

COLLECTIVE AGREEMENT

between

**Harris Green Hospitality Ltd
(Harris Green Liquor)**

- and -

**Service Employees International Union,
Local 2, Branch 300**



Effective Date: November 18, 2023

Expiry Date: January 31, 2028

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COLLECTIVE AGREEMENT

between

HARRIS GREEN HOSPITALITY LTD (HARRIS GREEN LIQUOR)
(hereinafter called "the Employer")

and

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
Local 2, Branch local 300
(hereinafter called "the Union")

Article 1 - Purpose

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the Employees, to provide an amicable method of settling differences and misunderstandings which may arise.
- 1.2 Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or the plural pronoun where the context so requires.

Article 2 - Recognition

- 2.1 The Employer recognizes the union as the exclusive bargaining agent for employees at 930 View Street, Victoria BC, as outlined in the bargaining unit certification.
- 2.2 Only members in good standing of the SEIU Local 2, Branch Local 300 shall be employed with the employer, upon completion of their probation period.
- 2.3 No employee shall be discriminated against or discharged for their activity as a union member, for serving on a committee or doing any other work in the interest of the union.
- 2.4 When an employee is booked off by the union for union business, the employer shall continue to pay their wage rate and will be reimbursed by the union within thirty (30) calendar days. The union will give at least fourteen (14) calendar days notice of this leave to the employer.
- 2.5 No employee will be asked to make a written or verbal agreement and/or contract with the employer inconsistent with, or at variance with the terms of this agreement.

Article 3 - Union Dues

- 3.1 Within five (5) calendar days of signing this agreement all employees shall become union members. All new employees shall be required to become and remain members of the union.
- 3.2 All employees in the month following their month of hire shall pay union dues as established by the union. The employer will include application cards in the employee hiring packages and will forward the information of the union.
- 3.3 All employees will be required to sign an authorization for dues deductions. A copy of this authorization will be forwarded to the union. The union will notify the employer of the amount of the established dues and applicable assessments to be deducted and will further notify the employer sixty (60) calendar days in advance of any change with respect to the amount of dues to be deducted.
- 3.4 The employer agrees to remit union dues by no later than the fifteenth (15th) calendar day following the end of the month in which income was earned by the employees. The employer agrees to submit the following information with their remittance of union dues:
- (i) employee name
 - (ii) work location
 - (iii) hourly wage
 - (iv) hours worked
 - (v) union dues
 - (vi) social Insurance Number
 - (vii) seniority date (date of hire)
- All union dues will be shown on T-4 slips.
- 3.5 The employer shall provide the union with the following information, provided it is available, every six (6) months:
- (i) employee name
 - (ii) home address

(iii) phone number(s)

(iv) email address

Article 4 - No Strike, No Lockouts

4.1 In accordance with Section 57 (1) and (2) of the *British Columbia Labour Relations Code*, the union will not permit or encourage any strike, slowdown, or stoppage of work and the employer will not lock out during the term of the collective agreement.

Article 5 - Union Stewards

5.1 The employer recognizes the right of the union to elect or appoint stewards.

5.2 The employer recognizes stewards will need time to perform their normal duties. These normal duties will include such things as grievance meetings, investigation meetings, and other administrative duties related to this collective agreement and the local certification. Normal duties do not include collective bargaining negotiations, attending arbitrations, or other union related activities. However, the steward shall be granted time to perform their duties during working hours provided they receive approval from management.

5.3 The union may appoint or elect one (1) employee for collective bargaining.

5.4 The employer will grant the union access to the employer's workplace provided seventy-two (72) hours written notice is given to the employer and the union's presence does not disrupt the normal course of operations and the business itself.

5.5 The employer will provide the union with a space for a bulletin board for posting union notices. The employer will have discretion to remove non-union related content or content that is deemed inappropriate. The employer will use reasonable judgement in application of this discretion.

5.6 The employer will provide fifteen (15) minutes paid time for one steward to orientate any new employees and provide them with a copy of the collective agreement.

Article 6 - Discipline

- 6.1 The employer will not dismiss or discipline an employee unless it is for just and reasonable cause.
- 6.2 The employer will offer and make available a steward to be present during any meeting when a written warning, suspension, or discharge is to be given to an employee.
- 6.3 Copies of written disciplinary documents shall be copied to the union. When required the employer shall provide disciplinary letters to the union by electronic copy within five (5) calendar days of the union's written request.
- 6.4 Employees may view their employee file with seven (7) calendar days written notice to the employer.
- 6.5 Any disciplinary documentation will be removed from their human resources file after twenty-four (24) months provided there is not any additional disciplinary documentation added to their file.
- 6.6 The employer will utilize video surveillance in accordance with applicable legislation.

Article 7 - Grievance Procedure

- 7.1 When there is a dispute regarding the interpretation, application, operation, or an alleged violation of this agreement, the union or the employer may advance a grievance as follows below. Where the employer advances a grievance, the same steps will be followed with the roles of employee and employer being reversed.

- 7.2 **Step 1**

An employee is encouraged to make an earnest effort to discuss the issue with their manager. The employee may choose to be accompanied by a steward.

This must occur within ten (10) calendar days of the employee becoming aware of the issue or incident that may give rise to a potential grievance. The manager will respond verbally within ten (10) calendar days of the discussion with the employee. All discussions are considered without prejudice to encourage candor and a problem-solving environment.

Step 2

If the employee is unable to resolve at the informal step, the union may submit a written grievance on the employee's behalf articulating the nature of the grievance and all details pertinent to the issue.

The employer will provide a written response to the written grievance within fifteen (15) calendar days of receiving the written grievance in this step.

Policy or group grievances will be commenced at this step (step 2). Similarly, grievances of a terminated employee will be commenced at this step.

Step 3

If the grievance is not resolved at step 2, the union may submit the grievance to senior management, and the employer will meet with the union to discuss the grievance.

The union will forward the grievance to this step Within fifteen (15) calendar days of receiving the written grievance response from the employer in step 2.

The employer will reply with a written response to the union within fifteen (15) calendar days of the meeting in this step.

7.1 **Arbitration**

- (a) If parties fail to resolve a grievance at step 3 of the grievance procedure, either party may refer the grievance to arbitration by a mutually agreeable arbitrator. Either party may seek the appointment of an arbitrator under the *Labour Relations Code*.
- (b) If either party fails to reply to any of the previous steps in this the grievance procedure, the aggrieved party may refer the grievance to arbitration subject to any preliminary decisions that the arbitrator may make regarding the grievance.
- (c) The decision of the arbitrator will be final and binding on the parties subject to any legal appeals.
- (d) The parties will share equally the cost of the arbitrator and any other shared costs of the arbitration (e.g. room rental).

Article 8 - Probationary Period

8.1 All employees shall serve as probationary employees until they have completed five hundred and twenty (520) hours worked. If they are retained when they have completed their probationary period, their names shall be placed on the seniority list and their seniority shall date back to their date of hire.

Article 9 - Seniority

9.1 There shall be one seniority list including all employees. The employee's first day of work will be their seniority date.

9.2 Employees will lose their seniority on the last day of their last shift they work. Seniority will be terminated for the following reasons:

- a) termination for just cause and not re-instated
- b) voluntary resignation including abandonment of employment
- c) on layoff for more than one year
- d) failure to return from layoff within fourteen 14 calendar days of recall

9.3 Employees shall be responsible for notifying the employer of their contact details including address, phone number, and email address.

Article 10 - Lay-off and Recall

10.1 When the employer chooses to downsize staffing levels, employees will be laid off in reverse order of seniority. The employer will provide the union and affected employees with notice of layoff or pay in lieu of notice in accordance with the *Employment Standards Act*.

10.2 Employees will be recalled in order of seniority. Employees will be contacted by email, telephone, and registered mail. It is the employee's responsibility for notifying the employer of their current contact details including address, phone number, and email address.

10.3 The employer will provide the union with and affected employees with a minimum of seven (7) calendar days' notice of layoff.

Article 11 - Wages & Payroll

- 11.1 Employees will be paid bi-weekly. Payroll hours are submitted on a Monday for the previous fourteen (14) day period (Sunday to Saturday). Employees are paid on or before the following Friday. Pay stubs are made available to employees electronically where employees can access their pay information.
- 11.2 Corrections to payroll errors will be addressed within four (4) business days of the employer being notified of the error. Employees who were underpaid shall receive the corrected payment within four (4) days of the employer being notified of the error.

Wages Increases

STORE CLERK LEVEL	DATE OF RATIFICATION	January 4, 2025	January 3, 2026	January 2, 2027
	4.0%	3.0%	3.0%	4.5%
STORE CLERK Probationary 0 - 520 hrs	\$17.42	\$17.94	\$18.48	\$19.31
STORE CLERK Level 1 521 - 2600 hrs	\$18.72	\$19.28	\$19.86	\$20.75
STORE CLERK Level 2 2,601 - 3,650 hrs	\$20.02	\$20.62	\$21.24	\$22.20
STORE CLERK Level 3 3,651 + hrs	\$20.80	\$21.42	\$22.06	\$23.05

*The first wage increase will be applied the first full payroll following ratification, and subsequent increases will always occur on the first day of a pay period.

SIGNING BONUS - \$1,250 PER EMPLOYEE

Article 12 - Hours of Work

- 12.1 For employees working five (5) hours or more, they will receive one thirty (30) minute paid break.
- For employees working less than five (5) hours, they will receive one (1) fifteen (15) minute paid break.
- 12.2 Employees will be paid the daily overtime rate of time-and-a-half (1.5 X) their normal hourly rate after eight (8) hours during a scheduled shift, and double time (2.0 X) their normal hourly rate after 12 hours during a scheduled shift.
- 12.1 Employees will be paid the weekly overtime rate of time-and-a-half (1.5 X) for any hours worked more than forty (40) hours in the same week.
- 12.2 All work performed by an employee in excess of the employee's scheduled shift must be authorised by the manager.
- 12.3 The employer will not reschedule employees in order to avoid paying overtime.

Article 13 - Statutory Holidays

- 13.1 The recognized holidays for this agreement:
- | | |
|----------------|------------------------------|
| New Year's Day | Labour Day |
| Family Day | Truth and Reconciliation Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canaday Day | Christmas Day |
| BC Day | |
- 13.2 Employees who do not work on a statutory holiday are entitled to pay for the statutory holiday provided they have worked for the employer for more than thirty (30) days and the employee has worked at least twelve (12) of the thirty (30) days before the holiday. Their holiday pay will be based on the average hours worked per day based on the preceding thirty (30) days.
- 13.3 When an employee works on a statutory holiday the employee will be paid at

the rate of time-and-a-half (1.5 X) their regular hourly rate for those hours worked as well as being paid their hourly rate for the employee's average days pay which is based on the average hours worked per day by the employee based on the preceding thirty (30) days.

- 13.4 Statutory holidays will be counted as hours worked for purposes of calculating overtime.
- 13.5 Any statutory holiday declared by the provincial government will be added to the above list in 13.1.

Article 14 - Vacation

- 14.1 Earned vacation will be administered in accordance with the *Employment Standards Act* of British Columbia.
- 14.2 Earned vacation will be banked into the employee's vacation account. The balance is displayed on each bi-weekly pay stub.
- 14.3 Vacation will be earned as per the *Employment Standards Act* as follows:
 - (a) Employees completing up to five (5) years of employment shall receive four per cent (4%) of the employee's gross wages during each year of employment. This vacation pay is usually equivalent to approximately two (2) weeks vacation time for an employee working full-time hours, however, while employees working less than full time hours may take up to two (2) weeks vacation, but they may not have sufficient funds in their vacation bank to compensate for the time off.
 - (b) Employees completing more than five (5) years of employment but less than eight (8) years of employment shall receive six per cent (6%) of the employee's gross wages during each year of employment. This vacation pay is usually equivalent to approximately three (3) weeks vacation time for an employee working full-time hours, however, while employees working less than full time hours may take up to three (3) weeks vacation, but they may not have sufficient funds in their vacation bank to compensate for the time off.
 - (c) Employees completing more than eight (8) years of employment, shall receive eight per cent (8%) of the employee's total wages during each year of employment. This vacation pay is usually equivalent to approximately four (4) weeks vacation time for an employee working full-

time hours, however, while employees working less than full time hours may take up to four (4) weeks vacation, but they may not have sufficient funds in their vacation bank to compensate for the time off.

- 14.4 The employee must submit a vacation request for approval to the Employer, no less than forty-five (45) days in advance of the requested vacation days.
- 14.5 If an employee is granted vacation leave, the employee shall receive a written or electronic confirmation that their vacation days have been approved within ten (10) days of the employee making the request as per Article 14.4.

Article 15 - Serving it Right

- 15.1 Employees are required by statute to hold a '*servicing it right*' certificate in order to be employed by the employer. As long as it is a requirement to possess a '*servicing it right*' certificate the employer will reimburse for the renewal of their certificate and will reimburse the employee for the renewal fee.

Article 16 - Harassment, Bullying and Inappropriate Workplace Conduct Policy

- 16.1 The employer and the union will adhere to the British Columbia *Human Rights Code* and any harassment issues will be guided by the appropriate sections of the *Harassment Bullying and Inappropriate Workplace Conduct* policy as found in the *Employee Handbook*.

Article 17 - Printing of Collective Agreement

- 17.1 The employer will be responsible for printing the collective agreement and ensure all employees receive one printed copy of the collective agreement.

Article 18 - Scheduling

- 18.1 The employer will provide a schedule to employees at least 4 weeks in advance of the shifts employees are scheduled to work.
- 18.2 The employer shall schedule a minimum of two (2) employees during operating hours of the store (this calculation may include managers). Failure of an employee to show for a scheduled shift or fail to complete their scheduled shift will not result in this clause being breached.

18.3 Employees may exchange shifts provided the employees are in voluntary agreement and the employer has agreed to the exchange. The request should be made with sufficient notice for the employer to accommodate the shift exchange. The employer will not unreasonably deny a request for shift exchange.

Article 19 - Leaves

19.1 Pregnancy and parental leave will be granted in accordance with the British Columbia *Employment Standards Act*. The terms of this agreement will apply as long as the employee on pregnancy leave or parental leave is employed with the employer.

19.2 Any employee requiring time off to attend a citizenship ceremony to become a Canadian citizenship shall be entitled to one (1) paid day pro-rated to the average hours worked in the prior 4 weeks.

19.3 With one (1) calendar month's notice the employer shall grant an employee leave for union business provided the leave does not impact the employer's ability to schedule. The length of the leave will be limited to no more than one (1) calendar month. No more than one (1) employee may be on leave for union business concurrently.

19.4 Employees who have passed their probationary period will be granted up to three (3) days of paid bereavement leave in the event of the death of the following family members: mother, father, spouse, child, sister, brother, grandparent, grandchild, mother in-law, father in-law, brother in-law, sister in-law, son in-law, daughter in-law, step-parent, step-child, or grandchild.

19.5 As per the British Columbia *Injury or Illness Leave Act* an employee, after 90 days of employment, can take up to 5 paid days and up to 3 unpaid days for personal illness or injury per calendar year.

19.6 All other leaves not covered in this agreement will be addressed as per the British Columbia *Employment Standards Act*.

Article 20 - Contracting Out

20.1 No employee shall be laid off as a result of contracting out. Managers may assist employees and perform some bargaining unit work from time-to-time provided that this does not result in any layoffs.

Article 21 - Safety

- 21.1 The parties to the agreement will follow and comply with the *Workers' Compensation Act* and all other relevant statutes.
- 21.2 An employee will not suffer loss of wages when they are injured during work hours for the remainder of the day the injury occurs.
- 21.3 A joint health and safety committee shall meet regularly in accordance with the relevant laws and statutes. One (1) worker rep (employee or union representative) and one (1) management representative will attend the meetings. Employees attending as a worker rep will be paid at straight time rates.

Article 22 - Technological Change

- 22.1 In the event major changes are made to employees work assignment or operational changes are made that affect the majority of the members of the bargaining unit at a site, the employer agrees to adhere to section 54 of the *Labour Code*.

Article 23 - Premiums and Employee Discounts

- 23.1 If an industrial first aid certification is required by WorkSafe BC or the employer, all employees with a valid certification will receive fifty cents (50) cents per hour premium for all hours worked.
- 23.2 Employees, who during their shift, are required by the employer to drive a motor vehicle to deliver retail store products will be paid fifty cents (50) cents per hour premium for all hours worked in that particular shift. The employee must have a valid driver's license to earn this premium.
- 23.3 Employees will be eligible for an in-store product discount at cost plus ten (10) per cent.
- 23.4 Tips will be managed by the employer and paid out every two pay periods. All tips made by credit cards and debit cards will be amalgamated and banked over the two pay periods and recorded separately on the pay stub. Tips will be pooled and will be distributed proportionately based on hours worked for the two pay periods in question. The employer will deduct four and one-half (4.5%) percent for administration costs of the tips. Tips will be paid to employees in accordance with Canada Revenue Agency regulations.

Employees will be responsible for distribution of cash tips that are received for each day. Should any challenges arise amongst the distribution of cash tips, the employer will write to the union indicating the employer's desire to cease cash tips at the store. The employer and the union will meet within fourteen (14) days to attempt to resolve the issue or agree to cease the allowance of cash tips. Employees are responsible for reporting cash tips to Canada Revenue Agency.

The implementation of the new tip process will commence not later than thirty (30) days after the date of ratification.

Article 24 - Health Welfare Benefits

- 24.1 The cost of Employee Extended Health, Medical, and Dental Plans shall be equally cost shared between the employer and the employees with each party paying fifty percent (50%). The employee's fifty percent (50%) portion of the benefits premium will be \$23.99 based on a single premium and \$64.50 based on a family premium for each bi-weekly paycheck and will be deducted at source from the employee's payroll and the deduction will be recorded on the employee's pay stub. This premium amount may increase on an annual basis in which case the employer will notify employees when the increase occurs and the amount of the increase.
- 24.2 Employees may opt out of health and dental coverage upon initial offering of the plan. Employees must request their desire to opt out to the employer in writing and must do so before initially joining the plan. No premiums will be charged in this instance.
- 24.3 However, if employees choose to opt out of the plan at a later date, after initially joining the plan, they will be required to continue to pay for the following premiums: life; dependant life; and accidental and serious illness. These insurances are mandatory, and employees will be required to pay for these insurance premiums. The bi-weekly premiums deducted for these mandatory insurances will be \$2.83 per bi-weekly paycheck. This premium amount may increase on an annual basis in which case the employer will notify employees when the increase occurs and the amount of the increase.
- 24.4 If any employee leaves the plan and later choose to rejoin the plan, or an employee who chose not to initially join as per 24.2, they may be assessed a late acceptance charge and be required to undergo appropriate health checks in order to be accepted into the plan.

- 24.5 Where interpretation or application differences may occur between the plan and this agreement, the plan and its policies will be relied upon for interpretation.
- 24.6 All Employees scheduled twenty-four (24) hours a week or ninety-six (96) hours a month and who have passed their probationary period shall be provided extended health benefits, as set out in the Harris Green Hospitality Ltd. Benefits Handbook dated October 1, 2022.
- 24.7 The employer shall provide the same or better benefits coverage as articulated in the Harris Green Hospitality Ltd. Benefits Handbook.

Article 25 - Term of Agreement

- 25.1 This Agreement is effective from the first full payroll after ratification and shall continue in effect through January 31, 2028.

For the Employer

For the Union

Keith Owen

Scott Delisle

Neil Patton

Raj Dhaliwal

Dated this 2nd day of November 2023