

**VETERANS' CLUBS**

**COLLECTIVE AGREEMENT**

between

**ARMY, NAVY & AIR FORCE VETERANS' CLUBS  
ROYAL CANADIAN LEGION BRANCHES  
(New Westminster and Peace Arch Zones)**

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

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

and

**UNITE HERE, LOCAL 40**

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

**May 1<sup>st</sup> , 2008 to April 30<sup>th</sup> , 2013**

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## **ARTICLE 1 INTRODUCTION**

### **1.01 PURPOSE**

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.

## **ARTICLE 2 DURATION AND INTEGRITY OF AGREEMENT**

### **2.01 DURATION**

- (a) **This Agreement shall be for the period from May 1<sup>st</sup>, 2008 up to and including April 30<sup>th</sup>, 2013.** Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - i) the Union commences a legal strike; or
  - ii) the Employer commences a legal lockout, or
  - iii) the parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered a delivery receipt must be obtained.
- (e) ANAF/RCL New Westminster Zone and Peace Arch Zone members, as identified in Appendix A attached to the Collective Agreement, will operate as a single unit for all purposes of collective bargaining.

### **2.02 LABOUR RELATIONS CODE - SECTION 50(2) AND (3) EXCLUDED**

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

### **2.03 WORK INTERRUPTION PROHIBITED**

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

### **2.04 CONTRACTED SERVICES**

- (a) The Employer agrees that work currently being performed by members of the Union will continue to be performed by members of the Union in accordance with the terms and conditions of this Agreement should such work be contracted or sub-contracted.
- (b) **In cases where the Club has contracted out services prior to the existing agreement they may continue to contract out these services.**

### **2.05 IMPACT OF LEGISLATION**

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

## **ARTICLE 3 UNION RECOGNITION**

### **3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT**

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



### **3.02 REFUSAL TO WORK WITH NON-UNION EMPLOYEES**

- (a) Refusal on the part of Union members to work with non-union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union office.

### **3.03 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS**

- (a) The Employer undertakes, wherever possible and practical, to use services, products and other materials necessary to the proper functioning of the Club, which are manufactured, provided or produced under fair labour conditions.
- (b) No employee shall be required to handle or use any products that are declared unfair as recognized by the B.C. Federation of Labour or the Canadian Labour Congress. In all such cases notification of the products involved will be given to the Employer in writing by the Union.

### **3.04 RECOGNITION OF LEGAL PICKET LINES**

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purpose of this Article, a "legal picket line" shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code.
- (b) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's Operation.
- (c) The Employer has no obligation to reassign the employee to other work, or to continue to pay an employee's wages and benefits during the period while the employee is refusing to cross a legal picket line.

### **3.05 PERFORMANCE OF BARGAINING UNIT WORK**

Except as otherwise permitted by the Collective Agreement, no person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purposes of instruction, experimentation, or management training, in which case trainees shall not displace or replace any employee in the aforesaid classifications and except in cases where regular employees are not available at the straight time wage rate set out in this Collective Agreement.

### **3.06 UNION BUTTONS**

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

### **3.07 UNION HOUSE OR BAR CARD CONTRACT**

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

## **ARTICLE 4 MANAGEMENT RIGHTS**

### **4.01 MANAGEMENT RIGHTS**

- (a) The entire management of the operation, including discipline of the employees is vested exclusively in the Employer at their place of business.
- (b) In the exercise of management rights, the Employer will not treat any employee in an unfair and discriminatory manner and will observe the provisions of this Agreement at their place of business.
- (c) **The New Westminster Peach Arch Zone is the exclusive bargaining agent for the Clubs.**

### **4.02 WORKING MANAGERS**

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

### **4.03 VOLUNTARY HELP**

Unless otherwise permitted by the Collective Agreement, it is mutually agreed that no voluntary help shall be permitted for any position normally filled by a Union member during normal days and hours of operation. Normal days and hours of operation shall be

those as allowed by the Liquor Control and Licensing Branch Regulations and the established policy of the bargaining unit.

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

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

## **ARTICLE 5 UNION SECURITY**

### **5.01 MEMBERSHIP**

- (a) All employees who are now members of the Union or who may become members, shall remain members in good standing as a condition of employment.
- (b) The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this Collective Agreement, and refer such employees to the Union for purposes of obtaining a Union card.
- (c) All employees as a condition of employment shall sign a Union membership application card before commencing work.
- (d) The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union, according to the Union's International Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this province.

### **5.02 CHECK-OFF: ASSIGNMENT OF WAGES**

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

### **5.03 CHECK-OFF: PROCESS AND PROCEDURES**

- (a) The employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom

the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month in which the monies were deducted.

- (c) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.
- (d) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.

## **ARTICLE 6 UNION STEWARDS**

### **6.01 UNION STEWARDS**

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

## **6.02 MANAGEMENT AND UNION STEWARDS JOINT CONSULTATION MEETING**

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Stewards on a monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement.
- (b) All Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Employer.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Shop Steward agrees there are no problems it will not be necessary to convene the monthly meeting.
- (e) It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the Labour Relations Code.

## **ARTICLE 7 PROBATIONARY PERIOD**

**7.01 The probation period referred to in this Collective Agreement shall be sixty (60) shifts. For the purpose of this Article:**

- **Four (4) hours worked equals one (1) shift;**
- **Eight (8) hours worked equals two (2) shifts;**
- **Two (2) – six (6) hours shifts worked equals three (3) shifts.**

## **ARTICLE 8 SENIORITY**

### **8.01 SENIORITY ENTITLEMENT**

(a) Departmental Seniority:

For the purposes of this Agreement "departmental seniority" shall be defined as an employee's total length of continuous service identified in hours worked within their classification within a particular department in the Employer's operation.

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

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

## **8.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT**

- (a) For the purpose of this Agreement, "seniority" shall only apply to an employee who has completed his or her probationary period.
- (b) Upon successful completion of the probationary period, an employee will be credited, for the purposes outlined in (a) above, with the total number of hours worked during the probation period.
- (c) When there are two or more employees on probation at the same time, the principles of seniority will be applied.

## **8.03 ACCRUAL OF SENIORITY**

- (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 paid time off shall be counted as working hours;
  - ii) time off as a result of an injury or illness shall be counted as time worked, provided that a related claim is accepted by either the Workers' Compensation Board 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 pursuant to Article 10.02 shall be counted as time worked;
  - iv) time spent on an approved educational course or negotiating committee shall be counted as working hours;
  - v) **employee is on maternity leave.**
- (b) An employee will lose all their seniority rights where he/she:
  - i) voluntarily terminates their employment;
  - ii) is discharged for just and reasonable cause;
  - iii) is on layoff more than six (6) consecutive months. In the case of construction or major renovation the period will be extended;
  - iv) does not return to work on the date specified following an approved leave of absence other than medical;

- v) the employee received severance pay in accordance with the terms of this Agreement 17.10;
  - vi) is on a leave of absence in excess of 3 months, except for a leave granted under Article 10.01.
- (c) Seniority Retained But Not Accrued: Seniority shall be maintained but not accrued in the following situation:
- i) where an employee has been granted, by the Employer, a leave of absence for up to three (3) months.

#### **8.04 LAYOFF AND RECALL PROCEDURE**

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off. Recall shall be in the reverse order.
- (b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.
- (c) In the event of a layoff, the order of layoff within the effected classification and department shall be as follows:  
  
Employees on probation;  
Employees holding seniority.
- (d) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting their recall rights.
- (e) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), or registered mail. Any employee failing to report for duty within sixty (60) hours shall be considered to have resigned without notice.
- (f) Employees who have no expectation of recall for a period greater than sixty (60) days shall be returned to a classification in which the employee had previously held seniority.
- (g) An employee who has been returned as noted in (f) above shall, within the classification to which the employee is returned, have seniority according to length of service in the establishment.

#### **8.05 TRANSFERS**

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

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

#### **8.06 TRANSFER TRIAL PERIOD**

- (a) Any employee who is granted a transfer by the Employer, shall be on a trial period for up to sixty (60) days. During this trial period, the employee must demonstrate that they 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 they decide during the trial period that they do not want to continue in the job, then the employee shall be returned to his/her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the transfer to move back into their job positions and wage rates, which they occupied prior to the transfer.

#### **8.07 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 employees 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.



- (f) Should an employee have been assigned more hours outside their classification during a calculation period, then a transfer or promotion will be deemed to have taken place and the employee will be placed on the new seniority list, in the new classification, with credit for hours accrued during the calculation period.

## **8.08 JOB POSTING**

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

## **ARTICLE 9 HOURS OF WORK**

### **9.01 NORMAL STRAIGHT TIME HOURS OF WORK**

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
  - i) not more than eight (8) hours in any one (1) day;
  - ii) not more than five (5) working days in any seven (7) day period;
  - iii) not more than forty (40) hours in any five (5) working day period.

### **9.02 SPLIT SHIFTS**

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

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

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

### **9.03 SHIFT HOURS**

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

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

### **9.04 MAXIMIZING THE LENGTH OF SHIFTS**

- (a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first build and maintain shifts of 8, 7, 6, 5, or 4 hours as the only recognized shifts. Wherever possible, all eight (8) hour shifts will be scheduled before seven (7) hour shifts are scheduled, with a similar progression downward to four (4) hour shifts.
- (b) The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts or incur any penalty.

### **9.05 DAY OFF**

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

### **9.06 OVERTIME**

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

### **9.07 UNPAID MEAL BREAKS**

Employees working a six (6), seven (7), or eight (8) hour shift shall be granted a luncheon period between the third and fifth hour of work of not less than one-half (1/2) hour nor more than one (1) hour on the employee's own time.

### **9.08 REST PERIODS**

All employees working a six (6), seven (7), or eight (8) hour shift shall be allowed two (2) fifteen (15) minute rest periods each day aside from meal time. Such minutes shall be taken on the Employer's time. A four (4) hour shift, and a five (5) hour shift shall be allowed one (1) fifteen (15) minute rest period.

## **9.09 PAYMENT FOR TIME IN LIEU OF BREAKS**

In addition to being compensated for the time worked in lieu of a break or breaks, the employee shall receive an additional sum equal to the amount of the lost break or breaks to a maximum of thirty (30) minutes per shift.

## **9.10 WORK SCHEDULES**

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
  - employee's name
  - classification
  - days off
  - starting and finishing times
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) All employees shall be given forty-eight (48) hours notice of any change of their respective work schedule except in circumstances beyond the Employer's control.
- (d) Should the above not be adhered to then the employee shall be paid for the hours as though the shift had been worked as scheduled.

## **9.11 ASSIGNMENT OF SHIFTS**

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

## **9.12 TIME BETWEEN SHIFTS**

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

**ARTICLE 10  
LEAVES OF ABSENCE**

**10.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE**

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

**10.02 LEAVE OF ABSENCE: UNION CONVENTION  
AND EDUCATIONAL PROGRAMS**

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

**10.03 BEREAVEMENT LEAVE**

- (a) A regular employee will be granted three (3) consecutive days off without loss of pay in the event of the death of a member of the employee's immediate family. One (1) of the days off will be the day of the funeral.

- (b) "Immediate family" shall be understood to include the employee's mother, father, stepparents, son, daughter, stepchildren, sister, brother, spouse, father-in-law or mother-in law, grandparents, grandchildren, same sex spouse.
- (c) For purposes of this article, "spouse" shall be defined to include a common law spouse with whom the employee has cohabited for a minimum of one (1) year.
- (d) The Employer is entitled to require proof of death and/or relationship.

#### **10.04 ELECTION DAYS**

**No wages shall be deducted for time lost on election days, Federal and Provincial only, and the regular work schedule will prevail.**

#### **10.05 SICK LEAVE**

- (a) It is mutually agreed that all employees covered by this Agreement shall accumulate one-half (1/2) day per months worked sick leave. To qualify for this benefit, an employee must work an average of two (2) shifts or more per week during the month on which the calculation is based. It is understood when accumulating sick days ½ day refers to the normal and usual hours an employee works, i.e.: eight (8) hours a day accumulates four (4) hours per month; four (4) hours a day accumulates two (2) hours a month.
- (b) It is mutually agreed and understood that sick leave shall be used for the following reasons:
  - i. For illness of three (3) days while employee waits for Short Term disability to commence;
  - ii. For illness of less than three (3) days;
  - iii. For continuing illness that may carry over after any Short Term Disability or Employment Insurance sick leave have run out.
- (c) A medical report may be requested by the Employer at the time of sickness, any cost to be borne by the Employer.
- (d) Where abuse of this provision is suspected, the Employer may draw such abuse to the Union's attention with the understanding that the Union shall report back to management the reason for such illness.
- (e) All current employees are grandfathered and shall have their sick days maintained to be used as described above.

Subject to (e) above, in future, all employee including grandfathered employees shall accumulate sick days from year to year to a maximum of nine (9) days.

## **10.06 LEAVE TO APPEAR AS WITNESS**

- (a) Subject to the provisions of paragraph (b), any employee covered by this Agreement who is required to attend any commission, court of hearing, to give evidence in any civil or criminal case respecting the club in which they are employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay and a maximum of eight (8) hours pay.
- (b) For the purposes of this Article 17.08, a commission, court or hearing does not include a grievance arbitration hearing, an industrial inquiry commission, the Industrial Relations Council or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union.
- (c) Notwithstanding Paragraph (b), an employee who is called by the Employer to give evidence at a grievance arbitration hearing, an industrial inquiry commission, the Industrial Relations Council or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union, shall be compensated in accordance with the provisions of Paragraph (a).

## **10.07 JURY AND WITNESS DUTY**

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

## **10.08 MILITARY SERVICE**

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

## **10.09 MATERNITY AND PARENTAL LEAVE**

All employees will be afforded all benefits of Maternity and Parental Leave in accordance with Employment Standards Legislation.

# **ARTICLE 11**

## **11.01 CONTROL OF ABSENTEEISM**

Recognizing that the absenteeism by employees creates staffing and scheduling problems, disruption in the work place to the detriment of other employees, and increased

cost to the detriment of all parties, the Employer is entitled to use any or all of the following measures in the control of absenteeism.

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

## **11.02 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY**

- (a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in his/her former position within twenty-four (24) hours, with all rights and conditions which they formerly enjoyed, according to the terms of the Agreement which is in effect at the time of their return, subject to the further conditions which follow.
- (b) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically able to resume the performance of the duties.
- (c) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

## **ARTICLE 12 MODE OF DRESS**

### **12.01 PROPER DRESS**

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

### **12.02 SPECIAL UNIFORMS**

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

### **12.03 UNCONVENTIONAL MODE OF DRESS**

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

### **12.04 CLEANING AND SUPPLY OF UNIFORMS**

All uniforms or special articles of wearing apparel worn by the employee while on duty shall be supplied and laundered by the Employer free of cost to the employee.

## **ARTICLE 13**

### **13.01 COMPENSATION TO EMPLOYEES RE: ENFORCEMENT OF HOUSE RULES FOR PATRONS**

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



**ARTICLE 14**  
**STATUTORY HOLIDAYS**

**14.01 STATUTORY HOLIDAYS**

The following shall be considered paid statutory holidays:

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

After one (1) year continuous service the floating holiday will be taken, each calendar year, at a time mutually agreeable to the employee and the Employer.

Should any other day be proclaimed as a Statutory Holiday during the term of this Agreement or should the Club close on any other day, such day will be substituted for the floating holiday.

**14.02 STATUTORY HOLIDAY FALLING ON DAY OFF**

In the event that an employee's day off falls on a statutory holiday, the employee shall receive their normal days wages as calculated in 14.03 (b).

**14.03 PAYMENT FOR STATUTORY HOLIDAYS**

- (a) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For purposes of this Article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours the employee has worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal days pay for New Years 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 (1-1/2) times the employee's normal wage rate for any hours so worked, on all statutory holidays in addition to pay received under (a)

above. An employee who works more than his/her regularly scheduled hours shall be paid double time and one-half (2-1/2) for all such hours worked.

#### **14.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY**

- (a) To be eligible to receive pay for a Statutory Holiday, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a 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.

#### **14.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT**

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

#### **14.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION**

- (a) Should any Statutory Holiday occur during an employee's vacation period, the formula in 14.03 (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 14.03 (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 14.03 (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 15 ANNUAL VACATION**

**15.01 EMPLOYEES WITH LESS THAN 3 YEARS SERVICE:  
SEPARATE CHEQUE**

Employees with less than three (3) years service will receive holiday pay in accordance with the provisions of the Employment Standards Act.

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

**15.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS**

- (a) Employees having completed three (3) years or more of service shall receive three (3) weeks vacation with pay computed on the basis of six (6) percent of his/her gross earnings for the preceding year.
- (b) Employees having seven (7) years or more of service shall receive four (4) weeks vacation with pay computed on the basis of eight (8) percent of his or her gross earnings for the preceding year.
- (c) Employees having fifteen (15) years or more of service shall receive five (5) weeks vacation with pay computed on the basis of ten (10) percent of his or her gross earnings for the preceding year.
- (d) Employees having twenty (20) years or more of service in one establishment shall receive six (6) weeks vacation with pay computed on the basis of twelve (12) percent of his/her gross earnings for the preceding year.

**15.03 VACATIONS TO BE TAKEN**

- (a) Vacations shall become due on the anniversary date of the employee's employment. Vacations do not necessarily need to be taken at this time, but the date may be mutually agreed upon in writing, between Employer and employee provided it falls within eight (8) months of the anniversary date of employment.
- (b) It is intended that vacations are to be taken as outlined in this Agreement and, accordingly, vacation pay will only be given at the time the vacation is taken.

**15.04 SCHEDULING OF VACATION**

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

**15.05 HEALTH & WELFARE WHILE ON VACATION**

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

- (b) The hourly rate is one dollar and fifty-one cents (\$1.51) per hour based on the hours the employee worked in the preceding weeks before the annual holiday.
- (c) Effective May 1<sup>st</sup>, 2009, the amount will increase to one dollar and fifty-six cents (\$1.56) per hour.
- (d) Effective May 1<sup>st</sup>, 2010, the amount will increase to one dollar and sixty-one cents (\$1.61) per hour.
- (e) Effective May 1<sup>st</sup>, 2011, the amount will increase to one dollar and sixty-six cents (\$1.66) per hour.
- (f) Effective May 1<sup>st</sup>, 2012, the amount will increase to one dollar and seventy-one cents (\$1.71) per hour.

## **ARTICLE 16 ADMINISTRATION**

### **16.01 COMBINED CLASSIFICATIONS**

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

### **16.02 WAGE RATE CONDITIONS**

- (a) The wage rates outlined in the attached appendix are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.
- (b) In cases where the Employer has granted an employee a rate higher than that provided in the Agreement, the premium cannot be withdrawn unless it was granted on a conditional basis and the condition has been exhausted or withdrawn. Otherwise, such a premium can only be withdrawn at the time when the wage rates are being negotiated.
- (c) All wage increases shall apply to all employees unless otherwise specified in this Agreement.

### **16.03 NEW CLASSIFICATIONS AND WAGE RATES**

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

### **16.04 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION**

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

## **ARTICLE 17 GENERAL**

### **17.01 CASH HANDLING - CHEQUE CASHING**

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

### **17.02 NO INDIVIDUAL AGREEMENTS**

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

### **17.03 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES**

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

### **17.04 PROTECTED WORKING CONDITIONS**

- (a) All working conditions at present in force which are not specifically mentioned in this Agreement and which are not contrary to its general purpose and intent shall

continue in full force and effect unless cancelled or terminated in accordance with the terms of this Article.

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

#### **17.05 SEVERANCE ALLOWANCE**

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

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

- (b) Employees working less hours will receive pro rata severance pay for the year based on the actual hours worked as a percentage of one thousand, eight hundred and twenty (1,820) hours, e.g. a person working nine hundred and ten (910) hours will receive six (6) hours pay.
- (c) Regular hours not worked as a result of a bona fide sickness or accident will be credited to the hours worked.
- (d) This article will not apply in cases of discharge for cause or in cases of an employee's resignation when an employee does not provide one (1) week's written notice of his/her resignation.

#### **17.06 PERSONAL EFFECTS**

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

#### **17.07 ENFORCEMENT OF REGULATIONS**

The Employer shall pay all legal costs arising out of any charges laid by reason of an employee enforcing Liquor Control and Licensing Branch Regulations as defined within the Act. The employee when enforcing these rules and regulations will do so in a reasonable manner.

## **17.08 SELF-SERVICE**

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

## **ARTICLE 18 GRIEVANCE PROCEDURE**

### **18.01 DEFINITION AND RECOGNITION OF A GRIEVANCE**

- (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.

### **18.02 INFORMAL STEP**

- (a) As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward for the department in which the employee works. Where no Department Steward exists, the employee may choose to be accompanied by the Club Shop Steward.

### **18.03 STEP ONE**

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

### **18.04 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.

### **18.05 STEP THREE**

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

- 1) the optional grievance procedure provided for in 18.13.
- 2) a single Arbitrator.
- 3) full arbitration.
- 4) use the Fast Track Med/Arb Process in Article 18.14

### **18.06 UNION AND EMPLOYER POLICY OR GENERAL GRIEVANCE**

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

### **18.07 TIME LIMITS**

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

### **18.08 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.

### **18.09 BOARD OF ARBITRATION OR SINGLE ARBITRATOR**

- (a) Seven (7) full days (excluding Sundays and Holidays) shall be allowed for the setting up of a Board of Arbitration or a single Arbitration or a single Arbitrator. In the case of a Board of Arbitration, it shall be composed of one (1) representative of the Union and one (1) representative of the Employer.



- (b) In the case of a Board of Arbitration the two (2) selected representatives will select an impartial Chairperson. In the case of a Single Arbitrator, the parties will select an impartial Arbitrator. In the event the representatives or the parties are unable to agree on a Chairperson or Arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be asked to appoint one.

#### **18.10 ARBITRATION HEARING AND AWARD**

- (a) As soon as the Chairperson or Arbitrator has been appointed, the Arbitration Board or Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.

In order to expedite the arbitration process, the parties agree that they will meet to identify the issue or issues and to prepare in written form a statement of facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the Board of Arbitration or the single Arbitrator.

#### **18.11 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.

#### **18.12 COST SHARING**

Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Chairperson or single Arbitrator.

#### **18.13 OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE**

The parties have agreed to initiate an optional grievance investigation procedure for the specified term of the 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 (5) days of the date of receipt of the request and, for those (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 the Investigator's 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.

#### **18.14 FAST TRACK MED/ARB PROCESS**

Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 18 of the Collective Agreement.

- 1) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
- 2) The outcome will be binding on the parties.
- 3) The cost will be borne in accordance with Section 103 of the Labour Relations Code. i.e. Employer-1/3, Union-1/3, Government 1/3.
- 4) The procedure cannot be used should an application for a Settlement Officer under Section 87 of the Labour Relations Code have been made by either party.
- 5) No legal counsel will be used by either party. The Union will use elected officers or business representatives.
- 6) The number of cases to be heard at any given time will not exceed three (3).
- 7) The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
- 8) Wherever possible the arbitrator will attempt to mediate a settlement between the parties.
- 9) In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
- 10) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- 11) General rules of evidence will be waived except for the rule of "onus".
- 12) Procedure Guidelines
  - a) The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

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

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

- i) the person to whom the complaint was given be called to testify;
- ii) bargaining unit or staff employees who can provide direct evidence with respect to the evidence be called to testify;
- iii) wherever possible, the complaint be committed to writing, in the customer's own handwriting;
- iv) prior to the hearing, the parties discuss the evidence so there are no surprises.

The Mediator/Arbitrator will be selected from the list contained in Letter of Understanding #1.

## **ARTICLE 19 HEALTH AND WELFARE/PENSION/ASSESSMENT ACCOUNT**

### **19.01 HEALTH & WELFARE**

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

## **19.02 CONTRIBUTION TO HEALTH & WELFARE**

- (a) Effective May 1<sup>st</sup>, 2008, the total cost of coverage in Article 19, Clause 19.01 of this Agreement shall be one dollar and twenty-one cents (\$1.21) per hour for each hour of employment, to be paid by the Employer.**
- (b) Effective May 1<sup>st</sup>, 2009, the amount will be increased to one dollar and twenty-six cents (\$1.26) per hour of employment.**
- (c) Effective May 1<sup>st</sup>, 2010, the amount will be increased to one dollar and thirty-one cents (\$1.31) per hour of employment.**
- (d) Effective May 1<sup>st</sup>, 2011, the amount will be increased to one dollar and thirty-six cents (\$1.36) per hour of employment.**
- (e) Effective May 1<sup>st</sup>, 2012, the amount will be increased to one dollar and forty-one cents (\$1.41) per hour of employment.**

## **19.03 FAILURE TO REMIT HEALTH & WELFARE CONTRIBUTION**

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

## **19.04 PENSION FUND**

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

## **19.05 CONTRIBUTION TO PENSION**

- (a) Effective May 1<sup>st</sup>, 2008, the total cost of coverage in this Agreement shall be forty (\$0.40) cents for each hour of employment performed by an employee covered by this Agreement, to be paid by the Employer.**
- (b) Effective May 1<sup>st</sup>, 2009, the cost of coverage will be increased to forty-three cents (43¢) per hour.**
- (c) Effective May 1<sup>st</sup>, 2010, the cost of coverage will be increased to forty-six cents (46¢) per hour.**
- (d) Effective May 1<sup>st</sup>, 2011, the cost of coverage will be increased to forty-nine cents (49¢) per hour.**

- (e) **Effective May 1<sup>st</sup>, 2012, the cost of coverage will be increased to fifty-two cents (52¢) per hour.**

#### **19.06 PAYMENT OF CONTRIBUTIONS**

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

#### **19.07 EMPLOYER STATEMENT**

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

#### **19.08 FAILURE TO REMIT PENSION CONTRIBUTION**

In the event an Employer fails to remit contributions to this plan in conformity with this clause of the Agreement the Employer shall, if in default more than ten (10) days after notification by the Union, pay the amount of monies due thereunder and in addition thereto pay the plan a penalty in the amount of fifty (\$50.00) dollars.

#### **19.09 ASSESSMENT ACCOUNT**

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 of each such employee as part of his or her compensation.

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

#### **19.10 INVESTIGATION OF TIME BOOK**

The Employer shall allow the properly authorized representative of the Union to investigate their time book to see that proper contributions to the Health & Welfare and Pension Plans are being remitted.

### **ARTICLE 20 DISCIPLINE AND DISCHARGE**

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

- i) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
  - ii) During the probation period specified in this Agreement, an employee may be discharged if they are unsuitable for status as a regular employee.
- (b) In the event that an employee other than probationary is discharged for just and reasonable cause the Shop Steward will be notified and provided with the reasons for the discharge.
- (c) Upon written request to the Employer, an employee shall have access to his or her personal file.

**ARTICLE 21  
DEFINITIONS**

**21.01 DEPARTMENT/CLASSIFICATIONS**

- (a) **Department defined as:** **Canteen/Lounge**
- (b) **Classification defined as:** **Bartenders  
Servers**

**21.02 TIME SPAN REFERENCES**

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

**21.03 BANK ROLLING**

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

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

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

**SIGNED ON BEHALF OF:**

**Royal Canadian Legions  
New Westminister & Peach Arch Zone**

**UNITE HERE, Local 40**

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\_\_\_\_\_

\_\_\_\_\_  
Jim Pearson,  
President/Administrator

\_\_\_\_\_  
Date



**Appendix A**

**Wage Scale and Classification**

<b>Classification</b>	<b>May 1<sup>st</sup>, 1993</b>	<b>May 1<sup>st</sup>, 2008</b>	<b>May 1<sup>st</sup>, 2009</b>	<b>May 1<sup>st</sup>, 2010</b>	<b>May 1<sup>st</sup>, 2011</b>	<b>May 1<sup>st</sup>, 2012</b>
		<b>\$.50</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b>Bartender</b>	\$13.71	14.21	14.49	14.78	15.08	15.38
<b>Server</b>	\$12.42	12.92	13.18	13.44	13.71	13.98

**LETTER OF UNDERSTANDING #1**

**between**

**ROYAL CANADIAN LEGIONS  
NEW WESTMINSTER AND PEACH ARCH ZONES**

**and**

**UNITE HERE, LOCAL 40**

**Re: Mediator/Arbitrator**

It is understood and agreed that the named persons under Articles 18.13 and 18.14 of the Collective Agreement shall be:

J. Dorsey  
V. Ready

SIGNED ON BEHALF OF:

Royal Canadian Legions  
New Westminster and Peace Arch Zones

UNITE HERE, Local 40

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\_\_\_\_\_

\_\_\_\_\_  
Jim Pearson,  
President/Administrator

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #2**

**between**

**ROYAL CANADIAN LEGIONS  
NEW WESTMINSTER AND PEACH ARCH ZONES**

**and**

**UNITE HERE, LOCAL 40**

**Re: Closing Time**

It is agreed that there shall be not less than two (2) persons on the premises of each Club at closing time. The second person need not be a member of the Union nor employed within the bargaining unit.

SIGNED ON BEHALF OF:

Royal Canadian Legions  
New Westminister and Peace Arch Zones

UNITE HERE, Local 40

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\_\_\_\_\_

\_\_\_\_\_  
Jim Pearson,  
President/Administrator

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #3**

**between**

**ROYAL CANADIAN LEGIONS  
NEW WESTMINSTER AND PEACH ARCH ZONES**

**And**

**UNITE HERE, LOCAL 40**

**Re: Casual Employee Status**

It is hereby agreed by the Employer and the Union that all employees designated as “casual” under the provisions of the collective agreement will, effective the date of this Letter of Understanding, be designated as either regular or part-time, as the case may be, once the employee in question has established his or her availability with the Employer.

It is further agreed that any employee who did not retain seniority may, effective the date of this Letter of Understanding, exercise the option of holding seniority by their date of hire from the establishment where that employee has worked the majority of hours. These employees will be placed at the appropriate level on the applicable seniority list (which the Employer is required to post twice annually as per Article 8.07) and will accrue seniority as per Article 8.

SIGNED ON BEHALF OF:

Royal Canadian Legions  
New Westminister and Peace Arch Zones

UNITE HERE, Local 40

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Jim Pearson,  
President/Administrator

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Date