

# **COLLECTIVE AGREEMENT**

**between**

**HOSPITALITY INDUSTRIAL RELATIONS**

**on behalf of**

**A.R.M. MANAGEMENT LTD.**

**(Hereinafter referred to as the "Employer")**

**PARTY OF THE FIRST PART**

**and**

**UNITE HERE LOCAL 40**

**(Hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

**April 1, 2007 – March 31, 2011**



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**ARTICLE 1  
PURPOSE**

- 1.01 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.
- 1.02 Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 12 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

**ARTICLE 2  
DURATION OF AGREEMENT**

**2.01 DURATION**

- (a) This Agreement shall be for the period from and including April 1, 2007 to and including March 31, 2011. 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.

**2.02 LABOUR RELATIONS CODE – EXCLUSION**

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

## **ARTICLE 3 RECOGNITION**

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

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

### **3.02 RECOGNITION OF LEGAL PICKET LINES**

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes 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.

### **3.03 SHOP STEWARDS**

- (a) The Union shall have the right to install and maintain a Shop Steward on the premises of the Employer. Shop Stewards to be appointed by the employees of the Employer, provided that such Shop Stewards shall be, during their term of office, as such, an employee of the Employer.
- (b) The Employer will provide the Union with a list of the persons in management with whom the Union Stewards should deal.

3.04 No person whose regular job is not in the bargaining unit will work on any job for which rates are established by the Agreement, except for the purpose of instructions, 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.

## **ARTICLE 4 HOURS OF WORK**

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

- (a) Thirty-five (35) hours in any one (1) week;
- (b) Five (5) days in any one (1) week;
- (c) Seven (7) hours in any one (1) day;

provided in the case of emergency when employees may be employed longer, provided one and one-half (1½) times for the first three (3) hours are paid and double the regular rate of pay thereafter.

- 4.02 Any extra employee shall be one who is temporarily hired to perform work in addition to the steady shifts already established by the Employer. Such an employee may work a minimum four (4) hour shift.
- 4.03 Employees working a seven (7) 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.
- 4.04 Wherever possible, 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. Where the Employer claims it is impossible to grant these rest periods, the Employer shall give the Union, in writing, the reasons and if the Employer and the Union cannot agree, the matter shall go to arbitration as set out in the grievance procedure.
- 4.05 Employees shall be in their respective assigned working location, ready to commence work at their designated starting times or prior, and they shall not cease their work or leave their working locations at times or in a manner inconsistent with the terms of this Agreement.

## **ARTICLE 5 MANAGEMENT OF EMPLOYEES**

- 5.01 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 provisions of this Agreement
- 5.02 **UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS**
  - (a) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this agreement is being enforced. The Employer is entitled to require an individual to substantiate that person is an authorized representative of the Union.
  - (b) When access is required for purposes of such investigation, the Union representative will notify the Employer in advance.
  - (c) Access will not be unreasonably denied by the Employer.
  - (d) The investigation must not result in any disruption with the Employer's operations

or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

## **ARTICLE 6 UNION SECURITY**

- 6.01 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 and new employees shall be required to become members of the Union within thirty (30) days after the date of his or her employment, provided, he or she is eligible under the International Constitution. For the purpose of this Agreement, the term good standing is defined to refer only, and be limited to, the payment of union members' dues and initiation fees.
- 6.02 The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears upon receipt of an authorization signed by an employee. Such authorization shall be signed and completed on commencement of employment. The monies so deducted are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, a list of those who have terminated, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month in which the monies were deducted.
- 6.03 The Union agrees to supply the Employer with Application Forms and Authorization of Deduction forms.

## **ARTICLE 7 SENIORITY**

### **7.01 SENIORITY DEFINED**

For the purpose of this Agreement "seniority" shall be defined as a full time regular employee's right to a job based upon the employee's total length of continuous service with the Employer.

- (a) The parties agree that only those employees who derive their primary source of income from the employment with the Employer and who work a regular scheduled work week for a period of three (3) consecutive months with the Employer and who continues to be available for a regular scheduled work week are entitled to claim the right and benefits arising out of seniority.
- (b) When layoffs occur, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration and where such qualifications are considered equal by the Employer seniority will prevail.
- (c) In the event of a recall employees shall be returned to service in the order of their seniority.



- (d) An employee who has been laid off and wishes to be recalled must insure that the Employer has a current phone number and address. Failure on the part of the employee to report for duty within seventy-two (72) hours from the time of notification by direct contact or registered mail shall be considered to have resigned without notice.
- (e) The Employer agrees to post a seniority list covering all employees showing commencement date. The Employer shall post such list on or before the 1st day of September in each and every year.
- (f) Employees who restrict their hours of employment shall not be considered eligible for seniority so long as such restriction continues.

**7.02 LEAVE OF ABSENCE – EMPLOYEE ELECTED TO UNION OFFICE**

The Employer shall grant leave of absence without pay to employees who are appointed or elected to a Union office for a period up to and including three (3) years. The employee who obtains this leave shall return to his employment within thirty (30) calendar days after the completion of his employment as directed by the Union.

**7.03 LEAVE OF ABSENCE – UNION CONVENTIONS AND EDUCATIONAL PROGRAMS**

The Employer, upon at least seven (7) days written notice from the Union, shall grant leave of absence without pay to employees who:

- (a) are elected as delegates to attend Union Conventions.
- (b) are elected to serve as a member of a negotiating committee.
- (c) who will be attending a bona fide Shop Steward education program. This leave will be restricted to one (1) employee at any one (1) time for a period of up to five (5) working days.

**7.04 LEAVE OF ABSENCE – NO ACCRUAL OF SENIORITY AFTER THREE MONTHS**

No employee shall have the right to claim seniority if she or he has been on a leave of absence in excess of three (3) months except as provided in 7.02 and 7.03.

**ARTICLE 8  
WAGE SCALE AND JOB CLASSIFICATION**

- 8.01 The minimum wage rates provided in the attached appendix shall cover job descriptions and classifications of labour within the jurisdiction of Local #40 and shall remain in effect throughout the specified or extended term of this Agreement.

- 8.02 The wage scale outlined in the attached appendix 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 wage reduced.
- 8.03 When an employee is laid off or his services are terminated they shall be paid within forty-eight (48) hours exclusive of Sundays or holidays. They shall be given reason for layoff or dismissal in writing on request.
- 8.04 The Employer shall pay wages as set out in Appendix "A" attached hereto. Each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions. Wages shall be paid every second Thursday of each and every month.
- 8.05 **ENTRY LEVEL WAGE RATES**
- (a) For the first six (6) calendar months of employment an employee shall receive seventy-five percent (75%) of the contractual hourly wage rate for the classification of Clerk One.
  - (b) After six (6) calendar months from the date of hire, the rate will be increased to eighty-seven and one-half percent (87.5%).
  - (c) After one (1) calendar year from date of hire, the rate will be the classified rate.

**ARTICLE 9  
STATUTORY HOLIDAYS**

- 9.01 For all work performed on all statutory holidays, the Employer shall compensate all employees covered by the Collective Agreement at the rate of double time for their regular shift.
- 9.02 The following days shall be paid statutory holidays as they pertain to this Collective Agreement:

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

After one (1) year continuous service, the Floating Holiday will be taken, each calendar year, at a time mutually agreeable to the employee and the Employer payable at straight time for each hour the employee would normally have worked.

- 9.03 In any week where a statutory holiday defined in this Agreement shall occur, employees covered by the Agreement are all entitled to five (5) days' pay for the performance of four (4) days of work. Where any employee works five (5) days in such a week they would

then, therefore, be entitled to six (6) days' pay. Where a statutory holiday occurs, the normally scheduled work week must prevail.

- 9.04 When two (2) statutory holidays fall in an employees regularly scheduled five (5) day work week, the employee shall be entitled to five (5) days' pay for three (3) days of work, four (4) days work shall entitle employees to six (6) days' pay and five (5) days work shall entitled employees to seven (7) days' pay.
- 9.05 Any employee will forfeit statutory holiday pay by refusing to work on the last scheduled shift prior to the holiday and the first scheduled shift after the holiday.

## **ARTICLE 10 ANNUAL VACATION**

- 10.01 (a) Employees with less than one year's service will receive holiday with pay in accordance with the Employment Standards Act.
- (b) All spare help will receive their holiday pay at conclusion of shift.
- 10.02 An Employee having one (1) year of consecutive service with A.R.M. Management Ltd. shall receive two (2) 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 date thereof. Employees having three (3) years or more of service with A.R.M. Management Ltd. shall receive three (3) weeks vacation with pay, computed on the basis of six percent (6%) of his or her gross earnings for the preceding year. Employees having seven (7) years or more of service with A.R.M. Management Ltd. 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 seventeen (17) years or more of service with A.R.M. Management Ltd. shall receive five (5) weeks' vacation with pay calculated on the basis of ten percent (10%) of his or her gross earnings for the preceding year.
- 10.03 Should any statutory holiday occur during an employee's vacation period an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period.
- 10.04 Employees shall have preference in respect to annual vacations, with their department and classification, according to the seniority list and the taking of same shall be mutually agreed upon by the Employer and the employee on or before the 1st day of April in each and every year.
- 10.05 Applications for annual vacation filed by March 31st of each year the holiday is to be taken, shall be given preference insofar as it is practical to do so in order of seniority. A maximum of two (2) people may be away at any one time with a maximum of two (2) weeks vacation taken at any one time. Applications received after March 31st must be in writing and will be given preference on a first come first serve basis.

**ARTICLE 11**  
**GENERAL**

- 11.01 It is agreed that job classifications and wage rates not specifically set out in Article 8 (attached Appendix) of this Agreement shall be included in the schedule by mutual consent of both parties to this Agreement. If unable to agree either party may invoke the grievance procedure as defined in this Agreement.
- 11.02 (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.
- (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.
- 11.03 There shall be placed in a conspicuous place a work schedule specifying the names and classifications of each employee, days off of each employee and the starting and finishing time of each employee and the Employer shall keep said schedule up to date.
- 11.04 All employees are entitled to thirty (30) hours' notice of any change in their respective work schedule.
- 11.05 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 a physician or the Workers' Compensation board, the said employee shall be reinstated to their former position.
- 11.06 It is mutually agreed that the Employer will post working house rules and file copy of it with the Union Office, before enforcing same.
- 11.07 **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.

11.08 The Employer agrees that all regular full time employees will be entitled to three (3) days off without loss of pay for compassionate leave. Death in the immediate family to be defined as: Mother, Father, Son, Daughter, Step-Parents, Step-Children, Sister, Brother, Spouse, Mother-in-law or Father-in-law, Grandparents and Common-law Spouse.

11.09 (a) All employees who have completed one (1) or more years of continuous service with the same Employer upon retirement or layoff shall be entitled to severance pay. Severance pay shall consist of eight (8) hours pay at the employee current hourly rate for each full year of employment from January 1, 1973 to March 31, 1983 and fifteen (15) hours pay for each year of continuous service after April 1, 1983.

(b) Employees who qualify under 11.09 (a) must be employed and work a minimum of 1560 hours per year. Employees working less hours will receive pro rata severance pay for the year based on the actual hours worked as a percentage of 1560 hours, e.g. a person working 780 hours will receive fifty percent (50%) of the severance pay.

11.10 (a) Wherever possible, the Employer will provide the Union with six (6) months notice of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel, or in changes of job classifications.

(b) Employees becoming redundant due to new equipment or procedures shall be eligible for retraining to equip them for the operation of such new equipment and procedure (procedure to pertain to such new equipment), or to qualify for new positions. If such training is in house training, then such retraining will be provided by the Employer without loss of pay to the affected employees.

(c) Computer skills upgrade of each employee encouraged on employee's own time at Employer's expense. The Employer agrees to reimburse the cost of tuition and text books to employees who take advantage of any educational course/courses on the following conditions:

1. Prior approval by management of intended course to be taken.
2. Evidence of successful course completion be provided.

#### 11.11 **MATERNITY LEAVE**

All employees will be afforded all benefits of Maternity Leave in accordance with Employment Standards Legislation of the Province of British Columbia in effect November 1, 1985 or any amendment to.

#### 11.12 **PROBATIONARY PERIOD**

The probationary period for newly hired employees shall be ninety (90) days.

**ARTICLE 12  
GRIEVANCE PROCEDURE**

**12.01 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.

**12.02 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.

**12.03 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.

**12.04 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.

**12.05 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 12.13;
- 2) a single Arbitrator;
- 3) full arbitration;
- 4) use the Fast Track Med/Arb Process in Article 12.14.

#### **12.06 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.

#### **12.07 TIME LIMITS**

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

#### **12.08 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.

#### **12.09 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.

#### **12.10 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.

- (b) 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.

#### **12.11 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.

#### **12.12 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.

#### **12.13 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 according to the terms of the Labour Relations Code of British Columbia.

(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 #5 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.

## 12.14 **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 12 of the Collective Agreement.

- 1) The process can only be used by mutual agreement between the parties who are

signatory to this Collective Agreement. (i.e. H.I.R. - Local 40).

- 2) The outcome will be binding on the parties.
- 3) The cost will be borne in accordance with the Labour Relations Code of British Columbia.
- 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. H.I.R. will use employees of their Industrial Relations Division.
- 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) The offices of Hospitality Industrial Relations and of Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 will be used for the process on an alternating basis starting with the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 offices.
- 13) 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.

### **ARTICLE 13 HEALTH CARE PLAN**

- 13.01 (a) The Employer agrees to cover all full time regular employees under the Non-Aligned Health Care Plan and the Employer shall contribute the total cost of such Plan. This shall include vision care benefits.
- (b) The Employer hourly contribution will be one dollar and forty cents (\$1.47).
- (c) An additional amount of five thousand dollars (\$5,000.00) will supplement the death benefit of ten thousand dollars (\$10,000.00). The Dependent Life Insurance for a spouse is five thousand dollars (\$5,000.00) and for a child, twenty-five hundred dollars (\$2,500.00).
- (d) Employees shall be eligible for weekly indemnity following one and one-half (1½) days of sickness. Maximum benefit period increased to 52 weeks from 45 weeks.
- (e) To be eligible for this clause, employees must have completed three (3) months or more employment.

13.02 Employees must be employed at least one (1) year before Plan eligibility.

(a) Dental Care:

Annual maximum benefit of \$1,950 per member to family maximum of \$2,500.

(b) Orthodontia:

For claims that are in progress at April 1, 1998 and for claims after April 1, 1998, the benefit will be \$1,500 lifetime maximum payment, fifty percent (50%) deductible; applicable to persons eighteen (18) years of age or younger.

**ARTICLE 14  
PENSION PLAN**

14.01 Effective April 1, 2004, the Employer shall pay forty cents (40¢) per hour for each hour of employment performed by an employee covered by this Agreement, to be paid by the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 Camp, Culinary and Non-Aligned Employees' Pension Plan. The amount of eighty-five cents (85¢) has been decreased to forty cents (40¢) with the forty-five cent (45¢) differential being applied to the Health Care Plan hourly contribution (Article 13.01 (b)). The amount will be added to enhance the Health Care Plan and will not reduce the employee pension benefit currently in place as of March 31, 2004.

**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:**

**HOSPITALITY INDUSTRIAL RELATIONS**

**UNITE HERE LOCAL 40**

\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

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

\_\_\_\_\_  
Ron Schmidt  
Director

\_\_\_\_\_  
Art Monahan, Jr.

President, A.R.M. Management Ltd.

**LETTER OF UNDERSTANDING #1**  
**between**  
**HOSPITALITY INDUSTRIAL RELATIONS**  
**and**  
**UNITE HERE LOCAL 40**

**PARKING**

The parties hereto agree that Article 11.07 (General) will not include free parking when the A.R.M. Management moves their offices to an area where paid parking is in force.

**HOSPITALITY INDUSTRIAL RELATIONS      UNITE HERE LOCAL 40**

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Ron Schmidt  
Director

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Jim Pearson  
President/Administrator

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Art Monahan, Jr.  
President, A.R.M. Management Ltd.

**LETTER OF UNDERSTANDING #2**

**between**

**HOSPITALITY INDUSTRIAL RELATIONS**

**and**

**UNITE HERE LOCAL 40**

**MANDATORY RETIREMENT**

Effective October 1, 1996, the Company will implement a mandatory retirement policy at age sixty-five (65).

Commencing October 1, 1996, an employee's employment with the Company will be terminated effective on such employee's sixty-fifth (65<sup>th</sup>) birthday.

**HOSPITALITY INDUSTRIAL RELATIONS**

**UNITE HERE LOCAL 40**

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Ron Schmidt  
Director

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Jim Pearson  
President/Administrator

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Art Monahan, Jr.  
President, A.R.M. Management Ltd.





**LETTER OF UNDERSTANDING #3**

**between**

**HOSPITALITY INDUSTRIAL RELATIONS**

**and**

**UNITE HERE LOCAL 40**

**COMPUTER VIRUSES – PC COMPUTER SYSTEM**

The other day, I spoke to you concerning the dangers of computer viruses and the damage they could cause to computer memory and hard drive storage of the Health Care and Pension Plan information with which we are entrusted.

A computer virus or viruses is/are introduced to computer systems with the use of “infected” computer disks or through modem communication contact from outside the office via the telephone.

Our modem communication is protected with an elaborate security procedure and, thus, we are confident a virus(es) will not be introduced to our computer system through that means.

The more urgent area of concern is a person or persons innocently or deliberately loading on to our system, a disk brought from home that may be “infected”.

The most effective method to eliminate contamination by non-A.R.M. Management Ltd. computer disks of our computer system, is to prohibit their use. Consequently, effective immediately, no individual should bring to this office, any computer software or hardware that could be attached to or used with our computer system.

Clearly we cannot risk the loss of, or damage to, our vast database and that of our Health Care and Pension Plan clients.

The staff is urgently requested to observe the detail outlined above. Any contravention of this stipulation could have serious consequences and, therefore, will be dealt with in the appropriate manner.

(Signed)  
A.R. Monahan, Jr.  
President

**Letter of Understanding #3 – Computer Viruses – PC Computer System (cont'd.)**

**HOSPITALITY INDUSTRIAL RELATIONS**

**UNITE HERE LOCAL 40**

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Ron Schmidt  
Director

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Jim Pearson  
President/Administrator

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Art Monahan, Jr.  
President, A.R.M. Management Ltd.

**LETTER OF UNDERSTANDING #4**

**between**

**HOSPITALITY INDUSTRIAL RELATIONS**

**and**

**UNITE HERE LOCAL 40**

**HOURS OF WORK**

It is understood and agreed that for the purposes of Article 4.01(c), a shift may be inclusive or exclusive of the lunch period.

While there is no intention to increase or decrease the number of hours being worked at the time of negotiation of the current Collective Agreement, future business volumes may necessitate that the seven (7) hour shift be exclusive of the lunch break.

**HOSPITALITY INDUSTRIAL RELATIONS**

**UNITE HERE LOCAL 40**

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Ron Schmidt  
Director

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Jim Pearson  
President/Administrator

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Art Monahan, Jr.  
President, A.R.M. Management Ltd.

**LETTER OF UNDERSTANDING #5**

**between**

**HOSPITALITY INDUSTRIAL RELATIONS**

**and**

**UNITE HERE LOCAL 40**

**ARBITRATORS/INVESTIGATORS**

It is understood and agreed that the persons acting under Article 12 as Arbitrators or Investigators shall be drawn from the following list:

K. Albertini  
R. Blasina  
P. Devine  
J. Dorsey  
J. Korbin  
S. Lanyon  
V. Ready  
J. McEwen

or such others as may be agreed by the parties and added to the list from time to time.

**HOSPITALITY INDUSTRIAL RELATIONS**

**UNITE HERE LOCAL 40**

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Ron Schmidt  
Director

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Jim Pearson  
President/Administrator

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Art Monahan, Jr.  
President, A.R.M. Management Ltd.

## APPENDIX "A"

<b>WAGE RATES</b>				
	<b>April 1, 2007</b>	<b>April 1, 2008</b>	<b>April 1, 2009</b>	<b>April 1, 2010</b>
<b>Clerk 1</b> (After twelve (12) months of employment)	\$20.35	\$20.96	\$21.59	\$22.24
<b>Clerk 2</b> (After twenty-four (24) months of employment)	\$21.90	\$22.56	\$23.24	\$23.94
<b>Clerk 3</b> (After thirty-six (36) months of employment)	\$22.98	\$23.67	\$24.38	\$25.11

\*\*A five hundred dollar (\$500.00) signing bonus for each staff member will be paid upon ratification of this Memorandum of Agreement.

