

COLLECTIVE AGREEMENT

Between:

LOYAL ORDER OF MOOSE #1667

On behalf of its members set forth in the schedule attached and those members added from time to time by notice given to the Union

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

And:

UNITE HERE, LOCAL 40

(Hereinafter referred to as Union)
PARTY OF THE SECOND PART

FEBRUARY 1, 2005 - JANUARY 31, 2008

INTRODUCTION

1.01 Purpose

(1)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.

ARTICLE 2 **DURATION AND INTEGRITY OF AGREEMENT**

2.01 Duration

(1)This Agreement shall be for the period from and including February 1, 2005 to and including January 31, 2008. 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.

(2)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:

1. the Union commences a legal strike; or
2. the Employer commences a legal lock out; or
3. the parties enter into a new or further Agreement.

(3)During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

(4)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 - Section 50(2) and (3) Excluded

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

2.03 Work Interruption Prohibited

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

2.04 Contracted Services

The Employer agrees that work coming under the jurisdiction of this Union, 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 the Union, or who shall become members in accordance with the terms and conditions as set out in this Agreement except as hereinafter provided volunteers may be utilized under the following conditions:

(1)Emergency situations until a regular employee is available.

2.05 Impact of Legislation

(1)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 term, 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 provision or part thereof, is void and of no effect.

(2)In the event that existing 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 the 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

(1)The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued under the labour laws of the Province of B.C., subject to the exclusions subsequently ordered by the Labour Relations Code or recognized by the parties.

(2) For 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

(1) 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.

3.03 Fair Labour Services, Products and Materials

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

(2) No employee shall be required to handle or use any products that are declared unfair as recognized by the B.C. Federation of Labour or the Canadian Labour Congress. In all such cases notification of the products involved will be given to the Employer in writing by the Union.

3.04 Recognition of Legal Picket Lines

(1) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purpose of this article, a “legal picket line” shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code.

(2) 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) The Employer has no obligation to reassign the employee to other work, or to continue to pay an employee’s wages and benefits during the period while the employee is refusing to cross a legal picket line.

3.05 Performance of Bargaining Unit Work

Except as otherwise permitted by the Collective Agreement 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 purposes 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.

3.06 Union Buttons

The parties hereto agree that all Union employees shall wear the Union button while on duty, but the manner in which such button is worn shall not detract from the style of the uniform or costume worn by the employee.

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.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 Management Rights

- (1)The entire management of the operation, including discipline of the employees is vested exclusively in the Employer at his place of business.
- (2)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 place of business.

4.02 Working Managers

- (1)The practice at each Club as at May 1, 1991 with regard to one Club or Bar Manager working Mixerologist shifts will be considered the status quo and may be continued during the life of this collective agreement
- (2)A Manager may work shifts as a Mixerologist in addition to the status quo to a maximum of forty (40) hours per week provided such additional hours do not prohibit Mixerologists (or Servers who regular supplement their floor hours by working as Mixerologists) from maximizing their hours.
- (3)Should a Manager terminate his or her relationship at a Club for any reason, then the new Manager may only initially assume the number of shifts referred to in (a) above as the status quo.
- (4)A Manager who works shifts on the bar must be a union member.
- (5)Notwithstanding (d) above, a Manager may relieve for rest periods or meal breaks.

4.03 Voluntary Help

It is mutually agreed that no voluntary help shall be permitted for any position normally filled by a Union member during normal days and hours of operation. Normal days and hours of operation shall be those as allowed by the Liquor Control and Licensing Branch Regulations and the established policy of the bargaining unit.

In the event that a fund raising event should occur outside of normal days and hours of operation any employee asked to work shall have the option of refusing such a shift without prejudice.

Where an Employer does not have an auditorium or hall, and he uses his certified bargaining unit area for such club functions as is allowable by the Liquor Control and Licensing Branch, he may continue to do so without prejudice.

ARTICLE 5 **UNION SECURITY**

5.01 Membership

- (1) All employees who are now members of the Union or who may become members, shall remain members in good standing as a condition of employment.
- (2) 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.
- (3) 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.

5.02 Check-Off - Assignment of Wages

- (1) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (2) The Union agrees to supply the Employer with the completed assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, union dues, fines, assessments and arrears, as required by Article 5.03.

5.04 Travelling Card

Members of this International Union but not members of Local 40 prior to being permitted work in the 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 6 UNION STEWARDS

6.01 Union Stewards

- (1) 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.
- (2) The Shop Steward's first obligation is the fulfilment of his responsibilities as an employee. During his working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievance.
- (3) The Union Steward must not leave his assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (4) 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 time worked.
- (5) 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.
- (6) The Shop Steward shall not be discriminated against or disciplined for the proper performance of his duties on behalf of the Union.
- (7) The Employer will provide the Union with a list of persons in management with whom the Union Stewards should deal in matters arising under this Article.

ARTICLE 7
PROBATIONARY PERIOD

7.01 Probationary Period

The probation period referred to in this Collective Agreement shall be completed after thirty (30) shifts of work performed or ninety (90) calendar days, whichever occurs first.

ARTICLE 8
SENIORITY

8.01 Seniority Entitlement

(1) Departmental Seniority:

For the purposes of this Agreement “departmental seniority” shall be defined as an employee’s total length of continuous service identified in hours worked within his classification(s) within a particular department in the Employer’s operation.

(2) In the event that an employee is regularly scheduled to work an equal amount of hours in two different classifications, the employee can select which classification he will accrue seniority.

(3) Annual vacation entitlement will be determined by the employee’s total years of service in the establishment and the employee shall be granted holidays according to that established seniority.

8.02 Eligibility for Seniority Entitlement

(1) For the purpose of this Agreement, “seniority” shall only apply to an employee who has completed his or her probationary period.

(2) Upon successful completion of the probationary period, an employee will be credited, for the purposes outlined in (a) above, with the total number of hours worked during the probation period.

(3) When there are two or more employees on probation at the same time, the principles of seniority will be applied.

8.03 Accrual of Seniority

(1) Accrual of Seniority: Seniority shall be accrued on the basis of completed working hours. When determining what hours are counted as working hours, the following shall apply:

1. Any paid time off shall be counted as working hours;
2. Time off as a result of an injury or illness shall be counted as time worked, provided that a related claim is accepted by either the Workers' Compensation Board of the Health and Welfare Plan provided for in this Agreement;
3. Up to one (1) month of consecutive time off for a leave of absence pursuant to Article 10.02 shall be counted as time worked;
4. Other forms of unpaid time off shall not be counted as time worked;
5. Time spent on an approved educational course or negotiating committee shall be counted as working hours;
6. Employee is on maternity.

(b) An employee will lose all his seniority rights where he:

1. Voluntarily terminates his employment;
2. Is discharged for just and reasonable cause;
3. Is on lay off more than twelve (12) consecutive months;
4. Does not return to work on the date specified following an approved leave of absence other than medical;
5. The employee received severance pay in accordance with the terms of this Agreement 17.10.

(c) Seniority Retained but not Accrued: Seniority shall be maintained but not accrued in the following situation:

1. Where an employee has been granted, by the Employer, a leave of absence for up to three (3) months.

8.04 Layoff and Recall Procedure

(1) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off.

(2)Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.

(3)In the event of a layoff, the order of layoff within the affected classification and department shall be as follows:

Casual Employees
Regular Employees

(4)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 recall rights.

(5)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.

8.05 Transfers

(1)Transfers offered by the Employer from one department to another will take place only with the consent of the employee.

(2)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.

8.06 Promotion and Transfer Trial Period

(1)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 can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.

(2)Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should he decide during the trial period that he does not want to continue in the job, then the employee shall 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.

8.07 Seniority Lists

(1)The Employer agrees to post department seniority lists on or before the 1st day of February in each year. The seniority lists shall contain the following information:

1. The employee's name;
2. The date from which the employee's service seniority is calculated;
3. The number of hours of seniority accrued;
4. The employee's job classification.

(2)The seniority list shall be posted and maintained by the Employer. Any objection to the accuracy of a posted seniority list must be lodged with the Employer within 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.

At the time of posting, a copy of the seniority lists shall be given to the Shop Steward.

New employees will be added to the department seniority lists upon commencement of employment pursuant to Article 8.02(a).

8.08 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:

- (1)employees in a higher classification may be demoted to a lower classification; and
- (2)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 he was laid off.

8.09 Job Posting

- (1) Openings in classifications which are known in advance of the date they are required will be posted with the work schedules for a period of five (5) days in order that employees currently on payroll will be given first consideration to fill the opening.
- (2)Notwithstanding (a) above, the Employer is entitled to choose a person to fill a position which the Employer considers to be the best qualified and the most suitable.

ARTICLE 9
HOURS OF WORK

9.01 Normal Straight Time Hours of Work

(1)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.

9.02 Split Shifts

There will be no split shifts allowed except in cases of emergency or where the employee agrees then the following rules shall apply:

(1)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.

(2)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 ore more.

(3)The premium 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.

9.03 Shift Hours

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

(1)Four (4) hour shifts will be the minimum shift permitted in any one (1) day.

(2)Shifts of six (6) or eight (8) hours may be assigned, subject to the provisions of 9.04.

(3)Casual employees may be scheduled for 4, 5, 6, 7 or 8 hour shifts.

(4)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 Shift

(1)While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first build and maintain shifts of 8, 6 or 4 hours as the only recognized shifts. Wherever possible, all eight (8) hour shifts will be scheduled before six (6) hour shifts are scheduled, with a similar progression downward to four (4) hour shifts.

(2)The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts or incur any penalty.

9.05 Days Off

Employees shall receive two (2) days off in each calendar week. Wherever possible the days off will be consecutive.

9.06 Overtime

Double time will be paid for all hours worked in excess of eight (8) hours in a day or for any work performed on the sixth (6th) or seventh (7th) day of an employee's work week.

9.07 Unpaid Meal Breaks

Employees working a six (6) or eight (8) hour shift will be granted a luncheon period between the third and fifth hour of work of not less than one-half (½) hour nor more than one (1) hour on the employee's own time.

9.08 Rest Periods

All employees working a six (6) hour or eight (8) hour shift shall be allowed two (2) fifteen (15) minute rest periods each day aside from meal time. Such minutes shall be taken on the Employer's time. A four (4) hour shift shall be allowed one (1) fifteen minute (15) minute rest period.

9.09 Payment for Time in Lieu of Breaks

In addition to being compensated for the time worked in lieu of a break or breaks, the

employee shall receive an additional sum equal to the amount of the lost break or breaks to a maximum of thirty (30) minutes per shift.

9.10 Work Schedules

(1)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

(2)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.

(3)All posted work schedules pertaining to shifts of employees shall be on the proper Provincial Department of Labour forms of the Province of British Columbia. All employees shall be given forty-eight (48) hours notice of any changes of their respective work schedule except in circumstances beyond the Employer's control.

(4)Should the above note be adhered to then the employee shall be paid for the hours as though the shift had been worked as scheduled.

9.11 Assignment of Shifts

The employee shall have the right of bid of hours, shifts and days off as determined by his seniority within classification and department. It being clearly understood that management will have the right to set the shifts, then the employees will bid on these shifts by virtue of their seniority.

9.12 Time Between Shifts

It is mutually agreed that there will be a minimum of twelve (12) hours between the finishing time and start up time of each regular employee (no back to back shifts) unless the employee so agrees.

ARTICLE 10 **LEAVES OF ABSENCE**

10.01 Leave of Absence: Employee Elected to Union Office

- (1)The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union office position for a period of up to and including five (5) years.
- (2)A request for such an approved leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by Officers of the Union.
- (3)An employee who obtains such a leave of absence shall return to his employment within thirty (30) calendar days after the completion of his employment with the Union.
- (4)The Employer is not obligated to grant such leave to more than one (1) employee at a time.

10.02 Leave of Absence: Union Convention and Educational Programs

- (1)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 or executive board member. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (2)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.
- (3)The Employer shall grant further unpaid leaves of absence to employees for the purpose of attending labour courses of instruction 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.
- (4)The Employer is entitled to insist that not more than one employee can be absent on such leaves of absence, from any one establishment.

ARTICLE 11 **ABSENCES FROM WORK**

11.01 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:

- (1)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.

- (2) Every employee who is unable to report to work due to illness or injury shall make every reasonable effort to notify the Employer, or have someone else notify the Employer on his 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.
- (3) Where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfilment of the employment relationship with the Employer, the Employer may terminate the services of the employee.
- (4) 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. 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.

11.02 Employees Returning to Work After Illness or Injury

- (1) 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 former position within twenty-four (24) hours, with all rights and conditions which he formerly enjoyed, according to the terms of the Agreement which is in effect at the time of his return, subject to the further conditions which follow.
- (2) 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.
- (3) 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 12 **MODE OF DRESS**

12.01 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., black trousers or skirts, white shirts or blouses, and uniform tie, other than club uniform. This dress and the cleaning thereof will be the responsibility of the employee and shall be effective upon the signing of this contract.

12.02 Special Uniforms

If any special uniform shall be required such as tuxedo, white jacket, etc., it is agreed that the Employer shall supply the same and be responsible for the cleaning and maintenance thereof.

12.03 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.

12.04 Cleaning and Supply of Uniforms

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 13
ENFORCEMENT OF HOUSE RULES

13.01 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 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 Liquor Control Board Regulations and/or at the direction of management or a person appointed by management.

ARTICLE 14
STATUTORY HOLIDAYS

14.01 Statutory Holidays

The following days shall be paid statutory holidays as they pertain to this Collective Agreement. For all work performed on the following named statutory holidays:

New Year's Day
Victoria Day
Good Friday
Canada Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed by the Federal and/or Provincial Governments, compensation at the rate of double and one-half the hourly rate for all hours worked.

In addition to the days hereinbefore specified all employees shall be entitled to and be granted a floating day off with pay, in lieu of East Monday, PROVIDED, that the employee gives the Employer seven (7) days notice of such day that he/she desires off. Only one employee at a time may take such a day off and in the event of two or more employees desiring the same day off, seniority shall be the governing factor.

14.02 No Deduction from Wage

On holidays on which an employee is not required to work by law, no deduction shall be made from his or her regular weekly wage, e.g., Christmas Day, Good Friday.

14.03 No Work on Holiday-Regular Schedule

Where an employee is not required to work on a statutory holiday defined in this Agreement shall occur, employees covered by the Agreement are all entitled to a week's pay for the performance of four (4) days work. Where an employee works more than four (4) days in such a week, they would then, therefore, be entitled to six (6) days' pay. Where a statutory holiday occurs, the normally scheduled work week must prevail.

14.04 Christmas and Boxing Day

Where there are two (2) statutory holidays, e.g., Christmas and Boxing Day, four (4) days work shall entitle employees to six (6) days' pay. Five (5) days work shall entitle employees to seven (7) days' pay.

14.05 Eligibility for Pay

Any employee shall forfeit statutory holiday pay by refusing to work on the last scheduled shift prior to the holiday and the first scheduled shift after the holiday.

14.06 Loss of Statutory Holiday Pay

Any employee will forfeit statutory holiday pay by refusing to work on a statutory holiday when scheduled to do so.

14.07 Part-Time Employees

Employees who are employed on a regular part-time basis, less than forty-two (42) hours per week shall determine statutory holiday pay by adding the total number of hours worked in the week preceding the statutory holiday pay and divide by five (5) to establish the hours pay for such statutory holiday(s).

ARTICLE 15 ANNUAL VACATION

15.01 Employees With Less Than Three Years Service: Separate Cheques

Employees with less than three (3) years service will receive holiday pay in accordance with the provisions of the Annual and General Holiday Act.

All employees shall receive annual vacation pay on a cheque separate from their regular pay cheque.

15.02 Casual Help

All casual help will receive their four (4%) percent holiday pay included with wages at the conclusion of shift together with an itemized statement of earnings and deductions.

15.03 Annual Vacations and Pay Entitlements

(1) Employees having completed three (3) years or more of service shall receive three (3) weeks vacation with pay computed on the basis of six (6%) percent of his/her gross earnings for the preceding year.

(2) Employees having seven (7) years or more of service shall receive four (4) weeks vacation with pay computed on the basis of eight (8%) percent of his or her gross earnings for the preceding year.

(3) Employees having twenty (20) years or more of service in one establishment shall receive six (6) weeks vacation with pay computed on the basis of twelve (12%) percent of his/her gross earnings for the preceding year.

15.04 Vacations to be Taken

Vacations shall become due on the anniversary date of the employee's employment. Vacations do not necessarily need to be taken at this time, but the date may be mutually agreed upon in writing, between the Employer and employee provided it falls within eight (8) months of the anniversary date of employment.

15.05 Scheduling of Vacation

Applications for annual vacation filed by March 1st of the year the vacation is to be taken, shall be given preference in order of seniority of the applicants subject to the availability of the time requested. Applications received after March 31st will not be given preference.

15.06 Health & Welfare/Pension While on Vacation

The Employer agrees to pay Health & Welfare and Pension Fund contributions while an employee is on annual vacation.

Effective February 1, 2005, the hourly rate is one dollar and forty-five cents (\$1.45) per hour based on the hours the employee worked in the preceding weeks before the annual holiday. Effective February 1, 2006, the contribution will increase to one dollar and forty-eight cents (\$1.48) per hour. Effective February 1, 2007, the contribution will increase to one dollar and fifty-one cents (\$1.51) per hour.

ARTICLE 16 **ADMINISTRATION**

16.01 Combined Classifications

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

16.02 Wage Rate Conditions

- (1)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.
- (2)In cases where the Employer has granted an employee a higher rate 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.
- (3)All wage increases shall apply to all employees unless otherwise specified in this Agreement.

16.03 New Classifications and Wage Rates

It is agreed that job classifications and wage rates not specifically set out in Article 10 of this Agreement shall be included in the schedule by mutual consent of both parties to the Agreement. If unable to agree either party may invoke the grievance procedure as defined in this Agreement.

16.04 Payment of Wages Upon Termination, Layoff or Resignation

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

16.05 Waiter Tray Size & Glass Limit

- (1)It is mutually agreed that no waiter shall be required to carry a load exceeding twelve (12) glasses or equivalent. 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 his or her own tray.

ARTICLE 17 MISCELLANEOUS

17.01 Cash Handling - Cheque Cashing

- (1)When an employee is authorized by management to cash cheques he or she will not be held responsible for any losses provided he or she has followed management's written instructions, but where an employee assumes the responsibility of cashing cheques without such authorization from management, he/she will be held responsible.
- (2)Provided a secure system is in place, all employees will be responsible for correctly accounting for and reconciling their cash.

17.02 No Individual Agreements

- (1)No employee shall be compelled to or allowed to enter into any individual contract or agreement with his Employer concerning the conditions of employment varying the conditions of employment contained herein.

(2) 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.

17.03 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.

17.04 Protected Working Conditions

(1) 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.

(2) 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.

(3) Any other working conditions which were granted by the Employer but which are not specifically provided for in this Agreement may be cancelled by the Employer by:

1. Serving the Union with written notice within thirty (30) days of the ratification of this Agreement, or
2. Serving the Union with written notice of cancellation effective on the last day of each year of the Collective Agreement.

17.05 Bereavement Leave

(1) The Employer agrees that all regular employees shall be entitled to three (3) days off without loss of pay for compassionate leave. Death in the family is to be defined as: mother, father, son, daughter, sister, brother, spouse, father-in-law, mother-in-law, grandparents, common-law mother-in-law, common-law father-in-law, children of common-law spouse, common-law spouse.

(2) Common-law is defined as a member and the common-law spouse who have resided together for at least twelve (12) months.

17.06 Gender References

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

employees.

17.07 Election Days

No wages shall be deducted for time lost on election days and the regular work schedule will prevail.

17.08 Sick Leave

(1) It is mutually agreed that all employees covered by this Agreement shall accumulate one-half ($\frac{1}{2}$) day per month worked sick leave. To qualify for this benefit, an employee must work an average of two (2) shifts or more per week during the months on which the calculation is based.

(2) It is mutually agreed and understood that sick leave shall be used for sickness only and not as a cash bonus, extension to annual vacation or floating day off.

(3) A medical report may be requested by the Employer at the time of sickness, such cost to be borne by the Employer.

(4) Where abuse of this provision is suspected, the Employer may draw such abuse to the Union's attention with the understanding that the Union shall report back to management the reason for such illness.

17.09 Leave to Appear as Witness

(1) Subject to the provisions of paragraph (b), any employee covered by this Agreement who is required to attend any commission, court or hearing, to give evidence in any civil or criminal case respecting the Club in which he is employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay and a maximum of eight (8) hours pay.

(2) For the purposes of this Article 17.09, a commission, court or hearing does not include a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union.

(3) Notwithstanding paragraph (b), an employee who is called by the Employer to give evidence at a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union, shall be compensated in accordance with the provisions of paragraph (a).

17.10 Severance Allowance

(1) All employees, upon termination, shall receive twelve (12) hours pay for each year of continuous service in the establishment from January 1, 1972.

Employees who qualify under this clause must be employed for not less than one year and must work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours pay.

(2) 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 and ten (910) hours will receive six (6) hours pay.

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

(4) Termination as referred to in this Article shall not include termination for proven dishonesty.

17.11 Jury and Witness Duty

Employees who serve on a jury or as 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 his full wages for such period of time. This clause shall not be applicable to casual employees.

17.12 Military Service

Members of the Union called up for the Military, Air Force or Naval Services, Red Cross or other combat relief services 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.

17.13 Personal Effects

The Employer agrees to provide adequate lock-up facilities for employees' personal effects.

17.14 Maternity Leave

All employees shall be afforded all benefits of Maternity Leave in accordance with Employment Standards legislation in effect May 1991 or any amendment thereto.

17.15 Enforcement of Regulations

The Employer shall pay all legal costs arising out of any charges laid by reason of an employee enforcing Liquor Control and Licensing Branch Regulations as defined within the

Act. The employee when enforcing these rules and regulations will do so in a reasonable manner.

17.16 Self-Service

Self-service will be in strict accordance with the Liquor Regulations of British Columbia.

ARTICLE 18 **GRIEVANCE PROCEDURE**

18.01 Definition and Recognition of a Grievance

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.

18.02 Grievance Procedure

(1) 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 he/she reports. At his/her option, the employee may be accompanied by the Shop Steward for the department in which the employee works.

(2) 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 employee 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, his/her Shop Steward and a person from management.

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

(3) 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, the Shop Chairperson and/or a 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 to Step One.

(4) In the event that resolution of the grievance, satisfactory to the Union or the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to Arbitration.

18.03 Single Arbitrator

The parties shall have five (5) working days to agree on a single arbitrator. Failing such agreement, either party may request the Minister of Labour to appoint such Arbitrator.

18.04 Policy Grievance

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

18.05 Arbitration Hearing

(1) As soon as an Arbitrator 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.

(2) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue to be placed before the Arbitrator, 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 Arbitrator by agreement of the parties.

(3) Each party to the arbitration will bear one-half (½) the expense associated with the appointment of the Arbitrator.

(4) The parties recognize that they are bound by a decision of the Arbitrator.

18.06 Authority of the Arbitrator

The parties to the arbitration recognize that the authority of the Arbitration Board is set out in Section 89 of the Labour Relations Code of British Columbia.

18.07 Time Limits

A grievance or dispute shall commence and proceed through the steps of the grievance procedure within the time limits provided, otherwise it shall be deemed to be abandoned. The time limits may be extended by mutual consent of the parties.

18.08 Persons Authorized to Deal with Grievances

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

ARTICLE 19 HEALTH & WELFARE/PENSION/ASSESSMENT ACCOUNT/ EMPLOYEE ASSISTANCE PROGRAM

19.01 Health & Welfare

The Employer and the Union agree that employees shall be covered by and protected under provisions of a Health Care Plan provided for in a certain Trust Deed between the Union and the Non-Aligned participating Employers as Trustees of the Plan.

19.02 Contribution to Health & Welfare

Effective February 1, 2005, the total cost of coverage in Article 19, clause 19.01 of this Agreement, shall be one dollar and twelve cents (\$1.12) per hour for each hour of employment, to be paid by the Employer. Effective February 1, 2006, the total cost of coverage will be one dollar and fifteen cents (\$1.15) per hour, to be paid by the Employer. Effective February 1, 2007, the total cost of coverage will be one dollar eighteen cents (\$1.18) per hour, to be paid by the Employer.

19.03 Failure to Remit Health & Welfare Contribution

In the event an Employer fails to remit contributions to this plan 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 amount of monies due thereunder and in addition thereto pay the plan a penalty in the amount of fifty (\$50.00) dollars a day. The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

19.04 Pension Fund

The Employer agrees that all employees covered by this Agreement and who qualify for benefits under the provisions of the Trust Agreement known as the UNITE HERE, Local 40 Pension Plan, shall be covered by the Pension Fund as set out in the said Trust Agreement.

19.05 Contribution to Pension

The total cost of coverage in this Agreement shall be thirty-three cents (\$0.33) for each hour of employment performed by an employee covered by this Agreement, to be paid by the Employer.

19.06 Payment of Contributions

The Employer agrees to forward all monies payable by him in respect of pension benefits on or before the 10th day of the month following the actual performance of work and shall forward said contributions to the office of the Administrator of the Pension Plan between the 1st and 10th day of each month.

19.07 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.

19.08 Failure to Remit Pension Contributions

In the event an Employer fails to remit contributions to this plan 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 amount of monies due thereunder and in addition thereto pay the plan a penalty in the amount of fifty (\$50.00) dollars a day.

19.09 Assessment Account

The Employer agrees to remit to the Secretary of UNITE HERE, Local 40 an amount equal to eight (8¢) cents for each hour worked by each employee covered by this Agreement to the Assessment Account of each such employee as part of his or her compensation.

The Union shall provide each Employer with a suitable form on which to identify the contributions made under the requirements of this Article.

19.10 Investigation of Time Book

The Employer shall allow the properly authorized representative of the Union to investigate

their time book to see that proper contributions to the Health & Welfare and Pension Plans are being remitted.

19.11 Employee Assistance Program

The Employer agrees to remit to the Secretary of UNITE HERE, Local 40 an amount equal to two cents (\$0.02) for each hour worked by each employee covered by this Agreement to the Employee Assistance Account of such employees as part of his or her compensation.

ARTICLE 20 DISCIPLINE AND DISCHARGE

20.01 Discipline & Discharge

(1) Pursuant to Section 84(1) of the Labour Relations Code of British Columbia the following standards shall be applied:

1. Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
2. During the probation period specified in this Agreement, an employee may be discharged if he is unsuitable for status as a regular employee.

(2) 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 discharge.

ARTICLE 21 DEFINITIONS

21.01 Department

Defined as: Canteen
 Cocktail Lounge
 Banquets

21.02 Casual Employee

An employee who works from time to time but not on regular scheduled shifts.

A casual employee shall be one who is temporarily hired to perform work in addition to the steady shifts already established by the Employer.

A casual employee shall not accrue seniority as long as he/she remains a casual employee.

Casual employees who do not perform work on a statutory holiday will not be eligible for pay for such holiday.

21.03 Steady or Permanent Employee

An employee who works on schedule of hours as indicated by the Employer.

21.04 Time Span References

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.

21.05 Bank Rolling

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

21.06 Mixerologist

(1)The job duties of the mixerologist include the mixing and serving of beverages and any other duties consistent with bartending. He may be required to take stock and direct the working force within the confines of the cocktail area. He 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.

(2)He is not obligated to perform any janitorial duties other than the general cleanliness of the bar and utensils and general tidiness of all stations while working without a waiter.

21.07 Bar Porter

(1)The duties of the bar porter shall include the preparation of all necessary fruit and juices, keeping the fridge stocked, and washing glasses. He is also responsible for the general cleanliness of the bar and the utensils, under the direction of the Mixerologists. He may not perform duties normally performed by the mixerologist or a waiter, and his duties are confined to licensed area only.

(2)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.

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

THIS _____ DAY OF _____, 20____.

SIGNED ON BEHALF OF:

LOYAL ORDER OF MOOSE #1667 UNITE HERE, LOCAL 40,

WAGE RATES

CLASSIFICATION	CURRENT	FEB 1, 2005	FEB 1, 2006	FEB 1, 2007
Bartender	\$13.28	\$13.41	\$13.54	\$13.68
Server	\$11.90	\$12.02	\$12.14	\$12.26

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