

# **COLLECTIVE AGREEMENT**

**between the**

**UNITE HERE LOCAL 40**

**and the**



**BC UNION WORKERS' UNION**

**Effective from September 1, 2021 to August 31, 2024**

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**ARTICLE 1 - INTRODUCTION**

**1.1 Purpose**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between UNITE HERE Local 40 and BCUWU, to provide machinery for the prompt disposition of grievances, to establish working conditions and salaries for support staff and Union Representatives/Organizers and Campaigners who are subject to the provisions of the Agreement, and to establish harmonious relations between the parties.

**1.2 Definitions**

- (a) All articles and clauses shall apply equally to all members of BCUWU except where otherwise expressly stated.
- (b) All articles and clauses with reference to Union Representatives shall also apply equally to Union Representatives, Organizers and Campaigners.

**ARTICLE 2 - DURATION OF AGREEMENT**

**2.1 Duration**

This Agreement shall be for the period from and including September 1, 2021 through August 31, 2024. Thereafter, the Agreement shall continue in full force and effect until the conclusion of a subsequent collective agreement as provided for in the *Labour Relations Code* of British Columbia.

**2.2 Sections 50(2) and (3) of the *Labour Relations Code***

The parties agree to exclude the operation of Sections 50(2) and (3) of the *Labour Relations Code*.

**ARTICLE 3 - UNION RECOGNITION**

**3.1 Union Recognition and Bargaining Unit**

UNITE HERE Local 40 recognizes British Columbia Union Workers' Union (BCUWU) as the exclusive bargaining agent for the Lead Organizer, Trainer/Organizing, Union Representative/Organizer, Campaigner, Secretary, Trainer/Administration, and Dues Administration staff which are employed by Local 40 in the Province of British Columbia.

**3.2 Union Security**

Membership in BCUWU shall be a condition of employment for those working in the jurisdiction of BCUWU.

**3.3 No Discrimination**

No discrimination shall be shown a union member who is active in the affairs of BCUWU or the labour movement.

**3.4 Remittance of Dues**

The Employer shall collect dues on behalf of BCUWU members and remit those dues to the Union in the amount established by the BCUWU.

**3.5 Membership in UNITE HERE Local 40**

All employees shall be required to be members of UNITE HERE Local 40.

**ARTICLE 4 - UNION SECURITY**

**4.1 Check Off of Dues**

All employees in the BCUWU certification, as a condition of employment, shall sign an authorization of check off before commencing work.

**4.2 Member in Good Standing**

A BCUWU member must maintain membership in good standing as provided under the certification between Local 40 and BCUWU.

Upon notice in writing from BCUWU to Local 40 that an employee:

- (a) is not a member of BCUWU;
- (b) has revoked their written assignment of wages to pay BCUWU dues or assessments;
- (c) is suspended from BCUWU;
- (d) has been expelled from BCUWU;
- (e) has resigned from BCUWU;

Local 40 shall immediately discontinue the employment of such employee.

BCUWU shall indemnify Local 40 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.

**ARTICLE 5 - HIRING PROCESS AND PROBATIONARY PERIOD**

**5.1 Job Postings, Probation and Contracting Out**

- (a) All vacancies in BCUWU Support Staff classifications shall be posted internally for a minimum of seven days. Internal applicants will have priority for hiring into any position posted provided they are capable of doing the job with reasonable training;

Where two or more applicants have the same qualifications, the senior employee shall be hired.

Vacancies shall not be posted externally until or unless there is no qualified internal applicant.

All vacancies in BCUWU Union Representative/Organizer and Campaigner classifications shall be posted internally for a minimum of seven days prior to being advertised externally.

- (b) *Local 40 Member Trainees*

Local 40 members may be utilized, as part of their training as UNITE HERE leaders, to perform bargaining unit work.

- (c) *Temporary Union Representatives/Temporary Organizers/Temporary Campaigners*

BCUWU members in the Support Staff classifications may apply for vacant temporary Union Representative/Organizer/Temporary Campaigners positions and shall be considered on an equal basis.

(d) *Probation*

Probationary employees are hired by Local 40 with all rights and conditions and rates of pay covered under this collective agreement.

All staff will be considered as probationary employees for a period of one calendar year. Upon completion of this period, they shall be included on the seniority list as of their original date of hire as a probationary employee.

(e) *Project People-Non-Bargaining Unit Work for Union Representatives/Organizers/Campaigners*

For jobs other than bargaining unit work Local 40 has the right to hire project people for specific jobs for a specific time period up to six months and need not be consecutive. These people have no rights under the collective agreement. Extensions may be requested by Local 40 and will not be unreasonably denied by BCUWU.

(f) *Contracting Out - Support Staff*

(1) The Employer shall not use any Executive, Union Representatives or Local 40 members to do any extra work within the jurisdiction of BCUWU while there is a member on lay-off or while the staff complement has not been refilled following the departure of a regular employee.

(2) Notwithstanding the above, the Vice-President, Secretary Treasurer and Directors shall perform any and all duties required on behalf of the membership.

**5.2 UNITE HERE Staff**

In order to protect, strengthen and grow the Union in British Columbia. Local 40 may utilize visiting UNITE HERE staff and/or rank and file leaders to perform bargaining unit work.

**ARTICLE 6 - HOURS OF WORK**

**6.1 Support Staff**

(a) Regular hours of work for Support Staff will be six hours between 8am and 6pm and shall be of a consistent nature, Monday to Friday. The employer shall give at least two weeks' notice of any changes of any employees' schedule to BCUWU. Start and finish times may be changed by mutual agreement of the parties and upon reasonable notice. When a change is requested by a BCUWU member for extenuating circumstances, it shall not be unreasonably withheld.

(b) Employees shall have a choice between:

- (1) One hour lunch break, or
- (2) One-half hour lunch break and two, 15-minute rest periods.

(c) All overtime shall be voluntary and shall be paid at one and one-half the regular hourly rate and twice the hourly rate on weekends. If overtime is worked on a statutory holiday, the payment shall be twice the hourly rate with a compensatory day off.

In the event a BCUWU member chooses to bank worked overtime, the banked time shall be booked and used within three months from when it was earned. Booked time off must be by mutual agreement.

## **6.2 Organizers/Representatives and Campaigners**

- (a) UNITE HERE shall not impose excessive workloads upon their Union Representatives/Organizers and Campaigners or require their attendance at times when work need not be performed. In the event that BCUWU believes that excessive hours of work or excessive workloads are being required by UNITE HERE it may take the matter up with the Staff Director. In the event the matter is still not resolved they may move the matter to the President of Local 40 or their designate. Workload issues are not subject to the arbitration procedure.
- (b) When an employee works beyond a reasonable number of consecutive days, the employee and their Lead and/or Director may work out an appropriate number of days off at a reasonable time taking into account the needs of the employees' assignment and the employee. These days off shall not be considered vacation days, or sick days.
- (c) Employees that are requested to work on a statutory holiday, and work the statutory holiday will be entitled to a compensatory day off with pay. The employee must arrange the compensatory day off with their Lead. The assignment of a replacement day is to be made with their Lead's approval.

## **ARTICLE 7 - SENIORITY**

### **7.1 Seniority List**

- (a) Local 40 shall maintain a current seniority list. It will be made available to BCUWU.
- (b) The seniority list shall be published January 15<sup>th</sup> of each year.
- (c) The seniority lists shall be posted by Local 40 for a minimum of 30 days. Any objection to the accuracy of the posted seniority lists must be lodged with Local 40 during the 30 days in which the lists are posted. Any discrepancies not resolved shall be subject to the grievance procedure.

### **7.2 Loss of Seniority**

An employee will lose seniority if they resign or are discharged for just cause and is not reinstated through the implementation of the grievance procedure.

### **7.3 Accrual of Seniority**

- (a) Internal seniority for employees in the Support Staff Classifications is calculated from the date of hire and BCUWU members who have worked in Local 40 facilities shall import their seniority for the purposes of vacation and benefits.
- (b) the Seniority for Union Representatives/Organizers and Campaigners shall be calculated from employee's date of hire as a Union Representative.
- (c) Union Representatives/Organizers and Campaigners will accrue seniority for time served in all positions worked for local 40 and its predecessors.
- (d) Employees will accrue seniority for time served in all positions worked for Local 40 or its predecessors with no more than a six month break in service.
- (e) Seniority will continue to accrue where an employee is absent as a result of sickness or accident including a disabled employee on Long-Term Disability.
- (f) Seniority will continue to accrue on an approved leave of absence.



- (g) Seniority will continue to accrue on layoffs for a maximum period of six months.

## **ARTICLE 8 - LAYOFF AND RECALL, DISCHARGE, TRANSFERS**

### **8.1 Recall from Layoff**

In the event of layoff, employees shall be returned to work in order of their seniority. Local 40 will notify the employee at their last known address by registered mail. Failure to respond within 15 days of such notice the employee shall be deemed to have self-terminated with no eligibility for rehire by reasons of such layoff. BCUWU will be notified in each and every instance.

### **8.2 Application of Seniority for Layoff**

Seniority will be the determining factor on all layoffs.

### **8.3 Union to be Notified**

BCUWU will be notified, in writing, of any discharge.

### **8.4 Support Staff Bumping Rights**

In the event of a Support Staff layoff, the member may bump to any Support Staff position that their seniority allows, regardless of geographical location, provided they have the core skills and is capable of fulfilling the position with reasonable training within three months.

- (a) There will be only one bump allowed and shall be at no cost to Local 40 unless otherwise mutually agreed upon by BCUWU and Local 40.
- (b) In the event an employee is bumped as a result of 8.4(a), they in turn may bump into another position based on their seniority provided they are capable of doing the job with reasonable training.

### **8.5 Just Cause and Local 40 Elected Positions**

Employees will not be terminated as a result of any change in the administrative authority of Local 40 for other than just cause. Further, no member of BCUWU shall be eligible to run for Office of Local 40 without express authorization of the President of the Local Union. Violation of this provision shall be grounds for termination.

### **8.6 Assignments**

- (a) The Employer when considering assignments shall take into consideration seniority for the Union Representatives/Organizers and Campaigners.
- (b) Union Representatives/Organizers and Campaigners will be notified in advance of any contemplated changes of location or assignment.
- (c) Should a Union Representative/Organizer or Campaigner be required to move from one location to another, Local 40 will pay normal expenses incurred as moving costs.
- (d) Should the Union Representative/Organizer or Campaigner receive a refund on their income tax from Revenue Canada for moving expenses, such portion shall be returned to Local 40.

**ARTICLE 9 - STATUTORY HOLIDAYS****9.1 Statutory Holidays**

The recognized Statutory Holidays shall be:

|                |   |
|----------------|---|
| New Year's Day | Labour Day                                |
| Family Day     | Thanksgiving Day                          |
| Good Friday    | Remembrance Day                           |
| Easter Monday  | National Day for Truth and Reconciliation |
| Victoria Day   | Christmas Day                             |
| Canada Day     | Boxing Day                                |
| BC Day         |   |

and any other day proclaimed by the Federal or Provincial Government.

**ARTICLE 10 - ANNUAL VACATIONS****10.1 Vacation Requests by Seniority**

(a) Employees shall have preference in respect to annual vacations according to seniority and these times shall be submitted by the employee no later than March 1<sup>st</sup> of the current year. If there is no submission by the employee by March 1<sup>st</sup> of the current year the vacation time will be taken at a mutually agreeable time.

(b) Seniority will be the determining factor when more than one employee wants the same period of time off.

**10.2 Carry-Over of Vacation**

Employees may carry-over up to 10 days' vacation from one calendar year to the next. In special circumstances employees may request the President's permission for additional days to carry over.

**10.3 Previous Employment of UNITE HERE Local 40 Members**

When a Local 40 member is hired as a permanent staff member, their vacation entitlement may be greater than that of a new hire, at the discretion of Local 40's President.

**10.4 Vacation Entitlement**

|  |         |    |
|--|---------|----|
| 1 but less than 3 completed years        | 2 weeks | 4% |
| 3 years, but less than 7 completed years | 3 weeks | 6% |
| after 7 completed years                  | 4 weeks | 8% |

**ARTICLE 11 - HEALTH AND WELFARE/PENSION****11.1 Short Term Disability**

The parties agree that within three months of ratification of the 2021 to 2024 Collective Agreement, the parties will reconvene with the intention of:

- Reaching an agreement on improving both the Short Term Disability Plan (STD) referenced in Article 11.1 and the Long Term Disability Plan (LTD) referenced in Article 11.5; and

- Developing any language needed to replace or add existing language in Articles;
  - Developing any consequential changes to other articles needed.
  - Members will have the opportunity to vote on the new language. Once accepted by the members the new language will become part of the Collective Agreement.
  - Changes will need to be approved by UNITE HERE Executive Board & Membership and by the BCUWU Executive.
- (a) Employees who become disabled due to illness or injury will receive their regular monthly salary for a period not to exceed six months. This benefit is payable only once for the same or related disability.
- (b) To be eligible for this benefit, employees may be required to make application to any insurance carrier designated by Local 40. Any benefits from other sources paid during this period for the same disability will offset the amount paid by Local 40. These will include but not be limited to disability benefits paid by the Health Care Plan and the Canada Pension Plan.
- (c) Employees who receive short-term disability benefits shall reimburse Local 40 for the portion of those benefits for wage loss that are paid to them by a third party who is liable for their disability, less reasonable legal fees incurred in the recovery of lost earnings.

Employees shall disclose the terms of their settlement with a third party to Local 40 and Local 40 reserves the right to take legal action to recover money from a third party if the employee does not reasonably pursue their claim.

In the case of third party claims the employee may be requested to sign a reimbursement form before short-term disability payments are made.

### **11.2 Health Care Premiums**

Local 40 shall pay the full cost of providing employees with Health Care coverage as per the Health Care Plan.

### **11.3 Health Care Premiums While on Medical/Disability Leave**

Where an employee is disabled by reason of sickness or accident, Local 40 shall continue to pay the full premium to the above Plan until the said employee is declared physically able to resume their occupation by either a physician or WorkSafe. The said employee shall be reinstated to their former position with all rights and conditions formerly enjoyed.

### **11.4 Health Care Premiums During First Three Months of Layoff**

Employees who have been laid off will continue to receive Health Care as per the existing Health Care Plan for a maximum of three months, the cost to be borne by Local 40.

### **11.5 Long Term Disability Plan**

- (a) Local 40 shall pay the full cost of a long-term disability plan hereinafter referred to as the LTD Plan. The LTD Plan will provide, after a 26 week waiting period a benefit of 80% of an employee's normal pre-disability salary to a maximum of \$3,500 per month. Benefits may be payable until age 65 provided the employee is totally and permanently disabled from performing any and all occupations within the range of his education, training or experience.

(b) After qualifying for LTD the employee will have 30 days to decide whether or not to receive their severance pay.

*Option 1*

If the employee chooses to take severance pay the employee will cease to accrue seniority and will forfeit all rights under this collective agreement except they will continue to accrue credited service under the pension plan during the LTD claim payment period. For each year of such credited service the former employee will receive a pension benefit of \$40 per month payable at age 65.

*Option 2*

If the employee chooses not to take a severance pay the employee will continue to accrue seniority and will continue to have certain rights under this agreement, namely the continuation of:

- (1) health care coverage as per the existing Health Care Plan, and
- (2) coverage under the pension plan during the LTD claim payment period. For each year of credited service up to December 31, 1994 the employee will receive a pension benefit of \$40 per month payable at age 65. Service credited from January 1, 1995 will provide a pension based on the base rate salary that applied on the day prior to the payment of LTD benefits.

If the employee does not return to work at the end of the LTD entitlement, they will be eligible to receive severance pay per Article 13 at the employee's base rate salary at the time the LTD claim commenced.

**11.6 Group Life and Accidental Death and Dismemberment Benefit**

Local 40 agrees to maintain the life insurance and Accidental Death and Dismemberment Benefit in accordance with the existing plan.

**11.7 Pension Plan**

Local 40 established the Pension Plan for Executive, Union Representatives, and the Office Manager effective from January 1, 1992. Effective November 1, 2003, the employees in BCUWU will be covered by the above-noted Plan.

All benefits accrued prior to implementation of this agreement in the support staff plans will be available to the employee upon retirement.

The terms and conditions of the plan are governed by the Plan Text.

Local 40 agrees to contribute the necessary funds, based on the advice of the Actuary, to provide for the cost of current service and, if applicable, the amount required to amortize any unfunded liability or solvency deficiency. Surplus monies may be used to reduce Local 40's costs.

The Employer agrees the Local 40 Pension Plan is codified in the Collective Agreement. The duly authorized representatives of BCUWU are entitled to all documents and information pertaining to the Pension Plan, and shall, upon request, be allowed input into any decision which may be made that affects the Pension Plan.

The maximum Pension contribution shall be 2% from November 1, 2003 for the Support Staff and, 2% from January 1, 2002 for the Union Representative/Organizers, Campaigners and the Office Manager.

Effective January 1, 2011 the following changes apply to the plan:

- (a) The normal retirement age changes from 55 to 65;
- (b) The plan changes to a Final Average Career Earnings;
- (c) The Career average formula moves from 2% to 1%.

**11.8 Dental Care Plan**

- (a) Local 40 agrees to provide a Dental Care plan with an annual allowable dental benefit of \$2000, and
- (b) With a lifetime allowable orthodontics benefit of \$1500.00, and
- (c) Provide one additional dental cleaning per year (i.e., maximum of two per year) to each insured member and each eligible dependent ("*cleaning*" consists of an examination, cleaning and fluoride treatment of the teeth).
- (d) The Dental Care reimbursement shall be 90%.

**11.9 Vision Coverage**

- (a) Local 40 will top up for eye exams up to \$75 per year.
- (b) Local 40 to top up Eye Glass reimbursement to a maximum of \$500 every 24 months.

**11.10 Extended Health Benefits**

- (a) The Employer agrees to provide sufficient funding to allow the Trustees of the Health Care Plan to maintain the annual allowable lifetime maximum for major medical (extended health) benefits as per the Sunlife group plan for Hotel, Restaurant & Culinary Employees a Bartenders Union dated June 1, 2008.
- (b) The Extended Health Care reimbursement shall be 90% with the exception of Vision Care and "*out of country*" coverage, which shall both remain at 100%.

**11.11 Health Spending Account**

- (a) The Employer will provide a maximum of \$3000 per member, per year (each January 1<sup>st</sup>– December 31<sup>st</sup>) to provide for a Health Savings Account.

Effective January 1, 2023 The Employer will provide a maximum of \$3500 per member, per year (each January 1<sup>st</sup> – December 31<sup>st</sup>) to provide for a Health Savings Account.

- (b) Staff members will be permitted to transfer all or part of their unused HSA allotment to another staff member in the case of a member facing an extraordinary medical expense.

**ARTICLE 12 - LEAVES OF ABSENCE**

**12.1 Sick Leave**

- (a) Sick leave shall be 10 random days per year. If a sick leave goes beyond three days at one time, the member shall apply for short term disability benefits through Sun Life. Sick benefit payments received from Sun Life shall be reimbursed to the Employer and the Employer shall top up the employee's wage to 95%.

(b) If the employee receives short term disability benefits, only one of the 10 sick days shall be deemed to have been used. The Employer will cover the additional two days. If the employee does not file for benefits, or is off for three days or less, all sick days used shall be counted.

(c) The purpose of this section is to provide for seamless continuation of wages for the employee.

(d) It is understood that should the Provincial government implement a requirement of paid sick days that is equal to or less than provided for in this clause, there will be no change to the number of days employees are entitled to.

### **12.2 Bereavement Leave**

In the event of death in the immediate family, an employee will be entitled to three days off with pay. If travel is required the employee shall be entitled to five days off with pay to facilitate travel. Immediate family defined as: Mother, Father, Sister, Brother, Spouse (including same sex spouse), Children, Grandchildren, Mother-in-Law, Father-in-Law, Common-Law (1 year duration), Grandparents.

### **12.3 Work in the Labour Movement**

(a) Local 40 shall grant an unpaid leave of absence to an employee who is seconded, appointed or elected to any full-time office of BCUWU.

(b) Unpaid leave of absences for offices of:

- B.C. Federation of Labour
- B.C. and Yukon Territory Building and Construction Trades Council
- Canadian Labour Congress

will be considered if mutually agreeable to by both parties.

The leaves may be renewed by agreement of both parties. The member shall continue to pay dues to BCUWU and shall continue to accrue seniority.

### **12.4 Political Leave**

Local 40 shall grant an unpaid leave of absence to an employee to run and serve a term of office at the municipal, school board, provincial or federal level.

The leave may be renewed by agreement of both parties. The member shall continue to pay dues to BCUWU and shall continue to accrue seniority.

### **12.5 Unpaid Union Leave**

A member shall be granted unpaid leave to attend to BCUWU union business upon written advisement to the Employer, such leave shall not be unreasonably denied. The Union shall provide as much notice as possible of its request for leave.

### **12.6 Worksite Union Business**

A member acting as steward shall be free to attend to the grievance matters of BCUWU member(s) during working hours.

### **12.7 Maternity and Paternity Leave**

Preamble

The parties agree that within three months of ratification of the 2021 to 2024 Collective Agreement the parties will reconvene with the intention of:

- Revising the existing maternity/parental leave language to reflect the levels of entitlement contained in The Employment Standards Act of BC, Part 6 Sections 50 and 51; and
- Developing any language needed to replace or add existing language;
- Developing any consequential changes to other articles needed.
- Members will have the opportunity to vote on the new language. Once accepted by the members the new language will become part of the Collective Agreement.
- Changes will need to be approved by UNITE HERE Executive Board & Membership and by the BCUWU Executive.

Maternity and Parental leave provisions apply to all employees. The employee is entitled to maternity leave of 17 weeks. The distribution of the maternity leave will be at the employee's option.

As per the *Employment Insurance Act*, an employee will be allowed an additional 35 weeks for parental leave.

The employee must give written notification to the Employer at least two weeks prior to the date of taking maternity/parental leave. This notification should be accompanied by a doctor's certificate attesting to the expected date of delivery. Presentation of the notice can be less than two weeks if the medical certificate confirms that the employee must leave her position earlier than forecast.

The following payments will apply:

- (a) Employees will receive no salary for the first two weeks of leave;
- (b) Employees will receive a lump-sum payment equivalent to 93% of two weeks' salary;
- (c) Employees will receive the difference between 93% of salary and EI benefits the employee is eligible to receive for 17 weeks;
- (d) Employees will receive the difference between 93% of salary and EI benefits the employee is eligible to receive for the additional 10 weeks of parental leave;

Following the paid leave of absence an employee shall be entitled to an additional leave of absence without pay but with maintenance of seniority up to a maximum of 52 weeks, including the paid leave of absence.

An employee shall indicate at the time of taking such leave whether they opt for the additional unpaid leave.

For regular employees on maternity/parental leave of absence, the Employer shall continue to pay for up to 52 weeks, health Insurance, Life Insurance, and ADD premiums, and will continue the payments on behalf of the employee for the duration of the leave. The employee shall reimburse the Employer on a month-to-month basis for continuation of benefits.

## ARTICLE 13 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS

### 13.1 Individual Contracts

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with Local 40 covering the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with Local 40 covering hours of work, wages or conditions during the term of this Agreement.

### 13.2 Jury Duty

Employees who perform jury duty or act as a Crown witness shall suffer no loss of wages. The employee shall turn over to the Employer any monies they receive from the court as outlined under the *Jury Act* on the days they are normally scheduled to work except allowances intended to compensate for travelling and parking.

### 13.3 No Loss of Wages or Benefits

Employees shall suffer no loss of wages or benefits when appearing as a witness in a court or Arbitration hearing if required as part of their job assignment.

### 13.4 Severance Pay

- (a) Severance pay is to be paid in the case of retirement, voluntary or involuntary termination, or layoff in excess of six (6) months. With the exception that any employee dismissed for just cause and not reinstated through the grievance procedure shall forfeit any severance pay accrual.
- (b) The Employer and BCUWU agree to strike a joint committee during the term of the renewed Collective Agreement to review and report on how the parties can protect and maintain the current severance pay provisions.
- (c) Severance pay can be amortized by mutual agreement over several years if desired. If mutual agreement cannot be reached, severance pay will be paid immediately upon termination of employment.
- (d) Employees working less than full-time hours shall have their severance pay calculated on a pro rata basis.
- (e) Any employee upon acceptance of their severance pay shall deemed to have terminated their employment with UNITE HERE, Local 40.
- (f) For any employee hired after January 1st, 2011 who is laid off, such employee shall receive severance pay in the amount of one week of pay for every year of service up to a maximum of 15 weeks' pay; provided, however, that an employee who is discharged for cause, retires under the staff retirement plan or quits is not entitled to severance pay. Any employee receiving severance pay shall be deemed terminated. To be eligible for severance, an employee must execute a general Release provided by UNITE HERE.

### 13.5 Mileage (Support Staff)

Employees shall be reimbursed for mileage when using their car on Employer business. The rate shall be \$0.33 per kilometre.



Any increase as the result of policy change shall be given.

**13.6 Car Allowance (Union Representatives and Campaigners)**

- (a) Union Representatives and Campaigners who qualify for a car allowance, will, instead of a car allowance of \$600 per month, have that same amount added to their salary.
- (b) For field staff hired prior to 2019: Local 40 will not unreasonably deny a Union Representative from choosing either the car allowance or a suitable lease vehicle, at a cost equal to or less than the car allowance. It should be further understood that the local may, instead of leasing, outright purchase a vehicle. The reasoning behind this position is that Local 40 must feel comfortable that the vehicle they are leasing will be kept for the duration of a lease term. Local 40 cannot be forced to purchase vehicles for representatives.
- (c) Union Representatives/Organizers and Campaigners will be allowed four tires, if required and approved, over a 24 month period, identified September 1<sup>st</sup> through August 31<sup>st</sup>.
- (d) Each Union Representative/Organizer and Campaigner shall be entitled to reimbursement for engine oil changes and basic tune-ups as. Service for any other fluids shall be the responsibility of the individual.

**13.7 Training**

The Employer agrees it is to his advantage to have a well-trained and educated staff. To that end, the Employer agrees:

- (a) Employer initiated - 100% of course fees upon successful completion of course;
- (b) Employee initiated – 50% of course fees upon successful completion.

Courses must be employment related and approved, in writing, by the Employer, in advance.

**13.8 Bulletin Boards**

The Employer shall provide a BCUWU bulletin board on each floor of the Vancouver workplace and in any other ancillary office that may be maintained by the Employer. The bulletin boards shall be in a location that is easily accessible to BCUWU members.

**13.9 Union Bug**

BCUWU members shall be entitled to display the BCUWU union designation on any and all work prepared by them.

The Employer shall display on all public entrances to its offices a BCUWU window decal.

**13.10 Tech Credit for Organizing and Campaigning Staff**

Organizing and Campaigning Staff members will receive a re-imbusement of for up to \$150 every year for the purchase of tech used in the course of their work. (e.g. ear pieces, car chargers, car phone holders, etc.)

If an employee stops working for Local 40 for any reason within their first six months, they shall return this reimbursement, if used, or it shall be deducted from their final pay or expense cheque.

**ARTICLE 14 - GRIEVANCE PROCEDURE**

The parties agree there shall be a Labour/Management Committee that shall meet monthly or upon request of either party to discuss any and all matters before the parties.

**14.1 Definitions 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.

**14.2 Grievance Procedure**

(a) *Informal Step*

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom they report. At the employee's option, the employee may be accompanied by the shop steward for the department in which the employee works.

(b) *Step One*

At this step, notice in writing of the grievance must be filed with a person designated by Local 40 within 10 working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the agreement which has been violated.

Any meeting between the parties at this step must involve the employee, their shop steward and a person from management other than the employee's immediate supervisor.

Local 40's representative must answer the grievance in writing within 10 days.

In the event that a resolution of the grievance, satisfactory to BCUWU and Local 40, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the shop steward and/or a BCUWU representative, and a person or persons designated by Local 40.

This Step must be taken by notice in writing within five days of the date on which the written answer was delivered in Step One.

(c) *Step Three*

In the event that a resolution of the grievance, satisfactory to BCUWU and Local 40 does not result in Step Two, either BCUWU or Local.40 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 14.6.
- (2) Go to a single Arbitrator as agreed in (e) below.
- (3) Go directly to full arbitration at Step Four.

(d) If both parties agree, the grievance may be heard by a single Arbitrator. The parties shall have five working days to agree on an arbitrator. Failing such agreement, either party may request the Minister of Labour to appoint such Arbitrator. Clauses 14.4 and 14.5 shall apply to such single Arbitrator.

(e) *Step Four*

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

(f) *BCUWU and Local 40 Policy or General Grievance*

BCUWU or Local 40 may file policy, or general grievances. Such grievances shall be filed at Step Two of the grievance procedure.

(g) Section 87 of the *Labour Relations Code* of British Columbia may be utilized but it is excluded from operations by the parties of the agreement for the purposes outlined in 14.6(b).

#### 14.3 Arbitration Board

Seven full days (excluding Sundays and holidays) shall be allowed for the setting up of a Board of Arbitration. It shall be composed of one representative of BCUWU and one representative of Local 40, and these two members shall then select an impartial chair. In the event of failure of these two representatives agreeing on a chair, the Minister of Labour shall be asked to appoint one.

#### 14.4 Arbitration Hearing and Award

(a) As soon as a chair has been appointed, the arbitration board will be encouraged to commence the hearing within five days and further encouraged to render a decision within 14 days.

(b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the arbitration board, and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the arbitration board by agreement of the parties.

(c) Each party to the arbitration will bear the expenses of its nominee, and one-half of the expense associated with the appointment of the chair.

(d) The parties recognize that they are bound by a decision of the Board, a majority of the Board, or by the chair of the Board.

#### 14.5 Authority of the Arbitration Board

The parties to the arbitration recognize that the authority of the arbitration board is set out in Section 89 of the *Labour Relations Code* of British Columbia.

#### 14.6 Optional Grievance Investigation Procedure

The parties have agreed to initiate an Optional Grievance Procedure on a trial basis, for the specified term of this Agreement, in accordance with the following:

(a) *Purpose and Scope*

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

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

(b) *Optional Grievance Investigation Procedure*

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

- (1) investigate the difference;
- (2) define the issue in the difference;
- (3) and make written recommendations to resolve the difference.

Within five days of the date of the receipt of the request; and for those five days from that date, time does not run in respect of the Grievance Procedure.

(c) *Cost Sharing*

The parties agree to equitable cost sharing.

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

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

The parties have agreed that for the term of this Agreement the persons named in a Letter of Understanding will be recognized as their "*Investigator*" 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 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 decisions being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within five working days.

(f) *Binding Recommendations*

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

#### **14.7 Time Limits**

A grievance or dispute shall commence within the time limit provided, unless there is a request to waive the time limit at any stage or else it shall be deemed to be abandoned.

#### **14.8 Persons Authorized to Deal with Grievances**

(a) BCUWU agrees to provide Local 40 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 BCUWU, and to provide further written advice of changes made in the list from time to time.

(b) Local 40 agrees to provide BCUWU 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 Local 40, and to provide further written advice of changes made in the list from time to time.

### **ARTICLE 15 - POST-RETIREMENT BENEFIT PLAN**

#### **15.1 Post-Retirement Benefits**

(a) The Employer agrees to provide each Union Representative who retires with \$50 per month to purchase health care benefits which reflect the benefits provided by the Employer prior to retirement, as the retiree sees fit, based on the following criteria:

- (1) retirement occurs on the employee's 65<sup>th</sup> birthday;
- (2) the \$50 per month benefit will be paid based on a "time in, time out" format (i.e., 15 years' service - 15 years benefit; 5 years' service – 5 years benefit)

(b) It is understood and agreed that the above-noted monthly benefit is not intended as an income supplement, but is intended for the purchase of health care benefits. It is further agreed the Employer is entitled to receive suitable evidence that health care benefit(s) have been purchased with the funds provided.

### **ARTICLE 16 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY**

#### **16.1 Definition, Notice, Disclosure and Consultation:**

(a) Wherever possible, Local 40 shall provide BCUWU with up to six months' written notice of intention to introduce automated equipment and/or procedural change;

(b) Local 40 agrees to disclose full details of the planned technological and/or procedural changes, which may cause any change to an employee's normal duties or place of employment;

(c) Local 40 and BCUWU shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

### **16.2 Re-Training**

Employees becoming redundant due to new equipment or procedures, shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re training will be provided by the Employer without loss of pay to the affected employee.

### **16.3 Termination or Recall List**

In cases where the re-training of employees is not practical, or where other positions with Local 40 are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this section shall receive all the benefits they have accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.

### **16.4 Extension to Recall Period**

A specified extension of the recall period, where recall is applied under 16.3 above, may be mutually agreed by the employee and Local 40, subject to written approval of BCUWU.

## **ARTICLE 17 - OCCUPATIONAL HEALTH AND SAFETY**

### **17.1 Joint Occupational Health and Safety Committee**

There shall be a joint Occupational Health and Safety Committee in compliance with the *Workers' Compensation Act*.

### **17.2 Harassment and Bullying**

The Employer shall maintain, and make accessible to all employees, a harassment and bullying policy and complaint process consistent with the *Workers' Compensation Act*.

## **ARTICLE 18 - WAGES**

### **18.1 Classifications**

There shall be seven job categories in the BCUWU bargaining unit. They are: Lead Organizer, Trainer/Organizer, Union Representative/Organizer, Secretary, Trainer/Administration, and Dues/Administration and Reception.

### **18.2 Wage Increases**

Effective each September 1<sup>st</sup> during the term of this agreement, each employee will either be brought to the minimum salary for their classification or receive a \$2,000 increase, whichever is greater, except for the progression for new hires will be as follows:

- All new hires will start at \$50,000 per year.
- Employees hired September 1<sup>st</sup> through February 29<sup>th</sup> will receive the raise "After 1 year" the following September 1<sup>st</sup> and the "After 2 years" raise (if applicable) the subsequent September 1<sup>st</sup>.

- Employees hired March 1<sup>st</sup> through August 31<sup>st</sup> will be increased to \$52,500 at their six month mark, and then receive the “*After 1 year*” raise the following September 1<sup>st</sup>, and the “*After 2 years*” raise (if applicable) the subsequent September 1<sup>st</sup>.

e.g. Employee A is hired in November 2021 at \$50,000. They will go up to \$55,000 on September 1, 2022 and up to \$60,000 on September 1, 2023.

Employee B is hired on June 1, 2022 at \$50,000. They will go up to \$52,500 on Dec 1, 2022; then up to \$55,000 on September 1, 2023; and up to \$60,000 on August 31, 2024.

**Side Letter #1 – Paul Voykin Vacation**

The parties agree that Paul Voykin’s vacation shall be 3 weeks per year starting with accrual given on January 1, 2022, and then following the contract provisions (four weeks at seven years with a hire date of December 1, 2020).

**Side Letter #2 – Stephanie Fung**

The parties agree that Stephanie Fung’s annual salary will be \$60,000 effective September 1, 2021.

APPENDIX A  
JOB RATES AND CLASSIFICATIONS

Starting salaries

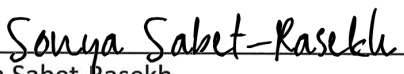
|                                  |                |          | If eligible for car allowance increase |
|----------------------------------|----------------|----------|--|
| Organizing and Campaigning Staff | New Hire       | \$50,000 | + \$7,200                              |
|                                  | After 1 year*  | \$55,000 |  |
|                                  | After 2 years* | \$60,000 |  |
|                                  | Trainer        | \$65,000 |  |
|                                  | Lead           | \$70,000 |  |
| Admin                            | New Hire       | \$50,000 |  |
|                                  | After 1 year*  | \$55,000 |  |
|                                  | Trainer/Admin  | \$60,000 |  |

Dated this \_\_\_\_\_ day February 28, 2023 of 2022.

For the Employer:  
UNITE HERE LOCAL 40

  
\_\_\_\_\_  
Robert Demand  
Executive Director

For the Union:  
BC Union Workers' Union

DocuSigned by:  
  
\_\_\_\_\_  
Sonya Sabet-Rasekh  
President