

COLLECTIVE AGREEMENT

Between

UNITE HERE LOCAL 40

And



September 1, 2012 to August 31, 2016

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ARTICLE 1 - INTRODUCTION

1.01 PURPOSE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between UNITE HERE Local 40 and **Unifor** Local 467, to provide machinery for the prompt disposition of grievances, to establish working conditions and salaries for support staff and Union Representatives/Organizers who are subject to the provisions of the Agreement, and to establish harmonious relations between the parties.

1.02 DEFINITIONS

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

ARTICLE 2 - DURATION OF AGREEMENT

2.01

This Agreement shall be for the period from and including September 1st, 2012 through August 31st, 2016. 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*.

2.02

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

ARTICLE 3 - UNION RECOGNITION

3.01

Local 40 agrees to recognize Unifor as the exclusive bargaining agent for all Support Staff and Union Representatives, as well as those Union Representatives appointed for special projects, including staff in any and all ancillary offices of Local 40 in the Province of British Columbia.

3.02

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

3.03

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

3.04

The Employer shall forward dues on behalf of Unifor members to the Union by direct payment to Unifor in the amount established by the Local

Union from time to time. No employee in the Unifor bargaining unit of Local 40 shall be required to remain a member of Local 40. Unifor, however, has no objection to any of its members choosing to maintain their Local 40 membership.

ARTICLE 4 - UNION SECURITY

4.01

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

4.02

A Unifor member must maintain membership in good standing as provided under the certification between Local 40 and Unifor Local 467.

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

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

Local 40 shall immediately discontinue the employment of such employee.

Unifor 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

5.01 JOB POSTING

- (a) All vacancies in Unifor Support Staff classifications shall be posted internally for a minimum of seven (7) days. Internal applicants will have priority for hiring into any position posted provided he or she is capable of doing the job with reasonable training;

Where two (2) 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 Unifor Union Rep/Organiser classification shall be posted internally for a minimum of seven (7) days prior to being advertised externally.

(b) Union Representative Trainees

Trainees will be utilized by Local 40 for up to a maximum of six (6) consecutive months with dues paid to Unifor. Executive Board member trainees will have dues paid by Local 40 on their behalf. Trainees will have no rights under the collective agreement.

(c) Temporary Union Representatives/Temporary Organizers

Temporary positions will be utilized by Local 40 for relief such as holidays, leaves and emergency situations. Unifor member shall be paid at the Union Representative rate and conditions. Dues will be paid to the Unifor and Executive Board member temporaries will have dues paid by Local 40 on their behalf. Seniority in the Unifor bargaining unit shall continue to accrue.

Unifor members in the Support Staff Classifications may apply for vacant temporary Union Representative/temporary Organizer 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 six (6) consecutive months. 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 - Bargaining Unit Work for Support Staff

For regular bargaining unit work, Local 40 has the right to hire project people for specific jobs for a specific time period up to six (6) consecutive months. These people have full rights under the collective agreement and pay dues to Unifor. Extensions may be requested by Local 40 and may be granted by Unifor.

If a Unifor member carries out the project, the member shall return to his or her previous position and rate at the end of the project.

(f) Project People-Non-Bargaining Unit Work for Union Representatives/Organisers

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 (6) 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 Unifor.

(g) Temporary Support Staff

Temporary staff may be hired by Local 40 to provide relief for vacations, illnesses, leaves and emergencies.

Unifor members in the bargaining unit who are able to fulfil the duties with reasonable training shall be given first option to apply for relief work.

The employee shall be paid the rate for the position in which she is relieving or her current wage, whichever is greater. The employee shall return to her previous position and rate upon completion of the relief position.

(h) Contracting Out -Support Staff

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

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

5.02 INTERNATIONAL ORGANIZERS

- (a) It is herein agreed and understood that International Union organizers may be utilized for the purpose of organizing new Local 40 members and/or certifications.
- (b) International Union organizers may be assigned to assist in the internal organizing process in current Local 40 properties and this committee building process will involve a partnership of the organizers and the Union Representative assigned to the referenced property.
- (c) Should it be necessary for Unifor bargaining unit work to be assigned to International Union organizers, the Employer will first request, in writing, the approval of Unifor and detail the specifics of the work to be performed. The Employer will remit dues to Unifor for any such International Union organizers performing bargaining unit work.

ARTICLE 6 - HOURS OF WORK

6.01 SUPPORT STAFF

- (a) Regular hours of work for Support Staff will be six (6) hours between 8am and 6pm and shall be of a consistent nature, Monday to Friday. The

employer shall give at least two (2) weeks' notice of any changes of any employees schedule to Unifor. Start and finish times may be changed by mutual agreement of the parties and upon reasonable notice. When a change is requested by a Unifor member for extenuating circumstances, it shall not be unreasonably withheld.

- (b) Employees shall have a choice between:
 - (i) One (1) hour lunch break, or
 - (ii) One half (½) hour lunch break and two (2) fifteen (15) minute rest periods.
- (c) All overtime shall be voluntary and shall be paid at one and one half (1½) the regular hourly rate and twice the hourly rate on weekends. If overtime is worked on a statutory holiday, the payment shall be twice (2x) the hourly rate with a compensatory day off.

In the event a Unifor 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.

6.02 UNION REPRESENTATIVES HIRED PRIOR TO JANUARY 1ST 2011

- (a) While it is recognized that regular hours of work are difficult to maintain in this industry, every effort will be made to compensate employees who work in excess of forty (40) hours per week by allowing them to take time off.
- (b) Accumulated days off shall not exceed a total of five (5) and shall be taken within one (1) month of accumulation unless otherwise authorized by the Employer and will not be unreasonably withheld.

6.03 ORGANIZERS/REPRESENTATIVES HIRED AFTER JANUARY 1ST 2011

- (a) UNITE HERE shall not impose excessive workloads upon their Organizers/Reps or require their attendance at times when work need not be performed. In the event that Unifor 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 his/her 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) Organizers/Representatives- Employees that are requested to work on a statutory holiday, and work the statutory holiday, as outlined in Article 9, will be entitled to a compensatory day off with pay. (New language not agreed to, will discuss with employer).

ARTICLE 7 - SENIORITY

7.01

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

7.02

An employee will lose seniority if he or she resigns or is discharged for just cause and is not reinstated through the implementation of the grievance procedure.

7.03

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.

7.04

Seniority will continue to accrue on layoffs for a maximum period of six (6) months.

7.05

Seniority will continue to accrue on an approved leave of absence.

7.06

Employees will accrue seniority for time served in all positions worked for Local 40 or its predecessors with no more than a six (6) month break in service.

7.07

Internal seniority for employees in the Support Staff Classifications is calculated from the date of hire and **Unifor** members who have worked in Local 40 facilities shall import their seniority for the purposes of vacation and benefits.

7.08

Seniority for Union Representatives shall be calculated from the employee's date of hire as a Union Representative.

ARTICLE 8 - LAYOFF AND RECALL, DISCHARGE, TRANSFERS

8.01

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 fifteen (15) days of such notice the employee shall be deemed to have self-terminated with no eligibility for rehire by reasons of such layoff. **Unifor** will be notified in each and every instance.

8.02

Seniority will be the determining factor on all layoffs.

8.03

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

8.04

In the event of an Support Staff layoff, the member may bump to any Support Staff position that his/ her seniority allows, regardless of geographical location, provided he/she has the core skills and is capable of fulfilling the position with reasonable training within three (3) months.

- (a) There will be only one bump allowed and shall be at no cost to Local 40 unless otherwise mutually agreed upon by **Unifor** and Local 40.
- (b) In the event an employee is bumped as a result of 8.04 (a), she is turn may bump into another position based on her seniority provided she is capable of doing the job with reasonable training.

8.05

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 Unifor 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.

8.06

The Employer when considering assignments shall take into consideration seniority for the Union Representative/Organiser.

8.07

Union Representatives will be notified in advance of any contemplated changes of location or assignment.

8.08

Should a Union Representative be required to move from one location to another, Local 40 will pay normal expenses incurred as moving costs.

8.09

Should the Union Representative 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

9.01

The recognized Statutory Holidays shall be:

NEW YEAR'S DAY
FAMILY DAY
GOOD FRIDAY
EASTER MONDAY
VICTORIA DAY
CANADA DAY
BC DAY
LABOUR DAY
THANKSGIVING DAY
REMEMBRANCE DAY
CHRISTMAS DAY
BOXING DAY

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

ARTICLE 10 - ANNUAL VACATIONS

10.01

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 1st of the current year. If there is no submission by the employee by March 1st of the current year the vacation time will be taken at a mutually agreeable time.

10.02

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

10.03

There will be no carry-over of vacations unless agreed in writing with Local 40.

10.04

Local 40 will honour continuity of employment with a previous employer who was signatory to a Local 40 contract in determining eligibility for annual vacation.

10.05

Union Representatives/Organisers will accrue seniority for time served in all positions worked for local 40 and its predecessors.

10.06

Employees hired prior to January 1st 2011

- (a) An employee shall receive an annual vacation with pay in accordance with their years of employment:

1 - 3 years	2 weeks	6%
3 - 7 years	3 weeks	8%
7 - 10 years	4 weeks	10%
10 - 20 years	5 weeks	12%

Members of Unifor who complete twenty (20) years or more of continuous service with Local 40 will receive one (1) week off at regular pay in addition to their regular entitlement.

- (b) A Unifor member who is entitled to six (6) weeks' vacation may by mutual agreement carry one week over to the next vacation year.
- (c) Unifor members, each year on the anniversary date of their employment with Local 40, shall receive in cash the difference between their regular vacation pay and the percentage method as outlined in Article 10.06 of this agreement provided the percentage calculation is greater.

10.07

Employees hired after January 1st 2011

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

(See Letter of Understanding #3)

11.01

- (a) Employees who become disabled due to illness or injury will receive their regular monthly salary for a period not to exceed six (6) 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 4 and Local 40 reserves the right to take legal action to recover money from a third party if the employee does not reasonably pursue his/her 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.

11.02

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

11.03

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 his/her occupation by either a physician or WorkSafe. The said employee shall be reinstated to his/her former position with all rights and conditions formerly enjoyed.

11.04

Employees who have been laid off will continue to receive Health Care as per the existing Health Care Plan for a maximum of three (3) months, the cost to be borne by Local 40.

11.05

- (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 twenty-six (26) week waiting period a benefit of eighty percent (80%) of an employee's normal pre-disability salary to a maximum of three thousand five hundred dollars (\$3,500.00) per month. Benefits may be payable until age sixty-five (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 thirty (30) days to decide whether or not to receive his/her 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 he/she 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 forty dollars (\$40.00) 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 31st, 1994 the employee will receive a pension benefit of forty dollars (\$40.00) per month payable at age sixty-five (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, he/she will be eligible to receive severance pay per Article 13 at the employee's base rate salary at the time the LTD claim commenced.

11.06

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

11.07 PENSION PLAN

Local 40 established the Pension Plan for Executive, Union Representatives, and the Office Manager effective from January 1st, 1992. Effective November 1st, 2003, the employees in **Unifor** 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 **Unifor** 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 two percent (2%) from November 1st, 2003 for the Support Staff and, two percent (2%) from Jan 1st, 2002 for the Union Representative/ Organisers and the Office Manager.

Effective Jan 1st, 2011 the following changes apply to the plan:

- (1) The normal retirement age changes from fifty-five (55) to sixty-five (65);
- (2) The plan changes to a Final Average Career Earnings;
- (3) The Career average formula moves from two percent (2%) to one percent (1%).

11.08

- (a) Local 40 agrees to provide a Dental Care plan with an annual allowable dental benefit of two thousand dollars (\$2000.00), and
- (b) With a lifetime allowable orthodontics benefit of fifteen hundred dollars (\$1500.00), and
- (c) Provide one (1) additional dental cleaning per year (i.e. maximum of two (2) per year) to each insured member and each eligible dependent ("cleaning" consists of an examination, cleaning and fluoride treatment of the teeth).

11.09

- (a) Local 40 will top up for eye exams up to seventy-five dollars (\$75.00) per year.
- (b) Local 40 to top up Eye Glass reimbursement to a maximum of five hundred dollars (\$500.00) every twenty-four (24) months.

11.10

- (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 1st, 2008.

- (b) Employer will top up to a maximum of three thousand dollars (\$3000) per member, per year, for treatment by any combination of a licenced Registered Phycologist and/or counsellor and/or licenced Massage Therapist.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 SICK LEAVE

Sick leave shall be ten (10) random days per year. If a sick leave goes beyond three (3) 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 ninety-five percent (95%).

If the employee receives short term disability benefits, only one of the ten (10) sick days shall be deemed to have been used. The Employer will cover the additional two (2) days. If the employee does not file for benefits, or is off for three (3) days or less, all sick days used shall be counted.

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

12.02 BEREAVEMENT LEAVE

In the event of death in the immediate family, an employee will be entitled to three (3) days off with pay. If travel is required the employee shall be entitled to five (5) 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.

12.03 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 **Unifor**.

- (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 **Unifor** and shall continue to accrue seniority.

12.04 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 **Unifor** and shall continue to accrue seniority.

12.05 UNPAID UNION LEAVE

A member shall be granted unpaid leave to attend to **Unifor** 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.

12.06 WORKSITE UNION BUSINESS

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

12.07 MATERNITY AND PATERNITY LEAVE

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

As per the EI Act, an employee will be allowed an additional thirty five (35) weeks for parental leave.

The employee must give written notification to the Employer at least two (2) 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 (2) weeks if the medical certificate confirms that the employee must leave her position earlier than forecast.

The following payments will apply:

- (1) Employees will receive no salary for the first two (2) weeks of leave;
- (2) Employees will receive a lump-sum payment equivalent to ninety three percent (93%) of two (2) weeks' salary;
- (3) Employees will receive the difference between ninety three percent (93%) of salary and EI benefits the employee is eligible to receive for seventeen (17) weeks;

- (4) Employees will receive the difference between ninety three percent (93%) of salary and EI benefits the employee is eligible to receive for the additional ten (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 fifty-two (52) weeks, including the paid leave of absence.

An employee shall indicate at the time of taking such leave whether she/he opts for the additional unpaid leave.

For regular employees on maternity/parental leave of absence, the Employer shall continue to pay for up to fifty-two (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

13.01 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.

13.02 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 he/she receives from the court as outlined under the Jury Act on the days he/she is normally scheduled to work except allowances intended to compensate for travelling and parking.

13.03 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.

13.04 SEVERANCE PAY

- (a) For service prior to December 31st, 2010 employees shall be entitled to receive two (2) weeks' severance pay for each year of continuous service at their December 31st, 2010 minimum wage rate with the exception of those employees covered in Article 11.05. All said employees who have

accrued severance pay shall be identified in LOU #6 along with the amounts owing, which will be payable upon termination.

- (b) For service after January 1st, 2011 employees identified in LOU #6 as described above shall be entitled to receive one (1) week severance pay for each year of continuous service at their current minimum wage rate with the exception of those employees covered in Article 11.05.

The last year of severance pay shall be pro-rated where the time served is less than one (1) year.

- (c) 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.
- (d) The Employer and Unifor 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.
- (e) 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.
- (f) Employees working less than full-time hours shall have their severance pay calculated on a pro rata basis.
- (g) Any employee upon acceptance of their severance pay shall deemed to have terminated their employment with UNITE HERE, Local 40.
- (h) For any employee hired after January 1st, 2011 who is laid off, such employee shall receive severance pay in the amount of one (1) week of pay for every year of service up to a maximum of fifteen (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.

13.05 MILEAGE (SUPPORT STAFF)

Employees shall be reimbursed for mileage when using her/his car on Employer business. The rate shall be thirty-three cents (\$0.33) per kilometre.

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

13.06 CAR ALLOWANCE (UNION REPRESENTATIVES)

- (a) Union Representatives will receive the following car allowance per month:

Effective July 1st, 2006: \$ 600.00

- (b) Union Representatives' /Organizers will be allowed four tires, if required and approved, over a twenty-four (24) month period, identified September 1 through August 31st.
- (c) Local 40 will not unreasonably deny a Union Representative from choosing either the car allowance or a suitable lease vehicle. 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.
- (d) Outstanding leased automobile turned in by a severed employee: It is understood and agreed that in the event a replacement employee is hired, they shall inherit the remainder of the term of the lease vehicle.
- (e) Each Union Representative/Organizer shall be entitled to oil changes and basic tune-ups as described in the vehicle's owner manual.
- (f) Union Representatives will not receive the car allowance for vehicles which are older than 2006. Current vehicles to be grandfathered

13.07 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 – one hundred percent (100%) of course fees upon successful completion of course;
- (b) Employee initiated – fifty percent (50%) of course fees upon successful completion.

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

13.08 BULLETIN BOARDS

The Employer shall provide a Unifor 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 Unifor members.

13.09 UNION BUG

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

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

13.10 HANDS FREE HEAD SET

Members will receive a re-imbursement of up to seventy five dollars (\$75.00) every two years for the purchase of a hands free head set.

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.

14.01 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.

14.02 GRIEVANCE PROCEDURE

- (a) Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he/she reports. 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 ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

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

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

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

(c) Step Two

In the event that a resolution of the grievance, satisfactory to **Unifor** 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 **Unifor** representative, and a person or persons designated by Local 40.

This Step must be taken by notice in writing within five (5) days of the date on which the written answer was delivered in Step One.

(d) Step Three

In the event that a resolution of the grievance, satisfactory to **Unifor** and Local 40 does not result in Step Two, either **Unifor** 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 14.06.
- (2) Go to a single Arbitrator as agreed in (e) below.
- (3) Go directly to full arbitration at Step Four.

- (e) If both parties agree, the grievance may be heard by a single Arbitrator. The parties shall have five (5) working days to agree on an arbitrator. Failing such agreement, either party may request the Minister of Labour to appoint such Arbitrator. Clauses 14.04 and 14.05 shall apply to such single Arbitrator.

(f) Step Four

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

(g) Unifor and Local 40 Policy or General Grievance

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

- (h) 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 14.06 (b).

14.03 ARBITRATION BOARD

Seven (7) full days (excluding Sundays and holidays) shall be allowed for the setting up of a Board of Arbitration. It shall be composed of one (1) representative of **Unifor** and one (1) representative of Local 40, and these two members shall then select an impartial chair. In the event of failure of these two (2) representatives agreeing on a chair, the Minister of Labour shall be asked to appoint one.

14.04 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 (5) days and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the arbitration board, and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the arbitration board by agreement of the parties.
- (c) Each party to the arbitration will bear the 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.

14.05 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*.

14.06 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; and
- (3) make written recommendations to resolve the difference;

Within five (5) days of the date of the receipt of the request; and for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

(c) Cost Sharing

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 (5) working days of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.

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

(f) **Binding Recommendations**

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

14.07 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.

14.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

- (a) Unifor 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 **Unifor**, and to provide further written advice of changes made in the list from time to time.
- (b) Local 40 agrees to provide Unifor 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 - LOCAL 40 OFFICERS AND EXECUTIVE BOARD

15.01 SUPPORT STAFF

- (a) An Executive Board member who is filling in on an interim basis, for sick leave or vacation will be required to pay Unifor union dues.
- (b) If revenue declines and/or the total number of members in a geographical area reaches the point where continued employment of a full time or part time employee is no longer economically viable, the local union must offer all other hours available within Unifor's jurisdiction to the employee in question before utilizing the services of an Executive Board member or a

staff representative to provide Unifor bargaining unit assistance to the membership.

The Executive Board Member that may be utilized shall not exceed six (6) consecutive calendar months from the date he/she was temporarily appointed and shall be subject to Article 15.01(a).

15.02 UNION REPRESENTATIVES

- (a) It is understood and agreed the following named Officers:

President/Administrator
Vice-President
Financial Secretary-Treasurer

Shall perform any and all duties required on behalf of the membership.

- (b) When there is a Union Representative off sick or on vacation, an Executive Board member may be appointed to fill in on an interim basis until the Union Representative returns to work. Should these duties extend beyond the probationary period (up to a maximum of six (6) months) these Officers would be required to become members of **Unifor** and would be governed by all terms and conditions of this Collective Agreement.
- (c) An Executive Board Member who is filling in on an interim basis, as outlined above will not be required to pay dues to Unifor.
- (d) If revenue declines and/or the total number of members in a geographical area reaches the point where continued employment of a full time Union Representative is no longer economically viable, the local union must offer all other hours available within Unifor's jurisdiction to the Union Representative in question before utilizing the services of an Executive Board member or a staff representative to provide Unifor bargaining unit assistance to the membership.

The Executive Board Member that may be utilized shall not exceed six (6) consecutive calendar months from the date he/she was temporarily appointed.

ARTICLE 16 - POST-RETIREMENT BENEFIT PLAN

16.01

- (a) The Employer agrees to provide each Union Representative who retires with fifty dollars (\$50.00) 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:
- (i) retirement occurs on the employee's sixty-fifth (65th) birthday;

- (ii) the fifty dollars (\$50.00) 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 17 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

17.01 DEFINITION, NOTICE, DISCLOSURE AND CONSULTATION:

- (a) Wherever possible, Local 40 shall provide **Unifor** with up to six (6) 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 **Unifor** shall enter into meaningful consultation regarding such technological and/or procedural changes prior to implementation.

17.02

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.

17.03

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 he or she had accrued during employment at the end of the recall period or at such earlier time as he or she may elect to terminate.

17.04

A specified extension of the recall period, where recall is applied under 17.03 above, may be mutually agreed by the employee and Local 40, subject to written approval of Unifor.

**ARTICLE 18 - OCCUPATIONAL HEALTH AND SAFETY 18.01 JOINT
OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

18.01

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

ARTICLE 19 - WAGES

19.01 CLASSIFICATIONS

There shall be six job categories in the **Unifor** bargaining unit. They shall be Union Representative/Organizer, Office Manager, Executive Secretary, Secretary, and Dues/Administration and Reception. Wage adjustments to reflect classifications shall be effective September 1st, 2008.

19.02 NEGOTIATED WAGE INCREASES

From September 1, 2012 until August 31, 2016 Organizers and Staff will receive an additional \$20 per week, per year.

On January 1st, 2015 the new hire rate will be \$44,200.00/\$850 per week for Organizers/ Representatives and Dues Admin.

Collective Agreement Between Unite Here Local 40 & Unifor Local 467

Dated this day of , 2015.

For the Company:
UNITE HERE LOCAL 40



Robert Demand
President

For the Union:
UNIFOR



Gavin Davies
National Representative

APPENDIX "A"**JOB RATES AND CLASSIFICATIONS**
SUPPORT STAFF:

The following positions and rates shall apply, except as noted below. For any new hire, there shall be a probation rate of 5% less than the posted rate.

Classification	Hours /Day	Sep 1'12 Monthly + \$20.00/week	Sep 1'13 Monthly + \$20.00/week	Sep 1'14 Monthly + \$20.00/week	Sep 1'15 Monthly + \$20.00/week
Office Manager	6.5	\$5262.85	\$5349.52	\$5436.19	\$5522.86
Executive Secretary	6.5	\$4998.28	\$5084.95	\$5171.62	\$5258.29
Secretary	6.5	\$4540.25	\$4626.92	\$4713.59	\$4800.26
Dues/Admin	6.5	\$4191.76	\$4278.43	\$4365.10	\$4451.77

UNION REPRESENTATIVES/ORGANIZERS:

(a) Staff hired prior to January 1, 2011

Classification	Sep 1, 2012 + \$20.00/week	Sep 1, 2013 + \$20.00/week	Sep 1, 2014 + \$20.00/week	Sep 1, 2015 + \$20.00/week
Union Representative/ Organizer	\$6004.71	\$6091.38	\$6178.05	\$6264.72

(b) Staff hired after January 1, 2011

Classification	Sep 1'12 Monthly + \$20.00/week	Sep 1'13 Monthly + \$20.00/week	Sep 1'14 Monthly + \$20.00/week	Jan 1'15 Monthly + \$20.00/week	Sep 1'12 Monthly + \$20.00/week
Organizer/Union Rep/Dues Admin				\$3683.33	\$3770.00
New Hire	\$3399.50	\$3486.17	\$3572.84		\$3659.51
12 month rate	\$3590.17	\$3676.84	\$3763.51		\$3850.18
24 month rate	\$3770.00	\$3856.67	\$3943.34		\$4030.01
Reception	\$2670.00	\$2756.67	\$2843.34		\$2930.01

RETROACTIVE PAY

Retroactive pay for all positions will be paid;

September 1st, 2012 to August 31st, 2013 \$20 per week, for full time positions.

September 1st, 2013 to August 31st, 2014, an additional \$20 per week, for full time positions.

All other positions will be pro-rated.

APPENDIX "B"

MANDATORY RETIREMENT POLICY

Effective September 1, 1996, Local 40 instituted a policy of mandatory retirement at age sixty-five (65). This policy covers all employees of Local 40, including the President, Elected Officers, Union Representatives, staff and secretarial staff.

This policy will accomplish three important goals:

1. The opportunities for the advancement of younger employees and interested Local 40 members at large will be enhanced.
2. Personnel planning for the future will be easier for the President and the Executive Board.
3. Employees at Local 40 will be encouraged to adequately plan for their retirement.

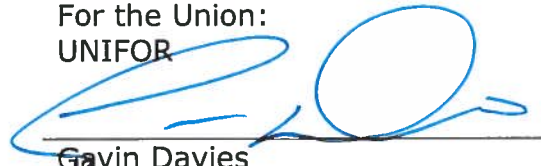
Dated this day of , 2015.

For the Company:
UNITE HERE LOCAL 40



Robert Demand
President

For the Union:
UNIFOR



Gavin Davies
National Representative


APPENDIX "C"

HARASSMENT AND DISCRIMINATION POLICY

Local 40 has retained the services of the outside firm, The Integrity Group, to provide a comprehensive harassment and discrimination policy for all staff. (Attached)

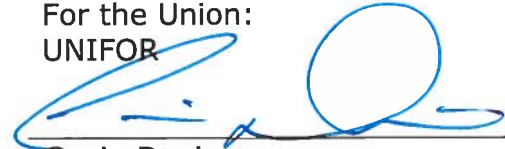
Dated this day of , 2015.

For the Company:
UNITE HERE LOCAL 40



Robert Demand
President

For the Union:
UNIFOR



Gavin Davies
National Representative

LETTER OF UNDERSTANDING #1

(December 1997)

BETWEEN:

UNITE HERE LOCAL 40

AND:

Unifor LOCAL 467

RE:

Unifor agrees to hold in abeyance Article 15.02 of the current Collective Agreement in recognition of new Bylaws which were effective March 1988 in which Article 4, Section 5 has been deleted.

Where a Union Representative becomes an Officer of the Union and then either by not pursuing re-election, or being defeated in an election, then becomes a Union Representative again, he/she will maintain his/her standing as a Union Representative. However, in the event that while in the capacity of Officer he/she breaches the high moral conduct of the International Union's Constitution or By-Laws or Local 40's Constitution or Bylaws, and it has been deemed by the International that he/she can no longer hold that position because of the breach, it is unacceptable that he/she have the ability to maintain employment as a Union Representative.

There would be a serious conflict, i.e., removed from office for cause and still possess rights to be employed by the Local.

With this in mind, as long as the Union Representative/Officer is not found to have committed an offence justifying his/her removal, that Officer can return as a Union Representative as per the terms of the Collective Agreement.

This Letter of Understanding will be extended to the expiry of the Officer's term of office.

Dated this day of , 2015.

For the Company:
UNITE HERE LOCAL 40


Robert Demand
President

For the Union:
UNIFOR


Gavin Davies
National Representative

LETTER OF UNDERSTANDING #2

BETWEEN:

UNITE HERE LOCAL 40

AND:

Unifor LOCAL 467

RE: PENSION FUNDING COMMITTEE

The parties agree that a joint committee of L40 and **Unifor** shall meet to review the current pension plan during the length of this collective agreement. The size of the committee is to be four (4) members, two (2) from L40 and two (2) from **Unifor**. The mandate of the committee is to recommend changes to the plan to be discussed in the next round of bargaining which may include but not limited to:

- (1) See plan funding stabilized at eighteen percent (18%) of earnings once it is fully funded on a going forward basis;
- (2) To leave any surpluses in the plan for fund improvements;
- (3) To investigate alternative options for the plan.

Dated this day of , 2015.

For the Company:
UNITE HERE LOCAL 40



Robert Demand
President

For the Union:
UNIFOR



Gavin Davies
National Representative

LETTER OF UNDERSTANDING #3

BETWEEN:

UNITE HERE LOCAL 40

AND:

Unifor LOCAL 467

RE: HEALTH AND WELFARE PLAN

The parties agree that a joint committee of Local 40 and Unifor shall meet to review the Health & Welfare Plan and its provisions.

Dated this day of , 2015.

For the Company:
UNITE HERE LOCAL 40


Robert Demand
President

For the Union:
UNIFOR


Gavin Davies
National Representative

LETTER OF UNDERSTANDING #4

BETWEEN:

UNITE HERE LOCAL 40

AND:

Unifor LOCAL 467

RE: FLEX TIME

The parties agree that a joint committee of the Employer and Unifor and its members shall meet to explore workable options for flex time.

Dated this day of , 2015.

For the Company:
UNITE HERE LOCAL 40



Robert Demand
President

For the Union:
UNIFOR



Gavin Davies
National Representative

LETTER OF UNDERSTANDING #5

BETWEEN:

UNITE HERE LOCAL 40

AND:

Unifor LOCAL 467

RE: PART TIME SUPPORT STAFF

If during the period of the collective agreement the employer requires a part time Support Staff position, the parties agree to meet to discuss and agree upon the delivery and payment of health and welfare benefits and entitlements. If agreement cannot be reached the parties will seek the assistance of a 3rd party as outlined in the grievance procedure.

Dated this day of , 2015.

For the Company:
UNITE HERE LOCAL 40



Robert Demand
President

For the Union:
UNIFOR



Gavin Davies
National Representative

