

# **COLLECTIVE AGREEMENT**

Between

**UNIVERSITY CLUB OF VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 917**

**JULY 1, 2016 – JUNE 30, 2019**

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## Table of Contents

<b>ARTICLE 1: DEFINITIONS .....</b>	<b>2</b>
1.01 Regular Employees.....	2
1.02 Casual Employees .....	2
1.03 Allocation of Hours.....	2
1.04 Achieving Regular Status.....	2
<b>ARTICLE 2: MANAGEMENT RIGHTS .....</b>	<b>3</b>
2.01 Management Rights.....	3
<b>ARTICLE 3: RECOGNITION AND NEGOTIATION .....</b>	<b>3</b>
3.01 Bargaining Unit .....	3
3.02 No Other Agreements .....	3
<b>ARTICLE 4: HUMAN RIGHTS .....</b>	<b>3</b>
4.01 No Discrimination.....	3
4.02 Harassment .....	3
<b>ARTICLE 5: UNION SECURITY .....</b>	<b>4</b>
5.01 Union Membership Requirement.....	4
<b>ARTICLE 6: CHECK-OFF OF UNION DUES.....</b>	<b>4</b>
6.01 Dues Deduction .....	4
<b>ARTICLE 7: NEW EMPLOYEES .....</b>	<b>4</b>
7.01 Acquaint New Employees .....	4
7.02 Copies of Agreement .....	5
7.03 Notification to the Union .....	5
7.04 Interviewing Opportunity .....	5
<b>ARTICLE 8: CORRESPONDENCE .....</b>	<b>5</b>
8.01 Correspondence .....	5
<b>ARTICLE 9: LABOUR-MANAGEMENT RELATIONS .....</b>	<b>5</b>
9.01 Establishment of Committee .....	5
9.02 Meetings of Committee .....	5
9.03 Function of Committee .....	6
<b>ARTICLE 10: LABOUR-MANAGEMENT BARGAINING RELATIONS .....</b>	<b>6</b>
10.01 Representatives.....	6
10.02 Union Bargaining Committee .....	6
10.03 CUPE Representative.....	6
10.04 Technical Information.....	6

<b>ARTICLE 11: RESOLUTIONS AND REPORTS .....</b>	<b>7</b>
11.01 University Club Resolutions .....	7
11.02 Union Resolutions.....	7
<b>ARTICLE 12: GRIEVANCE PROCEDURE.....</b>	<b>7</b>
12.01 Rights and Duties of Union Stewards.....	7
12.02 Informal Discussions.....	7
12.03 Policy Grievance.....	8
12.04 Settling of Grievances.....	8
<b>ARTICLE 13: ARBITRATION .....</b>	<b>8</b>
<b>ARTICLE 14: DISCHARGE, SUSPENSION, DISCIPLINE AND TERMINATION .....</b>	<b>9</b>
14.01 Termination Notice.....	9
14.02 Termination Without Notice.....	9
14.03 Notification to the Union.....	9
14.04 Burden of Proof.....	9
14.05 Discharge and Discipline Grievances.....	10
14.06 Picket Lines .....	10
14.07 Labour Disputes.....	10
14.08 Retirement .....	10
14.09 Right to Have Steward Present.....	10
14.10 Personnel Records .....	11
<b>ARTICLE 15: SENIORITY .....</b>	<b>11</b>
15.01 Seniority Recognized.....	11
15.02 Determination of Seniority.....	11
15.03 Loss of Seniority .....	12
15.04 Seniority List .....	12
15.05 Casual Seniority.....	12
<b>ARTICLE 16: PROMOTIONS AND STAFF CHANGES.....</b>	<b>13</b>
16.01 Posting of Vacancies .....	13
16.02 Notification to Applicants.....	13
16.03 Selection of Candidates .....	13
16.04 Provisional Appointments.....	13
16.05 Probationary Period .....	14
16.06 Union Notification.....	14
16.07 Disabled Employees .....	14
16.08 On-the-Job Training .....	14
<b>ARTICLE 17: LAYOFF AND RECALL .....</b>	<b>14</b>
17.01 Definition of Layoff .....	14
17.02 Role of Seniority in Layoffs .....	14
17.03 Employee Notice.....	15
17.04 Recall Limit .....	15
17.05 Advance Notice.....	15

<b>ARTICLE 18: HOURS OF WORK.....</b>	<b>15</b>
18.01 Work Week .....	15
18.02 Work Day .....	15
18.03 Split Shifts.....	15
18.04 Meal Break .....	15
18.05 Shift Changes .....	16
<b>ARTICLE 19: OVERTIME .....</b>	<b>16</b>
19.01 Overtime Defined .....	16
19.02 Overtime Distribution .....	16
19.03 Overtime Rates.....	16
19.04 Time Off in Lieu .....	16
19.05 Call-out Pay .....	17
<b>ARTICLE 20: HOLIDAYS .....</b>	<b>17</b>
20.01 List of Paid Holidays .....	17
20.02 Casual Employees .....	17
20.03 Paid Holiday Falling On Day of Rest .....	17
<b>ARTICLE 21: VACATIONS.....</b>	<b>18</b>
21.01 Computing of Vacations .....	18
21.02 Vacation Entitlement.....	18
21.03 Casual Employees .....	18
21.04 Vacation Payback .....	19
21.05 Vacation Schedules .....	19
21.06 Vacation Pay.....	19
21.07 Vacation Days Between Boxing Day & New Year's Day .....	19
21.08 Vacation Bank.....	19
<b>ARTICLE 22: SICK LEAVE PROVISIONS .....</b>	<b>20</b>
22.01 Amount of Sick Leave .....	20
22.02 Eligibility of Sick Leave .....	20
22.03 Additional Accumulation of Sick Leave.....	20
22.04 Illness in the Family .....	20
22.05 Illness While at Work .....	21
22.06 Sick Leave Records .....	21
22.07 Medical/Dental Appointments .....	21
<b>ARTICLE 23: LEAVE OF ABSENCE.....</b>	<b>21</b>
23.01 Personal Leave of Absence .....	21
23.02 Bereavement and Compassionate Leave .....	21
23.03 Emergency Leave .....	22
23.04 Jury and Witness Service.....	22
23.05 Leave For Union Business .....	22
23.06 Leave For Union Duties .....	22
23.07 Negotiation Pay Provisions .....	23
23.08 Maternity Leave, Parental Leave (Adoption Leave).....	23
23.09 Paternity Leave .....	24
23.10 Education Leave .....	24

<b>ARTICLE 24: PAYMENT OF WAGES AND ALLOWANCES .....</b>	<b>24</b>
24.01 Rates of Pay .....	24
24.02 Vacation Pay.....	24
24.03 Allowances .....	24
24.04 Uniform Allowances .....	24
24.05 Provisional Job Payment.....	25
24.06 Pay Periods .....	25
24.07 Gratuities .....	25
<b>ARTICLE 25: CHARGE PERSON PAY .....</b>	<b>26</b>
25.01 Charge Person Pay.....	26
<b>ARTICLE 26: JOB CLASSIFICATION AND RECLASSIFICATION.....</b>	<b>26</b>
26.01 Changes to Job Descriptions and Reclassifications .....	26
26.02 New Classifications.....	27
26.03 No Elimination of Present Classifications .....	27
26.04 Notification of Classification .....	27
<b>ARTICLE 27: EMPLOYEE BENEFITS .....</b>	<b>27</b>
27.01 Pension Plan.....	27
27.02 Medical Plans .....	27
27.03 Dental Plan .....	27
27.04 Group Life Insurance .....	27
27.05 Disability Bridge .....	28
27.06 Premiums .....	28
27.07 Benefits Notification .....	28
<b>ARTICLE 28: OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>28</b>
28.01 Right to Refuse Unsafe Work.....	28
28.02 Safety and Health Reports, Records and Data.....	29
28.03 Miscellaneous Safety Issues.....	29
<b>ARTICLE 29: JOB SECURITY .....</b>	<b>29</b>
29.01 Work of the Bargaining Unit .....	29
29.02 Restrictions on Contracting Out .....	29
29.03 Notification.....	30
<b>ARTICLE 30: COPIES OF AGREEMENT.....</b>	<b>30</b>
30.01 Copies of Agreement .....	30
<b>ARTICLE 31: GENERAL .....</b>	<b>30</b>
31.01 Plural or Feminine Terms.....	30
31.02 Access to Information .....	30
<b>ARTICLE 32: TERM OF AGREEMENT .....</b>	<b>31</b>
32.01 Term of Agreement.....	31
32.02 Written Notice .....	31

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<b>SCHEDULE "A".....</b>	<b>32</b>
<b>SCHEDULE "B".....</b>	<b>33</b>
<b>LETTER OF UNDERSTANDING # 1.....</b> Re: Employee Cards	<b>34</b>
<b>LETTER OF UNDERSTANDING # 2.....</b> Re: Apprenticeships	<b>35</b>
<b>LETTER OF UNDERSTANDING # 3.....</b> Re: Dress Code	<b>36</b>
<b>LETTER OF UNDERSTANDING # 4.....</b> Re: Employee Benefits	<b>37</b>
<b>LETTER OF UNDERSTANDING # 5.....</b> Re: Article 21 Vacation and Article 22 Sick Leave Provisions	<b>38</b>
<b>LETTER OF UNDERSTANDING # 6.....</b> Re: Article 22: Sick Leave Provisions Costing Amortization	<b>39</b>
<b>LETTER OF UNDERSTANDING # 7.....</b> Re: Schedule Planning	<b>40</b>
<b>APPENDIX 1 .....</b>	<b>42</b>

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**THIS AGREEMENT** made and entered into this 29 day of JUNE 2017.

**BETWEEN THE:**

**UNIVERSITY CLUB OF VICTORIA**

(hereinafter referred to as the "University Club"  
or the "Employer")

**OF THE FIRST PART**

**AND THE:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 917**

(hereinafter referred to as the "Union")

**OF THE SECOND PART**

**WHEREAS** it is obligatory upon the Employer and its employees that efficient operation of the University Club of the University of Victoria be maintained, and to effect this it is important that harmonious relations be continued between the Employer and its employees; and

**WHEREAS** the Union is a "Trade Union" formed by and including employees of the University Club of the University of Victoria; and

**WHEREAS** the general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Union and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours, wages and benefits for all employees who are subject to the provisions of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto, in consideration of this mutual covenant hereinafter contained, **AGREE EACH WITH THE OTHER AS FOLLOWS:**

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## **ARTICLE 1:     DEFINITIONS**

### **1.01   Regular Employees**

#### **(a)     Regular Full Time Employees**

Regular full time employees shall be defined as all employees with regularly scheduled work periods of no less than thirty-two (32) hours per week and no more than forty (40) hours per week.

#### **(b)     Regular Part Time Employees**

Regular part time employees shall be defined as all employees with regularly scheduled work periods of a minimum of twenty (20) hours per week and less than thirty two (32) hours per week.

### **1.02   Casual Employees**

Casual employees shall be defined as employees who do not qualify as regular employees.

### **1.03   Allocation of Hours**

The parties shall cooperate to combine hours and schedule hours to maximize regular employee hours to a maximum of 40 hours per week, based on seniority. This shall be done:

- (a)     By mutual agreement**
- (b)     It shall not be done by taking hours away from existing regular staff hours.**
- (c)     Seniority shall be considered pursuant to Article 15.02 (a).**

### **1.04   Achieving Regular Status**

#### **(a)     Regularization**

A casual employee who works a minimum of twenty (20) hours a week for at least six (6) consecutive months shall be considered a regular employee.

#### **(b)     Bridging of Regular Status**

Regular employees who lose hours so that they lose regular status must fall below the twenty (20) hour minimum for at least six (6) consecutive months before losing their application of seniority or their benefit entitlement, however during any period of reduced hours, the employee will continue to pay the employee's portion of the benefit premiums.

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**ARTICLE 2:        MANAGEMENT RIGHTS**

**2.01        Management Rights**

The management of the University Club and the direction of the working force is vested exclusively in the University Club except as in this Agreement otherwise specified.

**ARTICLE 3:        RECOGNITION AND NEGOTIATION**

**3.01        Bargaining Unit**

The Employer agrees to recognize the Union as the exclusive bargaining agent for those employees who are covered by this Agreement; and specifically excluded from this group are the Manager, the Manager's staff and the Chef of the University Club.

**3.02        No Other Agreements**

No individual employee or group of employees shall undertake to represent the Union at meetings with the University Club without the proper authorization of the Union. In order that this may be carried out the Union will supply the Employer with the names of those so authorized.

**ARTICLE 4:        HUMAN RIGHTS**

**4.01        No Discrimination**

The University Club of the University of Victoria, its servants and agents, and the Union, agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee and without limiting the generality of the foregoing, including the matter of wage rates, training, upgrading, promotions, layoffs, discipline, discharge, transfer, recall, classification, personnel benefits or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of membership in a labour Union or by reason of any other prohibited ground contained in the British Columbia Human Rights Act, as it may be amended. This clause shall not apply to any personnel benefits program which has been mutually accepted by both parties.

**4.02        Harassment**

- (a)        The University Club and the Union recognize the right of employees to work in an environment free from sexual or personal harassment and agree to co-operate in attempting to resolve, in a confidential manner, any complaints of harassment which may arise in the workplace.

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- (b) Sexual harassment is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature when such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.
  - (c) Personal harassment shall be defined as intentional, offensive comments and/or actions designed to demean and/or belittle an individual.

Any complaints alleging harassment will be dealt with in the grievance procedure, or within the strictest confidence under Article 9; as agreed upon by the parties.

## **ARTICLE 5:     UNION SECURITY**

### **5.01   Union Membership Requirement**

- (a) Any employee appointed to a position within the bargaining unit shall be required, as a condition of employment, to apply for membership in the Union.
- (b) The Union shall not, without good and sufficient cause, refuse an employee applying for admission as a member nor suspend or expel from the membership an employee without cause as aforesaid. The University Club may, in its sole discretion, consider such refusal or expulsion as cause for termination of employment.

## **ARTICLE 6:     CHECK-OFF OF UNION DUES**

### **6.01   Dues Deduction**

The University Club covenants and agrees that it shall be a condition of employment of all employees within the bargaining unit that every such employee shall pay to the Union in each month, or as often as the monthly or other periodical dues ordinarily become payable by the members of the Union, a service assessment equal to the amount of such monthly or periodical dues, and the University Club shall deduct the amount of such assessment from the wages or salary payable to every such employee as and when such dues become due and payable by the members of the Union.

## **ARTICLE 7:     NEW EMPLOYEES**

### **7.01   Acquaint New Employees**

The University Club agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in Articles 5 and 6 dealing with Union security and the deduction of Union dues.

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## **7.02 Copies of Agreement**

New employees shall be presented with a copy of the Agreement by the University Club on commencement of employment. The Union undertakes to provide sufficient copies.

## **7.03 Notification to the Union**

The University Club shall notify the Union of the name, **phone number**, address, **email address** and position of each new employee.

## **7.04 Interviewing Opportunity**

For the purpose of acquainting new employees with matters pertaining to the Union and its relationship to the University Club, a representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for the purpose of distributing copies of the Union's constitution, bylaws and a list of shop stewards.

# **ARTICLE 8: CORRESPONDENCE**

## **8.01 Correspondence**

All and any correspondence between the parties hereto arising out of this Agreement, or incidental thereto, shall pass to and from the CUPE Local 917 Executive member from the UClub and the manager of the University Club. The Local shall provide the manager of the University Club with the contact information for the Executive member.

# **ARTICLE 9: LABOUR-MANAGEMENT RELATIONS**

## **9.01 Establishment of Committee**

A Labour-Management Committee shall consist of not more than two (2) University Club staff members, an executive member of CUPE Local 917 and the National Representative of the Union and an equal number of representatives from the University Club.

## **9.02 Meetings of Committee**

- (a) LMC meetings will be held on a monthly basis but may be cancelled by mutual agreement if there are no agenda items.

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- (b) University Club staff representation will not suffer any loss of pay for time spent at committee meetings. A University Club committee member who is scheduled to work on the day of the LMC meeting will be paid at his/her regular rate for any time in attendance at the LMC meeting that is outside his/her scheduled shift. A University Club member who is not scheduled to work on the day of the LMC will be paid at his/her regular rate for the time spent at the LMC. A member will not have shift cancelled on days a LMC is scheduled. Overtime will not accrue or be paid for hours a University Club member is attending a Labour Management Committee meeting.

### **9.03 Function of Committee**

The Committee will be empowered to discuss any issue arising between the parties but does not have the power to open the Collective Agreement.

All discussions will be without prejudice or precedent and there will be no limitations on the agenda items. Substantive results of meetings shall be documented.

## **ARTICLE 10: LABOUR-MANAGEMENT BARGAINING RELATIONS**

### **10.01 Representatives**

Pursuant to the provisions of Article 32, collective bargaining shall be undertaken by authorized representatives of the University Club and of the Union.

### **10.02 Union Bargaining Committee**

- (a) A Union bargaining committee shall consist of not more than two (2) Local 917 UClub members, plus one (1) alternate, and the President of the Local (or designate).
- (b) Time off with pay shall be granted to not more than two (2) representatives of the Union during negotiations.
- (c) Members scheduled to work evening shifts on a negotiation day will have their shift changed to day shift for any day negotiations are taking place and they will not suffer a loss of hours as a result.

### **10.03 CUPE Representative**

The Union shall have the right to be assisted by a representative of the Canadian Union of Public Employees.

### **10.04 Technical Information**

The University Club and the Union agree to make available to each other sufficient technical information to permit each party to estimate the cost of the other party's contract proposals. Additional information required for collective bargaining shall also be exchanged as mutually agreed.

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**ARTICLE 11:     RESOLUTIONS AND REPORTS****11.01   University Club Resolutions**

- (a)     Resolutions of the University Club involving the interpretation and/or application of the terms of this Collective Agreement shall be forwarded to the secretary of the Union and the Local 917 University Club Executive member except where such resolutions are concerned with matters which are the subject of arbitration procedures and/or collective bargaining.
- (b)     The University Club will provide the Union with a copy of their operational policies and procedures and will provide copies of new policies to the secretary of the Union, to the Local 917 University Club Executive member and all CUPE Local 917 University Club members.
- (c)     Policies of the University Club shall be kept in a location that is accessible to CUPE Local 917 University Club members.

**11.02   Union Resolutions**

Resolutions of the Union involving the interpretation and/or application of the terms of this Collective Agreement shall be forwarded to the University Club EXCEPT where such resolutions are concerned with matters which are the subject of arbitration procedures and/or collective bargaining.

**ARTICLE 12:     GRIEVANCE PROCEDURE****12.01   Rights and Duties of Union Stewards**

- (a)     The University Club acknowledges the right of the Union to appoint or elect up to two (2) Union stewards and the right of a steward to investigate and process grievances or potential grievances during regular working hours without loss of pay.
- (b)     The Union acknowledges that stewards have duties to perform for the University Club and that a steward will not be unreasonably absent in order to attend to the grievances of employees. A steward shall obtain the permission of the supervisor before leaving work to perform duties as a steward; such permission shall not be unreasonably withheld. On resuming normal duties the steward shall notify the supervisor.

**12.02   Informal Discussions**

It is agreed and understood that either party to this Agreement may request a meeting of the parties and/or authorized representatives for the purpose of discussing informally any matter which could result in resolving or implementing the grievance procedure. Such meeting shall in no way prejudice the employee's right to invoke the grievance procedure as provided herein.

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### **12.03 Policy Grievance**

It is also agreed and understood that the Union may institute the grievance procedure at the appropriate step listed below on matters which may affect one (1) or more employees.

### **12.04 Settling of Grievances**

In the event that any difference arises between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any disagreement of matters under Article 9, and including any question as to whether any matter can be arbitrated, there shall be no stoppage of work and the difference shall be finally and conclusively settled as follows:

- (a) Any employee or dismissed employee having a potential grievance shall submit the matter to the shop steward as soon as possible and in any case within seven (7) working days from the occurrence of the matter at issue.
- (b) Should no settlement ensue within seven (7) working days, a grievance shall be referred, in writing, to the department head or manager who shall meet with the shop steward and the employee, and endeavour to settle the dispute.
- (c) Should no settlement ensue within five (5) working days, the matter shall be referred to the Labour-Management Committee who shall endeavour to settle the dispute.
- (d) Should foregoing processes fail to settle the differences conclusively within five (5) working days of its submission to the Labour-Management Committee, then the matter may, in accordance with Article 13, be submitted by either party to a single arbitrator.

## **ARTICLE 13: ARBITRATION**

- 13.01** A single arbitrator will be selected by mutual agreement of the parties within ten (10) working days of notice in writing by the party responding to notice under Article 12.04 (d). Failing agreement on the selection of an arbitrator within ten (10) working days of written notice, either party may apply to the Minister of Labour to appoint the arbitrator.
- 13.02** The arbitrator will sit, hear the parties, settle the terms of the question to be arbitrated.
- 13.03** The arbitrator will deliver an award in writing to each of the parties that will be final and binding upon the parties and they will implement it forthwith.
- 13.04** Each party will pay its own expenses and costs of the arbitration and 1/2 the compensation and expenses of the Arbitrator.

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- 13.05 The time limits in this Article may be extended by mutual agreement of the parties. Agreement will not be unreasonably withheld.
- 13.06 Settlements reached at any stage of the grievance procedure will be effective on such date as reached by mutual agreement or on such date as set by the Arbitrator.

**ARTICLE 14: DISCHARGE, SUSPENSION, DISCIPLINE AND TERMINATION**

**14.01 Termination Notice**

- (a) Regular employees with at least six (6) months continuous service to receive two (2) weeks notice or pay in lieu of notice in the event of termination of employment, except for termination for cause. After completion of three (3) consecutive years of service, the employee shall be entitled to one (1) additional week notice, and for each subsequent completed year of continuous service, an additional week notice up to a maximum of eight (8) weeks notice, or pay in lieu of notice. Except at retirement, regular employees shall give two (2) weeks notice of their resignation from employment.
- (b) Casual employees and employees in their probation period shall be entitled to receive forty-eight (48) hours notice or pay in lieu of notice, except for termination for cause.

**14.02 Termination Without Notice**

- (a) Any employee may be dismissed for cause without notice provided however that any employee so dismissed shall have the right, within five (5) working days, to proceed under Articles 9 and 12 of this Agreement.
- (b) Any employee may be subject to immediate suspension for cause, subject to established grievance procedures as outlined above.

**14.03 Notification to the Union**

When an employee is dismissed or suspended for cause, the Union shall be so notified in writing.

**14.04 Burden of Proof**

In cases of discipline or of discharge for cause, the burden of proof shall rest with the University Club. Upon written request by the employee concerned, the University Club shall, through the manager, provide a written statement of the grounds for its action. Any written reply by the employee shall become part of the employee's record.

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#### **14.05 Discharge and Discipline Grievances**

Discharge and discipline grievances may be settled by confirming the management's action in dismissing the employee or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of both parties or of the arbitration board, if one is appointed.

#### **14.06 Picket Lines**

Employees shall not be paid for days away from work because of refusal to cross picket lines. Cause for discipline shall not include the refusal of an employee to cross the picket line of a legal strike.

#### **14.07 Labour Disputes**

The University Club agrees not to request or direct employees within the bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike.

#### **14.08 Retirement**

The normal retirement date for all employees shall not be later than the final working day of the month in which the employee reaches age sixty-five (65). An employee may retire on or prior to their normal retirement date or an employee can work beyond their normal retirement date.

#### **14.09 Right to Have Steward Present**

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

A Steward or local Union officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

**Supervisory personnel, for the purpose of this provision, are non-union management personnel. Unionized staff will not be involved in the discipline of unionized co-workers.**

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#### **14.10 Personnel Records**

- (a) An employee shall have the right at any time to have access to and review his/her personnel record.
- (b) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (c) An employee shall have the right to make copies of any material contained in his/her personnel record.
- (d) Adverse reports must be given to the affected employee, with a copy to the Union before being inserted into the personnel record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- (e) Disciplinary documents will be removed from an employee's personnel file once twenty-four (24) months have elapsed since the letter was written and the employee has not continued to exhibit the problem which led to the letter.

If the original offense was of such a serious nature as to warrant a lengthy suspension (more than five (5) days), then a request may be submitted in writing by the employee and will be considered on its merits by the University Club and, if denied, may be resubmitted annually.

### **ARTICLE 15: SENIORITY**

#### **15.01 Seniority Recognized**

Both parties recognize that job opportunity and security of employment should increase with length of service. In the release, transfer or promotion of employees, work performance along with trade or other qualifications pertinent to the job requirements and seniority, shall be the determining factors.

#### **15.02 Determination of Seniority**

- (a) Seniority shall be determined on an employee's length of service as a regular employee with the University Club. In the case of a casual employee who becomes a regular employee seniority shall be determined on a pro-rata basis from the most recent date of hire.
- (b) (i) Casual seniority shall be determined on an employee's length of service as a casual or not-regular employee with the University club. Casual employees shall not be able to apply their seniority on regular jobs until they reach regular status, pursuant to Article 15.02(a).

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- (ii) Casual employees who become regular shall be credited with one day of regular seniority for every day on which that employee has worked as a casual employee. These days will then be used to backdate their regular seniority accordingly and this new date shall be the permanent seniority date for this employee under this Collective Agreement.
  - (iii) Should the proration in 15.02 (b) (ii) result in a seniority date that supersedes an existing regular employee, the parties will discuss the appropriate proration result so as not to displace an existing regular employee.
  - (c) Casual employees shall be able to apply their seniority on casual jobs until they reach regular status for the purpose of scheduling or call-in for work.
  - (d) A regular employee who reverts to casual status shall retain their cumulative hours of service. These hours shall be credited for the purpose of seniority in accordance with clause 15.02 (b) and (c).

#### **15.03 Loss of Seniority**

- (a) An employee shall not lose seniority rights if that person is absent from work because of sickness, accident, layoff or leave of absence approved by the University Club.
- (b) Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, or a notice of recall from layoff, absence without leave or for more than five (5) consecutive work days or acceptance by the employee of a severance payment.

#### **15.04 Seniority List**

The University Club shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be forwarded to the Union in January of each year.

#### **15.05 Casual Seniority**

- (a) A casual employee who is not available for call-in will notify the employer in advance except in the case of emergencies.
- (b) The employer will maintain the casual lists in seniority order and schedule the most senior available casual employee for a shift every time a casual is needed and then fill subsequent shifts in the same manner with the next senior available employee and so on.
- (c) Casual employees who refuse six (6) shifts, where they have indicated they are available as set out in 15.05 (f), within a twelve (12) month period will lose seniority and be struck from the casual list.

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- (d) Casual employees who do not work for a period of twelve (12) months without an approved leave will lose seniority and be struck from the casual list.
  - (e) Should a casual employee be struck from the casual list their employment will be deemed to be terminated. The employer may re-hire the casual employee, however, employee's seniority for call-in purposes would start back at zero hours.
  - (f) Casual employees will complete a written availability form and submit this form before the Friday of the week before the scheduling is prepared for the following week. The union will have access to all availability forms and emails upon request. Changes in availability will be accepted in writing forty-eight (48) hours prior to any scheduled shift unless the employee has an emergency. Where an employee has an emergency, short notice will be accepted without consequence to the employee's seniority.

## **ARTICLE 16: PROMOTIONS AND STAFF CHANGES**

### **16.01 Posting of Vacancies**

Excepting vacancies for positions which are excluded from the Union's Certification, the University Club agrees that when a newly created or a vacant position is to be filled, notice thereof outlining the position, salary range and qualifications required shall be posted in such conspicuous places as agreed by both parties for at least five (5) working days in order that any employee shall have the opportunity of applying for the said position.

### **16.02 Notification to Applicants**

Applicants for posted positions who are unsuccessful shall be so notified. In addition, internal applicants shall be notified of the name of the successful applicant.

### **16.03 Selection of Candidates**

The University Club agrees that full consideration for any vacancy will be given to internal applicants, prior to consideration of any external applicants.

### **16.04 Provisional Appointments**

- (a) An employee may be provisionally appointed to fill a higher position on a temporary basis. Such appointments shall not exceed sixty (60) days unless agreed to by both parties to this Agreement.
- (b) An employee appointed to a provisional position shall, in the event of returning to a former position either during the time when the position continues or when the position is discontinued, return without loss of seniority.

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### **16.05 Probationary Period**

- (a) All persons appointed to any staff position shall be appointed to a three (3) month probationary basis and if during this period employees return to positions previously held, they shall retain their seniority.
- (b) During the probationary period newly hired employees shall be entitled to all rights and privileges of this Agreement.
- (c) After completion of the probationary period seniority shall be effective from the original date of employment.

### **16.06 Union Notification**

The University Club shall notify the Union of appointments, transfers and terminations of employment.

### **16.07 Disabled Employees**

The University Club shall make every reasonable effort to find alternate employment in available established positions for regular employees who are unable to continue their present jobs as a result of partial disability. In such cases the employee involved shall not displace another employee.

### **16.08 On-the-Job Training**

In order to provide employees with improved opportunities for promotion or transfer to higher paid positions, the University Club shall endeavour to make available on-job training provided that such training does not interfere with the normal functions of the University Club.

## **ARTICLE 17: LAYOFF AND RECALL**

### **17.01 Definition of Layoff**

A layoff shall be defined as a reduction in the regular workforce or a long-term reduction in a regular employee's regular hours of work. Since both parties recognize that seniority of employment should increase with length of service as a regular employee, layoffs shall be in the reverse order of seniority within the job classification.

### **17.02 Role of Seniority in Layoffs**

A new employee shall not be hired to fill a vacancy resulting from the layoff of a regular employee without first giving that laid off regular employee an opportunity to accept the position. If that employee fails to return to work within five (5) working days of notification by registered mail that person ceases to be an employee and the notice provisions of Article 14 do not apply unless such failure to return is owing to illness or injury.

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### **17.03 Employee Notice**

It shall be the responsibility of laid off regular employees to keep the manager informed of their current addresses.

### **17.04 Recall Limit**

While the University Club shall make every effort to recall laid off employees, a layoff period extending beyond six (6) months shall constitute termination of employment and shall be subject to notice provisions of Article 14.

### **17.05 Advance Notice**

Except where the date of layoff is established by the appointment notice, the Employer shall give two (2) weeks notice in the event of layoff.

## **ARTICLE 18: HOURS OF WORK**

### **18.01 Work Week**

The normal work week shall be from Monday to Saturday inclusive, not to exceed forty (40) hours. When necessary the normal work week may include Sunday on a six (6) day consecutive work schedule within seven (7) days. The hours and days of work of each regular employee shall be posted in an appropriate place at least one (1) week in advance.

### **18.02 Work Day**

The normal work day shall not be less than four (4) hours nor more than eight (8) hours, including a paid fifteen (15) minute work break during the first four (4) hours of a shift. Where the shift extends to (6) hours or more a further fifteen (15) minute paid break shall be allowed.

### **18.03 Split Shifts**

Where split shifts are assigned by the Employer, no shift shall be split more than once, the split will be no less than two (2) hours, no part of the shift shall be less than three (3) hours, total work period shall not be less than six (6) hours, and all split shifts shall be worked within a twelve (12) hour period.

### **18.04 Meal Break**

Employees working more than four (4) hours per day shall be permitted a one-half (½) hour period for meals, which time shall not be included in the hours of work. A meal shall be supplied by the University Club without charge to all employees working shifts of four (4) hours or more.

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## **18.05 Shift Changes**

- (a) Except in cases of **operational emergencies (i.e. snow closures, kitchen fire, gas leak, etc.)** problems, forty-eight (48) hours notice shall be given before change of shift **that results in a reduction or cancellation of a shift**. Failure to provide forty-eight (48) hours notice of change will result in the employee being compensated two (2) hours pay in lieu of adequate notice.
- (b) The employer will make a reasonable effort to schedule a twelve (12) hour rest period between shifts. Where this is not practicable, the parties agree the employer is allowed to reduce this period to ten (10) hours.
- (c) **Failure to provide at least twelve (12) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.**
- (d) Employees may exchange shifts with approval of the manager provided that sufficient notice is given, there is no increase in cost to the University Club and the work requirements can be met.

## **ARTICLE 19: OVERTIME**

### **19.01 Overtime Defined**

Overtime is defined as time worked in excess of a regular shift of eight (8) hours per day or forty (40) hours per week.

### **19.02 Overtime Distribution**

The University Club will endeavour to equalize overtime opportunities amongst employees.

### **19.03 Overtime Rates**

Payment for overtime shall be made at the rate of time and one-half (1 ½) after eight (8) hours per day or forty (40) hours per week for the first three (3) hours and double time thereafter. All overtime worked on an employee's first or second day of rest and on holidays shall be paid for at double time rates.

In the case of regularly scheduled six (6) consecutive day work week employees, all time worked on the day of rest and on holidays shall be paid for at double time (2 x the regular rate of pay).

### **19.04 Time Off in Lieu**

If time off is taken in lieu of payment of overtime it shall be by mutual agreement between the employee and the University Club manager.

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## **19.05 Call-out Pay**

Employees called out for emergency work after having completed a full shift on that day shall be paid at double time rates and for a period of not less than two (2) hours.

## **ARTICLE 20: HOLIDAYS**

### **20.01 List of Paid Holidays**

All regular employees shall be entitled to the following paid holidays, namely:

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

As well as any other day proclaimed as a general holiday by the Government of Canada or by the Government of British Columbia, or any day observed by the University Club in lieu of such a day. Statutory holiday pay will be based on an average of hours worked in the **immediately** preceding twelve (12) month period. **(i.e. For November 11 the averaging will be from November 12 of the preceding year to November 10 of the current year).**

**For greater clarity all hours worked for the preceding twelve (12) months shall be divided by two-hundred-sixty-one (261) to arrive at the daily hours worked. Such hours are paid at the employees base rate of pay.**

### **20.02 Casual Employees**

All casual employees who have earned wages for sixty-four (64) hours or more during the thirty (30) calendar days immediately preceding a paid holiday, except when such paid holiday occurs during the probationary period, shall be entitled to four point **eight** percent (4.8%) of earnings for scheduled hours worked.

### **20.03 Paid Holiday Falling On Day of Rest**

When the day observed by the University Club as a paid holiday falls on an employee's regular day of rest, the employee shall be granted an alternate day off at a time mutually agreed upon between the employee and the section head. The University Club shall make every reasonable effort to give the employee the alternate day off on the first regularly scheduled work day following the day of rest so affected.

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## **ARTICLE 21: VACATIONS**

### **21.01 Computing of Vacations**

Vacation entitlements shall be computed from January 1<sup>st</sup> each year. In case of regular employees subject to anticipated layoff periods, vacations shall be computed to the anticipated date of layoff and from the date the employee returns from layoff to December 31<sup>st</sup>, and shall be credited on January 1<sup>st</sup> and the date the employee returns from layoff, respectively.

### **21.02 Vacation Entitlement**

Regular employees shall have the following annual vacation entitlements, to be calculated on a pro-rata basis if employment is for less than twelve (12) months and/or less than forty (40) hours per week.

- (a) In the first calendar year of service after completion of the probationary period:

Ten (10) working days or four percent (4%) of pay up to December 31<sup>st</sup> to be paid not later than the following January 23<sup>rd</sup>.

- (b) After two (2) continuous years of service but less than five (5):

Fifteen (15) working days or six percent (6%) of pay up to December 31<sup>st</sup> to be paid not later than the next following January 23<sup>rd</sup>.

- (c) After five (5) continuous years of service:

One (1) additional working day per subsequent year of continuous service to a maximum of twenty-two (22) working days or eight point eight percent (8.8%) of pay up to December 31<sup>st</sup> to be paid not later than the next following January 23<sup>rd</sup> (as per Schedule B).

- (d) In addition to the above vacations, an employee who has completed at least eighteen (18) years of continuous service shall be entitled to a single special vacation of twenty-two (22) consecutive working days, to be taken prior to retirement. Where eligibility for such special vacation occurs within six (6) months of retirement, the special vacation entitlement may be taken as pay in lieu thereof on retirement **at the employees request**.

### **21.03 Casual Employees**

Casual employees shall have a vacation entitlement pro-rated on the basis of an annual full-time entitlement of ten (10) days or vacation pay computed to four percent (4%) of earnings. Upon completion of twenty-four (24) months (cumulative) service, casual employees shall have a vacation entitlement of fifteen (15) days or vacation pay computed at six percent (6%) of earnings.

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#### **21.04 Vacation Payback**

Employees who leave the service of the University Club shall be required to pay back any vacation time they have used in excess of the amount to which they were entitled.

#### **21.05 Vacation Schedules**

- (a) The University Club shall endeavour to schedule vacations at times which are agreeable to the employee. However, the University Club reserves the right to specify vacation periods in order to meet work requirements. Vacation schedules shall be arranged in order of seniority for each group of employees. The two (2) most senior employees in each group shall have first choice; in the following year these two (2) employees shall revert to the bottom of the list; in each succeeding year the same procedure shall follow. In any case regular employees must take at least six (6) days vacation in each calendar year.
- (b) Vacation requests must be submitted to the employer by February 15 of each year. Any schedule conflicts must be resolved within seven (7) calendar days of the February 15 submission deadline, at which time the schedule will be approved by the manager.
- (c) Any vacation time remaining after the vacation schedule is finalized will be granted on a first come, first served basis. These vacation requests shall be submitted and approved **within seven (7) calendar days of the request.**

#### **21.06 Vacation Pay**

Payment for vacation shall be made at an employee's scheduled rate of pay.

#### **21.07 Vacation Days Between Boxing Day & New Year's Day**

All regular employees shall be granted three (3) days vacation in addition to all other vacation entitlements, to be taken between Boxing Day and New Year's Day. Where due to operational requirements, an employee is required to work during this period, the time worked shall be added to the employee's annual vacation entitlement.

#### **21.08 Vacation Bank**

Employees may, upon written notice to the Employer and copied to the Union, bank up to nine (9) vacation days in any year to a maximum of fifteen (15) banked days. Banked vacation days shall be paid at the rate they were earned.

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## **ARTICLE 22: SICK LEAVE PROVISIONS**

### **22.01 Amount of Sick Leave**

- (a) All regular employees covered by this Agreement shall accumulate one and one-quarter (1¼) days sick leave per month. Except as provided in Article 22.03, there shall be no accumulation beyond fifteen (15) days. Upon retirement or termination, except for cause, there shall be a payout at thirty-three and one-third percent (33-1/3%) of unused accumulated sick leave.

(b) Casual Sick Pay

All casual or non-regular employees covered by this agreement who have accumulated a total of one hundred (100) hours of work shall receive an additional two percent (2%) of earnings added to their basic wage rate in lieu of sick days.

### **22.02 Eligibility of Sick Leave**

Upon request of the Employer, an employee shall be required to produce a doctor's certificate for proof of such illness to be eligible for application of this benefit in the second (2<sup>nd</sup>) and subsequent days of an illness. On submission of a physicians' receipt, the University Club shall reimburse the employee for the physician's fee for producing the certificate.

### **22.03 Additional Accumulation of Sick Leave**

Beginning January 1<sup>st</sup>, 1990, and without prejudice to sick leave accumulated to that date, regular employees with three (3) years or more of continuous service may accumulate sick leave beyond the maximum specified in Article 22.01 according to the following schedule:

- (a) After three (3) years but less than six (6) years of continuous service, unused sick leave may accumulate to a maximum of twenty (20) days.
- (b) After six (6) years but less than ten (10) years of continuous service, unused sick leave may accumulate to a maximum of twenty-five (25) days.
- (c) After ten (10) years of continuous service, unused sick leave may accumulate to a maximum of sixty (60) days. There shall be no accumulation of sick leave beyond sixty (60) days.

### **22.04 Illness in the Family**

Where no one at home other than the employee can provide for the needs during illness of an immediate member of the family (as defined in Article 23.02) an employee shall be entitled, after notifying the office and approval of a submitted Appendix 1 Request for Leave Form to use a maximum of five (5) days of eligible, accumulated sick leave per illness to care for the member of the family who is ill.

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## **22.05 Illness While at Work**

When an employee falls sick while at work and is sent home by the supervisor, no deduction in pay will be made when the employee's absence is less than a half day and when the absence is for more than a half day but less than a full day, the employee will be paid for four (4) hours and the sick time deduction shall be no more than four (4) hours, for employees with no accrued sick time the deduction in pay shall be no more than four (4) hours.

## **22.06 Sick Leave Records**

Within ten (10) working days after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his or her credit.

## **22.07 Medical/Dental Appointments**

Regular employees who are unable to schedule medical or dental appointments outside of the normal working hours shall be entitled to claim sick leave benefits for the hours required. Every effort should be made to avoid peak hours. The Club Manager should be notified immediately of any appointments falling within working hours in order to avoid interference with normal club routine.

# **ARTICLE 23: LEAVE OF ABSENCE**

## **23.01 Personal Leave of Absence**

At the employee's request, the Employer may grant leave for personal reasons. Such leave without pay exceeding three (3) days shall be requested in writing. Illness may be considered a legitimate reason for leave of absence.

## **23.02 Bereavement and Compassionate Leave**

- (a) A regular employee requiring bereavement leave will, on request, be granted up to five (5) days leave without deduction of pay or sick benefits in the case of death of a close family member or individual permanently residing in the employee's household. Where extensive travelling time is required or the employee is the executor of the estate, up to two (2) additional days will be granted on request with pay.
- (b) The University Club will allow an employee time off with pay to attend the funeral or memorial service of a close personal friend or any member of the employee's family not covered under Article 23.02 (a). Such time off **with pay** will not exceed four (4) hours. **In addition, employees will be permitted to take the balance of the business day without pay.**

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- (c) The University Club will, subject of operational constraint and within reason, allow an employee time off with pay to attend the funeral or memorial service of a University employee. Such time off **with pay** will not exceed four (4) hours. **In addition, employees will be permitted to take the balance of the business day without pay.**
  - (d) Employees requiring compassionate leave with pay will be granted up to five (5) days under other reasonable circumstances (e.g. to attend to a family member or close personal friend who is suffering from a life-threatening injury or illness). Employees may additionally apply for personal leaves of absence without pay under Article 23.01 **or vacation under Article 21.**

### **23.03 Emergency Leave**

An employee may be granted time off up to a maximum of one (1) day without deduction of pay for a serious household or domestic emergency. Illness may be considered a legitimate reason for emergency leave. Such leave shall not be unreasonably withheld.

### **23.04 Jury and Witness Service**

Regular employees with six (6) months or longer service who are required by law to serve as jurors or witnesses for the Crown shall be granted leave of absence for this purpose. Providing that the employee concerned deposits with the University Club any pay received for such services, no deduction for regularly scheduled work during such time shall be made.

### **23.05 Leave For Union Business**

- (a) Time off with pay shall be granted to not more than two (2) representatives of the Union when it becomes necessary to transact business with the University Club during working hours, such time off shall not be unreasonably withheld.
- (b) Time off with pay shall be granted to elected representatives of the Union when it becomes necessary to transact union business during working hours. The amount of time off shall be taken only when prior approval of the manager of the University Club has been obtained, and when the Union agrees to reimburse the Club for the salary of the representatives(s).

### **23.06 Leave For Union Duties**

Any employee who is elected or selected for a full-time position with the Union may be granted leave of absence without loss of seniority by the University Club for a period of up to one (1) year.

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### **23.07 Negotiation Pay Provisions**

- (a) Employees of the University Club who are representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.
- (b) Each employee of the University Club who is a member of the Union bargaining committee shall be entitled to sixteen (16) hours off with pay to prepare for negotiations.

### **23.08 Maternity Leave, Parental Leave (Adoption Leave)**

Employees shall be entitled to such leave as specified under the Employment Standards Act as amended from time to time. At the time of the ratification of this Agreement the provisions are:

Pregnant employees shall qualify for maternity leave in accordance with the following:

- (a) Employees making application, not later than two (2) weeks prior to the commencement of the leave, shall be granted unpaid pre and post-natal maternity leave, not in excess of a total of seventeen (17) weeks and up to thirty-five (35) consecutive weeks of unpaid parental leave.
- (b) It is incumbent upon the employee to provide medical evidence of the expected date of confinement at least four (4) weeks in advance.
- (c) If the employee returns to work immediately after the expiry of the authorized leave, she shall retain her former position without loss of available benefits. The employee is to provide one (1) month notice of the date of returning to work.
- (d) Medical complications of pregnancy shall be covered by the sick leave provisions of this Agreement prior to the commencement of the leave.
- (e) An employee shall be entitled to extend maternity leave by up to an additional six (6) consecutive weeks leave, without pay where a physician certifies the employee is unable to return to work for medical reasons related to the birth or because the child suffers medical complications.
- (f) Parental and Adoption Leave

Upon two (2) weeks written notice, an employee (male or female) shall receive unpaid leave of absence of up to thirty-seven (37) consecutive weeks of parental leave without loss of position or benefits.

In the case of the natural father, the leave may commence following the birth of the child and within the fifty-two (52) week period after the birth.

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In the case of an adopting mother or father, parental leave can commence following the adoption and within the fifty-two (52) week period after the date the adopted child comes into the care and custody of the mother or father. The employee will be required to furnish proof of adoption.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental leave between them.

- (g) An employee shall be entitled to extend leave pursuant to (a) and (f) above, by up to an additional five (5) consecutive weeks' leave without pay where the child is certified as suffering from a physical, psychological or emotional condition.

#### **23.09 Paternity Leave**

Upon request an employee shall be granted up to two (2) days leave without pay at the time of the birth of his child.

#### **23.10 Education Leave**

With prior approval of the Manager an employee shall, on successful completion, be reimbursed for all or some agreed portion of the tuition fees for job related courses taken to upgrade job skills. In addition time off without pay may be granted to take such courses provided any such time off does not interfere with the normal functions of the University Club.

### **ARTICLE 24: PAYMENT OF WAGES AND ALLOWANCES**

#### **24.01 Rates of Pay**

Wages shall be paid in accordance with Schedule "A" attached hereto and forming part of this Agreement.

#### **24.02 Vacation Pay**

Employees may, upon giving at least fifteen (15) working days notice, receive on the last working day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

#### **24.03 Allowances**

The University Club shall provide laundered working apparel for all kitchen staff.

#### **24.04 Uniform Allowances**

- (a) Where the University Club requires an employee to wear a uniform or other special article of wearing apparel the University Club will supply such items.

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- (b) All regular dining room and bar employees shall receive a clothing allowance of one hundred and seventy-five dollars (\$175.00) each, two (2) times annually on the first pay in December and the first pay in June.
  - (c) All casual employees shall receive a clothing allowance of one hundred and fifty dollars (\$150.00) a year after one (1) year of service. In any calendar year, where an employee is absent from the workplace for a period of six (6) consecutive months or greater, the uniform allowance will be prorated based on each month that the employee worked.
  - (d) All regular full and part-time kitchen staff shall receive one hundred and seventy-five dollars (\$175.00) a year to help compensate for the purchase of oil resistant, no skid soled shoes after one (1) year seniority has accrued.

#### **24.05 Provisional Job Payment**

- (a) An employee relieving in a higher position shall be paid from the first day of employment in the higher position at the rate of the higher position. Employees coming under this clause shall do so when they have been instructed to assume the higher position. Where the higher position is outside the bargaining unit, the rate of provisional pay shall be a minimum of fifteen percent (15%) above the employee's regular rate.
- (b) Employees shall retain their rights and privileges of their regular positions under this Collective Agreement during any period of temporary assignment to a position outside the bargaining unit.

#### **24.06 Pay Periods**

Pay, premiums and overtime shall be calculated in accordance with the normal Work Week as described in Article 18.01 (Work Week).

#### **24.07 Gratuities**

- (a) All monies, except as described in part (d) below designated as gratuities shall be distributed to employees of the University Club in any manner or form determined by the Union.
- (b) Distribution of gratuities in part (a) above shall be made quarterly at the end of the following months: August, November, February and May to employees then on staff.
- (c) For the term of this Collective Agreement the University Club guarantees that the amount of gratuities will not be less than twenty thousand dollars (\$20,000.00) for each year of the Agreement. Should gratuities actually received be less than one-half (½) the guaranteed amount in the first six (6) month period of any contract year, the University Club will contribute the monies necessary to bring the total to one-half (½) the guaranteed yearly amount.

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Notwithstanding paragraph (a) above, should gratuities actually received in the second (2<sup>nd</sup>) six (6) month period exceed the guaranteed amount, the University Club is entitled to recover its contributions in full but without reducing the yearly guaranteed amount.

- (d) Non-function related gratuities shall be retained by the person they were intended for. Cash gratuities shall be considered non-function related gratuities.
- (e) All function related gratuities shall be turned in to the office for distribution according to part (a) above.
- (f) The Union shall designate a Trustee of the fund. The University Club shall be notified of the Union's designate in writing. The University Club shall recognize the Union's Trustee and allow the Trustee access to all information regarding the collection, administration and disbursement of the gratuities described in part (a) above.
- (g) Should an employee leave the employ of the Employer before the pay-out date in any three (3) month period, it shall be the responsibility of such employee to make arrangements with the trustee to receive pay-out before leaving. If such arrangements are not made the employee shall not receive the gratuities.
- (h) The Union will designate how the gratuities are to be split amongst the CUPE staff.

## **ARTICLE 25: CHARGE PERSON PAY**

### **25.01 Charge Person Pay**

Where direct supervision of Waiter/Waitress 1's who are working a function is not provided, a charge person shall be appointed and said person shall be paid a premium of one dollar (\$1.00) per hour for all hours worked during such function. **Such charge person shall be the senior Employee working at that time.**

## **ARTICLE 26: JOB CLASSIFICATION AND RECLASSIFICATION**

### **26.01 Changes to Job Descriptions and Reclassifications**

The Employer shall prepare an amended job description whenever the duties of an existing job change. When the duties of any job are changed or increased or where an employee feels that his/her job is unfairly or incorrectly classified, the parties shall negotiate the issue, including the rate of pay. If a new rate is agreed to, it shall be retroactive to the time the position was identified as reclassified or the date of the change in job duties. Disputes shall be referred to the grievance/arbitration procedures.

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## **26.02 New Classifications**

Any new classification created by the University Club will be made by the University Club only after consultation with the Union and shall have the rates of pay set by mutual agreement by the parties. These rates shall be jointly negotiated by both parties prior to the position being posted.

## **26.03 No Elimination of Present Classifications**

Existing classifications shall not be eliminated or changed without prior written agreement with the Union.

## **26.04 Notification of Classification**

The University Club agrees to inform employees in writing when their classification or status changes with a copy to the Union and the UClub Shop Steward(s).

# **ARTICLE 27: EMPLOYEE BENEFITS**

## **27.01 Pension Plan**

All regular employees with one (1) year or longer continuous service, who are eligible under the terms of the mutually accepted staff pension plan, shall have the option of participation in the plan. The participating employee and the University Club shall contribute respective amounts as laid out in the plan documents and as amended from time to time. The mutually accepted Pension Plan is the agency agreement of the Staff Pension Plan between the University and its CUPE staff.

## **27.02 Medical Plans**

All regular employees who are eligible under the terms of the Medical Services Plan and the Extended Health Benefit Plan and who are not already covered by these plans shall, as a condition of employment, participate in these plans from the first day of the month following commencement of employment.

## **27.03 Dental Plan**

All regular employees who are eligible under the terms of the dental plan and who are not already covered by this plan shall have the right to participate in the plan.

## **27.04 Group Life Insurance**

- (a) All regular employees who are eligible under the terms of the group life insurance plan shall have the option of participation in the plan from the first day of the month following satisfactory completion of the probationary period. The option may not be taken up at a later period.

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- (b) The parties will work together to ensure that all employees who are employed at May 3, 2011 will be allowed a one-time option to participate in the Group Life Insurance Plan or fund those employees life insurance coverage at a separate provider for the term of their employment with the University Club.

#### **27.05 Disability Bridge**

The University Club will provide a continued salary after expiry of accumulated sick leave benefits for a period of six months or until the commencement of CPP Disability Benefits for the employees in the Staff Pension Plan.

**When a physician provides a diagnosis indicating that it is unlikely recovery will occur during an employee's accumulated sick leave period and the six (6) month bridge, the employee shall apply for CPP Disability benefits immediately or upon request by the Club.**

For the purposes of this article, "salary" will be defined as the average weekly rate for the twelve (12) month period immediately prior to the employee commencing to use their sick leave entitlements leading up to the extended leave.

#### **27.06 Premiums**

All enrolled employees shall contribute twenty-five percent (25%) of the total premiums for the medical, dental and group life plans by payroll deduction. The Employer shall contribute seventy-five percent (75%) of the total premiums of these three (3) plans.

#### **27.07 Benefits Notification**

The employer will provide all probationary employees who complete probation with all forms for employee benefits including health and Welfare Benefits, Life Insurance and Pension at the time they complete probation with a covering letter which sets out the time limits involved.

### **ARTICLE 28: OCCUPATIONAL HEALTH AND SAFETY**

#### **28.01 Right to Refuse Unsafe Work**

An employee who believes the work situation to be unsafe shall notify the supervisor immediately. The employee may refuse to work in the situation until the safety problem has been corrected or until an investigation had determined that the work situation is safe.

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## **28.02 Safety and Health Reports, Records and Data**

The University Club shall provide the Union with the details of every accident, incident or occurrence of an occupational disease that occurred at the work site in the previous month.

## **28.03 Miscellaneous Safety Issues**

The University Club agrees:

- (a) To maintain a safe temperature for warming plates.
- (b) To provide and maintain a first aid kit with burn treatment equipment and medication.
- (c) To provide and maintain a hand cream dispenser in the staff area.
- (d) Wait Staff and Kitchen Equipment

The parties agree that the University Club will work with the University Club Health and Safety Committee to have all equipment checked and if it is found defective, the equipment will be replaced or repaired.

## **ARTICLE 29: JOB SECURITY**

### **29.01 Work of the Bargaining Unit**

With the exception of Management exclusions defined in Article 3.01, all University Club operational work shall be carried out by members of CUPE Local 917 (sub University of Victoria University Club) only, except for short periods of emergency relief, if necessary.

### **29.02 Restrictions on Contracting Out**

The University Club shall not terminate the services of any regular employee as the result of contracting out of services presently performed by members of the bargaining unit.

The University Club agrees that all work or services performed by the employees shall not be contracted, sub-contracted, transferred, leased, assigned or conveyed in whole or in part, to any other plant, person, company or non-unit employee, except in emergencies and in such circumstances only on a short term basis to deal with the immediate circumstances of the emergency.

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### **29.03 Notification**

In the event that the University Club proposes a major change in its method of operation that affects the terms, conditions or security of employment of a significant number of employees, it shall consult with the Union ninety (90) days in advance, to afford the Union sufficient time to meet with the University Club and attempt to lessen the impact on the affected members.

## **ARTICLE 30: COPIES OF AGREEMENT**

### **30.01 Copies of Agreement**

The Union and the University Club desire every employee to be familiar with the provisions of this Agreement and his or her rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement within thirty (30) days of signing.

## **ARTICLE 31: GENERAL**

### **31.01 Plural or Feminine Terms**

Whenever the singular, masculine or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

### **31.02 Access to Information**

The University Club agrees to provide the Union, on written request, with any information about its business, including financial information that the Union may desire for collective bargaining purposes.

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**ARTICLE 32: TERM OF AGREEMENT**

**32.01 Term of Agreement**


This Collective Agreement shall be binding and remain in full force and effect from July 1<sup>st</sup> 2016, to June 30<sup>th</sup> 2019, and shall continue in effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of renewal or a revision of this Agreement or a new Agreement. The parties agree to exclude subsections (2) and (3) of (S) 50 of the Labour Relations Code.

**32.02 Written Notice**

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement or a new Agreement.

  
\_\_\_\_\_  
Dan Angus  
General Manager, University Club of Victoria

  
\_\_\_\_\_  
Byron Spiers  
President, CUPE Local 917

  
\_\_\_\_\_  
Laura Kiehl  
University Club Executive Member  
CUPE Local 917

  
\_\_\_\_\_  
Joel Bentley  
CUPE National Representative

**SCHEDULE "A"**  
**UNIVERSITY CLUB OF VICTORIA**  
 And  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL NO. 917**

**Hourly Wage Rates**

<b>Position</b>	<b>July 1 2015</b>	<b>New Rate (1%) July 1 2016</b>	<b>New Rate (1.25%) July 1 2017</b>	<b>New Rate (1.25%) July 1 2018</b>
Support worker	12.47	12.59	12.74	12.90
Bus person	12.47	12.59	12.74	12.90
Dishwasher	13.66	13.80	13.97	14.14
Waiter/Waitress I	13.66	13.80	13.97	14.14
Salad/Sandwich person	13.66	13.80	13.97	14.14
Waiter/Waitress II	14.21	14.35	14.53	14.71
Assistant Cook	14.79	14.94	15.13	15.32
Cook I	15.69	15.85	16.05	16.25
Pastry Cook	15.69	15.85	16.04	16.24
Bartender I	16.02	16.18	16.38	16.58
Cook II	16.79	16.96	17.17	17.38
Waiter/Waitress III	17.03	17.20	17.42	17.64
Hostess	17.03	17.20	17.42	17.64
Bartender II	19.52	19.71	19.96	20.21
Sous Chef	19.52	19.71	19.96	20.21

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**SCHEDULE "B"**  
**UNIVERSITY CLUB OF VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL NO. 917**

<b>Years of Service</b>		<b>Percentage of Pay</b>
1		4%
2		4%
3		6%
4		6%
5		6.14%
6		6.4%
7		6.8%
8		7.2%
9		7.6%
10		8.0%
11		8.4%
12		8.8%

**LETTER OF UNDERSTANDING # 1**

Between

**UNIVERSITY CLUB OF VICTORIA**

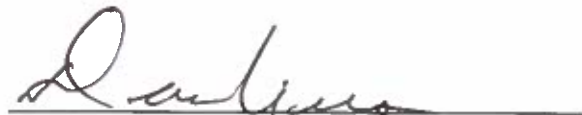
And


**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 917**

**Re: Employee Cards**

1. The University Club will allow employees the needed time during a scheduled shift to obtain a University of Victoria Employee Card
2. The parties will work together to ensure all regular employees are eligible for the Employment Card and related benefits.

SIGNED this 29 day of JUNE 2017

  
Dan Angus  
General Manager, University Club of Victoria

  
Byron Spiers  
President, CUPE Local 917

  
Laura Kiehl  
University Club Executive Member  
CUPE Local 917

  
Joel Bentley  
CUPE National Representative

**LETTER OF UNDERSTANDING # 2**

Between

**UNIVERSITY CLUB OF VICTORIA**

And


**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 917**

**Re: Apprenticeships**

Where The University Club initiates an apprenticeship position, the parties will develop a mutually agreed to plan, including the degree, if any, to which the University Club will provide financial support.

SIGNED this 29 day of June 2017

  
Dan Angus  
General Manager, University Club of Victoria

  
Byron Spiers  
President, CUPE Local 917

  
Laura Kiehl  
University Club Executive Member  
CUPE Local 917

  
Joel Bentley  
CUPE National Representative

**LETTER OF UNDERSTANDING # 3**

Between

**UNIVERSITY CLUB OF VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 917**

**Re: Dress Code**

The parties agree that the following dress code will be in effect unless mutually agreed to.

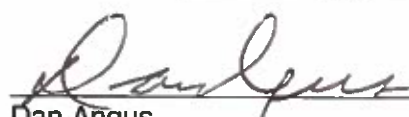
Male Server: Clean, pressed black dress shirt  
Black tie (Optional)  
Black dress pants  
Black socks  
Black dress shoes

Female Server Clean, pressed black blouse, shirt or sweater  
Black dress pants or skirt  
Black socks or nylons  
Black dress shoes


- No bare legs or open toed shoes
- Sweaters worn over black blouse will be clean and free of holes
- If wearing knee high nylons, the tops will go above any slits in the skirt being worn
- No mini skirts

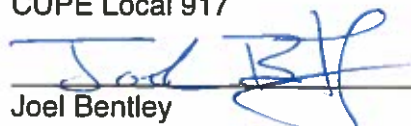
No jeans of any kind will be worn by any server.

**SIGNED** this 29 day of June 2017

  
\_\_\_\_\_  
Dan Angus  
General Manager, University Club of Victoria

  
\_\_\_\_\_  
Byron Spiers  
President, CUPE Local 917

  
\_\_\_\_\_  
Laura Kiehl  
University Club Executive Member  
CUPE Local 917

  
\_\_\_\_\_  
Joel Bentley  
CUPE National Representative

**LETTER OF UNDERSTANDING # 4**

Between

**UNIVERSITY CLUB OF VICTORIA**

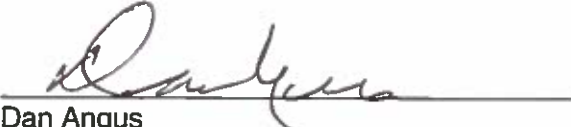
And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 917**


**Re: Employee Benefits**

The University Club of Victoria provides employee benefits to their employees through an agency agreement with the University of Victoria. The benefits available through this agreement cover multiple agency members and changes to the agency agreement can only be made through negotiations between the University of Victoria and the agencies as a group. If the agency group holds meetings or discussions on making changes to the agreement with the University of Victoria, the University Club of Victoria agrees to participate in initial discussions. These discussions may include options available to provide a Long Term Disability Plan and/or increase the benefit entitlements of these agency plans for the employees.

SIGNED this 29 day of JUNE 2017

  
Dan Angus  
General Manager, University Club of Victoria

  
Byron Spiers  
President, CUPE Local 917

  
Laura Kiehl  
University Club Executive Member  
CUPE Local 917

  
Joel Bentley  
CUPE National Representative

**LETTER OF UNDERSTANDING # 5**

Between

**UNIVERSITY CLUB OF VICTORIA**

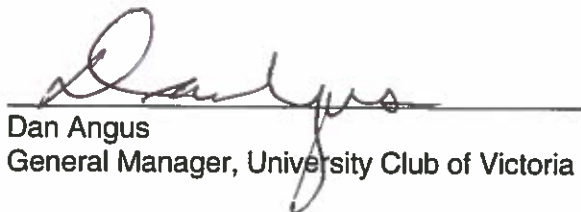
And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 917**

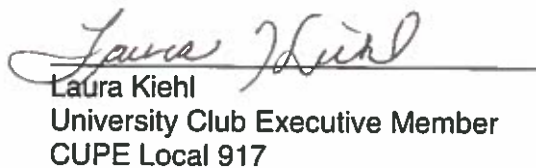
**Re: Article 21 Vacation and Article 22 Sick Leave Provisions**

The University Club will provide each employee with a monthly print-out of their up to date vacation and sick leave entitlements.

SIGNED this 29 day of JUNE 2017

  
Dan Angus  
General Manager, University Club of Victoria

  
Byron Spiers  
President, CUPE Local 917

  
Laura Kiehl  
University Club Executive Member  
CUPE Local 917

  
Joel Bentley  
CUPE National Representative

**LETTER OF UNDERSTANDING # 6**

Between

**UNIVERSITY CLUB OF VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO. 917**

**Re: Article 22: Sick Leave Provisions Costing Amortization**

The Union recognizes the cost to the change proposed in Article 22.03 (d) is a significant costing for the Employer. The intent of this LOU is to provide a cost amortization plan three (3) years for the Employer to fully fund the increase in accrual of unused sick time for employees after 15 years of continuous service. The amortization would be as follows:

Year 1 – 60 days per year as per current accrual maximum  
Year 2 – 65 days per year  
Year 3 – 70 days per year

At the end of three years 22.03 (d) – accrual of 70 days for employees after fifteen (15) continuous years of service would be fully funded by the Employer and this LOU would end.

**22.03 Additional Accumulation of Sick Leave**

Beginning January 1, 1990, and without prejudice to sick leave accumulated to that date, regular employees with three (3) years or more of continuous service may accumulate sick leave beyond the maximum specified in Article 22.01 according to the following schedule:

- 1) After three (3) years but less than six (6) years of continuous service, unused sick leave may accumulate to a maximum of twenty (20) days.
- 2) After six (6) years but less than ten (10) years of continuous service, unused sick leave may accumulate to a maximum of twenty-five (25) days.
- 3) After ten (10) years of continuous service, unused sick leave may accumulate to a maximum of sixty (60) days.
- 4) After fifteen (15) years of continuous service, unused sick leave may accumulate to a maximum of seventy (70) days. There shall be no accumulation of sick leave beyond seventy (70) days.

SIGNED this 29 day of JUNE 2017

  
Dan Angus  
General Manager, University Club of Victoria

  
Byron Spiers  
President, CUPE Local 917

  
Laura Kiehl  
University Club Executive Member  
CUPE Local 917

  
Joel Bentley  
CUPE National Representative

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## **LETTER OF UNDERSTANDING # 7**

Between

**UNIVERSITY CLUB OF VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 917**

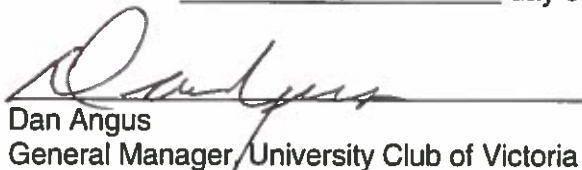
### **Re: Schedule Planning**

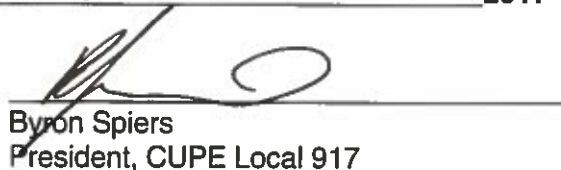
- 1) Staff scheduling will be done by a CUPE member ("Scheduler") on a trial basis till week ending June 30, 2015.
- 2) The below schedule will be used as a default schedule to begin planning weekly staff shifts.
- 3) The Club Manager will provide the Schedule with the Club's function sheets in order for them to schedule qualified staff required for the Club's operations.
- 4) The default schedule is subject to change due to operational requirements of the club but the Schedule will endeavour to maintain the default schedule whenever possible. The schedule must be approved by the Club Manager prior to being posted.
- 5) In the event the staff schedule must be changed after it has been posted the procedures under Article 18.05 will apply and the Club Manager will schedule these changes.
- 6) Regular employees (both full-time and part-time) will advise the Scheduler by Friday before the schedule is posted of dates or times they will not be available to work for the upcoming schedule.
- 7) The completed schedule will be posted prior to Wednesday for the upcoming week.
- 8) During the trial period the parties will meet monthly to review the LOU. A meeting may be called by either party to discuss issues resulting from the LOU. This LOU may be extended by mutual agreement of the parties.
- 9) As per the current practice, casual employees will be notified by the Club Manager of their upcoming schedules.
- 10) The Club office will continue to take members sick calls and replacement staff will be arranged by the Club Manager.
- 11) The pay rate for the time worked scheduling staff will be fifteen percent (15%) above the employee's regular rate of pay in accordance with Article 24.05 of the collective agreement. The normal amount of hours per week for scheduling is based on special event requirements and can vary from one to two hours per week.

Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>CHEF</b>	Till Noon	→	Till Noon	Till Noon →			
<b>RAY</b> (SOUS 38)		12-8	12-8	12-8	12-8	12-8?	
<b>LAURA</b> (Cook 137)	7-3	9-3	9-3	9-3	8-3		
<b>YUKIKO</b> (Sal Prep 32)	7-3	9-3	9-3	9-3	8-3		
<b>HANNA</b> (Asst Cook)	12-8		12-8	12-8	12-8	12-8	
<b>MATT</b> (Asst Casual)							
<b>ALEX</b> (Set)	12-4	12-4	12-4	12-4	12-4		
<b>LESLEY</b> (Dishwasher)	5:30-9:30	5:30-9:30	5:30-9:30	5:30-9:30	5:30-9:30	4-12	
<b>ADAM</b>							
<b>LUNCH</b>							
<b>DINNER</b>							

Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>LEONA</b>	10:30-2:30 PM 5-9 PM	10:30-2:30 PM 5-9 PM	10:30-2:30 PM	10:30-2:30 PM	10:30-2:30 PM	5-9 PM	
<b>JUDY</b>	10:30-2:30 PM	10:30-2:30 PM	10:30-2:30 PM 5-9 PM	10:30-2:30 PM 5-9 PM	10:30-2:30 PM		
<b>LAURA</b>	10:30-2:30 PM	10:30-2:30 PM	10:30-2:30 PM	10:30-2:30 PM	10:30-2:30 PM 5-9 PM		
<b>SHERRY</b>							
<b>CHRIS L.</b>	6-10	6-10	6-10	6-10	5-10	5-10	
<b>LESLEY</b>							
<b>PERRY</b>	10-6	10-6	10-6	10-6	11-7		

SIGNED this 29 day of JUNE 2017

  
 Dan Angus  
 General Manager, University Club of Victoria

  
 Byron Spiers  
 President, CUPE Local 917

  
 Laura Kiehl  
 University Club Executive Member  
 CUPE Local 917

  
 Joel Bentley  
 CUPE National Representative

**APPENDIX 1**

**UNIVERSITY CLUB OF VICTORIA  
EMPLOYEE REQUEST FOR LEAVE  
ARTICLE 23**

**Employee's Name:** \_\_\_\_\_ **Employee #** \_\_\_\_\_

For information about Leave, refer to the *Collective Agreement*, or *University Club Office Staff*.

**I request the following leave:**

**Date (s):**

Emergency Leave	_____	_____
Bereavement Leave	_____	_____
Personal Leave Without Pay	_____	_____
Jury Duty	_____	_____

**Please explain request (continue on reverse if required):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**To be completed by Office**

**Manager's Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_