

## **COLLECTIVE AGREEMENT**

**BETWEEN:**

**ROYAL CANADIAN LEGION, MAPLE RIDGE  
(PACIFIC NO. 88) BRANCH**

**AND:**

**SERVICE, HEALTH, MANUFACTURING AND ALLIED  
WORKERS UNION, CLAC LOCAL 501**

**DURATION: SEPTEMBER 1, 2022 – AUGUST 31, 2025**

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## **COLLECTIVE AGREEMENT**

### **BETWEEN:**

**ROYAL CANADIAN LEGION, MAPLE RIDGE  
(PACIFIC NO. 88) BRANCH  
(the “Employer”)**

### **AND:**

**SERVICE, HEALTH, MANUFACTURING AND ALLIED  
WORKERS UNION, CLAC LOCAL 501  
(the “Union”)**

### **ARTICLE 1 – PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c) establish an orderly system for the layoff and recall of employees;
  - d) establish a prompt, just and equitable procedure for the disposition of grievances;
  - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and

the employees which will be conducive to their mutual well being.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the certified bargaining unit as classified in Schedule “A”, except supervisory staff.
- 2.02 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.
- 2.04 The Union and the Employer may determine if special dispensation is required to become competitive or the employees have specific concerns not addressed herein and, should the necessity arise, may, by written agreement, add, amend, or delete any terms or conditions of the Agreement.
- 2.05 The Union acknowledges that it is the function of the Employer to:
- a) manage its business, including the scheduling of work, and the control of materials and equipment;

- b) maintain order, discipline, and efficiency;
- c) hire, direct, transfer, promote, layoff, discipline, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that they have been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 19.

### **ARTICLE 3 – SCOPE**

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.02 In the event this Collective Agreement does not expressly provide for a benefit required by the *BC Employment Standards Act*, the provisions for such benefit set out in the Act is deemed to be incorporated into this Collective Agreement. However, no such provision shall be incorporated where the provision(s) for the subject matter of that benefit prescribed in the Collective Agreement meet(s) or exceed(s) the benefit set out in the Act.
- 3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favorable, shall automatically apply.
- 3.04 Existing rights and privileges established or recognized by the Employer that are not specifically covered by this Agreement

and that are not in conflict with any terms of this Agreement, shall remain in effect for the duration of this Agreement.

- 3.05 a) Management and non-bargaining unit employees shall not regularly perform work normally performed by members of the bargaining unit except in cases of established past practice, of emergency, or for training, instructional, or evaluation purposes.
- b) The Employer agrees that work normally performed by members of the bargaining unit shall not to be contracted out where the contracting out results in a layoff of regular employees or where there are regular employees on layoff.
- c) Volunteer work will continue as per past practice and is acknowledged by the Employer and the Union as an important part of how employees and members of the Legion interact with each other and the Branch.

#### **ARTICLE 4 – REPRESENTATION**

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.
- 4.02 Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 4.03 The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters

pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement.

- 4.04 Stewards will not absent themselves from their work to deal with Union business without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay such Stewards at their prevailing hourly rates while attending to such matters during regular working hours. Where such matters are expected to last more than ten (10) minutes, the Employer may direct that they be dealt with during breaks.
- 4.05 The Union has the right to appoint or elect Union members to a Negotiating Committee. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the appropriate rate to a maximum of thirty-two (32) straight time hours.
- 4.06 The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the use of the Union.
- 4.07 Union Representatives shall have the right to visit at the location where employees are working. Such visits shall not unduly disrupt the flow of work.
- 4.08 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative shall be entitled to attend such meetings.

## **ARTICLE 5 – WORK STOPPAGES**

5.01 In accordance with the *B.C. Labour Relations Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held:

- a) The Union will not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and,
- b) The Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

## **ARTICLE 6 – UNION DUES**

6.01 a) The Employer is authorized to and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer shall also deduct union dues arrears and union administration dues where applicable.

- b) The amount of union dues shall be in accordance with the direction of the Union, as determined by the National Convention.

6.02 The total amount deducted will be forwarded to the Union's remittance processing center within one (1) week of the end of each month, together with an itemized list of the employees for whom the deductions are made and the monthly amount checked off for each.



## **ARTICLE 7 – EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 7.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided that, in the Employer's opinion, such applicants are qualified to meet the requirements of the job.
- 7.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are employees on lay-off available.
- 7.03 a) The Employer shall provide the Union with necessary information regarding new hires, job postings and awards, layoffs, and terminations. The Employer shall remit dues electronically once monthly, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- First, middle and last name;
  - Rate of hourly pay;
  - Any hourly premiums;
  - Gross earnings;
  - Total regular and overtime hours worked in the month for which such deductions are made. If an employee earned both one and one-half (1½) and double time (2x) overtime premiums, these hours shall be recorded separately;
  - Social Insurance Number; and
  - Date of birth.
- b) The Employer shall also include on the next remittance, the following information:

- Complete mailing address;
  - Email address;
  - Primary telephone;
  - Date of hire; and,
  - Classification.
- c) The Employer shall also record on a remittance any of the following changes in employment status:
- Change of employment status (full time, part time or casual) and classification;
  - Job end date (for temporary, or permanent separation).
- 7.04 a) The probation period shall be four hundred fifty (450) hours or six (6) months from the date of hire, whichever is triggered first. The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed an additional four hundred fifty (450) hours, with the approval of the Union.
- b) The probationary period shall be used by the Employer to assess new employees and determine their suitability for long term employment. The parties agree that the discharge or layoff of a probationary employee because of skills, abilities, qualification, or suitability shall be at the discretion of the Employer, where the termination is not arbitrary, discriminatory or in bad faith and provided that employees have been properly notified of the reasonable standards that they are expected to meet.
- 7.05 Employees on probation are covered by this Agreement except those provisions that specifically exclude probationary employees.

- 7.06 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 7.07 Neither the Employer nor the Union will compel employees to join the Union. Neither the Employer nor the Union will discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Collective Agreement, whether or not they join the Union.
- 7.08 A Steward shall be given ten (10) minutes paid time off work to greet new employees on their first shift, and to discuss Union membership with them.
- 7.09 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have ten (10) working days to correct this error.
- 7.10 Further to Article 7.09, if the Employer continues to be delinquent in its remittance to the Union, the Employer shall pay interest to the Union and its various Funds, as the case may be, at one percent (1%) per month on the amount owing. Such interest shall be compounded on a monthly basis.

## **ARTICLE 8 – JOB CLASSIFICATIONS AND RATES OF PAY**

- 8.01 Employees shall be classified and paid in accordance with Schedule “A” which is attached to this Collective Agreement and forms a part of it.
- 8.02 New classifications may be established by the Employer.
- 8.03 Wage rates for such new classifications shall be negotiated between the Employer and the Union. If negotiations fail to produce an agreement then the rates shall be settled by arbitration under this Agreement.
- 8.04 When an employee is “called in” after having left the premises, they shall receive a minimum of four (4) hours’ pay at the appropriate rate.
- 8.05 If any employee who is scheduled to work reports for work at their scheduled starting time and work is not available or suspended, they shall be guaranteed a minimum of four (4) hours’ wages at the applicable hourly rate whether required to remain at the premises or not.
- 8.06 a) The Employer shall periodically review each employee as to their overall work performance. The supervisor conducting the review shall first of all give the employee an opportunity to read their written review. The supervisor and the employee shall meet to discuss the evaluation shortly thereafter. The supervisor shall give the employee the opportunity to write their personal comments on the evaluation form.

- b) An employee's personnel file is open to that employee upon request.

## **ARTICLE 9 – HOURS OF WORK**

### **9.01 Normal Straight Time Hours of Work**

The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:

- i. not more than eight (8) hours in any one day;
- ii. not more than five (5) working days in any week;
- iii. not more than forty (40) hours in any week.

### **9.02 Split Shifts**

Employees may provide written requests to work split shifts to maximize weekly straight time hours within a twelve (12) hour timeframe. A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more. The Premium shall be one (1) hour straight time pay in addition to the hours worked.

### **9.03 Shift Hours**

All shifts assigned by the Employer must conform with the following guidelines:

- a) Four (4) hour shifts will be the minimum shift permitted in any one day.

- b) Shifts of four (4) to eight (8) hours may be assigned, subject to the provisions of Article 9.04.
- c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

#### 9.04 Maximizing the Length of Shifts

- a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to build and maintain shifts of four (4) to eight (8) hours. Wherever possible, all eight (8) hour shifts will be scheduled before lesser hour shifts are scheduled.
- b) The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts or incur any penalty.

#### 9.05 Assignment of Shifts by Seniority

- a) Within departments and classifications, the Employer must offer and assign the longest shifts to employees with the most seniority. If a more senior employee declines a longer shift in favour of an available shorter shift, then the longer shift shall be again offered on a seniority basis.
- b) The Employer must offer and assign all available forty (40)-hour shifts to the employees with the most seniority before implementing shifts of lesser hours.
- c) If a more senior employee declines the forty (40)-hour shift in favour of an available shorter shift, then the forty (40)-hour shift shall again be reassigned on a seniority basis.

- d) In the exercise of its rights to schedule shifts in a manner which is consistent with the best interests of its operation, the Employer will make every reasonable effort to apply the principles of seniority to the assignment of shifts which are equal in length.

#### 9.06 Days Off

- a) Employee shall receive two (2) days off in each calendar week. Wherever possible the days off will be consecutive.
- b) Notwithstanding (a) above, an employee may request to work on their sixth (6<sup>th</sup>) day to maximize straight time hours for that week.

#### 9.07 Overtime

Overtime will be paid for all hours:

- a) Worked in excess of eight (8) hours in a day
- b) Worked in excess of forty (40) hours in a week

Overtime rates shall be as follows:

- Time and one-half (TAH):  
All hours over eight (8) in a day and work performed on a sixth (6<sup>th</sup>) day in a week unless the employee has requested to maximize their hours as per 9.06 (b) or exceeds forty (40) hours.

- Double time (DT):  
All hours over ten (10) in a day, work on a seventh (7<sup>th</sup>) day in a week.

#### 9.08 Rest Periods

- a) All employees are entitled to paid rest periods as follows:
  - Four (4) to six (6) hours – one fifteen (15) minute rest period
  - Six (6) or more hours – two fifteen (15) minute rest periods
- b) No employee will work more than five (5) consecutive hours without a one-half (1/2) hour meal period.

#### 9.09 Payment for Time in Lieu of Breaks

If circumstances dictate that a break cannot be taken, the employee shall receive an additional sum equal to the amount of the lost break or breaks to a maximum of thirty (30) straight time minutes per shift.

#### 9.10 Work Schedules

- a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
  - Employee's name
  - Classification



- Days off
  - Starting and finishing times
- b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- c) All employees shall be given forty-eight (48) hours' notice of any change of their respective work schedule except in circumstances beyond the Employer's control.
- d) Should the above not be adhered to, then the employee shall be paid for the hours as though the shift had been worked as scheduled.

#### 9.11 Time Between Shifts

It is mutually agreed that there will be a minimum of eight (8) hours between the finishing time and start up time of each regular employee (no back to back shifts) unless it is an emergency.

9.12 All paid time will be considered time worked unless specifically excluded.

### **ARTICLE 10 – SENIORITY AND LAYOFF**

10.01 Seniority of employees shall be recognized because the parties agree that job security, scheduling, and vacation scheduling should increase in proportion to length of continuous service. Seniority shall be defined as the number of hours accumulated from the last date of hire and shall be applied across the

bargaining unit. New employees shall be placed on the seniority list at the end of their probationary period and credited their probationary hours worked.

- 10.02 a) Seniority lists shall be maintained at all times by the Employer. The Union shall be forwarded a copy of the seniority list upon request. The Seniority list shall be posted by the employer February first (1<sup>st</sup>) and August first (1<sup>st</sup>) of each year. Hours worked in the period of January first (1<sup>st</sup>) to June thirtieth (30<sup>th</sup>) will be calculated for the August list and hours worked in the period of July first (1<sup>st</sup>) to December thirty first (31<sup>st</sup>) will be calculated for the February list.
- b) Seniority lists shall contain the following information:
- i) The employee's name;
  - ii) The beginning date of employment;
  - iii) The number of hours of seniority accrued; and,
  - iv) The employee's job classification

10.03 Seniority rights shall cease for an employee who:

- a) voluntarily terminates their employment;
- b) is discharged and such discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than six (6) consecutive months. Layoffs due to construction or major renovations of the facility will extend this period.
- d) fails to return to work following an approved leave of absence other than medical;

10.04 When the Employer deems it necessary to reduce the work force, they shall inform the Union of the need for layoffs. When a reduction of the workforce is required, the Employer and the Union shall determine the order of layoff based on all of the following considerations:

- a) Seniority of the employees; and,
- b) Ability and qualification of the employees to perform the work.

The above considerations shall guide the Employer and the Union when employees on layoff are recalled.

10.05 Wherever is reasonably possible, the Employer shall give notice of layoff to all regular employees who have attained seniority status:

- a) after three (3) consecutive months of employment, to an amount equal to one (1) weeks' notice and/or pay;
- b) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' notice and/or pay;
- c) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' notice and/or pay plus one additional weeks' wages for each additional year of employment to a maximum of eight (8) weeks' notice and/or pay.

Similarly, employees wishing to terminate their employment shall give two (2) weeks' notice to allow the Employer to hire an adequate replacement.

10.06 Any appeal in regard to Article 10.04 must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the date seniority rights ceased.

10.07 Any employee laid off and recalled for work must return within five (5) workdays when employed elsewhere and two (2) workdays when unemployed, unless they have a justifiable reason for their failure to return. Failure to return to work as agreed shall be just cause for termination.

## **ARTICLE 11 – HOLIDAYS**

11.01 The following shall be considered paid statutory holidays:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day

11.02 All employees shall be compensated for a normal day's pay on the above holidays using the eligibility and payment calculation in the *Employment Standards Act and Regulations*. 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.

11.03 An employee who is scheduled by the Employer to work on a Statutory Holiday, shall be paid. In addition to pay received as per Article 11.02 above, an employee who works on a statutory holiday must be paid for that day as follows:

- a) one and one half (1½) times the employee's regular wage for the time worked up to twelve (12) hours, and,
- b) double time (2x) the employee's regular wage for any time worked over twelve (12) hours.

### **ARTICLE 12 – LEAVES OF ABSENCE WITH PAY**

12.01 It is agreed that the Employer shall compensate all employees for the difference between their regular wages and payment received, to a maximum of ten (10) days, while performing Jury Duty or while serving as a subpoenaed witness in a Court of Law except if the employee is the Defendant.

### **ARTICLE 13 – VACATION**

13.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

Years of Service	Vacation Percent	Vacation Weeks
Less than one	4%	0
One to three	4%	2
Four to ten	6%	3
Eleven or more	8%	4

13.02 Employees are eligible for paid vacation after their employment anniversary date. The Employer will endeavour to grant

vacations at the time requested in the vacation period, considering business requirements. If a choice must be made between two (2) or more requests for vacation at the same time, seniority shall apply.

### 13.03 Care Days

- a) After ninety (90) consecutive days of employment with an Employer, an employee, each employee is entitled in each calendar year, to:
  - i) six (6) paid days.
  - ii) unpaid leave for up to three (3) days.
- b) If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof.
- c) The “average day’s pay” calculation will be in relation to the formula in the Act.
- d) The Act does not allow for “partial” sick days. Any time taken off on any day (even one hour) qualifies as one day for purposes of this section.
- e) It is mutually agreed and understood that care days shall be used for the following reasons:
  - i) For illness of less than three (3) days;
  - ii) For continuing illness that may carry over after Employment Insurance sick leave have run out;

- iii) Care for a child, spouse or parent;
- iv) Care days shall be used for the reasons above only and not as a cash bonus, extension to annual vacation, or floating day off.
- f) All employees shall accumulate care days from year to year to a maximum of nine (9) days.

#### **ARTICLE 14 – INSURANCE AND BENEFITS**

- 14.01 a) In order to assist in protecting employees and their families from the financial hazards of illness and accidents, the Employer agrees to contribute the following amounts towards the Health and Welfare Plan administered by the CLAC Health and Welfare Trust Fund:
- i) Employees averaging eighty (80) or more hours per month – one hundred percent (100%) of the “Service Plan” as outlined in Schedule “B”.
  - ii) Employees averaging sixty-five (65) or more hours per month – fifty percent (50%) of the “Service Plan” as outlined in Schedule “B”.
  - iii) Employees averaging under sixty-five (65) hours per month may choose to self-pay benefits via payroll deduction. Employee opting to self-pay will do so for a minimum of three months.
  - iv) The monthly hour averages will be reviewed four (4) times per year: January to March (effective date of May

first [1<sup>st</sup>]); April to June (effective date of August first [1<sup>st</sup>]); July to September (effective date of November first [1<sup>st</sup>]); and October to December (effective date of February first [1<sup>st</sup>]).

- v) Employees will remain at the benefit level they qualified at for each three (3) month period regardless of hours worked in the new calculation period; this applies to those choosing the self-pay option.
- vi) Premiums shall be remitted monthly in accordance with the timelines stipulated for union dues. Plan costs are subject to change.

14.02 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

14.03 Whereas coverage under this Insurance Plan ceases for the plan participant at the attainment of age 75, an amount equivalent to the contributions to the Insurance Plan as outlined in Schedule "A" will be paid to that employee, upon attainment of their 75th birthday, on each pay cheque. This payment, in-lieu of contributions to the Insurance Plan administered by the CLAC Health and Welfare Trust Fund, will not be less than the contributions that would have been made on behalf of the employee if they were still eligible for the Insurance Plan. It is further understood these payments will be subject to taxes and



other deductions stipulated federally or by this Collective Agreement.

## **ARTICLE 15 – RETIREMENT SAVINGS PLANS**

### **15.01 Retirement Savings Plan (RSP)**

- a) The Employer agrees to remit to the Union the amount of sixty-five cents (\$0.65) for all hours worked by each employee, to the CLAC Group Retirement Savings Plan (“RSP”), administered by the CLAC Group RSP Board of Trustees.
- b) Employees are responsible for completing an Application for Membership, provided by the RSP Plan, in order to register the RSP contributions remitted by the Employer.
- c) The Employer agrees to deduct, by way of payroll deduction, and remit voluntary employee RSP contributions which are above and beyond those contributions outlined in Article 15.01(a).
- d) Withdrawals and pay-outs from the RSP Plan will be subject to the applicable laws and terms of that plan.
- e) Employees will receive statements from the financial institution which administers the RSP Plan in accordance with the rules of that plan. These statements will be mailed to the employees’ last address on record with the Union.

## 15.02 Retirement Plan Contribution Details

- a) The Employer will remit RSP contributions to the Union as outlined in Article 6.
- b) The Employer's contributions to the RSP Plan will be non-refundable once received by the Union and will vest immediately in the employee on whose behalf the deposit was made.
- c) The total amount of RSP contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase and RSP contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's RSP contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase and RSP contribution limits as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee.
- d) The Union acknowledges and agrees that, other than remitting contributions to the RSP as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the RSP or be responsible for providing such benefits.
- e) The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

- f) Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in Article 15, will be paid to that employee on each paycheque starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. This payment in-lieu of retirement contributions will not be less than the amount that employee would have received if they were still contributing to the applicable plan.
  
- g) The Employer and the Union will cooperate in providing the information required to administer the retirement plans on the employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the plans, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

## **ARTICLE 16 – LEAVES OF ABSENCE**

- 16.01 The Employer may grant leaves of absence without pay and without loss of seniority rights for up to one (1) month leave for every completed year of service up to a maximum of four (4) months. All reasonable requests made in writing shall be granted subject to operational requirements.
- 16.02 The above shall not preclude extensions for personal illness where it is established, to the satisfaction of the Employer, in an application submitted prior to the expiration of the leave of absence that such request for extension is justified.
- 16.03 Employees shall be granted the following leaves without pay and without loss of seniority up to the time noted:

- 1) Leave for Adoption – 62 weeks
- 2) Maternity Leave – 16 weeks
- 3) Parental Leave – 62 weeks
- 4) Family Responsibility Leave – 5 days
- 5) Bereavement Leave – 3 days
- 6) Reservist Leave – 20 days per calendar year (See Article 16.06/16.07)
- 7) Leave for the Disappearance of a Child – 52 weeks
- 8) Leave with respect to the Death of Child – 104 weeks
- 9) Critical Illness or Injury Leave – up to 52 weeks dependent on circumstances
- 10) Leave respecting Domestic or Sexual Violence – 10 days per calendar year
- 11) Jury Duty Leave – for length of the trial (see Article 12)
- 12) Compassionate Care Leave – 27 weeks

16.04 Employees shall accrue seniority while on approved leaves of absence for valid medical or relevant educational purposes. During such an absence, an employee shall accrue seniority for each week absent based on that employee's average weekly hours over the previous eight (8) week period. During all other leaves an employee's seniority shall remain frozen.

#### 16.05 Bereavement Leave

- a) In the event of the death of an employee's sister, brother, mother-in-law, father-in-law, or grandparent, the employee shall be entitled to be absent from work three (3) consecutive days with pay.
- b) In the event of the death of a parent, child, or co-habiting spouse, the employee shall be entitled to be absent from work five (5) consecutive days with pay.

- c) The Employer shall have the right to request reasonable proof of bereavement.

#### 16.06 Military Service

Employees called up for the Military, Air Force or Naval Services, Red Cross or other combat relief service of Canada during the life of this Agreement will be considered on leave of absence. If an employee who is a reservist proposes to return to work earlier than specified in the request submitted, the employee must notify the Employer and be returned to their former position upon discharge from the service, provided they are physically and mentally capable and make an application at least one (1) week before the proposed return date.

- 16.07 In no case may employees be deprived of leaves to which they are entitled under the Employment Standards Act or any other applicable legislation.

### **ARTICLE 17 – SAFETY AND HEALTH**

- 17.01 The parties agree to maintain the highest standard of safety, health, sanitation and working conditions throughout the Employer's operation.
- 17.02 Employees directed by the Employer to take a recognised First Aid Course, shall be reimbursed for their time, course fees and related materials.
- 17.03 The Employer shall pay one hundred percent (100%) of the cost and maintenance of the uniforms where uniforms are required, as per the *Employment Standards Act of British Columbia*.

## **ARTICLE 18 – UNION-MANAGEMENT COMMITTEE**

18.01 a) The Employer and the Union agree to schedule a Union/Management meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The area for discussion shall include but not be limited to:

- i) hiring policies;
- ii) discipline and discharge policies;
- iii) training and promotion;
- iv) safety measures;
- v) matters that affect the working conditions of the employees.

b) The Employer and the Union shall each appoint up to two (2) representatives to the Union/Management Committee. The minutes shall record the business of each meeting, a copy of which shall be mailed to the Employer's office.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

19.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

19.02 **INFORMAL PROCEDURE** – As an informal step, an employee is encouraged to make an earnest effort to resolve the issue

directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

- 19.03 The parties to this Agreement recognize that Union Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 19.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 19.05 A “Policy Grievance” is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. Either party may submit a Policy Grievance directly to Arbitration under Article 20, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a Union Representative, or in the case of an Employer’s Policy Grievance, by the Employer or their representative.
- 19.06 A “Group Grievance” is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance

Procedure, commencing with Step 1. The grievors shall be listed on the grievance form.

#### 19.07 Step 1

A grievance shall be submitted to the Employer in writing within fourteen (14) calendar days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the griever and the Union Representative within seven (7) calendar days of the day on which the grievance is submitted.

#### 19.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) calendar days of the decision under Step 1 or within seven (7) calendar days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the griever and the Union Representative within seven (7) calendar days of the day on which the Step 2 grievance is submitted

### **ARTICLE 20 – ARBITRATION**

20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration.

20.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14)



calendar days after receiving the decision given at Step 2 of the Grievance Procedure.

- 20.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) calendar days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 20.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) calendar days of service as aforesaid, either Party may request the Minister of Labour to appoint a single Arbitrator.
- 20.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served by email, fax or mail. The date of mailing shall be deemed to be the date of service.
- 20.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 20.07 It is agreed that the Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

- 20.08 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 20.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which, in the opinion of the Arbitrator, is just and equitable.
- 20.10 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 20.11 The parties will equally bear the expense of the Arbitrator.
- 20.12 An Arbitrator shall be empowered to render their decision or interpretation consistent with the provisions of this Agreement.

## **ARTICLE 21 – OPTIONAL INVESTIGATION PROCEDURE**

- 21.01 The parties may, by mutual agreement, chose to utilize an Optional Grievance Investigation Procedure, in accordance with the following:
- a) Purpose and Scope
    - i) Recognizing that there are times and circumstances in which it may be necessary to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal

arbitration proceedings, the parties have agreed to provide for an Optional Grievance Investigation Procedure.

- ii) The process is intended to complement the Grievance and Arbitration Procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

b) Optional Grievance Investigation Procedure

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties will appoint one of the persons named herein as Investigators, or a substitute agreed to by the parties, to:

- i) investigate the difference;
- ii) define the issue in the difference, and
- iii) make written recommendations to resolve the difference within five (5) calendar days of the date of receipt of the request and, for those five (5) calendar days from that date, time does not run in respect of the Grievance Procedure.

c) Cost Sharing

Each party shall pay one-half (½) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator.

d) Investigators – Selection

- i) For the purposes of this investigation procedure, subject to receiving their respective consents to their appointment.
- ii) Selection of a particular named individual to serve in each instance shall be by agreement of the parties from the Member Roster of the Arbitrator’s Association of British Columbia. Should the parties fail to agree on the selection, the BC Labour Relations Board will be utilized.

e) Option Choice and Timing

- i) Either party may choose to implement the investigation procedure provided that all Steps of the Grievance Procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.
- ii) The party wishing to use the investigation procedure shall notify the other party of the decision, within five (5) working days of the receipt of the reply at the last Step of the Grievance Procedure. Such notification must be in writing.
- iii) The party receiving notification may refuse to accept the Investigator Procedure, in which case, the arbitration provisions of this Agreement are then available and the time limit contained in that Article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within five (5) working days.

f) Binding Recommendations

While the Optional Grievance Investigation Process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the appointment of the Investigator.

**ARTICLE 22 – DISCHARGE, SUSPENSION, AND WARNING**

- 22.01 The Employer agrees to commit to the principles of progressive discipline.
- 22.02 When the conduct or performance of an employee calls for a reprimand of record by the Employer, such a reprimand shall be in writing, with a copy of the reprimand forwarded by the Employer to a Steward and to the Union office. Prior to issuing such a reprimand, the Employer shall interview the employee in the presence of a Steward or Union Representative, providing that this does not result in undue delay of the appropriate action being taken. The employee may waive this right at their own discretion.
- 22.03 The burden of proof of just and proper cause shall rest with the Employer.
- 22.04 A Steward or Union Representative will be present for all disciplinary meetings of record or instances of on-site drug and alcohol testing. When a Steward or Union Representative is not available, the affected employee may choose another employee

to be present. Where the affected employee declines this right in writing, the Employer will choose another employee.

22.05 Letters of reprimand shall remain in the employee's personnel file for a period not exceeding twenty-four (24) months, provided no further infractions of a similar nature have occurred.

### **ARTICLE 23 – DURATION**

23.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of September, two thousand and twenty-two (2022) and shall remain in effect until the thirty-first (31<sup>st</sup>) day of August, two thousand and twenty-five (2025) and if agreed to by the parties, for further periods of one (1) year, unless notice is given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period from one-hundred and twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it shall be deemed to have been given. This Agreement shall continue until the parties renew, revise or reach a new Agreement. Changes to any of its provisions can be made only with the consent of both the Union and the Employer.

23.02 Until a new Agreement has been concluded, all provisions in this Collective Agreement shall remain in full force and effect.

23.03 The parties agree to exclude the operation of section 50(2) and (3) of the *Labour Relations Code*.

**DATED** at Langley, B.C., this 20th day of October, 2022.

**Signed** on behalf of  
**ROYAL CANADIAN LEGION,  
MAPLE RIDGE (PACIFIC NO. 88)  
BRANCH**

**Signed** on behalf of  
**SERVICE, HEALTH,  
MANUFACTURING AND  
ALLIED WORKERS  
UNION, CLAC LOCAL 501**

	<p>This printing is for information purposes only. Original signed documents are held on file at the Langley Member Centre.</p>	
Authorized Repres		Representative
Authorized Representative		Bargaining Committee Member

**SCHEDULE "A"**  
**Classifications and Rates of Pay**

Classification	Effective Date		
	Sept. 1, 2022 (5%)	Sept. 1, 2023 (4%)	Sept. 1, 2024 (3%)
<b>Bartender</b>	<b>\$ 18.55</b>	<b>\$ 19.30</b>	<b>\$ 19.87</b>
<b>Server</b>	<b>\$ 16.86</b>	<b>\$ 17.54</b>	<b>\$ 18.06</b>



## **SCHEDULE "B"**

### **INSURANCE PLAN COVERAGE – SERVICE PLAN 'A'**

*(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).*

- \$50,000.00 life insurance per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- \$50,000.00 AD &D per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- dental plan at the latest fee schedule available;
  - Basic services: 80% up to \$2,000 per person annual
  - Major services: 50% up to \$2,000 per person annual
  - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  - under 21: \$300 per year
  - age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit;
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$1,500.00 per month per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

### BENEFITS INFORMATION

<b>CLAC BENEFITS TEAM</b> <a href="http://www.clac.ca">www.clac.ca</a>	<b>1-888-600-2522</b>
<b>CLAC RETIREMENT MEMBERCARE</b> (Group RSP & Pension Plan)	<b>1-800-210-0200</b>
<b>GREEN SHIELD CANADA</b> (access through myCLAC.ca)	<b>1-888-711-1119</b>
<b>HUMANACARE (EFAP)</b> <a href="http://www.humanacare.com/clac">www.humanacare.com/clac</a>	<b>1-800-661-8193</b>

## **SCHEDULE "C"**

### **CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the collective agreement.  
It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**ROYAL CANADIAN LEGION, MAPLE RIDGE  
(PACIFIC NO. 88) BRANCH (the “Employer”)**

**AND:**

**SERVICE, HEALTH, MANUFACTURING AND ALLIED WORKERS  
UNION, CLAC LOCAL 501 (the “Union”)**

Notwithstanding Article 13.01 of the Collective Agreement, employees hired before October fifteenth (15<sup>th</sup>), two thousand and sixteen (2016) will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

Years of Service	Vacation Percent	Vacation Weeks
Less than three	4%	
Three or more	6%	3
Six or more	8%	4
Ten or more	10%	4
Fifteen or more	12%	5
Twenty or more	12%	6

**DATED** at Langley, B.C., this 20th day of October, 2022.

**Signed** on behalf of  
**ROYAL CANADIAN LEGION,  
MAPLE RIDGE (PACIFIC NO. 88)  
BRANCH**

**Signed** on behalf of  
**SERVICE, HEALTH,  
MANUFACTURING AND  
ALLIED WORKERS  
UNION, CLAC LOCAL 501**

\_\_\_\_\_  
Authorized Representative

*Aleasha Wegner*  
\_\_\_\_\_  
Authorized BC Representative

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Bargaining Committee Member

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**ROYAL CANADIAN LEGION, MAPLE RIDGE  
(PACIFIC NO. 88) BRANCH  
(the “Employer”)**

**AND:**

**SERVICE, HEALTH, MANUFACTURING AND ALLIED  
WORKERS UNION, CLAC LOCAL 501  
(the “Union”)**

**RE: MANAGEMENT EMPLOYEES**

The parties agree and understand that in the Collective Agreement in effect from Sept. 1, 2022 – Aug. 31, 2025, as per Article 4.02(a), the Employer had established a practice of having managers work shifts in the bar when necessary, but whose normal duties did not include working shifts in the bar. Prior to implementing this past practice in the future, the parties agree that they will meet to discuss ways to minimize the impact on existing bargaining unit employees of managers working in the bar.

**DATED** at Langley, B.C., this 20th day of October, 2022.

**Signed** on behalf of  
**ROYAL CANADIAN LEGION,  
MAPLE RIDGE (PACIFIC NO. 88)  
BRANCH**

**Signed** on behalf of  
**SERVICE, HEALTH,  
MANUFACTURING AND  
ALLIED WORKERS  
UNION, CLAC LOCAL 501**

\_\_\_\_\_  
Authorized Representative

*Aleasha Wegner*  
\_\_\_\_\_  
Authorized BC Representative

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Bargaining Committee Member

## **BENEFIT PLAN – FREQUENTLY ASKED QUESTIONS**

**1. When do my benefits start?**

*Your benefits will commence when the conditions for eligibility as set out in your collective agreement have been met by you.*

**2. What must I do to enroll?**

*You must make sure that your completed enrolment form is mailed to the CLAC Benefits Team. You should receive this form in your sign-on package.*

**3. When will I receive my benefit start package?**

*You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefit start date was April 1, you would expect to see your package around May 15.*

**4. Why does it take this long?**

*This is the time required for your employer to send the information for the Benefits Team to process this information, and for your package to be prepared and mailed.*

**5. What if I have claims before I receive my benefit start package?**

*Any eligible claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.*

**6. How do I make a claim?**

*All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to the provider with a completed claim form.*

**7. Can my dentist submit claims directly?**

*Yes. Your dentist can submit your claims electronically.*

**8. Where do I get claim forms?**

- *your union steward*
- *CLAC's website, [www.clac.ca](http://www.clac.ca)*
- *the nearest CLAC Member Centre*
- *the CLAC Benefits Team: 1-888-600-2522*

**9. Will I receive a prescription drug card?**

*Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card about a week after you receive your benefit start package.*

**10. What if I don't receive my prescription drug card?**

*You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefits Team at 1-888-600-2522 to make sure you receive one.*

**11. How do I make a disability claim?**

*You must contact the Benefits Team for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the Benefits Team for processing.*

**12. Does my plan cover me if I am travelling outside of Canada?**

*Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefits Team if you have any questions.*

**13. What is the Employee Family Assistance Plan (EFAP)?**

*Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call the CLAC Benefits Team for more information.*



## RSP Questions

**1. Who administers the CLAC Group RSP?**

*The CLAC Group RSP is administered by the CLAC Retirement team. The investments are held with Great-West Life.*

**2. How can I contact them?**

*Contact the CLAC Retirement team by phone at 1.800.210.0200 or by email at [retire@clac.ca](mailto:retire@clac.ca)*

**3. How is my account opened?**

*A CLAC Group RSP account is opened for you once your employer remits a contribution on your behalf to the CLAC Retirement team.*

**4. When is my account registered?**

*Your funds will sit in a non-registered account until the CLAC Retirement team receives your completed “**Opening your Plan**” form (included in your new employee package). The registration of your account means that you are taking advantage of the tax sheltering benefits of an RRSP. Contributions receipts are issued twice a year (January and March) for you to use to offset your income when filing your taxes.*

***For more information on your CLAC Group RSP account contact the CLAC Retirement team or log on to myCLAC at [www.clac.ca](http://www.clac.ca) . After logging in, click on the “View Retirement”.***