

COLLECTIVE AGREEMENT

between



THE ARBUTUS CLUB

and



UNIFOR

Local**3000** | Canada

UNIFOR LOCAL 3000

Effective: January 1, 2022 to December 31, 2024

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE AND SCOPE..... 1

ARTICLE 2 - DEDUCTION OF UNION DUES..... 1

ARTICLE 3 - SHOP STEWARDS AND UNION REPRESENTATIVES 1

ARTICLE 4 - DAYS AND HOURS OF WORK AND OVERTIME..... 2

ARTICLE 5 - GENERAL HOLIDAYS 5

ARTICLE 6 - ANNUAL VACATIONS 6

ARTICLE 7 - BENEFIT PLANS..... 7

ARTICLE 8 - EMPLOYEE BENEFITS..... 9

ARTICLE 9 - SENIORITY 11

ARTICLE 10 - LAYOFF AND SEVERANCE PAY 13

ARTICLE 11 - PROTECTION OF UNION RIGHTS 14

ARTICLE 12 - MANAGEMENT RIGHTS..... 14

ARTICLE 13 - GRIEVANCE PROCEDURE 15

ARTICLE 14 - CLASSIFICATIONS AND WAGE RATES 16

ARTICLE 15 - JOB POSTING..... 17

ARTICLE 16 - SAFETY COMMITTEE..... 18

ARTICLE 17 - DURATION OF AGREEMENT 18

APPENDIX "A" - WAGE RATES 20

APPENDIX "B" - DEFINITIONS..... 23

LETTER OF UNDERSTANDING #1..... 24

LETTER OF UNDERSTANDING #2..... 25

LETTER OF UNDERSTANDING #3..... 28

LETTER OF UNDERSTANDING #4..... 29

LETTER OF UNDERSTANDING #5..... 30

SIGNATURE PAGE 31

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 Employee's 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 (3) 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 It is agreed that before the Employee receives this leave of absence, as set forth in Clauses 3.4 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.
- 3.6 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.
- 3.7 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 unless agreed to by the Employee.
 - (c) An Employee will not be scheduled to work more than five (5) days in a row without their 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 their 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 ninety (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 ($\frac{1}{2}$) hour between the third (3rd) and fifth (5th) hour of their 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 their 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 their 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) times 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 (6th) or seventh (7th) 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 – twenty-four (24) hours – first call/email back first to get shift, must call and email seniority list in order;
- twenty-four (24) – forty-eight (48) hours – thirty (30) minutes to return call/email, after that time first call/email to call back, first to get shift;
- two (2) days to six (6) days – twelve (12) hours to return call then first call/email back first to get shift, must call and email seniority list in order;
- one week – twenty-four (24) hours – then first call/email back first to get shift, must call and email seniority list in order;
- over one week – forty-eight (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	Family Day
Good Friday	Victoria Day
Canada Day	B.C. Day
Labour Day	Remembrance Day
Thanksgiving Day	Christmas Day
Boxing Day	
- 5.2 In the event that an Employee's day off falls on a statutory holiday, the Employee shall receive their 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 they have 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 ½) times their 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 their regularly scheduled hours shall be paid double time and one-half (2 ½) for all such hours worked.

- 5.4 (a) To be eligible to receive pay for a statutory holiday, an Employee must work their last regularly scheduled shift immediately prior to the holiday and their 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 three (3)-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 will be assigned based on Seniority to be booked by December 31st the previous year. 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 thirty thousand dollars (\$30,000). Accidental Death and Dismemberment will be added in the amount of thirty thousand dollars (\$30,000).
- After age sixty-five (65), the Group Life coverage will be reduced to ten thousand dollars (\$10,000). For full-time Employees and after age seventy (70), the Group Life coverage will be reduced to five thousand dollars (\$5,000) for full-time Employees. After age sixty-five (65) and up to age seventy (70), any Employee(s) who wishes to do so may elect, on an annual basis, to pay the additional premium to maintain coverage of thirty thousand dollars (\$30,000), and after age seventy (70), may elect on annual basis to pay the additional premium to maintain coverage of ten thousand dollars (\$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:

- one hundred percent (100%) basic expenses - no deductible
- fifty percent (50%) major Restorative Expenses
- fifty percent (50%) major Orthodontic Expenses

Plan Maximums:

- Basic/Major Restorative combined maximum two thousand dollars (\$2,000) per person per calendar year;
- Orthodontic lifetime maximum three thousand dollars (\$3,000) per person.

- (c) The Club will provide basic Medical and Extended Health Insurance to full-time Employees who have completed their probationary period.

- (d) Extended Health:

Chiropractor/Naturopath, Massage/Physiotherapy plan maximum to seven hundred and fifty dollars (\$750.00) combined.

- (e) 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.

- (f) 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 second (2nd) and subsequent days of an illness.

In addition to the sick leave accrual described above, no Employee shall have less than five (5) sick days as of January 1st in each year of the contract.

- (g) Vision Care

- Three hundred dollars (\$300.00) maximum in a two (2) calendar year period.
- Eye exams up to a maximum fifty dollars (\$50.00) every twenty-four (24) months, no deductible.

Drug Card

A prescription Drug Card will be provided to Employees and their spouses, if any, who qualify for benefits under Article 7.1.

Survivor Benefits

Employees who qualify for benefits under Article 7.1, their spouses will be entitled to survivor benefits for a period of two (2) calendar years.

Travel Benefits

Employees who qualify for benefits under Article 7.1, will receive enhanced Travel Medical Benefits as outlined in the Blue Cross Benefits Guide.

- 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 thirty-one (31). 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 an average of thirty-one (31) hours per week through six (6) consecutive pay periods, benefits will cease until re-establishment pursuant to Article 7.2 (a).

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.
- (d) The Club will reimburse kitchen Employees, after one (1) year of employment up to seventy-five dollars (\$75.00) per calendar year towards non-slip footwear required for work at the Club.
- 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 their full wages for such period of time.

- 8.4 An Employee, on their written request supported by a certificate of a medical practitioner, is entitled to a maternity and/or parental leave as per the British Columbia Employment Standards Act:
- (a) 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 (subject to a medical examination by their Physician). The Employer shall pay the cost of any Doctor's note as required. The leave of absence shall continue until the Employee provides a certificate from a medical practitioner stating that they are able to perform their duties.
 - (b) During maternity leave, the Club shall maintain the Employee's coverage in the applicable benefit plans of Article 7.
 - (c) 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.
- 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, step-children, spouse, parents, step-parents, brothers, sisters, parents-in-law, grandchildren, same sex partners and their children 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) 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 their work day at their 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. Overtime rates shall apply to all hours in excess of eight (8) hours.

- 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 they transferred for a period of two (2) years unless they are 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

- 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 their 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, email address, 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 Subject to the operating needs of the business, Management will consider senior Employees with respect to assignment of shifts, hours, and days off.
- 9.6 The Parties recognize that Employees 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 - LAYOFF AND SEVERANCE PAY

- 10.1 (a) Upon losing employment for any reason other than resignation, retirement or just-cause, each Employee shall be entitled to one (1) week's pay for every one (1) year of employment or major part thereof to a maximum of sixteen (16) weeks. (Severance payment shall be an average of the previous twelve (12) months earnings).
- (b) In the event of a lay-off, a laid off Employee may opt to waive severance pay for a period of up to nine (9) months from the last day of work and remain eligible for recall. However, the laid off Employee may, at any-time during that period, elect to take their severance thereby losing their rights of recall. In the event of a lay-off due to a pandemic or government-declared state of emergency impacting the Employer, the lay-off period will be for the duration of the closure.
- (c) 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.
- (d) The Union will receive a copy of all such lay-off letters presented to Employees.

- (e) 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:
- An Employee will only be laid off if more senior Employees have the qualifications to perform the necessary work;
 - An Employee in a higher classification may be demoted to a lower classification.
 - For the purpose of this Article, Departments shall be identified as: Reception, Plant Operations, Aquatics, Laundry, Janitorial, Food and Beverage and Utility Receiver.
 - Laid off Employees shall be called back in the reverse order in which they were laid off.
 - 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.

ARTICLE 11 - PROTECTION OF UNION RIGHTS

- 11.1 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.
- 11.2 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.
- 11.3 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 "Unifor Local 3000 Notice Board", where the Union may post bulletins pertaining to Union business, election of Officers, social and recreational events.
- 11.4 The Club will provide lockers for securing the valuables of Employees while they are on shift. Employees will supply their own locks.
- 11.5 The Club will provide the Collective Agreement for the Employees in a PDF form or shall be printed upon an individual request.
- 11.6 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 12 - MANAGEMENT RIGHTS

- 12.1 Nothing in this Agreement shall detract from or interfere with the right of Management to suspend, transfer, layoff, or discharge Employees for just cause.

- 12.2 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 13 - GRIEVANCE PROCEDURE

- 13.1 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.

- 13.2 (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, they 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 Arbitration.

13.3 SUNSET CLAUSE

Any complaint recorded against an Employee shall be removed after twelve (12) months for a verbal or written warning, and eighteen (18) months for a suspension, and may not be held against them thereafter, so long as the Employee has no subsequent discipline over the same twelve (12) or eighteen (18)-month period, respectively.

13.4 REFERENCE

Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure either party, may within 30 days, request that the matter be referred to arbitration.

13.5 SINGLE ARBITRATOR

The arbitration shall be conducted by a single Arbitrator mutually selected by the Employer and the Union.

13.6 NO POWER TO MODIFY

The Arbitrator shall receive and consider such material evidence and conditions as the parties may offer and the Arbitrator deems relevant. In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the powers to change, modify or alter any of the terms of this Agreement.

13.7 BINDING EFFECT

The findings and decision of the Arbitrator on all questions shall be binding and enforceable on all parties.

13.8 COST SHARING

Each party to the arbitration will be responsible for its own costs and will share equally, the cost associated with the Arbitrator.

13.9 EXPEDITED MEDIATION/ARBITRATION PROCESS

- (a) Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined above:
 - (i) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
 - (ii) The outcome may be binding on both parties.
 - (iii) The cost will be shared one-half (½) by the Employer and one-half (½) by the Union.
 - (iv) The procedure cannot be used should an application for a Settlement Officer, under Section 87 of the Labour Relations Code, have been made by either party.
 - (v) The number of cases to be heard at any given time will not exceed three (3).
 - (vi) Wherever possible, the arbitrator will attempt to mediate a settlement between the parties.
 - (vii) In such cases that the arbitrator must write a decision, such decision shall be brief and to the point.

ARTICLE 14 - CLASSIFICATIONS AND WAGE RATES

- 14.1 The classifications and wage rates for the effective period of this Agreement shall be those attached hereto in Appendix "A".

- 14.2 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.
- 14.3 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.
- 14.4 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 13.2 of Article 13 of this Agreement.
- 14.5 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.
- 14.6 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 15 - JOB POSTING

- 15.1 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.
- 15.2 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.
- 15.3 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 their 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.
- 15.4 Management will accept written applications in advance from Employees for job openings referred to in Article 15.1 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.
- 15.5 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 16 - SAFETY COMMITTEE

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 (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.
- 16.5 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
- 16.6 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 who have an Occupational First Aid Certificate (OFA) Level 1 or higher, they will receive fifty cents (\$0.50) per hour over their regular rate.
- The Employer shall reimburse Employees the cost of successful completion or re-accréditation of the course at the level required by WorkSafe BC, upon production of a receipt for such.

ARTICLE 17 - DURATION OF AGREEMENT

- 17.1 This Agreement shall come into effect and be effective from the 1st day of January 2022 to midnight of the 31st day of December 2024 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.

- 17.2 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.

APPENDIX "A" - WAGE RATES

Plant Operations Department:

Classification	Current Rate	Jan.1/2022 3.0%	Jan.1/2023 3.0%	Jan.1/2024 3.0%
Maintenance Engineer	\$26.19	\$26.98	\$27.79	\$28.62
Maintenance/Ice Person II	\$25.30	\$26.06	\$26.84	\$27.65
Maintenance/Ice Person - start	\$22.58	\$23.26	\$23.96	\$24.68
Maintenance/Ice Person – 6 mos	\$23.11	\$23.80	\$24.51	\$25.25
Maintenance/Ice Person – 1 year	\$24.24	\$24.97	\$25.72	\$26.49
Lead Hand	\$27.10	\$27.91	\$28.75	\$29.61

Utility / Receiver Department:

Classification	Current Rate	Jan.1/2022 3.0%	Jan.1/2023 3.0%	Jan.1/2024 3.0%
Utility / Receiver - start	\$17.70	\$18.23	\$18.78	\$19.34
Utility / Receiver – 6 mos	\$17.92	\$18.46	\$19.01	\$19.58
Utility / Receiver – 1 year	\$18.82	\$19.38	\$19.96	\$20.56
Lead Hand	\$19.55	\$20.14	\$20.74	\$21.36

Aquatics Department:

Classification	Current Rate	Jan.1/2022 3.0%	Jan.1/2023 3.0%	Jan.1/2024 3.0%
Lifeguard / Instructor*	\$20.10	\$20.70	\$21.32	\$21.96
*Increase outlined in notes – 6 mos	\$21.31	\$21.95	\$22.61	\$23.29

Laundry Department:

Classification	Current Rate	Jan.1/2022 3.0%	Jan.1/2023 3.0%	Jan.1/2024 3.0%
Laundry - start	\$17.50	\$18.03	\$18.57	\$19.13
Laundry – 6 mos	\$17.70	\$18.23	\$18.78	\$19.34
Laundry – 1 year	\$18.82	\$19.38	\$19.96	\$20.56
Lead Hand	\$20.63	\$21.25	\$21.89	\$22.55

Janitorial Department:

Classification	Current Rate	Jan.1/2022 3.0%	Jan.1/2023 3.0%	Jan.1/2024 3.0%
Janitor - start	\$18.82	\$19.38	\$19.96	\$20.56
Janitor – 6 mos	\$19.35	\$19.93	\$20.53	\$21.15
Janitor – 1 year	\$20.30	\$20.91	\$21.54	\$22.19
Lead Hand	\$21.28	\$21.92	\$22.58	\$23.26

Reception Department:

Classification	Current Rate	Jan.1/2022 3.0%	Jan.1/2023 3.0%	Jan.1/2024 3.0%
Reception Lead Hand	\$20.51	\$21.13	\$21.76	\$22.41
Reception II	\$18.73	\$19.29	\$19.87	\$20.47
Reception - start	\$16.27	\$16.76	\$17.26	\$17.78
Reception – 1 year	\$17.02	\$17.53	\$18.06	\$18.60
Reception – 18 mos	\$18.05	\$18.59	\$19.15	\$19.72

Food & Beverage Department:

Classification - Bar	Current Rate	Jan.1/2022 3.0%	Jan.1/2023 3.0%	Jan.1/2024 3.0%
Bartender - start	\$19.90	\$20.50	\$21.12	\$21.75
Bartender – 6 mos	\$20.96	\$21.59	\$22.24	\$22.91
Bartender – 1 year	\$22.05	\$22.71	\$23.39	\$24.09
Head Bartender	\$24.74	\$25.48	\$26.24	\$27.03

Classification – Banquets	Current Rate	Jan.1/2022 3.0%	Jan.1/2023 3.0%	Jan.1/2024 3.0%
Server - start	\$15.39	\$15.85	\$16.33	\$16.82
Server – 6 mos	\$16.15	\$16.63	\$17.13	\$17.64
Server - 1 year	\$16.58	\$17.08	\$17.59	\$18.12
Banquet Lead Hand	\$19.81	\$20.40	\$21.01	\$21.64

Classification - Bistro	Current Rate	Jan.1/2022 5.0%	Jan.1/2023 2.0%	Jan.1/2024 2.0%
Bistro Server - start	\$15.65	\$16.43	\$16.76	\$17.10
Bistro Server – 6 mos	\$16.41	\$17.23	\$17.57	\$17.92
Bistro Server – 1 year	\$17.04	\$17.89	\$18.25	\$18.62
Bistro Lead Hand	\$20.07	\$21.07	\$21.49	\$21.92

Classification – Dining Room	Current Rate	Jan.1/2022 3.0%	Jan.1/2023 3.0%	Jan.1/2024 3.0%
Server - start	\$15.65	\$16.12	\$16.60	\$17.10
Server – 6 mos	\$16.41	\$16.90	\$17.41	\$17.93
Server - 1 year	\$17.02	\$17.53	\$18.06	\$18.60
Food Runner/Host		\$16.00	\$16.48	\$16.97

Collective Agreement Between The Arbutus Club and Unifor Local 3000

Classification – Kitchen	Current Rate	Jan.1/2022 4.0%	Jan.1/2023 2.5.0%	Jan.1/2024 2.5.0%
Chef de Partie	\$24.89	\$25.89	\$26.54	\$27.20
1 st Cook	\$23.85	\$24.80	\$25.42	\$26.06
Pastry Maker	\$23.28	\$24.21	\$24.82	\$25.44
2 nd Cook - start	\$19.02	\$19.78	\$20.27	\$20.78
2 nd Cook – 6 mos	\$20.09	\$20.89	\$21.41	\$21.95
2 nd Cook - 1 year	\$21.61	\$22.47	\$23.03	\$23.61
Grill Cook - start	\$16.93	\$17.61	\$18.05	\$18.50
Grill Cook – 6 mos	\$17.44	\$18.14	\$18.59	\$19.05
Grill Cook – 1 year	\$19.02	\$19.78	\$20.27	\$20.78
Kitchen Help/Dishwasher – start	\$15.32	\$16.24	\$16.48	\$16.73
Kitchen Help/Dishwasher – 6 mos	\$16.91	\$17.59	\$18.03	\$18.48

Note: Upon completion of one (1) year of continuous service, an Employee will be paid seventy-five cents (\$0.75) per hour in addition to their hourly rate, to be paid in lieu of benefits.

Note: *Plus three dollars and seventy-five cents (\$3.75) per ½ hour for regular group lessons, four dollars and seventy-five cents (\$4.75) per ½ hour for private lessons, time and a half (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 fifty cents (\$0.50) 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 they become 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 they commence 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 thirty-one (31) hours or more in a work week averaged over six (6) continuous pay periods as provided for in Article 7.

CASUAL EMPLOYEE

An Employee who regularly works less than thirty-one (31) hours per week averaged over six (6) continuous pay periods as provided for in Article 7. Such Employees are not entitled to benefits or prerequisites under this Agreement.

CONTINUOUS SERVICE

For the purpose of qualifying under Appendix "A" continuous service shall mean having worked at least one (1) day every three (3) calendar months in the first year of service.

UNION REPRESENTATIVE

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

LETTER OF UNDERSTANDING #1

between
THE ARBUTUS
and
UNIFOR 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.

LETTER OF UNDERSTANDING #2

between
THE ARBUTUS CLUB
and
UNIFOR LOCAL 3000

RE: HUMAN RIGHTS, HARASSMENT AND RESPECTFUL WORKPLACE

1. Human Rights – Discrimination and/or Harassment

The Club and the Union agree to subscribe to the principles that discrimination and/or harassment of any person because of color, national origin, religion, age, marital status, sexual orientation, same-sex partnership status, gender identity, disability, political affiliation, language ability, conviction for which a pardon (or equivalent) has been granted, or failure to act on a directive which is illegal or contrary to any provision of this Agreement is absolutely prohibited.

2. Right to an Environment Free from Discrimination and/or Harassment

The Club and the Union agree to subscribe to the principles that every person may assert their right to be treated with dignity, respect and courtesy as a fundamental basis of a working relationship and to work in an environment free from any form of discrimination and/or harassment, whether personal and/or sexual in nature, and/or based on any prohibited grounds. Action contravening this policy will constitute grounds for discipline. The Club and the Union agree to co-operate in expeditiously resolving all complaints of discrimination and/or harassment which arise in the workplace.

3. Harassment Defined

(a) Sexual Harassment

Sexual harassment shall be defined as any repeated and/or unwelcome physical contact, compromising invitation with sexual overtones or sexual comment, look gesture or suggestion that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome. It can also mean words or actions of a sexual nature which are intended only to be friendly. Sexual harassment may include a single sexual advance made by a person in authority over the recipient or implies a threat or denial of employment opportunity including a reprisal made after a sexual advance is rejected.

(b) Personal Harassment

Personal harassment is any behavior that denies individuals their dignity and respect, is offensive, embarrassing and humiliating. More specifically, harassment of another Employee in carrying out duties or in the provision of goods and services constitutes a disciplinary infraction, and will be dealt with accordingly. In any form, and at any

level, whether it is colleague to colleague, Supervisor to subordinate, subordinate to Supervisor, or Employee to client, harassment introduces a disruptive element into the work environment that endangers the wellbeing or the job performance of the individual. Personal harassment does not require a violation of the prohibited grounds as stated previously in number 1.

(c) Not Discrimination or Harassment

Discrimination and/or harassment do not include actions occasioned through exercising in good faith the Employer's managerial and/or supervisory rights and responsibilities.

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, racial, or personal 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, they 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.

LETTER OF UNDERSTANDING #3

between
THE ARBUTUS CLUB
and
UNIFOR LOCAL 3000

RE: ARTICLE 10 – LAYOFF AND SEVERANCE PAY

For the purpose of applying Article 10, it is agreed that:

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

LETTER OF UNDERSTANDING #4

between
THE ARBUTUS CLUB
and
UNIFOR LOCAL 3000

RE: PAID EDUCATION LEAVE FUND

The Employer agrees to pay one thousand dollars (\$1000.00) in each year of the Collective Agreement to the Union's Paid Education Leave Fund.

LETTER OF UNDERSTANDING #5

between
THE ARBUTUS CLUB
and
UNIFOR LOCAL 3000

RE: CONTRACTING OUT

With respect to contracting out, the Employer will not contract out bargaining unit work during the term of this Agreement.

However, the Employer may contract out, on a temporary basis, bargaining unit work that staffing levels cannot meet. The temporary work shall not last more than fourteen (14) days. Contracting out will not result in the reduction of hours of work for Employees, to avoid the maximization of hours or overtime as described in Article 4.

The Employer agrees to provide fourteen (14) calendar days' notice, in writing, to the Union prior to contracting out any bargaining unit work, which is currently being performed by Employees in the bargaining unit. During this notice period, the Employer and the Union shall engage in meaningful consultation to explore alternatives, which may be available to the contracting out of the work. There shall be no contracting out of bargaining unit work while Employees are on lay-off.

SIGNATURE PAGE

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

Signed this 7th day of December 2021, at New Westminster, BC.

For the Company:
Arbutus Club



Brent Elkington
C.E.O. Arbutus Club

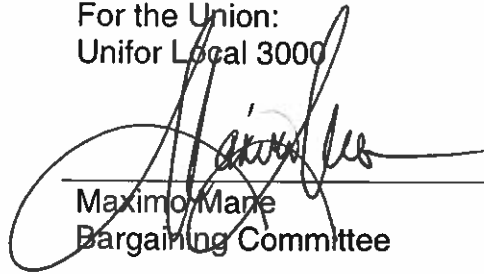


Kristy Davis
Assistant to the C.E.O., Director of
Strategy & Communications



Elizabeth Wong
HR & People Experience Manager

For the Union:
Unifor Local 3000



Maximo Marie
Bargaining Committee



Carolyn Klueppel
Bargaining Committee



Yolanda Podoleg
Bargaining Committee



Michael Windeyer
Local 3000 Representative



Gavin Davies
National Representative