

COLLECTIVE AGREEMENT

between

**HOSPITALITY INDUSTRIAL RELATIONS
(hereinafter called the "*the Employer*")**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from July 1, 2018 to June 30, 2023

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DEFINITIONS

"*Birth parent*" - means an employee who is or was pregnant and who may or does give birth to a child from that pregnancy.

"*Child*" - is deemed to include a child in the care of a director appointed under the *Child, Family and Community Service Act* or their designate, or a child of a spouse.

"*Day*" - means a calendar day, unless expressly provided otherwise.

"*Department*" - is defined as:

Kitchen, Front Desk, Specialty Dining Room, Dining Room, Coffee Shop, Cocktail Lounge, Public House (Neighbourhood Pub), Licensed Retail Store, Cabaret, Banquets, Maintenance, Housekeeping, Security, Parking.

"*Month*" - means calendar month, unless expressly provided otherwise.

"*Parent*" - includes, without limitation, legal parent, biological parent, adoptive parent, and legally married spouse or common-law partner of a parent, regardless of sex or gender identity or expression.

Types of Employees

"*Regular Employee*" - an employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis.

"*Week*" - means calendar week, unless expressly provided otherwise.

"*Year*" - means calendar year, unless expressly provided otherwise.

ARTICLE 1 - PURPOSE

1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union; set forth terms and conditions of employment affecting employees covered by this agreement; and establish processes to assist the parties in maintaining respectful working relationships and to resolve disagreements in an orderly fashion.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Implementation of Changes in Regulations

It is mutually agreed that upon the implementation of any changes in the Liquor Control Board Regulations governing licensed premises, the Union and management will negotiate an agreement on the problem that could arise therefrom.

1.4 Conflict With Regulations

In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulation.

1.5 Use of Terms

Wherever the singular is used in this agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.6 Objective Interpretation

Where a specific definition of a word, expression, term or a phrase is not expressly provided in this agreement, such word, expression, term or phrase shall be interpreted according to common and normal grammatical usage.

1.7 Joint Consultation

On request of either party, the parties must meet at least once every two months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement.

(a) The purpose of the Joint Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

(b) The Associate Chair of the Mediation Division must, on the joint request of the parties, appoint a facilitator to assist in developing a more cooperative relationship between the parties.

(c) The Joint Consultation Committee shall be comprised of up to two union members appointed from the worksite and up to two representatives of the Employer. By mutual agreement between the Union and the Employer, either party may invite other participants as required. The parties agree to alternate the Chair of these meetings and for administrative purposes, alternate the taking of minutes.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

2.2 Master Properties

The Hospitality Industrial Relations Master Properties, as identified in the wage schedules attached to the collective agreement, will operate as a single unit for all purposes of collective bargaining.

2.3 Union Representation

The members of the BCGEU, employed by Hospitality Industrial Relations members properties, as identified in the wage schedules attached to the collective agreement, will be represented by the Union as a single unit for the purposes of collective bargaining.

2.4 Union Jurisdiction

The Employer agrees that all work coming under the jurisdiction of this Union in the certified area, performed by anyone, on behalf of, or at the instance of the Employer, directly or indirectly under contract or sub-contract, shall be performed by employees who are members of this Union or who shall become members in accordance with the terms and conditions as set out in this agreement.

2.5 Right to Refuse to Work with Non-Union Employees

Refusal on the part of union members to work with non-union employees, pertaining to the bargaining unit, shall not be deemed a breach of this agreement. In such cases, the Employer involved will be given prior notice.

2.6 Bargaining Unit Work

(a) No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this agreement, except for the purpose of instruction, experimentation, management training, in which case trainees shall not displace or replace any employee in the aforesaid classifications except in cases of emergency when regular employees are not available.

(b) When no person other than a person who is excluded from the bargaining unit can be made available to provide relief coverage for coffee breaks and/or the lunch break it shall not constitute a violation of 2.5 for a person who is excluded from the bargaining unit to provide such relief.

2.7 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

2.8 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

2.9 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate and to the Union's on-site designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any clause in this agreement as it applies to that employee, shall be forwarded to the President of the Union or their designate and to the Union's on-site designate.

2.10 Union Representatives

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) When access is required for purposes of such investigation, the union representative will notify the Employer in advance.

(c) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

2.11 Recognition and Rights of Stewards

The Union is entitled to appoint or elect from among the employees a shop steward for each department. The duties of the shop stewards shall be to assist in the reporting and resolution of all grievances within their departments.

- (a) Where there are two or more shop stewards the Union will appoint from their ranks a person who will be the shop chairperson.
- (b) The shop chairperson will be recognized by the Employer as the official spokesperson on behalf of the Union with respect to grievances at Step 1 and 2 of the grievance procedure.
- (c) The Employer agrees to recognize a duly appointed or elected shop steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (d) The shop steward's first obligation is the fulfilment of their responsibilities as an employee. The union steward must not leave their assigned work area on union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) The shop steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.

2.12 Union Bulletin Board

The Employer shall provide bulletin board facilities for the exclusive use of the Union, such facilities will be accessible to all staff, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.13 Union Insignia and Union Shop Card

Union members shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.14 Right to Refuse to Cross Picket Lines

Employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code*. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.15 Fair Labour Policy

The Employer undertakes, wherever possible, to use services, products and other materials necessary to the proper functioning of their hotel, manufactured and produced under fair labour conditions.

ARTICLE 3 - UNION SECURITY**3.1 Hiring Process**

- (a) All staff for positions within the bargaining unit will be hired by the Employer.
- (b) Upon hiring, the Employer shall immediately advise the union designate in writing of the new employee's name, current mailing address, and job classification.
- (c) All employees shall, as a condition of continued employment become members of the Union and maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code* of British Columbia).

3.2 Partners and Shareholders

- (a) Shareholders and partners in excess of two and managers working in an operation covered by this agreement shall join the Union and be governed by the terms and conditions as defined in this agreement.
- (b) Shareholders, partners and/or managers who may be required to join the Union shall not displace or replace a member of this Union.
- (c) A shareholder or partner is a person who has purchased at least 10% of the total business and continues to be a voting member of the owner group.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deductions.
- (e) The Employer shall remit dues to the Union by electronic fund transfer (EFT). The Employer shall submit the EFT with an email to direct.deposit@bcgeu.ca including:
 - (1) EFT date
 - (2) EFT dollar amount
 - (3) Employer name
 - (4) Pay period type (e.g. monthly, semi-monthly, biweekly, etc.)
 - (5) Pay period number
 - (6) Pay period end date
 - (7) Pay period pay date
- (f) The Employer shall provide to the Union with every regular dues remittance the information as specified in the chart below. The information shall be provided electronically in one of the following file

formats: comma-separated values (".csv"), Microsoft Excel legacy worksheet (".xls") or Microsoft Excel workbook (".xlsx").

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/ Position Title		
7	Service Start Date	yyyyMMdd	
8	Appointment Code		e.g. Regular, etc.
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

(g) Before the Employer is obliged to deduct any amount under (a) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(h) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(i) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's earnings the amount of the regular monthly dues and/or assessments payable to the Union by a member of the Union.

(j) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of dues paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

(k) The Employer shall provide to the Union on a quarterly basis a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off. A new employee shall be advised of the name and location of their steward. The employee's immediate supervisor will introduce them to their steward who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's obligations to the Employer and the Union.

ARTICLE 6 - MANAGEMENT OF EMPLOYEES**6.1 Management Rights**

The entire management of the operation, including discipline of the employees is vested exclusively in the Employer at their place of business.

6.2 Rights Subject to Collective Agreement

In the exercise of management rights, the Employer will not treat any employee in an unfair and discriminatory manner and will observe the provisions of this agreement at their place of business.

ARTICLE 7 - HOUSE RULES**7.1 Requirement to Notify Union**

It is mutually agreed that the Employer will post house rules for the conduct of employees and file a copy of those house rules with the Union before enforcing same. Filing with the union office is accomplished by delivery of a copy of the house rules through registered mail.

7.2 Refusal of Service

If an employee is directed by a person designated by the Employer to serve a person who is under the legal age or who, in the opinion of the employee is in an unfit condition for further service, the Employer shall accept and bear the full responsibility and shall pay any fines or penalties incurred by the employee as a consequence of such service.

7.3 Employer Liability for Damage

Upon presentation of a written bona fide claim by an employee, the Employer shall compensate the employee for the replacement cost of, or repair of, any wearing apparel, false teeth, own teeth (for people not covered by the Health and Welfare Plan), eye glasses, contact lenses or hearing aids, damaged or destroyed, as a consequence of the employee's participation in the enforcement of house rules and/or Liquor Control Board Regulations and/or at the direction of management or a person appointed by management.

7.4 Court Attendance

Any employee covered by this agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal respecting the hotel in which they are employed, shall be compensated at the same hourly rate as called for in this agreement, with a minimum of four hours' pay.

7.5 Cheques, Cash, Credit Cards and Credit Account Authority

When an employee is authorized to cash cheques, handle cash, honour credit cards or credit accounts, they will not be held responsible for any losses provided they have followed management's instructions; but where an employee assumes responsibility of cashing cheques, handling cash, honouring credit cards or credit accounts without such authorization from management, they may be subject to discipline. No employee shall be disciplined for shortages unless the employee has sole access to the cash.

7.6 Cafeteria, Kitchen and Dining Lounge, Pub and Lounge Meal Entitlement

A wholesome meal shall be supplied by the Employer with no deduction from the employee's wages on the following basis:

All shifts in excess of five hours worked shall receive one meal per day, or alternately an employee may choose a 10% discount off a meal purchase. For employees of the pub and lounge their entitlement is based on the food they serve being prepared on the premises.

7.7 Lock-Up for Personal Effects

The Employer agrees to provide adequate lock-up facilities for employees' personal effects. The Employer cannot enter the locker without the presence of the employee or a shop steward.

7.8 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight hours in a day, or more than 40 hours in a week.
- (c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee or the Union may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, must do so no later than 20 days after the date:

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee or Union may present a grievance at this level by:
 - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting the grievance through the union steward, to the designated local supervisor.
- (b) The local supervisor shall:
 - (1) sign and date the grievance as received at Step 2; and
 - (2) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2.

8.5 Time Limit to Reply at Step 2

- (a) Within 14 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the union area staff representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.
- (c) The reply at this step shall include a separate report of the Step 2 meeting and results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.
- (d) The President of the Union, their designate, or the Employer may present a grievance at Step 2.

8.6 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 21 days after the Employer's decision has been received; or
- (b) 21 days after the Employer's decision was due whichever occurs first.

8.7 Dismissal or Suspension Grievance

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 21 days of the date on which the dismissal occurred, or within 21 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 21 days of the date on which the suspension occurred, or within 21 days of the employee receiving notice of suspension.

8.8 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, whether directly or indirectly with the aggrieved employee without the consent of the Union.

8.9 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.10 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

ARTICLE 9 - ARBITRATION

9.1 Notice of Intent to Arbitrate

Where a difference arising between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure notify the other party within 21 days of the receipt, or due date, of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

9.2 Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, the parties shall have five working days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the collective agreement Arbitration Bureau.

9.3 Single Arbitrator Procedure

The Arbitrator may determine their own procedure in accordance with the *Labour Relations Code* of British Columbia and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall render a decision within 30 days of the conclusion of the hearing.

9.4 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which they shall make every effort to do within seven days of receipt of such application.

9.6 Expenses of Arbitrator

Each party shall pay one-half of the fees and expenses of the Arbitrator.

9.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

9.8 Fast Track Mediation/Arbitration Process

The parties recognize that there may be times when an expedited mediation/arbitration process is desirable.

(a) Authority

The B.C. Government and Service Employees' Union and the Hospitality Industrial Relations must agree on a case by case basis to use the mediation/arbitration process in this Memorandum. Once the parties have agreed, the mediation/arbitration process in this memorandum will substitute for that portion of the grievance arbitration provisions of the collective agreement contained in Article 8 and Article 9 that have not already been exhausted by either party.

(b) Process

- (1) The outcome will be binding on the parties.
- (2) The procedure may be used after Step 1 or Step 2 of the grievance procedure.
- (3) The procedure cannot be used should an application for a Settlement Officer under Section 87 of the *Labour Relations Code* have been made by either party.
- (4) No legal counsel will be used by either party. The Union will use elected officers or staff representatives. Hospitality Industrial Relations will use employees of their Industrial Relations Division.
- (5) The number of cases to be heard at any given time will not exceed three.
- (6) The parties or their representative will try to get an agreed statement of facts for presentation to the Arbitrator.
- (7) Wherever possible the Arbitrator will attempt to mediate a settlement between the parties.
- (8) In a case where the Arbitrator must write a decision, such decision shall be brief and to the point.
- (9) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- (10) General rules of evidence will be waived except for the rule of "*onus*".
- (11) The offices of the Hospitality Industrial Relations and of the B.C. Government and Service Employees' Union will be used for the process on an alternating basis starting with the B.C. Government and Service Employees' Union offices.

(c) *Procedure*

(1) *The Opening Statement:* This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

(2) *The Hearing:* Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

(3) *The Argument:* As agreed, the parties will not cite legal precedents but may refer to *Brown and Beatty, Palmer*, etc. However, it is imperative that the relevant provisions of the collective agreement be canvassed by counsel to ensure that all relevant clauses are put before the Arbitrator.

(4) *Mediation:* Counsel must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before them. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.

(5) *The Decision:* If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with counsel to explain the framework of their decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

(d) *Customer Complaint Grievances*

With respect to grievances involving customer complaints, the following will apply:

(1) The person to whom the complaint was given be called to testify.

(2) Bargaining unit or staff employees who can provide direct evidence with respect to the complaint is called to testify.

(3) Wherever possible the complaint be committed to writing, in the customer's own handwriting.

(4) Prior to the hearing, the parties discuss the evidence so there are no surprises.

ARTICLE 10 - DISCIPLINE

10.1 Just Cause

(a) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.

(b) During the initial probation period specified in this agreement, a probationary employee may be discharged if they are unsuitable for status as an employee.

10.2 Discipline Grievance

All dismissals, suspensions and discipline will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal, suspension or discipline shall be given to the employee within 48 hours of the time the discipline is imposed not including weekends and holidays; failure to do so shall

render the discipline a nullity. A copy of the written notice of dismissal, suspension or discipline shall be forwarded to the President of the Union or their designate within five days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, adverse reports, letters of suspension, employee appraisals, or any other act by the Employer detrimental to an employee's record. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided that there has not been any further employment infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

10.4 Right to Have Steward Present

An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, or impose discipline, the supervisor shall notify the employee and the steward in advance of the purpose of the interview and of the employee's right to have a steward present. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action. The Employer agrees to inform the shop stewards which personnel have been designated by the Employer with the authority to issue discipline. The designates may change from time to time.

10.5 Right of Steward to Have Staff Representative Present

A steward shall have the right to consult with a staff representative of the Union and to have a representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward. There should be no unreasonable delay caused by this provision. Otherwise, a steward shall have the right to consult with a staff representative of the Union and to have either a staff representative present by phone or a union officer, steward or alternate present in-person for any such discussion.

10.6 Personnel File

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file.

ARTICLE 11 - SENIORITY

11.1 Seniority Entitlement Defined

(a) "*Service seniority*" is defined as the length of an employee's service with the Employer calculated as the elapsed time from the date they were first employed, unless their seniority was broken, in which event such calculation shall be from the date they returned to work following the last break in their seniority.

(b) For the purpose of this agreement except as outlined in (c) and (d) below, and for the purposes of Articles 12.1 and 13.1(b), which shall be based on service seniority, seniority shall be based on an

employee's continuous length of service in a classification, within a particular department in the Employer's operation. Such seniority will be calculated in hours worked.

(c) For the purposes of annual vacation entitlement, seniority will be based on the total number of years of service in the hotel or establishment.

(d) Where an employee is scheduled in different classifications or departments, seniority will be based on combined hours worked and will accrue in the classification and department where the majority of those hours are worked.

(e) Available extra work outside the classification will be offered on the basis of seniority first within the department and then within the property, provided such senior person possesses the necessary skill, ability and qualifications to perform the full measure of the work required.

11.2 Seniority During Initial Probation

(a) Employees shall earn, but not be credited with, seniority during the initial probationary period. Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this agreement apply.

(b) During initial probation an employee may be paid 10% less than the rate outlined in Appendix B for the job to which they are assigned.

(c) Persons who have had their employment relationship terminated with the Employer and who are rehired by that Employer may be required to serve a probation period, but will serve such probation period at the full classified rate of wage.

11.3 Probation

(a) A new employee hired into a regular position shall serve a probationary period of 440 hours of work or six months from date of hire, whichever comes first.

(b) Where a written performance evaluation indicates doubt as to the probationary employee's suitability for ongoing employment, the Employer may extend the probationary period for up to an additional 50 calendar days.

(c) If there is more than one probationary employee in a classification, the majority of hours on a weekly basis shall be offered based on the date of hire.

11.4 Seniority Lists

(a) The Employer agrees to post departmental seniority lists on or before the first day of February and the first day of August in each year. The periods for calculating the hours worked shall be January 1st to June 30th for the August list and July 1st to December 31st for the February list. The seniority lists shall contain the following information:

- (1) employee's name;
- (2) the date from which the employee's service seniority is calculated;
- (3) the number of hours of seniority accrued; and
- (4) the employee's job classification.

(b) The seniority list shall be posted by the Employer for a minimum of 30 days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the 30 days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this agreement.

- (c) At the time of posting, a copy of the seniority lists shall be given to the steward and one copy to the union staff representative.
- (d) New employees will be added to the list at the time they attain seniority.

11.5 Accrual of Seniority

Seniority will be accrued based on hours worked which shall include:

- (a) time lost as a result of occupational illness or injury;
- (b) non-occupational illness or injury for a period of up to six months;
- (c) leaves of absence up to a period of three months;
- (d) leave in accordance with Article 21;
- (e) leave in accordance with Article 18; or
- (f) leave in accordance with Clauses 20.1, 20.2, 20.3, 20.4, 20.5 and 20.6.

11.6 Seniority Retained But Not Accrued

Seniority will be retained but not accrued during any period of absence not directly paid for by the Employer except as noted elsewhere in this agreement.

11.7 Seniority Lost

Seniority will be lost when an employee:

- (a) receives severance pay in accordance with this agreement;
- (b) voluntarily terminates their employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff more than 12 consecutive months;
- (e) they do not return to work on the date specified following an approved leave of absence other than medical and cannot give a reasonable reason for their absence.

ARTICLE 12 - PROMOTION, TRANSFER & DEMOTION

12.1 Vacancies & New Positions

The Employer, when filling vacancies or new positions or offering transfers, will apply seniority, provided however that the employee who claims the right to exercise their seniority possesses the necessary qualifications, skill and ability to perform the job.

12.2 Transfers

- (a) Transfers offered by the Employer from one department to another will take place only with the consent of the employee.
- (b) Transfers from one department to another cannot take place unless there is a vacancy or a new position has been created, and no employee will be laid off because of such transfer.

12.3 Trial Period

- (a) Any employee who fills a vacancy, new position, or transfer appointment by the Employer, shall be on a trial period for up to 30 days. During this trial period, the employee must demonstrate that they

can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.

(b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should they decide during the trial period that he/she does not want to continue in the job, then the employee will be returned to their former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence, to move back into their job positions and wage rates, which they previously occupied.

12.4 Job Posting

All vacancies and new positions within the bargaining unit will be posted on the bulletin board in each department for at least five consecutive workdays. A copy of all postings will be immediately forwarded to the President of the Union or their designate, as well as to all staff via commonly used electronic platforms.

12.5 Form of Posting

The standard form to be used for posting on the bulletin board shall specify the type of job vacancy, approximate hours of work, outline of work required, the approximate conditions to which the employee will be exposed, and shall state that all jobs are open to male or female employees.

12.6 Temporary Appointments

- (a) All postings will be filled or reposted within 10 days of initial posting.
- (b) Provided the Employer selects the senior employee who possesses the necessary qualifications, skill and ability to perform the job, vacancies and/or new positions will be filled on a temporary basis pending completion of the posting process in the following manner:
 - (1) from within the department where the vacancy and/or new position arose;
 - (2) from within other departments of the Employer's operation;
 - (3) or pursuant to Article 3.1(a).

ARTICLE 13 - LAYOFF AND RECALL PROCEDURE

13.1 Layoff

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off. No regular employee may be laid off while probationary or casual employees are retained to perform similar work which the regular employee possesses the necessary qualifications, skill and ability to perform.
- (b)
 - (1) Regular employees affected by a short-term layoff or reduction in hours may use their seniority to claim available work in any classification, the full duties of which they are immediately fully qualified to perform or in which they have previously satisfactorily performed. Notwithstanding the foregoing and except as provided in Article 13.5, no employee may bump any regular employee.
 - (2) Short-term layoff is defined as 90 days or less.
- (c) In the event of a layoff, the order of layoff within the affected classification and department shall be as follows:
 - Probationary employees, then Regular employees.

13.2 Recall

Employees shall be recalled in order of seniority provided those to be recalled possess the necessary qualifications, skill and ability to perform the work available.

13.3 Contact Point

An employee who has been laid off and wishes to be recalled must insure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting their recall rights.

13.4 Notice of Recall

- (a) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or fax. Any employee failing to report for duty within five calendar days from the time of such notification, shall be considered to have resigned without notice.
- (b) For employees who have responded pursuant to 13.4(a), and are gainfully employed elsewhere, upon request shall be granted an additional seven days to report to work for their first shift.
- (c) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall while they maintain such restriction.

13.5 Indefinite Layoff

In the event of a closure of a department or departments or an indefinite layoff, a regular employee with one or more years' service who is affected will be placed within other areas of the operation on the basis of their service seniority subject only to their possessing sufficient qualifications, skill and ability to satisfactorily perform the work in the alternate job after a period of on-the-job orientation under immediate supervision.

ARTICLE 14 - HOURS OF WORK, OVERTIME & SCHEDULING

14.1 Normal Straight-time Hours of Work

- (a) The normal straight-time hours of work assigned by the Employer shall conform with the following guidelines:
 - (1) not more than eight hours in any one day;
 - (2) not more than five working days in any seven day period;
 - (3) not more than 40 hours in any five working day period.
- (b) Any hours which the Employer requires an employee to work in excess of any of the above shall be paid at double-time the hourly rate.
- (c) Except in the case of an emergency, all employees shall have the right to refuse overtime without being subject to disciplinary action for refusing.

14.2 Split Shifts

Where split shifts are assigned by the Employer, they must conform with the following guidelines:

- (1) no shift of less than seven hours may be split; except for employees assigned to banquets who may have a split shift of six hours;
- (2) no shift may be split more than once;

- (3) no part of a split shift shall be less than two hours;
- (4) all split shifts must be worked within a 12 hour period.

A break of two hours shall constitute a split shift.

14.3 Shift Hours

All shifts assigned by the Employer at straight-time must be between four and eight hours in any one day.

14.4 Maximizing the Length of Shifts

While the Employer is entitled to schedule shifts of various lengths as provided for in this agreement, the Employer is obligated to first schedule the maximum number of eight-hour shifts before instituting shifts of fewer hours.

14.5 Assignment of Shifts by Seniority

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.

The Employer must offer and assign all available 40 hour shifts to the employees with the most seniority before implementing shifts of lesser hours.

If a more senior employee declines the 40 hour shift in favour of an available shorter shift, then the 40 hour shift shall again be reassigned on a seniority basis.

Where an employee is scheduled for less than eight hours in a day, the shift cannot be extended unless by consent of the employee.

In the exercise of its rights to schedule shifts in a manner which is consistent with the best interest 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.

14.6 Days Off

(a) All service employees shall receive two consecutive days off in each seven days, unless at the option of the employee, applied for in writing, they may choose to have days off, not necessarily consecutive. Employees may opt to have non-consecutive days off by providing the Employer with 14 days' notice in writing. Should the employee opt to return to have two consecutive days off in each seven days they shall advise the Employer with 14 days' notice in writing and the Employer shall grant the request.

(b) All other employees shall receive two days off in each seven days, but the days off need not be consecutive.

14.7 Time Worked on Sixth & Seventh Consecutive Days

Double-time shall be paid for all work performed on an employee's sixth and seventh consecutive days of employment.

14.8 Payment for Time in Lieu of Breaks

(a) Employees who are not provided with a rest period shall be compensated at 15 minutes extra straight-time pay for the loss of their rest period.

- (b) Employees who are not provided with a meal break shall be compensated at 30 minutes extra pay for the loss of their meal break.

14.9 Unpaid Meal Breaks

All employees working shifts of five to eight hours are entitled to an unpaid meal break between the third and fifth hour of work. Such meal breaks shall not be less than one-half hour nor more than one hour on the employees own time.

14.10 Rest Periods

- (a) All employees are entitled to rest periods in accordance with the following schedule:
- (1) 4 to less than 7 hours.....one 15-minute rest period
 - (2) 7 hours or moretwo 15-minute rest periods
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.

14.11 Work Start Time

Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this agreement.

14.12 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) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (d) An Employer will provide the steward with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.
- (e) By noon Wednesday of each workweek the Employer will establish and make available the complete schedule of anticipated coverage in each department for the period commencing midnight Saturday of that week and continuing forward to 11:59 p.m. Saturday one week later.

14.13 Changes in Work Schedules

- (a) In situations other than emergencies, the scheduled employees are entitled to 48 hours' notice of any change in their respective work schedules.

- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than 48 hours, but not less than 24 hours, when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule. Consideration shall also be given to employee preferences. The Employer is not obligated to accommodate the preference.
- (e) Employees who report to work as scheduled shall be paid for the shift in the event that the shift is cancelled.
- (f) (1) Employees may exchange shifts with prior authorization of the Employer and the Employer shall not unreasonably withhold authorization.
- (2) There shall be no increased cost to the Employer should employees exchange shifts with the Employer's authorization.
- (3) Once the Employer has authorized the exchange of shifts there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

ARTICLE 15 - EMPLOYEE TRAINING

15.1 Work Experience Programmes

It is agreed that in the event the Employer institutes a work experience programme the Employer must first receive permission from the Union in each and every instance. This programme shall not exceed 45 days. Failure on the part of the Employer to receive such permission from the Union there shall be no work experience programme.

15.2 Liquor Control Legislation and Regulation Instruction for New Employees

All newly hired employees who will be involved in the sale or handling of liquor, will be provided with instruction to acquaint them with the relevant provisions of the liquor control legislation and regulations and the importance of complying with those regulations.

15.3 New Employee Training

The Employer shall ensure that new employees are provided sufficient training so that service standards and policies may be uniformly understood and applied.

ARTICLE 16 - UNIFORMS AND CLOTHING

16.1 Proper Dress

In consideration of the endeavour to improve the standards of the hospitality industry, it is agreed that a proper uniform mode of dress shall be adopted; i.e. black trousers or skirts, white shirts or blouses and uniform tie. This dress and the cleaning thereof will be the responsibility of the employee.

16.2 Unconventional Mode of Dress

Where an unconventional mode of dress or uniform is required by management, it is agreed the dress or uniform shall not be such as to cause discomfort, ridicule or embarrassment to the employee.

16.3 Special Uniforms

If any special uniform shall be required, it is agreed that the Employer shall supply same and be responsible for the cleaning thereof. All uniforms or special articles of wearing apparel worn by the employee while on duty shall be supplied and laundered by the Employer free of cost to the employee. All uniforms or special articles of wearing apparel worn by the employee while on duty shall be supplied, laundered, repaired and replaced by the Employer when worn out, free of cost to the employee.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

The following have been designated as paid holidays:

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

17.2 Eligibility for Holiday Pay

To be eligible to receive pay for a holiday, an employee must be employed for at least 30 calendar days immediately prior to the holiday and worked or earned wages for 10 of the 30 calendar days preceding the holiday.

17.3 Holiday Pay

Employees who are eligible for holiday pay will receive a normal day's pay for the holiday, whether or not they are scheduled to work on the holiday.

17.4 Calculation of Holiday Pay

For purposes of this article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the 30-day period immediately preceding the holiday, divided by the number of days worked in that 30-day period, to establish the hours to be paid for the holiday. In the case of the calculation of a normal day's pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days. The impact of annual vacation on this calculation shall be as per the *Employment Standards Act*.

17.5 Premium for Work on Holiday

An employee who is scheduled by the Employer to work on a holiday, shall be paid one and one-half times their normal wage rate for any hours so worked in addition to the entitlement under Clause 17.2.

17.6 Premium for Additional Hours on Holiday

An employee who works more than their regularly scheduled hours shall be paid double-time and one-half for all such additional hours worked.

17.7 Normal Schedule Must Prevail

In a week where a paid holiday occurs the employee's normally scheduled workweek must prevail.

ARTICLE 18 - ANNUAL VACATION**18.1 Employees With Less Than One Year's Service**

- (a) Employees with less than one year of completed service, will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Such employees will receive any annual vacation pay to which they are entitled with their regular paycheques for each pay period or at the employee's option may accumulate vacation pay until the end of the calendar year.

18.2 Annual Vacations and Pay Entitlements

- (a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 18 years	4 weeks	8%
18 years or more	5 weeks	10%

- (b) "*Consecutive years*" as used herein, shall be understood to mean consecutive years of service with the same establishment.
- (c) Annual vacation pay shall be calculated using the applicable percentage(s) from (a) above, as a percentage of the employee's gross earnings for the preceding year, or since their last full payout.
- (d) "*Gross earning*" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight-time, overtime, vacation pay and statutory holiday pay.
- (e) For the purpose of calculating vacation time pursuant to 18.2(a), the higher time shall be used for any vacation period taken during the qualifying anniversary year. An employee who terminates prior to actually reaching their qualifying anniversary date shall have any over payment deducted from their final pay.

18.3 Prime Time

Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take up to four weeks of their vacation entitlement during the period May 1st to September 30th inclusive, which shall be defined as the prime-time vacation period.

18.4 Seniority Preference in Scheduling

Employees shall have preference in respect to annual vacations, within their department and classification, according to seniority with a minimum of one employee in any classification having the right to schedule their vacation at any time. Where an employee chooses to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

18.5 Circulation of Vacation Preference Form

- (a) Vacation preference forms will be circulated by the Employer by April 1st of each year and vacation schedules posted by May 1st of each year.
- (b) Provided that the Employer circulates vacation preference forms on time, an employee who does not exercise their seniority rights by April 15th shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation requests received after April 15th in any year shall be approved in accordance with this article within 30 days of receipt of the request.
- (d) A vacation period, once scheduled, will not be cancelled without the consent of the employee.

18.6 Vacation Pay on Termination

An employee who terminates their employment for any reason shall be compensated their full vacation pay as provided in Article 18.2.

18.7 Vacation Pay on Notice

- (a) An employee shall be provided with their full vacation pay on the last payday preceding their scheduled vacation. Vacation pay shall be accompanied by a complete statement outlining the basis upon which the vacation pay was calculated.
- (b) Employees who choose to split their vacation entitlement shall be entitled to receive an advance of up to one-half of their vacation pay accumulated to date of request. This advance if requested, shall be made available on the payday preceding the first vacation period scheduled in any year provided it was requested two weeks in advance of that payday.

18.8 Vacation Pay on a Separate Cheque

The Employer agrees to issue an employee's vacation pay on a separate cheque if requested in writing, seven days prior to the end of the pay period.

ARTICLE 19 - ILLNESS AND INJURY**19.1 Return to Work Following Illness or Injury**

In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the workers' compensation benefits, the employee is entitled to reinstatement in their former position within 48 hours, with all rights and conditions which they formerly enjoyed, according to the terms of the agreement which is in effect at the time of their return, subject to the further conditions which follow.

19.2 Certification of Fitness

Prior to reinstating the employee, and where reasonable to do so in the circumstances, the Employer is entitled to require documentation, at the Employer's expense if the cost is not borne by the Health Care Plan, from a physician or from the Workers' Compensation Board, certifying that the employee is medically able to resume the performance of the duties.

19.3 Delay on Prolonged Illness or Injury

In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, the Employer shall have a maximum of 72 hours in which to adjust the work schedule to accommodate the returning employee.

ARTICLE 20 - UNION AND OTHER LEAVE

20.1 Leave to Hold Union Office

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a union office for a period of up to and including three years.
- (b) A request for such approved leave must be given to the Employer by the Union, in writing, on union letterhead and signed by the President of the Union. A request for leave under this clause may be denied until such time as the Employer has had 30 days' advance notice.
- (c) An employee who obtains such a leave of absence shall return to their employment within 30 calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

20.2 Leave for Union Business

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay and without loss of seniority in accordance with Article 11.5 to:
 - (1) elected or appointed representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) employees called by the Union to appear as witnesses.
- (b) In exercising its rights under 20.2(a) the Union will take into consideration the availability of replacement staff. Leave for one employee per department for three departments shall be granted without question by the Employer.
- (c) In the event the Union fails to provide the Employer with at least 10 days' notice prior to the commencement of the leave under 20.2(a) and there are no staff available to replace the employee for whom leave is requested, then the Employer may deny the leave until proper notice is given.
- (d) To facilitate the administration of this clause, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of

absence under this clause shall include sufficient travel time. It is understood that employees on leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence.

20.3 Bereavement Leave

(a) A regular employee will be granted three working days off without loss of pay in the event of the death of a member of their immediate family. If an employee is travelling out of province, they shall be provided with an additional two days of unpaid leave of absence if requested by the employee.

(b) "*Immediate family*" shall be understood to include the employee's mother, father, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, same-sex spouse, stepchildren, stepparents, grandchildren and grandparents.

(c) For purposes of this article, "*spouse*" shall be defined to include a common-law spouse with whom the employee is currently and has co-habited for a minimum of one year.

20.4 Jury and Witness Duty

Employees who serve on a jury or as a subpoenaed witness shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received an employee shall continue to receive their full wages for such period of time. To be eligible for this clause the employee must have completed the probationary period.

20.5 Leave for Election

The Employer shall grant, on written request, leave of absence without pay and without loss of seniority for employees to seek election in a municipal (or equivalent), provincial, federal, First Nations or other Indigenous election for a maximum period of 90 days.

20.6 Election Days

No wages shall be deducted for time lost on election days. The employees' regular work schedule will prevail for federal and provincial elections.

20.7 Time Off to Vote

An employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot without loss of pay.

20.8 Unpaid Leave of Absence

Leaves of absence other than those specifically provided for in this agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leave shall not be unreasonably denied.

ARTICLE 21 - BIRTH PARENT AND PARENTAL LEAVE

21.1 Eligibility and Notification

(a) An employee shall be eligible for unpaid leave(s) of absence from employment subject to the conditions in this article.

- (b) An employee who intends to take leave(s) of absence under this article shall give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave(s) intended to be taken.
- (c) An employee who wishes to change the effective date of approved leave(s) shall give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

21.2 Birth Parent Leave

- (a) For purposes of this article, "*birth parent*" means an employee who is or was pregnant and who may or does give birth to a child from that pregnancy.
- (b) An employee shall be granted birth parent leave as requested for a period not longer than 17 consecutive weeks.
- (c) The period of birth parent leave shall commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (d) Upon the request of the employee, the Employer shall modify the commencement of birth parent leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a birth parent leave where the duties of the employee cannot reasonably be performed because of the pregnancy, and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practicable, the Employer shall provide the employee with the opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Upon the request of the employee, birth parent leave shall be extended for up to an additional six weeks for health reasons where a qualified medical practitioner's certificate is presented.

21.3 Parental Leave

- (a) An employee shall be granted leave of absence following the birth or adoption of the employee's child. The employee shall furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, an employee shall be granted parental leave as requested, within the following parameters:
 - (1) in the case of a parent who takes birth parent leave, up to 61 consecutive weeks commencing within the 78-week period following the birth of the child,
 - (2) in the case of a parent, other than an adopting parent, who does not take birth parent leave, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child, or
 - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee shall be entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.4 Leave without Pay

All leave taken under Article 21 (Birth Parent and Parental Leave) is leave without pay.

21.5 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clause 21.2 (Birth Parent Leave) and 21.3 (Parental Leave) in respect of the birth or adoption of any one child shall not exceed 78 weeks, except as provided under Clauses 21.2(f) and 21.3(c).

21.6 Return from Leave

- (a) On return from leave, an employee shall be placed in their former position.
- (b) Vacation entitlement shall continue to accrue while an employee is on leave pursuant to Clause 21.2 (Birth Parent Leave) or 21.3 (Parental Leave).
- (c) Vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.2 (Birth Parent Leave) or 21.3 (Parental Leave) providing the employee returns to work for a period of not less than six months.

21.7 Benefit Plan

If an employee maintains coverage for benefit plans while on birth parent or parental leave, then the Employer shall pay the Employer's share of these premiums.

21.8 Seniority Rights on Return to Work

An employee who returns to work after the expiration of the birth parent and/or parental leave shall retain the seniority they had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**22.1 Statutory Compliance**

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

22.2 Unsafe Work

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation.
- (b) An employee shall not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulation and Part 3, Division 6 of the *Workers Compensation Act* for exercising their right to refuse to do unsafe work.

22.3 Injury Pay Provision

Subject to other coverage, an employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury or illness, shall receive payment for the remainder of their shift.

22.4 Transportation of Accident Victims

Subject to other coverage, transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, or current local accommodation, whichever is more appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

22.5 Safety Footwear or Safety Devices

- (a) The Employer shall supply protective clothing, supplies and tools as required by WorkSafeBC at no cost to the employee. The Employer shall maintain and replace such clothing, supplies and tools as required at no cost to the employee.
- (b) The Employer shall provide an emergency panic button behind the front desk and mobile emergency panic buttons to employees who work the front desk overnight and who may have to leave the front desk in conduct of their duties. The Employer shall also provide mobile emergency panic buttons to employees who work overnight and whose duties may take them outside the building.

22.6 Working Environment

- (a) The Employer shall provide and maintain a safe and clean working environment.
- (b) The Employer shall provide health and safety orientation before a new or young worker carries out their first shift.
- (c) The Employer shall provide health and safety orientation or in-service that is necessary for the safe performance of work. The Employer shall also make readily available to employees information, manuals and procedures for these purposes.
- (d) In accordance with Section 5 of the *Occupational Health and Safety Regulation*, the Employer shall establish a joint process for determining the content and provision of all training related to the WHMIS Requirements.
- (e) The Employer shall use environmentally friendly products in its operations wherever practicable.

22.7 Joint Occupational Health and Safety Committee

- (a) Each worksite shall have a Joint Occupational Health and Safety Committee and membership shall be as follows:
 - (1) a minimum of two worker representatives appointed by the Union and two employer representatives appointed by the Employer. In no case shall the Employer's members outnumber those of the Union. Worker representative alternates may also be appointed to the Committee by the Union and any such appointee(s) shall be afforded the same rights and responsibilities as a regular member of the Committee.
 - (2) a worker co-chair shall be elected by and from the worker representatives of the Committee and the employer co-chair shall be appointed by the Employer.
- (b) The Committee shall carry out, without limitation, all the functions and duties as per Part 3, Division 4, Section 130 of the *Workers Compensation Act*.
- (c) The Committee shall meet at least once per month or at the call of either party or co-chair to make recommendations on hazardous, dangerous or unsafe conditions including workload.

- (d) Worker representatives on the Committee shall:
- (1) not suffer any loss of pay for the time spent to attend a committee meeting or for carrying out any functions or duties as members of the Committee in accordance with the *Workers Compensation Act*. Where the meeting is held or functions or duties performed outside the committee members' regular working hours, committee members shall receive straight-time pay; and
 - (2) be released from their regular duties to attend committee meetings and perform related duties and functions as set out in Section 130 of the *Workers Compensation Act*. The Employer shall reassign the work that otherwise would have been performed by the worker representative. This may include backfilling the employee for all or part of their time spent away from their work duties.
- (e) All minutes of the Committee shall be recorded in a mutually agreed format and copies shall be forwarded to the worker representatives on the Committee and the Union President or their designate.
- (f) Each worker representative shall be entitled to a minimum of eight hours of annual Employer paid leave to attend occupational health and safety training courses. The Committee is encouraged to determine the appropriate courses. Where the training is held outside the committee members' regular working hours, committee members shall receive straight-time pay.
- (g) Where a worker representative is appointed to serve on the Committee for the first time, the Employer shall provide that representative with one day of paid education leave, during the first six months in which they serve on the Committee for the purposes of attending committee orientation training courses conducted or designated by the Union.
- (h) The Employer shall implement and make known to all employees a program to reduce risk of occupational injury or illness. Policies and procedures relating to this program shall include, but not be limited to:
- (1) emergency protocols, including an emergency communications process;
 - (2) a workplace violence/threat and critical incident debrief protocol; and
 - (3) a procedure for personal safety for those employees assigned to transport night deposits or other valuables. The program shall be prepared and recommended by the Committee for implementation by the Employer.

22.8 Investigation of Incidents

- (a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10 (Accident Reporting and Investigation), all serious accidents/incidents or potentially serious near misses shall be jointly investigated by at least one worker representative and one employer representative.

The designated worker representative shall be released from their regular duties to participate in the investigation. The Employer shall reassign the work that would have otherwise been performed by the worker representative for the duration of the investigation. This may include replacement of the employee. Where the investigation is scheduled outside the worker representative's regular hours, they shall be paid at the applicable rate of pay.

- (b) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident/incident under investigation.

(c) In the event of a fatality the Employer shall immediately notify the Union President or their designate of the nature and circumstances of the accident/incident and arrange as soon as possible for an investigation pursuant to (a) above. Time spent in accident/incident investigation shall be considered time worked based on the employee's classification in effect at the time of the investigation. Applicable overtime rates shall also be paid.

22.9 First Aid Attendant

(a) Whenever the provisions of the *Occupational Health and Safety Regulation* of the *Workers Compensation Act* require a first aid attendant to be present at the worksite, such attendant role shall be offered to a bargaining unit member in addition to their regular duties. Accepting an offer to act as first aid attendant shall be voluntary.

(b) Where an employee agrees to perform first aid duties in addition to their regular duties, the cost of obtaining and renewing the appropriate occupational first aid certificate(s) shall be borne by the Employer, and leave with pay shall be granted to the employee to take the necessary courses.

ARTICLE 23 - TECHNOLOGICAL CHANGE

The procedures to be followed by the Employer and the Union concerning technological change shall be in accordance with the *Labour Relations Code*, Section 54 - Adjustment Plan.

ARTICLE 24 - SEVERANCE PAY AND CASHOUT

24.1 Severance Pay

(a) All employees, upon termination, shall receive 12 hours' pay for each year of continuous service in the establishment except an employee who has their employment terminated for just cause.

(b) Employees who qualify under this clause must be employed and work a minimum of 1,820 hours per year to qualify for 12 hours' pay. Employees working less hours, unless absent under conditions where they continue to accrue seniority, will receive pro rata severance pay for the year based on the actual hours worked as a percentage of 1,820 hours.

24.2 Cash Out in the Event of Sale

In the event a hotel is sold or transferred, all employees shall be paid severance pay up to the date of such sale by the outgoing owner or lessee. After payment has been made continuous service for the purpose of severance pay commences anew starting from date of each sale. No duplication or pyramiding of payments is intended nor shall acceptance of severance in accordance with this article constitute a break in seniority.

24.3 Severance Pay Claim

Should a claim for severance pay not be made within 30 calendar days following the date of termination, the entitlement to severance pay shall be forfeited.

ARTICLE 25 - FRINGE BENEFITS

25.1 Contribution

(a) Effective July 1, 2020 the Employer will pay to the Union \$1.43 for each hour worked by an employee covered by this agreement for health and welfare benefits. This increase is specifically for

adding an employee assistance plan (EAP) and orthodontic coverage and increasing the reimbursement for eye exams from \$65 to \$95.

(b) Effective January 1, 2021, the Employer will pay to the Union \$1.53 for each hour worked by an employee covered under this agreement for health and welfare benefits.

(c) Effective January 1, 2022, the Employer will pay to the Union \$1.63 for each hour worked by an employee covered under this agreement for health and welfare benefits.

25.2 Payment of Contributions

The Employer agrees to forward all monies payable by them in respect of fringe benefits, on or before the 10th day of the month following the actual performance of work and shall forward said contributions to the Union in respect to health and welfare.

25.3 Employer Statement

The Employer also agrees to remit the contributions together with a monthly statement setting out the names of the employees in respect of which said payments are made, together with the hours of work credits or amounts paid in respect of employees.

25.4 Failure to Remit

(a) In the event an employer fails to remit contributions to these plans in conformity with this agreement, the Employer shall, upon notice, if in default more than 10 days, pay the monies due thereunder and in addition thereto, pay these plans a penalty in the amount of \$50. The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

(b) In addition to the penalty provided in 25.6(a) and, notwithstanding Article 9.6 of this agreement, an Employer who fails to remit contributions as provided in this agreement shall bear the full cost of any arbitration proceeding required to enforce a claim including the Union's witness and counsel costs and expenses to a maximum of \$1,000.

25.5 Investigation of the Employer's Payroll Records

(a) The Employer shall allow the properly authorized representative of the Union reasonable access to investigate their time book, to ensure that the proper contributions are being remitted pursuant to Article 25 of this agreement.

(b) In the event that the Union intends to investigate the Employer's time book, the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

ARTICLE 26 - ROOM ATTENDANT WORKLOAD

Where a room attendant presents a grievance to the Union on any matter pertaining to workload or content, the Employer of the individual hotel where the grievance arose will meet with the Union to review and finalize the grievance setting out workload and content for their hotel only.

ARTICLE 27 - PAYMENT OF WAGES

27.1 Equal Pay

The parties subscribe to the principle of equal pay for work of equal value. The Employer shall not discriminate between employees of any sex or gender identity or expression by employing a person of

one sex or gender identity or expression for any work at a rate of pay that is less than the rate of pay at which a person of another sex or gender identity or expression is employed for similar or substantially similar work.

27.2 Wage Rates

The wage rates provided in the attached applicable appendix shall cover the job description and classification of labour within the jurisdiction of the Union and shall remain in effect throughout the specified or extended term of this agreement.

27.3 Payment of Wages Upon Termination, Layoff or Resignation

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six calendar days of the date of their resignation.
- (b) When an employee is laid off or their services are terminated, the Employer shall pay all wages owing to them within 48 hours, exclusive of Saturdays, Sundays, or holidays.
- (c) When an employee is laid off, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff.

27.4 Combined Classifications

Where an employee occupies a position which combines two or more classifications of work they shall be paid at the rate of the highest classification provided they work in such higher classification for four or more hours during any particular shift. But the hotel may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such employees in a higher classification would normally be hired according to the usages of the trade. If the employee works at the higher classification for less than four hours they shall then be paid the higher rates for the actual amount of time accordingly.

27.5 Gratuity Distribution

- (a) Net gratuities paid either by cash or credit card shall be turned over to the members of the bargaining unit who provided the service for division by them in a manner determined by them after consultation with local management.
- (b) All gratuities received by the Employer in any manner other than as outlined in 27.5(a) shall, upon receipt by the Employer, be distributed to the members of the bargaining unit who provided the service in a manner determined by them after consultation with local management.
- (c) The Employer agrees not to take any action to deter a customer from paying a gratuity. In accordance with the foregoing, invoices or bills will show an appropriate space for payment of a gratuity.
- (d) In the event of any dispute under this article, the Employer will make available for inspection by the Union any original documentation required to conclusively establish the full particulars of gratuities received.
- (e) Nothing in this article shall be construed as prohibiting members of the bargaining unit from agreeing to include in gratuity distribution non-members of the bargaining unit who are directly involved in the provision of the service and have historically received a portion of gratuities.

27.6 Shift Differential

A shift differential of 50¢ per hour shall be paid for all hours worked on scheduled shifts that start between 10:00 p.m. and 12:00 a.m. This shift differential shall be paid, but not included within the formula for overtime as noted in Clause 14.1(b).

27.7 Employee Time and Pay Records

Upon advance written request, the Employer shall provide an employee with access to that employee's time and pay records for the previous 12 months. A steward or other union representative may accompany the employee when they inspect the records. The Employer shall provide the employee with copies of any such record as they may request.

ARTICLE 28 - JOB CLASSIFICATIONS

28.1 New Classifications

- (a) The Employer shall give the Union advance written notice of its establishment of a new classification, including the core duties if not self-evident in the name, and the proposed wage rate.
- (b) The new classification and wage rate presented to the Union shall become recognized and established unless the Union invokes its rights to object in accordance with (c) below within 30 days of receiving the notice.
- (c) Where the Union objects, such objection shall be in writing and shall include specific details of its objection(s), which shall be limited to whether:
 - (1) the proposed classification properly constitutes a new classification, or substantively replicates an existing classification and is therefore improper; and
 - (2) the job is properly remunerated in relation to the existing wage schedule.
- (d) If the parties are unable to agree on any of the matters listed in (c) above within 10 days of the Union indicating its objection(s) or such other period as the parties may agree, then the Employer may implement the classification and wage rate.
- (e) The Union may then refer the matter within 30 days to an arbitrator agreed to by the parties who shall determine the resolution of the disputed matter(s) under (c) above.

ARTICLE 29 - HUMAN RIGHTS, HARASSMENT AND BULLYING

29.1 Human Rights

The parties subscribe to the principles of the *Human Rights Code* of BC.

29.2 Harassment in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*harassment*"), and the Employer shall take such actions as are necessary respecting a person engaging in harassment in the workplace.

29.3 Personal and Psychological Harassment Definition

- (a) Personal and psychological harassment means objectionable conduct – either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
 - (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or

(2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age; or

(3) is seriously inappropriate and serves no legitimate work-related purpose.

(b) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

29.4 Sexual Harassment Definition

(a) Sexual harassment includes sexually oriented verbal or physical behaviour that an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances, and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) disturbance or display of offensive pictures or materials;
- (8) unwanted questions or comments of a sexual nature; or
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour

- (1) may be repeated or persistent or may be a single serious incident, and
- (2) need not be accompanied by an expressed or implied threat of reprisal or promise of reward.

(c) Sexual harassment refers to behaviour initiated by and towards people of any sex or gender identity or expression.

29.5 Harassment Complaints

(a) Both the complainant, and the respondent (if they are a member of the Union), have the right to union representation.

(b) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, then the complaint is resolved.

29.6 Bullying in the Workplace

(a) The Employer and the Union support the rights of all people to work in an environment free from bullying. Everyone shall adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

(b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) intimidates, shows hostility, threatens and offends others; or
- (2) interferes with a worker's performance; or

- (3) otherwise adversely affects others.

ARTICLE 30 - DURATION OF AGREEMENT

30.1 Duration

- (a) This agreement shall be binding and remain in force and effect from July 1, 2018 to June 30, 2023. Thereafter, the agreement shall continue in full force and effect subject to the right of either party to serve notice to commence bargaining as provided for in the *Labour Relations Code*.
- (b) All notices on behalf of the Union shall be given by the President of the Union or appointed designate. Similar notices on behalf of the Employer shall be given by the Director of the Association.

30.2 Change in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

30.3 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

30.4 Sections 50(2) and 50(3) Excluded

The operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia is hereby excluded.

30.5 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect on the date of signing.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Kevin Woolliams
On Behalf of Hospitality Industrial Relations

Aruna Singh
Bargaining Committee Member
Best Western Plus Burnaby Hotel

Nicholas Salyn
Bargaining Committee Member
Crest Hotel

Kelly Biln
Bargaining Committee Member
Best Western Plus Burnaby Hotel

Daniel Colussi
Bargaining Committee Member
Crest Hotel

Ryan Stewart
Staff Representative

Dated this _____ day of _____, 20_____.

**APPENDIX A
Bargaining Units**

Pursuant to Article 2, this appendix forms part of this collective agreement.

- | | |
|--|---|
| 1. BEST WESTERN PLUS BURNABY HOTEL
Bargaining Unit: | Burnaby, BC
"employees at Best Western Plus Burnaby Hotel,
5411 Kingsway, Burnaby, BC, except office staff" |
| Certified: | November 26, 1985 |
| <hr/> | |
| 2. CREST HOTEL
Bargaining Unit: | Prince Rupert, BC
"employees at the Crest Hotel,
222 - 1 st Avenue, Prince Rupert, BC" |
| Certified: | January 28, 1987 |
| <hr/> | |

**APPENDIX B
Wages**

Minimum Probationary Wage

Where probationary employee pay calculated pursuant to Clause 11.2(b) would be less than shown below, the rate below shall be the minimum probationary wage:

Time Period	Rate - General	Rate - Liquor Servers
Date of Ratification to May 31, 2020	\$14.11	\$12.94
June 1, 2020 to May 31, 2021	\$14.88	\$14.21
June 1, 2021 to May 31, 2022	\$15.49	\$15.49
June 1, 2022 and after	Greater of \$15.49, or BC minimum wage + 1.9%	Greater of \$15.49, or BC minimum wage for liquor servers + 1.9%

The following are the rates of pay for the classifications listed below:

BEST WESTERN PLUS BURNABY HOTEL - Burnaby, BC

Wage Grid (Best Western Plus Burnaby Hotel)

Position	Current	Date of Ratification	May 1, 2021	May 1, 2022	November 1, 2022
Reservations/Desk Clerk	18.19	20.00	20.50	21.10	21.70
Night Auditor	17.31	19.15	19.65	20.20	20.80
Housekeeper	18.05	19.55	20.00	20.40	20.80
Room Attendant	16.29	18.10	18.60	19.10	19.70
Laundry Attendant	16.29	18.10	18.60	19.10	19.70
Janitor	17.15	19.00	19.40	19.80	20.20
Maintenance Supervisor	20.50	22.00	22.40	22.80	23.20
Maintenance Worker	17.37	19.35	19.85	20.35	20.85
Food & Beverage Server	14.56	16.25	16.75	17.05	17.45
Food & Beverage Support	16.48	17.50	17.75	18.05	18.45
Mixologist	17.40	17.50	17.60	17.70	17.80

CREST HOTEL - Prince Rupert, BC

Wage Grid (Crest Hotel)

Position	Current	Date of Ratification	May 1, 2021	May 1, 2022	November 1, 2022
Bartender	15.78	16.58	16.98	17.18	17.48
Server	13.77	14.57	15.49	15.60	15.70
Busperson	13.85	14.88	15.49	15.60	15.70
Server	13.78	14.57	15.49	15.60	15.70
Banquet Server	13.78	14.57	15.49	15.60	15.70
Busperson	13.85	14.88	15.49	15.60	15.70
1 st Cook	19.05	20.25	20.65	20.95	21.25
2 nd Cook	17.05	18.25	18.65	18.95	19.25
Cook	16.05	17.25	17.65	17.95	18.25
Dishwasher	14.35	15.55	15.95	16.25	16.55
Front Desk Agent	16.17	17.67	18.07	18.47	18.77
Auditor	16.97	18.47	18.87	19.27	19.57
Housekeeper	14.82	16.32	16.72	17.12	17.42
Laundry Attendant	14.82	16.32	16.72	17.12	17.42
Janitor	14.92	16.42	16.82	17.22	17.52
Maintenance	18.30	19.80	20.20	20.60	20.90
Bellperson	13.85	14.88	15.49	15.65	15.80

The following employees in the Lounge Server position are grand-parented at the rate of \$15.14 until May 1, 2021 when this rate is exceeded by the regular Lounge Server rate. Effective May 1, 2021, the employees shall be paid at the regular Lounge Server rate.

Trevor Denton
Bonnie Corey
Kyla Trask

Provided that a grand-parented employee has worked 1500 hours or more in 2019 they shall receive a lump sum payment of \$300 on the date of ratification.

Provided that a grand-parented employee has worked 1500 hours or more in 2020 they shall receive a lump sum payment of \$300 on the first pay period in 2021.

**MEMORANDUM OF UNDERSTANDING #1
Domestic and Sexual Violence**

The parties recognize domestic and sexual violence as a serious issue facing employees and support its eradication. The parties, managers and employees all have a positive role to play in the prevention and elimination of domestic and sexual violence, and in supporting victims.

The Employer will continue to be open to working with employees who have experienced domestic or sexual violence to find personalized options and solutions to help those employees. Further, the parties encourage employees to become familiar with *Employment Standards Act* provisions regarding leave for domestic or sexual violence and to access this leave if required.

LETTER OF UNDERSTANDING #1
Commission Sales - Crest

This letter of understanding is entered into by the above-noted parties respecting the Crest Hotel.

It is agreed that should the practice of selling items other than those considered as staples continue at the Crest Hotel, the practice of compensating sellers a 10% commission on those other items will continue.

For the purpose of this letter, staples shall include such things as newspapers, toilet articles, cigarettes, confectionary items and promotional material such as caps and t-shirts.

LETTER OF UNDERSTANDING #2
Payment of Legislated Courses

The Employer agrees to reimburse each employee 50% of the costs incurred in the instance where legislation is enacted requiring employees to take courses necessary to perform the duties for a specific classification. Further, completion of a course may be made a condition of employment for new hires.

LETTER OF UNDERSTANDING #3
Optional Hours of Work

Notwithstanding the provisions of Article 14, the parties have agreed that in an attempt to provide additional hours of work to employees working less than 40 hours per week, the following arrangement will be in force for the duration of the collective agreement. Employees who would otherwise work less than 40 hours in a five day scheduled workweek may request additional straight-time hours of work on the sixth day in the scheduled workweek at straight-time. Employee's requests shall be made in writing and placed in the employee's file. Such an employee may decline the additional hours without affecting his or her rights under this agreement. All shifts must be offered in order of seniority.

Such additional hours shall only be offered after the provisions of Articles 14.4 and 14.5 have been satisfied within each Classification and the total hours do not exceed 40 hours.

LETTER OF UNDERSTANDING #4
Housekeeping - Best Western Plus Burnaby Hotel

Notwithstanding the provisions of Article 18.4, a minimum of two housekeeping staff will have the right to schedule their vacation at any time.

It is understood that notwithstanding Article 18.03, the employees will only be allowed a maximum of three weeks' vacation during the period May 1 to September 30 inclusive.

LETTER OF UNDERSTANDING #5
Room Attendant Workload - Best Western Plus Burnaby Hotel

Due to the unique layout of the Best Western Plus Burnaby Hotel and the additional work created by the existence of kitchenette rooms and long-term rentals (LTS Rooms) at this property, room attendant's workloads will be assigned as follows:

A maximum of 15 rooms per eight-hour shift.

Fourteen if three kitchenettes or more.

Upon manager approval, a used kitchenette, upon check out, shall be counted as two rooms.

Room Attendant workloads will be a standing agenda item at Joint Labour Management meetings.