

COLLECTIVE AGREEMENT

between

HOSPITALITY INDUSTRIAL RELATIONS

On Behalf of The Fireside Pub

(Hereinafter referred to as "Employer")
PARTY OF THE FIRST PART

and

HOTEL, RESTAURANT AND CULINARY EMPLOYEES AND BARTENDERS UNION, LOCAL 40

In the City of Burnaby
Province of British Columbia

Affiliated with the Hotel Employees & Restaurant
Employees International Union,
A.F. of L., C.I.O. and C.L.C.

(Hereinafter referred to as "UNION")
PARTY OF THE SECOND PART

JANUARY 1, 2003 - DECEMBER 31, 2006

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ARTICLE 1 INTRODUCTION

1.01 PURPOSE

- (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 21 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.

1.02 GENDER REFERENCES

All articles and clauses referred to in this Agreement apply equally to both male and female employees.

ARTICLE 2 DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period from and including **January 1, 2003** to and including **December 31, 2006**. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.

- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - i. the Union commences a legal strike, or
 - ii. the employer commences a legal lockout, or
 - iii. the parties enter into a new or further Agreement.

- (c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any change in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered, a delivery receipt must be obtained.

2.02 LABOUR RELATIONS CODE OF BRITISH COLUMBIA

The operation of Section 50(2) and 50(3) of the Labour Relations Code of B.C. is hereby excluded.

2.03 STRIKES AND LOCKOUTS

The Union agrees during the term of this Agreement there will be no slow down or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.

2.04 CONTRACTED SERVICES

The Employer agrees that all work coming under the jurisdiction of this Union, in the certified area, performed by anyone, on behalf of, or at the instance of the Employer, directly or indirectly under contract or sub-contract, shall be performed by employees who are members of this Union or who shall become members in accordance with the terms and conditions as set out in this Agreement.

2.05 EXTENT

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any terms, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or part thereof, is void and of no effect.
- (b) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

ARTICLE 3

UNION RECOGNITION

3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

- (a) The employer recognizes the Union as the sole and exclusive bargaining unit described in the certification issued by the Labour Relations Board of B.C., subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- (b) For the purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

3.02 REFUSAL TO WORK WITH NON-UNION EMPLOYEES AND RECOGNITION OF LEGAL PICKET LINES

- (a) Refusal on the part of Union members to work with non-union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union office.
- (b) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this article, a "legal picket line" shall mean only those picket lines expressly permitted under Sections 65(1) and (2) of the Labour Relations Code of British Columbia.
- (c) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

3.03 PERFORMANCE OF BARGAINING UNIT WORK

No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purpose of instruction, experimentation, or management training, in which case trainees shall not displace or replace any employee in the aforesaid classifications except in cases of emergency when regular employees are not available.

3.04 NO DISCRIMINATION

No discrimination shall be shown an employee active in the affairs of the Union. Should an occasion arise as to doubt the reasons for discharge the Union shall be permitted to investigate.

3.05 UNION BUTTONS

The parties agree that all Union employees are entitled to wear a Union button while on duty, provided that the manner in which the button is worn shall not detract from the style of the uniform or costume normally worn by the employee.

3.06 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS

The Employer undertakes, wherever possible and practical, to use services, products and other materials necessary to the proper functioning of the pub, which are manufactured, provided or produced under fair labour conditions.

3.07 UNION HOUSE OR BAR CARD CONTRACT

The Employer agrees to sign the Union House or Bar Card contract and upon signing the employer shall receive the appropriate card and display same.

3.08 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced. The Employer is entitled to require an individual to substantiate that the individual is an authorized representative of the Union.
- (b) When access is required for purposes of such investigation, the Union representative will notify the Employer in advance.
- (c) Access will not be unreasonably denied by the Employer.
- (d) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

ARTICLE 4 UNION SECURITY

4.01 MEMBERSHIP

- (a) All employees who are now members of the Union or who may become members, shall remain members in good standing as a condition employment.
- (b) All new employees shall be required to become members of the Union within thirty (30) days after the date of initial employment. The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union, according to the Union's International Constitution,

provided that the eligibility criteria and the manner of their administration are lawful in this province.

- (c) For purposes of this Article, the term "good standing" is defined to refer only and be limited to the payment of Union membership dues and initiation fees.

4.02 NEW EMPLOYEES

The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this Collective Agreement, and refer such employees to the Union for purposes of obtaining a Union card.

4.03 CHECK-OFF - ASSIGNMENT OF WAGES

- (a) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, union dues, fines, assessments and arrears, as required by Article 4.04.

4.04 CHECK-OFF - PROCESS AND PROCEDURES

- (a) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month in which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.

- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- (f) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

4.05 AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING

Upon notice in writing from the Union to the Employer that an employee:

- (a) is not a member of the Union;
- (b) has not signed a written assignment of wages to pay initiation fees;
- (c) has revoked their written assignment of wages to pay initiation fees, union dues or union assessments;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (f) has resigned from the Union;

the Employer shall immediately discontinue the employment of such employee.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands, and liabilities that may arise for the purposes of complying with the provisions of this clause.

4.06 PARTNERS AND SHAREHOLDERS

- (a) Shareholders and partners in excess of two (2) and managers working in an operation covered by this Agreement shall join the Union and be governed by the terms and conditions as defined in this Agreement.
- (b) Shareholders, partners and/or managers who may be required to join the Union shall not displace or replace a member of this Union.
- (c) Clause 4.06 (a) of this Article shall not apply to shareholders, partners nor managers whose duties are supervisory and/or administrative in nature.

4.07 TRAVELLING CARD MEMBERS

Members of this International Union but not members of Local 40, before being permitted work in establishments within the scope of this Agreement shall not be

permitted work until they have deposited the International Travelling Card at the office of the Local Union, unless such approval is granted by the Local Union.

ARTICLE 5 UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Employer agrees to recognize a duly appointed or elected Shop Steward provided that the Union has first advised that Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (b) The Shop Steward's first obligation is the fulfillment of his/her responsibilities as an employee. During his/her working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (c) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be reasonably withheld.
- (d) The necessary time which is spent by stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (e) Under no circumstances shall a steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.
- (f) The Shop Steward shall not be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.
- (g) The Employer agrees that the Shop Steward may post official communications from the Union to its members on the employees' bulletin boards within the pub.

5.02 MANAGEMENT AND UNION STEWARDS MEETING

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Steward on a monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement.
- (b) All stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Employer.
- (3) Minutes shall be kept as a record of the matters discussed during these meetings.

- (d) Where the Shop Steward agrees there are no problems it will not be necessary to convene the monthly meeting.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 MANAGEMENT RIGHTS

- (a) The entire management of the operation, including discipline of the employees is vested exclusively in the Employer at the Employer's place of business.
- (b) In the exercise of management rights, the Employer will not treat any employee in an unfair and discriminatory manner and will observe the provisions of this Agreement at the Employer's place of business.

ARTICLE 7 HIRING PROCESS AND PROBATIONARY PERIOD

7.01 HIRING PROCESS

Where the Union desires to institute a dispatch hall, it will so advise the Employer. The following will then apply:

- (a) The Union will each month provide the Employer in the zone with an "available members list," including classifications of members who are on lay-off from hotels in that zone and who are registered with the Union. When a member registers the member will fill out a "profile sheet" which includes the member's employment related information, such as the member's qualifications and prior work experience.
- (b) Along with the available members list, the Union will send out copies of the profile sheets for the members whose names appear on the list.
- (c) When the Employer intends to hire to fill a vacancy or a newly created position, the Employer will first consider those members whose names appear on the current available members list. The Employer is entitled to choose a candidate which the Employer considers to be the best qualified and most suitable.
- (d) When the Employer hires a member whose name appears on the list, the Employer will immediately notify the Union office so that the members name can be struck from the list.

7.02 PROBATIONARY PERIOD

The probation period referred to in this Collective Agreement shall be completed after one-hundred twenty (120) calendar days.

ARTICLE 8

EMPLOYEE TRAINING PROGRAMS

8.01 TRAINING

It is agreed that in the event the Employer institutes a training programme the Employer must first receive permission from the Union in each and every instance. This programme shall not exceed thirty (30) days. Failure on the part of the Employer to receive such permission from the Union there shall be no training programme. The established hourly rate for such training programme shall be ten (10) per cent less than the established wage rate for each classification contained within this Agreement.

ARTICLE 9 HOURS OF WORK

9.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
- i. not more than eight (8) hours in any one (1) day;
 - ii. not more than five (5) working days in any seven (7) day period;
 - iii. not more than forty (40) hours in any five (5) working day period.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at double time the hourly rate.

9.02 SPLIT SHIFTS

- (a) Where split shifts are assigned by the Employer, they must conform with the following guidelines.
- i. no shift of less than seven (7) hours may be split,
 - ii. no shift may be split more than once,
 - iii. no part of a split shift shall be less than two (2) hours,
 - iv. all split shifts must be worked within a twelve(12) hour period.
- (b) A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.

(c) The premiums shall be as follows:

- i seven (7) hours worked for eight (8) hours straight time pay
- ii eight (8) hours worked for nine (9) hours straight time pay

9.03 SHIFT HOURS

All shifts assigned by the Employer must conform with the following guidelines:

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of 5, 5½, 6, 6½, 7, 7½ or 8 hours may be assigned, subject to the provisions of 9.04.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

9.04 MAXIMIZING THE LENGTH OF SHIFTS

While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of 8 hours shifts before instituting shifts of 7½, 7, 6½, 6, 5½, 5, 4½, 4 hours.

9.05 ASSIGNMENT OF SHIFTS BY SENIORITY

Within departments and classifications, the Employer must offer and assign the longest shifts to employees with the most seniority. If a more senior employee declines a longer shift in favour of an available shorter shift, then the longer shift shall be again offered on a seniority basis.

The Employer must offer and assign all available forty (40) hour shifts to the employees with the most seniority before implementing shifts of lesser hours.

If a more senior employee declines the forty (40) hour shift in favour of an available shorter shift, then the (40) hour shift shall again be reassigned on a seniority basis.

Where an employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee.

9.06 DAYS OFF

All employees shall receive two (2) days off in each seven (7) consecutive days.

9.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS

Double time shall be paid for all work performed on an employee's sixth and seventh consecutive days of employment.

9.08 PAYMENT FOR TIME IN LIEU OF BREAKS

Employees who cannot get rest periods or meal breaks shall be paid five and one-half (5½) hours worked - six (6) hours pay; six hours worked - six and one-half (6½) hours pay; seven and one-half (7½) hours worked - eight (8) hours pay; eight (8) hours worked - eight and one-half (8½) hours pay. There shall be no deliberate bankrolling of purported violations of this clause by any employee.

9.09 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) hours of work. Such meal breaks shall not be less than one-half (½) hour nor more than one (1) hour on the employees own time.

9.10 REST PERIODS

- (a) All employees are entitled to 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 (2) ten (10) minute rest periods
 - v. Eight (8) hours - two (2) 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.

9.11 EMPLOYEE'S RESPONSIBILITY: WORK START TIMES

Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.

9.12 WORK SCHEDULES

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:

- employee's name
 - classification
 - days off
 - starting and finishing times
- (4) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (5) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (6) An Employer will provide the Steward with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.
- (e) For the last three (3) weeks of December and the first (1st) week of January, the Employer shall post a one (1) month schedule. This schedule will be posted on the first (1st) Thursday in December. This one (1) month schedule is subject to change as per any other schedule under the terms of Article 9.13.

9.13 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours, but not less than twenty-four (24) hours, when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (e) In situations where an employee has not been provided with notice of a change in the employee's work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:

- i. two (2) hours pay unless the employee is unfit to perform his/her duties or he/she has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board, or
 2. where the employee commences work, four (4) hours work and/or pay unless the employee's work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case Paragraph (i) above applies.
- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 17.04 will receive notice required in Article 9.13 (b) and (c).

ARTICLE 10 SENIORITY

10.01 SENIORITY ENTITLEMENT DEFINED

- (a) Department Seniority: For the purpose of this Agreement, "departmental seniority" shall be defined as an employee's total length of continuous service identified in hours worked within the employee's classification(s) within a particular department in the Employer's operation.
- (b) Department: For the purpose of this Agreement, the term "department" shall be understood to mean those departments identified within this Agreement.
- (c) Department Seniority: Issued to determine the order of layoff and recall within a classification within a particular department.
- (d) Where an employee is regularly scheduled in different classifications and/or departments the employee's seniority will accrue in the department and classification where most hours are worked.
- (e) In the event that an employee is regularly scheduled to work an equal amount of hours in two (2) different classifications, the employee can elect which classification he/she will accrue seniority. Once the choice is made it cannot be altered.
- (f) Annual vacation entitlement will be determined by the employee's total years of service in the pub and the employee shall be granted holidays according to that established seniority.

10.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT

- (a) A probationary employee does not have seniority during the probation period, but upon successful completion of the probationary period, the employee is then credited with seniority equal to the total number of hours worked during the probation period.

10.03 ACCRUAL OF SENIORITY

3. Accrual of Seniority: Commencing January 1, 1984, seniority shall be accrued on the basis of completed working hours. Seniority prior to that date shall be based on the seniority lists in effect on December 31, 1983. When determining what hours are counted as working hours, the following shall apply:
- any paid time off shall be counted as working hours;
 - time off as a result of an injury or illness shall be counted as time worked;
 - up to one (1) month of consecutive time off for a leave of absence pursuant to Article 16.01 shall be counted as time worked;
 - other forms of unpaid time off shall not be counted as time worked;
 - time spent on an approved educational course or negotiating committee shall be counted as time worked;
 - all time, to a maximum of twenty-four (24) weeks on maternity leave shall be counted as time worked.
- (b) Seniority lists of December 31, 1982, will reflect the employee's length of service calculated in hours; i.e. one (1) year = 1,820 hours or pro-rated in hours for one-half (½) year = 910 hours. The list shall identify the commencement date of employment and classification.
- (c) An employee will lose all their seniority rights where he/she:
- i. voluntarily terminates his/her employment;
 - ii. is discharged for just and reasonable cause;
 - iii. is on layoff more than six (6) consecutive months;
 - iv. the employee does not return to work on the date specified following an approved leave of absence other than medical;
 - v. the employee receives severance pay in accordance with the terms of this Agreement in Articles 15.0 or 17.09.
- (d) Seniority Retained But Not Accrued: Seniority shall be maintained but not accrued, in the following situations:
- i. during absence for which the Employer does not pay the employee directly such as illness or injury not covered by (c) above;
 - ii. absence during the term of an approved leave of absence;
 - iii. during the period of leave of absence provided for in Article 16.01.

10.04 SENIORITY LISTS

- (a) The Employer agrees to post departmental seniority lists on or before the 1st day of February in each year. The seniority lists shall contain the following information:
 - i. the employee's name;
 - ii. the date from which the employee's service seniority is calculated;
 - iii. the number of hours of seniority accrued commencing January 1, 1983;
 - iv. the employee's job classification.
- (b) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority lists shall be given to the Shop Steward
- (d) New employees will be added to the departmental seniority list upon commencement of employment.

10.05 SENIORITY AND LEAVE OF ABSENCE

No employee shall have the right to claim seniority if the employee has been on a leave of absence in excess of three (3) months, except as provided in Article 16.01 and 16.02.

ARTICLE 11 PROMOTIONS, TRANSFERS, LAYOFF AND RECALL

11.01 PROMOTION

The Employer, when considering applicants for promotion, will apply seniority, provided however that the employee who claims the right to exercise their seniority for the purpose of such promotion possesses the primary qualifications of character and ability to satisfactorily perform the full measure of the work required.

11.02 PROMOTION AND TRANSFER TRIAL PERIOD

- (a) Any employee who is granted a promotion or transfer appointment by the Employer, shall be on a trial period for up to thirty (30) days for promotions and sixty (60) days for transfers. During this trial period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.

- (4) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should the employee decide during the trial period that he/she does not want to continue in the job, then the employee may be returned to his/her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.

11.03 DEMOTIONS AND SENIORITY

When layoffs occur within any department, the last employee hired shall be the first employee to be laid off, based on length of service within the particular classification, it being understood that:

- (5) employees in a higher classification may be demoted to a lower classification and
 - (b) an employee who has been promoted from one classification to another and subsequently demoted to the lower classification shall within that lower classification have seniority according to length of service in the department and shall, if a layoff occurs, be laid off accordingly and shall be recalled in inverse order to that in which the employee was laid off.

11.04 LAYOFF AND RECALL PROCEDURE

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off.
- (b) Employees who restrict their availability for hours of work or workschedules will not be protected by their seniority for recall.
- (c) In the event of a layoff, the order of layoff within the affected classification and department shall be as follows:
 - Probationary employees, then
 - Casual employees, then
 - Temporary employees, then
 - Regular employees.
- (d) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights.
- (e) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or telegraph. Any employee failing to report for duty within sixty (60) hours, excluding Saturday and Sunday

from the time of such notification, shall be considered to have resigned without notice.

11.05 CHANGE OF WORKFORCE - GENDER

No employee shall be laid off for the simple reason of changing the workforce from male to female or female to male.

ARTICLE 12 ADMINISTRATION

12.01 WAGE RATES

The minimum wage rates provided in the attached applicable appendix shall cover the job description and classifications of labour with the jurisdiction of Local 40 and shall remain in effect throughout the specified or extended term of this Agreement.

12.02 COMBINED CLASSIFICATIONS

Where an employee occupies a position which combines two (2) or more classifications of work (except as otherwise provided) the employee shall be paid at the rate of the highest classification provided the employee works in such higher classification for four (4) or more hours during any particular shift. But the pub may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such employees in a higher classification would normally be hired according to the usages of the trade. If the employee works at the higher classification for less than four (4) hours the employee shall then be paid the higher rates for the actual amount of time accordingly.

12.03 WAGE RATE CONDITIONS

- (a) The wage rates outlined in the attached appendix are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.
- (b) The Employer is not entitled to pay wage rates lower than those contained in the appendix, except as specifically provided for in clauses 8.01 and 7.02.
- (c) In cases where the Employer has granted an employee a rate higher than that provided in the Agreement, the premium cannot be withdrawn unless it was granted on a conditional basis and the condition has been exhausted or withdrawn. Otherwise, such a premium can only be withdrawn at the time when the wage rates are being negotiated.

- (d) Casual employees shall receive the hourly wage rates outlined in this Agreement.

12.04 ENTRY LEVEL WAGE RATES

- (a) For the first six (6) calendar months of employment an employee shall receive seventy-five (75) percent of the contractual hourly wage rate for the classification in which the employee is working.
- (b) After six (6) calendar months from the date of hire, the rate will be increased to eighty-seven and one-half percent (87.5%).
- (c) After one (1) calendar year from date of hire, the rate will be the classified rate.
- (d) Transfers or promotions within the Pub will not necessitate the employee reverting to an entry level rate.
- (e) Promotions or transfers within the corporation to another operation which are made at the request of the Employer will not necessitate the employee reverting to an entry level rate.
- (f) Employees who are promoted or transferred within the corporation to another operation at the request of the employee will revert to an entry level rate.

12.05 NEW CLASSIFICATIONS

It is agreed that job classifications and wage rates not specifically set out in the attached appendix of this Agreement shall be included in the schedule by mutual consent of both parties to this Agreement. If unable to agree, either party may invoke the grievance procedure as defined in the Agreement.

12.06 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of the employee's resignation.
- (b) When an employee is laid off or the employee's services are terminated, the Employer shall pay all wages owing the employee within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off or the employee's services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or termination.

12.07 ELECTION DAYS

No wages shall be deducted for time lost on election days. The regular work schedule will prevail for Federal and Provincial Elections.

12.08 FIRST MIXEROLOGIST (FIRST BARTENDER)

- (a) The job duties of the first mixerologist include the mixing and serving of beverages and any other duties consistent with bartending. The first mixerologist may be required to take stock and direct the working force within the confines of the cocktail area. The first mixerologist is responsible for the general cleanliness of the bar and utensils, and general tidiness of all stations while working without a waiter. General cleanliness includes cleaning out the refrigerator, cleaning the bar and bar fixtures, sinks, taps, all working surfaces, bottles and containers.

12.09 BAR PORTER

- (a) The duties of the bar porter shall include the preparation of all necessary fruit and juices, keeping the fridge stocked, and washing glasses. The bar porter is also responsible for the general cleanliness of the bar and utensils, under the direction of the mixerologists. The bar porter may not perform duties normally performed by the bartender or a waiter, and the bar porter's duties are confined to licensed areas only.
- (b) The Employer is entitled to choose not to use a bar porter in any particular situation. In the event that the Employer does choose not to use a bar porter, the duties of the bar porter shall be assigned to the mixerologists.

ARTICLE 13 STATUTORY HOLIDAYS

13.01 STATUTORY HOLIDAYS

For all work performed on the following statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Empire Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
One Floating Holiday	

After one (1) year continuous service the floating holiday will be taken at a time mutually agreeable to the employee and the Employer payable at straight time for each hour the employee would normally have worked. Should Heritage Day or any other day be proclaimed as mandatory during the term of the Agreement it shall be substituted for the floating holiday.

13.02 STATUTORY HOLIDAY FALLING ON DAY OFF

In the event that an employee's day off falls on a statutory holiday, the employee shall receive his/her normal days wages as calculated in 13.03(b).

13.03 PAYMENT FOR STATUTORY HOLIDAYS

- (a) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For purposes of this article, a normal days pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours the employee has worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal days pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.
- (c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half times the employee's normal wage rate for any hours so worked, on all statutory holidays in addition to pay received under (a) above. An employee who works more than their regularly scheduled hours shall be paid double time and one-half for all such hours worked.

13.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a statutory holiday, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bonafide sickness or accident. The Employer is entitled to require a doctor's certificate as proof of such sickness or accident, and any abuse of this provision of an employee may be cause for discipline.

13.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

- (a) If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without leave of the Employer, the employee shall not receive any pay for such holiday.
- (b) The Employer is entitled to require the employee to substantiate the "reasonable cause" for his/her absence.

13.06 NORMAL SCHEDULE

In a week where a statutory holiday occurs the normally scheduled work week must prevail.

13.07 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

- (a) Should any statutory holiday occur during an employee's vacation period, an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period.
- (b) The extra day(s) pay shall be calculated by using the formula contained in Article 13.03. It being understood that the two (2) week period shall be the two weeks immediately preceding the commencement of the employee's vacation.

ARTICLE 14 ANNUAL VACATION

14.01 ANNUAL VACATION PAY: CASUAL EMPLOYEES AND EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE

- (a) Casual employees and other employees with less than one (1) year of completed service, will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Casual employees will receive any annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

14.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS

- (a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Pay</u>
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 20 years	4 weeks	8%
20 years or more	5 weeks	10%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment subject to 10.03 and 14.05 of this Agreement.

- (c) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.
- (d) "Gross earning" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

Employees shall have preference in respect to annual vacations, within their department and classification, according to the seniority list, provided they file applications before September 30th of each year for vacations to be taken during that year.

14.04 VACATIONS

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

ARTICLE 15 HEALTH AND WELFARE/PENSION AND MONTHLY ASSESSMENT ACCOUNT

15.01 EMPLOYER'S CONTRIBUTIONS FOR HEALTH AND WELFARE PLAN, AND PENSION

- (2) **Effective March 1, 2003** the total cost of Health Care Plan and Pension Plan premiums will be one-dollar and seven cents (\$1.16), an increase of three cents (3¢), for each hour of employment performed by an employee covered by this Agreement;
- (3) **Effective January 1, 2004** the Health Care and Pension Plan hourly contribution will increase by three cents (3¢) per hour worked to one dollar and nineteen cents (\$1.19) per hour;
- (4) **Effective January 1, 2005** the Health Care and Pension Plan hourly contribution will increase by three cents (3¢) per hour worked to one dollar and twenty-two cents (\$1.22) per hour;
- (5) **Effective January 1, 2006** the Health Care and Pension Plan hourly contribution will increase by three cents (3¢) per hour worked to one dollar and twenty-five cents (\$1.25) per hour;
- (6) Of the above amount, six cents (6¢) per hour will be contributed by the employee through payroll deductions.

15.02 SPECIFIC ALLOCATION OF THE EMPLOYER'S CONTRIBUTION

The breakdown and allocation of the contribution specified in Article 15.01 shall be as follows:

- (a) **Effective March 1, 2003 one dollar and seven cents (\$1.07)** per hour to the Health and Welfare Plan provided for in the deed of trust between the Union and the non-aligned participating employers,
- (b) **Effective January 1, 2004 one dollar and ten cents (\$1.10)** per hour to the Health and Welfare Plan provided for in the deed of trust between the Union and the non-aligned participating employers;
- (c) **Effective January 1, 2005 one dollar and thirteen cents (\$1.13)** per hour to the Health and Welfare Plan provided for in the deed of trust between the Union and the non-aligned participating employers;
- (d) **Effective January 1, 2006 one dollar and sixteen (\$1.16)** per hour to the Health and Welfare Plan provided for in the deed of trust between the Union and the non-aligned participating employers;
- (e) Nine cents (9¢) per hour to the Pension Plan provided for in a Trust Agreement known as the Hotel, Restaurant & Culinary Employees & Bartenders Union, Local 40, Pension Plan.

15.03 PENSION PLAN QUALIFICATIONS

The Employer agrees that all employees who qualify for benefits under the provisions of the Trust Agreement known as the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 Pension Plan shall be covered by the pension fund as set out in the said Trust Agreement. The allocation in cents per hour will be nine cents (9¢).

15.04 PENSION DEED OF TRUST

It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust between the Union and the non-aligned participating employers in regards to Health, Welfare and Pension, shall be binding on the signing parties. This shall at no time determine the hourly rates as defined within the Collective Agreement, Article 15.

15.05 MONTHLY ASSESSMENT ACCOUNT

It is agreed that effective November 1, 1985, the Employer agrees to contribute eight cents (8¢) per hour for each hour worked by the employee to the assessment account as part of the employee's compensation.

15.06 PAYMENT OF CONTRIBUTIONS

The Employer agrees to forward all monies payable in respect of fringe benefits, on or before the 15th day of the month following the actual performance of work and shall forward said contributions to the Administrator.

15.07 EMPLOYER STATEMENT

The Employer also agrees to remit the contributions together with a monthly statement setting out the names of the employees in respect of which said payments are made, together with the hours of work credits or amounts paid in respect of employees.

15.08 FAILURE TO REMIT

In the event an Employer fails to remit contributions to these plans in conformity with this Clause of the Agreement, the Employer shall, if in default more than ten (10) days after notification by the Union, pay the monies due thereunder and in addition thereto pay these plans a penalty in the amount of \$50.00. The Employer shall be responsible for loss of benefits to any employees because of the Employer's default action.

15.09 INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the Employer's timebook, to ensure that the proper contributions are being remitted pursuant to Article 15.01 of this Agreement.
- (b) In the event that the Union intends to investigate the Employer's timebook, the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

15.10 MATERNITY LEAVE

All employees will be afforded all benefits of maternity/parental leave in accordance with Employment Standards legislation in effect at the time the maternity/parental leave commences.

ARTICLE 16 LEAVES OF ABSENCE

16.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office for a period of up to and including three (3) years.

- (b) A request for such an approval leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by the Secretary of the Union.
- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

16.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as delegate to attend Union conventions or as a member of a negotiating committee. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time, to attend bona fide shop steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence, from any one (1) department.

16.03 COURT ATTENDANCE

Any employee covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal respecting the Pub in which the employee is employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay.

16.04 BEREAVEMENT LEAVE

- (a) A regular employee will be granted three (3) days off without loss of pay in the event of the death of a member of the employee's immediate family.
- (b) "Immediate family" shall be understood to include the employee's mother, father, son, daughter, sister, brother, spouse, father-in-law, mother-in-law, grandparents and step-parents.

- (c) For purposes of this article, "spouse" shall be defined to include a common law spouse with whom the employee has cohabited for a minimum of two (2) years.
- (d) The Employer is entitled to require proof of death and/or relationship.

16.05 MILITARY SERVICE

Members of the Union called up for the Military, Airforce or Naval Services, Red Cross or other combat relief service of Canada during the life of this Agreement will be considered on leave of absence and be returned to their former position upon honourable discharge from the service, provided they are physically and mentally capable and make application within two (2) months.

16.06 JURY AND WITNESS DUTY

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received an employee shall continue to receive their full wages for such period of time. To be eligible for this clause the employee must have completed six (6) months or more with their present Employer.

16.07 GENERAL LIMITATION ON LEAVES OF ABSENCE

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing.

ARTICLE 17 MISCELLANEOUS EMPLOYEE ENTITLEMENTS

17.01 PROTECTED WORKING CONDITIONS

- (a) All working conditions at present in force which are not specifically mentioned in this Agreement and which are not contrary to its general purpose and intent shall continue in full force and effect unless cancelled or terminated in accordance with the terms of this Article.

- (b) Any working condition which was implemented by the Employer on a conditional basis can be terminated when the terms of the condition have been exhausted or fulfilled, or the condition has been withdrawn.
- (c) Any other working condition which was granted by the Employer but which is not specifically provided for in this Agreement may be cancelled by the Employer by:
 - i. serving the Union with written notice within thirty (30) days of the ratification of this Agreement, or
 - ii. serving the Union with written notice of cancellation effective on the last day of each year of this Collective Agreement.

17.02 EMPLOYEE ATTENDANCE AT STAFF MEETINGS

- (a) Where an employee is directed by the Employer to attend a staff meeting during the employee's regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week.
- (c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.
- (d) Where an employee is directed by the Employer to attend a staff meeting during the employee's regular days off, the employee shall be compensated at his/her regular hourly rate for the time spent in such meeting.

17.03 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

- (a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in his/her former position within twenty-four (24) hours, with all rights and conditions which the employee formerly enjoyed, according to the terms of the Agreement which is in effect at the time of the employee's return, subject to the further conditions which follow.
- (b) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically able to resume the performance of the duties.
- (c) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the

absence, the Employer shall have a maximum of seventy two (72) hours in which to adjust the work scheduled to accommodate the returning employee.

17.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

17.05 PERSONAL EFFECTS

The Employer agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets. The Employer cannot enter the locker without the presence of the employee, a shop steward or another member of the bargaining unit.

17.06 COMPENSATION TO EMPLOYEES RE: ENFORCEMENT OF HOUSE RULES FOR PATRONS

Upon presentation of a written bona fide claim by an employee, the Employer shall compensate the employee for the replacement cost of, or repair of, any wearing apparel, false teeth, eye glasses, contact lenses or hearing aids, damaged or destroyed, as a consequence of the employee's participation in the enforcement of house rules and/or participation in the enforcement of Liquor Control Board Regulations and/or at the direction of management or a person appointed by management.

17.07 WAITER TRAY SIZE AND GLASS LIMIT

- (a) It is mutually agreed that no waiter shall be required to carry a load exceeding twelve (12) glasses or equivalent.
- (b) A standard size tray for the transport of liquor shall be supplied by the Employer and shall be used in licensed premises and will not exceed thirteen (13) inches in base diameter. No employee shall be permitted to supply or carry their own tray.

17.08 SEVERANCE ALLOWANCE

All employees, upon termination, shall receive twelve (12) hours pay for each year of continuous service in the establishment. Employees formerly under the jurisdiction of Local 835 shall be entitled to eight (8) hours pay for each year of continuous service from January 1, 1972 to April 30, 1981 and twelve (12) hours pay for each year of continuous service after May 1, 1981.

Employees who qualify under this clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours pay.

Employees working less hours will receive pro rata severance pay for the year based on the actual hours worked as a percentage of one thousand, eight hundred and twenty (1,820) hours, e.g. a person working nine hundred ten (910) hours will receive six (6) hours pay.

Regular hours not worked as a result of a bona fide sickness or accident will be credited to the hours worked.

17.09 CASHOUT IN THE EVENT OF SALE OR TRANSFER

In the event a hotel is sold or transferred, all employees shall be paid severance pay up to the date of such sale by the outgoing owner or lessee. After payment has been made continuous service for the purpose of severance pay commences a new starting date from date of each sale. No duplication or pyramiding of payments is intended.

17.10 LIMITATION ON EMPLOYEE ENTITLEMENTS

Employees who are not actively employed are only entitled to continue to receive such rights, entitlements, benefits, as are specifically given to them by the express terms and conditions of this Agreement, or by applicable legislation.

ARTICLE 18 EMPLOYEE CONDUCT AND DRESS

18.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES

It is mutually agreed that the Employer will post house rules for the conduct of employees and file a copy of those house rules with the Union before enforcing same. Filing with the Union Office is accomplished by delivery of a copy of the house rules through registered mail.

18.02 CONTROL OF ABSENTEEISM

Recognizing that the absenteeism by employees creates staffing and scheduling problems, disruption in the work place to the detriment of other employees, and increased cost to the detriment of all parties, the Employer is entitled to use any or all of the following measures in the control of absenteeism.

- i. The Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work.

- ii. Every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on the employee's behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances, and in the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.
- iii. where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfillment of the employment relationship with the Employer, the Employer may terminate the services of the employee.
- iv. in relation to any provision in this Collective Agreement where an Employer is entitled to require medical evidence of an employee's ability to return to work or to continue to work, the Employer may require that the employee be examined by and present a medical certificate from a physician selected by the Trustees of the Health and Welfare Plan as identified in Article 15.02. In the event that an Employer requires an employee to submit to such an examination, any resulting charge by the doctor which is not paid by the employee's medical insurance plan, will be paid by the Employer.

18.03 AUTHORITY RE: CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS

When an employee is authorized to cash cheques, honour credit cards or credit accounts, the employee will not be held responsible for any losses provided the employee has followed management's instructions, but where an employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without such authorization from management the employee will be held responsible.

18.04 PROPER DRESS

In consideration of the endeavour to improve the standards of the beverage dispensers industry, it is agreed that a proper uniform mode of dress shall be adopted, i.e. dark trousers or skirts, white shirts or blouses, and uniform tie. This dress and the cleaning thereof will be the responsibility of the employee and shall be effective upon signing of this contract.

18.05 UNCONVENTIONAL MODE OF DRESS

Where an unconventional mode of dress or uniform is required by management, it is agreed the dress or uniform shall not be such as to cause discomfort, ridicule or embarrassment to the employee.

18.06 SPECIAL UNIFORMS

If any special uniform shall be required, such as tuxedo, white jackets etc., it is agreed that the Employer shall supply same and be responsible for the cleaning thereof. All uniforms or special articles of wearing apparel worn by the employee while on duty shall be supplied and laundered by the Employer free of cost to the employee.

ARTICLE 19 LIQUOR CONTROL AND REGULATION

19.01 NEW EMPLOYEES: INSTRUCTION RE: LIQUOR CONTROL LEGISLATION AND REGULATIONS

All newly hired employees who will be involved in the sale or handling of liquor, will be provided with instruction to acquaint them with the relevant provisions of the Liquor Control Legislation and Regulations and the importance of complying with those regulations.

19.02 EMPLOYEES SERVING LIQUOR

- (a) No employee who is involved in the serving of liquor shall knowingly sell or serve liquor in the Employer's premises to any person who is under the legal age. Where, after asking the person to produce suitable identification and proof of age, such an employee is in doubt as to the person's age, the employee may refuse service.
- (b) If the employee is directed by a person designated by the Employer to serve a person whose age is in doubt, the Employer shall accept and bear the full responsibility and shall pay any fines or penalties incurred by the employee as a consequence of such service.

19.03 HOURS OF SERVICE

No employee shall give service after the specified hours set by the Liquor Control and License Branch Regulations.

19.04 IMPLEMENTATION OF CHANGES IN REGULATIONS

It is mutually agreed that upon the implementation of any changes in the Liquor Control Board Regulations governing licensed premises, the Union and management will negotiate an Agreement on the problem that could arise there from.

ARTICLE 20 DISCIPLINE AND DISCHARGE OF EMPLOYEE

20.01 DISCIPLINE AND DISCHARGE

- (a) Pursuant to Section 84(1) of the Labour Relations Code of British Columbia the following standards shall be applied:
 - i. Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
 - ii. During the probation period specified in this Agreement, an employee may be discharged if the employee is unsuitable for status as a regular employee.
- (b) In the event that an employee other than probationary is discharged for just and reasonable cause the Shop Steward will be notified and provided with the reasons for the discharge.

ARTICLE 21 GRIEVANCE PROCEDURE

21.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

- (a) Any complaint, disagreement or difference of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- (b) Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

21.02 GRIEVANCE PROCEDURE

- (a) Informal Step:

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At their option, the employee may be accompanied by the Shop Steward for the department in which the employee works.

- (b) Step One:

At this step, notice in writing of the grievance must be filed with a person designated by the Employer within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employees first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the agreement which has been violated.

Any meeting between the parties at this step must involve the employee, the employee's shop steward and a person from management other than the employee's immediate supervisor.

The Employer's representative must answer the grievance in writing within ten (10) days.

(c) Step Two:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the employee and the Union representative and a person or persons designated by the Employer.

This step must be taken by notice in writing within five (5) days of the date on which the written answer was delivered in Step One.

(d) Step Three:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- 1) The optional grievance procedure provided for in 21.06.
- 2) Go to a Single Arbitrator as agreed in (e) below.
- 3) Go directly to full arbitration at Step Four.

(e) If both parties agree, the grievance may be heard by a Single Arbitrator. The parties shall have five (5) working days to agree on an Arbitrator. Failing such agreement, either party may request the Minister of Labour to appoint such Arbitrator. Clauses 21.04 and 21.05 shall apply to such Single Arbitrator.

(f) Step Four:

The final step of the grievance procedure shall be full arbitration as provided herein, unless the parties have previously agreed to be bound by the recommendations of an officer appointed by the Industrial Relations Council, or by the recommendations of the investigator under the optional grievance procedure or by a Single Arbitrator appointed in (e) above.

(g) Union and Employer Policy or General Grievance

The Union or the Employer may file policy, or general grievances. Such grievances shall be filed at Step Two of the grievance procedure.

- (h) Section 96(1) of the Industrial Relations Council is excluded from operation by the parties to the agreement for the purposes outlined in 21.06 (b).

21.03 ARBITRATION BOARD

Seven (7) full days (excluding Sundays and Holidays) shall be allowed for the setting up of a Board of Arbitration. It shall be composed of one (1) representative of the Union and one (1) representative of the Employer, and these two (2) members shall then select an impartial chairman. In the event of failure of these two (2) representatives agreeing on a chairman, the Minister of Labour shall be asked to appoint one.

21.04 ARBITRATION HEARING AND AWARD

- (a) As soon as a chairman has been appointed the arbitration board will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the arbitration board, and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the arbitration board by agreement of the parties.
- (c) Each party to the arbitration will bear the expense of it's nominee, and one-half of the expense associated with the appointment of the chairman.
- (d) The parties recognize that they are bound by a decision of the board, a majority of the board, or by the chairman of the board, in accordance with Section 103 of the Labour Relations Code of British Columbia.

21.05 AUTHORITY OF THE ARBITRATION BOARD

The parties to the arbitration recognize that the authority of the arbitration board is set out in Section 98 of the Labour Relations Code of British Columbia.

21.06 OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE

- (a) Purpose and Scope

Recognizing that there are times and circumstances in which it may be necessary to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties have agreed to provide for an optional grievance investigation procedure.

The process is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

(b) Optional Grievance Investigation Procedure

As provided for in Section 103 of the Labour Relations Code of B.C., where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties will appoint one of the persons named herein as "Investigators", or a substitute agreed to by the parties, to

- 1) investigate the difference;
- 2) define the issue in the difference; and
- 3) make written recommendations to resolve the difference

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

(c) Cost Sharing

As provided for in Section 103 of the Labour Relations Code of B.C., each party shall pay 1/3 of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator. The remaining 1/3 will be paid by the provincial government.

Each of the parties shall be separately responsible for all other costs incurred by each of them in relation to the preparation and presentation of their respective cases and submissions to the Investigator.

(d) Investigators-Alternates Agreed to, and Selection

The parties have agreed that for the term of this Agreement the persons named in a Letter of Understanding will be recognized as their "Investigators" for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment.

Selection of a particular named individual to serve in each instance shall be by agreement of the parties. Should the parties fail to agree on the selection, then the person next on the list after the last appointment shall be chosen.

(e) Option Choice and Timing

Either party may choose to implement the investigation procedure provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision, within five (5) working days of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.

The party receiving notification may refuse to accept the investigator procedure, in which case the arbitration provisions of this Agreement are then available and the time limit contained in that article begins to run from the date of the refusal decision being delivered in writing. No reason for the refusal need be given, and such refusal must be submitted within five (5) working days.

(f) Binding Recommendations

While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreements must be made in advance of the appointment of the Investigator.

21.07 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

- (a) The Union agrees to provide the Employer with a written list of the names of any persons other than Shop Steward, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.
- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

21.08 TIME LIMITS

A grievance or dispute shall commence within the time limit provided, otherwise it shall be deemed to be abandoned.

ARTICLE 22

DEFINITIONS

22.01 OBJECTIVE INTERPRETATION

Where a specific definition of a word, expression, term or a phrase, is not expressly provided in this Agreement, such word, expression, term or phrase shall be interpreted objectively, not subjectively; and according to common and normal grammatical usage.

22.02 TIME SPAN REFERENCES

References to days, weeks, months or years shall be understood to mean calendar days, weeks, or months or years, unless otherwise expressly provided in this Agreement.

22.03 SPECIFIC DEFINITIONS

The following definitions of words, expression, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article:

Department defined as:

- Kitchen
- Public House (Neighborhood Pub)

22.04 TYPES OF EMPLOYEES

Casual Employee:

An employee who works from time to time, on a "on-call basis", but does not work on regular scheduled shifts.

Temporary Employee:

An employee hired for a specific term or project, for a period not to exceed ninety (90) days, with no expectation of continuing employment beyond the specified term or completion of the particular project, for which the employee was hired.

Probationary Employee:

An employee who was hired into probationary status and who has not successfully completed the probationary period.

Regular Employee:

An employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis.

22.05 BANK ROLLING

Is defined as accumulating penalty time beyond the pay period immediately following the period in which the violation occurred.

IN WITNESS WHEREOF, the parties hereto have hereunder caused their seals to be affixed under the hands of the proper officers, this _____ day of _____, 2003.

HOSPITALITY INDUSTRIAL RELATIONS

**HOTEL, RESTAURANT AND
CULINARY EMPLOYEES AND
BARTENDERS UNION, LOCAL 40**

Jack Butterworth
Chairman of the Board

Klaus Jacobsen
Secretary of the Board

Ron Schmidt, Director
of Industrial Relations

FIRESIDE PUB

APPENDIX A
WAGE RATES
FIRESIDE PUB

EFFECTIVE:	Jan 1/03 0%	Jan 1/04 1.5%	Jan 1/05 1.5%	Jan 1/06 2%
Bartender	13.28	13.48	13.68	13.95
Waiter/Waitress	11.80	11.98	12.16	12.40
First Cook	12.20	12.38	12.56	12.81
Sandwich/Grill Cook	10.60	10.76	10.92	11.14
Licensed Retail Store	10.40	10.56	10.72	10.93

LETTER OF UNDERSTANDING #1

**between
HOSPITALITY INDUSTRIAL RELATIONS
on behalf of the
FIRESIDE INN
and
HOTEL, RESTAURANT & CULINARY
EMPLOYEES & BARTENDERS UNION, LOCAL 40**

RE: CREATION OF "FIRST COOK" CLASSIFICATION

The parties agree to create the classification of "*First Cook*" under the following terms and conditions:

1. This Classification shall receive eleven dollars and forty-four cents (\$11.44) as of January 1, 2000, and shall be eligible for any wage increases provided in the Contract.
2. It is understood by the parties that this position shall include some supervisory functions such as training, ordering product, inventory, menu preparation, quality control, etc.
3. It is understood by the parties that the current incumbent of the *Sandwich/Grill Cook* position who is receiving the wage premium of one-dollar and fifty cents (\$1.50) shall be placed in this new Classification and will carry over any seniority hours accrued.

HOSPITALITY INDUSTRIAL RELATIONS

HOTEL, RESTAURANT AND
CULINARY EMPLOYEES AND
BARTENDERS UNION, LOCAL 40

Jack Butterworth
Chairman of the Board

Klaus Jacobsen
Secretary of the Board

Ron Schmidt, Director
of Industrial Relations