

ADJUSTMENT PLAN

between

**SERVOMATION INC.
("Employer")**

and the

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
("BCGEU" or the "Union")**

Effective February 24, 2010

WHEREAS:

- A. B.C. Place Stadium is to be closed to the public from on or about April 5, 2010 for approximately 15 to 18 months for replacement of the roof. The parties acknowledge they do not control this project and that the exact re-opening date is unknown;
- B. The Employer has issued notices to the BCGEU, the government and employees relating to this construction work;
- C. The Employer's current contract to provide food services at B.C. Place Stadium expires in November, 2010 but the Employer anticipates extending that contract with the owner of the Stadium, B.C. Pavilion Corporation ("Pavco"); and
- D. The parties wish to enter into this Adjustment Plan to govern the rights of employees during and at the conclusion of the roof replacement.

**ARTICLE 1
DEFINITIONS AND SCOPE**

1.1 Definitions

The definitions used in this Agreement shall have the same meaning as those in the Collective Agreement between Servomation Inc. and the B.C. Government and Service Employees' Union ("BCGEU") effective from February 1, 2008 to January 31, 2011 (the "Collective Agreement").

"*Shutdown*" the period of time in which B.C. Place Stadium will be closed to the public to facilitate replacement of its roof. It is currently anticipated that B.C. Place Stadium will close to the public on April 5, 2010 (the "*Shutdown Date*") and reopen in or about June, 2011 (the actual reopening date being the "*Reopening Date*") and no later than November 2011, though the exact date is not controlled by the Employer.

1.2 Scope

The provisions of this Agreement which extend beyond the term of the Employer's current contract with Pavco are conditional on renewal or extension of that contract.

**ARTICLE 2
RECALL RIGHTS**

2.1 Recall Rights Established

- (a) The parties agree that employees shall have a right of recall when the Employer resumes regular work after the Shutdown.

- (b) In order for employees to exercise their right of recall, employees must, in response to notice from the Employer given prior to the Reopening Date, advise the Employer that the Employee wishes to be recalled and, if so, shall provide the employee's availability information as required under the Collective Agreement.
- (c) Employees who fail to advise the Employer in writing (which shall include email) of their desire to be recalled within 14 days of notice from the Employer being provided shall be deemed to have irrevocably elected to voluntarily terminate their employment.
- (d) Employees shall be responsible for updating their personal contact information with the Employer during the Shutdown and thereafter and the Employer shall be entitled to rely exclusively on the last contact information provided, by the employee.
- (e) All communications by employees under this Article to the Employer must be by either email to: fbstaff@bcpavco, fax to 604 661-7240 marked Attn: General Manager; or by regular mail to: Attn: General Manager, Centerplate (Servomation Inc.), B.C. Place Stadium, 777 Pacific Boulevard, Vancouver, B.C., V6B 4Y8

ARTICLE 3
AVAILABILITY AND WORK SCHEDULES DURING SHUTDOWN

3.1 Unavailability Assumed

- (a) No later than 14 days after the Shutdown Date, the Employer shall notify employees by classification, of the scope of possible available work for their classification during the Shutdown. The parties acknowledge that the scope, amount, anticipated hours of work (i.e. day versus evening) and timing of such work will be uncertain but the Employer shall provide as much information as possible. Employees must advise within 14 days of such notice by notice in writing given in the same way as under the Article above whether they will be available for work during the Shutdown and wish to be considered for such work. Employees who fail to respond within 14 days shall be deemed to have elected not to be available for work during the Shutdown. Those employees who elect to be available ("Shutdown Employees") will be listed by seniority on a separate "Shutdown Seniority List" by classification and scheduled according to classification seniority, availability and qualifications in that order for any available work during the Shutdown. The Employer will provide the Union with a copy of the Shutdown Seniority List;
- (b) If during the Shutdown insufficient Shutdown Employees are available for any available work, the Employer shall be entitled to schedule any other available employees in its discretion.

- (c) Employees who elect not to be available for work during the Shutdown will not suffer any loss of seniority.

3.2 Availability to be Provided to Employer on a Quarterly-Basis

- (a) To be eligible for available work during the Shutdown, a Shutdown Employee must inform the Employer of his/her availability on or before the 15th day of each of April 2010, July 2010, October 2010, January 2011, April 2011, and July 2011, for the following three months. If the 15th falls on a Saturday, Sunday or statutory holiday, availability will be given on the first business day immediately following the 15th. The Employer will provide the availability forms and procedures for response etc. will otherwise follow the Collective Agreement.

3.3 Availability Changes

- (a) Shutdown Employees shall be excused from days of previously provided availability if they provide the Employer with advance written notice of a change in their availability prior to being scheduled for work.
- (b) Failure to attend scheduled work by Shutdown Employees shall be subject to the "no show" rules under the Collective Agreement.
- (c) During the Shutdown, there will be no dates on which availability is mandatory. The "no show" provisions of the Collective Agreement shall otherwise apply, with appropriate adjustments to reflect this agreement.

**ARTICLE 4
SENIORITY**

4.1 Seniority Lists

- (a) The Employer will prepare a Service Seniority List and a Classification Seniority List accurate to the Shutdown Date.
- (b) All Employees will be placed on those seniority lists in accordance with the service seniority within their classification.

4.2 Seniority Unchanged During Shutdown

On resumption of work after the Reopening Date, all returning employees shall retain their seniority as at the Shutdown Date.

**ARTICLE 5
BENEFITS FOR CERTAIN EMPLOYEES**


- 5.1 The Employer agrees to extend the current benefits provided to employees Don Virstuk and Ken Nevard, (consisting of MSP premiums, dental and vision benefits, the "Benefits"), during the Shutdown at Employer's cost, if they confirm in writing their intention to request recall at the end of the Shutdown. In the event either employee secures alternate benefit coverages from another source during the Shutdown or decides not to return to work after the Shutdown, such employee shall promptly advise the Employer in writing at which time the Benefits may be discontinued.

**ARTICLE 6
NO TERMINATION PAY RIGHTS ETC.**

- 6.1 The Union, on behalf of the employees, acknowledges that, in light of the terms outlined above:
- (a) The employees are not entitled to notice of termination of employment or termination pay under the *Employment Standards Act*, including section 64 thereof, or to notice of lay-off or pay in lieu under the Collective Agreement by reason of the Shutdown or the notices sent by the Employer to the employees on February 2, 2010;
 - (b) This Agreement fulfills the Employer's obligation to bargain for an adjustment plan under section 54 of the *Labour Relations Code*; and
 - (c) The Union will not make or continue any complaint, grievance, Labour Relations Board proceeding or other proceeding in respect of any of the claims or alleged employee rights or Employer obligations referred to in this Article.

Signed this 25 day of FEBRUARY, 2010.


SERVOMATION INC.
Per: Ken Maguire, General Manager


BCGEU
Per: Dan Cahill, Regional Coordinator