

MASTER AGREEMENT

THIS AGREEMENT entered into this 1st day of September, 2021

BETWEEN: WISE SOCIAL AND COMMUNITY ARTS CLUB

(Hereinafter known as the "COMPANY")

OF THE FIRST PART,

AND:

UNITED STEELWORKERS, C.L.C.

LOCAL NO. 2009

(Hereinafter known as the "UNION")

OF THE SECOND PART.

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PREAMBLE:

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

ARTICLE I - BARGAINING AGENCY

Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company at 1882 Adanac Street, Vancouver, British Columbia except confidential employees, management employees and those employees with the authority to hire or discharge.
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to grievance procedure as provided in Article XVI, Section 1, Step Four, and in the event of failure to reach a satisfactory settlement it shall be dealt with by arbitration as set forth in Article XVII, Section 1.
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

Section 2: Joint Labour Management Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between employer and employee. The composition of this committee will be the bar manager and/or operations director and a board member when required for the Company. Union committee will be composed of Plant Chair or designate and Servicing Representative and Staff Representative when required.

Section 3: Bargaining Authority

The Party of the First Part agrees that the bargaining authority of the Party of the Second Part shall not be impaired during the term of this Collective Agreement. The Party of the First Part agrees that the only certification that they will recognize during the term of this

Agreement is that of the Party of the Second Part, unless ordered by due process of law to recognize some other bargaining authority.

Section 4: Access to Operation

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by written permission which will be granted by the Company on request and subject to such reasonable terms and conditions as may be laid down by the Company.

ARTICLE II - EMPLOYER'S RIGHTS

Section 1: Management, Direction, Hiring and Discipline

All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer. The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, efficiency and member service, in connection therewith to make, alter and enforce reasonable rules and regulations, policies and practices to be observed by its employees, and to discipline or discharge employees, provided that non-probationary employees may only be disciplined or discharged for just cause;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff or recall employees;
- (c) determine the hours of operations, the number of shifts, determine the methods of providing services, dress and sanitation codes, determine job content, quality and quantity requirements, the qualifications of an employee to perform any particular job; equipment used and to use new or improved methods and equipment, to change or discontinue existing products, menu items, services or processes; determine employee work schedules, the number of employees needed at any time the number of hours to be worked, starting and stopping times and when overtime shall be worked.

ARTICLE III - UNION SECURITY

Section 1: Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

Section 2: Union Shop

All employees of the Employer and all new employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Section 3: Maintenance of Membership

Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing throughout the term of this Agreement.

Section 4: Discharge of Non-members

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

Section 5: Union Membership

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the United Steelworkers Constitution, and in accordance with the By-Laws of the following Local Union, 2009.
- (b) Any employee who applies to join the Union pursuant to the provision herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Section 6: Check-off

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate, the forms to be supplied by the Union, said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

CHECK-OFF AUTHORIZATION FOR UNITED STEELWORKERS

Company _____

Address _____ Date _____

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly through the local union financial secretary on or before the 15th of each month.

Name _____ Signature _____
(please print)

Address _____ Postal Code _____

Check No. _____ Local Union No. _____ Department _____

Witness _____
(ORIGINAL)

PLEASE USE TYPEWRITER OR PRINT PLAINLY

Name _____

Address _____

**UNITED STEELWORKERS
AFL - CIO - CLC**

Local Union No. _____

I hereby request and accept membership in the United Steelworkers, and of my free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition on my employment.

Date _____ Signature _____

Employed By: _____ Department _____

Address _____ Postal Code _____

Social Insurance No. _____ Initiation Fee \$ _____ Paid

This assignment in the case of employees already members of the Union shall be in effect immediately and for those employees not previously members of the Union, it shall be effective thirty (30) calendar days from the date of execution.

The Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the plant committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Union named herein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

ARTICLE IV - SHOP COMMITTEE

Section 1: Definition

For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop Committee, members of which are appointed by the Union.

Section 2: Composition

The Shop Committee shall consist of one (1) employee and one (1) alternate with completed probationary period of employment with the Company who are members of the Union.

Section 3: Notification

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.

ARTICLE V - HOURS OF WORK

Section 1: Hours and Overtime

- (a) All employees of the Company shall be entitled to overtime wages in accordance with Section 40 of the *Employment Standards Act*.
- (b) The Company agrees that overtime wages or benefits listed in Section 5 (a) will not be reduced by any future amendments to the *Employment Standards Act*. It is further agreed that any future amendments to the overtime wages and benefits provisions in Section 5 (1) if the amendments increase the overtime wages and benefits.

Section 2: Breaks

The parties agree to the following on breaks. All employees that work a five (5) hour shift will be entitled to a thirty (30) minute unpaid break. If for some reason there is no opportunity for the employee to take their thirty (30) minute break, then the employee will

be paid an extra thirty (30) minutes at straight time rate of pay at the end of their five (5) hours of work.

Section 3: Staff Meetings

- (a) The management and union members will meet **once every two (2) months in each calendar year, and as needed.** The purpose of these meetings will be to discuss but not limited to issues, concerns, upcoming events etc. within the workplace.
- (b) All employees' that attend these meetings will be paid on a straight time basis and will be compensated only for the duration of the meeting.

Section 4: Scheduling

- (a) Schedules shall be posted **fourteen (14) days in advance.** Except in the cases of events booked after the schedule has been posted or changes to event times.
- (b) Employees will have **three (3) days** after the schedule has been posted to dispute scheduled shifts.
- (c) Employees will be scheduled for regular shifts based on seniority. Irregular shifts will be scheduled as evenly as possible among employees in a classification with consideration of availability.

Section 5: No Work Guarantee

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number of hours of work per day or per week. However, the company shall regularly scheduled employees for the number of hours associated with their classification as defined in Appendix A.

ARTICLE VI - PAY DAYS

The Company shall provide for pay days on a semi-monthly basis and each employee shall be furnished with an itemized statement of earnings, vacation pay percentage and monthly deductions.

ARTICLE VII - STATUTORY HOLIDAYS

- (a) All employees shall receive payment for statutory holidays as an average payment of **four point six percent (4.6%)** of their wages. This shall be paid on every cheque. If the employee works on any statutory holiday, they shall be paid at one and one-half (1.5) times the rate of pay (as defined in Appendix "A") in addition to this average.
- (b) The following days will be recognized as Statutory Holidays:

New Years Day

Remembrance Day

Victoria Day
Dominion Day
British Columbia Day
Labour Day
Family Day

Thanksgiving Day
Christmas Day
Boxing Day
Designated Easter Holiday
National Day of Truth & Reconciliation

ARTICLE VIII - VACATIONS WITH PAY

- (a) From the date of hire to the completion of the second year of continuous employment, shall receive two (2) weeks' vacation pay and it shall be at a rate of four percent (4%) of the employee's gross income.
- (b) From the commencement of the third year of continuous employment to the fifth year of continuous employment, shall receive two (2) weeks' vacation pay and it shall be at a rate of five percent (5%) of the employee's gross income.
- (c) From the commencement of the sixth year of continuous employment onward, shall receive three (3) weeks' vacation pay and it shall be at a rate of six percent (6%) of the employee's gross income.
- (d) From the commencement of the tenth year of continuous employment onward, shall receive four (4) weeks' vacation pay and it shall be at a rate of eight percent (8%) of the employee's gross income.

ARTICLE IX - CALL TIME

Section 1: Where No Work

- (a) Any employee who is called for work and on reporting finds no work available due to reasons beyond their control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Company gives sufficient notice canceling said call.
- (b) Only when the deposit has been paid to the Company by the renter, the Company will give forty-eight (48) hours call time if there is a cancellation of the rent of the hall, otherwise the scheduled employee or employees will receive two (2) hours pay.

Section 2: Where Work Commences

In the event that an employee commences work on their shift and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours' pay at the employee's regular rate, except where their work is suspended because of inclement weather or other reasons completely beyond the control of the employer, when two (2) hours must be paid.

ARTICLE X - HEALTH AND WELFARE

- (a) An extended health insurance package shall be offered to employees who regularly work more than twenty (20) hours per week.

- (b) **The employer will pay one hundred percent (100%) of the Extended Health Premiums.**
- (c) **The company will pay one hundred percent (100%) of the Dental Plan Premiums for entitled employee(s).**
- (d) **The employer agrees to pay one hundred percent (100%) of the cost of the Long Term Disability premiums.**

ARTICLE XI - SENIORITY

Section 1: Principle

- (a) **The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon their length of service with the Employer, and their potential to efficiently fulfill the job requirements.**
- (b) **All promotions, transfers, filling of vacancies, layoffs, terminations, and recall after layoffs will be done strictly in accordance with the principles set forth in a) above.**

Section 2: Reduction and Recall of Forces

- (a)
 - (i) **In the event of a reduction of the forces, the last person hired shall be the first released subject to the competency of the person involved and the provisions of Section 1. Where a reduction of forces is caused by emergency conditions the application of seniority may be postponed for such period as may be necessary but not exceeding five (5) working days. If the Company decides to exercise its right under this provision it shall notify the Shop Committee as soon as possible.**
 - (ii) **When recalling forces after a period of layoff following a reduction of forces, an employee shall be recalled in order of his seniority subject to the competency of the person involved and the provisions of Section 1.**
- (b) **During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect to apply their seniority to obtain a job paying a higher rate, subject to the competency of the person involved and the provisions of Section 1.**
- (c) **During a reduction of forces where an employee's seniority is such that they will not be able to keep their regular job they may elect whether or not to apply their seniority to obtain a lower paid job or a job paying the same rate of pay or accept a layoff until their regular job becomes available, provided however:**
 - (i) **If during the layoff period the employee wishes to return to work and so notifies the Company, they shall be called back to work as soon as their seniority entitles them to a job.**

- (ii) The application of this provision shall not result in an employee, in the exercise of their rights, bumping an employee with less seniority.
- (d) Details of the application of this Section shall be worked out by the Local Union and the Company.

Section 3: Retention During Layoff

It is agreed between the Parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years' service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.

A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) day's work.

It shall be the employer's responsibility to maintain an address file of their employees and it shall be the employee's responsibility to notify their employer in writing of any change of address.

Section 4: Job Posting

- (a) Vacancies shall be posted in advance for a period of not less than two (2) working days except when otherwise agreed.
- (b) This Section shall not apply to temporary replacements of four (4) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference in accordance with Article XII, Section 1.

Section 5: Probationary Period

It shall be mutually agreed that all employees are hired on probation, the probationary period to continue for three (3) calendar months, during which time they are to be considered temporary workers only, and during this same period no seniority rights shall be recognized. Upon completion of three (3) calendar months, they shall be entitled to seniority dating from the day on which they entered the Company's employ.

Section 6: Absence Without Leave

Any employee who is absent without leave for a period of more than three (3) consecutive working days shall forfeit all seniority rights. This shall not interfere with the employer's right to discharge for proper cause.

Section 7: Seniority List

It is agreed that a seniority list will be supplied to the Union by the Company twice during each calendar year, setting out the name and starting date with the Company and the starting date for department seniority of each regular employee. The Company will advise the Union once each month of changes to the said list.

Section 8: Reinstatement

- (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker, it is hereby agreed that reinstatement will be made within the bargaining unit in line with their bargaining unit seniority. The following option shall prevail:
 - (i) If the Supervisor has the bargaining unit seniority, they shall revert back to their previously held job.
- (b) Employees who are required for temporary supervisory duty for a period of not more than sixty (60) working days in each calendar year shall continue to accumulate their seniority. These employees will return to the job they held prior to the temporary supervisory assignment.

Should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union and Management, and if agreement is reached, the period may be extended.

ARTICLE XII - LEAVE OF ABSENCE

Section 1: Unpaid Leaves of Absence

Employees meeting the criteria for such leaves will be granted an unpaid leave of absence in accordance with the provisions of Part 6 of the Employment Standards Act for Maternity Leave, Parental Leave, Family Responsibility Leave, Compassionate Care Leave, Critical Illness or Injury Leave, Covid-19 Related Leave, Reservists Leave, Leave Respecting Disappearance of a Child, or Leave Respecting the Death of a Child.

Hours paid for under the provisions of this Article will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 2: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

Section 3: Written Permission

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Section 1 above.

Section 4: Extended Leaves of Absence

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- (a) That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

Section 5: Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which they shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.
- (c) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren.
- (d) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

Section 6: Jury Duty

- (a) Any regular full-time employee who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which they would normally have worked will be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and their regular straight-time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for the said jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury or witness duty pay received.

- (b) Hours paid for under the provisions of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays but will not be counted as hours worked for the purpose of computing overtime.

Section 7: Union Business

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of their term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any Negotiating Committee of U.S.W. in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the employer will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

Section 8: Public Office

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to their Company within thirty (30) calendar days after completion of public office.

Section 9: Domestic Violence Leave

Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer and the Union agree that an employee who is in an abusive or violent situation will be treated with empathy and offered support, rather than be subjected to progressive discipline, provided the absence or performance issues can be linked to the abusive or violent situation. The Employer agrees to the foregoing to the point of undue hardship.

- (a) In each calendar year, the Employer shall grant each employee paid leave for domestic violence and/or family violence, without loss of seniority, for up to ten (10) days. The employee is entitled to up to four (4) months of unpaid leave.**
- (b) The Joint Health and Safety committee, will develop and recommend strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns.**
- (c) The Employer will provide referral for counselling and referral to appropriate support services.**
- (d) It is further agreed that privacy and confidentiality should be maintained, and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.**
- (e) The Company will protect the employees from adverse action or discrimination in the workplace or related to the workplace on the basis of their disclosure, experience, or perceived experience of domestic violence.**

ARTICLE XIII – HEALTH AND SAFETY

Section 1: Responsibility

- (a) The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease.**
- (b) A Joint Occupational Health & Safety Committee for the workplace shall be established in accordance with the following:**
 - i) It must have at least four (4) members;**
 - ii) at least half the members must be worker representatives;**
 - iii) The Union shall elect two (2) employees as representatives to the Joint Health & Safety Committee;**
 - iv) There shall be two (2) Co-Chairs, one selected by the worker representatives and the other selected by the employer representatives.**

- (c) **The Safety Committee shall meet at least once every month or as may be required. The Co-Chairperson with mutual agreement is empowered to call extra meetings at any time.**
- (d) **The Company will pay straight time rates, to employee members for the actual time spent in attending OHSC meetings outside working hours.**
- (e) **Where OHSC meetings are held during working hours, with the consent of the Company, the employees time will not be deducted for attending such meetings, inspections or Incident Investigations.**

Section 2:

- (a) **Part 2 of the BC Workers Compensation Act, and the Occupational Health Safety Regulation is incorporated into and forms part of this agreement. The employer, the union and the employees agree to abide by those provisions unless this agreement provides otherwise.**

(b) **Unresolved Safety Issues**

The Joint OH&S Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

Section 3: Right to Refuse Unsafe Work

- (a) **In accordance with Section 3.12 of the Occupational Health and Safety Regulations, a person has the right and duty to not carry out any work process or operate any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.**
- (b) **In the event a person refuses work as referenced in 9.03 (a) the matter shall be resolved in the manner set out in Section 3.12 of the OHS Regulations.**
- (c) **During the course of a work refusal any employee who is assigned to the work shall be advised of the refusal and the reasons for the refusal.**

Section 4: Investigations

In the case of a fatal accident, the Accident Prevention Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

Section 5: Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

Section 6: Working Alone

To work alone or in isolation means to work in circumstances where assistance would not be readily available to the worker:

- (a) In case of an emergency, or**
- (b) In case the worker is injured or in ill health.**

Before a worker is assigned to work alone or in isolation, the employee must develop and implement a written procedure for checking the well-being of a work assigned to work alone or in isolation.

ARTICLE XIV - SEVERANCE PAY FOR PERMANENT CLOSURE

Employees terminated by the employer because of permanent closure shall be entitled to severance pay in compliance with the *Employment Standards Act* of British Columbia.

ARTICLE XV - ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

Any difference between the parties concerning the interpretation, application, operation or alleged violation of a provision(s) of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance and shall be taken up in the manner set out below.

Step One

The employee(s) involved shall first take up the matter with the Admin Director within fourteen (14) days of the date of the said grievance.

Step Two

If the grievance is not then satisfactorily resolved, the Shop Committee member and/or the Union shall take up the grievance with the Board of Directors. A statement in writing describing the nature of the incident or occurrence giving rise to the grievance, outlining the provision(s) of the Agreement that has been violated and providing a statement as to the remedy or relief being sought, together with a statement in writing by the Admin Director hearing the grievance at Step One shall be exchanged by the parties concerned.

Step Three

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XVII – Arbitration.

Section 2: Time Limit

If a grievance has not been advanced to the next stage under Step Two or Three, within fourteen (14) days after completion of the previous stage, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Notwithstanding the foregoing, the time limits may be extended by mutual agreement between the Employer and the Union. Such agreement will not be unreasonably withheld.

ARTICLE XVI - ARBITRATION

Section 1:

- (a) In case of a dispute, relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, which the Parties are unable to settle between themselves as set out in Article XVI, either Party may refer the matter to arbitration.
- (b) The arbitration panel will consist of a single arbitrator mutually acceptable to the parties of the Company and the Union.
- (c) The arbitrator shall be required to hand down his decision within a further fourteen (14) days following completion of the hearing.
- (d) The decision of the arbitrator shall be final and binding upon the parties of the First and Second parts.
- (e) The parties will endeavour to use, when practicable, expedited arbitration as set out in S104 of the *Labour Relations Code*.

Section 2: Cost Sharing

The parties of the First and Second parts shall bear in equal proportions the expenses and allowances of the arbitrator, stenographic and secretarial expenses and rent connected with his duties as arbitrator.

Section 3: Place of Hearing

Any arbitration to be held hereunder shall be held at the City of Vancouver or at such other place as may be agreed by the Parties.

ARTICLE XVII - EDUCATION TRUST FUND

1. The Company will contribute to an education Fund to be established by the Union. The contributions will be five cents (5¢) per hour per employee per hour worked.
2. The Company will remit the contribution directly to the Local Union, by cheque marked USW, Local 2009 Education Fund.
3. The Company will remit such accumulated contributions for each calendar month within fifteenth (15) days of the end of each month, with a written statement of the number of employees employed by the Company and the total number of hours worked by all employees.

ARTICLE XVIII - STRIKES AND LOCKOUTS

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counselled, aided or brought about on its part.
- (b) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE XX - DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the **1st day of September 2021** to midnight the **31st day of August 2024**, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the **31st day of August 2024**. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.


- (a) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c.82, is excluded from the Master Agreement.

Signed on the 1st day of September 2021.

**UNITED STEELWORKERS
LOCAL NO. 2009**

**WISE SOCIAL AND COMMUNITY ARTS CLUB
FOR THE COMPANY:**





Michael Demers, President

APPENDIX "A"

WAGES

POSITION	Expected Hours/Week	Base Pay Rate	Yearly Increase -Sept. 1
Custodian	10-25	\$20.00	2.5% per annum
Bartender A	25-36	\$15.20	2.5% per annum*
Bartender B	6-24	\$15.20	2.5% per annum*
Starting Rate		\$15.20	

***2.5% Increase per annum is retroactive to employee start date.**

- (a) It is agreed that a starting wage rate will apply to all new hires. The starting wage rate will apply from the date of hire until completion of probation. The employee would then receive the **Bartender B** rate of pay. It also agreed that the employer will pay the cost of Union Dues for any employee who receives the starting wage rate for any month in which these employees would be required to pay dues.

- (b) During the staffing of events the following will apply:
 - (i) **PLU Top Up – All bartenders working in the hall shall receive twenty-five cents (.25) for each draft beer sold on their shift. PLU Top Up will be paid out to each bartender at the end of their shift.**
 - (ii) **If the event has a ticket bar, a gratuity of one dollar (\$1.00) per ticket will be collected to be shared among the staff on duty.**

- (b) **Business Closures for Film Production: In the case of WISE Club Business Closure by a Film Production Company, all scheduled staff shall be paid their lost wages, benefits and a loss of gratuity payment. Gratuity payment will be calculated as 15% of the average bar sales per day during the previous calendar month.**

- (c) **The Company shall pay an employee their rate of pay for all time spent up to a maximum of two (2) hours for any employee who has to run errands for the Company.**

WAGES FOR EXISTING BARTENDERS

NAME	RATE	CLASSIFICATION
Karen Plghin	\$23.56	Head Bartender
Jason Zumpano	\$22.80	Bartender B
Clay	\$18.24	Bartender A
Gabrielle Raymond	\$17.48	Bartender A
Seleigne Forsythe	\$17.53	Bartender B
Holly Callahan	\$15.96	Bartender B
Kathleen Nisbet	\$15.96	Bartender B
Morgan Farrell	\$15.96	Bartender B
Lucia Misch	\$15.58	Bartender B