

ARTICLE 1 - PURPOSE

- 1.01** The general purpose of this Agreement is to establish satisfactory relations between the Club and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees in the bargaining unit.
- 1.02** Any disagreement in regard to matters set out in this Collective Agreement shall be resolved using the grievance and arbitration procedure set out in this Collective Agreement.
- 1.03** In the event of failure to reach an amicable settlement between the Club and the Union in regards to the following articles and clauses in this Agreement, the matter or matters in disagreement shall be submitted to the Grievance Procedure as set out in this Agreement. This clause shall bind all other clauses, appendices and other understandings or interpretations, now or in future, that shall be or is part of this Agreement.

ARTICLE 2 - DURATION OF AGREEMENT

- 2.01** **This Agreement shall be for the period from and including November 1, 2006 to and including October 31, 2009 and from year to year thereafter subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of the expiry of this Agreement, June 30, 2009, or immediately preceding the 1st day of November in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.**

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (a) The Union goes on legal strike, or
 - (b) The Club shall legally lock out its employees, or
 - (c) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement.
- 2.02** The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.
- 2.03** The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work. The Employer agrees that during the term of this Agreement there will be no lock out.

ARTICLE 3 - RECOGNITION

- 3.01** The Union is recognized as the sole bargaining agency for all employees certified in the bargaining unit and all such employees within the scope of this Agreement are referred to whenever the term "employee" is used in this Agreement; and the Club agrees not to bargain with any other labour organization for such employees specified in this Agreement during the life of it.

3.02 The Club agrees that all work coming under the jurisdiction of this Union performed by anyone, on behalf of, or at the instance of the Club, directly or indirectly under contract, or sub-contract, shall be performed by employees as set out in this Agreement, with the exception of specialty functions.

3.03 No employee shall be required to cross a legal picket line arising from a strike or lockout.

3.04 The Union shall appoint from among the employees and the Employer shall recognize Shop Stewards as designated by the Union. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.

(a) The Union will promptly notify the Employer of the name of the Shop Steward and any changes thereto from time to time.

(b) The Employer will notify the Union of the names of the management persons and any changes thereto from time to time, with whom the Shop Steward should deal in each operation.

(c) The Shop Steward, in carrying out his duties shall do so in a reasonable manner that will not interfere with the operation of the Club. Prior to leaving his work area to carry on his duties on the Employer's time, a Shop Steward must obtain permission from management. Such permission shall not be unreasonably withheld.

(d) The Shop Steward shall not be discriminated against or disciplined for carrying out his duties.

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

3.06 HARASSMENT AND DISCRIMINATION

(a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.

(b) "Harassment" means repeated comments and or actions, or a course of conduct that is known or ought reasonably to be known to be unwelcome, and is demeaning and humiliating. "Harassment" does not include legitimate discussions, including those of a disciplinary nature, between management and employees that are necessary for the Employer's operations.

Examples of harassment could include but are not limited to:

(ii) derogatory or demeaning comments, jokes, or slurs;

(iii) derogatory or demeaning posters, pictures, cartoons, graffiti, or drawings;

(iv) innuendoes, taunting, bullying, belittling or ostracizing an employee;

(v) undermining a person's dignity by causing embarrassment humiliation, discomfort or offence;

- (vi) practical jokes which cause awkwardness, compromise a person's safety, or negatively affect performance;
- (vii) creating an intimidating, offensive, or poisoned work environment;
- (viii) condescending or patronizing behaviour which undermines self-esteem, diminishes performance or adversely affects working conditions.

"Sexual harassment" means engaging in repeated comments or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome. These shall include, but are not limited to:

- (i) sexual solicitation, advance, inappropriate touching and sexual assault;
- (ii) reprisal, or threat of reprisal, which might be reasonably 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.

"Discrimination" means any conduct which is prohibited under the B.C. Human Rights Act and regulations and amendments made thereto, and shall include discrimination on the basis of an employee's membership in the Union or participation in its activities.

- (c) An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within three (3) months of the latest alleged occurrence through the Union directly to the Employer. Complaints of this nature shall be treated in strict confidence by the Union and the Employer.
- (d) The Employer shall acknowledge the receipt of the complaint in writing within seven (7) days of receipt of the complaint from the Union and shall investigate and respond within thirty (30) days, which may be extended by mutual agreement.
- (e) In cases where (alleged) harassment may result in an employee being moved to a different shift or work location, it shall be the (alleged) harasser who is moved, except that the (alleged) harassed may be transferred with his/her written permission.
- (f) Where either party to the proceeding (complainant or respondent) is not satisfied with the Employer's response, the complaint may, within thirty (30) days, be forwarded to the mediation process. If both parties agree to participate, the complaint shall be put before a mutually agreed on independent Mediator, who shall be appointed within ten days of referral. The Mediator's fees and expenses shall be shared equally by the Employer and the Union.
- (g) Mediation

The parties agree that the mediation process is the recommended avenue of resolution and will encourage participation of the individuals involved. The Mediator shall attempt a mediated settlement, under the following terms:

- (i) the mediation process and resolution will be kept strictly confidential by all

participants.

- (ii) the mediation process and resolution shall take no longer than three (3) actual mediation days, and be within a thirty (30) day period.
 - (iii) where a resolution is reached, the complainant and the respondent must agree in writing to the resolution and the matter will then be considered to be concluded.
 - (iv) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.
 - (v) if the mediation is not successful, the Employer will state their actions to be taken, if any, in writing within ten (10) days. Any disciplinary action taken by the Employer may be subject to the Grievance Procedure.
- (h) The Employer shall post conspicuously in the workplace a policy regarding harassment and discrimination.

ARTICLE 4 - HOURS OF WORK

4.01 The regular hours of work shall be no more than:

- (a) Forty (40) hours in any seven (7) day period;
- (b) Eight (8) hours in any day;
- (c) Five (5) days in any seven (7) day period, with the exception of housekeepers, servers, bus persons and dishwashers working a regular short shift who may work a six (6) days week at straight time. The term "regular short shift" is defined as any housekeeper, server, bus person or dishwasher who works thirty (30) hours or less per calendar week (Sunday to Saturday inclusive). Other qualified (i.e., more senior) employees to be offered available hours before sixth (6th) day created;
- (d) Split Shifts: Employees working a seven (7) hour split shift shall be entitled to eight (8) hours pay;
- (e) Employees working an eight (8) hour split shift shall be entitled to nine (9) hours pay at regular rates of pay.

4.02 Except in cases of emergency, all employees shall receive two (2) consecutive days off in each seven (7) consecutive days, **unless otherwise mutually agreed by the Club and the employee and provided that no other employee is negatively affected.** An employee's 6th and/or 7th day of work will be paid at the appropriate overtime rate of pay, except as in Article 4.01(c).

4.03 DEFINITION OF EMERGENCY

An emergency shall be defined as any situation which is unforeseeable or not within the control of the Club.

4.04 Subject to the provisions of Article 4.10, no shift shall be scheduled ahead of time for more than eight (8) or less than four (4) hours. Overtime rates will only be paid in those cases where an employee works in excess of eight (8) hours in a day or forty (40) hours in any seven (7) day period (weekly overtime). Overtime hours worked in a day shall not be counted in determining weekly overtime. Employees shall have the right to decline overtime work, hours of work on a sixth or seventh consecutive day, and, in the case of an employee scheduled to work less than eight (8) hours in a day or forty (40) hours in a week, additional hours of straight time work, except as provided in Articles 4.01(c) and 4.10.

4.05 The overtime rate of pay referred to in this Agreement shall be two times (2x) the regular hourly rate.

4.06 (a) The employees within their department and classification shall have the right to bid on hours of work determined by classification seniority. This right of the employee shall not extend to the creation of sixth or seventh consecutive days of employment or overtime.

(b) 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.

(c) Assignment Of Shifts By Classification Seniority

(i) Within Departments And Classifications

Within departments and classifications, the Employer must offer and assign the longest shifts to employees with the most classification 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 classification seniority basis.

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

(iii) If a more senior employee declines the forty (40) hour shift in favour of an available shorter shift, then the forty (40) hour shift shall again be reassigned on a classification seniority basis. **Senior employees cannot decline a forty (40) hour shift if no other qualified employee is available to work that forty (40) hour shift, provided that no other employee is negatively affected.**

(iv) 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.

(v) **Employees who wish to exercise seniority to decline a forty (40) hour shift in favour of an available shorter shift (as above) shall be limited to such exercise no more than four (4) times in any calendar year.**

(vi) Employees who exercise their seniority and decline a **forty (40) hour shift** should then indicate the anticipated period of time that they will wish to work the shorter shift.

(d) In the exercise of its right to schedule shifts in a manner which is consistent with the best interests of its operation, the Employer will make every reasonable effort to apply the principles of seniority within departments and classifications, to the assignment of shifts that are equal in length.

4.07 Straight shift employees, who by design of shift, cannot get rest periods shall be paid eight (8) hours' pay for seven and one-half (7 ½) hours worked, or eight and one-half (8 ½) hours' pay for eight (8) hours worked. There shall be no bankrolling of purported violations of this clause by any employee.

4.08 Employees working five (5) or more hours on a shift shall be granted a meal break of not less than one half (½) hour on the employee's own time. If an employee is required to remain on duty during their meal break such time shall be considered time worked and compensated for at the appropriate rate.

4.09 REST PERIODS

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

(i) Four (4) hours - one fifteen (15) minute break

(ii) Five (5) hours - one fifteen (15) minute break

(iii) Six (6) hours - two fifteen (15) minute breaks

(iv) Seven (7) hours - two fifteen (15) minute breaks

(v) Eight (8) hours - two fifteen (15) minute breaks

(b) Such rest periods are part of the employees assigned hours of work and the rest period time is paid for by the Employer.

4.10 SCHEDULING OF OVERTIME

In any case where no employee is available to work a shift or the extension of a shift at straight time, and the Employer thereupon determines that it is necessary to assign work on an overtime basis, the following provisions will govern the assignment of the overtime.

(a) Where the Employer's determination was made forty-eight (48) hours or more in advance of the start of the overtime shift:

(i) the overtime hours will be offered to the employee with the most classification seniority within the classification and department;

(ii) if the most senior employee declines the offer, the overtime hours will be offered to other employees within the classification and department in the order of their classification seniority;

- (iii) if no employee within the classification and department is willing to work the overtime hours, the Employer may assign the overtime to the employees in the appropriate classification and department in reverse order of classification seniority without further restrictions; and
 - (iv) the Employer shall not be required to offer the overtime hours to an employee if, as a consequence of working the overtime hours, the employee is prevented from receiving a period of eight (8) consecutive hours of rest immediately preceding his next shift.
- (b) Where the Employer's determination was made less than forty-eight (48) hours in advance of the start of the overtime shift, the overtime hours will be assigned in accordance with the provisions of paragraph (a) of this Article 4.11, but subject to the following provisions:
- (i) The Employer shall not be required to offer the overtime hours to any employee who has already been assigned overtime work during the same week, until the overtime hours have been offered to and refused by all other qualified employees who have not already been assigned overtime work during the same week; and
 - (ii) The Employer shall not be required to call in a senior employee to work overtime if there is a junior employee already at work and otherwise eligible to work the overtime hours as an extension of his shift.

ARTICLE 5 - MANAGEMENT OF EMPLOYEES

- 5.01** The entire management of the operation and direction of the working forces is vested exclusively in the Club, and the Union shall not in any way interfere with these rights; and the management in exercising its rights will observe the provisions of this Agreement.
- 5.02** The Club shall allow the properly authorized representative of the Union to investigate their time book to see that proper contributions to the Health and Welfare and Pension Plans are being remitted.
- 5.03** The Employer shall have the right to discharge or discipline an employee for just and reasonable cause.
- 5.04** The Employer agrees that no employee whose classification falls within the bargaining unit will be compelled to or permitted to implement discipline to employees.

ARTICLE 6 - UNION SECURITY

- 6.01** Except as hereinafter provided, all help may be hired through the Union Office and the Union agrees to furnish proper and satisfactory help to the Club.
- 6.02** 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. All new employees shall be required to become members of the Union within thirty (30) days after the date of his or her employment, provided he or she is eligible under the International Constitution. For the purpose of this Agreement, the term "good standing" is defined to refer only, and be limited

to, the payment of union membership dues and initiation fee.

- 6.03** (a) The Club agrees to deduct initiation fees, reinstatement fees, Union dues, and arrears upon receipt of an authorization signed by an employee. Such authorization to be signed and completed within thirty (30) days of commencement of employment. The monies so deducted are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, a list of those who have terminated, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month following in which the monies were deducted. The Union agrees to supply the Club with application forms and authorization of deduction forms.
- (b) The Club covenants and agrees to forward to the Union a list together with Union dues for all employees, whether steady or part-time. Such list and monies shall be forwarded to the Union Office within thirty (30) days of commencement of employment and continue monthly thereafter as long as the employee appears on the Club's payroll. Dues are payable as defined in this clause.
- 6.04** The Club shall allow the properly authorized representative of the Union to investigate the standing of all employees and to investigate conditions to see that the Agreement is being enforced, provided, however, that no interview shall be held without permission of the management being first had and obtained and such permission may not be unreasonably withheld.

ARTICLE 7 - SENIORITY

7.01 SENIORITY DEFINED

- (a) Club Seniority: For the purpose of this Agreement, "Club Seniority" shall be defined as an employee's total length of continuous service from his last date of hire with the Club.
- (b) Classification Seniority: For the purpose of this Agreement, "Classification Seniority" shall be defined as an employee's total length of continuous service within a particular classification in a department from the date of his appointment to that particular classification in a department.

7.02 SENIORITY LISTS

The Club agrees to post a seniority list covering all employees showing commencement date and classification in each department. The Club shall post such list on or before the 1st day of March and the 1st day of September in each and every year. Employees will have thirty (30) days from the date the list is posted to dispute any inaccuracies

7.03 LAYOFF AND RECALL

When layoffs occur within the classification in a department, the employee(s) in the classification from which the lay-offs are to occur, who have the least classification seniority, shall be the first employee(s) to be laid off, it being understood that:

- (a) Subject to employee's ability and qualification to do the work, employees in a higher classification may elect to bump the employee with the least club seniority in a lower

classification in which the bumping employee has previously worked at the club. An employee who wishes to exercise bumping rights must so advise the Club in writing within forty-eight (48) hours of being notified of his layoff from his classification.

- (b) An employee who:
 - (i) has been promoted from one classification to another, and
 - (ii) is laid off from his current classification, and
 - (iii) chooses to bump the employee with the least Club seniority, pursuant to sub-paragraph (a) above, in the lower classification from which he was promoted,

shall within that lower classification, be credited with classification seniority equal to his total combined length of service within both the classification from which he bumped and the classification to which he bumped.

- (c) An employee on layoff shall be recalled to available work in the classification from which he was laid off in accordance with his classification seniority. Employees desiring to avail themselves of this rule must file their names, phone numbers and addresses with the Club and thereafter keep the Club informed of their current address and phone number. Employees failing to report for duty within seventy two (72) hours from the time of notification by direct contact, registered mail or fax shall be considered to have resigned without notice as per the provisions of Article 7.06.

7.04 JOB POSTINGS

- (a) All job openings in the bargaining unit are to be posted and existing employees given preference.
- (b) 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 may have the opportunity to apply to fill the opening.
- (c) Notwithstanding (a) and (b) above, the Employer is entitled to choose a person to fill a position which the Employer considers to be the best qualified. Where, in the judgement of the Employer, two (2) or more applicants for a position are equally qualified, the employee with the greatest club seniority shall be selected to fill the position.

7.05 PROBATIONARY PERIOD

All new employees shall have a probationary status for the first forty-five (45) shifts actually worked, or four (4) months, whichever occurs first, provided that if an employee is absent for any shifts during their probationary period, such shifts must be made up prior to the employee being deemed to have completed their probationary period. Employees who complete the probationary period shall become regular employees and shall have their seniority backdated to the date of hiring. The Club may terminate the employment of a probationary employee who is not suitable for the position for which the employee was hired.

7.06 LOSS OF SENIORITY

Termination of employment and loss of club and classification seniority shall result from any of the following:

- (a) Continuous lay-off for a period exceeding nine (9) months.
- (b) Should an employee be laid off, the Employer will provide seventy-two (72) hours notification of a return to work excluding Saturday and Sunday. The recalled employee shall report within the time limits unless the reasons for not reporting were beyond the employee's control.
- (c) Failure to return to work at prescribed time after approved leave of absence pursuant to this Agreement unless such absence was for reasons beyond the employee's control.
- (d) Working for another Employer while on leave of absence unless the leave of absence was granted for that purpose.
- (e) An employee is absent without notifying the Employer for three (3) consecutive shifts (extenuating circumstances excepted).
- (f) An employee resigns.
- (g) An employee is discharged and not reinstated.

ARTICLE 8 - MODE OF DRESS

- 8.01** It is agreed that a standard mode of dress shall be adopted e.g. black trousers, skirts, white shirts, blouses and black bow ties. These items are the responsibility of the employee to purchase and maintain in a clean and proper condition.
- 8.02** The Club shall compensate the employee for wearing apparel damaged while enforcing house rules and Liquor Control Board Regulations.
- 8.03** 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.
- 8.04** All uniforms or special articles of wearing apparel worn by the employees while on duty shall be supplied and laundered by the Club free of cost to the employee.

ARTICLE 9 - WAGE SCALE AND JOB CLASSIFICATION

- 9.01** The wage rates provided in the attached appendix shall cover job descriptions and classifications of labour within the jurisdiction of Local #40 and shall remain in effect throughout the specified or extended term of this Agreement.
- 9.02** If an employee works for four (4) hours or less in a higher classification, he shall be paid at the rate of the higher classification for the actual time worked. If the employee works for more than four (4) hours in a given day he will be paid for a full shift at the higher rate.

9.03 The wage scale outlined in the attached appendix is based on a minimum and does not prevent the Club from paying a higher rate if it so desires. No employee at present receiving a higher wage than called for in this Agreement shall have his wage reduced within that classification. Replacement employees shall receive the Union scale of wages as outlined in this Agreement and employees are not to receive less than the aforementioned scale, except during the training or probationary period as noted in 3.05 and 7.06.

ARTICLE 10 - STATUTORY HOLIDAY

10.01 (a) For all work performed on the following statutory holidays, the Club shall compensate all employees covered by this Collective Agreement at one and one half (1 ½) times the current hourly rate, in addition to the normal days pay identified in Article 10.03. The named statutory holidays shall be:

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

(b) Effective after one (1) year of employment, based on calendar year, all employees shall be entitled to and be granted a floating day off with pay, 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. Such floating holidays must be taken annually and are not accumulative.

(c) Should Heritage Day or any other day be proclaimed as a mandatory holiday during the term of this Agreement, it shall be substituted for the Floating Holiday.

(d) Where an employee works on a statutory holiday for less than his/her normal hours he/she shall be paid in accordance with Article 10.01 for the hours worked, and shall be paid straight time rates for the balance of the hours required to total the normal daily hours.

10.02 Where no work is performed on a statutory holiday as listed above, the employee shall receive his normal day's wages.

10.03 (a) 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 has worked in the two week period immediately preceding the week in which the statutory holiday occurs, divided by 10 to establish the hours to be paid for the statutory holiday.

(b) In the case of calculation of a normal day's pay, 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 for seniority purpose.

10.04 Where a holiday as defined in 10.01 of this Agreement occurs, the normal hours of employment must prevail. The Employer shall not discriminate against any particular

employee in regard to scheduling work for that employee on the holiday.

- (a) Upon written request from an employee the Employer may grant a statutory holiday off if that employee so chooses and would otherwise be scheduled to work.

10.05 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a statutory holiday, an employee must work his last regularly scheduled shift immediately prior to the holiday and his 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.

10.06 For all work performed on any other statutory holiday as proclaimed by the Federal and/or B.C. Government, the monetary conditions as indicated in Article 10.01 of this Agreement shall prevail.

10.07 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

Should any statutory holiday occur during an employee's vacation period, an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period.

ARTICLE 11 - ANNUAL VACATION

11.01 Employees with less than one year's service will receive pay for annual vacations in accordance with Employment Standards Act.

- 11.02**
- (a) Employees having 1 to 2 years of consecutive service in the Club shall receive two (2) weeks vacation with pay, computed on the basis of four percent (4%) of their gross earnings for the preceding year which shall commence on the date of employment or anniversary date thereof.
 - (b) Employees having 3 to 6 years of service shall receive three (3) weeks vacation with pay computed on the basis of six percent (6%) of their gross earnings for the preceding year.
 - (c) Employees having 7 to 12 consecutive years of service shall receive four (4) weeks of vacation with pay, computed on the basis of eight percent (8%) of their gross earnings for the preceding year.
 - (d) Employees having 13 to 19 consecutive years of service shall receive five (5) weeks of vacation with pay computed on the basis of ten percent (10%) of their gross earnings for the preceding year.
 - (e) Employees having 20 years or more of consecutive service shall receive six (6) weeks of vacation with pay computed on the basis of twelve percent (12%) of their

gross earnings for the preceding year.

11.03 Employees shall submit vacation requests to the Employer by March 15th of each calendar year. Employees shall have preference in respect to annual vacations, within their department and classification according to the seniority list, and the scheduling and taking of same shall be subject to the mutual agreement by the Employer and employee. The employees may split their vacation time into separate weeks. The Employer shall post a vacation schedule by April 1. Employees who do not submit a request by March 15, shall be granted vacation, by mutual agreement, for available times on a first come/first serve basis.

(a) **It is understood and agreed that the Employer is only obligated to allow one (1) person from each department to take their vacation at any one time if so requested.**

11.04 The Employer agrees to pay Health and Welfare premium at the current rate for each hour while the employee is on annual holiday.

11.05 **Employees are required to take vacation to be eligible for vacation pay, but will not be permitted to take any vacation prior to it being earned. Vacation pay will not be paid out in lieu of vacation.**

ARTICLE 12 - GENERAL

12.01 (a) Upon request, a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Steward and a representative of the Union, on a quarterly basis, to review problems that may arise concerning the application and operation of the Collective Agreement. Upon mutual agreement, meetings may be held more frequently.

(b) The Steward will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Employer.

(c) Joint minutes shall be kept as a record of the matters discussed during these meetings.

(d) It is agreed that this Article satisfies the requirements for a joint consultation committee for the purposes of Section 53 of the Labour Relations Code.

12.02 An employee who loses time by reason of being required to appear as witness in a case in which the Club is involved on Liquor Board infractions will be paid at schedule rates for time lost (one day for each twenty-four (24) hours). If no time is lost, they will be paid for actual time held, with a minimum of two (2) hours at one and one-half (1 ½) times the pro rata rate, and if required to be away from home station, will be reimbursed reasonable expenses on production of receipts. Any fee or mileage accrued shall be assigned to the Club.

12.03 It is agreed that job classifications and wage rates not specifically set out in Article 9 (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. An interim rate may be paid while negotiations are continuing.

12.04 No employee shall be compelled to or allowed to enter into any individual contract or

agreement with the Club concerning the conditions of employment varying the conditions of employment contained herein.

No employee shall be asked to make a written or verbal agreement with the Club covering hours of work, wages or conditions during the term of this Agreement, with the exception of the dues authorization, vacation request and statutory holiday request as per articles indicated in the Collective Agreement.

- 12.05** There shall be placed in a conspicuous place a work schedule specifying names and classifications of each employee, days off of each employee and starting and finishing time of each employee, and the Club shall keep the said schedule up to date.
- 12.06** (a) All work schedules pertaining to shifts of employees shall be posted. All employees are entitled to forty-eight (48) hours notice (excluding non-working days), of any change in their respective work schedule, except in emergency. (Banquet functions - twenty-four (24) hours notice upon cancellation of a function.)
- (b) Employees whose schedules are changed without the advance notice specified cannot be disciplined if they advise they cannot comply with the changed start and/or finish times. When an employee declines a shift as above, the Employer shall reassign that shift to the next senior available employee.
- 12.07** In cases of an employee being off for sickness or accident, when the employee is declared physically able to resume occupation by either a physician or the Workers' Compensation Board, the said employee shall be reinstated to their former position. This shall apply for a maximum of one (1) year off for sickness or accident. An employee shall endeavour to provide the Employer with as much notice as possible of return to work after a prolonged illness, the minimum notice being seventy-two (72) hours. (A prolonged absence shall be defined as thirty (30) days or more.) **It is understood that an employee has an obligation to communicate with the Employer concerning the length of absence and the approximate date of return.**
- 12.08** The Employer agrees to pay Health and Welfare premium at the current rate for each hour while the employee is on W.C.B. benefits.
- 12.09** It is mutually agreed that the Employer will provide employees with employee handbooks which set out the Club's policies. The Employer will provide the Union with a copy of the handbook and any changes in policies before enforcing same.
- 12.10** (a) The Club agrees that all regular employees shall be entitled to three (3) days off without loss of pay for compassionate leave to attend or make funeral arrangements in the event of a death in the immediate family, defined as:
- Mother, Father, Son, Daughter, Sister, Brother, Spouse, including common-law, or Father-in-law, Mother-in-law or Grandparents. One (1) day leave shall be granted in the event of the death of a Grandchild.
- (b) If the funeral is held out of the Province, all regular employees shall be entitled to an additional two (2) working days off. These additional two (2) days will be without pay.
- 12.11** All Articles and Clauses referred to in this Agreement apply equally to both male and female

employees.

12.12 SEVERANCE ALLOWANCE

As outlined in the Employment Standards Act of British Columbia.

12.13 When an employee is laid off or his services are terminated he shall be paid within forty-eight (48) hours exclusive of Sundays or holidays. If the employee quits he shall be paid within six (6) days exclusive of Sundays or holidays. This shall include his record of employment. He or she shall be given reason for layoff or dismissal on request in writing.

12.14 PREGNANCY AND PARENTAL LEAVE

As outlined in the Employment Standards Act of British Columbia.

- (a) The employee shall accrue seniority while he/she is on pregnancy or parental leave.
- (b) The Employer shall contribute fringe benefits while he/she is on pregnancy or parental leave.

12.15 The Local Union undertakes to discipline its members for violation of any of the clauses contained in this Agreement, the Liquor Control Act, or any rules and regulations of the Club. Only when charges and evidence of the said violation is presented to the Local Union and filed in writing through the Union. This discipline shall be applied under the prescription defined in the Bylaws of the Local Union and the International Constitution.

12.16 No person shall knowingly sell or serve liquor in or at any licensed premise to any person who is under the legal age. Where the employee is in doubt as to the customer's age, but is instructed by the management to serve such person, the management shall accept full responsibility and shall pay any fines or penalties incurred by the employee arising from such action.

12.17 LEAVES OF ABSENCE

Leaves of absence other than those specifically provided for in this Agreement may be granted to employees, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing and without pay, and a copy of the written leave of absence shall be forwarded to the Union. Leaves under this provision shall not exceed three (3) months and shall be subject to the Employer receiving a written request for such a leave at least one (1) month prior to the commencement of the leave.

12.18 LEAVE TO WORK IN UNION OFFICE

The Club shall grant leave of absence without pay to employees who are appointed or elected to Union office for a period up to and including five (5) years. The employee who obtains this leave of absence shall retain his or her seniority up to date leave of absence is granted and shall return to his or her employment within thirty (30) calendar days after the completion of his or her employment with the Union, as directed by the Union.

12.19 LEAVE TO ATTEND UNION CONVENTIONS

Subject to the Employer's work requirements, the Club shall grant leave of absence without pay to employees who are elected as delegates to attend Union conventions or as members of a negotiating committee, to the maximum of fifteen (15) working days, providing that the Club is given advance notice.

12.20 LEAVE FOR JURY DUTY OR AS A WITNESS FOR THE CROWN

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received, the employee shall continue to receive his full wages for such period of time.

12.21 ATTENDANCE AT STAFF MEETINGS

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

12.22 SCHEDULING OF EXTRA HOURS

The Employer will make every effort to offer any available extra hours within its operation prior to utilizing new employees.

- (a) It being understood that employees must have the required skills and abilities to perform the required work.
- (b) Such assignments shall be predicated by seniority.
- (c) The parties acknowledge that an employee's first obligation is to their home department and classification.

12.23 HEALTH AND SAFETY COMMITTEE

The parties will form and implement the requirements of the Workers' Compensation Act.

12.24 FAMILY RESPONSIBILITY LEAVE / EMERGENCY LEAVE

An employee is entitled to up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care; or
- (b) the care and health of any other member of the employee's immediate family.

The employee will endeavour to provide as much notice as possible should an employee require time off relating to this Article.

12.25 PROTECTIVE FOOTWEAR

All employees in the maintenance and kitchen departments, who have completed one (1) full year of service and who work a minimum of forty (40) hours per month will be entitled to a maximum of one hundred and fifty dollars (\$150.00) every two (2) years towards the purchase of protective footwear (CSA approved). A receipt specifying the type of footwear and indicating the CSA approval must be submitted in order for the employee to claim this payment. The Employer is not required to pay more than the cost of the footwear and not more than a total of One Hundred and Fifty Dollars (\$150.00) in the two (2) year period.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

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

13.02 GRIEVANCE PROCEDURE

- (a) **Informal Step:**

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he reports. At his option, the employee may be accompanied by the Shop Steward.

- (b) **Step One:**

At this step, notice in writing of the grievance must be filed with a person designated by the Employer, within fourteen (14) 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 Union Representative and a person from management other than the employee's immediate supervisor.

The Employer's representative must answer the grievance in writing within fourteen (14) days of receipt of grievance.

(c) **Step Two:**

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

(d) **Step Three:**

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

- (i) the optional grievance procedure provided for in 13.06;
- (ii) go to a Single Arbitrator as set out in (e) below; or
- (iii) if both parties agree, go directly to Full Arbitration at Step Four.

This step must be taken by notice in writing within thirty (30) calendar days of the date on which the grievance was advanced to Step Two.

(e) Unless the parties agree otherwise, the grievance shall be heard by a Single Arbitrator. The parties shall have fourteen (14) days to agree on an Arbitrator. Failing such agreement, an Arbitrator shall be selected in rotation from the list below:

Brian Foley
Colin Taylor
Joan McEwen
Jim Dorsey

(f) **Step Four:**

If both parties agree, the final step of the grievance procedure shall be full arbitration as provided herein, unless the parties have previously agreed to be bound by the recommendations of an officer appointed by the Labour Relations Board, or by the recommendations of the Investigator under the optional grievance procedure.

(g) **Union and Employer Policy or General Grievances:**

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

13.03 ESTABLISHING THREE MEMBER BOARD PURSUANT TO STEP FOUR ABOVE

Seven (7) full days (excluding Sundays and holidays) shall be allowed for the setting up of a Board of Arbitration. It shall be composed of one (1) representative of the Union and one (1) representative of the Employer, and these two (2) members shall then select an impartial

chairman. In the event of failure of these two (2) representatives agreeing on a chairman, a chairman shall be selected in rotation from the list below:

*Brian Foley
Colin Taylor
Joan McEwen
Jim Dorsey*

13.04 ARBITRATION HEARING AND AWARD

- (a) As soon as a chairman or the Arbitrator has been appointed, the Arbitrator or the Arbitration Board will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the Arbitration Board.
- (c) Each party to the arbitration will bear the expense of its nominee, and one-half (½) of the expense associated with the appointment of the chairman/arbitrator.
- (d) The parties recognize that they are bound by a decision of the Board/Arbitrator, a majority of the Board, or by the chairman of the Board in accordance with Section 94 of the Labour Relations Code.

13.05 AUTHORITY OF THE ARBITRATION BOARD / ARBITRATOR

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

13.06 OPTIONAL INVESTIGATOR PROCEDURE

The parties have agreed to initiate an optional grievance investigation procedure on a trial basis, for the specified term of this Agreement, in accordance with the following:

- (a) Purpose and Scope:

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

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

- (b) Optional Grievance Investigation Procedure:

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties

will appoint one of the persons named herein as "Investigators", or a substitute agreed to by the parties, to:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference within five (5) days of the date of the receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

(c) Cost Sharing:

Each party shall pay one-half (½) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or his substitute.

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

(d) Investigators - Agreed Alternates and Selection:

The parties have agreed that for the term of this Agreement,

Brian Foley
Colin Taylor
Joan McEwen
Jim Dorsey

will be recognized as their "Investigators" for purposes of this investigation procedure, subject to receiving the respective consents to their appointment.

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

(e) Option Choice and Timing:

Both parties must mutually agree to implement the investigation procedure, provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision. Such notification must be in writing.

If the party receiving notification refuses to accept the investigator procedure, the arbitration provisions of this Agreement are then available and the time limit contained in that article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within fourteen (14) calendar days.

(f) Binding Recommendations:

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

13.07 POWER OF ARBITRATION BOARD / ARBITRATOR

The powers of the Arbitration Board/Arbitrator are limited to the application and interpretation of the Collective Agreement as written and the Board/Arbitrator is not authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.

13.08 TIME LIMITS ARE MANDATORY NOT DESCRIPTIVE

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

13.09 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

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

13.10 WRITTEN RESPONSES TO WRITTEN DISCIPLINE

In any case where an employee has received from the Employer a written confirmation of a disciplinary penalty which the Employer intends to place on the employee's personnel file, the employee shall be entitled to submit to the Employer a written response which shall also be placed on the employee's personnel file. **Written confirmation of disciplinary penalties shall be removed from the employee's file after twenty-four (24) months from the date they were issued, provided that the employee has not committed a further infraction during the twenty-four (24) month period.**

ARTICLE 14 - FRINGE BENEFITS

- 14.01 (a) Effective date of ratification, the total cost of fringe benefits will be one dollar and ninety-three (\$1.93) for each hour of employment performed by an employee covered by this Agreement, to be paid by the Employer.**

Effective November 1, 2007 the total cost of fringe benefits will be one dollar and ninety-nine cents (\$1.99) for each hour of employment performed by an

employee covered by this Agreement, to be paid by the Employer.

Effective November 1, 2008 the total cost of fringe benefits will be two dollars and six cents (\$2.06) for each hour of employment performed by an employee covered by this Agreement, to be paid by the Employer.

- (b) This Plan shall provide but not be limited to M.S.P. Life Insurance, Weekly Indemnity, Dental Plan which will include dentures and orthodontics (see Health Care Plan Booklet, Non-Aligned) and Pension Plan.

14.02 SPECIFIC ALLOCATION OF EMPLOYER'S CONTRIBUTION

The breakdown and allocation of the Employer's contribution specified in Article 14.01 shall be as follows:

- (a) **Effective date of ratification, one dollar and forty-eight cents (\$1.48) per hour to the Health Care Plan provided for in the Trust Deed between the Union and the UNITE HERE, Local 40 Camp and Non-Aligned Participating Employers Health Care Plan.**

Effective November 1, 2007 the amount shall be one dollar and fifty-one cents (\$1.51) per hour.

Effective November 1, 2008 the amount shall be one dollar and fifty-four cents (\$1.54) per hour.

- (b) Pension Plan Qualifications

The Employer agrees to remit Pension Plan contributions to the Trust Agreement known as the UNITE HERE, Local 40 Pension Plan. The allocation in cents per hour will be:

- (i) **Effective date of ratification – forty-five cents (\$0.45) per hour;**
- (ii) **Effective November 1, 2007 – forty-eight cents (\$0.48) per hour;**
- (iii) **Effective November 1, 2008 – fifty-two cents (\$0.52) per hour.**

- (c) Pension Deed of Trust

It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust between the Union and the Camp, Culinary and Non-Aligned Employees Pension Plan in regards to Pension shall be binding on the signing parties. This shall at no time determine the hourly rates as defined within the Collective Agreement.

14.03 The Employer agrees to forward all monies payable by him 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 Administrator.

14.04 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.

14.05 The Employer agrees to remit to the Secretary of UNITE HERE, Local 40 an amount equal

to five (\$0.05) cents for each hour worked by each employee covered by this Agreement to the Assessment Account.

14.06 SICK LEAVE

An employee who is eligible for weekly indemnity under the Local 40 Health & Welfare Plan shall be reimbursed for the first three (3) days of wage loss, once in each calendar year. Said days need not be consecutive. **Reimbursement shall be based on the hours the employee is scheduled to work on the days in question.**

Employees will be entitled to bankroll unused sick days to the following year to a maximum of six (6) days.

14.07 EMPLOYEES ASSISTANCE PROGRAM

Effective November 1, 2000 the Employer will contribute one (\$0.01) cent per hour for each hour worked to the Union's Employee Assistance Program. Effective November 1, 2004 this amount will increase to three cents (\$0.03) per hour for each hour worked and remain in effect for the duration of the Collective Agreement.

ARTICLE 15 - BONUS SYSTEM

15.01 Bonus payments are to be made in the following manner on or before the 15th day of December each year for employees hired on or before July 17, 1996.

(a) Effective January 1, 2004, a regular employee shall receive Two Thousand Dollars (\$2, 000).

Regular employee is defined as working more than one hundred thirty (130) hours a month on average over the twelve (12) months prior to December 1.

(b) Employees working less than one hundred thirty (130) hours over the past twelve (12) months prior to December 1 will have the bonus prorated.

e.g.: A nine (9) month employee as at December 1 working an average of fifty (50) hours per month would receive:

$50/130 \times (9/12 \text{ of } \$2, 000)$

(c) Employees dismissed for cause (other than layoff) will not receive a bonus.

15.02 Employees hired after July 17, 1996 shall receive thirty cents (\$0.30) per hour in the first two years and another thirty cents (\$0.30) after two (2) years of service to their rate of pay in lieu of the bonus and such employees shall have no entitlement to monies under the bonus system as stated in Section 15.01.

DEFINITIONS

For the purposes of this sub-section only:

REGULAR EMPLOYEE

Working more than an average of 130 hours per month.

REGULAR PART TIME EMPLOYEE

Working an average of less than 130 hours per month.

Hours to be averaged over the preceding 12 months.

e.g. A regular part time employee with one year's service working on an average of 60 hours a month for the preceding year would be entitled to $60/130 \times \$1950.00 = \900.00 .

TYPES OF EMPLOYEES

CASUAL EMPLOYEE

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

TEMPORARY EMPLOYEE

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

A "temporary" employee shall not be covered under the seniority clauses until such time as they may be taken on as a regular employee for the purposes of this section, Article 7.06 would not apply. Should a temporary employee continue to work beyond the temporary period in which they were hired, or 90 days, whichever is earliest, the employee will become a regular employee and seniority will be back dated to the date of hire within their classification.

PROBATIONARY EMPLOYEE

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

REGULAR EMPLOYEE

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

DEPARTMENTS

KITCHEN
DINING ROOM
PLAYERS LOUNGE
BAR
MAINTENANCE

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

Dated this _____ day of _____, 2006.

SIGNED ON BEHALF OF:

**VANCOUVER LAWN TENNIS AND
BADMINTON CLUB**

UNITE HERE, Local 40

WAGE RATES

CLASSIFICATIONS	Effective Nov 1/06	Effective Nov 1/07	Effective Nov 1/08
DINING ROOM			
Server 1	15.92	16.24	16.56
Bus Person	12.82	13.08	13.34
PUB			
Bartender/Combo	18.09	18.45	18.83
Server 1	15.92	16.24	16.56
PLAYERS LOUNGE			
Server 1	15.92	16.24	16.56
Bus Person	12.82	13.08	13.34
KITCHEN			
Chef de Partie	19.26	19.65	20.04
1st Cook	18.76	19.13	19.52
2nd Cook	16.91	17.26	17.59
3rd Cook	15.11	15.41	15.72
Kitchen Help	14.71	15.00	15.30
MAINTENANCE			
Maintenance	16.61	16.94	17.28
Housekeeping	15.38	15.69	16.00

** Night staff will receive a \$0.50 (fifty cents) per hour shift differential.

*Where previous classifications have been changed - seniority will be determined by length of continuous service at the Club.

New employees will be paid fifteen (15%) percent less than the hourly rate for their first twelve (12) months of employment. **The Employer may, at its sole discretion, reduce the fifteen percent (15%) or the twelve (12) month period should it be necessary for the purposes of hiring and retaining employees.**

Employees who are currently receiving a wage rate higher than that specified above for the classification in which they are classified, shall on November 1, 2006, 2007, and 2008 respectively, receive percentage increases in the same amount as specified above.

LETTER OF UNDERSTANDING #1

Between:

UNITE HERE, Local 40

And:

VANCOUVER LAWN, TENNIS & BADMINTON CLUB

It is recognized that the duties of the Housekeeping and Janitorial Departments are similar in nature.

The current schedule in practice as discussed during negotiations shall continue. However, should the Vancouver Lawn, Tennis & Badminton Club require alterations to the schedule that would reduce scheduled hours of an employee or pose concern, the Union will be notified prior to the change and the parties shall attempt to resolve the matter before invoking the grievance procedure.

Existing employees in Housekeeping shall continue to have their own seniority list and existing employees in the Janitorial Department shall have their own seniority list.

All new employees hired to perform work in these Departments shall be classified as Housekeepers, capable of performing Janitorial and Housekeeping work. These new employees will have less overall seniority for scheduling purposes than the Janitors and/or the current Housekeepers.

Dated this _____ day of _____, 2006.

UNITE HERE, Local 40

**Vancouver Lawn, Tennis &
Badminton Club**

LETTER OF UNDERSTANDING #2

Between:

UNITE HERE, Local 40

And:

VANCOUVER LAWN, TENNIS & BADMINTON CLUB

Notwithstanding Article 5, the parties agree and recognize that supervisors are assigned tasks that would normally fall within a management's rights, i.e., scheduling, customer service, training and directing the work force. The supervisor may, from time to time, be required to verbally issue corrective warnings. However, at no time will any supervisor go beyond issuing verbal corrective warnings.

Dated this _____ day of _____, 2006.

UNITE HERE, Local 40

**Vancouver Lawn, Tennis &
Badminton Club**

LETTER OF UNDERSTANDING #3

Between:

UNITE HERE, Local 40

And:

VANCOUVER LAWN, TENNIS & BADMINTON CLUB

Notwithstanding Article 12.07, the parties agree during the period from June 15 to September 15, depending on weather forecasts, Players Lounge servers may be subject to schedule changes sixteen (16) hours in advance.

Dated this _____ day of _____, 2006.

UNITE HERE, Local 40

**Vancouver Lawn, Tennis &
Badminton Club**

LETTER OF UNDERSTANDING #4

Between:

UNITE HERE, Local 40

And:

VANCOUVER LAWN, TENNIS & BADMINTON CLUB

Notwithstanding the provisions in Article 11.03, the parties agree as follows:

- 1) Except as provided in (2) below, vacations will not be scheduled in the kitchen from December 3 - 23, in each year.
- 2) Point (1) above may be waived by mutual agreement between the parties. Where an employee requests vacation in the above-noted time period, the employer will make every effort to find a replacement.
- 3) This letter of understanding expires on the last day of the Collective Agreement.

Dated this _____ day of _____, 2006.

UNITE HERE, Local 40

**Vancouver Lawn, Tennis &
Badminton Club**

COLLECTIVE AGREEMENT

Between:

VANCOUVER LAWN, TENNIS & BADMINTON CLUB
1630 West 15th Avenue,
Vancouver, British Columbia
V6J 2K7

(Hereinafter referred to as the "Club" or the "Employer")

Party of the First Part

And:

UNITE HERE LOCAL 40
4853 Hastings Street
Burnaby, British Columbia
V5C 2L1

(Hereinafter referred to as the "Union")

Party of the Second Part

Effective: November 1, 2006 to October 31, 2009

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