

SOURCE	Union		
EFF.	97	10	01
TERM.	99	09	30
No. OF EMPLOYEES	250		
NOMBRE D'EMPLOYÉS	JF		

## COLLECTIVE AGREEMENT

between

### HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

4853 East Hastings Street  
Burnaby, B.C.

(Affiliated with the Hotel Employees & Restaurant Employees International Union, A.F. of L., C.I.O. & C.L.C.)

(Hereinafter referred to as the "Union")

### PARTY OF THE FIRST PART

and

### CARA OPERATIONS LTD.

Vancouver International Airport  
Richmond, B.C.

(Hereinafter referred to as the "Employer")

### PARTY OF THE SECOND PART

12367(01)

## TABLE OF CONTENTS

### ARTICLE

1	Introduction
1.01	Purpose
2	Duration & Integrity of Agreement
2.01	Duration
2.02	Labour Relations Code - Section 50 (2) and (3) Excluded
2.03	Work Interruption Prohibited
2.04	Contracted Services
3	Union Recognition
3.01	Recognition of Exclusive Bargaining Agent
3.02	Performance of Bargaining Unit Work
3.03	Recognition of Legal Picket Lines
3.04	Harassment and Discrimination
3.05	Union Buttons
3.06	Union Investigation of the Standing of Employees Conditions
4	Union Security
4.01	Membership
4.02	New Membership
4.03	Check-off and Assignment of Wages
4.04	Check-off <b>Process</b> and Procedures
4.05	An Employee's Failure to Maintain Membership in Good Standing
4.06	Union Office
5	Union Stewards
5.01	Shop Stewards
5.02	<b>Shop</b> Chairperson
5.03	Management & Union Joint Consultation Meeting
6	Management Rights
6.01	Management Rights
7	Hiring Process & Probationary Period
7.01	Hiring Process
7.02	Probationary Period
8	Division Job Postings
9	Hours of Work
9.01	Normal Straight Time Hours of Work
9.02	Split Shifts
9.03	Shift Hours
9.04	Maximizing the Length of Shifts
9.05	Assignment of Shifts by Seniority
9.06	Days Off
9.07	Payment of Overtime
9.08	Unpaid Meal Breaks
9.09	Rest Periods

9.10	Payment in Lieu of Breaks
9.11	Employer's Responsibility: Work Start Time
9.12	Work Schedules
9.13	Change in Work Schedules
9.14	Shift Trades
9.15	Notice of Termination
10	Seniority
10.01	Seniority Entitlement Defined
10.02	Eligibility for Seniority Entitlement
10.03	(a) <u>Accrual of Seniority</u>
	(b) <u>Loss of Seniority</u>
	(c) Seniority Retained but not Accrued
10.04	Seniority Lists
10.05	Procedure for Attainment of Regular Seniority Status for Part-Time Employees
10.06	Seniority Credit Formula
11	Promotions, Transfers, Layoff & Recall
11.01	Promotions
11.02	Transfers
11.03	Demotions & Seniority
11.04	Layoff & Recall Procedure
11.05	Change of Work Force - Gender
12	Administration
12.01	Wage Rates
12.02	Wage Rate Conditions
12.03	Premium Rates
12.04	Combined Classifications
12.05	New Classifications & Wage Rates
12.06	Payment of Wages Upon Termination, Layoff or Resignation
12.07	Election Days
13	Statutory Holidays
13.01	Statutory Holidays
13.02	Statutory Holiday Falling on Day Off
13.03	Payment for Statutory Holidays
13.04	Eligibility for Statutory Holiday Pay
13.05	Loss of Statutory Holiday Pay for Failure to Report
13.06	Normal Schedule
13.07	Statutory Holiday During Employees Vacation
14	Annual Vacation
14.01	Employees with Less than One Year of Service
14.02	Annual Vacation
14.03	Vacation Scheduling Preference by Seniority
14.04	Vacation Scheduling
15	Health & Welfare/Pension & Monthly Assessment Account
15.01	Employer's Contributions for Health & Welfare Plan and Pension Plan
15.02	Specific Allocation of the Contributions
15.03	Basket Provision
15.04	Pension Plan
15.05	Pension Deed of Trust

<b>15.06</b>	Monthly Assessment Account
<b>15.07</b>	Employer Statement
<b>15.08</b>	Failure to Remit
<b>15.09</b>	Investigation of the Employer's Payroll Records
<b>15.10</b>	Contribution - Re: Holidays
<b>16</b>	Leaves of Absence
<b>16.01</b>	Leave of Absence - Employee Elected to Union Office
<b>16.02</b>	Leave of Absence - Union Conventions and Education Programs
<b>16.03</b>	Leave to Appear as Witness
<b>16.04</b>	Bereavement Leave
<b>16.05</b>	Maternity & Parental Leave
<b>16.06</b>	Jury & Witness Duty
<b>16.07</b>	Employees Returning to Work After Illness or Injury
<b>16.08</b>	Sick Leave
<b>16.09</b>	General Limitations on Leaves of Absence
<b>17</b>	Miscellaneous Employee Entitlements
<b>17.01</b>	Cash Draws
<b>17.02</b>	Meal Entitlement
<b>17.03</b>	Employee Attendance at Staff Meetings
<b>17.04</b>	No Individual Contracts or Agreements
<b>17.05</b>	Personal Effects
<b>17.06</b>	Compensation for Employees Re: Enforcement of House Rules for Patrons
<b>17.07</b>	Limitation on Employees' Entitlement
<b>17.08</b>	Severance Pay
<b>17.09</b>	Health & Safety
<b>18</b>	Policies and Procedures
<b>18.01</b>	House Rules Governing Conduct of Employees
<b>18.02</b>	Control of Absenteeism
<b>18.03</b>	Authority re: Cheques, Credit Cards and Credit Accounts
<b>18.04</b>	Uniforms
<b>18.05</b>	Unconventional Mode of Dress
<b>19</b>	Liquor Control & Regulation
<b>19.01</b>	Licensing/Sales
<b>19.02</b>	Employee Serving Liquor
<b>20</b>	Wage Rates
<b>20.01</b>	Wage Rates - Appendix "A"
<b>20.02</b>	Wage Rates - Appendix "B"
<b>21</b>	Grievance Procedure
<b>21.01</b>	Definition and Recognition of a Grievance
<b>21.02</b>	Informal Step
<b>21.03</b>	Step One
<b>21.04</b>	Step Two
<b>21.05</b>	Step Three
<b>21.06</b>	Union/Employer Policy or General Grievance
<b>21.07</b>	Time Limits
<b>21.08</b>	Persons Authorized to Deal with Grievances
<b>21.09</b>	Board of Arbitration or Single Arbitrator
<b>21.10</b>	Arbitration Hearing & Award

21.	Authority of the Arbitration Board
21.12	Cost Sharing
21.13	Optional Grievance Procedure
21.14	Fast Track Med/Arb Process
22	Definitions
22.01	Objective Interpretation
22.02	Time Span
22.03	Specific Definitions
22.04	Bank Rolling
22.05	Mixerologist
22.06	Departments
22.07	Bumping Rights- Retail Stores
23	Past Agreements
23.01	Past Agreements
23.02	Bartender/Past Security Seniority

Letter of Understanding#1  
Letter of Understanding#2  
Letter of Understanding#3  
Letter of Understanding#4  
Letter of Understanding#5

## 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.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 21 of this Agreement, to prevent strikes, lockouts, waste, unnecessary expenses and avoidable delays in carrying out the most efficient and effective operations of the Employer's business and to enhance living standards and working conditions of the employees.

## ARTICLE 2 DURATION & INTEGRITY OF AGREEMENT

### 2.01 Duration

- (a) This Agreement shall be for the period from and including October 1, 1997 to and including September 30, 1999 and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the first day of October in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or conditions of employment) until:
  - (i) the Union goes on strike, or
  - (ii) the Employer shall lock out its employees, or
  - (iii) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement.
- (b) During the continuation period provided in (a) 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.
- (c) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered, a delivery receipt must be obtained.

### 2.02 Labour Relations Code - Section 50 (2) & (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) In the event the Company engages in contracting out work normally performed by members of the bargaining unit, such contracted out work shall not be performed by the contractor on the Company premises.
- (b) The Employer undertakes, wherever possible and practical, to use services, products and other materials necessary for the proper functioning of the business, which are manufactured, provided or produced under fair labour conditions.
- (c) Any employees displaced as a result of the Company engaging in contracting out shall have the right to exercise their house seniority within their division for the purpose of bumping into another classification (subject to Article 2.04(d)).
- (d) An employee who bumps into another classification shall be afforded a training period of thirty (30) calendar days or a longer period if management deems such time as appropriate at the completion of this time the employee must demonstrate that they can satisfy the requirement of the work performance criteria for the job to the satisfaction of the existing lease agreement between the Y.V.R.A.A. and the Air Terminal Restaurant Division, Retail Stores and International Terminal Division.

## ARTICLE 3 UNION RECOGNITION

### 3.01 Recognition of Exclusive Bargaining Agent

- (a) The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the Certification issued by the Industrial Relations Council of British Columbia, subject to exclusions subsequently ordered by the Labour Relations Board or recognized by the parties. The Employer agrees not to bargain with any other labour organizations for such employees specified in this Agreement during the term of this Agreement.
- (b) For the purpose of this Agreement, the term "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 Performance of Bargaining Unit Work

- (a) 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 purpose of instruction, experimentation, or management training, in which case trainees shall not displace or replace any employee in the aforesaid classification except in cases of emergency when regular employees are not available.

### 3.03 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.

### 3.04 Harassment and Discrimination

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination,
- (b) "Harassment" means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee's work performance or creating a hostile or offensive work environment.

"Sexual Harassment" includes any of the conduct described above which is of a sexual nature or which is directed at an employee on the basis of that employee's gender.

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

- (c) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 21 of this Agreement.
- (d) If an employee files a grievance pursuant to 3.04(c), the Employer shall carry out forthwith an independent investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.
- (e) Any information arising from an investigation undertaken pursuant to 3.04(d) shall remain confidential but shall be provided to the Union upon written request.
- (9) In the event that a grievance filed pursuant to 3.04(c) involves allegations against management personnel, the Employer shall ensure that there is no contact between the management employee and the grievor.
- (g) The Employer shall post conspicuously in the workplace a policy regarding harassment and discrimination.

### 3.05 Union Buttons

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



### **3.02 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 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 4 UNION SECURITY**

### **4.01 Membership**

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.

### **4.02 New Membership**

- (a) 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.
- (b) All employees as a condition of employment shall sign a Union membership application card before commencing work.
- (c) All new employees must become members of the Union before completing the thirty (30) calendar days of employment and they must maintain Union membership in good standing as a condition of continued employment.
- (d) For new employees, the deduction of Union dues will commence with the first pay period after the date of employment, and initiation fees will commence with the first pay period after thirty (30) calendar days of employment.
- (e) The Employer agrees to notify the Union of all new employees in writing including their addresses and telephone numbers. Such lists shall be provided to the Union no later than the 15th of each calendar month.

### **4.03 Check-Off and 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 necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, union dues, fines, assessments and arrears, as required by Article 4.04.

#### 4.04 Check-Off Process & 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) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All membership applications and 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.
- (d) 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.
- (e) 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.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit as per (c) of this Article.
- (g) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

#### 4.05 An Employee's Failure to Maintain Membership in Good Standing

Upon notice in writing from the Union to the Employer that an employee:

- (a) is not a member of the Union;
- (b) has not signed a written assignment of wages to pay initiation fees;
- (c) has revoked their written assignment of wages to pay initiation fees, union dues or union assessments;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (g) has resigned from the Union;

the Employer shall immediately discontinue the employment of such employee.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands, and liabilities that may arise for the purposes of complying with the provisions of this clause.

#### **4.06 Union Office**

The Company agrees to provide a suitable public access office to the Union, at no cost to the Union, at the Vancouver International Airport.

The purpose of said office shall be for the Union to provide services to its membership employed at Vancouver International Airport.

### **ARTICLE 5 UNION STEWARDS**

#### **5.01 Shop Stewards**

- (a) The Union ~~is~~ entitled to appoint or elect from among the employees a reasonable number of Union Stewards, who are employed and represent employees in the bargaining unit. The duties of the Union Stewards shall be to assist in the reporting and resolution of all grievances within their departments.
- (b) The Employer agrees to recognize a duly appointed or elected Union 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.
- (c) The Union Steward's first obligation is the fulfilment of his/her responsibilities as an employee. During his/her working hours, the Union Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (d) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission **will** not be unreasonably withheld.
- (e) The necessary time which is spent by Union 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.
- (9) Under no circumstances shall a Union Steward take any action ~~or~~ issue any instruction which will interfere with the operations or affairs of the Employer, or with the management or direction of the work force.
- (g) The Union Steward shall not **be** discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.
- (h) The Employer agrees that Union Steward letters and official communications from the Union to its members shall be **posted** on the staff bulletin boards in all departments which are certified.

## **5.02 Shop Chairperson**

- (a) Where there are three or more Shop Stewards in any Division they may elect from their ranks a person who will be the Shop Chairperson.
- (b) The **Shop** Chairperson will be recognized by the Employer as the official spokesperson on behalf of the Union.
- (c) The Shop Chairperson will be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

## **5.03 Management & Union 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 if held during the employee's normal working hours. The Employer is not obligated to compensate employees should such meetings be held outside of their normal working hours.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Shop Chairperson and the Branch Manager and/or their designate agree 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 6 MANAGEMENT RIGHTS**

### **6.01 Management Rights**

Without in any way restricting the generality of the foregoing, the Union acknowledges that subject to the terms of this agreement, it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, transfer or promote employees within the bargaining unit;
- (c) discharge, demote or discipline employees for just cause.

The Union acknowledges that it is the exclusive function of the Employer to manage the enterprise in which it is engaged.

## **ARTICLE 7 HIRING PROCESS & PROBATIONARY PERIOD**

### **7.01 Hiring Process**

When a vacancy occurs for any present or new classification covered by this Agreement, a notice of the vacancy shall be posted in all areas for a period of seven (7) days. Employees

may apply in writing to fill the vacancy and employees selected by the Employer will be given a trial period in accordance with Article 11 to try out the vacancy. The Employer, before hiring additional staff within a classification will provide available hours to present employees who have made themselves available, according to seniority.

- (a) Where the Union desires to institute a dispatch hall in any zone covered by a wage appendix in **this** Collective Agreement, it will **so** advise the Employer. The following will then apply:
- (b) The Union will each month provide the Employer with an "available members list," including classifications of members who are on lay-off and who are registered with the Union. When a member registers the member will fill out a "profile sheet" which includes the member's employment related information, such as the member's qualifications and prior work experience.
- (c) Along with the available members list, the Union will send out copies of the profile sheets for the members whose names appear on the list.
- (d) When the Employer intends to hire to fill a vacancy or a newly created position, the Employer will first consider those members whose names appear on the current available members list.
- (e) Notwithstanding (d) 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.
- (9) When the Employer hires a member whose name appears on the list, the Employer will immediately notify the Union office **so** that the member's name can be struck from the list.

## **7.02 Probationary Period**

Each new regular and casual employee will be considered on probation and will not be placed on a seniority list until he/she has completed forty-five (45) calendar days of employment. During this period of probation the Employer undertakes to evaluate the employee and should such employee be unsuitable he/she may be dismissed at the sole discretion of the Employer.

## **ARTICLE 8 DIVISION JOB POSTINGS**

The parties agree to apply the job posting procedure for movement from one division to another as follows:

Vacant positions in any Division shall be posted in that Division with the following conditions applying:

1. Employees who desire to transfer to another Division must make their desire known to the new Division in writing.
2. The Company shall maintain a record of all such requests and will consider all applicants before hiring from outside. The selection shall be made at the sole discretion of the Company which shall be exercised in a fair manner.

3. An employee may work in one division only during any given period of employment.
4. Seniority earned in one division shall not be used to move from one division to another.
5. Unsuccessful applicants may request in writing from the Company as to the reasons for their decision as to why they were not hired.

## **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.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at double time the hourly rate.
- (c) This does not mean that the Employer guarantees to provide work for any number of hours per day or per week except as otherwise provided for in this Agreement.

### **9.02 Split Shifts**

- (a) There will be no split shifts except for Dining Room and Lounge. Such employees shall not be required to work more than *two* **(2)** split shifts per week.
- (b) 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 three **(3)** hours,
  - (iv) all split shifts must be worked within a twelve **(12)** hour period.
- (c) A break exceeding one **(1)** hour shall constitute a split shift and the Employer is obligated to pay a split shift premium.
- (d) The premium shall be one **(1)** hours straight time pay in addition to the hours worked.

### **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, 6** or **8** hours may be assigned, subject to the provisions of Article 9.05.

#### 9.04 Maximizing the Length of Shifts

The Employer is obligated whenever practical to maximize all hours available to employees within their classification before utilizing employees from another classification.

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 eight (8), six (6) and four (4) hours as the only recognized shifts. All eight (8) hour shifts will be scheduled before six (6) hours shifts are scheduled with a similar progression downward to four (4) hour shifts.

#### 9.05 Assignment of Shifts by Seniority

- (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 employee within his/her department and classification shall have the right to bid and receive hours of work up to and including forty (40) hours per week determined by seniority of the employee.
- (c) Any regular employee shall be entitled, in descending order of seniority, to be excused from working his/her weekly scheduled shifts in any specific week, providing that there is an employee within the same department and classification available to work the shift(s) in question at normal straight-time rates.
- (d) Where an employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee.
- (e) In the exercise of its rights to schedule shifts in a manner which is consistent with the best interests of its operation, the Employer will maintain the practice of making every reasonable effort to apply the principles of seniority to the assignment of a.m., p.m. and midnight shifts.
- (9) The Employer will make every reasonable effort to apply the principles of seniority to the assignment of shifts which are equal in length.
- (g) In the exercise of the rights referred to in paragraphs (d) and (e), the Employer will not treat any employee in an unfair and discriminatory manner, nor in a manner which constitutes a disciplinary measure against any employee.

#### 9.06 Days Off

- (a) All employees shall be entitled to two (2) consecutive days off in each seven (7) days.
- (b) Notwithstanding (a) above, employees may split their days off in order to maximize their hours of work.

- (c) Employees who work in a Lounge or Pub Department shall receive two (2) days off, but the days off need not be consecutive.

#### **9.07 Payment of Overtime**

- (a) All time worked by an employee in excess of eight (8) hours per day shall be paid at the rate of double the regular hourly rate.
- (b) All work performed by an employee on their sixth (6th) or seventh (7th) consecutive day of employment shall be paid at the rate of double the regular hourly rate.

#### **9.08 Unpaid Meal Breaks**

All employees working shifts of six (6) to eight (8) hours are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall not be less than one-half ( ½ ) hour or more than one (1) hour on the employee's own time.

#### **9.09 Rest Periods**

- (a) Employees shall be granted two (2) rest periods of fifteen (15) minutes each which shall, as far as it is practicable, be allocated at the mid-point of each half shift during normal hours of work.
- (b) Employees working two (2) hours or more overtime should be granted an extra rest period of fifteen (15) minutes between the eighth and ninth hour of work.

#### **9.10 Payment in Lieu of Breaks**

Employees who by design of shift cannot get a rest period and/or meal breaks shall be paid five and one-half (5½ ) hours worked - six (6) hours pay; six (6) hours worked - six and one-half (6½ ) hours pay; seven and one-half (7½ ) hours worked - eight (8) hours pay; eight (8) hours worked - eight and one-half (8½ ) hours pay. There shall be no bankrolling of the purported violations of this clause by any employee.

#### **9.11 Employee's Responsibility: Work Start Time**

Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.

#### **9.12 Work Schedules**

- (a) The Employer shall post work schedules in advance in a conspicuous place specifying the names and classifications, starting and finishing times and days off of each employee. Except in the event of circumstances beyond the control of the Employer, an employee shall be given at least forty-eight (48) hours prior notice of any change in the work schedule.
- (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) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (d) If requested, the Employer will provide the Shop Chairperson with access to a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.
- (e) Employees shall adhere to the schedules unless there has been a mutual agreement between the Employer and the employee concerned to deviate from the schedule. The Company shall keep said schedule up to date.

### **9.13 Change in Work Schedules**

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight **(48)** hours notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight **(48)** hours, but not less than twenty-four **(24)** hours, when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (e) In situations where an employee has not been provided with notice of a change in their work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or four **(4)** hours pay.
- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 16.07 will receive notice required in Article 9.13 (b) and (c).
- (g) The parties agree that no overtime penalty will be imposed on the Employer should a service employee's off days be required to be changed for sound business reasons.

In such cases, and prior to changing the schedule, the Employer will provide the employee with the opportunity to choose one of the following **two (2)** options:

- (i) a reduction of actual hours the employee works for the week in which the schedule change occurs; or
- (ii) split off days within the week in which the change occurs.

This provision of the Collective Agreement is not intended to erode the benefits contained within Article 9.06(a) of the Collective Agreement. This provision is intended to provide scheduling flexibility when business needs change.

#### 9.14 Shift Trades

Employees who have completed their probationary period may on their own accord, for their own personal convenience, exchange shifts with other qualified employees in their classification by submitting their request to management in writing forty-eight hours **(48)** prior to the commencement of the said shift and subject to the employees having the skill and ability to perform the work. The Company reserves the right to approve or disapprove the request and such approval will not be unreasonably withheld subject to (a) and (b) below:

- a) No employee may shift change into overtime, change of status, i.e., full-time, part-time, premium pay, etc.;
- b) The parties recognize that shift changes may result in junior employees achieving more hours than a more senior employee in the same classification. In recognition of this possibility, the Union agrees that should this situation occur, such occurrences will not be the subject matter of a grievance.

#### 9.15 Notice of Termination

Notice of termination provisions contained in Part 8 of the Employment Standards Act shall apply to this Collective Agreement.

### ARTICLE 10 SENIORITY

#### 10.01 Seniority Entitlement Defined

- (a) **Seniority:** For the purpose of this Agreement, "seniority" shall be defined as an employee's total length of continuous service identified in hours worked within the employee's classification within a particular department in the Employer's operation.
- (b) **Department:** For the purpose of this Agreement, the term "department" shall be understood to mean those departments identified within this Agreement.
- (c) **Seniority:** Is used to determine the order of layoff and recall within a classification within a particular department.
- (d) Where an employee is regularly scheduled in different classifications and/or departments the employee's seniority will accrue in the department and classification where most hours are worked. It is understood that hours which are worked in a department different from that in which the seniority of the employee is held shall not be accrued toward the seniority of the employee except for purposes of Article 14.
- (e) In the event that an employee is regularly scheduled to work an equal amount of hours in *two* **(2)** different classifications, the employee can elect which classification they will accrue seniority. Once the choice is made it cannot be altered.
- (9) Annual vacation entitlement will be determined by the employee's total years of

service and the employee shall be granted holidays according to that established seniority.

- (g) While the Employer has no obligation to offer extra work to any person outside the classification, should it be decided to offer such work to persons inside rather than outside the division, the principles of seniority first within the department and then within the division will apply, provided such senior person possesses the necessary skill and ability to perform the full measure of the work required.

#### 10.02 Eligibility for Seniority Entitlement

- (a) For the purpose of this Agreement "seniority" shall only apply to an employee who has completed their probationary period.
- (b) In any case where more than one employee commenced working within a department or classification on the same date, the determination as to the order in which such employees shall be assigned to the new seniority list, shall be made by a lottery draw. A Shop Steward will be present at the time of the draw.
- (c) Upon successful completion of the probationary period, a part-time employee will be credited with total hours worked during the probation period. Regular employees will be credited from date of their commencement of employment.
- (d) Regular Employees: An employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis, who has qualified by completing 240 hours of work within a period of three (3) consecutive months and who is available to work at any time of any of the seven (7) days in any week without any restrictions.
- (e) Each newly designated regular employee shall have his/her seniority defined as follows:
  - (i) for departmental purposes, by reference to the date when he/she entered his/her current department;
  - (ii) for classification purposes, by reference to the date when he/she entered his/her current classification;
  - (iii) for all other purposes, by reference to the date when he/she commenced his/her employment.
- (9) Part-Time Employees: An employee who works regularly scheduled shifts as assigned by the Employer on a continuous basis, but who may not be available at various times during any of the seven (7) days in any week.

Each part-time employee shall have his/her seniority defined by referenced to all of the hours accrued by him/her up to and including May 1, 1993.

- (g) Seniority Rights for Part-Time Employees: All part-time employees shall be entitled to exercise their seniority rights in the descending order of the number of hours which they have accrued.
- (h) The Employer, before hiring additional staff within a classification, will provide available hours to present employees who have made themselves available, according to seniority.

**10.03 (a) Accrual of Seniority**

Seniority shall be accrued on the basis of date of employment. When determining date of employment, the following shall apply:

- (i) any paid time off shall be accrued as time worked;
- (ii) time off as the 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 & 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 16.01 shall be counted as time worked;
- (iv) time spent on an approved educational course or negotiating committee shall be counted as time worked;
- (v) non-occupational illness or injury for a period of up to six (6) months;
- (vi) Maternity and Paternal Leave in accordance with prevailing Employment Standards legislation.

**(b) Loss of Seniority**

An Employee shall lose all seniority rights where that employee:

- (i) voluntarily terminates their employment;
- (ii) is discharged and not reinstated through the grievance procedure or arbitration procedure;
- (iii) is absent from **work** for three (3) consecutive working days without a valid reason;
- (iv) is laid *off* for more than six (6) months;
- (v) fails to report for work when a notice of recall has been sent by the Employer in accordance with 11.04 (e);
- (vi) uses a leave of absence for other than that for which it was granted.

**(c) Seniority Retained but not Accrued**

- (i) during any absence not referred to in (a) above for which the Employer does not pay the employee directly;
- (ii) time spent on an approved educational course or negotiating committee shall be counted as time worked.

**10.04 Seniority Lists**

- (a) The Employer agrees to post a departmental seniority list in January and June of each year. The Seniority Lists shall contain the following information:
  - (i) Employee's name;
  - (ii) Employee's start date and service date;
  - (iii) Employee's classification;
  - (iv) The value of the part-time employees seniority credits computed in hours worked according to the formula agreed upon by the parties pursuant to Article 10.06;
  - (v) Separate lists shall be posted for regular and part-time.
- (b) 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.

- (c) At the time of posting a copy of the seniority list shall be given to the Union and the Union Stewards.
- (d) New employees will be added to the departmental seniority list following completion of their probation period.

#### **10.05 Procedure for Attainment of Regular Seniority Status for Pa&-Time Employees**

- (a) Each employee shall be advised by the Employer not later than the end of the month immediately following the end of the first three (3) month period in which he/she worked at least 240 hours, that he/she has qualified to be a regular employee, and shall be required to elect in writing not later than the month immediately following the receipt of the Employer's advice, either to retain his/her part-time employee status or to be granted regular employee status.
- (b) In the event he/she elects to be granted regular employee status, his/her name shall be added to the regular employee seniority list for his/her department and classification immediately following the granting of regular status.
- (c) In the event the employee declines the opportunity to be granted regular employee status or fails to make his/her selection within the prescribed time, he/she shall retain his/her part-time employee status until such time as he/she re-qualifies for regular status.
- (d) Any part-time employee shall be entitled to apply for and attain regular status on any subsequent occasion when he/she has worked a minimum of 240 hours within the three (3) consecutive months immediately preceding the month in which he/she makes application. It is understood that the Employer has no obligation to advise such employee that he/she has qualified for regular status.
- (e)
  - i) The Employer shall post for each department a provisional list of all those employees who enjoyed employee status as of contract ratification. Such list shall include each employee's name, his/her current classification, and the date when he/she commenced his/her employment.
  - ii) Each employee whose name appears on the Employer's provisional list, and any other employee whose name should have been included in such list, shall be required to indicate, in writing on a form to be submitted to him by the Employer, whether or not he wishes to be included on the final list of regular employees (Employee Availability Declaration).
  - iii) The Employer shall post for each department a final list of all those employees who were regular employees as of December 31, 1992, and who by April 1, 1993, had elected to be designated as a regular employee within the new system. Such list shall include all of the information contained on the provisional list, and shall also include the record of any permissible restrictions which such employees might have selected.

## 10.06 Seniority Credit Formula

### (a) Conversion of Hours Worked to Calendar Start Dates

In the case of an employee who qualifies as a regular employee after May 1, 1993, and who elects to be designated as a regular employee, the total number of hours accrued by him/her in his/her current department and classification as a probationary employee and part-time employee, shall be converted into a calendar date or dates by:

- (i) dividing the total number of hours by 8 so as to produce the equivalent number of working days;
- (ii) round the result to the nearest whole number;
- (iii) multiplying the resulting whole number by the factor of 1.4 to produce the number of equivalent calendar days;
- (iv) rounding such product to the nearest whole number; and
- (v) subtracting such number of calendar days from the last day of the third of the three consecutive months referred to in paragraph 5.

### (b) Example of the Conversion Formula

An employee who was the first hired on March 17, 1986, worked intermittently thereafter. The employee then opted for regular employee status. He/she had worked a total of 2,158 hours up to the end of November 1989, in the same department and classification. The conversion formula works as follows:

- (i)  $2158/8 = 269 \frac{6}{8}$  working days;
- (ii)  $269 \frac{6}{8} = 270$ ;
- (iii)  $270 \times 1.4 = 378$  calendar days;
- (iv) no rounding necessary;
- (v) November 30, 1989 - 378 calendar days = November 17, 1988.

- (c) In the case of a regular employee who elects to become a part-time employee, they shall have their seniority calculated by converting their years of service as a regular employee x 2,080 hours.

## ARTICLE 11 PROMOTIONS, TRANSFER, LAY-OFF AND RECALL

### 11.01 Promotion

The Employer, when considering applicants for promotion will apply seniority provided however that the employee who claims the right to exercise his/her seniority for the purpose of such promotion possess the primary qualifications of character, integrity, attitude, efficiency and ability to satisfactorily perform the full measure of the work required.

## 11.02 Transfers

- (a) Any employee who is granted a promotion or transfer appointment by the Employer shall be on a trial period for up to thirty (30) calendar days for promotions and transfers. During this trial period the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job to the satisfaction of the Employer.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period or should he/she decide during the trial period that he/she does not want to continue in the job then the employee may be returned to his/her former job. In such cases, the employer shall have the right to require all employees who changed job positions in consequence of the promotion to move back into their job positions and wage rates which they occupied prior to the promotion.

## 11.03 Demotions and Seniority

- (a) When a shortage of work occurs which necessitates a reduction in the work force the employee with the least classification seniority within the department affected shall be laid off. It is understood that:
  - (i) An employee who is laid off may be demoted to a lower classification provided that work is available.
  - (ii) An employee who is laid *off* may exercise his/her seniority within the division and displace an employee in a classification only provided he/she has worked in that classification immediately prior to his/her present classification.
  - (iii) An employee who is transferred to another job under the provisions of (i) or (ii) shall be paid the rate applicable to the job to which he/she is transferred.

## 11.04 Lay-off and Recall Procedure

- (a) When lay-off occurs within a department the employee with the least seniority within the particular classification shall be the first laid off.
- (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 lay-off the order of lay-off within the affected classification and department shall be as follows:

Probationary employees, then part-time employees, then regular employees.
- (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 purpose of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her 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, excluding Saturdays and Sundays, from the time of such notification shall be considered to have resigned without notice.
- (f) For the purpose of lay-off or recall, seniority will apply so long as the Employer in applying seniority is always able to maintain a working force of employees who have the ability to do the work required.
- (g) When recalling employees to work after a lay-off, they shall be recalled in inverse order to that in which they are laid off subject to the ability of the employees to do the work required.
- (h) The Employer agrees that whenever there is a reduction in the workforce which involves a lay-off of a period of one (1) week or more the employees affected by the lay-off will be given one (1) week's prior notice of the lay-off. It is understood that the requirement of giving prior notice to the employees shall not apply in the event that there is a lay-off which results from an act of God or a breakdown of operations or a strike or labour dispute.

#### **11.05 Change of Work Force - Gender**

All Articles and clauses referred to in this Agreement apply equally to both male and female employees.

### **ARTICLE 12 ADMINISTRATION**

#### **12.01 Wage Rates**

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

#### **12.02 Wage Rate Conditions**

- (a) The wage scale as outlined in Appendix A, B and C attached is based on a minimum and does not prevent the Employer from paying a higher rate if he so desires.
- (b) No employee at present receiving a higher wage than called for in this Agreement shall have their wage reduced.

#### **12.03 Premium Rates**

- (a) Any full time shift commencing between 7:00 p.m. and 3:00 a.m. shall constitute a night shift. All night shifts shall continue for a minimum of eight (8) hours or the equal pay thereto; the Employer shall pay an additional thirty cents (30¢) per hour.
- (b) Any lead hand will be paid thirty-five cents (35¢) per hour above the basic classification that he/she is employed at.
- (c) The Employer agrees to pay a premium of fifty-five cents (55¢) per hour for each



hour worked by employees who are required to work at the grill at Harvey's, or to cook chickens in the Swiss Chalet.

- (d) The Past Security ~~Fast/Bar~~ Cashier shall be paid the lead hand premium when serving liquor in accordance with Article 19.01(b).

#### 12.04 Combined Classifications

- (a) When an ~~employee works~~ less than twenty (20) hours in any one week in a higher classification than that in which he/she is regularly employed, he/she shall be paid by the hour for hours worked at the higher classification.
- (b) When an employee works more than twenty (20) hours in any one week in a higher classification than that in which he/she is regularly employed, he/she shall ~~be~~ be paid at the rate of the highest classification for ~~all~~ hours worked.

#### 12.05 New Classifications & Wage Rates

- It is agreed that **job** classifications and wage rates not specifically set out in the 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. It is incumbent on the Employer to notify the Union.

#### 12.06 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 the employee's resignation.
- (b) When an employee is laid ~~off~~ or the employee's services are terminated, the Employer shall pay all wages owing to the employee within **forty-eight (48)** hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off or the employee's ~~services~~ services are terminated, upon receipt of a written request from the employee, the Employer ~~will~~ will provide reasons for the layoff or termination.

#### 12.07 Election Days

- (a) Any employee required to take time off work to vote in a Federal or Provincial Election will not suffer any loss of wages on that day.
- (b) The normal method of scheduling will prevail on election days.

### ARTICLE 13 STATUTORY HOLIDAYS

#### 13.01 Statutory Holidays

- a) The following shall be considered **as** statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day

Victoria Day  
Canada Day  
B.C. Day  
One Floating Holiday

Remembrance Day  
Christmas 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. Should Heritage Day or any other day be proclaimed as mandatory during the term of the Agreement it shall be substituted for the floating holiday.

- b) Wherever possible, employees shall be entitled to either Christmas Day or New Year's Day off, according to seniority.

### **13.02 Statutory Holiday Falling on Day Off**

In the event that an employee's day **off** falls on a statutory holiday, the employee shall receive his/her normal days wages as calculated in **13.03**.

### **13.03 Payment for Statutory Holidays**

- a) All employees shall be paid at the rate of double time and one half (2-1/2) for all hours worked.
- b) In any one week where no work is performed on a Statutory Holiday defined in the Agreement, employees covered by the Agreement are all entitled to five (5) days prorated for the performance of four (4) days work. Where an employee works five (5) days in such a week, they would then, therefore, be entitled to six (6) days pay.
- c) In any week no work is performed on two (2) Statutory Holidays falling in an employee's regularly scheduled five (5) day work week, the employee shall be entitled to five (5) days pay prorated for three (3) days of work; four (4) days work shall entitle employees to six (6) days pay and five (5) days work shall entitle employees to seven (7) days pay.
- d) For purposes of determining holiday pay entitlement for employees who work irregular hours, the average daily hours in the preceding pay period shall be used.
- e) Where the employer requires an employee to work less than his/her normal schedule he/she shall receive straight time monies for those hours not worked in addition to applicable premium rate for hours worked on such Statutory Holidays.

### **13.04 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 the eligibility shifts or shift due to a bona fide sickness or injury or an authorized leave of absence, provided that the absence of the employee commences no earlier than in the week prior to the week in which the holiday occurred.

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

If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, he/she shall not receive any holiday pay.

**13.06 Normal Schedule**

In a week where a statutory holiday occurs, the normal method of scheduling will prevail.

**13.07 Statutory Holiday During Employees Vacation**

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

**ARTICLE 14  
ANNUAL VACATION**

**14.01 Employees with Less Than One Year of Service**

Employees whose employment is terminated before the completion of one (1) year of service will receive annual vacation pay in accordance with the provisions of applicable legislation.

**14.02 Annual Vacation**

- (a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Annual Vacation Pay</u>
1 year but less than 4 years	2 weeks	4%
4 years but less than 8 years	3 weeks	6%
8 years but less than 20 years	4 weeks	8%
20 years or more	5 weeks	10%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment subject to 10.03 of this Agreement.
- (c) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.
- (d) "Gross earning" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

**14.03** Vacation Scheduling Preference by Seniority

The scheduling of vacations shall be made in a manner which recognizes seniority.

- (a) Employees shall have preference according to seniority with respect to annual vacation within their departments and classifications provided they file applications by February 1 of each year for vacations to be taken during that year.
- (b) The Employer will respond to these applications, in writing, by March 1. Applications filed outside these guidelines must be answered in writing within two (2) weeks from receipt of application, with vacations being granted on a first come first serve basis. Applications for vacation time are to be in writing.

**14.04** Vacation Scheduling

Vacation schedules shall be posted by January 1st of each year and these schedules may be adjusted within thirty (30) calendar days after posting. However, there shall be no further adjustment of vacation schedules after this period of thirty (30) calendar days unless any adjustment is worked out to the mutual satisfaction of all parties concerned.

**ARTICLE 15**  
**HEALTH & WELFARE/PENSION & MONTHLY ASSESSMENT ACCOUNT**

**15.01** Employer's Contribution for Health & Welfare

- (a) Effective December 1, 1997 the total cost of fringe benefits will be one dollar and forty five cents (\$1.45) for each hour of employment performed by an employee covered by this Agreement.
- (b) Effective October 1, 1998 the total cost of fringe benefits will be one dollar and fifty cents (\$1.50) for each hour of employment performed by an employee covered by this Agreement.
- (c) 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 Employer.
- (d) The allocation in cents per hour will be one dollar and ten cents (\$1.10) per hour effective October 1, 1997 which includes dental plan coverage and optical coverage.

**15.02** Specific Allocation of the Contributions

Effective October 1, 1997 the Company agrees to contribute the sum of two cents, \$0.02 for each regular hour worked towards the establishment of an Employee Assistance Program.

**15.03** Basket Provision

Effective October 1, 1997 the Company agrees to make available a basket provision of up to three cents (\$0.03) per hour worked should it be required to maintain the current benefit levels. The Company shall be provided with financial data from the Trustees of the Plan to substantiate the required contribution increase.

#### 15.04 Pension Plan

- (a) The Employer agrees that all employees who qualify for benefits under the provisions of the Trust Agreement known as the Hotel, Restaurant & Culinary Employees & Bartenders Union, Local 40 Pension Plan, shall be covered by the Pension Fund as set out in the said Trust Agreement. The allocation in cents per hour shall be:

Effective December 1, 1997 - \$0.25 per hour.

Effective October 1, 1998 - \$0.30 per hour.

- (b) The Company agrees to contribute to the Health & Welfare Plan and the Pension Plan, the amount of monies stipulated within the terms of the Collective Agreement, while an employee is on an approved paid annual vacation up to 40 hours for each week of annual vacation. These monies are to be forwarded to the Health & Welfare and Pension Plans on the first contributing period when the employee commences their vacation.

#### 15.05 Pension Deed of Trust

It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust between the Union and the Non-Aligned Plan in regards to Health, Welfare and Pension, shall be binding on the signing parties. This shall at no time determine the hourly rates as defined within the Collective Agreement, Article 20.

#### 15.06 Monthly Assessment Account

- (a) The Employer agrees that monies shall be paid to the Monthly Assessment Account administered by the Union. The allocation in cents per hour will be eight cents (\$0.08), effective December 1, 1997.
- (b) It is agreed that no part of the Monthly Assessment Account shall be used for strike purposes.

#### 15.07 Employer Statement

- (a) The Employer agrees to forward all monies payable by him in respect of fringe benefits on or before the 10th day of the month following the actual performance of work and shall forward said contributions to the Administrator.
- (b) The Employer also agrees to remit the contributions together with a monthly statement setting out the names of the employees in respect of which said payments are made, together with the hours of work credits or amounts paid in respect of employees.

#### 15.08 Failure to Remit

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

### **15.09 Investigation of the Employer's Payroll Records**

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the Employer's timebook, to ensure that the proper contributions are being remitted pursuant to Article 15 of this Agreement.
- (b) In the event that the Union intends to investigate the Employer's timebook, the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

### **15.10 Contribution Re: Holidays**

The Employer shall pay the current required amount of cents per hour for the Health and Welfare coverage of employees off by reason of legal holidays as provided by this Collective Agreement. For those employees working less than full shifts the Employer may pay on a pro-rated basis.

## **ARTICLE 16 LEAVES OF ABSENCE**

### **16.01 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 position within the Union 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 an Officer 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.

### **16.02 Leave of Absence: Union Conventions & Educational Programs**

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to a reasonable number of people who may be elected as delegates to attend Union conventions or as members of a negotiating committee. 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 a reasonable number of people, 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 may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational 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.

#### 16.03 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 or hearing, to give evidence in any civil or criminal case respecting **Cara**, 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 16.03, a commission, court or hearing does not include a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union.
- (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 Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union, shall be compensated in accordance with the provisions of paragraph (a).
- (d) The regular shift schedule will be maintained during any period of witness duty as described in this Article. An employee will have an entitlement and an obligation to complete that schedule should witness attendance so allow, provided that **it will** not extend to the creation of more than an eight **(8)** hour work day (including time in court).

#### 16.04 Bereavement Leave

- (a) Employees who suffer a bereavement in their immediate family shall receive bereavement leave of absence without loss of pay for three (3) working days.
- (b) For the purpose of this Article, the immediate family shall include Mother, Father, Husband, Wife, Common-law Spouse, **Son**, Daughter, Brother, Sister, Mother-in-Law, Father-in-Law, Grandparents.
- (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.

#### 16.05 Maternity and Parental Leave

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

#### 16.06 Jury and Witness Duty

If an employee is required to attend a Court as a witness in a case involving the Employer or for the purpose of serving on a jury, the Employer will pay the employee an amount required to make up the difference between the **normal** earnings of the employee which he/she would have **received** under his/her normal schedule of work and any amount which he/she receives from the Court for jury duty or from any **party** for witness fees.

### **16.07** Employees Returning to Work After Illness or Injury

- (a) In cases where an employee is returning to work following an extended absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in their former position within forty-eight (48) hours, with all rights and conditions which the employee formerly enjoyed, according to the terms of the Agreement which is in effect at the time of the employee's 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 an absence where the Employer has hired a new employee into the classification to cover for the absent employee, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.
- (d) It is understood that the employee has an obligation to communicate with the Employer concerning the length of absence and the approximate date of the return to work.

### **16.08** Sick Leave

All full-time employees with two (2) years of service shall be entitled to the following benefits,

To be eligible for these benefits, the employee shall have worked an average of 30 hours per week based on the previous 24 week period.

- (i) Eligible employees will accrue ½ day per month sick leave, up to a maximum of 6 days.
- (ii) A report from a medical practitioner may be requested by the employer at the time of sickness, such cost to be borne by the employer.
- (iii) An employee will only be entitled to a maximum of six days sick pay per calendar year.
- (iv) Employees will be compensated at the rate of 90% of their regular base pay for the days absent, pursuant to the provisions of this article.
- (v) It is mutually agreed and understood that abuse or misrepresentation of a claim may be subject to discipline, up to and including termination.

All new employees hired, upon completion of 2 years of service, and upon qualifying for sick leave entitlement, shall be credited 3 sick days.

### **16.09** General Limitation on Leaves of Absence

Employees may at the discretion of the Employer be granted a leave of absence without loss of seniority, Permission to obtain a leave of absence must be requested in writing and the Employer must confirm the granting of a leave in writing. A copy of the confirmation shall be sent to the Union. The granting of a leave of absence will not be unreasonably withheld.



ARTICLE 17  
MISCELLANEOUS EMPLOYEE ENTITLEMENTS

**17.01 Cash Draws**

The Employer will continue its present practice of advancing a cash draw to employees who have not received their pay, payable within twenty-four **(24)** hours of the pay period or a cheque within forty-eight **(48)** hours at the request of the employee.

**17.02 Meal Entitlement**

For all employees except cocktail lounge, wholesome meals shall be supplied by the Employer with no deduction from the employees wages on the following basis:

- four **(4)** hours - one (1) meal
- six **(6)** hours - one (1) meal
- eight **(8)** hours - one (1) meal

Where a selection is provided, these selections shall be equal for all employees,

**17.03 Employee Attendance at Staff Meetings**

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

**17.04 No Individual Contracts or Agreements**

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

**17.05 Personal Effects**

The Employer agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets. The Employer cannot enter the locker without the presence of the employee, a shop steward or another member of the bargaining unit.

#### **17.06 Compensation for 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.

#### **17.07 Limitation on Employees' Entitlement**

Employees who are not actively employed are only entitled to continue to receive such rights, entitlements, benefits, as are specifically given to them by the express terms and conditions of this Agreement, or by applicable legislation.

#### **17.08 Severance Pay**

Any current employee who is permanently laid off, after 6 months, shall be paid a severance payment of one week for each year of service up to a maximum of 6 weeks.

#### **17.09 Health and Safety**

- (a) The parties hereto and the employees agree to cooperate to the fullest extent reasonably possible in the prevention of accidents and the promotion of Health and Safety of the employees of the Company and the Company shall make reasonable provisions for the Health and Safety of employees during the hours of their employment. It is hereby agreed and understood that it shall be the duty of the employees to make use of all protective devices and safety equipment made available by the Company.
- (b) The Company will make available protective hearing apparatus at no cost to the employees as required.

It shall be the employee's responsibility to wear such protective equipment on duty as required.

### **ARTICLE 18 POLICIES & PROCEDURES**

#### **18.01 House Rules Governing Conduct of Employees**

- (a) 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 or facsimile.
- (b) The Employer will provide bulletin board facilities for the convenience of the Union in posting notices of Union activity. All such notices must be signed by a representative of the Union before posting. A copy of the notice will be provided to the management before the posting of same.

#### **18.02 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.

- (i) the Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work;
- (ii) every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to 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;
- (iii) where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfilment of the employment relationship with the Employer, the Employer may terminate the services of the employee;
- (iv) 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 as identified in Article 15. 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.

#### **18.03 Authority Re: Cheques, Credit Cards and Credit Accounts**

When an employee is authorized by Management to cash cheques, he/she will not be held responsible for any losses provided he/she has followed Management's written instruction, but where an employee assumes the responsibility of cashing cheques without such authorization from Management, he/she will be held responsible.

#### **18.04 Uniforms**

When the Employer specifies that a specific type of uniform must be worn by the employees during working hours (except shoes, shirts and ties) then the uniform shall be supplied, maintained and laundered by the Employer.

#### **18.05 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 base at large required to wear the said uniform.

### **ARTICLE 19 LIQUOR CONTROL & REGULATION**

#### **19.01 Licensing/Sales**

- (a) The Company agrees that the time period permitted by the Liquor Licensing Board (one year effective October 23, 1990) the Company will determine the feasibility of providing

a limited liquor service with the Past Security Fast/Bar Cashier in the "Past Security" areas so licensed.

- (b) Should the sales of beer, liquor and wine exceed 50% of the total sales then the Company will assign hours to be filled by the Bartender classification during peak hours only. If at any time a full bar service is implemented within licensed facilities it shall be staffed by the Bartender classification.

**19.02 Employee Serving Liquor**

- (a) No employee who is involved in the serving of liquor shall knowingly sell or serve liquor in the Employer's premises to any person who is under the legal age. Where, after asking the person to produce suitable identification and proof of age, such an employee is in doubt as to the person's age, the employee may refuse service.
- (b) If the employee is directed by a person designated by the Employer to serve a person whose age is in doubt, the Employer shall accept and bear the full responsibility and shall pay any fines or penalties incurred by the employee as a consequence of such service.

**ARTICLE 20  
WAGE RATES**

**20.01 Wage Rates - Appendix "A"**

**APPENDIX "A" - WAGE RATES - CLASSIFICATIONS**

<u>October 1, 1997</u>	<u>Start</u>	<u>6 Months</u>	<u>12 months</u>
Sous Chef	\$10.02	\$10.53	\$11.66
First Cook	9.53	10.04	11.14 ✓
Second Cook	9.14	9.65	10.72
General Cook	8.68	9.19	10.23
Salad/Sandwich Cook	8.30	8.81	9.83
Pastry Cook	9.53	10.04	11.14
2nd Pastry Cook	8.16	8.69	9.69
Asst. Pastry Cook	8.16	8.69	9.69
Butcher	8.99	9.50	10.57
Head Dishwasher	8.01	8.52	9.54
Dishwasher	7.55	8.06	9.05
Cashier	7.86	8.37	9.38
Bus Person	<del>7.64</del> BR	8.15	<u>9.15</u> ✓
Store Keeper	<del>8.63</del>	9.14	<u>10.19</u>
Kitchen Porter	7.82	8.33	9.33
Fast Bar/Cashier	7.86	8.37	9.38
Past Security	7.86	8.37	9.38
<b><u>Lounge</u></b>			
1st Bartender	9.99	10.50	12.14
2nd Bartender	9.82	10.33	11.45
Porter	8.48	8.99	9.98
Server	7.83	8.34	9.35
Captain	7.25	7.76	8.73
Asst. Captain	7.61	8.12	9.1

**VIP Lounge**

1st Bartender	9.99	10.50	11.62
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**Dining Room**

Head Server	7.79	8.30	9.30
Asst. Head Server	7.67	8.18	9.18
Cashier	7.86	8.37	9.38
Hostess	8.37	8.88	9.92
Server	7.00	7.54	8.45
Bus Person	7.64	8.15	9.15
Roomette Attd.	7.79	8.30	9.30
Captain	9.65	10.16	11.27
Asst. Captain	8.65	9.15	10.35
Floor Supervisor	-----	-----	11.22

**Retail Stores Future**

Head Clerk	7.65	8.16	8.67
Sales Clerk	7.58	8.09	8.60
Helper	7.25	7.76	8.27
Van Driver	7.70	8.21	8.72

**APPENDIX "A" -WAGE RATES- CLASSIFICATIONS**

<b><u>October 1, 1998</u></b>	<b><u>Start</u></b>	<b><u>6 Months</u></b>	<b><u>12 months</u></b>
Sous Chef	\$10.17	\$10.69	\$11.83
First Cook	9.67	10.19	11.31 ✓
Second Cook	9.28	9.79	10.88
General Cook	8.81	9.33	10.38
Salad/Sandwich Cook	8.42	8.94	9.98
Pastry Cook	9.67	10.19	11.31
2nd Pastry Cook	8.28	8.82	9.84
Asst. Pastry Cook	8.28	8.82	9.84
Butcher	9.12	9.64	10.73
Head Dishwasher	8.13	8.65	9.68
Dishwasher	7.66	8.18	9.19
Cashier	7.98	8.50	9.52
Bus Person	BR 7.75	8.27	9.29 ✓
Store Keeper	8.76	9.28	10.34
Kitchen Porter	7.94	8.46	9.47
Fast Bar/Cashier	7.98	8.50	9.52
Past Security	7.98	8.50	9.52
<b><u>Lounge</u></b>			
1st Bartender	10.14	10.66	12.32
2nd Bartender	9.97	10.49	11.63

Porter	8.61	9.12	10.13
Server	7.95	8.47	9.49
Captain	7.36	7.88	8.86
Asst. Captain	7.72	8.24	9.25

**VIP Lounge**

1st Bartender	10.14	10.66	11.79
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**Dining Room**

Head Server	7.91	8.42	9.44
Asst. Head Server	7.79	8.30	9.32
Cashier	7.98	8.50	9.57
Hostess	8.50	9.01	10.07
Server	7.10	7.65	8.58
Bus Person	7.75	8.27	9.29
Roomette Attd.	7.91	8.42	9.44
Captain	9.79	10.31	11.44
Asst. Captain	8.78	9.29	10.35
Floor Supervisor	-----	-----	11.39

**Retail to Future**

Head Clerk	7.76	8.28	8.80
Sales Clerk	7.69	8.21	8.73
Helper	7.36	8.17	8.39
Van Driver	7.81	8.33	8.85

**20.02 Wage Rates - Appendix "B"**

APPENDIX "B" - WAGE RATES - CLASSIFICATIONS

	<u>Start</u>	<u>12 Months</u>	<u>October 1, 1998</u>
General Cook	8.36	8.86	8.99
Kitchen Helper/Porter	7.52	8.02	8.14
Dishwasher	7.40	7.90	8.02
Cashier	7.71	8.21	8.33
Server	7.25	7.50	7.61
Head Server	7.64	8.14	8.25
Bartender	8.00	8.50	8.63

Health and welfare contributions for new employees on Level #3 and/or any other newly tendered facilities shall be \$0.35 per hour for a period of eighteen (18) months from the date the company commences operation at the new facility.

It is further agreed that the hourly contribution will be made for employees on W.C.B. and/or any sick leave.

At the conclusion of the above time frame contributions shall be consistent with the terms of the Collective Agreement.

**ARTICLE 21**  
**GRIEVANCE PROCEDURE**

**21.01** 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.

**21.02** Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom 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 any Shop Steward.

**21.03** 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.

**21.04** 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.

**21.05** 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 21.13;
- 2) a single Arbitrator;

- 3) full arbitration;
- 4) use the Fast Track Med/Arb Process in Article 21.14.

#### **21.06 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.

#### **21.07 Time Limits**

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

#### **21.08 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.

#### **21.09 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.

#### **21.10 Arbitration Hearing and Award**

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.



## **21.11 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.

### **21.12 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.

### **21.13 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 fees and disbursements, of the Investigator or the Investigator's substitute. The remaining 1/3 will be paid by the Provincial government.

In the event the applicable legislation is amended and the Provincial government will no longer bear any costs of this procedure, the parties agree that each will bear the above-noted costs equally.

(d) Investigator Appointment 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.

(9) 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.

#### **21.14 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 21 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.
- 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. Cara will use employees of their Human Resources Department.

- 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
  - 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 #3.

## ARTICLE 22 DEFINITIONS

### 22.01 Objective Interpretations

Where a specific definition of a word, or a phrase, is not expressly provided for in this Agreement, such word, expression, term or phrase shall be interpreted objectively, not subjectively; and according to common and normal grammatical usage.

### 22.02 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 for in this Agreement.

### 22.03 Specific Definitions

The following specific definitions of words, expressions, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article:

**Probationary Employee:**

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

**Regular Employee:**

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

**Part-time:**

A regular employee who works regular scheduled shifts from time to time and restricts their hours and averages less than 240 hours in a 3 month period.

### 22.04 Bank Rolling

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

### 22.05 Mixerologist

- (a) The First Bartender's duties shall consist of mixing and serving drinks and any other duties consistent with bartending. He may be required to take stock and direct the working force within the confines of the cocktail area. He may not perform any janitorial duties other than the general cleanliness of the bar and utensils and

general tidiness of all stations while working without a waiter.

- (b) The Second Bartender's duties shall consist of mixing and serving drinks, preparing fruit and juices, keeping fridge stocked, providing there is no porter on duty, He shall not be required to take stock nor keep a daily meter reading sheet or perform any janitorial work other than the general cleanliness of the bar and utensils and general tidiness of all stations, while working without a waiter.
- (c) The Bar Porter's duties shall consist of preparing fruit and juices, keeping fridge stocked, washing glasses and general cleanliness of the bar. He may not perform duties normally performed by the bartender or waiter.
- (d) It is agreed that it shall not be the responsibility of the Night Bartender to handle any monies other than his personal float and daily sales.

## 22.06 Departments

For the purpose of this Agreement, the term "department" shall be understood to mean those departments identified within each Division.

- (a) For the purpose of the application of seniority as outlined in this Agreement, departments within each Division shall be defined as:

### Air Terminal Restaurant Division

- 1. Fast Food Department
- 2. Dining Room Department
- 3. Cocktail Department
- 4. Kitchen Department
- 5. Downstream Department/Second Cup
- 6. Harvey's Combo
- 7. Boston Pizza
- 8. Wok with Yan
- 9. Roasters/Second Cup
- 10. PJ1
- 11. Sea Island Market

### (b) I.T.B. Division

- 1. Elephant and Castle
- 2. Pacific Market/Oyster Bar
- 3. Past Security - Stateside Deli/Rainforest/Peaks/Noodle Bar

- (c) For the purpose of the application of seniority as outlined within this Agreement, departments within this Division shall be defined as:

### Retail Stores Division

- 1. Quality Gift Shop Department
- 2. Newsstand and Drugs, toys, Sundry
- 3. Souvenir Department

(d) The following provisions shall apply to the Retail Stores. It is agreed between the parties that employees who commence employment following the date of union ratification shall be remunerated on the following basis:

0 to 6 months	-	75% of applicable job rate
6 to 9 months	-	90% of applicable job rate
9 to 12 months	-	95% of applicable job rate
12 months and over	-	the job rate

A new employee shall be defined as an employee who has not worked for Cara Operation Limited, at any time within a nine month period proceeding this application for employment. It is understood and agreed that no employee shall suffer any **loss** of hours predicted solely for the reason of employing an employee on the entry rate outlined above.

(e) **Classifications and Wage Rates**

<u>Effective</u>	<u>Oct 1/92</u>	<u>Oct 9/93</u>	<u>May 9/94</u>
Head Clerk	11.18	11.38	11.53
Sales Clerk/Cash.	11.11	11.31	11.46
Helper	10.79	10.99	11.14
Van Driver	11.39	11.59	11.74

**22.07 Bumping Rights for Retail Stores**

The Company agrees that employees may bump downwards in accordance within classification seniority within their department in order to maximize their hours of work. Employees who do bump downwards shall be paid the applicable **job** rate.

The only recognized shifts are:

- four (4) hours
- six (6) hours
- eight (8) hours

Lead hands working in Retail Stores shall receive a shift premium of \$0.30 per hour **all** work performed between 7:00 p.m. and closing.

**ARTICLE 23  
PAST AGREEMENTS**

**23.01 Past Agreements**

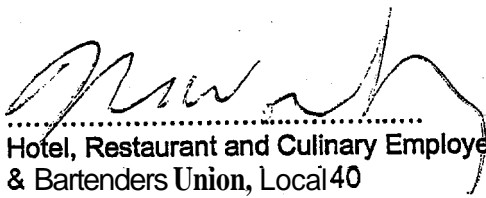
The parties agree that this Agreement constitutes the entire Agreement between them and that any and all previous Agreements or practices, Supplementary Agreements, Letters of Intent, Understanding, etc. whenever made and whether or not reduced to writing, are hereby cancelled and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions, employee benefits and wages are limited exclusively to those specifically stated in this Agreement,

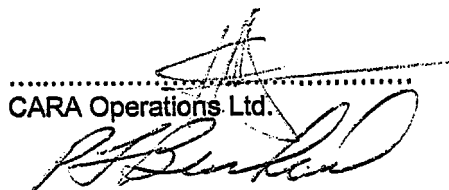
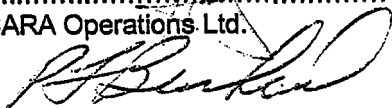
• **Bartender/Past Security Seniority**

Employees currently designated by their classification as either "Bartender" or "Past Security" shall be placed on a seniority list effective October 1, 1992.

- 1) All present employees working in the past "Past Security" classification will be red-circled and may not be displaced as a result of the combined seniority list.
- 2) Should a position become available in "Past Security", Bartenders may bid on the position in accordance with their seniority as Bartenders and at the same time would not lose their seniority as Bartenders but would receive the appropriate wage scale designated for the position available.
- 3) Conversely, should a position for Bartender become available, "Past Security" employees who are red-circled may bid for the position.

Dated this 11 day of June, 1998

  
.....  
Hotel, Restaurant and Culinary Employees  
& Bartenders Union, Local 40

  
.....  
CARA Operations Ltd.  


LETTER OF UNDERSTANDING #1

Between

CARA OPERATIONS

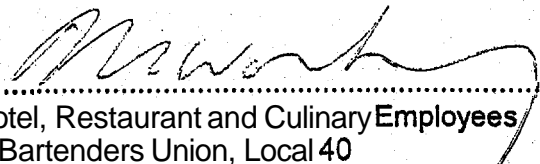
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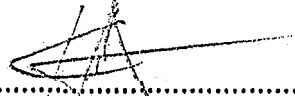
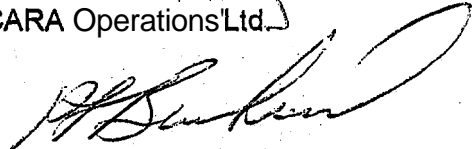
HOTEL, RESTAURANT & CULINARY EMPLOYEES  
& BARTENDERS UNION, LOCAL 40

It is agreed between the parties that employees employed within the Retail Stores Division at Vancouver International Airport will be entitled to receive a 25% discount on the purchase of goods except for cigarettes, magazines, etc. from the Retail Stores Division on a minimum purchase of \$10.00 (ten dollars).

All other Cara employees will be entitled to a 20% discount with the same limitations as specified above.

Dated this 11 day of June 1993

  
.....  
Hotel, Restaurant and Culinary Employees  
& Bartenders Union, Local 40

  
.....  
CARA Operations Ltd.  




LETTER OF UNDERSTANDING #2

Between

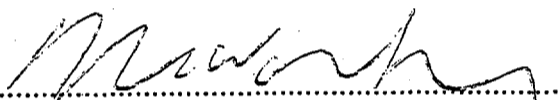
CARA OPERATIONS

and

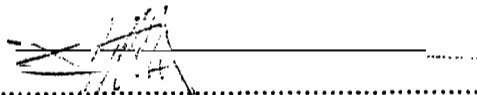
HOTEL, RESTAURANT & CULINARY EMPLOYEES  
& BARTENDERS UNION, LOCAL 40

Whereas the wage schedule under A.T.R. references retail stores "future" it is agreed that the schedule only becomes effective with the closure of the current retail facilities and/or the securing of new facilities.

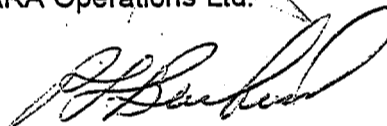
Dated this 11.....day of June.....1998



Hotel, Restaurant and Culinary Employees  
& Bartenders Union, Local 40



CARA Operations Ltd.



LETTER OF UNDERSTANDING #3

Between

CARA OPERATIONS

and

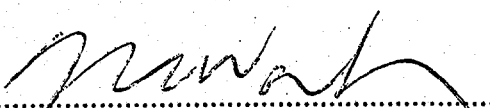
HOTEL, RESTAURANT & CULINARY EMPLOYEES  
& BARTENDERS UNION, LOCAL 40

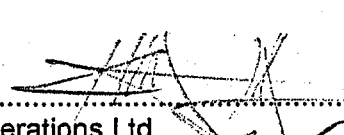
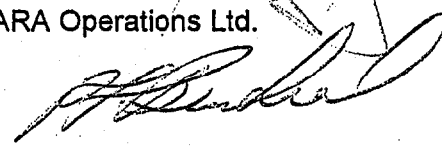
It is understood that the persons acting under Article 21 as Investigators shall be drawn from the following list:

K. Albertini	N. Glass
W. Moore	J. Korbin
V. Ready	
P. Devine	

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

Dated this 11 day of June 1998

  
.....  
Hotel, Restaurant and Culinary Employees  
& Bartenders Union, Local 40

  
.....  
CARA Operations Ltd.  


## LETTER OF UNDERSTANDING #4

Between

CARA OPERATIONS

and

HOTEL, RESTAURANT & CULINARY EMPLOYEES  
& BARTENDERS UNION, LOCAL 40

In recognition of the restructuring of the Domestic Terminal Building currently taking place, and changes that may take place in the future, the parties agree to the following amendments to the existing language of the Collective Agreement. It is further understood that these amendments are applicable only to the A.T.R. Domestic and are not intended to amend or change any provisions of the existing Collective Agreement.

1) Recall Rights

All employees shall have recall rights extended to twelve (12) months from the date of lay-off.

2) All employees upon notice of lay-off shall be offered:

- a) Severance Pay
- b) Recall Rights for a twelve (12) month period.

Any employee who wishes to retain recall rights shall be required to keep the employer apprised of his/her current address.

When employment opportunities arise the employer will send by registered mail an invitation for employees to apply for said positions.

Employees shall have ten (10) days to respond to the employer in writing to such invitation.

3) It is understood that recalled employees shall be required to successfully complete brand specific training as provided by the company and/or other brand specifications as determined by the specific brand.

If a recalled employee is unable to successfully complete training he/she may opt to receive his/her severance pay or return to the recall list.

At no time will recall rights extend beyond the twelve (12) month period following the initial layoff.

4) The Union acknowledges that any employee recalled within the terms of this letter shall receive the rates of pay as identified in the "Memorandum of Agreement". (See Wage Rates Classifications - Appendix "B".)

Any classification not identified shall be established by mutual agreement of the parties prior to implementation.

The Company agrees that any employee recalled under the terms of this agreement are entitled to Health & Welfare benefits and Pension Benefits as identified in the Collective Agreement. The employer agrees to make the appropriate contributions to effect same.

5) Health and Welfare contributions for newly hired personnel shall be defined in the Memorandum of Agreement. (See Wage Rates Classifications- Appendix "B".)

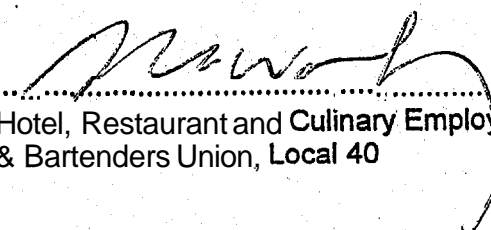
6) Severance Pay

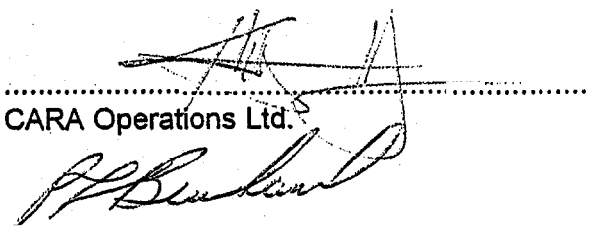
Severance shall be calculated as follows:

- (a) 1 week's pay for each year of service to a maximum of twelve (12) weeks pay.
- (b) All employees who are currently laid off or will be laid off in January, 1998 shall have severance pay calculated (averaging the hours) using the period October 1, 1996 to September 30, 1997.
- (c) All other employees who may suffer a lay off during the term of this Collective Agreement shall have severance pay calculated using the twelve (12) month period immediately preceding the lay off.

Any time off on a W.C.B. claim, illness or injury to which a weekly indemnity claim has been accepted and paid sick days up to the maximum allowed under the Collective Agreement shall be considered time worked for the purpose of calculating severance pay entitlement.

Dated this 11<sup>th</sup> day of June 1997

  
.....  
Hotel, Restaurant and Culinary Employees  
& Bartenders Union, Local 40

  
.....  
CARA Operations Ltd.

LETTER OF UNDERSTANDING #5

Between

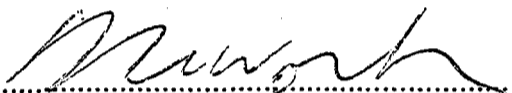
CARA OPERATIONS

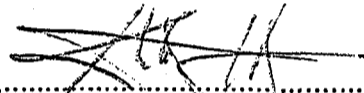
and

HOTEL, RESTAURANT & CULINARY EMPLOYEES  
& BARTENDERS UNION, LOCAL 40

It is agreed between the parties that following ratification they will meet and discuss the implementation of 5 and 7 hour **shifts**.

Dated this 12 day of June 1997

  
.....  
Hotel, Restaurant and Culinary Employees  
& Bartenders Union, Local 40

  
.....  
CARA Operations Ltd.  
