

COLLECTIVE AGREEMENT

BETWEEN:

ARMY, NAVY & AIR FORCE VETERANS' CLUB, UNIT NO. 5
2500 - 46th Avenue
Vernon, BC

(Hereinafter referred to as the "Employer")

AND:

UNITE HERE, LOCAL 40
#100 - 4853 Hastings Street
Burnaby, BC

(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

FEBRUARY 9, 2007 TO FEBRUARY 8, 2011

It is mutually agreed:

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to promote and maintain harmonious relations between the Employer and employee, to stabilize the industry, to elevate the trade, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, unnecessary expense and avoidable delays in carrying on the work.
- 1.02 In the event of failure to reach settlement between the Union and the Employer 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 - RECOGNITION

- 2.01 The Union is recognized as the sole bargaining agency for all employees under ratification or 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 Employer agrees not to bargain with any other labour organizations for such employees specified in this agreement during the life of it.
- 2.02 The Employer agrees that all work performed within the bargaining unit classifications set out in the attached Appendix "A" shall be performed by employees who are members of this Union, or who shall become members in accordance with the terms and conditions as set out in this agreement.
- 2.03 The Employer undertakes, wherever possible, to use services, products and other materials necessary to the proper functioning of his Club, manufactured and produced under fair labour conditions.
- 2.04 No employee shall be required to cross a bona fide picket line arising from a strike or lockout which is recognized by the Union. No employee shall be terminated because of his or her refusal to cross such a picket line.
- 2.05 Refusal on the part of Union members to work with non-union employees, pertaining to the bargaining unit shall not be deemed a breach of this agreement. In all such cases, the employer involved will be given prior notice. Such notice will come in writing from the Union office.
- 2.06 The Union shall appoint from among the employees, and the Employer shall recognize, a shop steward in each of the Employer's operations. 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 management persons and any

changes thereto from time to time, with whom the shop steward should deal within each operation.

- (c) The shop steward, in carrying out his duties, shall do so in a reasonable manner that will not interfere with the proper operation of the place of business.
- (d) The shop steward shall not be discriminated against or disciplined for carrying out his duties.
- (e) The Employer agrees that shop steward letters and official communications from the Union to its members shall be posted on the staff bulletin board in all departments which are certified.

2.07 No person whose regular jobs are not in the bargaining unit will work on any job for which rates are established by this agreement except for the purpose of instruction, experimentation, management training, in which case trainees shall not displace or replace any employee in the aforesaid classifications, or in emergencies when regular employees are not available. There shall be no training program allowable for the classifications of bartender, waiter/waitress liquor.

2.08 The parties hereto agree that all Union employees may 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 normally worn by the employee.

ARTICLE 3 - HOURS OF WORK

3.01 No employee covered and within the scope of this agreement shall be employed for a greater number of hours than:

- (a) Forty (40) hours in any one week;
- (b) Five (5) days in any one week;
- (c) Eight (8) hours in any one day, except in the case of emergency when employees may be employed longer, provided that one and one-half (1 ½) times the regular rate be paid.

3.02 No employees shall be called in for less than four (4) hours in any day. No shift of less than seven (7) hours shall be split, and that seven (7) hour split shift qualifies for eight (8) hours pay, and that eight (8) hour split shift qualifies for nine (9) hours pay.

No part of a seven (7) hour split shift shall be less than two (2) hours and no part of an eight (8) hour split shift shall be less than three (3) hours. A break of two (2) hours shall constitute a split shift.

3.03 (a) The recognized shifts for all classifications shall be four (4), five (5), six (6), seven (7) or eight (8) hours.

Minimum four (4) hour shift. Any employee working more than four (4) hours in any

one (1) day but less than five (5) hours shall be entitled to five (5) hours pay. Any employee working more than five (5) hours in any one (1) day but less than six (6) hours shall be entitled to six (6) hours pay. Any employee working more than six (6) hours in any one (1) day but less than seven (7) hours shall be entitled to seven (7) hours in any one (1) day but less than eight (8) hours shall be entitled to eight (8) hours pay.

- (b) The Employer may schedule employees for a minimum shift of two (2) hours on a Wednesday night only. On all other occasions where an employee voluntarily leaves work prior to the completion of his/her scheduled shift, such employee waives their right to claim a minimum four (4) hour shift.

3.04 **Assignment of Shifts by Seniority**

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

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

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

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

- 3.05 Employees shall receive two (2) days off in each calendar week.
- 3.06 A casual employee shall be one who is temporarily hired to perform work in addition to the steady shift already established by the Employer.
- 3.07 One and one-half (1 ½) times the regular rate for all work performed on the sixth or seventh day of an employee's work week.
- 3.08 Straight shift employees who by design of shift cannot get rest periods and/or meal breaks shall be paid seven and one-half (7 ½) hours worked - eight (8) hours pay; eight (8) hours worked - eight and one-half (8 ½) hours pay. There shall be no bankrolling of purported violations of this clause by an employee.
- 3.09 Employees working a five (5), six (6), seven (7) or eight (8) hour shift shall be granted a luncheon period between the third and the fifth hour of work of not less than one-half (½) nor more than one (1) hour on the employee's own time.
- 3.10 All employees working a full 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. Four (4) hours - one (1) fifteen (15) minute rest period.

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

- (b) In addition to being compensated at the prevailing contractual wage rate for the time worked in lieu of a break or rest periods, the employee shall receive an additional sum equal to the amount of lost break or rest periods to a maximum of thirty (30) minutes per shift.
- (c) There shall be no deliberate bankrolling of purported violations of this clause by any employee.

Examples of missing all breaks:

<u>Shift Length</u>	<u>Entitlement</u>
4 hours 4 hours pay for work, plus 10 minutes	1 - 10 minute
5 hours 5.5 hours pay, plus 30 minute penalty	1 - 10; 1 - 30
6 hours 6.5 hours pay, plus 30 minute penalty	1 - 10; 1 - 30
7 hours 7.5 hours pay, plus 30 minute penalty	2 - 10; 1 - 30
8 hours 8 hours pay, plus 30 minute pay at OT rates, plus 30 minute penalty	2 - 10; 1 - 30

3.12 **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 build and maintain shifts of four (4), five (5), six (6), seven (7), or eight (8) hours as the only recognized shifts. Wherever possible, all eight (8) hour shifts will be scheduled before seven (7) hour shifts are scheduled. Wherever possible, all seven (7) hour shifts will be scheduled before six (6) hour shifts are scheduled. Wherever possible, all six (6) hour shifts will be scheduled before five (5) hour shifts are scheduled. Wherever possible, all five (5) hour shifts will be scheduled before four (4) hour shifts are scheduled.

- 3.13 (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
- employee's name
 - classification
 - days off
 - starting and finishing times

- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (d) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (e) An Employer will provide the Shop Chairperson with a copy of the work schedule and any changes thereto. All changes to the work schedule shall be dated.

ARTICLE 4 - MANAGEMENT OF EMPLOYEES

- 4.01 (a) The entire management of the operation is vested exclusively in the Employer and the Union shall not in any way interfere with these rights, and the management in exercising its rights will observe the provision of this agreement. The Employer shall allow the properly authorized representatives 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 the permission of management being first had and obtained and such permission may not be unreasonably withheld.
- (b) In the exercise of the management of the employees, the Employer will not treat any employee in an unfair or discriminatory manner and will observe all provisions of this collective agreement, the Labour Relations Code of B.C., the Employment Standards Act of B.C., and the Human Rights Act of B.C.
- 4.02 All staff will work under the direction of the Manager only, and the Employer will advise the Union of this appointment.
- 4.03 There shall be established a Union-Management Committee composed of representatives of the Union and representatives of management which shall meet from time to time as mutually agreed upon for the purpose of discussing the application or administration of the agreement or enforcement of Employer rules and regulations. The total number of representatives on this committee should be kept to a reasonable number. Employees shall not be paid for time spent attending any meetings of this committee unless the Employer agrees that a meeting be held during the employee's normal working hours.

ARTICLE 5 - UNION SECURITY

- 5.01 The Employer reserves the right to recommend any competent employee to the Union for the purpose of taking out a Union card or permit. In any case of the Employer desiring the said employee work in his establishment and upon obtaining such card or permit, such employee may be employed.
- 5.02 All employees who are now members of the Union or who may become members, shall remain members in good standing as the condition of employment. **All employees as a condition of employment shall sign an authorization of check-off before commencing**

work. 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 fees.

- 5.03 The Employer agrees to deduct union dues and/or assessments as established by the Union for all employees. These dues to be remitted by the Employer by the fifteenth (15th) day of the month following that month for which the dues are applicable. The Union will notify the Employer of the rate of monthly dues and/or any assessment that is levied, upon written authorization only.

The Union agrees to supply the Employer with application forms and authorization deduction forms.

All violations of the above clause 5.03 shall be given in writing by the Union to the Employer before any action can be taken towards arbitration.

- 5.04 In the event of suspension, expulsion for cause, or resignation from the Union of an employee covered by the agreement, upon notice in writing from the Union to that effect, the Employer shall immediately discontinue the employment of such employee.

ARTICLE 6 - SENIORITY

- 6.01 For the purpose of this agreement, "seniority" shall only apply to an employee who has completed a 45 working day or 120 calendar day probation period with the Employer, whichever occurs first.

6.02 Eligibility for Seniority Entitlement

- (a) For the purpose of this agreement, "seniority" shall only apply to an employee who has completed their probationary period.
- (b) Upon successful completion of the probationary period, an employee will be credited, for the purpose outlined in (a) above, with the total number of hours worked during the probation period.

6.03 Accrual of Seniority

- (a) 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:
- (i) any time off paid for by the Employer;
- (ii) time off as a result of an injury or illness which is proven to be work related, shall be counted as time worked, provided that a related claim is accepted by either the Workers' Compensation Board or the Health and Welfare Plan provided for in this agreement;
- (iii) up to one (1) month of consecutive time off for a leave of absence shall be

- counted as time worked;
 - (iv) time spent on an approved educational course or negotiating committee shall be counted as working hours;
 - (v) non-occupational illness or injury for a period of up to six (6) months;
 - (vi) Maternity and Paternity leave in accordance with prevailing Employment Standards legislation.
- (b) Loss of Seniority: An employee will lose all seniority rights where that employee:
- (i) voluntarily terminates their employment;
 - (ii) is discharged for just and reasonable cause;
 - (iii) is on layoff more than twelve (12) consecutive months;
 - (iv) the employee does not return to work on the date specified following an approved leave of absence other than medical;
 - (v) the employee receives severance pay in accordance with the terms of this agreement;
 - (vi) is promoted and/or transferred to a position outside the bargaining unit.

6.04 **Seniority Lists**

- (a) The Employer agrees to post departmental seniority lists on or before the 1st day of February and the 1st day of August in each year. The periods for calculating the hours worked shall be January 1st to June 30th for the August list and July 1st to December 31st for the February list.
- (b) The seniority lists shall contain the following information:
- (i) the employee's name;
 - (ii) the date from which the employee's service seniority is calculated;
 - (iii) the number of hours of seniority accrued;
 - (iv) the employee's job classification.
- (c) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this agreement.

The language of this clause will be reproduced on the posted seniority list.

- (d) At the time of posting, a copy of the seniority lists shall be given to the shop steward or chairperson. Where there is no shop steward or chairperson, a copy will be forwarded to the Union Business Representative.
 - (e) New employees will be added to the departmental seniority list upon commencement of employment.
- 6.05 The Employer shall post bargaining unit work for not less than seventy-two (72) hours, in a conspicuous place, notice of all vacant positions, new positions and promotions.
- 6.06 **Promotion Trial Period**
- (a) Any employee who is granted a promotion or appointment by the Employer shall be on a trial period for up to forty-five (45) days for promotions. 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.
 - (b) 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 may be returned to his 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.
- 6.07 No employee shall have right of claim to seniority if he or she has been on a leave of absence for a period in excess of three months, as granted by the Employer.
- 6.08 It is mutually agreed that the personnel employed by the unit must be members of Local 40. No permit holder shall give service as a bartender, except in the case of emergency, and the Employer shall notify the Union the following day.

ARTICLE 7 – INSTRUCTION RE: LIQUOR CONTROL LEGISLATION AND REGULATIONS

- 7.01 **All newly hired employees who will be involved in the sale or handling of liquor will be provided with instructions to acquaint them with the relevant provisions of the Liquor Control Legislation and Regulations and the importance of complying with those regulations.**
- 7.02 **Employee Serving Liquor**
- (a) **No employee who is involved in the serving of liquor shall knowingly sell or serve liquor in the Employer’s premises to any person who is under the legal age. Where, after asking for the person to produce suitable identification and proof of age, such an employee is in doubt as to the person’s age, the employee may refuse service.**

(b) If the employee is directed by a person designated by the Employer to serve a person whose age is in doubt, the Employer shall accept and bear the full responsibility and shall pay any fines or penalties incurred by the employee as a consequence of such service.

7.03 Implementation of Change in Regulations

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

7.04 The Employer shall pay all legal costs arising out of any charges laid by reason of an employee enforcing Liquor Control Board rules and regulations while on and within the confines of the Employer's premises.

ARTICLE 8 - MODE OF DRESS

8.01 **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. Black trousers, skirts (knee length) or black dress walking shorts, white shirts or blouses, other than the Club uniform. T-shirts (white) may be worn but must be solid white with no advertising, other than a small logo/crest. Closed shoes or sneakers only.**

8.02 The Workers' Compensation Board or the Employer, upon a bona fide claim, shall compensate the employee for shirts, pants, false teeth, eye glasses and hearing aids damaged or torn while enforcing house rules or Liquor Board regulations while on duty.

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 employee while on duty shall be supplied and laundered by the Employer free of cost to the employee.

ARTICLE 9 - STATUTORY HOLIDAYS

9.01 The following shall be considered statutory holidays:

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

9.02 **Statutory Holiday Falling on Day Off**

In the event that an employee's day off falls on a statutory holiday, the employee shall receive his normal day's wages as calculated in 9.03 (b).

9.03 **Payment for Statutory Holidays**

- (a) Employees who are eligible for statutory holiday pay will receive a normal day's pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For purposes of this article, a normal 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 ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal day's pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked on the basis of the hours that the employee was paid for those days.
- (c) An employee who is scheduled by the Employer to work on a statutory holiday shall be paid one and one-half (1 ½) times his normal wage rate for any hours so worked, on all statutory holidays in addition to pay received under (a) above. An employee who works more than his regularly scheduled hours shall be paid double time and one-half (2 ½) for all such hours worked.

9.04 **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, and any abuse of this provision by an employee may be cause for discipline.

9.05 **Loss of Statutory Holiday Pay for Failure to Report**

If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without leave of the Employer, he shall not receive any pay for such holiday.

The Employer is entitled to require the employee to substantiate the "reasonable cause" for his absence.

9.06 **Normal Schedule**

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

9.07 **Statutory Holiday During Employee's Vacation**

- (a) Should any statutory holiday occur during an employee's vacation period, the formula in 9.03 (b) shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period.
- (b) Should a statutory holiday fall during the first week immediately following the end of an employee's vacation the formula in 9.03 (b) will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.
- (c) Should a statutory holiday fall during the second week immediately following the end of an employee's vacation, the formula in 9.03 (b) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

ARTICLE 10 - WAGE SCALE AND JOB CLASSIFICATIONS

- 10.01 The wage scale shall cover the following job descriptions and classifications of labour within the jurisdiction of Local 40.
- 10.02 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 for four (4) or more hours during any particular shift, but the Employer may not, by virtue of this rules, evade the hiring of an employee in a higher classification where such employees in a higher classification would normally be hired according to the usages of the trade. If the employee works at the higher classification for less than four (4) hours, he or she shall then be paid the higher rates for the actual amount of time accordingly.
- 10.03 The wage scale outlined above is based on a minimum and does not prevent the Employer from paying a higher rate if he so desires. No employee at present receiving a higher wage than called for in this agreement shall have his wages reduced. Replacement and casual staff shall receive 70% of the agreed union wage rate for the first 80 hours of work and 100% after the completion of 80 hours of work.
- 10.04 The Employer agrees that any employee who is receiving wages which are above the minimum rates shall enjoy any and all increases which are negotiated.
- 10.05 **When an employee is laid off or his services are terminated, he shall be paid within forty-eight (48) hours. When an employee terminates their employment, they shall be paid within seventy-two (72) hours. This does not apply to termination for just cause.**
- 10.06 The Mixerologist's duties shall consist of mixing and serving drinks, preparing fruit and juices, keeping fridge stocked, provided there is no Porter on duty. He shall not be required to take stock or perform any janitorial work other than the general cleanliness of the bar and utensils and general tidiness of all stations, excluding food services, while working without a

waiter.

- 10.07 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.

ARTICLE 11 - ANNUAL VACATION

- 11.01 Employees with less than one (1) year's service will receive holiday pay in accordance with the Holiday With Pay Act.
- 11.02 An employee having one (1) year of consecutive service in one establishment shall receive two weeks vacation with pay computed on the basis of four percent (4%) of his or her gross earnings for the preceding year, which shall commence on the date of employment or anniversary thereof. Employees having three (3) years or more of service in one establishment shall receive three (3) weeks vacation with pay, computed on the basis of six percent (6%) of his or her gross earnings for the previous year. Employees having six (6) years or more of service in one establishment shall receive four (4) weeks vacation with pay, computed on the basis of eight percent (8%) of his or her gross earnings for the preceding year. Employees having ten (10) years or more of service in one establishment shall receive five (5) weeks vacation with pay, computed on the basis of ten percent (10%) of his or her gross earnings for the preceding year.
- 11.03 Should any statutory holiday occur during the 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.
- 11.04 Employees shall have preference in respect to annual vacations, within their department and classification, according to the seniority lists and the taking of same shall be mutually agreed upon by the Employer and the employee on or before the 1st day of **March** in each and every year.

ARTICLE 12 – LEAVE OF ABSENCES

- 12.01 In the case of an employee being off for sickness or accident, when the said employee is declared physically able to resume occupation by either physician or the Workers' Compensation Board, the said employee shall be reinstated to former position, upon proof of such capability.
- 12.02 The Employer agrees that all regular employees will be entitled to three days off without loss of pay for bereavement leave. Death in the immediate family to be defined as: Mother, Father, Son, Daughter, Sister, Brother, Spouse, Common-Law Spouse, Father-in-Law, Mother-in-Law, Paternal and Maternal Grandparents.
- 12.03 (a) Effective February 9, 1994 - Sick Leave: It is mutually agreed that all employees covered by this agreement shall accumulate a half (½) day per month worked up to a maximum of six (6) days per calendar year. Upon request of the Employer, an

employee may be required to produce a doctor's certificate for proof of such illness in order to be eligible. There shall be no accumulation of sick leave beyond six (6) days. The definition of a calendar year is any twelve (12) month period as per an employee's sick record time. An employee must meet the requirements of Article 6.01 (45 days probation period) to avail themselves to sick leave provisions.

- (b) Any unused sick days shall be paid at the year end (December 31) at the hourly rate of pay in effect at that time.

12.04 Lighting: The Union can investigate the lighting and the Employer will correct same where in violation of the Liquor Board regulations.

12.05 The Employer will recognize and abide by the provisions contained within the Employment Standards Act of B.C. - #7 "Maternity & Parental Leave", Sections 51 through 56 and any amendments to the Act during the life of this collective agreement.

12.06 The Employer 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 return to his employment within thirty (30) calendar days after completion of his employment with the Union, as directed by the Union.

12.07 The Employer 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.

ARTICLE 13 – MISCELLANEOUS EMPLOYMENT ENTITLEMENTS

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

13.02 It is mutually agreed that the general terms of this agreement shall remain in full force and effect in accordance with the Labour Relations Code of the Province of British Columbia.

13.03 It is mutually agreed that no waiter shall be required to carry a load exceeding twelve (12) glasses in areas where beer is served in containers other than glasses, bottles or other containers having a capacity equal to the capacity of glasses approved from time to time by the Liquor Control Board.

13.04 In the case of an employee being off for sickness or accident, when the said employee is declared physically able to resume occupation by either physician or the Workers' Compensation Board, the said employee shall be reinstated to former position, upon proof of such capability.

13.05 It is mutually agreed that the Employer will post working house rules and file copy of same with the Union office before enforcing on the employees.

13.06 Protected Working Conditions

- (a) Effective February 9, 1994, all working conditions from this day forward which are not specifically mentioned in this agreement and which are not contrary to its general

purpose and intent shall continue in full force and effect unless cancelled or terminated in accordance with the terms of this article.

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

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

13.08 Employees having completed one (1) or more years of continuous service with the same Employer: upon retirement, lay-off, or resignation when such resignation is announced and carried out at the least after nine hundred and twelve (912) days following their last date of hire, shall be entitled to severance pay. This pay shall consist of eight (8) hours pay at the employees current hourly rate for each full year of employment from certification date. Any employee laid off will be considered a new employee on return to employment if he has received severance pay. Severance pay shall be calculated to the closest half year with a minimum of one (1) year service, except as aforesaid respecting the minimum for resignation. **To receive severance pay, the employee must give one (1) weeks written notice.**

13.09 Noise Abatement: It is understood and agreed by the parties that when noise levels exceed the maximum noise level allowable under the Workers' Compensation Board regulations, the employees may cease work until such noise levels are kept continuously below the allowable maximum.

13.10 The Mixerologist's duties shall consist of mixing and serving drinks, preparing fruit and juices, keeping fridge stocked, provided there is no Porter on duty. He shall not be required to take stock or perform any janitorial work other than the general cleanliness of the bar and utensils and general tidiness of all stations, excluding food services, while working without a waiter.

13.11 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 or she will be held responsible.

13.12 (a) 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.

- (a) 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.

13.13 It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust of Local 40 in regards to Health and Welfare shall be binding on the signing parties. This shall at no time determine the hourly rates as defined in the collective agreement, Article 14.02 and 14.03.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Definition and Recognition of a Grievance

- (a) Any complaint, disagreement or difference of opinion between the parties respecting the interpretation, application 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.

14.02 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 for the department in which the employee works.

(b) Step One

At this step, notice in writing of the grievance must be filed with a person designated by the Employer within ten (10) working days after the occurrence of the alleged grievance or of the date on which the 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 other than the employee's immediate supervisor.

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

(c) **Step Two**

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

1. The Optional Grievance Procedure provided in 13.08.
2. Go to a Single Arbitrator as agreed in (3) below.
3. Go directly to full arbitration at Step Four.

(e) If both parties agree, the grievance may be heard by a Single Arbitrator. The parties shall have five (5) working days to agree on an Arbitrator. Failing such agreement, either party may request the Minister of Labour to appoint such Arbitrator. Clauses 13.06 and 13.07 shall apply to such Single Arbitrator.

(f) **Step Four**

The final step of the grievance procedure shall be full arbitration as provided herein, unless the parties have previously agreed to be bound by the recommendations of an officer appointed by the Labour Relations Board, or the recommendations of the Investigator under the Optional Grievance Procedure or by a Single Arbitrator appointed in (e) above.

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

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

(h) Section 87(1) of the Labour Relations Code of B.C. may be utilized but is excluded from operation by the parties to the agreement for the purposes outlined in 13.08 (b).

14.03 **Time Limits**

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

14.04 **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 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.

14.05 **Arbitration Board**

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

14.06 **Arbitration Hearing and Award**

- (a) As soon as the Chairperson has been appointed, the Arbitration Board will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the Arbitration Board, and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the Arbitration Board by agreement of the parties.
- (c) Each party to the arbitration will bear the expense of its nominee, and one-half of the expense associated with the appointment of the Chairperson.
- (d) The parties recognize that they are bound by a decision of the Board, a majority of the Board, or by the Chairperson of the Board, in accordance with Section 94 of the Labour Relations Code of British Columbia.

14.07 **Authority of the Arbitration Board**

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.

14.08 **Optional Grievance Investigation 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 procedures otherwise provided for in this agreement. It is not intended to replace those other procedures.

(b) **Optional Grievance Investigation Procedure**

As provided for in Section 103 of the Labour Relations Code of British Columbia, where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the collective agreement, the parties will appoint one of the persons named herein as “Investigators”, or a substitute agreed to by the parties, to:

1. Investigate the difference;
2. Define the issue in the difference; and
3. Make written recommendations to resolve the difference within five (5) days of the date of the receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

(c) **Cost Sharing**

As provided for in Section 103 of the Labour Relations Code of British Columbia, each party shall pay 1/3 of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or his substitute. The remaining 1/3 will be paid by the Provincial Government.

(d) **Investigators - Alternates Agreed to and Selection**

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

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

(e) **Option Choice and Timing**

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

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

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

(f) **Binding Recommendations**

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

ARTICLE 15 - FRINGE BENEFITS

15.01 The Employer and the Union agree that employees shall be covered by the provisions of a Health & Welfare Plan provided for in a certain Trust Deed between the Union and the Non-Aligned Employees Health Care Plan and certain persons named for the Union and the Non-Aligned Employees Health Care Plan as Trustees of the Plan. The allotment which includes Dental Plan coverage is as follows:

Effective February 9, 2007 the contribution shall be one dollar and sixteen cents (\$1.16) per hour.

Effective February 9, 2008, the contribution shall be one dollar and twenty-one cents (\$1.21) per hour.

Effective February 9, 2009, the contribution shall be one dollar and twenty-six cents (\$1.26) per hour.

Effective February 9, 2010, the contribution shall be one dollar and thirty-two cents (\$1.32) per hour.

These contributions and any further increases deemed necessary by the Plan Administrator during the term of this agreement, shall be shared by the parties as follows:

Effective February 9, 2004: Employer 90%
Employee 10%

15.02 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.

15.03 The Employer also agrees to remit the contributions together with a monthly statement setting out the names of the employees in respect of which said payments are made

together with the hours of work credits or amounts paid in respect of employees.

- 15.04 In the event an Employer fails to remit contributions to these Plans in conformity with this clause of the agreement, the Employer shall, if in default more than ten (10) days after notification by the Union, pay the monies due thereunder and in addition thereto pay these Plans a penalty in the amount of fifty dollars (\$50.00). The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.
- 15.05 The Employer shall allow the properly authorized representative of the Union to investigate his time book to see that proper contributions to the Health & Welfare are being remitted.
- 15.06 It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust of Local 40 in regards to Health and Welfare shall be binding on the signing parties. This shall at no time determine the hourly rates as defined in the collective agreement, Article 14.02 and 14.03.

ARTICLE 16 - DURATION OF AGREEMENT

- 16.01 This Agreement shall be for the period from and including **February 9, 2007** to and including **February 8, 2011**, 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 expiry of this agreement, October 8, 2010, or immediately preceding the 9th day of February 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 strike; or
 - (b) the Employer shall lock out its employees, or
 - (c) the parties shall conclude a renewal or revision of this agreement or enter into a new collective agreement.

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

DATED this _____ day of _____, 2007.

SIGNED ON BEHALF OF:

ARMY, NAVY & AIR FORCE
VETERANS' CLUB, UNIT NO. 5

UNITE HERE, LOCAL 40

APPENDIX "A"

CLASSIFICATION	DATE EFFECTIVE			
	February 9 th , 2007	February 9 th , 2008	February 9 th , 2009	February 9 th , 2010
	3%	3.5%	3.5%	4%
MIXEROLOGIST	\$12.62	\$13.06	\$13.52	\$14.06
SERVICE	\$10.07	\$10.42	\$10.78	\$11.21

The union shall agree to allow the continuation of contracted janitorial services.

LETTER OF UNDERSTANDING #1

BETWEEN:

UNITE HERE, LOCAL 40
(hereinafter referred to as "Union")

AND:

ARMY, NAVY & AIR FORCE VETERANS' CLUB, UNIT NO. 5
(hereinafter referred to as "Employer")

The parties agree that effective February 25, 1998, the Employer may lease out the kitchen/auditorium to an outside operator and the Union shall retain jurisdiction for Bar Service at Club functions only.

It being understood that should this area revert to being operated by the Employer, this Letter shall be deemed null and void and the provisions of Articles 2.02, 2.07, 12.05 and 14.01 shall be implemented.

DATED this _____ day of _____, 2007.

SIGNED ON BEHALF OF:

ARMY, NAVY & AIR FORCE
VETERANS' CLUB, UNIT NO. 5

UNITE HERE, LOCAL 40

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