

**COLLECTIVE AGREEMENT**

**between the**

**FIREFIGHTERS SOCIAL AND ATHLETIC CLUB  
(hereinafter called “the Employer)**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES’ UNION (BCGEU)**

**Effective from January 1, 2003 to December 31, 2006**

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**DEFINITIONS**

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

*Child* – is deemed to include a ward of the superintendent of Child Welfare, or a child of a spouse.

*Department* – is defined as:

Lounge and Kitchen.

*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 according to common and normal grammatical usage.

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

*Types of Employees* -

*Probationary Employee* – an employee who is hired into probationary status and who has not yet successfully completed seventy-five (75) days.

*Regular Employee* – an employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis.

*Part-time Employee* – an employee who works available shifts under 12 hours per week.

**PURPOSE**

**1.1 Purpose of Agreement**

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

**1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**1.3 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 therefrom.

**1.4 Conflict With Regulations**

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

**1.5 Singular and Plural**

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

## 1.6 Harassment

- (a) The Union and Employer recognize the right of the employees to work in an environment free from harassment and sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.
- (b) "*Sexual Harassment*" means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
- (1) sexual solicitation or advance or inappropriate touching or sexual assault; or
  - (2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c) Harassment is defined as repeated comments or deliberate actions that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work-related purpose, toward an individual or individuals by the employees or the Employer, on any prohibited grounds of discrimination under the Human Rights Act of British Columbia, including age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted.
- (d) Any Party to this Agreement who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence through the Union directly to the Union and the Employer at Step 2 of the grievance procedure. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (e) If the complaint is not resolved pursuant to (d) above, the complaint shall be referred for final resolution through the Fast Track Mediation Arbitration process outlined in Memorandum of Agreement #1. Either Party may refer it to this process without the agreement of the other Party.

## 1.7 Human Rights

- (a) The Employer agrees that, subject to this Agreement, there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of residence, physical handicap, nor by reason of his/her membership or activity in the Union, or any other reason.
- (b) Nothing contained in 1.7(a) shall be interpreted as prohibiting the Parties from jointly agreeing to an Affirmative Action Program.

## 1.8 Joint Consultation

On request of either Party, the Parties must meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

- (a) The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- (b) The Associate Chair of the Mediation Division must, on the joint request of the Parties, appoint a facilitator to assist in developing a more cooperative relationship between the Parties.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

### 2.2 Union Jurisdiction

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.

### 2.3 Right to Refuse to Work with Non-Union Employees

Refusal on the part of Union members to work with non-Union employees, pertaining to the bargaining unit, shall not be deemed a breach of this Agreement. In such cases, the Employer involved will be given prior notice.

### 2.4 Bargaining Unit Work

(a) 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, 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.

(b) When no person other than a person who is excluded from the bargaining unit can be made available to provide relief coverage for coffee breaks and/or the lunch break it shall not constitute a violation of 2.5 for a person who is excluded from the bargaining unit to provide such relief.

### 2.5 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

### 2.6 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 2.7 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate and to the Union's on-site designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee, shall be forwarded to the President of the Union or his/her designate and to the Union's on-site designate.

## **2.8 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) When access is required for purposes of such investigation, the Union Representative will notify the Employer in advance.
- (c) 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.

## **2.9 Recognition and Rights of Stewards**

The Union is entitled to appoint or elect from among the employees a shop steward for each department. The duties of the shop stewards shall be to assist in the reporting and resolution of all grievances within their departments.

- (a) Where there are two (2) or more shop stewards the Union will appoint from their ranks a person who will be the Shop Chairperson.
- (b) The Shop Chairperson will be recognized by the Employer as the official spokesperson on behalf of the Union with respect to grievances at Step 1 and 2 of the grievance procedure.
- (c) The Employer agrees to recognize a duly appointed or elected Shop Steward provided that the Union has first advised the 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.
- (d) The Shop Steward's first obligation is the fulfilment of his/her responsibilities as an employee. The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) 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.
- (f) The Shop Steward shall not be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.

## **2.10 Union Bulletin Board**

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

## **2.11 Union Insignia and Union Shop Card**

Union members shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

## **2.12 Right to Refuse To Cross Picket Lines**

Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the

Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

**2.13 Fair Labour Policy**

The Employer undertakes, wherever possible, to use services, products and other materials necessary to the proper functioning of his/her establishment, manufactured and produced under fair labour conditions.

**ARTICLE 3 - UNION SECURITY**

**3.1 Hiring Process**

- (a) All staff for positions within the bargaining unit will be hired by the Employer.
- (b) Prior to such hiring, the Employer will provide a copy of the application to a designate appointed by the Union.
- (c) The application shall be in a form mutually agreed between the Union and Employer.
- (d) The Union designate shall approve or reject the hiring within five (5) days of receipt of the application copy, during which no appointment shall be made.
- (e) Upon hiring, the Employer shall immediately advise the Union designate in writing of the new employee's name, current mailing address, and job classification.
- (f) All employees shall, as a condition of continued employment become members of the Union and maintain such membership (subject only to the provisions of Section 17 of the Labour Relations Code of British Columbia).

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deductions and the Employer shall also provide a list of names of those employees from whose earnings such deductions have been made together with:
  - (1) the amounts deducted from each employee;
  - (2) the employee's Social Insurance Number;
  - (3) current home address and home phone number;
  - (4) classification and rate of pay;
  - (5) number of hours worked during the period covered.
- (e) Before the Employer is obliged to deduct any amount under (a) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer

signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's earnings the amount of the regular monthly dues and/or assessments payable to the Union by a member of the Union.

(h) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of dues paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. The employee's immediate supervisor will introduce him/her to his/her steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's obligations to the Employer and the Union.

**ARTICLE 6 - MANAGEMENT OF EMPLOYEES**

**6.1 Management Rights**

The entire management of the operation, including discipline of the employees is vested exclusively in the Employer at his/her place of business.

**6.2 Rights Subject to Collective Agreement**

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 his/her place of business.

**ARTICLE 7 - HOUSE RULES**

**7.1 Requirement to Notify Union**

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.

**7.2 Hours of Service**

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

**7.3 Refusal of Service**

(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 or who in the opinion of the employee is in an unfit condition for further service. Where, after asking the person to produce suitable identification and proof of age or notifying the person that they are in an unfit condition for further service, an employee who is in doubt as to age or condition may refuse service.

(b) If an employee is directed by a person designated by the Employer to serve a person as described in (a) above, 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.

**7.4 Employer Liability for Damage**

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, own teeth (for people not covered by the Health and Welfare Plan), 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 Liquor Control Board Regulations and/or at the direction of management or a person appointed by management.

**7.5 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 hotel in which he/she is employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours' pay.

**7.6 Cheques, Cash, Credit Cards and Credit Account Authority**

When an employee is authorized to cash cheques, handle cash, honour credit cards or credit accounts, he/she will not be held responsible for any losses provided he/she has followed management's instructions; but where an employee assumes responsibility of cashing cheques, handling cash, honouring credit cards or credit accounts without such authorization from management, he/she may be subject to discipline. No employee shall be disciplined for shortages unless the employee has sole access to the cash.

**7.7 Cafeteria, Kitchen and Dining Lounge, Pub and Lounge Meal Entitlement**

A wholesome meal shall be supplied by the Employer with no deduction from the employee's wages on the following basis:

All shifts in excess of five (5) hours worked shall receive one (1) meal per day. For employees in the lounge this is contingent upon the Kitchen being open and is based on the food they serve being prepared on the premises.

**7.8 Lock-Up for Personal Effects**

The Employer agrees to provide adequate lock-up facilities for employees' personal effects. The Employer cannot enter the locker without the presence of the employee or a shop steward.

**7.9 Employee Attendance at Staff Meetings**

(a) Where an employee is directed by the Employer to attend a staff meeting during his/her 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.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.

### **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee or the Union may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than twenty (20) days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

### **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee or Union may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting the grievance through the Union steward, to the designated local supervisor.
- (b) The local supervisor shall:
  - (1) sign and date the grievance as received at Step 2; and

- (2) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2.

**8.5 Time Limit to Reply at Step 2**

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff Representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.
- (c) The reply at this step shall include a separate report of the Step 2 meeting and results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.
- (d) The President of the Union, his/her designate, or the Employer may present a grievance at Step 2.

**8.6 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) twenty-one (21) days after the Employer's decision has been received; or
- (b) twenty-one (21) days after the Employer's decision was due whichever occurs first.

**8.7 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within twenty-one (21) days of the date on which the dismissal occurred, or within twenty-one (21) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within twenty-one (21) days of the date on which the suspension occurred, or within twenty-one (21) days of the employee receiving notice of suspension.

**8.8 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, whether directly or indirectly with the aggrieved employee without the consent of the Union.

**8.9 Technical Objections to Grievances**

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

**8.10 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

## ARTICLE 9 - ARBITRATION

### 9.1 Notice of Intent to Arbitrate

Where a difference arising between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure notify the other Party within twenty-one (21) days of the receipt, or due date, of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

### 9.2 Single Arbitrator

When a Party has requested that a grievance be submitted to arbitration, the Parties shall have five (5) working days to agree on a single arbitrator. Failing such agreement, either Party may request that a single arbitrator be appointed pursuant to the Collective Agreement Arbitration Bureau.

### 9.3 Single Arbitrator Procedure

The arbitrator may determine his/her own procedure in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all Parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

### 9.4 Decision of Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on the Parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he/she deems just and equitable. However, the arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

### 9.5 Disagreement on Decision

Should the Parties disagree as to the meaning of the arbitrator's decision, either Party may apply to the arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) days of receipt of such application.

### 9.6 Expenses of Arbitrator

Each Party shall pay one-half (½) of the fees and expenses of the arbitrator.

### 9.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

## ARTICLE 10 - DISCIPLINE

### 10.1 Just Cause

- (a) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
- (b) During the initial probation period specified in this Agreement, a probationary employee may be discharged if he/she is unsuitable for status as an employee.

### 10.2 Discipline Grievance

All dismissals, suspensions and discipline will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal, suspension or discipline shall be given to the employee within

forty-eight (48) hours of the time the discipline is imposed not including weekends and holidays; failure to do so shall render the discipline a nullity. A copy of the written notice of dismissal, suspension or discipline shall be forwarded to the President of the Union or his/her designate within five (5) days of the action being taken.

### **10.3 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, adverse reports, letters of suspension, employee appraisals, or any other act by the Employer detrimental to an employee's record. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided that there has not been any further employment infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

### **10.4 Right to Have Steward Present**

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, or impose discipline, the supervisor shall notify the employee and the Steward in advance of the purpose of the interview. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **10.5 Right of Steward to Have Staff Representative Present**

A steward shall have the right to consult with a staff representative of the Union and to have a representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.

### **10.6 Personnel File**

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Entitlement Defined**

(a) "*Service seniority*" is defined as the length of an employee's service with the Employer calculated as the elapsed time from the date they were first employed, unless their seniority was broken, in which event such calculation shall be from the date they returned to work following the last break in their seniority.

(b) For the purpose of this Agreement except as outlined in (c) and (d) below, and for the purposes of Articles 12.1 and 13.1(b), which shall be based on service seniority, seniority shall be based on an employee's continuous length of service in a classification, within a particular department in the Employer's operation. Such seniority will be calculated in hours worked.

(c) For the purposes of annual vacation entitlement, seniority will be based on the total number of years of service in the hotel or establishment.

- (d) Where an employee is scheduled in different classifications or departments, seniority will be based on combined hours worked and will accrue in the classification and department where the majority of those hours are worked.
- (e) Available extra work outside the classification will be offered on the basis of seniority first within the department and then within the property, provided such senior person possesses the necessary skill, ability and qualifications to perform the full measure of the work required.

### **11.2 Seniority During Initial Probation**

- (a) Employees shall earn, but not be credited with, seniority during the initial probationary period. Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this Agreement apply.
- (b) During initial probation an employee may be paid twenty-five percent (25%) less than the rate outlined in Appendix B for the job to which he/she is assigned.
- (c) Persons who have had their employment relationship terminated with the Employer and who are rehired by that Employer may be required to serve a probation period, but will serve such probation period at the full classified rate of wage.

### **11.3 Probation**

- (a) If there is more than one (1) probationary employee in a classification, the majority of hours on a weekly basis shall be assigned based on the date of hire.

### **11.4 Seniority Lists**

- (a) The Employer agrees to post departmental seniority lists on or before the 1st day of February and the 1st day of August in each year. The periods for calculating the hours worked shall be January 1st to June 30th for the August list and July 1st to December 31st for the February list. The seniority lists shall contain the following information:
- (1) employee's name;
  - (2) the date from which the employee's service seniority is calculated;
  - (3) the number of hours of seniority accrued; and
  - (4) 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 Steward and one (1) copy to the Union staff representative.
- (d) New employees will be added to the list at the time they attain seniority.

### **11.5 Accrual of Seniority**

Seniority will be accrued based on hours worked which shall include:

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury for a period of up to six (6) months;
- (c) leaves of absence up to a period of three (3) months;
- (d) leave in accordance with Article 21;
- (e) leave in accordance with Article 18.

### **11.6 Seniority Retained But Not Accrued**

Seniority will be retained but not accrued during any period of absence not directly paid for by the Employer except as noted elsewhere in this Agreement.

### **11.7 Seniority Lost**

Seniority will be lost when an employee:

- (a) receives severance pay in accordance with this Agreement;
- (b) voluntarily terminates his/her employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff more than twelve (12) consecutive months;
- (e) he/she does not return to work on the date specified following an approved leave of absence other than medical.

## **ARTICLE 12 - PROMOTION, TRANSFER & DEMOTION**

### **12.1 Vacancies & New Positions**

The Employer, when filling vacancies or new positions or offering transfers, will apply seniority, provided however that the employee who claims the right to exercise his/her seniority possesses the necessary qualifications, skill and ability to perform the job.

### **12.2 Transfers**

- (a) Transfers offered by the Employer from one department to another will take place only with the consent of the employee.
- (b) Transfers from one department to another cannot take place unless there is a vacancy or a new position has been created, and no employee will be laid off because of such transfer.

### **12.3 Trial Period**

- (a) Any employee who fills a vacancy, new position, or transfer appointment by the Employer, shall be on a trial period for up to thirty (30) days. 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.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should he/she decide during the trial period that he/she does not want to continue in the job, then the employee will 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, to move back into their job positions and wage rates, which they previously occupied.

### **12.4 Job Posting**

All vacancies and new positions within the bargaining unit will be posted on the bulletin board in each department for at least five (5) consecutive workdays. A copy of all postings will be immediately forwarded to the President of the Union or his/her designate.

### **12.5 Form of Posting**

The standard form to be used for posting on the bulletin board shall specify the type of job vacancy, approximate hours of work, outline of work required, the approximate conditions to which the employee will be exposed, and shall state that all jobs are open to male or female employees.

## 12.6 Temporary Appointments

- (a) All postings will be filled or reposted within ten (10) days of initial posting.
- (b) Provided the Employer selects the senior employee who possesses the necessary qualifications, skill and ability to perform the job, vacancies and/or new positions will be filled on a temporary basis pending completion of the posting process in the following manner:
  - (1) from within the Department where the vacancy and/or new position arose;
  - (2) from within other Departments of the Employer's operation;
  - (3) or pursuant to Article 3.1(a).

## ARTICLE 13 - LAYOFF AND RECALL PROCEDURE

### 13.1 Layoff

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off. No regular employee may be laid off while probationary or casual employees are retained to perform similar work which the regular employee possesses the necessary qualifications, skill and ability to perform.
- (b)
  - (1) Regular employees affected by a short term layoff or reduction in hours may use their seniority to claim available work in any classification, the full duties of which he/she is immediately fully qualified to perform or in which he/she has previously satisfactorily performed. Notwithstanding the foregoing and except as provided in Article 13.5, no employee may bump any regular employee.
  - (2) Short-term layoff is defined as ninety (90) days or less.
- (c) In the event of a layoff, the order of layoff within the affected classification and department shall be as follows:

probationary employees, then  
regular employees.

### 13.2 Recall

Employees shall be recalled in order of seniority provided those to be recalled possess the necessary qualifications, skill and ability to perform the work available.

### 13.3 Contact Point

An employee who has been laid off and wishes to be recalled must insure 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.

### 13.4 Notice of Recall

- (a) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or fax. Any employee failing to report for duty within five (5) calendar days from the time of such notification shall be considered to have resigned without notice.
- (b) For employees who have responded pursuant to 13.4(a), and are gainfully employed elsewhere, upon request shall be granted an additional seven (7) days to report to work for his/her first shift.
- (c) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall while they maintain such restriction.

### **13.5 Indefinite Layoff**

In the event of a closure of a department or departments or an indefinite layoff, a regular employee with one (1) or more year's service who is affected will be placed within other areas of the operation on the basis of his/her service seniority subject only to his/her possessing sufficient qualifications, skill and ability to satisfactorily perform the work in the alternate job after a period of on-the-job orientation under immediate supervision.

## **ARTICLE 14 - HOURS OF WORK, OVERTIME & SCHEDULING**

### **14.1 Normal Straight-time Hours of Work**

(a) The normal straight-time hours of work assigned by the Employer shall conform with the following guidelines:

- (1) not more than eight (8) hours in any one (1) day;
- (2) not more than five (5) working days in any seven (7) day period;
- (3) 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.

### **14.2 Split Shifts**

(a) Where split shifts are assigned by the Employer, they must conform with the following guidelines:

- (1) no shift of less than seven (7) hours may be split;
- (2) no shift may be split more than once;
- (3) no part of a split shift shall be less than two (2) hours;
- (4) 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:

- (1) seven (7) hours worked for eight (8) hours straight-time pay;
- (2) eight (8) hours worked for nine (9) hours straight-time pay.

### **14.3 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, 6, 7 or 8 hours may be assigned, subject to the provisions of 14.5.
- (c) all hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight-time rate.

### **14.4 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 eight (8) hour shifts before instituting shifts of 7, 6, 5 or 4 hours.

**14.5 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 favor of an available shorter shift, then the forty (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.

In the exercise of its rights to schedule shifts in a manner which is consistent with the best interest of its operation, the Employer will make every reasonable effort to apply the principles of seniority to the assignment of shifts which are equal in length.

**14.6 Days Off**

(a) All service employees shall receive two (2) consecutive days off in each seven (7) days, unless at the option of the employee, applied for in writing, they may choose to have days off, not necessarily consecutive. Employees may opt to have non-consecutive days off by providing the Employer with fourteen (14) days' notice in writing. Should the employee opt to return to have two (2) consecutive days off in each seven (7) days he/she shall advise the Employer with fourteen (14) days' notice in writing and the Employer shall grant the request.

(b) All other employees shall receive two (2) days off in each seven (7) days, but the days off need not be consecutive.

**14.7 Time Worked on Sixth & Seventh Consecutive Days**

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

**14.8 Payment for Time in Lieu of Breaks**

(a) Employees who are not provided with a rest period shall be compensated at fifteen (15) minutes extra straight-time pay for the loss of their rest period.

(b) Employees who are not provided with a meal break shall be compensated at thirty (30) minutes extra straight-time pay for the loss of their meal break and will take their meal at their station as time allows.

**14.9 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 (1/2) hour nor more than one (1) hour on the employees own time.

**14.10 Rest Periods**

(a) All employees are entitled to rest periods in accordance with the following schedule:

- (1) 4 hours ..... one (1) ten (10) minute rest period
- (2) 5 hours ..... one (1) ten (10) minute rest period
- (3) 6 hours ..... one (1) ten (10) minute rest period
- (4) 7 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.
- (c) Time to commence when the employee arrives at the assigned rest area or a total of fifteen (15) minutes from the employee's work station.

#### **14.11 Work Start Time**

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.

#### **14.12 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.
- (b) 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.
- (c) 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.
- (d) 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) By noon Wednesday of each workweek the Employer will establish and make available the complete schedule of anticipated coverage in each department for the period commencing midnight Saturday of that week and continuing forward to 11.59 p.m. Saturday one (1) week later.

#### **14.13 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) Employees who report to work as scheduled shall be paid for the shift in the event that the shift is cancelled.
- (f) (1) Employees may exchange shifts with prior authorization of the Employer and the Employer shall not unreasonably withhold authorization.

(2) There shall be no increased cost to the Employer should employees exchange shifts with the Employer's authorization.

(3) Once the Employer has authorized the exchange of shifts there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

**ARTICLE 15 - EMPLOYEE TRAINING**

**15.1 Work Experience Programmes**

It is agreed that in the event the Employer institutes a work experience programme the Employer must first receive permission from the Union in each and every instance. This program shall not exceed forty-five (45) days. Failure on the part of the Employer to receive such permission from the Union there shall be no work experience program.

**15.2 Liquor Control Legislation and Regulation Instruction for New Employees**

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.

**ARTICLE 16 - UNIFORMS AND CLOTHING**

**16.1 Proper Dress**

In consideration of the endeavour to improve the standards of the hospitality industry, it is agreed that a proper uniform mode of dress shall be adopted; i.e. black trousers or skirts, white shirts or blouses and uniform tie. This dress and the cleaning thereof will be the responsibility of the employee.

**16.2 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.

**16.3 Special Uniforms**

If any special uniform shall be required, 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 17 - PAID HOLIDAYS**

**17.1 Paid Holidays**

The following have been designated as paid holidays:

- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labour Day       |
| Good Friday      | Thanksgiving Day |
| Victoria Day     | Remembrance Day  |
| Canada Day       | Christmas Day    |
| B.C. Day         | Boxing Day       |
| One Floating Day |                  |

After one (1) year continuous Service, the floating holiday will be taken each calendar year at a time mutually agreeable to the employee and the Employer or at a time of the employees choice provided

two (2) weeks' notice is given and provided the Employer may limit the number of employees on a floating holiday at any one (1) time to one (1) employee per department. The floating holiday shall be 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 this Agreement, it shall be substituted for the floating holiday.

### **17.2 Holiday Falling on Day Off**

Employees who are eligible for holiday pay will receive a normal day's pay for the holiday, whether or not they are scheduled to work on the holiday.

### **17.3 Normal Day's Pay**

For purposes of this Article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours he/she has worked in the two (2) week period immediately preceding the week in which the holiday occurs, divided by ten (10) to establish the hours to be paid for the holiday. In the case of the calculation of a normal day's 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.

### **17.4 Premium for Work on Holiday**

A regular Employee who is scheduled by the Employer to work on a holiday, shall be paid one and one-half (1½) times his/her normal wage rate for any hours worked, plus a normal days pay. At the option of the employee, he/she may bank the additional days pay and take it as time off at a mutually agreed upon time or be paid out at the end of the year. Employees who work less than twelve hours per week shall be paid statutory holiday pay as per the employment standards act.

### **17.5 Premium for Additional Hours on Holiday**

An employee who works more than his/her regularly scheduled hours shall be paid double time and one-half (2½) for all such additional hours worked.

### **17.6 Statutory Holiday During and Following Employee's Vacation**

(a) Should any statutory holiday occur during an employee's vacation period, the formula in Article 17.3 shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall, in addition, receive an extra day off, either the working day preceding or the working day following the vacation period.

(b) Should a statutory holiday fall during the first week immediately following the end of an employee's vacation, the formula in Article 17.3 will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.

(c) Should a statutory holiday fall during the second week immediately following the end of an employee's vacation, the formula in Article 17.3 will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

### **17.7 Eligibility for Holiday Pay**

(a) To be eligible to receive pay for a holiday, an employee must work his/her last regularly scheduled shift immediately prior to the holiday and his/her 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 bona fide 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 by an employee may be cause for discipline.

### 17.8 Loss of Holiday Pay

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, he/she shall not receive any pay for such holiday.

### 17.9 Normal Schedule Must Prevail

In a week where a paid holiday occurs the employee's normally scheduled workweek must prevail.

## ARTICLE 18 - ANNUAL VACATION

### 18.1 Employees With Less Than One Year's Service

- (a) Employees with less than one (1) year of completed service, will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Such employees will receive any annual vacation pay to which they are entitled with their regular paycheques for each pay period or at the employee's option may accumulate vacation pay until the end of the calendar year.

### 18.2 Annual Vacations and Pay Entitlements

- (a) (1) 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:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4 percent
3 years but less than 7 years	3 weeks	6 percent
7 years but less than 18 years	4 weeks	8 percent
18 years or more	5 weeks	10 percent

- (b) "*Consecutive years*" as used herein, shall be understood to mean consecutive years of service with the same establishment.
- (c) Annual vacation pay shall be calculated using the applicable percentage(s) from (a) above, as a percentage of the employee's gross earnings for the preceding year, or since his/her last full payout.
- (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.
- (e) For the purpose of calculating vacation time pursuant to 18.2(a), the higher time shall be used for any vacation period taken during the qualifying anniversary year. An employee who terminates prior to actually reaching his/her qualifying anniversary date shall have any over payment deducted from his/her final pay.

### **18.3 Prime Time**

Subject to the provisions of this Article, it is the intent of the Parties that no employee shall be restricted in the time of year he/she chooses to take his/her vacation entitlement. However, all employees shall be allowed to take up to four (4) weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which shall be defined as the prime-time vacation period.

### **18.4 Seniority Preference in Scheduling**

Employees shall have preference in respect to annual vacations, within their department and classification, according to seniority with a minimum of one (1) employee in any classification having the right to schedule his/her vacation at anytime. Where an employee chooses to split his/her vacation, his/her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

### **18.5 Circulation of Vacation Preference Form**

- (a) Vacation preference forms will be circulated by April 1 of each year and posted by May 1 of each year.
- (b) An employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation preference form shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation requests received after May 1 in any year shall be approved in accordance with this Article within thirty (30) days of receipt of the request.
- (d) A vacation period, once scheduled, will not be cancelled without the consent of the employee.

### **18.6 Vacation Pay on Termination**

An employee who terminates his/her employment for any reason shall be compensated his/her full vacation pay as provided in Article 18.2.

### **18.7 Vacation Pay on Notice**

- (a) An employee shall be provided with his/her full vacation pay on the last payday preceding his/her scheduled vacation. Vacation pay shall be accompanied by a complete statement outlining the basis upon which the vacation pay was calculated.
- (b) Employees who choose to split their vacation entitlement shall be entitled to receive an advance of up to one-half (½) of his/her vacation pay accumulated to date of request. This advance if requested, shall be made available on the payday preceding the first vacation period scheduled in any year provided it was requested two (2) weeks in advance of that payday.

### **18.8 Vacation Pay on a Separate Cheque**

The Employer agrees to issue an employee's vacation pay on a separate cheque if requested in writing, seven (7) days prior to the end of the pay period.

## **ARTICLE 19 - ILLNESS AND INJURY**

### **19.1 Return to Work Following Illness or Injury**

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 forty-eight (48) hours, with all rights and conditions which he/she formerly

enjoyed, according to the terms of the Agreement which is in effect at the time of his/her return, subject to the further conditions which follow.

### **19.2 Certification of Fitness**

Prior to reinstating the employee, the Employer is entitled to require documentation, at the Employer's expense if the cost is not borne by the Health Care Plan, from a physician or from the Workers' Compensation Board, certifying that the employee is medically able to resume the performance of the duties.

### **19.3 Delay on Prolonged Illness or Injury**

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 schedule to accommodate the returning employee.

## **ARTICLE 20 - UNION AND OTHER LEAVE**

### **20.1 Leave to Hold 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 approved leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by the President of the Union. A request for leave under this clause may be denied until such time as the Employer has had thirty (30) days' advance notice.
- (c) An employee who obtains such a leave of absence shall return to his/her employment within thirty (30) calendar days after the completion of his/her employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

### **20.2 Leave for Union Business**

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay and without loss of seniority in accordance with Article 11.4 to:
  - (1) elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
  - (4) to employees called by the Union to appear as witnesses.
- (b) In exercising its rights under 20.2(a) the Union will take into consideration the availability of replacement staff. Provided leave is requested for only one (1) employee that employee shall be deemed to be replaceable and the leave granted without question by the Employer.
- (c) In the event the Union fails to provide the Employer with at least seven (7) days' notice prior to the commencement of the leave under 20.2(a) and there are no staff available to replace the employee for whom leave is requested, then the Employer may deny the leave until proper notice is given.

(d) To facilitate the administration of this clause, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence under this clause shall include sufficient travel time. It is understood that employees on leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence.

### **20.3 Bereavement Leave**

(a) A regular employee will be granted three (3) working days off without loss of pay in the event of the death of a member of his/her immediate family. If an employee is travelling out of province, they shall be provided with an additional two (2) days of unpaid leave of absence if requested by the employee.

(b) "*Immediate family*" shall be understood to include the employee's mother, father, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, same-sex spouse, step-children, step-parents, grandchildren and grandparents.

(c) For purposes of this Article, "*spouse*" shall be defined to include a common-law spouse with whom the employee has co-habited for a minimum of one (1) year.

### **20.4 Jury and Witness Duty**

Employees who serve on a jury or as a subpoenaed witness 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 his/her full wages for such period of time. To be eligible for this clause the employee must have completed the probationary period. Employees shall not receive pay if the court action is occasioned by their private affairs.

### **20.5 Election Days**

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

### **20.6 Time Off to Vote**

An employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot without loss of pay.

### **20.7 Unpaid Leave of Absence**

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. Such leave shall not be unreasonably denied.

## **ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **21.1 Maternity Leave**

(a) An employee is entitled to maternity leave of up to fifteen (15) weeks without pay.

(b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.

(c) The period of maternity leave alone or in combination with the leave period of 21.3 shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

**21.2 Parental and Adoption Leave**

(a) Upon written request an employee shall be entitled to parental leave of up to thirty-five (35) consecutive weeks without pay. The leave period may be extended by an additional five (5) weeks where the employee's claim is extended pursuant to Section 12(8) of the Employment Insurance Act.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty (35) weeks parental leave between them.

(c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed commencement date.

(d) Leave taken under this clause shall commence:

(1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1 or 21.3;

(2) In the case of the other parent, immediately following the birth or placement of the adoptive child;

(3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the fifty-two (52) week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld;

Such leave request must be supported by appropriate documentation.

**21.3 Benefit Waiting Period**

Where an employee is entitled to and takes leave pursuant to 21.1 and/or 21.2 and is required by Employment Insurance to serve a two (2) week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two (2) weeks without pay immediately before leaves pursuant to 21.1 and 21.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

**21.4 Entitlement Upon Return to Work**

(a) An employee who returns to work after the expiration of maternity, parental, or adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(b) On return from maternity, parental, or adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

**21.5 Fringe Benefits Continue**

During the period of maternity and parental leave the Employer shall continue contributions to the fringe benefit package on the same basis as though the employee had not taken the leave.

## ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

### 22.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

### 22.2 Unsafe Work Conditions

Where an employee acts in compliance with Section 3.24 of the Workers' Compensation Board Industrial Health and Safety Regulations as it existed on May 1, 1983, he/she shall not be subject to disciplinary action.

### 22.3 Injury Pay Provision

Subject to other coverage, an employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury or illness, shall receive payment for the remainder of his/her shift.

### 22.4 Transportation of Accident Victims

Subject to other coverage, transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, or current local accommodation, whichever is more appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

## ARTICLE 23 - TECHNOLOGICAL CHANGE

The procedures to be followed by the Employer and the Union concerning technological change shall be in accordance with the Labour Relations Code, Section 54 - Adjustment Plan.

## ARTICLE 24 - SEVERANCE PAY AND CASHOUT

### 24.1 Severance Pay

(a) All employees, upon termination, shall receive twelve (12) hours pay for each year of continuous service in the establishment except an employee who has his/her employment terminated for just cause.

(b) 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, unless absent under conditions where he/she continues to accrue seniority, 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.

### 24.2 Cashout in the Event of Sale

In the event the Firefighters Social and Athletic Club 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 anew starting from date of each sale. No duplication or pyramiding of payments is intended nor shall acceptance of severance in accordance with this Article constitute a break in seniority.

### **24.3 Severance Pay Claim**

Should a claim for severance pay not be made within thirty (30) calendar days following the date of termination, the entitlement to severance pay shall be forfeited.

## **ARTICLE 25 - FRINGE BENEFITS**

### **25.1 Contribution**

(a) Effective the first day of the month following ratification, the Employer will pay to the Union one dollar and twenty-eight cents (\$1.28) for each hour worked by an employee covered by this Agreement for Health and Welfare Benefits.

### **25.2 Payment of Contributions**

The Employer agrees to forward all monies payable by him/her in respect of fringe benefits, on or before the 10th day of the month following the actual performance of work and shall forward said contributions to the Union in respect to Health and Welfare.

### **25.3 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.

### **25.4 Failure to Remit**

(a) In the event an Employer fails to remit contributions to these plans in conformity with this Agreement, the Employer shall, upon notice, if in default more than ten (10) days, pay the monies due thereunder and in addition thereto, pay these plans a penalty in the amount of fifty dollars (\$50). The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

(b) In addition to the penalty provided in 25.6(a) and, notwithstanding Article 9.6 of this Agreement, an Employer who fails to remit contributions as provided in this Agreement shall bear the full cost of any arbitration proceeding required to enforce a claim including the Union's witness and counsel costs and expenses to a maximum of one thousand dollars (\$1,000).

### **25.5 Investigation of the Employer's Payroll Records**

(a) The Employer shall allow the properly authorized representative of the Union reasonable access to investigate his/her time book, to ensure that the proper contributions are being remitted pursuant to Article 25 of this Agreement.

(b) In the event that the Union intends to investigate the Employer's time book, the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

## **ARTICLE 26 - PAYMENT OF WAGES**

### **26.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

## 26.2 Wage Rates

The wage rates provided in the attached applicable Appendix shall cover the job description and classification of labour within the jurisdiction of the Union and shall remain in effect throughout the specified or extended term of this Agreement.

## 26.3 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 his/her resignation.
- (b) When an employee is laid off or his/her services are terminated, the Employer shall pay all wages owing to him/her within forty-eight (48) hours, exclusive of Saturdays, Sundays, or holidays.
- (c) When an employee is laid off, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff.

## 26.4 Combined Classifications

Where an employee occupies a position which combines two (2) or more classifications of work he/she shall be paid at the rate of the highest classification provided he/she works in such higher classification for four (4) or more hours during any particular shift. But the Employer 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 he/she shall then be paid the higher rates for the actual amount of time accordingly.

## 26.5 Gratuity Distribution

- (a) All gratuities paid either by cash or credit card shall be turned over to the members of the bargaining unit who provided the service for division by them in a manner determined by them after consultation with local management.
- (b) All gratuities received by the Employer in any manner other than as outlined in 27.5(a) shall, upon receipt by the Employer, be distributed to the members of the bargaining unit who provided the service in a manner determined by them after consultation with local management.
- (c) The Employer agrees not to take any action to deter a customer from paying a gratuity. In accordance with the foregoing, invoices or bills will show an appropriate space for payment of a gratuity.
- (d) In the event of any dispute under this Article, the Employer will make available for inspection by the Union any original documentation required to conclusively establish the full particulars of gratuities received.
- (e) Nothing in this Article shall be construed as prohibiting members of the bargaining unit from agreeing to include in gratuity distribution non members of the bargaining unit who are directly involved in the provision of the service and have historically received a portion of gratuities.

# ARTICLE 27 - JOB CLASSIFICATIONS

## 27.1 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 this Agreement.

**27.2 Mixologist**

(a) The job duties of the mixologist include the mixing and serving of beverages and any other duties consistent with bartending. He/she may be required to take stock and direct the working force within the confines of the cocktail area. He/she 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. While working without a service person; he/she shall also service the floor if work load permits.

(b) Zahming and full cleaning of glasswashers that includes breakdown of piping will be undertaken at the request of the Employer and shall be considered as paid time.

**27.3 Service Person (waiter/waitress)**

Duties shall consist of placing beverage orders and transportation of same to the patrons, and if required by management to also take food orders and transport same to patrons. The general tidiness of their stations within the confines of the Club area, and any other duties consistent with waiting.

**27.4 Line Cook**

Preparation and serving of food to the standards required by the supervisor or management. General cleaning of small wares and equipment in their station and all other items required in the operation of food.

**27.5 Dishwasher**

Cleaning all kitchen wares and equipment. Busing of kitchen wares from Lounge area and servicing condiment table.

**27.6 Employee in Charge**

Duties shall consist of the control and direction of the other employees on duty, including the right to make scheduling adjustments in accordance with the Collective Agreement for the day-to-day operation.

He/she shall have the responsibility of securing and closing of the building at the end of the business hours.

The Club may assign other related duties as are deemed appropriate, but will not assign or allow the Employee in Charge to discipline the other employees.

The Employee in Charge shall only be paid when management is not working. The Employee in Charge shall receive a minimum of four (4) hours' pay under these circumstances.

**ARTICLE 28 - DURATION OF AGREEMENT**

**28.1 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.

(b) All notices on behalf of the Union shall be given by the President of the Union or appointed designate. Similar notices on behalf of the Employer shall be given by the Director of the Association.

**28.2 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at anytime during the life of this Agreement.

**28.3 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**28.4 Sections 50(2) and 50(3) Excluded**

The operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

**28.5 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of ratification.

**SIGNED ON BEHALF OF THE  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman,  
President

\_\_\_\_\_  
Jack Steele  
Secretary Treasurer/CEO

\_\_\_\_\_  
Debbie Welch  
Bargaining Committee Chairperson

\_\_\_\_\_  
Doug Beckett  
Negotiator

\_\_\_\_\_  
Andrew Leo  
Bargaining Committee

\_\_\_\_\_  
Darlene Thorburn  
Coordinated Bargaining Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**APPENDIX A**  
**WAGE RATES – DEPARTMENTS**

<b>Licenced Premises</b>	<b>Effective January 1, 2004</b>	<b>Effective January 1, 2005</b>	<b>Effective January 1, 2006</b>
Mixologist	14.34	14.48	14.77
Server	12.64	12.77	13.04
Employee-In-Charge	15.96	16.12	16.44
Cook	13.40	13.53	13.81
Dishwasher	10.19	10.29	10.49

**Signing Bonus**

The Employer shall pay all employees on staff at the last pay period of 2003 one-half of one-percent (.05%) for all hours worked since January 1, 2003.

**MEMORANDUM OF AGREEMENT #1**  
**FAST TRACK MEDIATION/ARBITRATION PROCESS**

**PREAMBLE**

The Parties recognize that there may be times when an expedited mediation/arbitration process is desirable.

**ARTICLE 1 - AUTHORITY**

The B.C. Government and Service Employees' Union and the Firefighters Social and Athletic Club must agree on a case by case basis to use the mediation/arbitration process in this Memorandum. Once the Parties have agreed, the mediation/arbitration process in this Memorandum will substitute for that portion of the grievance arbitration provisions of the Collective Agreement contained in Article 8 and Article 9 that have not already been exhausted by either Party.

**ARTICLE 2 - FRAMEWORK FOR MEDIATION/ARBITRATION PROCESS**

- (a) The outcome will be binding on the Parties.
- (b) The procedure may be used after Step 1 or Step 2 of the grievance procedure.
- (c) The procedure cannot be used should an application for a Settlement Officer under Section 87 of the Labour Relations Code have been made by either Party.
- (d) No legal counsel will be used by either Party. The Union will use elected officers or staff representatives. The Firefighters Social and Athletic Club will use employees or members of the executive.
- (e) The number of cases to be heard at any given time will not exceed three (3).
- (f) The Parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
- (g) Wherever possible the arbitrator will attempt to mediate a settlement between the Parties.
- (h) In a case where the arbitrator must write a decision, such decision shall be brief and to the point.
- (i) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- (j) General rules of evidence will be waived except for the rule of "*onus*".
- (k) The offices of the Firefighters Social and Athletic Club and of the B.C. Government and Service Employees' Union will be used for the process on an alternating basis starting with the B.C. Government and Service Employees' Union offices.

**ARTICLE 3 - PROCEDURE GUIDELINES**

- (a) **The Opening Statement:** This should basically set out the case from each Party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- (b) **The Hearing:** Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- (c) **The Argument:** As agreed, the Parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the arbitrator.
- (d) **Mediation:** Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him/her. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
- (e) **The Decision:** If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of his/her decision, the Parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the Parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

**ARTICLE 4 - CUSTOMER COMPLAINT GRIEVANCES**

With respect to grievances involving customer complaints, the following will apply:

- (a) The person to whom the complaint was given be called to testify.
- (b) Bargaining unit or staff employees who can provide direct evidence with respect to the complaint be called to testify.
- (c) Wherever possible the complaint be committed to writing, in the customer's own handwriting.
- (d) Prior to the hearing, the Parties discuss the evidence so there are no surprises.

**ARTICLE 5 - AGREED LIST OF MEDIATORS/ARBITRATORS**

John Hall, Joan Guden, Irene Holden, Chris Sullivan and Brian Foley will be selected on a rotating basis. The Parties may from time to time mutually agree to add to or substitute for the persons listed.

**SIGNED ON BEHALF OF THE  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman,  
President

\_\_\_\_\_  
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Debbie Welch  
Bargaining Committee Chairperson

\_\_\_\_\_  
Doug Beckett  
Negotiator

\_\_\_\_\_  
Andrew Leo  
Bargaining Committee

\_\_\_\_\_  
Darlene Thorburn  
Coordinated Bargaining Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**LETTER OF UNDERSTANDING #1**

**RE: SEVERANCE PAY – FIREFIGHTERS SOCIAL AND ATHLETIC CLUB**

For service prior to January 1, 1995, an employee who has completed one (1) or more years of service with the Employer shall be entitled to severance pay. Severance pay shall consist of twelve (12) hours' pay at the employee's current hourly rate for each full year of employment from April 25, 1984. This clause applies to employees upon retirement, layoff, transfer of the business or resignations.

For service after January 1, 1995, the Collective Agreement will apply.



**LETTER OF UNDERSTANDING #3**

**RE: PENSION PLAN/HEALTH & WELFARE –  
FIREFIGHTERS SOCIAL AND ATHLETIC CLUB**

- a. Notwithstanding Article 25 of the Collective Agreement, all employees of the Firefighters Social and Athletic Club working on October 12, 1994 will continue to participate in the Pension Plan in force during the 1993 – 1994 Collective Agreement until such time as the Plan identified in Article 25 matches or raises the Plan described in this Letter.
- b. The Employer shall continue to pay twenty-three cents (23¢) per hour to the Pension Plan for Employees working at the date of ratification. Such employees shall contribute fifteen cents (15¢) per hour worked for a total contribution of thirty-eight (38¢) per hour.
- c. This Letter of Understanding will not apply to employees hired after October 12, 1994. Instead, Article 25 of the Collective Agreement will apply.

**LETTER OF UNDERSTANDING #4**

**RE: RELIEF WORK – FIREFIGHTERS SOCIAL AND ATHLETIC CLUB**

The Chef/Manager and the Assistant Chef may perform bargaining unit work, except that such performance shall not result in either the layoff of any bargaining unit member or the failure to call a bargaining unit member into work if such are available.

**SIGNED ON BEHALF OF THE  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman,  
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\_\_\_\_\_  
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Bargaining Committee

\_\_\_\_\_  
Darlene Thorburn  
Coordinated Bargaining Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.