer in writing of these appointments.

1.14 Bulletin Boards

The Employer agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and postings and reports of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Management of the Employer's business, the promotion, demotion or discharge for proper cause and the direction of the working forces including the hiring is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.
- 2.02 The Union agrees that the Employer has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.
- 2.03 All rules, regulations and/or amendments shall be communicated in writing to the Union.
- 2.04 The selection of Managerial/Supervisory staff shall be entirely a matter for the discretion of the Employer.

ARTICLE 3 - TECHNOLOGICAL, AUTOMATION & OTHER CHANGES

3.01 The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

3.02 Notification of Changes

Three (3) months before the proposed introduction of any technological change as defined by the Labour Code of B.C., the Employer shall notify the Union of the proposed technological change.

3.03 Technological Displacement

During the term of this Agreement, any disputes arising in relation to adjustment of technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

3.04 Displacement

In the event that a regular employee is displaced, he/she shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee.

3.05 Training Programs

- a) Where an employee decides to enter into a training program to improve or acquire skills which are of present or potentially future benefit to the Employer, the Employer may provide training assistance in the form of time off with pay, or tuition, or books and related teaching aids, or any combination thereof, subject to the successful completion of such training program by said employees.

- b) Where a computer or software is required by an employee at his or her home or otherwise in his or her possession to perform duties related to the efficient operation of the Employer, the Employer will participate in the cost of the purchase at a level in relation to the Employer's expected savings.

3.06 Severance Pay

No regular employee who has one (1) or more years of service shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time he/she shall be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the Employer if he/she elects to receive severance pay as herein provided or whether he/she wishes to be laid off in accordance with Article 7.

3.07 If the employee elects to receive severance pay, he/she shall lose seniority in accordance with Article 7 of this Agreement and, in the event he/she is rehired by the Employer at a later date, shall not again be entitled to severance pay as provided for in this Article.

3.08 The amount of severance pay entitlement of an employee pursuant to this Article shall be one (1) month pay at regular rates for each three (3) full years of service completed by the employee. The severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.

3.09 No New Employees

No additional employees under this Article shall be hired by the Employer until the provisions of Article 3.04 have been met.

3.10 Notwithstanding anything contained elsewhere in this Agreement, any employee laid off four (4) months or more, prior to the proposed introduction of technological change, shall be deemed not to be affected by the technological change and therefore shall not be eligible to any entitlements as described in this Article.

3.11 Job Security

In order to provide job security for members of the bargaining unit, the employer agrees that no person in the employ of the Employer shall be laid off or suffer a loss of regular hours of work or rate of pay, except for just cause, as a result of reassignment of bargaining unit work.

3.12 Successor Status Upon Merger, Amalgamation, Transfer

In the event the Employer merges, amalgamates, or transfers all or part of its services to any other Employer or Board:

- (a) Employees will be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits, and all other benefits will be recognized by the new Employer.
- (c) All work and services presently performed by members of C.U.P.E. Local 2087 sub (Van Hellemond Spote) will continue to be performed by members of this bargaining unit with the new Employer.
- (d) Conditions of employment and wage rates in effect under the terms of the Collective Agreement in effect at the time of the merger, amalgamation or transfer will continue.
- (e) No employee shall suffer a loss of employment or a reduction of hours of work as a result of such Employer action.
- (f) In the event that the Employer ceases operation either for a period of time or on a permanent basis, employees will be given the option of receiving severance pay at one (1) week for each calendar year of service, not to be less than four (4) weeks nor greater than eight (8) weeks.

ARTICLE 4 - DISCUSSION OF DIFFERENCES

4.01 Grievance Investigations and Meetings

The Employer agrees that time spent in investigating and settling disputes during working hours involving its employees by Union Stewards shall be considered as time worked. The Union agrees to forward to the Employer a written list of the names of such Stewards and of replacement thereto.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 In the event of an employee having a grievance, the settlement of said grievance shall be handled under the following procedures:

Stage 1: Within thirty (30) working days of learning of the grievance, the employee or employees concerned, with or without their Union Steward or Union General Grievance Committee Member shall endeavour to settle the dispute with the immediate Supervisor. Failing to reach a satisfactory settlement of the dispute within three (3) working days after its submission, the dispute may be referred to Stage 2.

Stage 2: The employee or employees concerned, with their Union Steward or Officer in attendance, shall meet with Management and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the dispute within three (3) days after submission to Management, the dispute may be submitted to Stage 3. The Parties shall meet within five (five) days after requesting to meet.

Stage 3: The dispute shall be submitted to a Board of Arbitration. All replies to grievances shall be in writing at all stages commencing with Stage 2.

5.02 Time Limits

The time limits in the above Article may be varied and/or extended only by mutual agreement in writing between the parties.

5.03 Employer's Grievance

The Employer shall have the right to submit in writing any dispute regarding the interpretation of or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (5) days of submission, the Employer shall have the right, upon giving five (5) days notice in writing to the Union, to refer the dispute to a Board of Arbitration constituted in accordance with this Article.

5.04 Grievances of Layoff and Recalls

Grievances concerning layoffs, recalls, or terminations shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 6 - BOARD OF ARBITRATION

6.01 Composition of Board

Should the committee on Labour Relations/Grievances and the Union General Grievance Committee fail to settle any difference, grievance or dispute whatsoever arising between the Employer and the Union, or the employee(s) concerned, such difference, grievances or dispute shall be referred to Arbitration.

6.02 Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a competent arbitrator agreed to by the parties, shall, at the request of either party:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written award to resolve the difference,

within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, traveling and out-of-pocket expenses of the person named or his/her substitute.

6.03 By mutual agreement, the parties may invoke applicable provincial statutes to facilitate the settlement of grievances.

6.04 The Employer and the Union agree to share on an equal basis such costs incurred by an arbitrator, which are not assumed by the Minister of Finance.

ARTICLE 7 – SENIORITY

7.01 Calculation of Seniority

Seniority is defined as the length of service in the bargaining unit starting with the first date worked and shall operate on a bargaining-unit-wide basis.

7.02 Seniority Lists

The Employer shall post updated seniority lists in the months of January and July of each year. The Employer shall supply updated seniority lists to the Union at the time of posting.

7.03 Probationary Period

From the date of hiring, employees shall be on probation for a period of three hundred and sixty (360) hours. During this period, employees shall be entitled to all rights and benefits, unless specified elsewhere in this Agreement.

7.04 Job/Position Classification Changes

An employee moving from one classification to another that involves no change in his/her pay rate shall not be considered as promoted or demoted.

It is agreed that an employee shall not be considered as "promoted" unless a vacancy occurs and the vacancy has a higher classification/pay rate.

7.05 Temporary Transfers Within Bargaining Unit

An employee may be transferred to a temporary position within the bargaining unit. If transferred to a temporary position within the bargaining unit, the employee shall be notified in writing, copied to the Union, of the duration of the temporary transfer. If the transfer has the same rate of pay as his/her former position, the employee shall remain at this pay level.

7.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but shall not accumulate any further seniority. An employee shall

have the right to return or be returned to a position in the bargaining unit within the sixty (60) day period of the transfer.

If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

7.07 Temporary Transfers Outside Bargaining Unit

In all cases of a temporary transfer, both within or outside of the bargaining unit, such temporary transfer shall not exceed sixty (60) days, unless the parties to this Agreement mutually agree to extend the time limit.

7.08 Transfers extending beyond the sixty (60) day time limit or for a duration greater than sixty (60) days, shall be considered as a permanent transfer.

7.09 Notwithstanding any of the foregoing, no employee shall be transferred to a temporary position for a period of greater than sixty (60) days without his/her consent.

7.10 Special Assignments

A person originally hired by the Employer for a special assignment of work may be discharged when his/her employment at the special assignment of work comes to an end, notwithstanding anything in this Agreement to the contrary. The Union shall be notified of such employees and their status. The Employer agrees that this section shall not be applied so as to prejudice the job of any present employee holding any job as set out in this Agreement.

7.11 From time to time, employees may be selected for training and/or given special assignments in order to gain experience with the Employer, so that their skills and capabilities can be improved for job advancement.

The Employer shall have the right to select and perform qualification upgrading and to promote, engage, retain or dispense with an employee's services in this area, provided however, that upon completion or termination of such assignments, the employee concerned, shall be reinstated in the position/pay classification he/she held prior to the assignment.

No employee shall lose seniority as a result of such special assignment.

7.12 Reduction in Work Force

Both parties recognize that job security shall increase in proportion to the employee's length of service.

7.13 In the event of a reduction in the work force, employees shall be laid off in reverse order of their bargaining-unit-wide seniority, subject to their qualifications and ability to perform the work of the classification.

7.14 When lay off occurs, employees shall have the right to bump bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job. When more than one (1) person may be affected, the bumping sequence shall be resolved and agreed to schematically prior to being implemented.

7.15 Any bumping rights contained in this Article shall be exercised within nine (9) working days of receiving notice of layoff.

7.16 Grievances concerning layoffs and recalls shall be initiated at Stage 2 of the grievance procedure.

7.17 Advance Notice of Layoff

Unless legislation is more favourable to employees, the Employer shall notify and give to employees about to be laid off, ten (10) working days notice prior to the effective date of layoff. If an employee has not had the opportunity to work any day(s) throughout the notice period of the advance layoff, he/she shall be paid for the day(s) for which work was unavailable.

7.18 Laid Off Employees Failing to Report for Work

Laid off employees failing to report for work of an ongoing nature within ten (10) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks notice to another Employer shall be deemed to be in compliance with the ten (10) day provision.

7.19 Recall Procedure

Subject to their ability to perform the work, employees shall be recalled in order of their seniority. The Employer shall notify employees by registered mail and shall give ten (10) days notice of the recall.

An employee recalled for casual employment, temporary employment or employment of short duration at a time when he/she is employed elsewhere shall not lose recall rights for his/her refusal to return to work.

7.20 No New Employees

No new employees shall be hired, until those laid off employees have been given an opportunity to be recalled, subject to their ability to perform the work.

7.21 Continuity and/or Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

An employee shall only lose his/her seniority in the event:

- (1) He/she is discharged for cause and is not reinstated.
- (2) He/she is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (3) He/she fails to return to work within ten (10) calendar days following recall after a layoff and after being notified by registered mail to do so, unless through sickness or other just cause.
- (4) He/she is laid off for a period longer than twelve (12) months.
- (5) It shall be the responsibility of the employee to keep the Employer informed of his/her current address. An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.

ARTICLE 8 - POSTING, VACANCIES AND APPOINTMENTS

8.01 Notice of New Position

In the event that the Employer establishes a new position, the classification and wage for this new position shall be established by the Employer and written notice shall be given to the Union, and shall be posted on all Union bulletin boards at the Employer's place of business for a minimum of seven (7) calendar days, so that all members may be aware of the new position. Unless written notice of objection is given to the Employer by the Union within thirty (30) calendar days after such notice, to negotiate and resolve the classification and wage rate, such classification shall be considered as agreed to. In the event the parties are unable to resolve the dispute, then it shall be referred to arbitration pursuant to Article 6.

8.02 Changes in Classification

When the duties in any classification is changed, or where the Union or an employee feels he/she is unfairly or incorrectly classified during the term of this Agreement, the classification and/or pay rate shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The reclassification and/or rate of pay shall then be considered retroactive to the date the duties in any classification is changed or, where the position was incorrectly classified, retroactive to the date the employee first filled that position.

8.03 Elimination or Change of Classification

Existing classifications for which the Union is the bargaining agent shall not be eliminated or changed without prior notification to the Union. If the Union objects to the elimination of the classification in writing within thirty (30) days of being notified, the matter shall be referred to arbitration pursuant to Article 6.

8.04 Job Postings

When a vacancy occurs or a new position is created inside of the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of seven (7) days so that all members may know about the vacancy or new position. Positions shall be posted within seven (7) days of the vacancy. Vacancies for positions outside of the bargaining unit shall also be posted on bulletin boards.

8.05 Information of Posting/Vacancy

Such notice shall contain the following information: Nature of position, qualifications, skills, knowledge and education required, shift, wage or salary rate or range and the closing date for applications to the position. The Employer shall ensure that all postings are open to both male and female applicants and that qualifications are not established in a discriminatory manner.

- 8.06 Following the processing of applications, the Employer shall conduct interviews with those employees meeting the posted requirements. Within seven (7) days following the completion of the interviews, the Employer shall notify the successful employee of his/her appointment.
- 8.07 An employee shall be considered as a qualifying employee in his/her new position for a period of sixty (60) days. Conditional on satisfactory service, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the qualifying period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of the position shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
- 8.08 The Employer agrees not to place any outside advertisement for a vacancy within the bargaining unit until all member applicants have been fully processed.
- 8.09 The Employer agrees that seniority shall be the determining factor in all cases of promotion, demotion or transfer, where competency, efficiency and ability of competing employees are relatively equal. Subject to the employee's or the Union's rights under the provisions of Article 5 of this Agreement, the Employer shall determine competency, efficiency, and ability in a fair and equitable manner.
- 8.10 Temporary vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies.

ARTICLE 9 - LEAVE OF ABSENCE

9.01 Union Leave

The Employer agrees to grant a leave of absence without pay to Union Officers for business purposes of the Union, or to attend labour seminars and/or labour conventions up to a maximum of sixty (60) working days per year, in total for all such Union Officers, provided that a reasonable period of notice in writing is given to the Employer.

9.02 The Employer agrees to grant a leave of absence without pay to any employee for the purpose of performing a civic service including but not limited to politics, union business, community or non-governmental organization service, but such leave of absence granted to any employee, shall not exceed a maximum period of two (2) years at any one time. Application for extending the above period shall be by mutual agreement between the Employer and the Union.

9.03 The Employer agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the Employer, provided that not less than four (4) hours notice be given to his/her immediate Supervisor by Officers of the Union so requesting the time off. The Union shall supply the Employer with a written list of the names of its Officers for this purpose and inform the Employer of any changes to this list.

9.04 Union Leave/Business

It is understood that where the Employer grants time off to an employee or a leave of absence pursuant to Article 9, he/she shall not lose seniority rights and shall be entitled to return to his/her job he/she would have held, had the time off/leave of absence not been taken.

9.05 Collective Bargaining Leave

Leave of absence with pay during regular working hours shall be granted to a maximum of two (2) employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

9.06 Pallbearer Leave

One (1) day leave with pay shall be granted an employee to attend a funeral as a pallbearer.

9.07 Bereavement Leave

An employee shall be granted bereavement leave of one (1) regularly scheduled consecutive work day, without loss of pay and benefits, in case of the death within the Province of a parent, wife, husband, common-law spouse, same sex partner, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, adopted child, guardian, step-parent or step-child. Where the death has occurred outside the Province, the bereavement leave without loss of pay and benefits shall be five (5) regularly scheduled consecutive work days and where burial occurs outside the Province, the Employer shall grant, in addition to the bereavement leave, two (2) days traveling time without pay.

It is further agreed by the Employer that under extenuating circumstances additional leave with or without pay may not be unreasonably denied to employees requesting such leave.

9.08 Educational Leave

An employee shall be entitled to a leave of absence with pay to write examinations to upgrade his or her employment qualifications with the Employer.

9.09 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence with pay and benefits to an employee subpoenaed as a juror or witness by any Court. The employee shall present proof of Jury or Witness Duty to the Employer and shall remit to the Employer all compensation received for such duty, with the exception of travel, meal or other expenses.

9.10 When an employee is absent from his/her normal job because of sickness or accident, or a leave of absence authorized by the Employer, he/she shall, on his/her return, be reinstated in the job classification he/she would have held had he/she not been so absent; and during such absence, his/her seniority shall accumulate as if he/she had not been so absent.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND WAGES

10.01 Full Time hours of work shall be eight (8) hours per day and forty (40) hours per week. Hours of work will be scheduled between 7 am to 5 pm.

10.02 Unpaid Meal Breaks

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall not be less than one-half hour (1/2) and will not adversely affect the employees from maximizing the number of hours available to them in their shift.

e.g.: an employee scheduled for eight (8) hours - employee works eight (8) hours and takes an additional one-half (1/2) hour as an unpaid meal break.

10.03 Rest Periods

(a) All employees shall receive rest periods in accordance with the following schedule:

- i. Four (4) hours - one ten (10) minute rest period
- ii. Five (5) hours - one ten (10) minute rest period
- iii. Six (6) hours - one ten (10) minute rest period
- iv. Seven (7) hours - two ten (10) minute rest periods
- v. Eight (8) hours - two ten (10) minute rest periods

(b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the employer.

10.04 Overtime Definition

All hours worked in excess of forty (40) hours per week (Sunday to Saturday) or on a Statutory Holiday shall be considered overtime.

10.05 Overtime shall be paid at a rate of time and one half (1 1/2).

10.06 Minimum Paid Call Out

An employee called to work at any time other than his/her regular shift, shall be paid a minimum of four (4) hours at the base rate for the job, or the applicable overtime rate, whichever is the greater.

10.07 An employee required to report for work on any given shift, and if sent home by his/her Supervisor due to adverse weather conditions or because of the lack of available work for that shift, shall receive not less than three (3) hours pay. If an employee commences work he/she shall be paid for a minimum of four (4) hours.

10.08 Wages

The Employer shall pay wages to its employees in accordance with Schedule "A" attached to and forming part of this Agreement. The pay period for employees shall be biweekly and payday shall be every second Friday.

ARTICLE 11 - STATUTORY HOLIDAYS, ANNUAL VACATIONS

11.01 Statutory Holidays

An employee shall receive a day off with pay for fifteen (15) of the thirty (30) calendar days proceeding the Statutory Holidays listed in Clause 11.02 of this Article, provided that he/she worked.

11.02 The recognized Statutory Holidays shall be as follows:

New Year's Day	Christmas Day
Canada Day	Victoria Day
Good Friday	Thanksgiving Day
Labour Day	British Columbia Day
Remembrance Day	

and all additional days proclaimed by Local Government, Provincial or Federal Government.

11.03 When any of the Statutory Holidays listed in Clause 11.02 fall on a Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday and when any such holiday falls on a Saturday, the previous day (Friday) shall be considered as the holiday. Calculations however, for the Statutory Holiday shall remain the actual calendar date.

11.04 An employee who is not scheduled to work on any of the Statutory Holidays listed in Clause 11.02 shall receive holiday pay equal to one (1) day of pay. An employee who is scheduled to work, shall be paid at the rate of one and one half (1½) time plus another day off with pay, in lieu of holiday pay. The day off is to be taken and arranged by mutual agreement.

11.05 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive in lieu of said holiday, a day's pay or another day off with pay at a time arranged by mutual agreement.

11.06 Holiday During Vacation

When any such holiday falls during an employee's vacation with pay, and he/she would have become entitled to pay for such a holiday had the employee not been on vacation, he/she shall receive an additional day of vacation with pay in lieu thereof.

11.07 Vacation Days Credited

- (a) On each calendar date of their employment, employees shall be credited for the number of vacation days accrued during the previous year of employment pursuant to the entitlement schedule provided in this Article.
- (b) Regular part-time and seasonal employees shall earn vacation credits in proportion to the credits earned by a regular full-time employee.

11.08 The vacation credits shall be accrued as follows:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 Year but less than 5 years	2 weeks	4%
5 years but less than 10 years	3 weeks	6%
10 years or more	4 weeks	8%

11.09 For each period consisting of thirty (30) consecutive days an employee is absent from work in the year preceding his/her anniversary date in any year, there shall be deducted from the vacation pay to which he/she would otherwise be entitled in the succeeding year, one twelfth (1/12) of the vacation pay, provided that for this purpose, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness or accident shall be considered as time worked.

11.10 For the purposes of computing vacation pay in this Article, the word "pay" shall mean remuneration, calculated on the employee's total wages for the year in respect of which the employee becomes entitled to an annual vacation.

11.11 All vacations shall be taken at a time to be mutually agreed upon by the Employer and the Employee.

11.12 Employees will request their vacation by March 31st of each year. Vacation will be approved on the basis of seniority.

11.13 Vacations not taken by December 31 will be paid out.

ARTICLE 12 - GENERAL EMPLOYMENT PROVISIONS & CONDITIONS

12.01 It is recognized and accepted by the Union that Management may be required to assist in any capacity, in the event of emergency.

12.02 Employment Abandonment

If an employee is absent from work for a period of five (5) working days without sufficient cause and fails to notify the Employer and/or communicate with the Employer, the employee shall be considered to have abandoned his/her employment.

12.03 Company Property

Employees shall return to the Employer all Company property in their possession at the time of termination of employment.

12.04 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

12.05 Disciplinary Procedure

Where and when a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall advise the employee of the purpose of the interview in advance, so the employee may contact his/her Union Steward to be present at the interview.

ARTICLE 13 - SICK LEAVE

13.01 Sick Leave

Employees with one (1) year of service will be entitled to one (1) sick day in a calendar year.

13.02 Unpaid Leave Sick Leave

An employee who is unable to work because of illness or non-compensable accident may be granted a leave of absence without pay. This leave will not be unreasonably denied.

ARTICLE 14 – MATERNITY/PARENTAL LEAVE

14.01 Maternity Leave

- (1) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave
 - (a) beginning
 - (i) no earlier than eleven (11) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date.
- (2) An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 14.01 (1) or (2).
- (4) A request for leave must
 - (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or

the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 14.01 (3).

- (5) A request for a shorter period under Article 14.01 (1) (b) (i) must
 - (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

14.02 Parental Leave

- (1) An employee who requests parental leave under this Article is entitled to,
 - (a) for a birth mother who takes leave under Article 14.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 14.01 unless the employer and employee agree otherwise.
 - (b) for a birth mother who does not take leave under Article 14.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - (c) for a birth father, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event, and
 - (d) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 14.02 (1).
- (3) A request for leave must

- (a) be given in writing to the employer,
 - (b) if the request is for leave under Article 14.02 (1) (a), (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under Article 14 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Articles 14.01 (3) or 14.02 (2).

ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS

15.01 After one (1) year of service, the Employer will pay the employee thirty five dollars (\$35.00) per month towards their MSP premiums, upon proof of premium payments.

ARTICLE 16 - VARIATIONS

16.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement, signed by both the Employer and the Union.

ARTICLE 17 - PRINTING OF AGREEMENT

17.01 The Union shall be responsible for amending and drafting the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement shall be borne equally between the parties.


ARTICLE 18 - EFFECTIVE AND TERMINATING DATES

18.01 This Agreement shall be effective from March 1, 2007 and shall remain in force until February 28, 2009 and from year to year thereafter unless terminated by either Party on written notice served during the month of December.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers hereunto lawfully authorized in that behalf, this 5th day of OCTOBER, 2007 A.D.

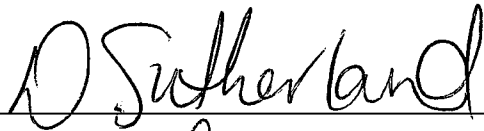
SIGNED ON BEHALF OF:

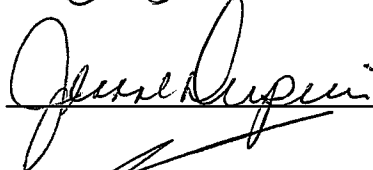
VH SPORTE LTD.





SIGNED ON BEHALF OF:

THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 2087









SCHEDULE "A"

Classifications & Pay Rates

	<u>MARCH 1/07</u>		<u>MARCH 1/08</u> +3%	
	<u>Start Rate</u>	<u>Job Rate</u>	<u>Start Rate</u>	<u>Job Rate</u>
Commercial Embroiderer	9.50	\$12.00	9.78	\$12.36
Graphic Artist	9.50	\$12.00	9.78	\$12.36
Cutter & Sewer	\$9.50	\$10.50	\$9.78	\$10.81
Silkscreener	\$9.50	\$10.00	\$9.78	\$10.30
Production Labourer	\$9.50	\$10.00	\$9.78	\$10.30

Note: Employees working in a higher paid classification will receive the higher pay rate provided they can perform all aspects of the job without supervision.

LETTER OF UNDERSTANDING

between

VH SPORTE LTD.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087**

RE: Employees (Cutters & Sewers) Working From Home

The Parties agree that, once the Collective Agreement has been ratified the provisions of Article 10 will apply, along with all other provisions of the Collective Agreement.

Employees in the "Cutter and Sewer" classification will no longer perform work for the Employer from their home, and the current practice of employees determining their own working hours will cease.

The following will apply to Cutter & Sewers:

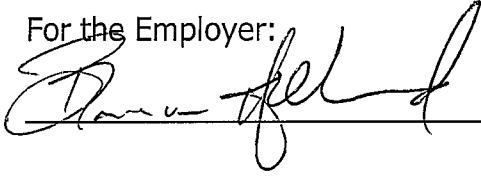
1. The Employer's sewing equipment will be removed from employees homes, and all keys to VH Sporte Ltd premises will be returned to the Employer.
2. Employees will be scheduled to work six (6) hour days
9:00 am - 12:00 pm; 12:30 pm - 3:30 pm, with a half (1/2) hour unpaid lunch break.
These hours may be increased up to full-time hours as required.
3. Work schedules will be posted every Thursday.
4. The Employer will designate smoking areas. The practice of smoking in front of the store will cease. (This applies to all employees.)

.../2

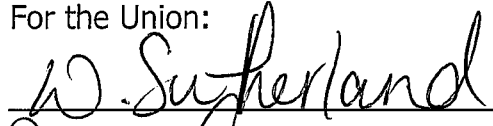
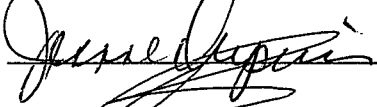
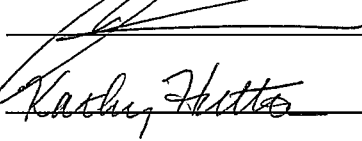
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Letter of Understanding re: Employees (Cutters & Sewers) Previously Working From Home

For the Employer:



For the Union:

Date: OCTOBER 5, 2007