

COLLECTIVE AGREEMENT

between

THE ARBUTUS CLUB



and

Canadian Auto Workers Local 3000



www.caw.ca

Effective January 1, 2013 to December 31, 2015

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ARTICLE 1 - PURPOSE AND SCOPE

- 1.1 The purpose of the Agreement is to promote and maintain harmonious relations between the Club and the employee, to stabilize the industry, to elevate the trade, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, unnecessary expense and avoidable delays in carrying on the work.
- 1.2 The Club agrees to recognize and bargain collectively and exclusively with the Union, so long as the Union remains the certified bargaining agent of the employees. It shall be a violation of this agreement should any representative of management ask a bargaining unit employee to waive or modify any of the contractual rights of this Agreement or allow an employee to waive or modify any of the contractual rights of this Agreement without the express written permission of the Union.
- 1.3 This Agreement shall cover all employees in the Plant Operations and Food and Beverage Departments as well as lifeguards and Red Cross swim instructors in the pool area, but excluding office employees, managers or supervisors who exercise Management functions.
- 1.4 All employees as defined in Section 1.3 above who, at the date of signing of this Agreement, are members in good standing of the Union, or who later become members of the Union, shall, as a condition of continued employment, maintain membership in good standing in the Union for the duration of this Agreement or any continuation or renewal thereof. All employees employed after this Agreement becomes effective shall become members of the Union within the first thirty (30) calendar days of employment.

ARTICLE 2 - DEDUCTION OF UNION DUES

- 2.1 The Club agrees to deduct, pursuant to written assignment of employees, from each pay period of the earnings of each employee, Union Dues and Initiation Fees from time-to-time fixed by the Union. In addition, assessments levied in accordance with the Constitution and By-laws of the Union will be deducted from members of the Union upon proper written notification from the National Executive of the Union.
- 2.2 The total amount so deducted shall be remitted with an itemized statement to the Financial Secretary of the Union within twenty (20) days following each pay date and such payment shall be made by electronic transfer.
- 2.3 The Club agrees to document Union Dues deducted from each employee for the taxation year on employees' T4's.

ARTICLE 3 - SHOP STEWARDS AND UNION REPRESENTATIVES

- 3.1 The Club agrees to recognize five (5) Shop Stewards as the employees' representatives and will accord a hearing to the Shop Stewards for settlement of disputes and grievances. Upon prior approval of Management, Shop Stewards will be provided reasonable time during working hours for the handling of employee/Union complaints or grievances. It is understood that the Shop Stewards' first obligation is the fulfillment of their responsibilities as employees.
- 3.2 An authorized representative of the Union shall be permitted to enter the Plant Operations, Food and Beverage, and Aquatic areas, at any reasonable time in the interest of the employees covered by this Agreement, provided that the Manager is first contacted, and that there will be no disruption of employees' duties. With particular reference to the pool employees, the Union recognizes that they should not be interrupted while they are on lifeguard duties.
- 3.3 In the event of a complaint or grievance respecting an employee's pay the Union Representative shall, upon request to the Manager, have access to the time sheets. The Representative shall, upon request to the Chief Executive Officer, have access to the pay records.
- 3.4 Upon request to the Chief Executive Officer, the Club shall grant a leave of absence without pay for a period of two or three years (as the case may be) to an employee who is elected to Union office. Upon request, such leave may be extended for a further term of office if the employee is re-elected. An employee who obtains such leave(s) of absence must return to the employ of the Club at the end of the elected term(s) to retain employee status.
- 3.5 The Club shall grant a leave of absence without pay to employees who are elected to attend Union Conventions, to participate in negotiations involving the Employer, and for other Union business. The leave of absence is limited to one employee from each department at any one time.

Subject to the operating requirements of the Club and upon seven (7) days prior written notice, all Shop Stewards may be granted leave to attend Shop Steward and committee training at the same time.

- 3.6 It is agreed that before the employee receives this leave of absence, as set forth in Clauses 3.4 and 3.5 above, the request shall be forwarded to the Employer in writing twenty-one (21) days prior to the day on which the leave of absence is to commence.
- 3.7 The number of employees granted leave of absence for these purposes shall be subject to the service requirements of the Club.
- 3.8 The leave of absence granted under this Article will not constitute a break in seniority and the employee shall have the option of maintaining contributions

towards the various welfare benefit programs, subject to the terms and conditions of these plans.

ARTICLE 4 - DAYS AND HOURS OF WORK AND OVERTIME

- 4.1 (a) The regular hours of work shall not exceed forty (40) hours per week and eight (8) hours in a shift with the exception of regular part-time Aquatics staff.
- (b) Employees' days off shall be consecutive.
- (c) An employee will not be scheduled to work more than five (5) days in a row without his/her consent.
- (d) The restrictions on scheduling will not prevent call out for unscheduled hours if required for proper operation of the Club.
- (e) Subject to the operational requirements and service needs of the Club, the Club agrees to schedule employees with a view to maximizing hours of employment per day and per week.
- 4.2 Management will post the work schedules not later than 12:00 noon on Friday, and such schedules will cover as follows:
- (a) The following one (1) week in the Food and Beverage Department and Reception;
- (b) The following two (2) weeks in all other Departments.
- 4.3 An employee's posted work schedule or shift will not be changed without his/her agreement, unless such change is caused by an unexpected event.
- 4.4 The recognized shifts for all classifications shall be four (4), five (5), six (6), seven (7) or eight (8) hours in duration. Employees may propose to management and union alternate shift schedules provided it does not result in increased costs, e.g.: additional staffing or overtime. If the parties agree the alternate shift will be introduced on a trial basis for 90 days.
- 4.5 (a) An employee working a shift of more than five (5) hours shall receive an unpaid meal period of not less than one half (1/2) hour between the third (3rd) and fifth (5th) hour of his/her shift. If the Club requires an employee to perform work or to remain in their work area during the meal period, the employee will be paid for the entire meal period at the applicable rate of pay.

- (b) An employee working four (4) hours or more shall receive one paid fifteen (15) minute rest period. An employee working a shift of more than six (6) hours shall receive one additional paid fifteen (15) minute rest period.
 - (c) With respect to Aquatics employees, swimming lessons will be scheduled so that there is a five (5) minute break between lessons.
 - (d) An employee whose meal period is interrupted due to the operational requirements of the Club shall, following completion of the required work responsibility, have ten (10) minutes added to the remaining time of his/her meal period.
- 4.6 An employee temporarily, assigned for one (1) hour or more cumulative in anyone shift to a higher rated position, shall receive the higher rate while occupying such position. An employee temporarily assigned to a lower rated position shall not have his/her rate reduced.
- 4.7 Time worked in excess of eight (8) hours per day shall be considered as overtime and shall either:
- (a) Be paid at time and one-half (1 ½ x) the regular rate; or
 - (b) Upon the request of the employee, be accrued as banked hours at one and one-half (1 ½ x) times the number of hours worked.
- 4.8 Time worked in excess of ten (10) hours per day, or on a sixth or seventh shift in a work week, shall either:
- (a) Be paid at double (2x) the regular rate; or
 - (b) Upon the request of the employee, be accrued as banked hours at double (2x) the number of hours worked.
- 4.9 Overtime shall be paid or banked to the next quarter hour calculated on a daily basis, that is, the overtime pay for any overtime hours worked shall be rounded up to the next higher quarter hour.
- 4.10 The response of the employees requested to work unscheduled hours will be on a voluntary basis and will be offered by seniority. Employees in the Aquatic Department will have a choice as to how they are contacted, ie: cell phone, email, or home phone.

Employees will accept and be assigned opportunities in the following manner:

- Immediate – 24 hours – first call/email back first to get shift, must call and email seniority list in order;

- 24 – 48 hours – 30 minutes to return call/email, after that time first call/email to call back, first to get shift;
- 2 days to 6 days – 12 hours to return call then first call/email back first to get shift, must call and email seniority list in order;
- one week – 24 hours – then first call/email back first to get shift, must call and email seniority list in order;
- over one week – 48 hours - then first call/email back first to get shift, must call and email seniority list in order.

4.11 Employees who have agreed to work overtime immediately following their regular shift shall be given a fifteen (15) minute paid rest period within the first hour of overtime and further breaks will be in accordance with Article 4.5.

4.12 A maximum of one hundred and twenty (120) hours may be accrued as banked hours and may be withdrawn by an employee in whole or in part. In the event an employee also wishes time off, such time will be by mutual agreement and subject to the service requirements of the Club. Banked overtime will be taken or paid at the rate earned.

The Club will make every reasonable effort to accommodate employee requests for time off.

4.13 Employees will not be required to commence working a new shift until at least twelve (12) hours have elapsed since ending their previous shift unless otherwise agreed to by the employee.

4.14 No employee shall suffer a loss of wages of time lost on Federal or Provincial election days.

4.15 Split shifts will be voluntary and no employee will be required to work split shifts.

4.16 Where possible and practical, the Club agrees to practice the principles of seniority in the assignment of overtime.

4.17 The Club agrees to equitably distribute overtime opportunities on a seniority preference basis.

4.18 Employees may exchange shifts with prior authorization of the employer.

- (a) There shall be no increased cost to the employer should employees exchange shifts with the employers authorization.

ARTICLE 5 - GENERAL HOLIDAYS

5.1 The following days, and any other days declared as holidays by the Federal and Provincial Governments, shall be paid General Holidays:

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

5.2 In the event that an employee's day off falls on a Statutory Holiday, the employee shall receive his/her normal day's wages as calculated in 5.3(b).

5.3 (a) Employees who are eligible for Statutory Holiday pay will receive a normal day's pay for the Statutory Holiday, whether or not they are scheduled to work on the Statutory Holiday.

(b) For purpose of this Article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours he/she has worked in the two (2) week period immediately preceding the week in which the Statutory Holiday occurs, divided by ten (10), to establish the hours to be paid for the Statutory Holiday. In the case of the calculation of a normal day's pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.

(c) An employee who is scheduled by the Employer to work on a Statutory Holiday shall be paid one and one-half (1-1/2) times his/her normal wage rate for any hours so worked, on all Statutory Holidays, in addition to the payment provided for in (a) above.

(d) An employee who works more than his/her regularly scheduled hours shall be paid double time and one-half (2-1/2) for all such hours worked.

5.4 (a) To be eligible to receive pay for a Statutory Holiday, an employee must work his/her last regularly scheduled shift immediately prior to the holiday and his/her first regularly scheduled shift following the holiday.

(b) The eligibility requirements in Paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The Employer is entitled to require a doctor's certificate as proof of such sickness or accident, and any abuse of this provision by an employee may be cause for discipline.

- 5.5 (a) Should any Statutory Holiday occur during an employee's vacation period, the formula in 5.3 (b) shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall, in addition, receive an extra day off, either the working day preceding or the working day following the vacation period.
- (b) Should a Statutory Holiday fall during the first week immediately following the end of an employee's vacation, the formula in 5.3 (b) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.
- (c) Should a Statutory Holiday fall during the second week immediately following the end of an employee's vacation, the formula in 5.3 (b) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.
- 5.6 Employees required to work on Christmas Eve shall be paid or have banked double their regular rate for all hours worked beyond 4:00 p.m. on Christmas Eve. Employees required to work on New Year's Eve shall be paid, or have banked, double their regular rate for all hours worked beyond 10:00 p.m. on New Year's Eve.

ARTICLE 6 - ANNUAL VACATIONS

- 6.1 An employee who has completed the service requirements listed below shall be granted a vacation and receive vacation pay as follows:

<u>Service Requirements</u>	<u>Length of Vacation</u>	<u>Computation of Vacation Pay</u>
1 year	2 weeks	4% of wages earned since previous vacation
3 years	3 weeks	6% of wages earned since previous vacation
8 years	4 weeks	8% of wages earned since previous vacation
15 years	5 weeks	10% of wages earned since previous vacation

20 years	6 weeks	12% of wages earned since previous vacation
25 years	7 weeks	14% of wages earned since previous vacation

- 6.2 (a) Employees shall receive their vacation entitlement in a consecutive two (2) week period; an additional week(s) may be taken concurrently except when the efficient operations of the Club would be adversely affected.
- (b) If the Club requires an employee to change an approved and assigned vacation period, the employee shall receive one (1) week of vacation pay, in addition to their regular entitlement, for each disrupted week of vacation.
- 6.3 (a) Annual vacation schedules will be placed on the bulletin board no later than November 15th. After December 31st those employees who have not recorded their choice of vacation time will not be able to exercise seniority rights for vacation purposes. The approved and assigned vacation schedule will be posted on January 15th, and each employee will receive written confirmation of their approved vacation.
- (b) Selection of vacation time shall be by seniority in the classification subject to (a) above.
- (c) Except as outlined in Article 6.4 (b), no vacation pay shall be paid for vacation time not taken.
- (d) By mutual agreement, employees may carry over one week of vacation time into the next vacation year. Such extended vacation must be fully taken during that following year.
- 6.4 Vacation pay shall be paid out at the following times:
- (a) Full-time employees shall receive their vacation pay at the beginning of their vacation; and
- (b) Part-time employees shall receive their vacation pay on January 31st of each year.

ARTICLE 7 - BENEFIT PLANS

7.1 Full-time employees will be entitled to benefits as follows:

- (a) The Club will provide full-time employees who have completed their probationary period with Group Life Insurance of \$30,000. Accidental Death and Dismemberment will be added in the amount of \$30,000.

After age 65, the Group Life coverage will be reduced to \$10,000. For full-time employees and after age 70, the Group Life coverage will be reduced to \$5,000 for full-time employees. After age 65 and up to age 70, any employee(s) who wishes to do so may elect, on an annual basis, to pay the additional premium to maintain coverage of \$30,000, and after age 70, may elect on annual basis to pay the additional premium to maintain coverage of \$10,000. Any additional premium will be divided equally among employees who elect to maintain the increased coverage.

- (b) The Club will provide a Dental Plan to full-time employees who have completed their probationary period as follows:

- 100% basic expenses -no deductible
- 50% major Restorative Expenses
- 50% major Orthodontic Expenses

Plan Maximums:

- Basic/Major Restorative combined maximum \$2,000 per person per calendar year;
- Orthodontic lifetime maximum \$3,000 per person.

Vision Care

- \$300.00 maximum in a 2 calendar year period.

Drug Card

The Parties agree that effective January 1, 2013, a prescription Drug Card will be provided to employees and their spouses, if any, who qualify for benefits under Article 7.1.

Survivor Benefits

The Parties agree that effective January 1, 2013, employees who qualified for benefits under Article 7.1, their spouses will be entitled to survivor benefits for a period of 2 calendar years.

Travel Benefits

The Parties agree that effective January 1, 2013, employees who qualified for benefits under Article 7.1, will receive enhanced Travel Medical Benefits as outlined in the Blue Cross Benefits Guide.

- (c) The Club will provide basic Medical and Extended Health Insurance to full-time employees who have completed their probationary period.
- (d) Regular full time employees hired prior to February 1st, 2001 will accumulate sick leave credits at the rate of one and one quarter (1-1/4) days per month up to a maximum of sixty-five (65) days. Sick leave may be taken only for legitimate illness and the Club may require a doctor's certificate to prove illness. Payment for sick leave shall cover the 2nd and subsequent days of any illness.
- (e) Employees hired on or after February 1st, 2001 will participate in the following Plan.
 - Employees who have performed work for one thousand, eight hundred and twenty (1,820) hours or more in the previous calendar year will receive ten (10) days Sick Leave which may be used during the current calendar year only. Employees performing work for less hours will receive a proportionate amount of Sick Leave days. For example, an employee who performed work for nine hundred and ten (910) hours would receive five (5) days.
 - Sick Leave Days shall cover the third (3rd) and subsequent days of an illness.

- 7.2
- (a) Following completion of the probationary period, a casual employee will qualify for benefits under Article 7.1 after completion of six (6) consecutive pay periods during which the average hours worked per week is greater than twenty (20) hours per week. Pay periods are twice monthly.
 - (b) If at any time following a casual employee's qualification for benefits, that employee's average weekly hours worked drops below twenty (20) hours per week through six (6) consecutive pay periods, benefits will cease until re-establishment pursuant to Article 7.2 (a).

- (c) Hours worked as vacation relief, sick relief, or other unscheduled relief will not be used in the calculation determining the average hours worked per week.

ARTICLE 8 - EMPLOYEE BENEFITS

- 8.1 (a) All uniforms or specified articles of wearing apparel worn by employees while on duty shall be supplied, maintained and laundered by the Club free of cost to the employees.
 - (b) The Club will reimburse Maintenance / Ice person for shoes and boots purchased to be worn at work up to a maximum of one hundred dollars (\$100.00) per year, and will reimburse Utility/Receivers for steel-toed shoes or boots purchased to be worn at work up to a maximum of one hundred dollars (\$100.00) per year, which amounts may be claimed at the end of each year of employment.
 - (c) The Club will provide a sufficient number of parkas for Maintenance Workers for use in the rink arena and the outside areas.
- 8.2 Employees will have the right to free coffee, tea and fountain soft drinks during scheduled break times.
- 8.3 Upon completion of the probationary period, an employee who is called for jury duty, or is subpoenaed to be present in court as a witness, shall be granted a leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received an employee shall continue to receive his/her full wages for such period of time.
- 8.4 An employee, on her written request supported by a certificate of a medical practitioner, is entitled to a maternity leave of absence from work without pay as per Employment Standards subject to the following:
- (a) The leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
 - (b) Where an employee who has been granted leave of absence is unable to return to work after the expiration of the leave, the employee will receive a further leave of absence from work, without pay, for a period not exceeding an additional six (6) consecutive weeks.
 - (c) The Club may require an employee to commence a leave of absence where the duties cannot reasonably be performed by the employee because of the pregnancy, and where alternative employment is not available. The leave of absence shall continue until the employee

provides a certificate from a medical practitioner stating that she is able to perform her duties.

- (d) During maternity leave, the Club shall maintain the employee's coverage in the applicable benefit plans of Article 7.
- (e) When an employee's spouse gives birth to a child, the employee, on written request, is entitled to a paternity leave of up to three (3) days without pay.
- (f) Employees are entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period if the employee requests, commencing:
 - (i) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child; and
 - (ii) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.

8.5 An employee may request a leave of absence without pay. The request, in writing to the Chief Executive Officer, shall identify the date on which the leave will start and the date the employee will resume work. The request for a leave of absence will be presented at least twenty-one (21) calendar days before the leave is to commence. The granting of a leave of absence remains within the discretion of the Club and confirmation will be presented to the employee at least fourteen (14) calendar days before the leave is to commence. The leave of absence does not constitute a break in service or seniority.

8.6 Employees absent due to death in their immediate family during periods when they are scheduled and available for work, shall receive four (4) days' pay from the date of notification of death for such time lost (and in the case of grandparents, brothers-in-law and sisters-in-law, sons-in-law and daughters-in-law, one (1) day off with pay if not residing with the employee). In the event an employee requests additional time off, such time without pay may be granted by the Manager. The above will only apply to the immediate family which includes children, spouse, parents, brothers, sisters, parents-in-law, grandchildren and any relative residing permanently with the employee. The above benefits shall not be implemented during vacation, sick leave, leave of absence, or leave due to a work-related injury.

8.7 (a) Upon confirmation by a medical practitioner, an employee who is injured while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of his/her

work day at his/her regular rate of pay. The Employer shall bear the costs of any necessary transportation.

- (b) An employee returning from sick leave, maternity leave, or leave due to a work-related injury will return to their former position on the subsequent work schedule. If there is doubt as to the employee's ability to resume their previous job the Club may require a certificate from a medical practitioner stating that the employee is able to perform the required duties.

8.8 Employees requested by the Club to attend meetings, or required to take courses to upgrade their job or learn a new job, will be paid their regular hourly rate for such time. Tuition costs of such training courses will be paid by the Club.

8.9 When a job disappears because of technological change, or change of production methods, the regular incumbent of such a job will keep the regular rate of the job from which he/she transferred for a period of two (2) years unless he/she is transferred to a higher rated job, subject to the right of the Club to assign such employee to any job which becomes vacant, providing the employee has the necessary qualifications and ability.

8.10 (a) Upon request, a person or persons designated by the Employer and empowered to act on a subject will meet with the Shop Stewards on a monthly basis to review problems that may arise concerning the application and operation of the Collective Agreement.

The Parties agree to establish a quarterly union/management meeting at a headquarters level involving the National Staff Rep, the Local Service Rep and the shop stewards. The purpose of the meeting is to discuss work related issues and concerns.

- (b) All Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Employer.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Shop Steward agrees there are no problems, it will not be necessary to convene the monthly meeting.
- (e) It is agreed that this Article satisfies the requirement for a joint Consultation Committee for the purposes of Section 53 of the Labour Relations Code.

8.11 Employees will not be requested or required to use their vehicles on Club business.

- 8.12 Training of employees will be done by management staff or by the designated lead hand.

ARTICLE 9 - SENIORITY AND LAYOFFS

- 9.1 (a) Employees will be considered on probation until they have worked sixty (60) shifts. If found unsuitable during such period, such employee will not be retained in the service of the Club. Upon completion of the probationary period, the employee will be credited with seniority dating back to the first day of the probationary period.
- (b) Where a written performance evaluation indicates doubt as to the probationary employee's suitability for continued employment, the Employer may extend the probation period by thirty (30) calendar days.

- 9.2 (a) (i) Work Performance

Where an employee's work performance is concerned, the Club agrees to follow a fair, corrective and progressive discipline procedure.

- (ii) No Discrimination

There shall be no discrimination against any employee for being a member of the Union or for fulfilling the duties of an Officer or Committee Member of the Union.

- (iii) Disciplinary Limitation

The Club shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

- (iv) Right to Shop Steward

If employees are to receive formal discipline they must be accompanied by their Shop Steward (or in the Shop Steward's absence, another member of the Union of their choice) when being disciplined by a member of management.

- (v) Recognition of Legal Picket Lines

An employee covered by this Agreement will not be required to cross a legal picket line.

vi) Access to Personnel File

Upon adequate notice to the manager, an employee shall have reasonable access to review his/her personnel file.

(vii) Right to File Written Objections

An employee may register their written objection to any entries on file which shall also then be included in the file.

(viii) Signing of Written Discipline

Whenever an employee signs a document pertaining to discipline they do so only to acknowledge that they have been notified accordingly.

- (b) The Club will forward to the Union a copy of all written warnings, suspensions or discharges presented to employees.

9.3 Termination of employment and loss of seniority shall result from any of the following:

- (a) Discharge for just cause or other termination by the Club;
- (b) Resignation;
- (c) Retirement;
- (d) Continuous layoff for a period exceeding nine (9) months or in the case of a lay-off due to renovation, the length of the renovation;
- (e) Absence for three (3) days without notice to the Club unless such absence was for reasons beyond the employee's control;
- (f) Failure to return to work at prescribed time after approved leave of absence pursuant to this Agreement unless such absence was for reasons beyond the employee's control;
- (g) Working for another employer while on Leave of Absence unless the Leave of Absence was granted for that purpose.

9.4 On a quarterly basis, the Club will provide a list entitled 'Seniority List' to the Union and the Shop Stewards which will include names, addresses, telephone numbers (excluding employee's unlisted number), seniority, service dates, and classifications. The Union and Shop Stewards will be advised monthly of any additions or deletions from or other changes to the List.

- 9.5 In the event of a layoff of three (3) or more employees, the Union and the employees affected will be notified not less than thirty (30) calendar days in advance of any resultant layoff unless the layoff is caused by circumstances beyond the control of the Club.
- 9.6 (a) The Club shall not lay off an employee who has completed a period of employment of at least six (6) consecutive months without giving the employee at least two (2) weeks' notice in writing, or pay in lieu thereof.
- (b) Upon completion of three (3) consecutive years of service, an employee will receive one additional week's notice of pay in lieu thereof, and for each subsequent completed year of service an additional week's notice, or pay in lieu thereof, to a maximum of eight (8) weeks' notice, or pay in lieu thereof, or a combination of same.
- (c) The Union will receive a copy of all such lay-off letters presented to employees.
- 9.7 When a layoff occurs within the bargaining unit, the last employee hired shall be the first employee to be laid off, based on length of service within the particular classification and department, it being understood that:
- (a) An employee will only be laid off if more senior employees have the qualifications to perform the necessary work;
- (b) An employee in a higher classification may be demoted to a lower classification.
- (c) For the purpose of this Article, Departments shall be identified as: Reception, Plant Operations, Aquatics, and Food and Beverage.
- 9.8 (a) Laid off employees shall be called back in the reverse order in which they were laid off.
- (b) The Club shall give notice of recall from layoff by registered letter to the last recorded address of the employee and the Union will receive copies of such letters. Employees shall keep the Club advised of their current addresses.
- 9.9 Subject to the operating needs of the business, management will consider senior employees with respect to assignment of shifts, hours, and days off.
- 9.10 The Parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e.) doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to

discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

ARTICLE 10 - PROTECTION OF UNION RIGHTS

- 10.1 All working conditions at present in force and known to management which are not subsequently mentioned in this Agreement and which are not contrary to the general purpose and intent of this Agreement shall continue in full force and effect.
- 10.2 Management and other employees outside the bargaining unit shall not perform bargaining unit work beyond current practice. This will not displace or reduce the hours of any bargaining unit employee.
- 10.3 The Club will provide the Union with a Notice Board to be located near to the employee time clock. The Notice Board will be clearly identified as "CAW LOCAL 3000 NOTICE BOARD", where the Union may post bulletins pertaining to Union business, election of officers, social and recreational events.
- 10.4 The Club will provide lockers for securing the valuables of employees while they are on shift. Employees will supply their own locks.
- 10.5 The Club will print copies of the Collective Agreement for the employees in booklet form. The agreement will be provided within thirty (30) days of signing of the Collective Agreement.
- 10.6 Union Orientation

The Club will permit the Unit Chair to address new members of the bargaining unit, and shall be afforded a period of no less than fifteen (15) minutes to make a presentation, handout the Collective Agreement and answer questions during working hours.

ARTICLE 11 - MANAGEMENT RIGHTS

- 11.1 Nothing in this Agreement shall detract from or interfere with the right of Management to suspend, transfer, layoff, or discharge employees for just cause.
- 11.2 The entire Management of the operation and the direction of the Club's undertaking is vested exclusively in the Club and the Union shall not in any way interfere with those rights. It is understood that such rights shall not be used or exercised in any way inconsistent with the terms and provisions of this Agreement.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.1 It is agreed that any grievance or dispute arising out of the interpretation or application of this Agreement shall be promptly discussed with the parties hereto who shall diligently cooperate with each other in an effort to adjust such a grievance as quickly as possible.
- 12.2 (a) The agreed procedure for adjusting all grievances and disputes shall be as follows:
- Step 1:** The grievances shall be discussed between the employee(s) and their Department Manager within ten (10) calendar days from the date of the incident. If an employee so desires, he/she may be accompanied by a Shop Steward (or, in the Shop Steward's absence, by another member of the Union).
- Step 2:** In the event of failure to reach an agreement under the provisions of Step 1, the Shop Steward and/or Union Representative may, within ten (10) calendar days from the discussion in Step 1, discuss and attempt to settle such grievance with their Department Manager.
- Step 3:** If an agreement is not reached under Step 2, the Union will, within seven (7) calendar days from the discussion in Step 2, notify the Chief Executive Officer in writing of the nature of the grievance and a grievance hearing will be held within ten (10) calendar days from the date of receipt of the written grievance between the Chief Executive Officer and the Union.
- (b) It is agreed that where an employee's pay is concerned, the time limits in Steps 1, 2 and 3 will not be applied to dismiss the grievance.
- (c) In the event of failure to reach an agreement under Step 3, the grievance may then be submitted to a Board of Arbitration.
- 12.3 Thirty (30) calendar days shall be allowed for the setting up of a Board of Arbitration. It shall be composed of one (1) representative appointed by the Union, and one (1) representative appointed by the Club and the two (2) so appointed shall then select an impartial Chairperson.
- 12.4 In the event of failure of the two (2) appointed representatives to agree to a Chairperson, the Minister of Labour shall be requested to appoint the Chairperson.
- 12.5 The decision of a majority of the Board shall be deemed to be the decision of the Board and shall be final and binding. All expenses incurred by the Board shall be

paid equally by the parties. Each party will pay its own costs, including those of its representatives.

- 12.6 The parties may mutually agree that a single arbitrator be appointed in place of a Board of Arbitration. In the event that the parties agree on a single arbitrator, the arbitrator shall have the same powers as a Board of Arbitration under this Agreement.
- 12.7 It is understood that any of the time limits referred to in Article 12 - Grievance Procedure, may be extended by mutual agreement between the National President or Union Representative of the Union and the Chief Executive Officer of the Club.

ARTICLE 13 - CLASSIFICATIONS AND WAGE RATES

- 13.1 The classifications and wage rates for the effective period of this Agreement shall be those attached hereto in Appendix "A".
- 13.2 Employees who are receiving rates of pay in excess of those shown shall continue to receive the higher rate of pay plus any negotiated wage increases as long as they continue to be employed.
- 13.3 When a bona fide new classification is to be established which cannot be properly placed in the existing wage scale by mutual agreement, Management will establish the classification and rate on a temporary basis. Written notification of the temporary rate and classification will be furnished to the Union within seven (7) calendar days of establishment.
- 13.4 If, fourteen (14) calendar days after such notifications, the Club and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be taken to arbitration in accordance with Section 12.2 of Article 12 of this Agreement.
- 13.5 It is specifically agreed that no Board of Arbitration shall have the authority to alter or modify the existing classifications or wage rates but it shall have the authority, subject to the provisions of this Agreement, to determine whether or not the new classification or wage rate has been set properly within the framework of the established classification and rate schedule.
- 13.6 If the Board of Arbitration sets a new rate higher than the temporary rate, it shall be applied retroactively to the date of the establishment of the temporary rate and classification.

ARTICLE 14 - JOB POSTING

- 14.1 When a bona fide new classification is to be created or a job vacancy occurs in the bargaining unit, a suitable advance notice will be posted on the Union Notice Board for not less than five (5) calendar days.
- 14.2 In considering a promotion or in filling a job vacancy the skill, qualifications and ability of the applicants shall be the primary considerations. If those factors are equal seniority shall govern.
- 14.3 The successful applicant on a job vacancy shall be considered to be on a trial period for up to twenty (20) shifts worked. The Club management will ensure that the successful bidder is afforded the opportunity for training and instruction necessary to perform the job in a satisfactory manner. An employee who fails to demonstrate his/her ability to perform the job shall be returned to their former position, without a loss of seniority. Where a salary range is in effect, an employee promoted to a higher classification shall receive the first increment step which provides an increase.
- 14.4 Management will accept written applications in advance from employees for job openings referred to in Article 14.1 which may occur during an employee's annual vacation or leave of absence. Such applications will only be effective for the period of the annual vacation or leave of absence.
- 14.5 Copies of all job postings in the Plant Operations Department and the Food and Beverage Department shall be mailed to the Union office on the day of the posting.

ARTICLE 15 - SAFETY COMMITTEE

- 15.1 It is agreed that it is the responsibility of the Club to make reasonable provisions for the Health and Safety of all employees during the hours of their employment and to provide proper training and instruction on safe work practices.
- 15.2 In order to maintain a cooperative interest in safety, employees will inform Management as soon as practicable of all injuries resulting from accidents occurring in the work place.
- 15.3 The Union and the employees agree that employees share responsibility for their safety and health and agree to cooperate fully with the Club on all matters of health and safety.
- 15.4 (a) The Safety Committee will be comprised of one (1) representative (and one (1) alternate) from each of the Departments, (Reception, Aquatics, Food & Beverage, and Plant Operations) elected or selected by the Union, and one (1) representative (or alternate) appointed by the Club. The

Committee will meet as required to discuss and make recommendations concerning any safety matters raised by any member of the Committee or any employee of the Club, but in any event will meet at least twelve (12) times each calendar year to deal with safety issues that affect employees.

- (b) The Employer shall comply with all applicable provincial and municipal Health and Safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice that may be improved upon by agreement of the Health and Safety Committee.

15.5 The Club will post copies of the minutes and recommendations of the Safety Committee on the bulletin boards in the following areas:

- kitchen
- maintenance
- programs
- staff room
- time clock

15.6 There shall be qualified First Aid Attendants on duty to cover all shifts worked. Where bargaining unit employees, other than aquatics personnel are required and scheduled by the Club as qualified Industrial First Aid Attendants, they will receive twenty-five cents (\$0.25) per hour over their regular rate.

ARTICLE 16 - DURATION OF AGREEMENT

16.1 This Agreement shall come into effect and be effective from the 1st day of January 2013 to midnight of the 31st day of December 2015 and thereafter from year to year subject to the right of either party to give written notice to the other party either to terminate or seek amendments to this Agreement. In either case, time limits must be in accordance with the relevant Provincial Statute and this Agreement shall remain in full force and effect during negotiations for its renewal or amendment.

16.2 It is mutually agreed that the operation of Sections 50 (2) and (3) of the Labour Relations Code of British Columbia are excluded from this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunder caused their seals to be affixed under the hands of the proper officers.

Signed this 22 day of January ¹³~~2012~~, at New Westminister BC.

For the Company:

Arbutus Club




Brent Elkington, C.E.O.
Arbutus Club


For the Union:

Canadian Auto Workers
Local 3000

John Kalman
Bargaining Committee



Freda Dioneda
Bargaining Committee



Bobby Yalowica
Local 3000 Representative



Bruce Snow
National Representative

LETTER OF UNDERSTANDING #1

between

THE ARTBUTUS

and

CANADIAN AUTO WORKERS, LOCAL 3000

Re: Registered Retirement Savings Plan

Effective January 1, 2013, the Arbutus Club agrees to contribute one dollar and ten cents (\$1.10) per hour for all employees who qualify for the Employee Benefit Plans (Article 7) into a Group Registered Retirement Savings Plan to be established by the Union (e.g. Canada Trust or comparable carrier). Employees will be allowed to authorize the Club to make monthly payroll deductions from their pay and deposit the same as an employee contribution to the Group RRSP over and above the Club contribution.

Effective January 1, 2008, the Arbutus Club agrees to contribute one dollar (\$1.00) per hour for all employees who qualify for the Employee Benefit Plans (Article 7) into a Group Registered Retirement Savings Plan to be established by the Union (e.g. Canada Trust or comparable carrier). Employees will be allowed to authorize the Club to make monthly payroll deductions from their pay and deposit the same as an employee contribution to the Group RRSP over and above the Club contribution.

Effective January 1, 2009, the Arbutus Club agrees to contribute one dollar and five cents (\$1.05) per hour for all employees who qualify for the Employee Benefit Plans (Article 7) into a Group Registered Retirement Savings Plan to be established by the Union (e.g. Canada Trust or comparable carrier). Employees will be allowed to authorize the Club to make monthly payroll deductions from their pay and deposit the same as an employee contribution to the Group RRSP over and above the Club contribution.

It is understood that employees who receive the Employer contribution to the Group RRSP will not be eligible for the twenty cent (\$0.20) per hour five (5) year seniority bonus as per Appendix " A ". Employees who have achieved, or who achieve five (5) years' seniority who are not eligible for the Group RRSP, will continue to receive or will receive the twenty cent (\$0.20) per hour five (5) year seniority bonus.

Signed this 22 day of January ¹³ 2012, at New Westminster BC.

For the Company:

Arbutus Club



Brent Elkington, C.E.O.
Arbutus Club

For the Union:

Canadian Auto Workers
Local 3000

John Kalman
Bargaining Committee



Freda Dioneda
Bargaining Committee



Bobby Yalowica
Local 3000 Representative



Bruce Snow
National Representative

LETTER OF UNDERSTANDING #2

between

THE ARBUTUS CLUB

and

CANADIAN AUTO WORKERS, LOCAL 3000

RE: Sexual or Racial Harassment or Discrimination

1. The Club and the Union agree to subscribe to the principles of the Human Rights Act of British Columbia, which Act prohibits harassment in the form of discrimination because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, mental disability, sex, sexual orientation, age or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person.
2. The Club acknowledges its duty to provide a workplace which is free from sexual and racial harassment. The Union will not tolerate or condone behaviour which constitutes sexual or racial harassment by any of its members.
3. Sexual harassment means any repeated and/or unwelcome words or actions made by a person who knows or ought to know it is unwelcome and includes but is not limited to the following:
 - a) unnecessary touching or patting;
 - b) suggestive remarks or other verbal abuse;
 - c) leering at a person's body;
 - d) compromising invitations;
 - e) demands for sexual favours;
 - f) physical assault.
4. The Club and the Union agree that retaliation or threats of retaliation against a person because that person complains or has complained or is named or was named in a complaint of sexual or racial harassment, gives evidence or otherwise assists in respect of a complaint constitutes prohibited harassment for the purposes of this Letter of Understanding.

5. An employee who complains of sexual or racial harassment by virtue of the alleged conduct of an employee within or outside of the bargaining unit will report such harassment to Club management and management will be provided a reasonable opportunity to have the matter resolved.
6. Where the complaint is not resolved by management to the satisfaction of the employee, the employee may refer the complaint to an outside investigator who will investigate the complaint, resolve it with the agreement of the affected employees or provide the Club and the Union with a report of the investigation.
7. This process is intended to be strictly confidential so far as permitted within the prescriptions of law and requirements of due process.
8. An employee may seek the assistance of a Union representative during any part of the procedure.
9. If, in the investigator's opinion, the complaint is without merit or is not a properly grounded complaint pursuant to this Letter of Understanding, he/she may refuse to commence a formal investigation, or otherwise bring the complaint to conclusion.
10. The investigation shall be completed within thirty (30) days following the commencement of the formal investigation stage. Once the investigation has been completed, the investigator's report will be discussed by the investigator with the complainant, the Union, the alleged harasser and the Club.
11. The investigator will submit a written report with any recommendations to the Club and the Union. With the exception of any proceedings external to the Collective Agreement, the investigator's report will not be referred to by either the Union or the Club.
12. The investigator(s) will be selected by the parties. Failing agreement in this regard the Director of the Collective Agreement Arbitration Bureau will name the investigator(s). The fees and reasonable expenses of the investigator(s) shall be shared equally by the Club and the Union.
13. The foregoing is without prejudice to the parties' respective rights under the Grievance Procedure in the Collective Agreement.

Signed this 22 day of January ¹³ 2012, at New Westminister BC.

For the Company:

Arbutus Club



Brent Elkington, C.E.O.
Arbutus Club

For the Union:

Canadian Auto Workers
Local 3000

John Kalman
Bargaining Committee



Freda Dioneda
Bargaining Committee



Bobby Yalowica
Local 3000 Representative



Bruce Snow
National Representative

LETTER OF UNDERSTANDING #3

between

THE ARBUTUS CLUB

and

CANADIAN AUTO WORKERS, LOCAL 3000

Re: Layoffs – Article 9.8

For the purpose of applying Article 9.8, it is agreed that:

1. Maintenance/Ice Person, Maintenance/Ice Person II and Maintenance Engineer shall be considered to be one classification.
2. Reception and Reception II shall be considered to be one classification.

Signed this 22 day of January 13 2012, at New Westminister BC.

For the Company:

Arbutus Club



Brent Elkington, C.E.O.
Arbutus Club

For the Union:

Canadian Auto Workers
Local 3000

John Kalman
Bargaining Committee



Freda Dioneda
Bargaining Committee



Bobby Yalowica
Local 3000 Representative



Bruce Snow
National Representative

LETTER OF UNDERSTANDING #4

between

THE ARBUTUS CLUB

and

CANADIAN AUTO WORKERS, LOCAL 3000

Paid Education Fund

The Employer agrees to pay \$1000.00 in each year of the Collective Agreement to the Union's Paid Education Fund.

Signed this 22 day of January ¹³ 2012, at New Westminster BC.

For the Company:

Arbutus Club



Brent Elkington, C.E.O.
Arbutus Club

For the Union:

Canadian Auto Workers
Local 3000

John Kalman
Bargaining Committee



Freda Dioneda
Bargaining Committee



Bobby Yalowica
Local 3000 Representative



Bruce Snow
National Representative

LETTER OF UNDERSTANDING #5

between

THE ARBUTUS CLUB

and

CANADIAN AUTO WORKERS, LOCAL 3000

November 6, 2012

Ms. Jean Van Vliet
President, CAW Local 3000
326-12TH Street
New Westminster, BC

Dear Ms. Van Vliet,

Re: Calculating Sick Leave and Contracting Out

This letter is to confirm our discussion during bargaining with respect to Article 7.1(e), banking of sick days and contracting out.

The union raised the concern that employees may not work sufficient hours in a year to receive ten (10) days sick time and would not have sufficient paid sick days to bridge to Employment Insurance benefits. The employer is satisfied that each fulltime employee works sufficient hours to bank (10) days per calendar year. In the event that an employee has not been scheduled sufficient hours to allow him/her to bank ten (10) days per calendar year, he/she may be permitted to carry over sick days to the next year in order to bank up to ten (10) days.

If any unusual circumstances arise and the employee raises the issue with the employer, then the union and the employer will meet to discuss those unusual circumstances.

Further, with respect to contracting out, the employer will not contract out bargaining unit work during the term of this agreement.

Yours truly,

Brent Elkington
C.E.O. Arbutus Club

APPENDIX "A"

WAGE RATES

	Effective Date of Ratification	Jan. 1, 2013 (2%)	Jan. 1, 2014 (1.5%)	Jan. 1, 2015 (2%)
Classification				
Maintenance Engineer	\$ 22.14	\$22.58	\$22.92	\$23.38
Maintenance/Ice Person II	\$ 21.37	\$21.80	\$22.13	\$22.57
Maintenance/Ice Person				
Start	\$ 19.09	\$19.47	\$19.76	\$20.16
6 months	\$ 19.54	\$19.93	\$20.23	\$20.63
1 year	\$ 20.48	\$20.89	\$21.20	\$21.62
Lead Hand	\$ 22.91	\$23.37	\$23.72	\$24.19
Utility/Receiver				
Start	\$ 14.95	\$15.25	\$15.48	\$15.79
6 months	\$ 15.16	\$15.46	\$15.69	\$16.00
1 year	\$ 15.90	\$16.22	\$16.46	\$16.79
Lead Hand	\$ 16.52	\$16.85	\$17.10	\$17.44
Lifeguard/Instructor*				
Start	\$ 16.60	\$16.93	\$17.18	\$17.52
6 months	\$ 17.64	\$17.99	\$18.26	\$18.63
House Person & Laundry Worker				
Start	\$ 14.78	\$15.08	\$15.31	\$15.62
6 months	\$ 14.95	\$15.25	\$15.48	\$15.79
1 year	\$ 15.90	\$16.22	\$16.46	\$16.79
Lead Hand	\$ 17.43	\$17.78	\$18.05	\$18.41
Janitor				
Start	\$ 15.90	\$16.22	\$16.46	\$16.79
6 months	\$ 16.35	\$16.68	\$16.93	\$17.27
1 year	\$ 17.15	\$17.49	\$17.75	\$18.11
Lead Hand	\$ 17.97	\$18.33	\$18.60	\$18.98
Reception Lead Hand	\$ 16.72	\$17.05	\$17.31	\$17.66
Reception II	\$ 15.18	\$15.48	\$15.71	\$16.02
Reception				
Start	\$ 13.03	\$13.29	\$13.49	\$13.76
1 year	\$ 13.69	\$13.96	\$14.17	\$14.45
18 months	\$ 14.59	\$14.88	\$15.10	\$15.40
Bartender				
Start	\$ 16.81	\$17.15	\$17.41	\$17.76
6 months	\$ 17.72	\$18.07	\$18.34	\$18.71
1 year	\$ 18.63	\$19.00	\$19.29	\$19.68
Head Bartender	\$ 20.90	\$21.32	\$21.64	\$22.07
Head Server	\$ 16.33	\$16.66	\$16.91	\$17.25

Server (Banquet)					
	Start	\$ 12.49	\$12.74	\$12.93	\$13.19
	6 months	\$ 13.16	\$13.42	\$13.62	\$13.89
	1 year	\$ 13.52	\$13.79	\$14.00	\$14.28
Server (Bistro)					
	Start	\$ 12.49	\$12.74	\$12.93	\$13.19
	6 months	\$ 13.16	\$13.42	\$13.62	\$13.89
	1 year	\$ 13.52	\$13.79	\$14.00	\$14.28
	18 months	\$ 13.71	\$13.98	\$14.19	\$14.47
Server (Dining Room)					
	Start	\$ 12.94	\$13.20	\$13.40	\$13.67
	6 months	\$ 13.60	\$13.87	\$14.08	\$14.36
	1 year	\$ 14.14	\$14.42	\$14.64	\$14.93
Busperson					
	Start	\$ 11.59	\$11.82	\$12.00	\$12.24
	6 months	\$ 12.20	\$12.44	\$12.63	\$12.88
Sous Chef		\$ 20.89	\$21.31	\$21.63	\$22.06
1st Cook		\$ 19.99	\$20.39	\$20.70	\$21.11
Pastry Maker		\$ 19.49	\$19.88	\$20.18	\$20.58
2nd Cook					
	Start	\$ 15.42	\$15.73	\$15.97	\$16.29
	6 months	\$ 16.35	\$16.68	\$16.93	\$17.27
	1 year	\$ 17.68	\$18.03	\$18.30	\$18.67
Grill Cook					
	Start	\$ 13.60	\$13.87	\$14.08	\$14.36
	6 months	\$ 14.05	\$14.33	\$14.54	\$14.83
	1 year	\$ 15.42	\$15.73	\$15.97	\$16.29
Kitchen Helper/Dishwasher					
	Start	\$ 12.21	\$12.45	\$12.64	\$12.89
	6 months	\$ 13.58	\$13.85	\$14.06	\$14.34

Note: Upon completion of five (5) years continuous service, an employee will be paid twenty cents (20¢) per hour in addition to their hourly rate.

Note: * Plus \$1.05 per ½ hour for Regular Group Lessons, \$2.05 per ½ hour for Private Lessons, time and 1/2 (1 ½ X) for Group Birthday Parties.

Note: For those employees who work a majority of their shift between 10:00 pm and 7:00 am will be paid a premium of \$.25 cents per hour.

APPENDIX "B"

DEFINITIONS

EMERGENCY

An emergency will be defined as, an unanticipated condition where immediate action is necessary to prevent spoilage or loss of product or danger to persons or property.

SENIORITY

An employee's seniority shall date from the date he/she becomes a member of the bargaining unit.

CLASSIFICATION SENIORITY

An employee's department seniority shall date from the date the employee commenced work in the Classification.

SERVICE

An employee's Club service shall date from the date he/she commences employment with the Club.

WORK WEEK

Midnight Saturday to midnight of the following Saturday with the starting time of a shift determining the day of the shift.

WEEKLY WORK SCHEDULE

A work schedule which specifies an employee's classification, days of work, and shifts during a work week.

SHIFT

The starting and finishing times of the hours work scheduled within a day.

FULL-TIME EMPLOYEE

An employee who regularly works more than twenty (20) hours in a work week.

CASUAL EMPLOYEE

An employee who regularly works twenty (20) hours or less within a work week. Except as provided in Article 7 herein, such employees are not entitled to benefits or prerequisites under this Agreement.

UNION REPRESENTATIVE

Union Representative means full-time paid employee of the Union holding that position.