

# **COLLECTIVE AGREEMENT**

Between

**River's Reach Neighbourhood Pub Inc.**

And

**United Food and Commercial Workers, Local 1518**

January 24, 2020 to May 31, 2023

Ratified by member vote: January 24, 2020



## **CONTENTS**

<b>SECTION 1 – BARGAINING AGENCY .....</b>	<b>3</b>
<b>SECTION 2 – UNION SHOP .....</b>	<b>3</b>
<b>SECTION 3 – UNION DUES.....</b>	<b>3</b>
<b>SECTION 4 – BARGAINING UNIT WORK .....</b>	<b>4</b>
<b>SECTION 5 – HOURS OF WORK .....</b>	<b>4</b>
<b>SECTION 6 – HOLIDAYS.....</b>	<b>6</b>
<b>SECTION 7 – TIPS.....</b>	<b>6</b>
<b>SECTION 8 – VACATIONS .....</b>	<b>7</b>
<b>SECTION 9 – BENEFITS .....</b>	<b>7</b>
<b>SECTION 10 – LEAVE OF ABSENCE .....</b>	<b>8</b>
<b>SECTION 11 – WAGES.....</b>	<b>9</b>
<b>SECTION 12 – ENDING OF EMPLOYMENT (LAY OFF OR TERMINATION WITHOUT CAUSE) .....</b>	<b>10</b>
<b>SECTION 13 – SENIORITY.....</b>	<b>11</b>
<b>SECTION 14 – CONFLICT OF INTEREST .....</b>	<b>12</b>
<b>SECTION 15 – MANAGEMENT’S RIGHTS .....</b>	<b>12</b>
<b>SECTION 16 – GRIEVANCE PROCEDURE.....</b>	<b>12</b>
<b>SECTION 17 – ARBITRATION .....</b>	<b>13</b>
<b>SECTION 18 – MISCELLANEOUS.....</b>	<b>13</b>
<b>SECTION 19 – HEALTH AND SAFETY COMMITTEE .....</b>	<b>15</b>
<b>SECTION 20 – DURATION OF AGREEMENT .....</b>	<b>15</b>
<b>LETTER OF UNDERSTANDING #1 .....</b>	<b>16</b>
<b>LETTER OF UNDERSTANDING #2 .....</b>	<b>17</b>

**MEMORANDUM OF AGREEMENT made this 24th day of January, 2020**

**BY AND BETWEEN: RIVER'S REACH NEIGHBOURHOOD PUB INC.**

(hereinafter referred to as the "EMPLOYER")

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518, chartered by the United Food and Commercial Workers International Union**

(hereinafter referred to as the "UNION")

**SECTION 1 – Bargaining Agency**

---

1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees of River's Reach Neighbourhood Pub Inc., except managers and office staff.

**SECTION 2 – Union Shop**

---

2.01 The Employer agrees to retain in its employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members make application within ten (10) days after employment and become members within thirty (30) days.

2.02 The Employer agrees to provide the Union in writing with the name, address and telephone number of each employee along with the employee's date of hire. The Employer will have new employees sign the dues check-off and Union membership application. The Employer further agrees to provide the Union with the name of employees who have terminated their employment, or have been terminated by the Employer as soon as reasonably possible after the date of termination.

**SECTION 3 – Union Dues**

---

3.01 The Employer will deduct and remit to the Union, initiation fees, Union dues, fines and assessments as are authorized by the Union. The Union will supply a form to the Employer so those new employees, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions.

3.02 The Employer will direct its payroll service to forward monies deducted under Section 3.01 to the Union commencing the first pay period following the date of ratification. The payroll service has stated it will remit monies bi-weekly, coinciding with the bi-weekly payroll periods, accompanied by a statement of name, for whom the deductions were

made and the amount of each deduction. Union dues deducted by the Employer shall be shown on the employee's T-4 slip. Monies shall be remitted either via electronic deposit, or via hard copy cheque. If the Employer anticipates changing payroll providers, or if the payroll provider encounters an issue with performing this, the Employer shall contact the Union immediately to resolve.

#### **SECTION 4 – Bargaining Unit Work**

---

- 4.01 Work customarily performed by the employees in the bargaining unit shall usually be done by persons in the scope and jurisdiction of this Agreement, except that the parties recognize that the managers and other excluded employees will perform bargaining unit work as required to improve the efficiency of the business. The intent of this is not to preclude appropriate scheduling as outlined in Article 5.

#### **SECTION 5 – Hours of Work**

---

- 5.01 Monday shall be considered the first day of work for the basic workweek.
- 5.02 Posting of Work Schedules: The Employer will:
- (a) For front of house staff, post a weekly work schedule on the Sunday two (2) weeks prior to the beginning of the workweek; and
  - (b) For the kitchen, post a monthly work schedule.
- 5.03 Changes to Work Schedule: The Employer will, other than in circumstances beyond the Employer's control, make reasonable efforts to provide at least eight (8) hours' notice of change of work schedule to an employee. The Employer will verbally or electronically notify the employees of such changes. The employee has the right to refuse the change.
- 5.04 Call-Ins: The Employer will fill temporary and unanticipated short-term absences (eg. usually not longer than one (1) shift) by calling in employees within a classification, giving priority for the following:
- (a) Employees who are not scheduled for more than forty (40) hours in the week;
  - (b) Employees who will not accrue overtime; and
  - (c) Employees who have previously indicated they have availability.
- Call-ins are filled on a first-come basis with the Employer successively calling employees in order of seniority, and giving the shift to the first employee that confirms availability.
- 5.05 Scheduling
- (a) Employees will be scheduled based on availability and qualifications and when two (2) employees are available and qualified to perform a job, preference will be given to the most senior employee. This does not apply to call-ins (5.04), but does apply to changes in work schedules (5.03).

- (b) Employees shall be permitted to change their availability on a quarterly basis, or more frequently if mutually agreed to by the Employer and the employee.
  - (c) Where the employee is available for “a.m.”, “mid”, and “p.m.” shifts (or any combination thereof) on a particular day, these shifts will be fairly rotated.
  - (d) The parties acknowledge the Employer’s practice is not to schedule shifts in excess of eight (8) hours; if employees work in excess of eight (8) hours, Section 5.08 shall apply.
  - (e) The Employer will reasonably schedule a sufficient number of servers to ensure customer satisfaction, but will make best efforts to ensure that no server(s) is underutilized or over utilized.
  - (f) Section assignment will be rotated fairly.
  - (g) Bartenders will not be assigned more than three (3) tables on Friday during the day, nor a section on Friday night, or any time on Saturday or Sunday, except in cases of unexpected business requirements, the bartender may be assigned tables outside of these limitations. The Employer will advise the Union of this. This is not intended to be utilized on a regular basis.
  - (h) Cuts to Shift: The Employer will cut employees when business is slow. Cuts are based on hours worked from start of shift (first to start on a shift is first to be cut), subject to effected employees agreeing to be cut earlier. Where two (2) employees have the same hours worked from start of shift, the junior employee will be cut.
- 5.06 The selection of shifts only applies to available shifts and does not allow a senior employee to “bump” a junior employee from a shift they have selected.
- 5.07 Meal Periods and Rest Periods: Any employee who works in excess of five (5) hours, shall be entitled to a thirty (30) minute unpaid meal period.
- 5.08 Overtime Pay: Employees are entitled to overtime. Time worked in excess of eight (8) hours per shift shall be considered as overtime and shall either:
- (a) Be paid at time and one half (1.5x) the regular rate, or
  - (b) Upon the request of the employee and agreement by the Employer, be accrued as banked hours at one and a half (1.5x) times the number of hours worked.
- 5.09 Double Time – Time worked in excess of twelve (12) hours on a shift, shall be paid at double (2x) the regular rate.
- 5.10 Banking Overtime: The Employer’s normal practice is to pay out overtime on the current payroll. However, where an employee requests and the Employer agrees, such agreement in the sole discretion of the Employer, the overtime may be banked. At any time, the Employer may pay out the bank or the employee may request that the bank be paid out.

- 5.11 Interval Between Shifts: There shall be an interval of not less than eight (8) hours between shifts for all employees. An employee who is not allowed an eight (8) hour interval between shifts shall be paid at the rate of time and one half (1 ½) for time worked prior to the expiry of the eight (8) hour interval.
- 5.12 Minimum Hours: All employees shall be paid their regular hourly rate for each hour worked except where employed for less than two (2) consecutive hours per day, in which event they shall receive a minimum of two (2) hours pay. An employee who is called for work and upon reporting finds that his or her services are not required shall receive two (2) hours pay, unless the employee is unfit for work or the work is suspended for reasons beyond the Employer's control.
- 5.13 Recording Hours of Work: Employees must record their hours as required by the Employer.

## **SECTION 6 – Holidays**

---

6.01 Statutory Holidays: The following days shall be considered statutory holidays:

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

And all other public holidays proclaimed in the future by the B.C. Provincial government.

6.02 Compensation for Statutory Holidays

- a) Employees shall receive compensation for Statutory Holidays in accordance with the Employment Standards Act of British Columbia.
- b) Time spent on vacation, banked time off, Union leave or WorkSafe BC Claim shall be deemed time worked for the purpose of determining statutory holiday entitlement.

## **SECTION 7 – Tips**

---

- 7.01 Employees shall receive the wage rates for their classification in accordance with Appendix "A" – Wage Schedule as attached to the collective agreement.
- 7.02 The Employer shall maintain the current gratuity tip out practice as set forth below for the term of the agreement.

<b>GRATUITY TIP OUT</b>	
Kitchen	2.5%
Bar	1.5%
Food Runner	1%
Server	95%

## SECTION 8 – Vacations

---

8.01 Vacation Booking: Employees must request vacation in writing, not less than three (3) months prior to the desired start date of that vacation. Within one (1) month of receiving a request, the Employer will approve or deny the vacation request. Vacation approval is subject to operational needs. Where more than one (1) employee requests vacation for a time period, preference will be given to the senior employee, except that once a vacation is approved, a more senior employee may not displace an approved vacation.

8.02 The Employer shall continue the current practice of paying vacation pay on each cheque with any vacation set forth in 8.03 being taken as unpaid time.

If an employee submits a vacation pay accrual form, as set forth in Letter of Understanding #1 – Vacation Pay Accrual Form, the Employer shall retain their vacation pay until such time as the employee requests their allotted vacation at which time the Employer shall pay the employee their accrued vacation pay.

8.03 All employees shall receive vacation entitlement based on the years of continuous service with the Employer. Employees shall receive vacation entitlement based on the following:

SERVICE REQUIREMENT	VACATION ENTITLEMENT	VACATION PAY
One (1) year but less than five (5) years	Two (2) weeks of vacation	4%
More than five (5) years	Three (3) weeks of vacation	6%

**Effective January 1, 2022** vacation entitlement shall be amended as follows:

SERVICE REQUIREMENT	VACATION ENTITLEMENT	VACATION PAY
One (1) year but less than five (5) years	Two (2) weeks of vacation	4%
Five (5) years to eight (8) years	Three (3) weeks of vacation	6%
Over eight (8) years	Four (4) weeks of vacation	8%

8.04 An employee cannot carry vacation time or pay over from one vacation year to another. The Employer and employee agree that than unscheduled vacation not taken three (3) months prior to the end of the vacation year shall be scheduled at a mutually agreed time prior to the end of the vacation year.

## SECTION 9 – Benefits

---

9.01 All employees, who average twenty-four (24) hours or more per week, may participate in the Benefit Plan currently provided by the Employer, subject to the terms and conditions of the plan. The Benefit Plan may be amended during the term of the agreement with the provision that there shall be no material reduction in benefits.

9.02 The Employer is only responsible for the remitting of premiums to the benefit provider.

- 9.03 Employees who participate in the plan shall remit one hundred percent (100%) of the Plan premiums by the end of the month preceding the month in which the benefits are provided.
- 9.04 Employees who currently are participating in the Benefit Plan shall continue with the current premium cost share.
- 9.05 Any change to the Benefit Plan shall be communicated to the Union.

## **SECTION 10 – Leave of Absence**

---

10.01 Personal Leaves: The Employer will grant a personal leave of absence without pay up to a maximum of thirty (30) days if an employee requests the leave, provided the leave does not unreasonably interfere with the operation of the business. Requests for personal leave must be in writing, to management and made:

- (a) For leaves of fourteen (14) to thirty (30) days, at least four (4) weeks in advance;
- (b) For leaves of four (4) to thirteen (13) days, at least two (2) weeks in advance; and
- (c) For leaves of less than four (4) days, at least one (1) week in advance.

Written applications should state the reason for the leave and the desired date for the start of the leave and the date when the employee wished to return to work.

### 10.02 Union Leave

Subject to operational requirements, the Employer will grant paid leaves of absence provided for in Article 10.01 for employees to attend to Union business as follows:

- a) One (1) employee for up to six (6) weeks. The Union shall provide the Employer with at least two (2) weeks' notice prior to the commencement of such leaves.
- b) Up to two (2) employees to attend provincial, national or international conferences for up to seven (7) days. The Union shall provide the Employer with at least three (3) weeks' notice prior to the commencement of such leaves.
- c) Up to two (2) employees for the purposes of collective bargaining.

The Union shall reimburse the Employer for all costs (wage loss, mandatory deductions, benefit premiums and vacation pay) within fourteen (14) days of receipt of an invoice from the Employer.

The invoice may be a copy of the employee's pay statement or a detailed statement indicating the costs which are being sought by the Employer.

10.03 Requested Time-Off: The Employer shall furnish a form for the purpose of requesting days off. Requests for leave are different than vacation.

10.04 Statutory Leaves: The Employer will provide unpaid leaves in accordance with the B.C. Employment Standards Act, as amended from time-to-time. These will include, but may not be limited to:

- Maternity Leave
- Parental Leave
- Family Responsibility Leave
- Compassionate Care Leave
- Bereavement Leave
- Reservists' Leave
- Leave respecting disappearance of a child
- Leave respecting death of a child
- Critical illness or injury leave
- Leave respecting domestic or sexual violence
- Jury duty

10.05 Employment Considered Continuous: If an employee is on any of the leaves referred to in this collective agreement or is on jury duty, employment is considered continuous for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee.

10.06 Benefits During Leaves: Provided the employee pays in advance the employee's premium cost(s), the Employer will continue benefits during a leave, subject to the terms and conditions imposed by the Employer's benefit carrier.

10.07 Return to Employment: The Employer will make reasonable efforts to return the employee to their former position or a comparable position within their classification at the end of a leave.

10.08 An employee may use any accrued banked time to fund any of these leaves.

## **SECTION 11 – Wages**

---

11.01 The Employer agrees to pay all employees covered by the terms of this Agreement not less than the schedule at Appendix "A" of wages during such time as this Agreement is in force, effective on dates as shown, provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rate shall not be reduced by reason of the signing of this Agreement.

11.02 Staff Meetings: If the Employer requires attendance at a staff meeting, the Employer will pay for the time at that meeting. Voluntary attendance at group meetings is unpaid and an employee who elects not to attend such meetings will suffer no disciplinary or negative consequences.

11.03 Cashing out: Cashing out is the responsibility of servers and bartenders and must be done at the end of each shift.

## **SECTION 12 – Ending of Employment (Lay off or termination without cause)**

---

- 12.01 Employees who are laid off due to a downturn in business, will be laid off in order of reverse seniority. The following language will apply to layoffs and to employees who are terminated by the Employer without cause (subject to 12.02)
- (1) After three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one (1) week's wage as compensation for length of service.
  - (2) The Employer's liability for compensation for length of service increases as follows:
    - (a) After twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
    - (b) After three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.
  - (3) The liability is deemed to be discharged if the employee
    - (a) Is given written notice of termination as follows:
      - (i) one week's notice after three (3) consecutive months of employment;
      - (ii) two (2) weeks' notice after twelve (12) consecutive months of employment;
      - (iii) Three (3) weeks' notice after three (3) consecutive years of employment plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice;
    - (b) Is given a combination of written notice under subsection (3)(a) and money equivalent to the amount the employer is liable to pay, or
    - (c) Terminates the employment, retires from employment, or is dismissed for just cause.
  - (4) The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by:
    - (a) Totaling all the employee's weekly wages, at the regular wage, during the last eight (8) weeks in which the employee worked normal or average hours of work,
    - (b) Dividing the total by eight (8), and
    - (c) Multiplying the result by the number of weeks' wages the employer is liable to pay.

- (5) For the purpose of determining the termination date under this section, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.
- (6) If, after three (3) consecutive months of employment, an employee gives notice of termination to the employer and the employer terminates the employment during that notice period, the employer is liable to pay the employee an amount equal to the lesser of:
  - (a) An amount in money equal to the wages the employee would have earned for the remainder of the notice period, or
  - (b) An amount in money equal to the amount the employer is liable to pay on termination.

12.02 This Section does not impact an employee's right to grieve a termination.

12.03 The Employer agrees to give employees one (1) weeks' notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other forces of nature.

## **SECTION 13 – Seniority**

---

- 13.01 Seniority for employees shall mean length of continuous service with this Employer. For clarification, continuous service shall include all approved leaves of absence from work pursuant to the Collective Agreement (i.e., vacations, accident, illness, and all approved leaves of absence).
- 13.02 Seniority lists of all employees shall be forwarded to the Union office once per year, along with updated contact information for each employee.
- 13.03 Seniority will be lost if an employee:
  - Voluntarily leaves the employ of the Employer; or
  - Is discharged; or
  - Is absent without approved leave for a period of more than three (3) working days; or
  - Fails to report to work within three (3) working days of being recalled from a layoff; or
  - Is on a layoff for more than six (6) months without being recalled.
- 13.04 Layoff and Recall: Seniority shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. The employee must keep the Employer informed of their current address and telephone number. If the Employer is unable to contact the employee for recall within five (5) working days, or if the employee is contacted and neglects or refuses to return to work within three (3) working days, the employee will lose seniority and the employees' employment will end.
- 13.05 Job Posting: The Employer will post vacant positions. The Employer awards positions based on skill, ability, qualifications and competence. Where these factors are relatively equal, the most senior employee will be awarded the position.

- The postings will include the classification and rate of pay.
- Jobs will be posted for seven (7) days, in an area visible to all Employees.
- The name of the successful applicant will be posted for seven (7) days.

13.06 Probation: New employees will be on probation until they have worked 400 hours and will not accumulate seniority during this probation period. Following successful completion of the probation period, seniority will be back-dated to date of hire.

13.07 Current employees who post into a position will be on a training and trial period for 200 hours and if not successful, or if they wish, they will be returned to their prior position.

## **SECTION 14 – Conflict of Interest**

---

14.01 It is understood that a secondary job shall not interfere with the business of the Employer. Where an employee wishes to work in a food or liquor primary business within New Westminster, they shall advise the Employer of such prior to entering into employment with another establishment.

If the Employer determines that the alternate employment is interfering with the employee's ability to punctually attend work, or is impacting the performance of the employee while at work, the Employer shall arrange a meeting with the employee and Union Representative to resolve the issue.

## **SECTION 15 – Management's Rights**

---

15.01 Except as expressly limited by this Agreement, the Employer will have the exclusive right to exercise all management functions, including: hiring, classifying, disciplining, suspending, dismissing and laying off employees; requiring employees to observe rules and policies issued by the Employer; to set and schedule, including the number of employees, and to determine methods and areas of work; to determine the type and kind of equipment and materials to be used.

15.02 The Employer must have just and reasonable cause for dismissal or discipline of an employee, except that the Employer may dismiss employees on probation for suitability.

## **SECTION 16 – Grievance Procedure**

---

16.01 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

16.02 Grievances shall be submitted within thirty (30) calendar days of the event giving rise to the grievance and must be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) working days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 17 of this Agreement.

- 16.03 Grievances involving the dismissal, suspension or layoff of an employee must be submitted to the Employer within ten (10) working days from the date the Union is notified of the dismissal, suspension or layoff.
- 16.04 Time is of the essence and failure to meet the timelines in this Agreement will result in the grievance being deemed abandoned.
- 16.05 Where requested by the Union, the Employer will reply in writing as to the disposition of all grievances submitted by the Union.

## **SECTION 17 – Arbitration**

---

- 17.01 The Board of Arbitration shall be composed of a single arbitrator.
- 17.02 In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.
- 17.03 The findings of the Arbitrator shall be binding and enforceable on the parties.

## **SECTION 18 – Miscellaneous**

---

- 18.01 Dress Code: Front of house employees will wear name tags. The Employer will publish a dress code with which employees will comply. The Employer will provide and launder aprons or smocks for the kitchen and other staff.
- 18.02 Tools and Equipment: All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee. These items must be kept on the premises.
- 18.03 Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.
- 18.04 Time Off to Vote: The Employer agrees that it will fully comply with any law requiring that employees be given time off to vote.
- 18.05 Polygraph Tests: The Employer agrees that polygraph or similar lie detector tests will not be used.
- 18.06 Information: If the Union requires information regarding accumulated hours of work, the Employer agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his or her proper rate of pay.

In any grievance regarding hours worked by an employee and the amount paid to an employee, the Employer shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

18.07 Picket Lines: The Employer agrees that in the event of a lawful picket line of a Union being in existence, the Employer will in no way require or force members to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to work while a lawful picket line exists at his or her place of work.

#### 18.08 Employee's Personnel File

A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be requested to sign a copy. Such signature will indicate receipt of formal reprimand only. Disciplinary notices will be removed from an employee's file after thirty (30) months, provided there are no further similar misconduct within that period. Subject to giving the Employer advance notice, employees shall have access to their personnel file in accordance with the B.C. Personal Information Protection Act, as amended from time to time.

#### 18.09 Employee Privacy and Video Surveillance

The Employer agrees it will comply with the Personal Information Protection Act (PIPA)

#### 18.10 Harassment and Discrimination:

The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination. The Employer will implement and enforce a respectful workplace policy.

Where an employee alleges that harassment or discrimination has occurred on the job, the employee shall have the right to make an allegation of harassment.

Where the Employer or the Union has received an allegation of harassment or discrimination, it will be investigated on a priority basis.

In cases where excluded personnel are the respondent and the Employer and the Union determine an independent investigator is required, the investigator will be jointly paid by the Union and the Employer.

18.11 Bulletin Boards: A bulletin board will be supplied by the Union and placed in an area that is mutually agreeable at the Pub.

It is understood that these are property of the Union and shall be for their exclusive use. The intent is to post factual and informative materials.

18.12 Lockers: The Employer will provide lockers for employee use. Employees must bring their own lock and may not use the lockers overnight. The Employer is not responsible for the contents of the locker.

18.13 Intimidation: No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

This is not to be construed to restrict management personnel from reprimanding an employee as required to maintain the proper operation of the business.

**SECTION 19 – Health and Safety Committee**

---

19.01 Health and Safety Committee: The Employer agrees to maintain a Health and Safety Committee as required by applicable workers compensation legislation. The committee will be comprised of an equal number of Employer and employee reps. Four (4) committee members shall be required for a quorum.

**SECTION 20 – Duration of Agreement**

---

20.01 This agreement shall be for the period from and including ratification to and including May 31, 2023. Thereafter, the agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.

20.02 During the period when negotiations are being concluded between the parties for the renewal of this agreement, the present agreement shall continue in full force and effect until:

- a) The Union commences legal strike action; or,
- b) The Employer commences legal lock out action; or,
- c) The parties enter into a new or further agreement;

Whichever is earliest.

20.03 Notice to commence collective bargaining must be in written form and must be delivered by either by registered mail or personally delivered. In the event that such notice is personally delivered, acknowledgement of such delivery must be made.

**AGREEMENT SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

**FOR THE UNION**  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518



---

**Kim Novak, President**

**FOR THE EMPLOYER**  
RIVER'S REACH NEIGHBOURHOOD PUB  
INC.

**LETTER OF UNDERSTANDING #1**

---

**VACATION PAY ACCRUAL FORM**

Between: United Food and Commercial Workers Union, Local 1518  
(Hereinafter referred to as the 'Union')

And: River's Reach Neighbourhood Pub  
(Hereinafter referred to as the 'Employer')

If an employee determines that they would rather have their vacation pay accrued until they take their vacation, the following form shall be completed and provided to the Employer.

**VACATION PAY ACCRUAL NOTIFICATION**

---

I, \_\_\_\_\_ hereby request River's Reach Pub ( the "Employer") to withhold any vacation pay ( the "accrual" ) which is due me under Section 8.03 – Vacation Entitlement until such time as I advise the Employer that I wish to take my vacation.

Further, I shall provide the Employer with two (2) weeks' notice of my intention to take my vacation to allow for the Employer to prepare a vacation cheque for the accrued amount. The vacation cheque shall be available to the employee a minimum of five (5) days prior to the commencement of the vacation.

The requested vacation shall be taken in minimum increments of five (5) days [one (1) week]. The accrued vacation pay shall be for the number of days taken.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee

I have received this Vacation Pay Accrual Notification from the above employee.

\_\_\_\_\_  
For the Employer

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_**

**LETTER OF UNDERSTANDING #2**

---

**REGISTERED RETIREMENT SAVINGS PLAN**

Between: United Food and Commercial Workers Union, Local 1518  
(Hereinafter referred to as the 'Union')

And: River's Reach Neighbourhood Pub  
(Hereinafter referred to as the 'Employer')

The parties shall meet during the term of the agreement to discuss, develop and if possible, implement a Registered Retirement Savings Plan for employees.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_**

**Appendix “A”  
Wage Schedule**

<b>CLASSIFICATION</b>	<b>EFFECTIVE DOR</b>	<b>EFFECTIVE JUNE 1, 2020</b>	<b>EFFECTIVE JUNE 1, 2021</b>	<b>EFFECTIVE JUNE 1, 2022</b>
<b>FRONT OF HOUSE</b>				
Maitre D'	\$15.35	\$16.10	\$16.70	\$16.85
Host	\$13.85	\$14.60	\$15.20	\$15.45
Server	\$12.70	\$13.95	\$15.20	\$15.45
Bartender	\$12.70	\$13.95	\$15.20	\$15.45
Bar Porter	\$12.70	\$13.95	\$15.20	\$15.45
Food Runner	\$13.85	\$14.60	\$15.20	\$15.45
<b>BACK OF HOUSE</b>				
Chef 1	\$30.00	\$30.55	\$30.86	\$31.16
Chef 2	\$28.00	\$28.53	\$28.81	\$29.09
Chef 3	\$25.00	\$25.50	\$25.75	\$26.00
Red Seal Chef	\$22.50	\$22.97	\$23.20	\$23.53
Sous Chef	\$20.00	\$20.45	\$20.65	\$20.85
Line Cook 1	\$18.00	\$18.20	\$18.38	\$18.54
Line Cook 2	\$17.00	\$17.20	\$17.37	\$17.54
Line Cook 3	\$16.00	\$16.20	\$16.36	\$16.52
Prep Cook	\$17.00	\$17.20	\$17.37	\$17.54
Kitchen Helper	\$13.85	\$14.60	\$15.20	\$15.35
Dishwasher	\$13.85	\$14.60	\$15.20	\$15.35

**Note:**

Employees who are currently receiving wage rates higher than those in the above grid shall continue to receive those rates of pay until the grid rates are higher.

# Index

<b>A</b>		<b>J</b>	
Arbitration.....	13	Job Posting .....	11
<b>B</b>		Jury Duty .....	9
Banking Overtime.....	5	<b>L</b>	
Bargaining Agency .....	3	Laid Off.....	10
Bargaining Unit Work .....	4	Layoff And Recall .....	11
Benefits .....	7	Leave Of Absence.....	8
Benefits During Leaves .....	9	Lockers.....	14
Bereavement Leave .....	9	<b>M</b>	
Bulletin Boards .....	14	Management's Rights.....	12
<b>C</b>		Maternity Leave.....	9
Call-Ins .....	4	Meal Periods .....	5
Cashing Out .....	9	Minimum Hours .....	6
Changes To Work Schedule .....	4	<b>O</b>	
Charitable Donations.....	13	Overtime.....	5
Compassionate Care Leave.....	9	<b>P</b>	
Conflict Of Interest.....	12	Personal Leaves .....	8
<b>D</b>		Personnel File .....	14
Double Time .....	5	Picket Lines.....	14
Dress Code .....	13	Polygraph Tests .....	13
Duration Of Agreement .....	15	Posting Of Work Schedules .....	4
<b>E</b>		Probation.....	12
Ending Of Employment .....	10	<b>R</b>	
<b>G</b>		Recording Hours Of Work .....	6
Gratuity Tip Out Practice .....	6	Requested Time-Off .....	8
Grievance.....	12	<b>S</b>	
<b>H</b>		Scheduling .....	4
Harassment And Discrimination .....	14	Secondary Job .....	12
Health And Safety Committee .....	15	Seniority .....	11
Hours Of Work .....	4	Staff Meetings .....	9
<b>I</b>		Statutory Holidays .....	6
Interval Between Shifts.....	6	<b>T</b>	
Intimidation.....	15	Time Off To Vote .....	13
		Tools And Equipment.....	13

**U**

Union Dues ..... 3  
Union Leave ..... 8  
Union Shop ..... 3

**V**

Vacation Booking ..... 7  
Video Surveillance..... 14

**W**

Wages ..... 6