

INDEX LOCAL 9705

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ARTICLE 1

INTRODUCTION

1.01 PURPOSE

- (a) The purpose of this agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this agreement, so that stable and harmonious relationships may be established and maintained between the employer and the union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 20 of this agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the employer's business, and to enhance the living standards and working conditions of the employees.

1.02 GENDER REFERENCES

All articles and clauses referred to in this agreement apply equally to both male and female employees.

ARTICLE 2

DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This agreement shall be for the period from and including May 1st, 2015 to and including April 30th, 2020. Thereafter the agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the parties for the renewal of this agreement, the present agreement shall continue in full force and effect until:
 - i) the union commences a legal strike; or
 - ii) the employer commences a legal lockout; or
 - iii) the parties enter into a new or further agreement.
- (c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this agreement.
- (d) Notice to commence collective bargaining must be in written form.

2.02 LABOUR RELATIONS CODE - SECTION 50(2)

The operation of Section 50 (2) of the Labour Relations Code of British Columbia is hereby excluded.

2.03 STRIKES AND LOCKOUTS

The Union agrees during the term of this agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The employer agrees that during the term of this agreement there will be no lockout.

2.04 CONTRACTED SERVICES

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.

2.05 EXTENT

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.
- (b) In the event that existing federal or provincial legislation makes invalid any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement. The employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

ARTICLE 3 UNION RECOGNITION

3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

- (a) The employer recognizes the union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Industrial Relations Council of BC with the exception of the Head Chef and Front Office Manager.

- b) For purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the employer for whom the union is the recognized bargaining agent in (a) above.

3.02 REFUSAL TO WORK WITH NON-UNION EMPLOYEES AND RECOGNITION OF LEGAL PICKET LINES

- a) Refusal on the part of union members to work with non-union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the union office.
- b) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this article, a "legal picket line" shall mean only those picket lines expressly permitted under Sections 65(1) and (2) of the Labour Relations code.
- c) The union agrees whenever practicable to give the employer advance notice of the probable implementation of picket lines which might affect the employer's operation.

3.03 PERFORMANCE OF 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 purposes of instruction, experimentation, or management training, in which cases, no employee in the bargaining unit shall be displaced or replaced except when regular employees are not available.
- (b) Notwithstanding (a) above, this does not preclude management or supervisory personnel from performing bargaining unit work on an emergency basis. An emergency is defined as a situation which is beyond the control of the Employer - a short term circumstance which is not possible to predict.
- (c) In the event it is proven or the Company admits or through the grievance and arbitration process the Company violates Article 3.03 (a), the Company shall pay to the Employee an amount equal to the hourly rate of the employee who would normally have performed such work for the period of the violation (minimum (1) one hour).

3.04 NO DISCRIMINATION/HARASSMENT

- a) Neither the Union nor the Employer in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotions, transfer,

layoff, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status, or for union activity.

- b) The Union and the Employer recognize the right of employees to be treated fairly in an environment free of personal and sexual harassment. The Employer shall make every reasonable effort to ensure that no person in his employ engages in harassment, or is harassed, in the workplace. The Parties agree that substantiated cases of harassment may be cause for discipline up to and including dismissal.
- c) "Sexual Harassment" means any conduct, comment, gesture or contact of a sexual nature:
 - that is likely to cause offense or humiliation to any employee;
or
 - that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

3.05 UNION BUTTONS

The parties agree that all union employees are entitled to wear a union button while on duty, provided that the manner in which the button is worn shall not detract from the style of the uniform or costume normally worn by the employee.

3.06 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS

- (a) The employer undertakes, wherever possible and practical, to use services, products and other materials necessary to the proper functioning of the hotel, which are manufactured, provided or produced under fair labour conditions.
- (b) The Employer agrees that should the third floor be completed or any major construction implemented, bidding will be open to both union and non-union contractors and companies. Any decision in this regard shall be based on the overall competitiveness, quality of work and required scheduling.

3.07 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS

- (a) The employer shall allow the properly authorized representative of the union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced. The employer is entitled to require an individual to substantiate that he is an authorized representative of the union.

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

(c) Access will not be unreasonably denied by the employer.

(d) 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.

ARTICLE 4 UNION SECURITY

4.01 MEMBERSHIP

(a) The Employer agrees that all full-time regular, part-time regular and casual employees covered under this Agreement, as a condition of employment shall, within thirty (30) days from the effective date of hire, become and remain members of the Union.

(b) The Employer further agrees that all new full-time regular, part-time regular and casual employees hired subsequent to the effective date of this Agreement, shall as a condition of employment, within thirty (30) days from the date of employment, become and remain members of the Union.

4.02 NEW EMPLOYEES

The employer agrees that it will advise each newly hired employee of the union security and check-off provisions provided in this collective agreement, and will provide the employee with a Union Information Package which the Union shall provide.

4.03 CHECK-OFF: PROCESS AND PROCEDURES

(a) The Employer shall deduct from the pay of each member of the bargaining unit, such union dues, fees and assessments as prescribed by the Constitution of the Union.

(b) The dues so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, within one week after the end of the month payable to:

United Steelworkers
Local 9705
#2-910 Portland Street
Trail, BC
VIR 3X7

- (c) The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted from the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union.
- (d) The Employer will deduct 0.25% from each employee's pay and forward such amounts, by separate cheque, to the local Union Office within one week after the end of the month.
- (e) The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on the Income Tax T4 form.
- (f) The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of deductions made or payments made in accordance with this Article.

4.04 AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING

Upon notice in writing from the Union to the Employer that an employee:

- (a) is not a member of the union;
- (b) has revoked his/her written assignment of wages to pay initiation fees; union dues or union assessments;
- (c) has resigned from the union;

The Employer shall immediately discontinue the employment of such employee.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands and liabilities that may arise for the purposes of complying with the provisions of this clause.

ARTICLE 5

UNION STEWARDS

5.01 SHOP STEWARDS

(a) The Employer will recognize one Shop Steward from each department at all times. Such Stewards should be appointed from the major departments in the hotel as much as possible. The duties of the Stewards shall be to assist in the resolution of disputes and grievances.

The Union upon its discretion and with prior approval of Hotel Management, may appoint additional Shop Stewards.

(b) The Employer agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the names of the employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.

(c) The Shop Stewards first obligation is the fulfillment of his responsibilities as an employee. During his working hours, the Shop Steward is not entitled to engage in union activities other than the necessary involvement in the resolution of disputes and grievances.

(d) The Union Steward should not leave his assigned work area on union business, without prior approval. Such approval will not be unreasonably withheld.

(e) The necessary time which is spent by Stewards during their regular working hours in resolving disputes and grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.

(f) The Employer agrees that the Shop Steward may post official communications from the Union to its members on the Employees' bulletin boards within the hotel.

5.02 GRIEVANCE CHAIRPERSON

(a) The elected Steward Body will select from their ranks a person who will be the Grievance Chairperson. The Union agrees the Grievance Chairperson will be a full-time employee.

(b) The Grievance Chairperson or such other union representative designated by the Union will be recognized by the Employer as the official spokesperson on behalf of the Union.

(c) The Grievance Chairperson or, in his absence a person designated by the Union, will be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

5.03 MANAGEMENT AND UNION STEWARDS MEETING

(a) Upon request a person from management designated by the Employer and empowered to act on a subject will meet with the Union Stewards on a quarterly basis, to review problems that may arise concerning the application and operation of the Collective Agreement.

(b) All Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Employer.

(c) Minutes shall be kept as a record of the matters discussed during these meetings.

(d) Upon agreement from the Grievance Chairperson, that there are no major outstanding issues, such meetings may not be required.

5.04 HEALTH AND SAFETY COMMITTEE

(a) The Employer agrees that they will provide a safe and healthy workplace for their employees and the employees agree they will adhere to guidelines for safe conduct.

No person shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

(b) The Employer, Union and the employees agree to cooperate with each other on all matters of health and safety. It is incumbent on the employee or the Union to report any hazards immediately to the Employer.

(c) If an employee is injured on the job, which results in a bona fide WCB claim, the Employer will maintain his normal daily earnings for the day of injury.

(d) It is mutually agreed that a Safety Committee consisting of two (2) employees selected by the Union will meet with Management Representative(s) monthly and minutes from this meeting to be posted where they can be reviewed by all employee's and a copy will be sent to the union office.

(e) Where an employee is partially disabled through accident or illness, the parties agree to discuss alternatives to meaningfully employ that employee.

f) Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with such precautions and safeguards, including training, protective clothing and mechanical aids as will ensure that the process does not endanger the health and safety of any worker.

ARTICLE 6 MANAGEMENT RIGHTS

(a) The entire management of the operation, including discipline of the employees is vested exclusively in the employer at his place of business.

(b) 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 his place of business.

ARTICLE 7 PROBATIONARY PERIOD

7.01

(a) All employees shall be considered probationary for the first three (3) months of employment.

During their first six (6) months of employment, employees shall receive fifteen percent (15%) less than the qualified rate.

(b) Probationary employees will accrue seniority during their probation period and their seniority will only be applied against other probationary employees. Those credits earned by an employee are transferable when an employee completes his/her probation period.

ARTICLE 8 HOURS OF WORK

8.01 NORMAL STRAIGHT TIME HOURS OF WORK

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

- i) not more than eight (8) hours in any one day;
- ii) not more than five working days in any seven day period;
- iii) not more than forty hours in any five working day period

(b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at one and one-half times the hourly rate and double time for all hours in excess of eleven (11) in a day and forty-eight (48) hours in a week.

(c) There shall be a minimum of eight (8) hours' time off between shifts. The Employer may schedule less than eight (8) hours, it being understood that an employee has the right to refuse the shift without reprisal by the Employer. A shift "refused" shall be deemed as given up for the purposes of seniority accrual.

8.02 SPLIT SHIFTS

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

- i) no shift of less than six (6) hours may be split;
- ii) no shift may be split more than once;
- iii) no part of a split shift shall be less than two (2) hours;
- iv) all split shifts must be worked within a twelve (12) hour period.

(b) A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.

(c) The premiums shall be as follows:

- 1. Six (6) hours worked for seven (7) hours straight time pay
- 2. Seven (7) hours worked for eight (8) hours straight time pay
- 3. Eight (8) hours worked for nine (9) hours straight time pay

8.03 SHIFT HOURS

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

(a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.

(b) Shifts of 4½, 5, 5½, 6, 6½, 7, 7 ½ or 8 hours may be assigned, subject to the provisions of 8.05.

(c) Employees may opt for a four (4) and two (2) day rotation of shifts within their respective departments. It being understood that a majority of those employees request and ratify same. Management reserves the right to alter this arrangement with reasonable notice. It is understood that shifts lost shall be considered "given up" for seniority purposes should work not be available during four (4) days "on".

(d) Where available shifts permit, employees in the same classification, in order of seniority, shall have the option of selecting their shift of choice. This process shall be reopened every six (6) months.

8.04 MAXIMIZING THE LENGTH OF SHIFTS

a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of 7 ½, 7, 6 ½, 6, 5 ½, 5, 4 ½ or 4 hours.

(b) Prior to scheduling shifts in lower classifications, the available work shall go to the senior classification in each department.

(c) Article 8.02 and 8.03 notwithstanding, and provided the Employee is agreeable, the employer shall maximize an employee's hours of work in a workday by assigning additional hours up to a maximum of eight (8) hours in a sixteen (16) hour period. Such additional hours shall be offered in order of seniority.

(d) If it is apparent that the additional shift will result in an excess of eight (8) hours in a day such employee will not be called for that shift.

8.05 ASSIGNMENT OF SHIFTS BY SENIORITY

The provisions of article 9 will not apply to this section.

Within departments and classifications, the Employer shall first offer and assign the longest shifts to full-time employees, then part-time employees, then casuals, having the longest continuous years of service, or fractions thereof, since their last date of hire.

The Employer must offer and assign all available forty (40) hour shifts to the employees with the longest service, as defined above, before implementing shifts of lesser hours.

If a longer service employee declines the forty (40) hour shift in favour of an available shorter shift, then the forty (40) hour shift shall again be reassigned to the employee next in line.

Where an employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee.

8.06 DAYS OFF

Days off in each seven (7) consecutive days subject to 8.01 (a) will be as follows:

(a) All employees shall receive two (2) consecutive days off in each seven (7) days

(b) Notwithstanding (a) above, should a shift become available to an employee, it becomes their choice to split their days off.

(c) For the purpose of this Agreement day one (1) of the seven (7) consecutive days will commence on a Monday and conclude on a Sunday.

8.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS

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

8.08 PAYMENT FOR TIME IN LIEU OF BREAKS

(a) Employees who cannot get rest periods or meal breaks shall be paid five and one-half (5½) hours worked - six (6) hours' pay; six (6) hours worked - six and one-half (6½) hours' pay; seven and one-half (7½) hours worked - eight (8) hours' pay; eight (8) hours worked - eight and one-half (8½) hours' pay. There shall be no deliberate bankrolling of purported violations of this clause by any employee.

(b) Meal breaks shall be scheduled for all employees who work in excess of five (5) hours per day between the 3rd and 5th hours of employment, should an employee not receive this unpaid meal break as scheduled, for any reason, they shall receive one-half hour straight time premium pay in lieu of.

8.09 UNPAID MEAL BREAKS

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall not be less than one-half hour (½) and will not adversely affect the employees from maximizing the number of hours available to them in their shift.

e.g.: an employee scheduled for eight (8) hours - employee works eight (8) hours and takes an additional one-half (½) hour as an unpaid meal break.

8.10 REST PERIODS

(a) All employees shall receive rest periods in accordance with the following schedule:

- i. Four (4) hours - one ten (10) minute rest period
- ii. Five (5) hours - one ten (10) minute rest period
- iii. Six (6) hours - one ten (10) minute rest period
- iv. Seven (7) hours - two ten (10) minute rest periods
- v. Eight (8) hours - two ten (10) 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.

8.11 WORK SCHEDULES

(a) A work schedule shall be posted in a conspicuous place every two weeks for the information of all scheduled employees. The work schedule shall cover the period commencing one week after the posting of the schedule and 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. When possible, employees who want time-off should notify their supervisor prior to the posting of the schedule.

(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) The employer will provide the Grievance Chairperson with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.

(e) The employees agree there will be no switching of shifts without the approval of their immediate supervisor.

8.12 CHANGES IN WORK SCHEDULES

(a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours' notice of y 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 forty -eight (48) hours, but not less than eight (8) hours, when changing work schedules. Overtime will be paid for the first two (2) hours worked in all such situations except in those circumstances which are not possible to predict. The employer will make every reasonable attempt to contact the employee concerned.

(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.

(e) In situations where an employee has not been provided with notice of a change in his work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:

- i. Two (2) hours pay if there is no work available;
- ii. Four (4) hours pay if the employee commences work.

(f) Any employee whose schedule has been modified due to illness or injury as defined in Article 16.04, will receive notice required in Article 8.12 (a) and (b).

8.13 Employees shall be in their respective departments, ready to commence work at their designated starting times. Employees understand that they should not leave their work locations at times or in a manner that are inconsistent with the terms of this Agreement.

8.14 RESTRICTING AVAILABILITY TO WORK

Employees who regularly place restrictions on their schedule, or who continue to limit their availability to work, may be demoted from full-time to part-time to casual. This does not preclude full-time or part-time employees from requesting specific days off. Such requests shall not be unreasonably denied.

ARTICLE 9 SENIORITY

9.01 DEFINITIONS

(a) **DEPARTMENTAL SENIORITY:** For the purposes of this Agreement "department seniority" shall be defined as an employee's total length of continuous service identified in hours worked within (excluding overtime) within a particular department in the employer's operation. In the case of promotion the employee who claims the right to exercise his seniority must possess the basic skills and pre-qualifications to perform the job.

(b) **DEPARTMENT:** For the purpose of this Agreement, the term "department" shall be understood to mean those departments identified within this Agreement.

(c) **PROMOTIONS:** For the purpose of this Agreement, the term "promotion" shall be understood to mean the move by an employee to a higher classification or the move by an employee within a classification from casual to part-time to full-time status.

(d) **TOTAL SENIORITY:** For the purposes of this Agreement "total seniority" shall be defined as an employee's total length of continuous service with the Employer identified in hours worked (excluding overtime) and computed from the last date of hire.

(e) For the purposes of this Agreement, there shall be two types of seniority: Departmental Seniority and Total Seniority. Whenever the word "Seniority" is used in this Agreement without qualification, it shall mean the total of an employee's seniority.

(f) Where an employee is regularly scheduled in different classifications and/or departments the employee's seniority will accrue in the department and classification where most hours are worked.

(g) Annual vacation entitlement will be determined by the employee's total years of service in the hotel and the employee shall be granted holidays according to that established seniority.

(h) In the event that an employee is regularly scheduled to work an equal amount of hours in two different departments, the employee can elect which department he will accrue seniority. Once the choice has been made it cannot be altered.

9.02 ACCRUAL OF SENIORITY

(a) When determining the length of department seniority and/or total seniority for an employee, an employee will accrue seniority in the following circumstances:

- i. Any paid time off;
- ii. Time off as the result of an illness or injury
- iii. Maternity Leave of Absence
- iv. Union Business Leave of Absence
- v. Educational Leave of Absence regarding your job
- vi. Any approved Leave of Absence

(b) An employee will lose all his seniority rights where he:

- i. Voluntary terminates his employment
- ii. Is discharged and not reinstated in accordance with the terms of the Agreement
- iii. Is laid off and not recalled in the recall period as defined in Article 10.05
- iv. Exceeds approved leave without permission
- v. Accepts severance pay in accordance with this Agreement

- (c) Except for those circumstances outlined in Section (a) above, an employee may lose their seniority where they request and it is granted, a change from full-time or part-time to casual. This provision will not apply where the Employer and the Union mutually agree that seniority will be maintained.

9.03 SENIORITY LISTS

- (a) The Employer agrees to post departmental seniority and total seniority lists on or before the 1st day of February and on or before the 1st day of August in each year. The seniority lists shall contain the following information:
- i. the employee's name
 - ii the date from which the employee's service is calculated
 - iii the number of hours worked by that employee
 - iv the employee's job classification
 - v the information on personal days accrued
 - vi the employee's vacation entitlement in days accrued from anniversary date to anniversary date, showing days available and days used in that particular year.

Note: This may not reflect the amount of monies you have accrued. To confirm your amount of money accrued you should check with the employer directly.

- (b) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of the Agreement.
- (c) At the time of posting, copies of the seniority list shall be given to the Grievance Chairperson and the local Union office. The Union will not be denied a copy of an up-to-date seniority list for the purpose of resolving a grievance.
- (d) New employees will be added to the seniority list upon commencement of employment.

ARTICLE 10 JOB POSTING, PROMOTIONS, LAYOFF AND RECALL

10.01 PROMOTION

- (a) The Employer when promoting within a department will apply seniority by offering the vacancy to the most senior employee in that department. Such employee has the right to refuse the promotion with no repercussions. In the event an employee bypasses the promotion offered, the same will be offered to the next senior

employee and so forth. In the event the vacancy cannot be filled within the department, it will then be posted in accordance with Article 10.02.

- (b) The Employer when promoting other than (a) above will apply total seniority, provided however that the employee who claims the right to exercise his seniority for the purpose of such promotion possesses the basic skills and pre-qualifications to perform the job.

10.02 JOB POSTINGS

- (a) All job vacancies will be posted. Notice of job vacancies other than those to be filled within a classification as outlined in Article 10.01(a), whether permanent or temporary, shall be posted on a bulletin board on the employer's premises for at least five (5) working days. The notice shall indicate job title, category, salary, a brief outline of the duties involved and shall indicate if the position is full-time, part-time, casual, permanent or temporary. Copies of the notice shall be sent to the shop steward(s) and the Union Office. The shop steward will be given five (5) working days from the date of the posting to contact any employee who may be absent for any reason. Absent employees will then be given an opportunity to bid by telephone.

The Employer has the right to temporarily fill a vacancy during the posting period described above and subsequent filling of the same.

When a full-time job becomes vacant, it will be posted as a full-time job.

- (b) An employee may bid on a vacant position which may involve a promotion, lateral transfer, or lower classification.
- (c) The parties recognize the importance of filling all posted job vacancies as soon as possible. Every reasonable effort will be made by the Employer to fill posted vacancies.
- (d) Selections for these postings will be in accordance with 10.01(b). Furthermore, preference will be given to full-time, then part-time, then casual in the applicable department. In the event there is not a successful applicant in the applicable department and the choice is to be made from another department in the hotel, then again preference will be full-time, part-time and then casual. The name of the successful incumbent will be sent to the Union Office.
- (e) Transfers offered by the Employer from one department to another will take place only with the consent of the employee.

- (f) Transfers from one department to another cannot take place unless there is a vacancy which has been posted and no one from the bargaining unit has applied and no employee will be laid off because of such transfer.

10.03 PROMOTION AND TRANSFER TRIAL PERIOD

- (a) Any employee who is granted a promotion or transfer appointment by the employer, shall be on a trial period for up to sixty (60) days for promotions and sixty (60) days for transfers. During this trial period, the employee must demonstrate that he 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 he decide during the trial period that he does not want to continue in the job, then the employee may be returned to his former job. In such cases, the employer shall have the right to require all employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.

10.04 STAFF REDUCTIONS

If it becomes necessary to staff reduce within the Hotel, the employee with the least total seniority will be the one laid off provided that:

- (a) The employee being staff reduced will first bump the employee with the least departmental seniority in her classification and category. ("Category" meaning full-time, part-time, or casual) If there is no employee within her category, with less seniority, she will bump into her next category and so on.
- (b) The employee being displaced will follow the same procedure until the least senior employee in the department is bumped. That employee may exercise her total seniority to displace the least senior employee in the bargaining unit in her category or if there is no one eligible in that category, successively lower categories, until the least senior employee in the bargaining unit is laid off.
- (c) The employee originally affected by the layoff can choose to bump an employee with the least total seniority in a different classification and/or department provided that senior employee possesses the ability to do the job of that least senior employee.

10.05 STAFF REDUCTIONS AND RECALL PROCEDURE

- (a) An employee who has been laid off shall be placed on a recall list for a period of six (6) months. An employee who 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 his recall rights.
- (b) The employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or telegraph. Any employee failing to report for duty within four (4) days from the time of such notification shall be considered to have resigned without notice.
- (c) An employee who has been displaced to a different classification as a result of a staff reduction, may opt to return to his/her former job when the Employer increases the workforce, prior to the laid off employee returning to work. Accordingly, the laid off employee who wishes to be recalled must possess the ability to perform the job which is available within a thirty (30) day familiarization period.
- (d) Employees on layoff who restrict their availability for work schedules will not be protected by their seniority for recall.

ARTICLE 11 SALARY ADMINISTRATION

11.01 WAGE RATES

The wage rates provided in the attached applicable appendix shall cover the job descriptions and classifications of employees within the jurisdiction of Local 9705 of the United Steelworkers and shall remain in effect throughout the specified or extended term of this Agreement.

11.02 COMBINED CLASSIFICATIONS

Where an employee occupies a position which combines two (2) or more classifications of work (except as otherwise provided) he or she shall be paid at the rate of the highest classification provided he or she works in such higher classification for four (4) 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 employee works at the higher classification for less than four (4) hours he or she shall then be paid the higher rates for the actual amount of time accordingly.

11.03 NEW CLASSIFICATIONS

It is agreed that job classifications and wage rates not specifically set out in the attached appendix of this Agreement shall be included in the schedule by mutual consent of both parties to this Agreement. If unable to agree, either party may invoke the grievance procedure as defined in this Agreement.

11.04 PAYMENT OF WAGES UPON TERMINATION LAYOFF OR RESIGNATION

- (a) When an employee resigns, the Employer will pay all wages owing to the Employee within 6 calendar days of the date of his resignation.
- (b) When an employee is laid off or his services are terminated, the Employer shall pay all wages owing to him within 48 hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off or his services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or termination.

11.05 RATE OF PAY FOR RELIEVING IN ANY CLASSIFICATION

Employees relieving in any classification other than their own shall be paid at the rate of pay of that classification.

11.06 EMPLOYEE PAY

The Employer agrees to pay employees promptly on the 7th and the 22nd of each month. Should there be an error on an employee's pay because they are short hours or vacation pay on their cheques, the Employer will issue a cheque payable to the Employee within four working days of this being brought to the attention of the Employer and the Employer confirming the shortage.

ARTICLE 12 STATUTORY HOLIDAYS

12.01 (a) The Employer agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Governments. Should one of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or day(s) off, with pay, to be taken adjacent to the employee's normal days off or at a time mutually agreed between the employee and the Employer.

12.02 PAYMENT FOR STATUTORY HOLIDAYS

- (a) Employees who are eligible for statutory holiday pay will receive a normal day's pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) In the event an employee's day off falls on a statutory holiday the employee shall receive his normal day's wages as calculated in 12.02(d).
- (c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half times his normal wage rate for any hours so worked, on all statutory holidays, as well as his normal day's pay. An employee who works more than his regularly scheduled hours shall be paid double time and one-half for all such hours worked.
- (d) For the 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 he has worked in the two week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal day's pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.

12.03 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a statutory holiday, an employee must work his last regularly scheduled shift immediately prior to the holiday and his first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in (a) above will be waived by the employer when the employee's absence from an eligibility shift has been approved by the employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The employer is entitled to require a doctor's certificate as proof of such sickness or accident.
- (c) Eligibility and pay for statutory holidays for part-time and casual employees will be pursuant to the Employment Standards Act.

12.04 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

- (a) If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without leave of the employer, he shall not receive any pay for such holiday.
- (b) The employer is entitled to require the employee to substantiate the "reasonable cause" for his absence.

12.05 NORMAL SCHEDULE

In a week where a statutory holiday occurs the normally scheduled work week must prevail.

12.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

Should any statutory holiday occur during an employee's vacation period, an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period.

ARTICLE 13 ANNUAL VACATION

13.01 ANNUAL VACATIONS AND PAY ENTITLEMENTS

- (a) Casual employees and other employees with less than one year of completed service will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) 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 20 years	4 weeks	8%
20 years or more	5 weeks	10%

Annual Vacation pay shall be accrued in an employee's account and paid as follows:

- 4% of Gross Earning for years 1 & 2
- 6% of Gross Earnings for years 3, 4, 5 & 6
- 8% of Gross Earning for years 7 to 19
- 10% of Gross Earnings for years 20 or more

(c) "Consecutive years" as used herein shall be understood to mean consecutive years of service as defined in Article 9.01 (d).

(d) Annual vacation pay shall be calculated using the applicable percentage from (b) above, as a percentage of the employee's gross earnings for the preceding years.

(e) "Gross earnings" 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, statutory holiday pay.

(f) Employees at their option may take their vacation pay for the actual time of their vacation or they may request their vacation pay in one lump sum at the time of their anniversary date prior to entering a new accrual period. (i.e.) "on second anniversary of employee, the balance of any funds from employees start date to first anniversary, may be requested and paid."

13.02 VACATION SCHEDULING PREFERENCE BY SENIORITY

(a) Employees shall have preference in respect to annual vacations, within their department and classification according to the seniority list provided they file applications before May 1st of each year for vacations to be taken in that year. Vacation schedules will be prominently posted in each department. The Employer will make every reasonable effort to ensure that these employees will be able to take their vacations as filed.

(b) Annual vacations are to be taken according to seniority and approved on the basis of occupancy and special circumstances. Such approval will not be unreasonably denied.

(c) All employees may only schedule two (2) weeks at a time during the preferred months of May 1st to September 1st inclusive until all employees in the signing group of that department have had the opportunity to select one vacation period.

(d) Every year, in each department, commencing with the most senior employee, employees will rotate in their respective departments to book annual vacation time during the period of December 24th to January 3rd. in the event the most senior employee does not desire the time off, then the next senior employee will be granted that time and so on.

- (e) A vacation request made after May 1st will be given preference on a first come first serve basis regardless of seniority and subject to the requirements of service. The Company will respond in writing within 14 calendar days of receipt of any application for vacation.

In the event the most senior employee is denied that time off due to occupancy levels and/or special circumstances then that most senior employee has the first option again the following year.

13.03

All vacations shall be taken at a time to be mutually agreed upon by the Employer and the Employee, however vacation time may not be banked.

13.04 PERSONAL DAYS

- (a) Employees will be entitled to two (2) personal days off with prorated pay. May 1st, 2013 employees will be entitled to three (3) personal days off with prorated pay. They will be eligible for this benefit after each year of completed service.
- (b) Employees may accumulate personal days with prorated pay each year to a maximum of fifteen (15) days.
- (c) An employee's prorated pay entitlement will be shown as hours owing. This will be calculated by taking the total hours worked in the year by the employee (excluding overtime but including vacation time and other recognized paid leave), dividing by 2080 and multiplying this number by eight (8) hours to determine the prorated hours of entitlement. These hours will be paid at the rate the employee is earning at the time the days off are taken.
- (d) Employees must advise the employer in writing when they take one or more personal day(s) off. Except in the case of an emergency this notice shall be given to the employer in advance. Such leave will be taken at the option of the employee and will not be unreasonably denied.

ARTICLE 14 HEALTH AND WELFARE BENEFIT PLAN

14.01 EXTENDED HEALTH CARE BENEFIT PACKAGE

- (a) The Employer agrees to supply an extended Health Care Benefit Package including Dental and Group Life Benefits to all employees working in excess of twenty-four (24) hours per week, effective upon completion of six (6) months employment. This plan is to be identified as Manulife Group Services Plan 010093337-27.

Upon successfully joining the Plan, the Employer shall split the cost of the premium 50% Employee and 50% Employer. After the completion of one year of continuous service, the cost sharing shall move to 25% employee and 75% Employer. Effective January 1, 2012 the split will be ninety (90) percent Employer and ten (10) percent employee.

This Plan shall be outlined as Appendix "B" and will form part of this Agreement.

(b) The Employer agrees to hold an annual meeting with the employees with a representative from Manulife to explain current costs, policies (etc.) that the employee is paying for.

(c) The Employer will pay 100% of the MSP of BC premiums to all employees, effective upon completion of one (1) years' service, subject to the following conditions:

- i Employees must be full-time or part-time and work an average of twenty-four (24) hours.
- ii Employees may elect to opt in or out of the group MSP at the time of hire or in January or July of any subsequent year.
- iii Employees who did not elect to participate in Manual Life Financial Group Benefits program upon hiring or have left the Plan for whatever reason may elect to rejoin the Plan in January of any year providing the requirements of the carrier are met.

14.02 WEEKLY INDEMNITY PLAN

The Company will arrange a Weekly Indemnity Plan with a commercial insurer. Full and Part-time employees who work an average of twenty (24) hours per week will be eligible for coverage under the Plan after six (6) months of continuous service. Such employees whose average hours become less than twenty-four (24) hours per week may continue to be covered as long as they bear 100% cost of the premiums of the Plan.

The Plan will provide eligible employees with benefits during periods of disability commencing with the first day in the case of an accident or hospital confinement and with the seventh (7th) day of sickness; and continuing for up to seventeen (17) weeks. Hospital confinement means a period of at least eighteen (18) hours during which a person must stay in the hospital or when the person is in the hospital to undergo procedures which are medically necessary, may only be performed in a hospital and involves a condition which is medically disabling.

For employees disabled on and after the effective date of this Agreement, the benefits under the Plan will be the greater of sixty-six and two thirds percent (66-2/3%) of the employee's "weekly base rate earnings" or sixty-six and two thirds percent (66-2/3%) of the employee's insurable earnings under the Employment Insurance Act as amended to

the date of this Agreement. No benefits shall be paid under the Plan for compensable accidents.

This Plan will be registered under the Unemployment Insurance Act. The Employer and employees' will equally share the cost of the premiums of the Weekly Indemnity Plan, provided however, that the employee's share of the reduction in E.I. premiums resulting from the registration of the Plan will be used to offset the cost of the Plan.

Benefits premium will be split sixty-five percent (65%) employer/thirty-five percent (35%) employee effective June 1, 2000. Effective June 1, 2002 the split will be seventy-five percent (75%) employer/twenty-five percent (25%) employee.

The Company will arrange with the insurance carrier for the withholding of Income Tax from the benefit payments.

14.03 LONG TERM DISABILITY

The Company will arrange a Long Term Disability Plan with a commercial insurer. Full and part-time employees who work an average of twenty (24) hours per week will be eligible for coverage under the Plan after six (6) months of continuous service. Such employees whose average hours become less than twenty-four (24) hours per week may continue to be covered as long as they bear one hundred percent (100%) of the cost of the premiums of the Plan.

The Plan will provide eligible employees with benefits during periods of disability after an elimination period of seventeen (17) weeks. The maximum benefit period for the combined Weekly Indemnity Plan described in the section on Weekly Indemnity, and this Long Term Disability Plan will be equal to length of service or, if the employee has ten (10) or more years of service, until age sixty-five (65). In any event, all benefits shall cease at the earliest recovery from disability, return to work, retirement or death.

For employees disabled on and after the effective date of this Agreement, the level of benefits shall be sixty-six and two thirds (66-2/3) of the employees' weekly base rate earnings. Any disability benefits received by the employee from Workers Compensation, the Canada Pension Plan or other government plans with respect of such disability will be deductible from the benefits payable under this Plan.

Benefits premium will be split sixty-five percent (65%) employer/thirty-five percent (35%) employee effective Jun 1, 2000. Effective June 1, 2002 the split will be seventy-five percent (75%) employer/twenty-five percent (25%) employee.

The Company will arrange with the insurance carrier for the withholding of Income Tax from the benefit payments.

It is further understood these benefit changes will be as of the date of signing this Agreement and dependent upon any period of qualification.

14.04 EMPLOYEES ON SICK LEAVE

Employees absent due to an illness covered under the terms of article 14.01 (Extended Health Care Benefit Package), 14.02 (weekly indemnity), 14.03 (long term disability) or workers compensation, will not be required to pay premiums for medical or dental coverage for the first twelve (12) months of such illness. Any such premiums in the first twelve (12) months of such illnesses will be paid in full by the company.

14.05 MEDICAL DOCUMENTATION

The Company will pay fifty (50) percent to a maximum cost of \$17.50 to the Employee of the physicians cost for completion of physical ability forms or medical updates as requested by the Company, benefit carrier or WorkSafe BC.

ARTICLE 15 LEAVES OF ABSENCE

15.01 EMPLOYEE ELECTED TO 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 (3) years.
- (b) A request for such an approved leave must be given to the Employer by the Union, in writing, on union letterhead and signed by the Representative of the Union.
- (c) An employee who obtains such a leave of absence shall return to his employment within thirty (30) calendar days after the completion of his employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

15.02 UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as a delegate to attend union conventions. The Union will make every reasonable effort to give the Employer fourteen (14) days written notice (but no less than seven (7) days) prior to the commencement of such leaves.
- (b) The Employer upon receipt of written notice from the Union shall grant up to five (5) working days leave of absence without pay for up to two (2) employees at any

one time, to attend union education programs. Should additional employees be requested, such request shall not be unreasonably denied. The Union will make every reasonable effort to give the Employer fourteen (14) days written notice (but no less than seven (7) days) prior to the commencement of such leaves.

- (c) The Employer agrees to pay the employee their normal rate of pay for leave under this article and to invoice the Union appropriately. Upon receipt of said invoice, the Union agrees to reimburse the Employer within fifteen (15) days.

15.03 COURT ATTENDANCE

Any employee covered by this Agreement who is subpoenaed to attend any commission, court or hearing to give evidence in any case, civil or criminal respecting the hotel in which he or she is employed shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours' pay.

Any monies received by an employee from the Courts will be deposited with the Employer.

15.04 BEREAVEMENT LEAVE

- (a) A regular employee will be granted three (3) days off without loss of pay in the event of the death of a member of his immediate family. However, an employee can request additional unpaid time off. Such requests will not be unreasonably denied.
- (b) "Immediate family" shall be understood to include the employee's mother, father, son, daughter, sister, brother, spouse, father-in-law, mother-in-law, grandparents or step parents.
- (c) For the purposes of this article "spouse" shall be defined to include a common-law spouse.
- (d) In the event of a death of an employee's relative or friend, other than (a) above, an employee can request a leave of absence of up to five (5) days without pay. Such requests will not be unreasonably denied.

15.05 MILITARY SERVICE

Members of the Union called up for the Military, Air force or Naval Services, Red Cross or other combat relief service of Canada during the life of this Agreement will be considered on leave of absence and will be returned to their former position upon honourable discharge from the service, provided they are physically and mentally capable and make application within two (2) months.

15.06 JURY AND WITNESS DUTY

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

15.07 GENERAL LIMITATION ON LEAVES OF ABSENCE

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) 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.

15.08 MATERNITY LEAVE

(1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave

(a) beginning

(i) no earlier than 11 weeks before the expected birth date, and

(ii) no later than the actual birth date, and

(b) ending

(i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and

(ii) no later than 17 weeks after the actual birth date.

(2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).

(4) A request for leave must

(a) be given in writing to the employer,

(b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) A request for a shorter period under subsection (1) (b) (i) must

(a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and

(b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

15.09 PARENTAL LEAVE

(1) An employee who requests parental leave under this section is entitled to,

(a) for a birth mother who takes leave under article 15.08 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under article 15.08 unless the employer and employee agree otherwise.

(b) for a birth mother who does not take leave under article 15.08 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,

(c) for a birth father, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event, and

(d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(a) be given in writing to the employer,

(b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under article 15.08 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under article 15.08 section 3 or subsection (2) of this section.

15.10 FAMILY RESPONSIBILITY DAYS

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

(a) the care, health or education of a child in the employees' care, or

(b) the care, health or education of any member of the employee's immediate family.

(c) the five (5) days to which an employee is entitled do not carry over from year to year.

(d) the employee will provide notice upon taking such leave

15.11 Wages and Benefit During Leaves

The Employer will continue to pay their portion of the premiums towards the employee's benefit plan while on leave under articles 15.08 and 15.09

ARTICLE 16 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS

16.01 PROTECTED WORKING CONDITIONS

- (a) All working conditions at present in force which are not specifically mentioned in this Agreement and which are not contrary to its general purpose and intent shall continue in full force and effect unless cancelled or terminated in accordance with the terms of this article.
- (b) Any other working condition which was granted by the Employer but which is not specifically provided for in this agreement may be cancelled by the Employer by:
 - (i) serving the Union with written notice within thirty (30) days of the ratification of this Agreement; or
 - (ii) serving the Union with written notice of cancellation effective on the last day of each year of this Collective Agreement.

16.02 CAFETERIA, KITCHEN AND DINING 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 (5) hours worked shall receive one (1) meal per day
- This shall include front desk staff if for any reason they cannot receive their meal breaks.

The Restaurant Guest Services Supervisor and the Head Chef will meet twice per year to change the menu which employees can select their meal from.

16.03 EMPLOYEE ATTENDANCE AT STAFF MEETING

- (a) Where an employee is directed by the employer to attend a staff meeting during his regular working hours, the employee shall be compensated at his 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 (8) hours in a day, or more than forty (40) hours in a week.
- (c) Where an employee is directed by the employer to attend a staff meeting during

his regular days off, the employee shall be compensated at his regular hourly rate for the time spent in such meeting.

- (d) 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.

16.04 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

- (a) 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 his former position within twenty-four (24) hours, with all rights and conditions which he formerly enjoyed, according to the terms of the Agreement which is in effect at the time of his return, subject to the further conditions which follow.
- (b) Prior to reinstating the employee, the employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically able to resume the performance of the duties.
- (c) 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 five (5) working days in which to adjust the work schedule to accommodate the returning employee.

16.05 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his employer concerning the conditions of employment or varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the employer covering hours of work, wages or conditions during the term of this Agreement.

16.06 COMPENSATION TO EMPLOYEES RE: ENFORCEMENT OF HOUSE RULES FOR PATRONS

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, 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.

16.07 SEVERANCE ALLOWANCE

After three months of consecutive employment an employee shall be eligible for compensation, written notice, or a combination of the two as follows:

- After three months - one week
- After 12 months - two weeks
- After three years - one week for each completed year of employment, to a maximum of eight weeks.
- No severance pay is required when an employee quits, retires, or is terminated for just cause.

16.08 BULLETIN BOARDS

Bulletin Boards in each department will be made available to the Union on the Employer's premises for the purpose of posting notices relating to general union activities.

ARTICLE 17 EMPLOYEE CONDUCT AND DRESS

17.01 AUTHORITY RE: CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS

- (a) When an employee is authorized to cash cheques, honour credit cards or credit accounts, he or she will not be held responsible for any losses provided he or she has followed management's instructions, but where an employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without such authorization from management he or she will be held responsible.
- (b) In the event that any problems arise regarding cash shortages in the till then discussions will be held with management, the employee and Union representatives.

17.02 UNIFORM ALLOWANCE AND OTHER APPAREL

- a) If any special uniform shall be required, it is agreed that the Employer shall supply two (2) sets of the same for full and part time employees and three (3) sets for all Housekeeping and Maintenance employees, effective May 1, 2016 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.

- b) The Employer requires the employees to wear name tags and agrees to provide clips for attaching them to personal clothing, if requested.
- c) Where uniforms supplied by the employer include a skirt, the option to select pants or a skirt, in lieu of a skirt, will be given to the employee.
- d) The Company will provide a rebate of 60 percent (60%) on the purchase of all approved footwear for use by employees on the job after the employee has completed a total of 1,000 hours of work. To a maximum payable of \$100.00 with receipts. Prorated for part-time employees. Effective May 1, 2017.

17.03 ABSENTEEISM

- (a) The Parties recognize that absenteeism is disruptive and unfair to other employees and costly to the Employer. In instances of repeated absenteeism the Employer will investigate and take appropriate steps to correct the situation.
- (b) Every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer or to have someone else notify the Employer on his behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances.

ARTICLE 18 LIQUOR CONTROL AND REGULATION

18.01 NEW EMPLOYEES: INSTRUCTION RE LIQUOR CONTROL LEGISLATION AND REGULATIONS

- (a) 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.
- (b) All new employees must have the "Serving It Right" accreditation as a pre-requisite for employment.

18.02 EMPLOYEES SERVING LIQUOR

- (a) No employee who is involved in the serving of liquor shall knowingly sell or serve liquor in the Employer's premises to any person who is under the legal age. Where, after asking the person to produce suitable identification and proof of age, such an employee is in doubt as to the person's age, he may refuse service.
- (b) If the employee is directed by a person designated by the Employer to serve a

person whose age is in doubt, 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.

18.03 HOURS OF SERVICE

No employee shall give service after the specified hours set by the Liquor Control and License Branch Regulations.

18.04 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 there from.

ARTICLE 19 DISCIPLINE AND DISCHARGE OF EMPLOYEES

19.01 (a) Pursuant to Section 84(1) of the Labour Relations Code of British Columbia the following standards shall be applied:

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

(ii) During the probation period specified in this agreement, an employee may be discharged if he is unsuitable for status as a regular employee.

(b) In the event that an employee is disciplined or discharged the shop steward will be notified and be present at any meeting the Employer has with the employee if the employee desires to have his/her steward present.

(3) Disciplinary letters shall be removed from an employees' file with the exception of those involving Sexual Harassment, Theft or Violence after twelve (12) calendar months from the date of the offence.

ARTICLE 20 GRIEVANCE PROCEDURE

20.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

(a) Any complaint, disagreement or differences of opinion between the parties respecting the interpretation, application, operation or alleged violation of this collective agreement, including any dispute with regard to discipline or discharge,

shall be considered to be a grievance.

- (b) Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

20.02 GRIEVANCE PROCEDURE

(a) Informal Step:

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he reports. At his option, the employee may be accompanied by the shop steward for the department in which the employee works.

(b) Step one:

At this step, notice in writing of the grievance must be filed with a person designated by the employer, within fourteen (14) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

(c) Step two:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the grievance chairperson and/or a union representative and a person or persons designated by the Employer. This step must be taken by notice in writing within fourteen (14) days of the date on which the written answer was delivered in Step One.

(d) Step Three:

In the event that a resolution of the grievance, satisfactory to the union and the employer, does not result at Step Two, either the union or the employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- (1) The optional grievance procedure provided for in 20.03
 - (2) go to a single Arbitrator as agreed in (e) below.
- (e) The Parties shall have fourteen (14) working days to agree to one of the following Arbitrators. Failing such agreement, either party may request the Minister of Labour to appoint such Arbitrator. Arbitrators for this agreement shall be:

COLIN TAYLOR
JOAN MCEWAN

JUDY KORBIN

(f) Step Four:

The final step of the grievance procedure shall be full arbitration as provided herein, unless the parties have previously agreed to be bound by the recommendations of an officer appointed by the Labour Relations Code or by the recommendations of the investigator under the optional grievance procedure or by a single Arbitrator appointed in (e) above.

(g) UNION AND EMPLOYER POLICY OR GROUP GRIEVANCE

The Union or the employer may file policy or group grievances. Such grievances shall be filed at Step Two of the grievance procedure.

20.03 OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE

The parties have agreed to initiate an optional grievance investigation procedure on a trial basis for the specified term of this agreement, in accordance with the following:

(a) Purpose and Scope:

Recognizing that there are times and circumstances in which it may be necessary to seek third party assistance in the resolution of grievances and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings the parties have agreed to provide for an optional grievance investigation procedure.

The process is intended to complement the grievance and arbitration procedures otherwise provided for in this agreement. It is not intended to replace those other procedures.

(b) Optional Grievance Investigation Procedure:

As provided for in Section 103 of the Labour Relations Code of BC, where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties will appoint one of the persons named herein as "Investigators" or a substitute agreed to by the parties to:

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

(c) **Cost Sharing**

As provided for in Section 103 of the Labour Relations Code each party shall pay 1/3 of the cost incurred in relation to the reasonable remuneration, traveling and out of pocket expenses of the Investigator or his substitute. The remaining 1/3 will be paid by the provincial government.

(d) **Investigators - Alternates Agreed to and Selection**

The parties have agreed that for the term of this Agreement the following persons shall be recognized as the "Investigators" for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment:

Colin Taylor
Joan McEwan
Judy Korbin

(e) **Option Choice and Timing**

Either party may choose to implement the investigation procedure provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision, within 5 working days of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.

The party receiving notification may refuse to accept the investigator procedure, in which case the arbitration provisions of this agreement are then available and the time limit contained in that article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given and such refusal must be submitted within 5 working days.

(f) **Binding Recommendations:**

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

20.04 TIME LIMITS

The time limits set out in this article may be extended by mutual consent.

20.05 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

(a) The Union agrees to provide the Employer with a written list of the names of any persons other than Shop Stewards who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union and to provide further written advice of changes made in the list from time to time.

(b) The employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the employer and to provide further written advice of changes made in the list from time to time.

ARTICLE 21 DEFINITION OF EMPLOYEES

21.01 PROBATIONARY EMPLOYEE

A new employee who has not successfully completed the probationary period.

21.02 FULL-TIME EMPLOYEES

All employees hired to work on a regular full-time basis, in excess of twenty-four (24) hours a week, exclusive of replacement hours, who have completed their probation period.

21.03 PART-TIME EMPLOYEES

All employees other than full-time who work regular scheduled shifts and who have completed their probation period.

21.04 CASUAL EMPLOYEES

All employees who are seasonally employed for a specific term, work in relief or on an on-call basis.

21.05 CATEGORY CHANGE

(a) A full-time employee may request to change their category to part-time or casual; or a part-time employee may request to change their category to casual. However, in each such case, these employees concerned cannot be placed back into their original category except through the appropriate provisions of the Collective

Agreement.

- (b) Categories may change if an employee's hours exceeds or declines twenty four (24) hours per week, as averaged over a six month period at the time of seniority list posting.

ARTICLE 22. HUMANITY FUND

22.01 For the purpose of international aid and development, the Employer agrees to deduct on a monthly basis the amount of (not less than) \$0.01 per hour on behalf of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and to pay the amount to the "*Local Union*" and to forward such payment to:

U.S.W. Local 9705
#2 – 910 Portland Street
Trail, BC
VIR3X7

This shall be deducted from each pay cheque and submitted quarterly from members in the bargaining unit's pay cheques.

ARTICLE 23 VOTING ON THE PREMISES

The Employer will make a reasonable effort to permit employees to vote on their designated breaks during their shift on referendums related to Union Activities. However, such voting will not disrupt employees during working hours. The location and timing will be approved by management.

ARTICLE 24 TRAINING

The Union recognizes the need to train new employees, however this training must be done in accordance with Article 8. 8.03(a) notwithstanding employees in a training capacity will not be scheduled for shifts longer than three (3) hours per day and training will not exceed the employees probationary period.


ARTICLE 25 PANIC BUTTON


A "Panic Button" will be available at all times at the Front Desk for security precautions.

This Agreement shall be binding upon the parties hereto, jointly and severally and upon their respective successors and assigns.

**SIGNED ON BEHALF OF THE
EMPLOYER, SANDMAN HOTEL**

**SIGNED ON BEHALF OF THE
UNION, UNITED STEELWORKERS,
LOCAL 9705**





APPENDIX "A" - WAGES

DEPARTMENT	CLASSIFICATION	May 1 2015 0.0%	May 1 2016 0.0%	May 1 2017 0.5%	May 1 2018 2.0%	May 1 2019 2.5%
GUEST SERVICES DESK	Guest Services Clerk	\$16.29	\$16.29	\$16.37	\$16.70	\$17.12
	Guest Services Auditor	\$17.00	\$17.00	\$17.09	\$17.43	\$17.86
GUEST SERVICES	Working Guest Services Housekeeping	\$16.76	\$16.76	\$16.84	\$17.18	\$17.61
HOUSEKEEPING	Relief Guest Services Housekeeping	\$15.68	\$15.68	\$15.76	\$16.07	\$16.48
	Guest Services Room Attendant	\$15.40	\$15.40	\$15.48	\$15.79	\$16.18
	Guest Services Janitor	\$15.40	\$15.40	\$15.48	\$15.79	\$16.18
GUEST SERVICES	Restaurant Guest Services Supervisor	\$15.75	\$15.75	\$15.83	\$16.15	\$16.55
RESTAURANT/CATERING	Catering Guest Services Supervisor	\$15.75	\$15.75	\$15.83	\$16.15	\$16.55
	Guest Services Server	\$13.18	\$13.18	\$13.25	\$13.51	\$13.85
GUEST SERVICES	First Guest Services Cook	\$17.24	\$17.24	\$17.33	\$17.67	\$18.11
KITCHEN	Guest Services Cook	\$16.65	\$16.65	\$16.73	\$17.07	\$17.49
	Guest Services Cooks Helper	\$14.40	\$14.40	\$14.47	\$14.76	\$15.13
	Guest Services Cook/Server	\$16.65	\$16.65	\$16.73	\$17.07	\$17.49
	Guest Services Dishwasher/Prep	\$13.29	\$13.29	\$13.36	\$13.62	\$13.96
GUEST SERVICES	Guest Services Maintenance Supervisor	\$20.31	\$20.31	\$20.41	\$20.82	\$21.34
MAINTENANCE	Guest Services Maintenance Person	\$18.79	\$18.79	\$18.88	\$19.26	\$19.74
	Guest Services Security	\$14.12	\$14.12	\$14.19	\$14.47	\$14.84

The Employer agrees to pay all employees on the seniority list at the time of signing of this memorandum of agreement a one time signing bonus of \$250.00. The signing bonus will be pro-rated for part-time employees

No. 1

LETTER OF UNDERSTANDING
BETWEEN
SANDMAN HOTEL, CASTLEGAR
UNITED STEELWORKERS , LOCAL 9705

Re: Catering Gratuities


Catering gratuities shall be split in accordance with the following procedure:

- ◆ The Head Chef will receive fifteen (15) percent for work actually performed on the function.
- ◆ All other employees directly involved in the function will split the balance of the gratuities based on the number of hours worked per function. It is the responsibility of the employees to account for these hours on the sign out sheets.
- ◆ It is recognized that these gratuities will not be paid to any persons or employees while on vacation or any other leaves.
- ◆ Administration of catering gratuities shall be the responsibility of the General Manager and copies will be given to the Shop Steward.

SIGNED ON THE 6 day of Aug 2015.

**ON BEHALF OF THE EMPLOYER,
SANDMAN HOTEL, CASTLEGAR**

**ON BEHALF OF THE UNION,
USW, LOCAL 9705**



No. 2

LETTER OF UNDERSTANDING
BETWEEN
SANDMAN HOTEL, CASTLEGAR
UNITED STEELWORKERS, LOCAL 9705

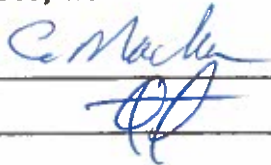
Re: Excluded Positions

- ◆ The positions of the Front Office Manager and the Head Chef shall be out of the bargaining unit. It is understood that the Head Chef position will not erode the provisions of the Collective Agreement.
- ◆ It is further understood the Head Chef will perform banquet and line preparation and presentation provided there will be no deliberate reduction in bargaining unit work.
- ◆ The Parties understand in the case of the Front Office Manager, this involves working up to four (4) eight (8) hour shifts per week.
- ◆ There will be separate monthly meetings held with the Front Office Manager, General Manager, and Shop Steward and the Head Chef, General Manager and Shop Steward. A union representative from the local union office may be present with, or in lieu of, the Shop Steward.
- ◆ For discussion will be employee concerns, management concerns, operation concerns, and scheduling concerns.
- ◆ Minutes will be taken and corrective actions if required will be administered. Copies will be forwarded to the Union and to the Regional Director for further input and guidance.

SIGNED ON THE 6 of Aug 2015.

**ON BEHALF OF THE EMPLOYER,
SANDMAN HOTEL, CASTLEGAR**

**ON BEHALF OF THE UNION,
USW, LOCAL 9705**



No. 4

LETTER OF UNDERSTANDING
BETWEEN
SANDMAN HOTEL, CASTLEGAR
UNITED STEELWORKERS, LOCAL 9705

Re: Part-time Auditor

The parties agree that the Part-time Auditor, working as relief in that job, will be offered to work available shifts on the Front Desk, provided such work is offered in line of Departmental Seniority. This does not affect the scheduling of the auditor shifts.

SIGNED ON THE 6 day of Aug 2015

ON BEHALF OF THE EMPLOYER,
SANDMAN HOTEL CASTLEGAR

ON BEHALF OF THE UNION,
USW, LOCAL 9705

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LETTER OF UNDERSTANDING
BETWEEN
SANDMAN HOTEL, CASTLEGAR
UNITED STEELWORKERS, LOCAL 9705

Re: Cook/Server


In the event that it is deemed feasible by the Employer to implement the position of cook/server the parties agree that:


1. Employees currently working in the Restaurant and Kitchen will be offered the opportunity to work in a dual position of server and cook/server, or cook and cook/server, as applicable subject to the employee possessing the basic skills and pre-qualifications to perform the job.
2. All those successful applicants for this position will be scheduled, or called in to work, as per the applicable terms of the collective agreement.
3. All seniority earned in this classification will be split evenly between the restaurant and the kitchen.
4. The cook/server on duty may request additional staffing from Management if required.
5. The Employer will post the above position in the Restaurant and Kitchen Departments. Successful applicants will be reimbursed for course fees of Serving It Right or Food Safe Level 1 upon successful completion of the course(s).
6. If in the future, it is deemed by the Employer to be uneconomical to operate the restaurant at the current staffing levels a meeting will be held with the Union for discussion and input.
7. This Letter of Understanding may be cancelled by either party by serving one hundred and eighty (180) days written notice.

SIGNED ON THE 6 day of Aug 2015

ON BEHALF OF THE EMPLOYER,
SANDMAN HOTEL CASTLEGAR

ON BEHALF OF THE UNION,
USW, LOCAL 9705





MEMORANDUM

September 27, 1999

To: Jim Saare, President, USWA Local 9705

From: Jim Davidson, General Manager, Sandman Hotel Castlegar

Subject: **Clarification re: Speciality Cooks duties**

With the deletion of the Letter of Understanding re: Speciality Cook, all duties will revert to regular kitchen duties.

MEMORANDUM

September 27, 1999

To: Jim Saare, President, USWA Local 9705

From: Jim Davidson, General Manager, Sandman Hotel Castlegar

Subject: **Clarification re: Lounge Staff**

For further clarification on our discussions regarding waitresses serving food to Dexter's Lounge. Please be advised that the following procedures will be implemented as soon as possible.

A call light will be installed which will enable the lounge servers to be notified when a food order is ready.

In order to facilitate the efficient operation of both Dexter's Lounge and the Heartland Restaurant, when there is only one server scheduled in the restaurant, the Dexter's server will be responsible to pick up food orders from the kitchen and return the dirty dishes.

It is still the responsibility of the Restaurant servers to service Dexter's when two (2) or more waitresses are scheduled.

It is the responsibility of the Heartland waitresses to notify Dexter's regarding the ability to service them.

MEMORANDUM

July 27, 1999

To: Jim Saare, President, USWA Local 9705

From: Jim Davidson, General Manager, Sandman Hotel Castlegar

Subject: **Scheduling Concerns**

To address concerns regarding scheduling in the Heartland Restaurant, discussed during negotiations. It is the commitment of the Company and myself to ensure that service levels meet the demand of our guests, to this end the following procedures will be implemented:

- Department Head meetings will be conducted weekly to review occupancies, upcoming functions, events or any community activity which may impact business. Department schedules will be adjusted accordingly.

MEMORANDUM

September 8, 1999

To: Jim Saare, President, USWA Local 9705

From: Jim Davidson, General Manager, Sandman Hotel Castlegar

Subject: **Vacation Pay checks**

To clarify the reasons why separate vacation pay checks are not possible are twofold, the volume of pay checks printed and a software limitation.

Vacation pay, as intended, is to provide a steady income for the time taken off work where normal working pay is not earned. This is handled in the normal run of running payroll and results in no extra tax deductions.

When vacation pay is requested, on top of two full weeks of earnings, we are required to deduct additional tax as prescribed by Revenue Canada.

We would recommend that vacation and vacation pay be taken as intended if no additional tax is to be deducted from an employees earnings.

MEMORANDUM

July 27, 1999

To: Jim Saare, President, USWA Local 9705

From: Jim Davidson, General Manager, Sandman Hotel Castlegar

Subject: **Deletion of Proposed Letters of Understanding Re: Training/Security**

Further to our discussions regarding the above. It is the commitment of the hotel in matters of health and safety to conduct risk assessment evaluations (as per the Workers Compensation Act) and to implement training and work procedures to address any issues or concerns.

MEMORANDUM

September 8, 1999

To: Jim Saare, President, USWA Local 9705

From: Jim Davidson, General Manager, Sandman Hotel Castlegar

Subject: **Housekeeping Room Hours**

The Company minimum standard, for rooms cleaned over an average eight (8) hour shift, is sixteen (16). This minimum is in line with industry standards and is based on the type of rooms being cleaned and the guest mix. This number is a minimum standard and is to be achieved by the Housekeeper over a one (1) month period.

Given the fluctuations of room types sold it is not possible to ensure that only sixteen (16) rooms are completed on a daily basis. Some days may be more than sixteen (16) others less. This depends on the mix of stay-overs and/or checkouts and also depends on the type of room being cleaned (team, tour, corporate, multiple night stay etc.) It also depends on what monthly, quarterly, bi-annual or annual chores are being completed in the.

Responsibility for achieving this minimum standard lies with the Housekeeper and the General Manager and is reviewed on a daily, weekly, and monthly basis. Corrective actions are taken on a daily and weekly basis to ensure this minimum standard is met.

MEMORANDUM

September 28, 1999

To: Jim Saare, President, USWA Local 9705
From: Jim Davidson, General Manager, Sandman Hotel Castlegar
Subject: **Benefits Program**

Further to our conversation during negotiations please be advised of the following understanding.

Subject: Qualifying Hours

All individuals falling short of the twenty-four (24) hour qualification requirement (as laid out under Article 14.01 (a), to maintain benefits, will be reviewed on a case by case basis. It is not the intention of the Employer to drop individuals from benefit coverage due to marginal deficiencies in hours.

Subject: Enhancements to Benefit Plan

Any improvements to the benefits program will be passed onto the employee of the Castlegar Hotel and form part of the Collective Agreement.

MEMORANDUM

April 2, 2003

To: Jim Saare, Staff Rep USWA

From: Jim Davidson, General Manager, Sandman Hotel Castlegar

Subject: Xmas Party

Further to our discussion re: Employees/Union involvement in Staff Christmas Parties. This memo will confirm that the Hotel will meet with the Employee Committee and a Union representative regarding their input into the type of function and venue for upcoming Employee Christmas Parties at the Sandman Hotel Castlegar.