



COLLECTIVE AGREEMENT

Between

**KOERNER'S PUB
(H.K. Commerce)**

and

**CANADIAN UNION OF
PUBLIC EMPLOYEES
CUPE Local 116**

October 1, 2015 – September 30, 2020

TABLE OF CONTENTS

PREAMBLE	- 1 -
ARTICLE 1 – MANAGEMENT RIGHTS	- 1 -
1.01	- 1 -
ARTICLE 2 – UNION RECOGNITION	- 1 -
2.01 Bargaining Authority	- 1 -
2.02 Union Officers and Committee Members-	- 1 -
ARTICLE 3 – NO DISCRIMINATION	- 2 -
3.01	- 2 -
3.02 Harassment	- 2 -
ARTICLE 4 – UNION MEMBERSHIP AND DUES CHECK OFF-	4 -
4.01 Membership Requirements	- 4 -
4.02	- 4 -
4.03	- 4 -
4.04	- 4 -
4.05 Union Orientation Meeting for New	
Employees	- 5 -
ARTICLE 5 – DEFINITIONS	- 5 -
5.01	- 5 -
5.02	- 5 -
5.03	- 5 -
5.04	- 6 -
5.05	- 6 -
5.06	- 6 -
ARTICLE 6 – NO STRIKES OR LOCKOUTS	- 6 -
6.01	- 6 -
6.02 Picket Lines	- 6 -
ARTICLE 7 – WORKING COMMITTEE	- 6 -
ARTICLE 8 – GRIEVANCE PROCEDURE	- 7 -
8.01	- 7 -
8.02	- 7 -
8.03	- 7 -
8.04	- 8 -
8.05	- 8 -
8.06	- 9 -
8.07	- 9 -
8.08	- 9 -
ARTICLE 9 – ARBITRATION PROCEDURES	- 9 -
9.01	- 9 -
9.02	- 9 -
9.03 Grievance Settlement	- 10 -

ARTICLE 10 – DISCIPLINE/DISCHARGE	- 11 -
10.01	- 11 -
10.02 Right to Have a Steward Present	- 11 -
10.03	- 11 -
ARTICLE 11 – SENORITY	- 11 -
11.01	- 11 -
11.02	- 11 -
11.03	- 12 -
11.04	- 12 -
ARTICLE 12 – PROMOTIONS AND STAFF CHANGES	- 12 -
12.01	- 12 -
12.02	- 12 -
12.03 Trial Period:	- 13 -
ARTICLE 13 – LAYOFF AND RECALL	- 13 -
13.01	- 13 -
13.02	- 13 -
13.03	- 13 -
13.04	- 13 -
13.05	- 14 -
13.06	- 14 -
ARTICLE 14 – HOURS OF WORK AND OVERTIME	- 14 -
14.01 Normal Hours – Permanent Employees	- 14 -
14.02 Normal Hours – Student Employees	- 14 -
14.03 Breaks	- 15 -
14.04	- 16 -
14.05	- 16 -
14.06	- 18 -
14.07	- 18 -
ARTICLE 15 – PAID HOLIDAYS	- 19 -
15.01	- 19 -
15.02 Payment Procedure	- 19 -
ARTICLE 16 – ANNUAL VACATIONS	- 19 -
16.01 Entitlement	- 19 -
16.02 Vacation Scheduling	- 20 -
ARTICLE 17 – LEAVES OF ABSENCES	- 20 -
17.01 Union Business Leave	- 20 -
17.02 Bereavement Leave	- 21 -
17.03 Jury or Court Witness Duty	- 21 -
17.04 Maternity, Adoption and Paternal Leave	- 21 -
17.05 General Leave	- 22 -
ARTICLE 18 – WAGES	- 22 -
18.01	- 22 -
18.02 Increment Steps Defined	- 23 -
18.03	- 23 -

ARTICLE 19 – JOB CLASSIFICATIONS/RECLASSIFICATION-		23 -
19.01	Job Description	- 23 -
19.02	Changes in Classification	- 23 -
ARTICLE 20 – HEALTH AND SAFETY		- 24 -
20.01	Health and Safety Committee	- 24 -
20.02		- 24 -
20.03	Transportation of Employees Requiring Emergency Medical Care	- 24 -
20.04	Cooperation on Safety	- 24 -
20.05		- 25 -
20.06		- 25 -
20.07		- 26 -
ARTICLE 21 – GENERAL CONDITIONS		- 26 -
21.01	Continuation of Acquired Rights	- 26 -
21.02	Bulletin Board	- 26 -
21.03		- 26 -
21.04	Training and Development	- 27 -
ARTICLE 22 – CONTRACTING OUT		- 27 -
22.01	Bargaining Unit Work	- 27 -
22.02	Contracting Out	- 27 -
ARTICLE 23 – TERMS OF AGREEMENT		- 27 -
23.01	Duration	- 27 -
23.02		- 27 -

PREAMBLE

The purpose of this Agreement is to establish mutually satisfactory working conditions, wages and benefits for the employees to maintain collective bargaining relations between the Employer and the Union and to provide for the prompt resolution of disputes.

ARTICLE 1 – MANAGEMENT RIGHTS

- 1.01** The management and the direction of the working force is vested with the Employer, except as in this Agreement is otherwise specified.

ARTICLE 2 – UNION RECOGNITION

2.01 Bargaining Authority

The Union is the sole bargaining authority for all Food and Beverage employees of the Employer.

2.02 Union Officers and Committee Members

- a) Recognition: The Employer recognizes Stewards and other Union representatives selected by the Union for the purpose of representing employees on matters pertaining to this Collective Agreement and shall not discriminate against such representatives for carrying out the duties proper to their position. Shop Stewards shall be selected from members of the bargaining unit.
- b) Limitation: The number of Stewards recognized by the Employer shall not exceed three (3) at any one time and the Union shall notify the Employer in writing of the names of these Stewards.
- c) Access: An authorized representative of the Union shall be permitted to enter the premises at a reasonable time in the interest of the employees covered by this Agreement, provided that the Food and Beverage Manager or designate is first contacted and his/her approval has been received, which approval shall not be unreasonably denied. The Union agrees that there will be no disruption of employees' duties by the Union representative entering the premises.

- d) Union officers, stewards and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing duties, including work performed on various committees, shall be considered as time worked.
- e) When an employee has been selected by the Union to attend a conference, convention or other union function, the Union will reimburse the Employer for the employee's wages if the Employer replaces the employee on such leave.
- f) A suitable meeting room in the Employer's facility will be available for Stewards to meet with members when investigating complaints and/or grievances.

ARTICLE 3 – NO DISCRIMINATION

3.01 There will be no discrimination against any employee by reason of his/her race, colour, creed, national origin, marital status, age, sex, sexual orientation, family relationships, disability, political or religious affiliations, citizenship, place of residence, nor by reason of his or her membership or activity in the Union.

3.02 Harassment

- a) The Employer recognizes the right of employees to work in an environment that is harassment free.
- b) The following definitions of harassment apply for all purposes of this Agreement.
 - 1 Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought to be reasonably known to be unwelcome and shall include, but is not limited to:
 - a. sexual solicitation or advances; inappropriate touching or sexual comments; or
 - b. any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after improper conduct is rejected.

- 2 Personal harassment is defined as: verbal threats and/or verbal abuse; derogatory comments that ought reasonably to be known to be offensive; physical threats and/or physical abuse; psychological abuse; intimidation; gender or ethnic based jokes, insults or taunting, and derogatory comments about an employee's sexual orientation.
- c) Nothing in the above definitions or in the application of this article is intended to reduce, restrict or fetter in any way the Employer's right and ability to manage and/or discipline its employees.
 - d) As an alternative to making a formal complaint under section (e), employees who feel they have been harassed, may take the matter up, informally, with the Union and/or the Food and Beverage Manager or, if the Food and Beverage Manager is involved in the complaint, with the Chair of the House Committee. When the matter cannot be resolved on an informal basis, the complainant has the right to make a formal complaint under section (e).
 - e) Employees wishing to file a formal harassment complaint shall do so, in writing, to the Food and Beverage Manager or to the Chair of the House Committee, if the Food and Beverage Manager is involved in the complaint, within a reasonable period of time following the alleged offence. The Union shall receive a copy of all such complaints. The employee may be accompanied by a representative of the Union at all meetings she/he attends regarding the complaint, if the employee so desires.
 - f) The Food and Beverage Manager or the Chair of the House Committee shall investigate the complaint and, in consultation with the Union, take such actions as are necessary to resolve the matter. The Employer shall endeavor to complete its investigation within fourteen (14) calendar days following receipt of the complaint. If the parties are unable to resolve the matter to their mutual satisfaction, either party may refer the matter to the arbitration procedure under this Agreement for resolution.
 - g) All complaints and discussions regarding complaints of sexual harassment lodged under this article shall be treated in the strictest confidence.
 - h) An employee, who initiates a complaint under this article, shall not thereafter institute any alternative method or procedures outlined in this article until they have been completed.

- i) If a complaint of harassment under this policy is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate disciplinary action against the employee lodging the complaint, up to and including dismissal.

ARTICLE 4 – UNION MEMBERSHIP AND DUES CHECK OFF

4.01 Membership Requirements

- a) All employees shall maintain membership in the Union throughout their employment.
- b) The Union shall not, without good and sufficient cause, refuse an employee applying for membership nor suspend or expel any members from membership.

4.02 Check-off of Union Dues

All employees will be required to sign an authorization for dues, initiation fees and assessments deductions. A copy of this authorization will be sent to the Union.

The Employer has no financial responsibility for the fees, dues or assessments of an employee, unless the Employer owes the employee sufficient unpaid wages to pay the fees, dues or assessments assigned.

4.03 Transmittal to Union

Before the tenth (10th) working day of the following month, the Employer will forward the collected dues, by cheque, to the Treasurer of the Union, together with a detailed list of names and amounts deducted.

4.04 Year End Statement of Members' Dues Deductions

T-4 income tax forms issued to employees will include the amount of Union dues deducted in the previous calendar year.

4.05 Union Orientation Meeting for New Employees

A Union representative shall be given an opportunity to meet and acquaint new employees with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

Such meeting shall take place within regular working hours, without loss of pay, for a maximum of thirty (30) minutes at such time as mutually agreed between the Union and the Employer at the beginning of each semester.

If required, an additional orientation meeting(s) may take place part way through the semester.

ARTICLE 5 – DEFINITIONS

5.01 Probationary Employee: is any newly hired employee who has not successfully completed the probationary period under Article 11.02.

5.02 **Permanent Employee: is an employee who has successfully completed the probationary period and who works a regular work schedule as defined in Article 14.01. The Employer shall maintain two (2) permanent (non-student) positions (one of each classification as provided for in Schedule ‘A’ of this Agreement, denoted with a single *), if needed, which shall have a minimum thirty-two (32) hours per week.**

5.03 Student Employee: is an employee who is currently registered as a UBC graduate **or undergraduate** student.

Preference for new hires shall be given to currently registered UBC graduate students over undergraduate students.

- a) Student employees normally work less than full-time hours in accordance with Article 14.05. They normally work a maximum of twenty (20) hours per week.
- b) Student employees shall normally be permitted to work for one (1) four (4) month semester period immediately following their convocation.

- c) Student employees shall only be eligible for the terms and conditions of this Agreement where such eligibility is explicitly stated.

5.04 Casual Employee: is an employee hired on an as needed basis to assist or supplement the student employee work force in the performance of bargaining unit work. Casual employees shall remain on probationary employee status for the full period of their employment and shall be eligible only for those terms and conditions of this Agreement where such eligibility has been explicitly stated. The period of employment for any casual employee shall not exceed four (4) consecutive calendar months without the approval of the Union, which approval shall not be unreasonably denied.

5.05 Where the feminine gender is used in this Agreement, it shall impart the masculine and where the singular tense is used it shall impart the plural or bodies incorporate.

5.06 Spouse: Shall mean a person living with an employee as a spousal partner for a period of not less than twelve (12) months.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01 There shall be no strikes or lock outs during the term of this Agreement.

6.02 Picket Lines

Employees shall not be required to cross legal picket lines, nor perform the work of other workers who are on a legal strike or who have been legally locked out. Employees who otherwise would have been working shall be deemed to be on unpaid leave for the period relevant to this provision.

ARTICLE 7 – WORKING COMMITTEE

- a) The Parties shall form a Working Committee, comprising a maximum of three (3) representatives appointed by each party.

- b) The Working Committee shall meet on an annual quarterly basis or as soon as reasonably possible after a request for a meeting by either Party. The purpose and mandate of the Committee is to discuss any matter of mutual interest, however active grievances shall not be discussed by the Committee. The Party requesting a meeting shall inform the other Party of the issues they wish to discuss, and an agenda will be developed prior to the meeting. Only items on this agenda shall be discussed, unless the Parties agree otherwise.

- c) The Working Committee shall meet at a time and place mutually agreed to by both Parties. Where the Committee meets during an employee member's regularly scheduled working hours, the employee's time will not be deducted for attending such meetings and he/she shall be paid his/her regular straight time wages while so attending, as if he/she had continued to work. Any time spent attending committee meetings outside of an employee's regularly scheduled work hours shall be considered as hours worked and shall be paid by the Employer; however, such hours shall be reimbursed by the Union, pursuant to Article 18.01 of this Agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01** For purposes of this Agreement, a grievance is defined as any difference concerning the dismissal, discipline or suspension of any employee, or any difference concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether such matter is arbitrable.

- 8.02** All grievances arising during the term of this Agreement shall be finally and conclusively settled using the following procedures, without a stoppage of work.

- 8.03** When an employee believes she/he has a grievance, she/he shall first discuss the complaint with her/his immediate non-union supervisor, in an attempt to resolve the matter on an informal basis, if possible.

8.04 Grievance Procedure

- a) Step 1: When the matter cannot be resolved informally under section 8.03, the Union's steward shall present the grievance, in writing, to the Food and Beverage Manager, or designate. If possible, the grievor shall be in attendance when the grievance is presented and discussed at this Step. Grievances must be formally initiated under this procedure within fourteen (14) calendar days following the incident-giving rise to the grievance, or within fourteen (14) calendar days after the grievor or the Union first becomes aware of such incident.
- b) Step 2: When the grievance is not settled within seven (7) calendar days of being presented at Step 1, a representative of the Union shall present the grievance to the President of the GSS. If possible, the Food and Beverage Manager and the grievor shall be in attendance when the grievance is presented and discussed at this Step.
- c) Step 3: When the grievance is not settled within seven (7) calendar days of being presented to the President of the GSS at Step 2, either party may submit the grievance to arbitration for final resolution pursuant to Article 9.

8.05

- a) Where a grievance arises involving a general application of interpretation of this Agreement, or where a group of employees has a grievance, the Union shall initiate such grievance at Step 1, within the time limits set-out in that Step.
- b) Should the Employer have a grievance, it shall forward same to the Union's President, in writing within fourteen (14) calendar days following the incident giving rise to the grievance, or within fourteen (14) calendar days after it first becomes aware of such incident. The Union and the Employer shall meet to discuss Employer grievances within seven (7) calendar days, after the grievance has been received by the Union.
- c) If an Employer grievance is not settled within seven (7) calendar days after the first meeting referred to above, it may be submitted to arbitration by either party for final resolution pursuant to Article 9.

- 8.06** The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent and such extensions shall not be unreasonably denied.
- 8.07** Employees shall be permitted the necessary time, without loss of pay, to attend to the adjustment of their grievances under section 8.04, provided such adjustment takes place during the employee's normal working hours.
- 8.08** The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

ARTICLE 9 – ARBITRATION PROCEDURES

- 9.01** Within ten (10) calendar days of notice that a grievance is being advanced to arbitration, the parties will attempt to agree on a single arbitrator to hear the matter. Should the parties fail to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator to hear the matter.
- 9.02** The arbitrator is to be governed by the following provisions:
- a) The arbitrator shall hear and determine the subject of the grievance and shall issue a decision, which is final and binding upon the Parties and upon any employee affected by it.
 - b) Each of the Parties shall pay one-half (1/2) of the expenses of the arbitrator.
 - c) The arbitrator shall determine his/her own procedures, but shall give full opportunity to all Parties to present evidence and make representations.
 - d) The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
 - e) The Parties and the arbitrator shall have access to the employer's premises to view working conditions, machinery

or operations, which may be relevant to the resolution of the grievance.

- f) The arbitrator shall have the power to modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- g) The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.

9.03 Grievance Settlement

The parties may mutually agree, on an individual case-by-case basis, to submit grievances for settlement in accordance with the following sections:

- a) A grievance may be submitted for settlement under this section at any step of the Grievance Procedure up to and including referral to Arbitration.
- b) Once a grievance has been referred to this process, the parties shall prepare an agreed statement of facts, which shall include the issue in dispute, the remedy sought, and the respective position of the parties.
- c) The procedures for this grievance settlement process shall be consistent with those used by officers under Section 105 of the Labour Relations Code, except that their recommendations for settlement shall be binding to the degree necessary to settle the grievance referred to them on a “without prejudice or establishing precedent” basis, unless the parties mutually agree otherwise.
- d) The grievance settlement officer for the purpose of this grievance settlement process shall be selected in consultation with the Director of the Collective Agreement Arbitration Bureau.
- e) Any expenses of the grievance settlement officer shall be shared equally between the parties.

ARTICLE 10 – DISCIPLINE/DISCHARGE

10.01 Employees shall not be disciplined or discharged except for just cause. The Employer shall provide those employees, whom it suspends or discharges, with the reasons for such disciplinary action, at the time of taking such action. The Employer shall forward its reasons to the employee in writing, within three (3) calendar days, with a copy to the Union.

10.02 Right to Have a Steward Present:

The Employer shall notify employees in writing, of their right to have a Shop Steward or Union Executive Member present at any meeting with management where disciplinary action is to be taken, including meetings called by the Employer for the purpose of investigating the employee's actions, prior to the Employer making its disciplinary decision. The Employer shall notify the employee sufficiently in advance of the purpose of the meeting in order that the employee may contact his/her steward or Union Executive Member to be present.

10.03 Any disciplinary documents shall be removed from personnel files after twelve (12) months has expired from the date such document was placed therein, provided no other disciplinary document has been placed on the employee's file during this period.

ARTICLE 11 – SENORITY

11.01 All employees shall have their seniority calculated from the initial date of hire.

11.02 Probationary Period for Newly-Hired Employees

All newly hired employees shall be required to complete a three (3) month probationary period or the completion of 100 accumulated hours worked, whichever comes first, which may only be extended by up to one (1) additional month upon mutual agreement between the Employer and the Union. This probationary period provides an opportunity for the Employer to assess each employee's suitability for continued employment and

the Employer reserves the right to terminate the employment of any probationary employee whom it finds unsuitable. The Food and Beverage Manager is expected to inform the probationary employee and the President of the GSS about the reasons for unsuitability in writing within three (3) calendar days of such action taken. In case of a grievance, the probationary employee can present his/her case through a Shop Steward or Union Executive Member within fourteen (14) calendar days following the incident giving rise to the grievance, to a committee comprised (but not limited to) of the President of the GSS. The committee will be empowered to reverse the decision of termination, if need be. The Food and Beverage Manager and the grievor shall be in attendance when the grievance is presented and discussed.

11.03 Seniority List

The Employer shall maintain seniority lists showing the seniority date as defined in Article 11.01 of each employee and in accordance with Article 11.04 of this Agreement. Separate seniority lists shall be maintained for **permanent**, student and casual employees. The seniority list shall be updated and posted at the beginning of each of the three (3) academic semesters, with a copy being forwarded to the Union.

- 11.04** Employees granted an unpaid leave of absence under this Agreement shall have their seniority “frozen” at the time of taking the leave. They shall not accumulate additional seniority during the period of the leave, save and except leave for Union business under Article 18.01 (a) and (b), when the employee in question shall be credited with the quantum of seniority which would have been earned had the employee continued to work.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

- 12.01** Vacancies in permanent positions, which the Employer intends to fill, shall be posted for seven (7) calendar days on the Union bulletin board.

- 12.02** When filling posted vacancies, the Employer shall give primary consideration to the qualifications, experience, skill and ability of the applicants within the bargaining unit for the position. When

the qualifications, experience, skill and ability of two (2) or more applicants from within the bargaining unit are considered equal, seniority shall be the determining factor.

Where there is no applicant who meets those factors from within the bargaining unit, external candidates may be given consideration, with first preference going to graduate students.

12.03 Trial Period:

Employees who are transferred or promoted will be appointed to their new position on a trial basis for a period of **three (3) months or the completion of eighty (80) accumulated hours worked, whichever comes first**, to determine the employee's suitability for the job. Such periods may only be extended by mutual agreement of both parties. If the employee is unable to meet the job requirements or finds the job unsuitable she/he shall be returned to the former job held.

ARTICLE 13 – LAYOFF AND RECALL

13.01 Employees shall be laid off within each classification in reverse order of their seniority.

13.02 a) Except in cases of strikes, lockouts, or other circumstances beyond its control, the Employer shall notify employees, who are to be laid off, in accordance with the notice requirements of the Employment Standards Act, or successor act.

b) When an employee is not given opportunity to work during such notice period, she/he shall be paid for those days upon which work was not made available.

13.03 Employees who are subject to lay off and have been provided with working notice or pay in lieu of notice, in accordance with the Employment Standards Act and Article 13.01 and 13.02 of this Agreement, may choose to remain on the recall list in seniority order for six (6) months from the date of their layoff.

13.04 a) Laid-off employees on the recall list shall be recalled, in seniority order, to positions for which they have the required

qualifications, experience skill and ability, before new employees are hired.

- b) Laid-off employees shall be recalled on this basis, provided they respond within forty-eight (48) hours of the initial contact by the Employer.

13.05 a) The Employer shall specify the time the recalled employee is to report for work.

- b) Employees who fail to respond within forty-eight (48) hours after being contacted by the Employer, or who fail to report for work at the time specified by the Employer, shall have their names removed from the recall list.

- c) Employees, who have sufficient reasons for not responding within forty-eight (48) hours after being contacted by the Employer, or who have sufficient reasons for not reporting for work at the time specified by the Employer, shall be placed at the bottom of the recall list for purposes of future recall.

13.06 Laid-off employees on the recall list are required to keep the Food and Beverage Manager or designate informed of their current addresses and phone numbers. The Employer shall be deemed to have met its recall obligations under this Agreement by attempting to contact employees it is seeking to recall, at their last known address on file.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.01 Normal Hours – Permanent Employees

The normal hours of work for permanent employees shall consist of a minimum of four (4) days during a seven (7) day period for a minimum total of thirty-two (32) hours a week worked. Permanent employees cannot be scheduled more than five (5) consecutive days without attracting overtime rates.

14.02 Normal Hours – Student Employees

- a) Student employees shall be scheduled in accordance with Article 14.05 so as to best meet the Employer's operational requirements.

- b) Student employees normally work a maximum of twenty (20) hours per week.
- c) **Student employees must provide a minimum availability of two (2) shifts per week. Where a student employee cannot provide the minimum availability due to exceptional circumstances, the employee must notify the Employer in advance to request an exemption. It is understood that such requests for exemption under this provision may be granted at the Employer's discretion, operating reasonably, fairly, and in good faith.**
- d) Student employees shall normally receive a minimum of four (4) hours pay for any shift in which they actually commence work. This notwithstanding, student employees may request or agree to work a shift of not less than one (1) hour duration and be paid only for the time actually worked. The Employer reserves the right to grant such requests on the basis of its operational requirements. Student employees called to staff meetings shall receive two (2) hours pay; should staff meetings last longer than two (2) hours, student employees shall be paid for the actual time in attendance at the meeting, whichever is greater.

14.03

Breaks

In accordance with operational requirements, employees will be entitled to the following:

Four (4) hour shift — one (1) fifteen (15) minute break

The Employer shall schedule employee breaks on the following basis:

Any shifts more than Four (4) hours and up to six (6) hours —
two (2) fifteen (15) minute breaks

Any shift over six (6) hours — three (3) fifteen (15) minute
breaks

14.04 Overtime and Overtime Rates

a) Daily Overtime:

Employees who work over 8 hours in a day will be paid:

- 1) 1.5 times the regular wage for the time over 8 hours, and
- 2) 2 times the regular wage for any time over 11 hours.

b) Weekly Overtime:

Employees who work over 40 hours a week will be paid:

- 1) 1.5 times the regular wage for the time over 40 hours, and
- 2) 2 times the regular wage any time over 48 hours.

14.05 Student Employee Work Scheduling

a) Student employees shall provide their availability for work, and this availability should be updated as their situation changes.

b) There are four (4) distinct student employee classifications for scheduling purposes:

1. **Bar/Server Staff**
2. **Line Cook**
3. **Dishwasher/Support Staff**
4. **Doorperson**
5. **Shift Supervisor**

c) Shift Supervisors have a responsibility to direct and monitor the work of other members of the bargaining unit. There shall be one (1) Shift Supervisor scheduled when a **permanent employee or Manager** is not scheduled or is unavailable for a

duration of one (1) hour or longer. When assigned, the Shift Supervisor shall receive a premium rate of pay in accordance with Schedule "A" of this Agreement. It is understood that these duties are in addition to the employee's regular duties. It is agreed between the Parties that student employees shall be given priority when appointing a Shift Supervisor.

- d) Student employees shall be given priority and scheduled according to seniority, availability and ability and in accordance with Article 5.04 of this Agreement.
- e) Student employees who cannot work scheduled shifts shall endeavor to find another student employee for that shift, while keeping the Food and Beverage Manager informed.
- f) Student employees who cannot work scheduled shifts due to illness shall provide the Food and Beverage Manager with as much advance notice as is possible. Those students shall not be responsible for finding replacements.
- g) Student employees are required to work all scheduled shifts, unless they are sick and/or disabled, or **in the event of an exceptional circumstance.**
- h) On the first occasion that a student employee is absent from work in contravention of subsection (g), the employee shall receive a verbal warning; on the second such occasion the employee shall receive a written warning, and on the third such occasion, the employee shall be deemed to have resigned and his/her employment shall be terminated in all respects.
- i) The Employer retains the right to cancel previously scheduled student work when operational needs require. The Employer shall provide at least forty-eight (48) hours' notice to student employees scheduled to work or four (4) hours pay with the exception of **"Standby Shifts"**.
- j) **"Standby Shifts"** are defined as shifts that **are intended to service events or reservations, and/or** times of favourable weather. The Employer reserves the right to cancel **or reduce the number of "Standby Shifts" required based on operational needs in the event of a cancellation or reduced capacity of the function being held.** When a **"Standby**

Shift” cancellation occurs less than twenty-four (24) hours in advance, but more than two (2) hours in advance, the employee is entitled to two (2) hours pay. If less than two (2) hour notice is given by the Employer, the employee will receive four (4) hours pay. **“Standby Shifts” will be clearly identified on the posted schedule.**

- k) To minimize the impact upon student employees, **“Standby Shift”** cancellations will affect the least senior employee within each relevant job classification.

14.06 Additional Student Employee Work

Student employees who wish to work more than twenty (20) hours in a week shall make this desire known in writing to the Employer. The Employer shall maintain a list of such employees by classification, based upon seniority, availability and ability.

The Employer agrees to utilize this list when assigning additional student employee work to complete the regular pub schedule **for any shift scheduled at least twenty-four (24) hours in advance. For shifts needing to be assigned with less than twenty-four (24) hours lead time, the Employer may take whatever reasonable steps it deems necessary to fill the shift(s) in question.**

14.07 Posting of Schedule

Management will post the schedule for the following work week via paper and/or electronic means a minimum of five (5) days in advance (for instance, a Monday-Sunday schedule will be released on the Wednesday of the week previous).

ARTICLE 15 – PAID HOLIDAYS

15.01 Entitlement

- a) Permanent employees, who have completed thirty (30) calendar days service since their date of last hire, shall be entitled to the following holidays, without loss of pay:

New Year's Day
Family Day
Good Friday
Thanksgiving
Victoria Day
Remembrance Day

Canada Day
Christmas Day
Boxing Day
BC Day
Labour Day

Plus any other paid holiday that may be declared by the Federal or Provincial Governments.

- b) Permanent employees with less than thirty (30) days' service, student employees, and casual employees shall be eligible for paid holidays in accordance with the *Employment Standards Act*, which specifies eligibility if they worked fifteen (15) of the preceding thirty (30) calendar days.

15.02 Payment Procedure

- a) When a paid holiday falls during an eligible permanent employee's annual vacation, the employee shall be granted an additional day's vacation in lieu thereof.
- b) When a paid holiday falls on a non-working day, the employee shall not be paid for the holiday, but he/she shall be entitled to another working day off with pay in lieu thereof, to be taken at a mutually agreeable time.
- c) When an eligible permanent employee is required to work on a paid holiday, the employee shall be paid at the rate of time and one-half (1.5X) the employee's normal rate of pay for every hour so worked, plus (+) the employee shall receive a day off with pay in lieu of the holiday, to be taken at a mutually agreeable time.

ARTICLE 16 – ANNUAL VACATIONS

16.01 Entitlement

- a) Permanent employees shall be entitled to paid annual vacations on the following basis:

- 1) During the first (1st) calendar year or part calendar year of service: 1 ¼ day vacation for each month or part month greater than one-half (1/2) worked;
- 2) During the second (2nd) calendar year of continuous service: three (3) weeks;
- 3) Commencing with their third (3rd) calendar year of continuous service, employees shall receive one (1) additional day with pay for each additional year of service, to a maximum of five (5) additional days.

Rates of pay in each of the above cases shall be those which the employee would have received if he/she had worked.

For computation of vacation entitlement, employees shall be deemed to be in their second (2nd) calendar year on January 1st if they have service immediately preceding that date.

- b) **Student and casual** employees shall be eligible for vacation pay in accordance with the *Employment Standards Act*.

16.02 Vacation Scheduling

Each employee's annual vacation entitlement shall be taken as time off within twelve (12) months of the employee becoming entitled to it. The Employer reserves the right to schedule vacations so as to best meet its operational requirement.

ARTICLE 17 – LEAVES OF ABSENCES

17.01 Union Business Leave

- a) Upon request to the Employer, an employee elected or appointed to represent the Union at conventions or to perform any other function on behalf of the Union and its affiliation shall be allowed a leave of absence without loss of pay or seniority. Such leave shall not be unreasonably denied.
- b) An employee, who is elected or selected for a full time position with the Union or its affiliates, shall be granted a leave of absence without pay or loss of seniority for a period

of three (3) years, provided in the case of student employees, they meet the academic requirements for employment (Article 5.03) following the period of the leave. In order to receive the benefit of this section, employees must maintain the qualification requirements, permitting their return to work following the expiration of the leave.

- c) The Employer shall continue to pay the normal wages of employees who are on an unpaid leave under subsections (a) or (b) above, provided the Union reimburses the Employer for the actual cost of doing so in a timely fashion.

17.02 Bereavement Leave

- a) Employees shall be granted bereavement leave, without loss of pay, of up to three (3) regularly scheduled working days, in the case of death in their immediate family, to administer the affairs of the deceased or to arrange/attend the funeral. The Food and Beverage Manager or designate may at his/her discretion grant additional bereavement leave with pay.
- b) For purposes of this section, "immediate family" shall include the employee's parents, step-parents, spouse, children, brother, sister, parents-in-law, grandparents, grandchildren, legal guardian, legal ward and any other relative residing in the employee's household or with whom the employee resides.
- c) One half (1/2) day leave shall be granted without loss of pay to attend as a mourner or one (1) day without loss of pay where the employee is a participant in the service/memorial.

17.03 Jury or Court Witness Duty

All employees who are required to attend court as a juror are considered to be on unpaid leave for the period of jury duty.

17.04 Maternity, Adoption and Paternal Leave

Employees shall be entitled to maternity, adoption and parental leave as specified under the "*Employment Standards Act, Part 7*" as amended from time to time.

17.05 General Leave

- a) Student employees may request a general leave of absence without pay for up to four (4) months, in writing from the Food and Beverage Manager. **It is understood that such request for general leave under this provision may be granted at the Employer's discretion, upon consideration of the merits of the request, which shall not be unreasonably denied. All decisions must be presented in writing to the employee within five (5) days of the request.**

The nature of the requests for general leave shall be for family obligations, matters related to the care, health, and/or illness of a dependent or relative, or educational opportunities such as a practicum or co-op program. The Employer may consider and approve other request of an exceptional nature.

- b) General leaves of absence shall only apply for requests longer than two (2) weeks in duration and shall be in accordance with Article 11.04 of this Agreement. Should an employee make themselves unavailable for a period less than two (2) weeks in duration they shall provide the Employer with as much advance notice as possible and shall not have their seniority "frozen".
- c) Seniority lists, in accordance with Article 11.03 of this Agreement, shall be updated when an employee's request for a general leave of absence is approved, with a copy being forwarded to the Union.

ARTICLE 18 – WAGES

- 18.01** Employees shall be paid on a bi-monthly basis in accordance with Schedule "A" attached to and forming part of this agreement.

18.02 Increment Steps Defined

a) **Permanent and Student Employees:**

Permanent and student employees shall normally commence employment at increment Step 1 of their classification. Thereafter they shall qualify for each additional increment step as specified in Schedule "A" of this Agreement, beginning from their date of hire.

b) Casual Employees:

Casual employees who have had their employment extended beyond four (4) consecutive months in accordance with Article 5.04 of this Agreement, shall advance directly to Step 2 of the increment steps specified in Schedule "A" and thereafter qualify for each additional increment step as specified in Schedule "A" of this Agreement, beginning from their date of hire.

- 18.03** There shall be an increase to the wage schedule, Schedule 'A,' every twelve (12) months by one percent for each one percent or fraction of one percent increase in the All Items Consumer Price Index for Vancouver commencing October 1, 2013. The amount of the increase shall be based on the percentage increase in the June All Items Index of each year (over the June Index in the previous year).

ARTICLE 19 – JOB CLASSIFICATIONS/RECLASSIFICATION

19.01 Job Description

The Employer shall maintain job descriptions for bargaining unit classifications. These descriptions shall be discussed with the applicable employee(s) and the Union prior to finalization.

19.02 Changes in Classification

The Employer shall prepare a new job description whenever a new bargaining unit classification is created, or shall amend the existing description when a significant permanent change is made to the duties of an existing classification. The parties shall meet to negotiate the rate of pay for such position(s) and should they fail to agree the applicable rate of pay may be submitted to arbitration under this Agreement for resolution by either party.

ARTICLE 20 – HEALTH AND SAFETY

20.01 Health and Safety Committee

The Employer shall maintain safe working conditions and shall establish a joint Health and Safety Committee pursuant to the Workers Compensation Act and Regulations.

20.02 An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the balance of his/her regularly scheduled hours that day, unless a doctor or nurse states that the employee is fit for further work on that shift.

20.03 Transportation of Employees Requiring Emergency Medical Care

Transportation to the nearest physician or hospital for employees requiring medical care while at work shall be at the expense of the Employer. It is to be expected that where applicable, such costs will be reimbursed by the Workers' Compensation Board.

20.04 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices intended to enhance employee health and safety in the workplace. There shall be no discrimination and no coercion when employees comply with this Health and Safety Article. An employee must not be subject to disciplinary action because the employee has acted in compliance with this Article of the Collective Agreement or an order made by an Officer of WorkSafeBC.

- a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his/her supervisor. Temporary assignment to alternate work at no loss in pay to the employee until the matter is resolved is deemed not to constitute disciplinary action.

- c) The supervisor outside of the bargaining unit receiving a report made under subsection (b) must immediately investigate the matter and:
- i) ensure that any unsafe condition is remedied without delay, or
 - ii) if in his/her opinion the report is not valid, must so inform the employee who made the report.
- d) If the procedure under subsection (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor outside of the bargaining unit must investigate the matter in the presence of the employee who made the report and in the presence of:
- i) a CUPE 116 member of the Occupational Health and Safety Committee selected by the employee, or
 - ii) a reasonably available employee who is selected by the Union.
- e) If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor outside the bargaining unit and the employee or the Union must immediately notify a WorkSafeBC officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

20.05 Right to Know and Participate

All employees and staff have the right to know how to do their work in a safe manner. They also have the right to know about the dangers of materials and machinery in their workplaces and the right to training that will provide them with this information.

All employees and staff have the right to participate in decisions affecting workplace health and safety through the University Health and Safety Committee, Local Health and Safety Committee or worker representatives. Union representatives participating in health and safety discussions shall work with management on promoting and improving safety procedures and practices.

20.06 Meetings of Committee

The Health and Safety Committee shall meet once a month or at such other times as required. Minutes of these meetings shall be kept by the respective representatives on this Committee.

20.07 Access to Health and Safety Information

The Employer shall provide space for the purpose of posting health and safety information provided by the Health and Safety Committee. This space shall be used by the Committee to convey information to employees.

Information provided will be the names and contact information of committee members; the Health and Safety Committee meeting minutes for the past three (3) months; Incident/Accident Report Forms; emergency and evacuation information; and any WorkSafe BC orders. These reports will not contain personal information.

ARTICLE 21 – GENERAL CONDITIONS

21.01 Continuation of Acquired Rights

If any law existing at the time of execution of this Agreement is amended, or a new law or regulation is enacted or proclaimed following execution of this Agreement, with the result that any aspect of this Agreement is invalidated or disallowed, that aspect of this Agreement shall be re-opened for negotiations. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration. The balance of the collective agreement shall remain in full force and effect.

21.02 Bulletin Board

The Employer shall provide a Bulletin Board upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Materials other than that relating to the routine business of the Union are to be approved by the Employer prior to posting.

21.03 Transportation for Employees (Night Shift)

Employees must be able to get to and from work for scheduled shifts. If an employee is asked to work outside their scheduled shift or an employee wants to pick up a shift that has come available, and that employee anticipates having difficulty getting home after his/her shift due to public transportation no longer being an option, they must bring this to the

attention of the manager immediately. If the manager agrees to have this employee still work this shift, the Employer shall provide taxi or alternative services home for employee.

21.04 Training and Development

The Employer will provide on-the-job training to enable employees to meet and maintain the requirements of their positions, including any evolving industry standards, practices and/or equipment that may be introduced into the workplace.

ARTICLE 22 – CONTRACTING OUT

22.01 Bargaining Unit Work

Only members of the bargaining unit shall perform bargaining unit work.

22.02 Contracting Out

No work of the bargaining unit shall be contracted out without the written agreement of the Union.

ARTICLE 23 – TERMS OF AGREEMENT

23.01 Duration

- a) This Agreement shall be binding, effective **October 1, 2015 to September 30, 2020**, and shall continue from year to year thereafter unless terminated by either of the Union taking legal strike action or the Employer taking legal lockout action.
- b) The Union and the Employer agree that subsections (2) and (3) of the Section 50 of the Labour Relations Code shall not apply to this Agreement.

23.02 Notice to Bargain

Either party desiring to propose changes to this Agreement shall, within the one hundred and twenty (120) days prior to the termination date give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such

notice by one party, the other party is required to enter into negotiations for a new agreement. If neither party gives such notice, it will be deemed to have been given thirty (30) days prior to the termination date of the Agreement.

**Signed this 18th day of November, 2016 in the City of Vancouver,
British Columbia.**

For the Union:

For the Employer:

Roger De Pieri

Tim Yu

Sean David

Rosa Meyer

William Provenzano

Caitlin Funk

Etienne Lombard

SCHEDULE "A"

HOURLY WAGE RATES

<u>Job Title</u>	<u>Date of Hire</u>	<u>Probation Completion</u>	<u>At 18 months</u>
a.) Lead Bar/Server Staff*	\$12.50	\$14.00	\$16.00
b.) Head Line Cook*	\$15.50	\$17.00	\$18.00
c.) Bar/Server Staff**	\$12.00	\$12.75	\$14.00
d.) Line Cook**	\$13.00	\$14.00	\$15.00
e.) Dishwasher/Support Staff**	\$12.00	\$13.00	\$13.75
f.) Doorperson**	\$14.00	\$15.00	\$16.00
g.) Shift Supervisor			

**Employees shall receive an additional 15% to their regular rate of pay when assigned Supervisor duties.

* permanent positions

** student positions

LETTER OF UNDERSTANDING #1

Re: Paid Meals

Employees who are scheduled to work for four (4) consecutive hours and who do work four (4) or more hours shall be entitled to one meal at a cost discount of 60% off the menu price. If an employee works a shift that is longer in duration than eight (8) hours or a split shift that covers a time window longer than eight (8) hours, he/she shall be entitled to an additional meal at a cost discount of 60% off the menu price. The maximum undiscounted price of the meal should not exceed the listed price of the most expensive menu item. It is understood that employees shall order items off the menu as listed and should apply no more than two (2) modifiers or additions to the menu item.

Dated: October 28, 2016

For the Union:

Roger De Pieri

For the Employer:

Tim Yu

LETTER OF UNDERSTANDING #2

RE: Work of the Bargaining Unit (Article 22.01)

The parties agree that managers at Koerner's Pub may assist Bargaining Unit employees during unanticipated periods of high volume, subject to the following conditions:

1. such assistance may be provided for up to a thirty (30) minute duration consecutively or non-consecutively up to forty-five (45) minutes for each "rush" period during the "lunch rush" (12:00pm – 2:00pm) and "dinner rush" (4:00pm – 7:00pm) periods;
2. such assistance may be provided only where normal staffing levels are maintained and employees do not have hours reduced or are laid-off entirely;
3. in the event that the Pub experiences unanticipated periods of high volume outside of the periods listed in subsection 1, or experience high volumes beyond the prescribed time limits, such assistance may only be provided once the Employer has exhausted attempts to find a suitable replacement, consistent with Article 14.06 of this Agreement.

Dated: October 28, 2016

For the Union:

Roger De Pieri

For the Employer:

Tim Yu

LETTER OF UNDERSTANDING #3

RE: Gratuities Structure

Gratuities collected shall be distributed in the following manner:

1. The amount equal to 2% of daily net sales shall be given to the management team from the pool of gratuities collected;
2. The amount equal to 1% of daily net sales shall be disbursed amongst the “back of house” Bargaining Unit employees (Head Line Cook, Line Cooks, Dishwashers) based on hours worked;
3. The remaining monies from the gratuity pool shall be disbursed amongst “front of house” Bargaining Unit employees (Lead Bar/Server Staff, Bar/Server Staff, Support Staff) based on hours worked.

All gratuity payments to Bargaining Unit employees shall include a complete listing of the calculation based on hours worked.

Dated: November 18, 2016

For the Union:

Roger De Pieri

For the Employer:

Tim Yu

LETTER OF UNDERSTANDING #4

RE: Transition of Student Employees to Casual Employees

As a result of the expanded definition of student employees in Article 5.03 of this Agreement, those employees who are currently (upon ratification of this Agreement) treated as “student employees,” and who are no longer enrolled in graduate or undergraduate courses at the University, and who choose to continue their employment at Koerner’s Pub beyond December 31st, 2017, shall transition to “casual employees” on January 1st, 2018.

Dated: November 18, 2016

For the Union:

Roger De Pieri

For the Employer:

Tim Yu