

COLLECTIVE AGREEMENT

Between:



HOTEL
GRAND
PACIFIC

And:



unifor
Local**114** | Canada

September 1, 2020 - August 31, 2021

TABLE OF CONTENTS

ARTICLE 1 — INTRODUCTION	1
1.01 PURPOSE	1
1.02 GENDER REFERENCES	1
ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT.....	1
2.01 DURATION	1
2.02 LABOUR RELATIONS CODE — SECTIONS 50(2) AND 50(3) EXCLUDED	2
2.03 STRIKES AND LOCKOUTS.....	2
2.04 CONTRACTED SERVICES	2
2.05 EXTENT	2
ARTICLE 3 - UNION RECOGNITION	2
3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT	2
3.02 RECOGNITION OF LEGAL PICKET LINES	3
3.03 PERFORMANCE OF BARGAINING UNIT WORK.....	3
3.04 HUMAN RIGHTS.....	3
3.05 UNION HOUSE OR UNION BAR.....	5
3.06 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS.....	5
3.07 NO INDIVIDUAL CONTRACTS OR AGREEMENTS	6
3.08 PAID BARGAINING TIME	6
3.09 PRINTING OF COLLECTIVE AGREEMENTS.....	6
3.10 PAID EDUCATION LEAVE	6
3.11 DOMESTIC VIOLENCE	7
ARTICLE 4 - UNION SECURITY	7
4.01 MEMBERSHIP	7
4.02 NEW EMPLOYEES	7
4.03 CHECK-OFF: ASSIGNMENT OF WAGES.....	8
4.04 CHECK-OFF: PROCESS AND PROCEDURES	8
4.05 AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING UPON NOTICE IN WRITING FROM THE UNION TO THE EMPLOYER THAT AN EMPLOYEE:.....	9
4.06 COMPANY POLICIES	9
ARTICLE 5 - UNION STEWARDS.....	9
5.01 SHOP STEWARDS.....	9
5.02 MANAGEMENT AND UNION STEWARDS MEETING	10
ARTICLE 6 - RESERVATIONS TO MANAGEMENT	11
6.01 RIGHT TO MANAGE	11
6.02 SPECIFIC RIGHTS.....	11
6.03 RIGHTS TO BE EXERCISED CONSISTENT WITH THE COLLECTIVE AGREEMENT	11
ARTICLE 7 - PROBATIONARY PERIOD	12
7.01 PROBATION PERIOD.....	12
ARTICLE 8 - EMPLOYEE TRAINING PROGRAMMES	12
8.01 TRAINING PROGRAMMES NOTIFICATION.....	12
8.02 TRAINING PROGRAM.....	12
8.03 APPRENTICESHIP PROGRAM	13

ARTICLE 9 - HOURS OF WORK	14
9.01 NORMAL STRAIGHT TIME HOURS OF WORK	14
9.02 SPLIT SHIFTS.....	15
9.03 SHIFT HOURS.....	15
9.04 MAXIMIZING THE LENGTH OF SHIFTS.....	15
9.05 ASSIGNMENT OF SHIFTS BY SENIORITY	16
9.06 DAYS OFF	16
9.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS	17
9.08 PAYMENT FOR TIME IN LIEU OF BREAKS	17
9.09 REST PERIODS.....	17
9.10 EMPLOYEE’S RESPONSIBILITY: WORK START TIME.....	18
9.11 WORK SCHEDULES.....	18
9.12 CHANGES IN WORK SCHEDULES	19
9.13 ASSIGNMENT OF CONSECUTIVE DAYS OFF.....	20
ARTICLE 10 - SENIORITY	20
10.01 SENIORITY ENTITLEMENT DEFINED.....	20
10.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT	22
10.03 SENIORITY LISTS	22
10.04 SENIORITY LOST	22
10.05 TEMPORARY POSITIONS.....	23
ARTICLE 11 - JOB POSTING, TRANSFERS, LAYOFF AND RECALL	24
11.01 JOB POSTING	24
11.02 PROMOTION AND TRANSFER TRIAL PERIOD	24
11.03 LAYOFF AND RECALL PROCEDURE	25
11.04 NOTICE OF LAYOFF	25
ARTICLE 12 - ADMINISTRATION	26
12.01 WAGE RATES	26
12.02 COMBINED CLASSIFICATIONS	26
12.03 NEW CLASSIFICATIONS	26
12.04 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION	26
12.05 ELECTION DAYS.....	27
ARTICLE 13 - STATUTORY HOLIDAYS	27
13.01 STATUTORY HOLIDAYS.....	27
13.02 STATUTORY HOLIDAY FALLING ON DAY OFF.....	27
13.03 PAYMENT FOR STATUTORY HOLIDAY	27
13.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY.....	29
13.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT.....	29
13.06 STATUTORY HOLIDAY DURING EMPLOYEE’S VACATION.....	29
ARTICLE 14 - ANNUAL VACATION	30
14.01 ANNUAL VACATION PAY: EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE	30
14.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS	30
14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY	30
14.04 VACATIONS TO BE TAKEN BY DECEMBER 31 ST	31
ARTICLE 15 - HEALTH AND WELFARE/BENEFITS	31
15.01 PREMIUMS.....	31
15.02 ELIGIBILITY	32

15.03	QUALIFICATIONS FOR BENEFITS	33
15.04	BENEFIT PLAN.....	34
15.05	DOCTOR'S AND PHYSICIAN'S NOTES	34
ARTICLE 16	— GROUP PENSION PLAN	34
16.01	PENSION CONTRIBUTIONS.....	34
16.02	PENSION PLAN CONTRIBUTIONS.....	35
ARTICLE 17	- LEAVES OF ABSENCE	36
17.01	LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE.....	36
17.02	LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS.....	36
17.03	COURT ATTENDANCE	37
17.04	BEREAVEMENT LEAVE.....	37
17.05	JURY AND WITNESS DUTY	38
17.06	GENERAL LIMITATION ON LEAVES OF ABSENCE.....	38
17.07	MATERNITY AND PARENTAL LEAVE	38
17.08	COMPASSIONATE CARE LEAVE	39
17.09	FAMILY RESPONSIBILITY LEAVE.....	39
17.10	SICK LEAVE BENEFITS	40
ARTICLE 18	- MISCELLANEOUS EMPLOYEE ENTITLEMENTS	40
18.01	PROTECTED WORKING CONDITIONS.....	40
18.02	STAFF MEALS	40
18.03	EMPLOYEE ATTENDANCE AT STAFF MEETINGS.....	41
18.04	EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY	41
18.05	PERSONAL EFFECTS.....	41
18.06	EMPLOYEES WORKING AT NIGHT.....	41
18.07	CASHING OUT	42
18.08	TIPS AND GRATUITIES.....	42
18.09	TOOLS AND KITCHEN EQUIPMENT.....	44
18.10	CROSS TRAINING	44
18.11	ECO-TRANSIT BENEFIT.....	44
ARTICLE 19	— HEALTH AND SAFETY	45
19.01	HEALTH AND SAFETY COMMITTEE.....	45
19.02	INJURED WORKER PROVISIONS	47
19.03	FIRST AID ATTENDANT	47
19.04	WORKERS' COMPENSATION BOARD.....	47
19.05	INFORMATION FOR THE COMMITTEE	47
19.06	RIGHT TO REFUSE UNSAFE WORK.....	48
19.07	PROPER TRAINING AND EDUCATION.....	49
19.08	DUTY TO ACCOMMODATE.....	49
19.09	NATIONAL DAY OF MOURNING	49
19.10	PROTECTIVE EQUIPMENT	49
19.11	ERGONOMIC REQUIREMENTS.....	50
19.12	SPECIAL AND SAFETY FOOTWEAR.....	50
ARTICLE 20	- EMPLOYEE CONDUCT AND DRESS	50
20.01	HOUSE RULES GOVERNING EMPLOYEE CONDUCT	50
20.02	UNCONVENTIONAL MODE OF DRESS.....	51
20.03	SPECIAL UNIFORMS	51
20.04	UNIFORMS.....	51

ARTICLE 21 - DISCIPLINE AND DISCHARGE OF EMPLOYEES51

 21.01 DISCIPLINE AND DISCHARGE 51

 21.02 DISCIPLINARY NOTATIONS..... 52

 21.03 UNION REPRESENTATION AT DISCIPLINARY MEETINGS..... 52

ARTICLE 22 - GRIEVANCE PROCEDURE.....52

 22.01 DEFINITION AND RECOGNITION OF A GRIEVANCE 52

 22.02 INFORMAL STEP 52

 22.03 STEP ONE 53

 22.04 STEP TWO..... 53

 22.05 STEP THREE..... 54

 22.06 UNION AND EMPLOYER POLICY OR GROUP GRIEVANCES 54

 22.07 TIME LIMITS 54

 22.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES 54

 22.09 SINGLE ARBITRATOR 54

 22.10 ARBITRATION HEARING AND AWARD 55

 22.11 AUTHORITY OF THE ARBITRATOR 55

 22.12 COST SHARING..... 55

ARTICLE 23 - DEFINITIONS55

 23.01 OBJECTIVE INTERPRETATION 55

 23.02 TIME SPAN REFERENCES 55

 23.03 SPECIFIC DEFINITIONS 55

ARTICLE 24 – HOUSEKEEPING WORKLOAD.....56

 24.01 HOUSEKEEPING WORKLOAD..... 56

 24.02 HOUSEKEEPING WORKLOAD MEETING 57

 24.03 REST PERIODS..... 57

 24.04 NAME CARDS 57

ARTICLE 25 – SECURITY GUARDS.....57

 25.01 SECURITY GUARDS..... 57

ARTICLE 26 – WOMENS ADVOCATE57

 26.01 WOMEN'S ADVOCATE 57

ARTICLE 27 - SIGNATURES59

APPENDIX "A" – WAGES.....60

APPENDIX "B" – STATUTORY HOLIDAY DATES65

LETTER OF UNDERSTANDING #1.....66

 RE: VACATION SCHEDULING..... 66

LETTER OF UNDERSTANDING #2.....68

 RE: ROOMS CREDIT LIST..... 68

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 22 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 September 1, 2020 and up to and including August 31, 2021.

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 of British Columbia*.

- (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.

2.02 LABOUR RELATIONS CODE — SECTIONS 50(2) AND 50(3) EXCLUDED

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

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 may contract out work to other businesses or individuals under the following circumstances: Prior to any new contracting out the Employer will provide the Union with advance notice of the service being contracted out, hours expected to be completed, and provide the Union the ability to propose an alternative to contracting out.

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

Labour Relations Board, subject to the exclusions subsequently ordered by the *Labour Relations Board* or recognized by the Parties.

- (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 RECOGNITION OF LEGAL PICKET LINES

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 Section 65 of the *Labour Relations Code of British Columbia*.

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

The Parties agree that Management may continue to perform bargaining unit work in accordance with current practices, provided that:

- (a) Such performance of bargaining unit work does not cause a layoff or a reduction of hours of bargaining unit personnel, and
- (b) The Management personnel will not be used to replace absent bargaining unit employees, except in the case of an unexpected absence of a scheduled employee.

3.04 HUMAN RIGHTS

- (a) **Discrimination/Harassment Prohibited**

The Company and the Union agree that discrimination and/or harassment of any employee because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person is absolutely prohibited.

Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

(b) Definition of Harassment

The definition of harassment is behaviour which denies the employee their dignity and respect; or, is unwanted, unwelcome, unsolicited sexually oriented behaviour including:

- (i) Touching which is expressed to be inappropriate and unwanted**
- (ii) Suggestive remarks or other verbal abuse with a sexual connotation**
- (iii) Demands for sexual favours**

(c) Complaint Procedure

Any complaint involving allegations of harassment may be reported in confidence directly to the Manager, the Company's Labour Relations Representative and/or the Union.

All complaints will be investigated promptly, thoroughly and in a manner that protects the privacy interest of all involved — the accused offender as well as the complainant.

The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures.

The individual accused of harassment has the right to know and respond to all allegations.

The Company will take actions it considers appropriate to resolve the complaint. Should the complainant decide appropriate action has not been taken; a grievance may be filed and admitted at Step 2 of the grievance procedure.

(d) Right of Arbitrator

An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have jurisdiction to:

- (i) dismiss the complaint or grievance;**
- (ii) determine the appropriate redress regarding the complaint or grievance**

(e) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.

(f) **Transfer of Harasser**

Where the harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

(g) **Redress through External Legal Avenues**

Nothing in this Article shall be considered to negate the entitlement of an employee to seek redress through external legal avenues.

(h) **Human Rights and Harassment Training**

The Company will ensure that paid harassment and discrimination training will be scheduled for all employees in the hotel within twelve (12) months of ratification.

The Company will ensure that all new employees shall receive paid harassment and discrimination training during orientation.

The Union will be consulted in developing the materials to be presented during these training sessions and the Employer will include any reasonable proposals from the Union in the material. Representatives from the Union will be permitted to attend all of these sessions and participate in the discussion at no cost to the Company.

Refresher courses on harassment and discrimination will be scheduled as necessary.

3.05 UNION HOUSE OR UNION BAR

The Employer agrees to post the Union House or Union Bar Card in a conspicuous place.

3.06 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS

(a) An authorized representative of the Union shall be permitted reasonable access to the workplace, provided that such access has been approved through the Human Resources Department, does not disrupt the employees' scheduled duties, and occurs during standard business hours, unless an alternative time has been agreed to. Such access shall not be unreasonably denied or abused.

(b) The Company agrees to provide the Union with a Bulletin Board upon which an authorized representative of the Union may post bulletins pertaining to Union business, election of officers, social and recreational events.

3.07 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

No employee shall be compelled to or allowed to enter into any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein.

3.08 PAID BARGAINING TIME

The Employer shall make whole and cover the lost wages and benefit costs for fifty percent (50%) of the cost of three (3) Bargaining Committee members for the time spent in collective bargaining meetings including mediation.

These employees shall suffer no loss of seniority or any other benefit for their participation in collective bargaining.

3.09 PRINTING OF COLLECTIVE AGREEMENTS

Each employee will be provided with a booklet-sized copy of the Collective Agreement which will be printed in a Union printing shop at Employer expense to a maximum of one thousand dollars (\$,1000).

The Employer and the Union will work together to get several quotes from Unionized suppliers to ensure that the booklets are printed at the lowest cost.

Sufficient copies will be printed so as to supply all current employees and cover anticipated employee turnover. Extra copies will also be printed for the Union and Management as necessary for the ongoing collective agreement administration.

An electronic copy will be made available for all employees.

3.10 PAID EDUCATION LEAVE

Effective September 1st, 2013, the Company agrees to pay into a special fund; two cents (\$.02) per hour per employee for all compensated hours for the purpose of providing paid education leave.

Effective September 1st, 2014, the Company agrees to pay into a special fund; four cents (\$.04) per hour per employee for all compensated hours for the purpose of providing paid education leave.

Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor.

Cheques shall be made payable to:

Unifor Leadership Training Fund
Unifor Canada
205 Placer Court
Toronto, Ontario M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first (1st) day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

3.11 DOMESTIC VIOLENCE

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees to consider that an employee who is in an abusive or violent situation may not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

Absences which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed two (2) months. The Employer may request documentation to substantiate the leave. It is understood this is over and above any rights that may be passed in law.

ARTICLE 4 - UNION SECURITY

4.01 MEMBERSHIP

All employees who are now members of the Union or who may become members shall remain members in good standing as a condition of employment.

4.02 NEW EMPLOYEES

- (a) 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 refer such employees to the Union for purposes of obtaining a Union card.
- (b) All employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.
- (c) The Company will provide each employee with twenty (20) minutes, paid union orientation. This orientation will be scheduled as part of the Employer's new hire orientation.

4.03 CHECK-OFF: ASSIGNMENT OF WAGES

- (a) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, Union dues, assessments and arrears, as required by Article 4.04.

4.04 CHECK-OFF: PROCESS AND PROCEDURES

- (a) The Employer agrees to deduct initiation fees, Union dues, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form.

In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.

- (c) All monies deducted from employees' earnings pursuant to this article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month following the month in which the dues were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, Union dues, assessments and arrears, and of any changes in the amounts to be deducted.

In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.

- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.

- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it as per Article 4.04 (c).
- (g) The Employer agrees to include Union dues on each employee's T-4 slip.
- (h) In the event that the Union alleges any violation by the Employer of this article, notice of such alleged violation shall be given to the Employer in writing.

If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

4.05 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 not signed a written assignment of wages to pay initiation fees;
- (c) has revoked their written assignment of wages to pay initiation fees, Union dues or Union assessments;

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.

4.06 COMPANY POLICIES

The Company agrees to provide the Union with thirty (30) calendar days written notice when policies are created or changed.

ARTICLE 5 - UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union shall elect from among the employees, and the Employer shall recognize, Shop Stewards in each of the Employer's Departments.

The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.

- (b) The Employer agrees to recognize a duly appointed or elected Shop Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Shop Steward's first obligation is the fulfilment of their responsibilities as an employee.

Stewards and other Union officials will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be unreasonably withheld.

- (d) The Union Steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Stewards during their regular working hours in reporting and resolving grievances, as per (c) above, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- (h) The Parties agree that there should be one Shop Steward in each Department. The absence of such representation shall not result in an undue delay of the proceedings or any added cost to the Employer.

5.02 MANAGEMENT AND UNION STEWARDS MEETING

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

It is agreed that the Union staff representative may attend these meetings from time to time.

- (b) A maximum of three (3) Shop Stewards will be permitted to attend such meetings and they will be paid for the time spent in such meetings at straight time rates. The time and location of such meetings will be mutually agreed between the Parties.

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

The Union Stewards and the Employer shall agree on the minutes within two (2) weeks of each meeting.

- (d) Where the Parties mutually agree that there are no problems, it will not be necessary to convene the monthly meetings.
- (e) It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the *Labour Relations Code*.

ARTICLE 6 - RESERVATIONS TO MANAGEMENT

6.01 RIGHT TO MANAGE

The Union recognizes the right of the Company to operate and manage its business in all respects.

6.02 SPECIFIC RIGHTS

Without limiting the generality of 6.01, it is agreed that the Company has the following rights:

- (a) The hiring, direction of, assignment of work to the employees;
- (b) The right to promote, demote, transfer and lay off employees;
- (c) The right to suspend, discipline and discharge employees for just and reasonable cause;
- (d) The evaluation of job performance;
- (e) The making, publication and enforcement of reasonable rules for the promotion of safety, efficiency and discipline, and for the protection of employees, customers, records, equipment, inventory and operations;
- (f) The establishment of new classification;
- (g) Scheduling of daily and weekly hours of work subject to this Agreement.

6.03 RIGHTS TO BE EXERCISED CONSISTENT WITH THE COLLECTIVE AGREEMENT

The Company agrees that such rights as herein provided will be exercised in a manner consistent with the terms of this Agreement.

Any exercising of these rights in conflict with a provision of this Agreement shall be subject to the grievance procedure.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 PROBATION PERIOD

- (a) New employees will be on probation for the first four (4) calendar months of employment or four hundred and eighty (480) hours from the date of hire, whichever comes first.
- (b) Where a written performance evaluation indicates doubt as to the probationary employee's suitability for status as a regular employee, the Employer may extend the probation period for up to one hundred and twenty (120) hours of work or one (1) calendar month, whichever occurs first.
- (c) In instances where an employee is on bona fide sick leave or Workers' Compensation during the probationary period, probation shall be suspended until the employee returns to work.

ARTICLE 8 - EMPLOYEE TRAINING PROGRAMMES

8.01 TRAINING PROGRAMMES NOTIFICATION

The Employer agrees to notify the Union of any training programme which the Employer may undertake with persons who are not employed by the Employer prior to the programme (for example, a student practicum training programme).

The Employer agrees further that any training of a person not employed by the Employer shall not result in the reduction of hours of any employee.

8.02 TRAINING PROGRAM

- (a) The Company will canvass employees for interest in becoming a Trainer. Employees chosen to work as a Trainer will be selected on the basis of skills, ability, and qualifications. In the event that two (2) or more applicants have the necessary skills, ability, and qualifications, the applicant with the greater length of continuous service with the Employer shall be selected for the position.
- (b) Employees who work as a Trainer will be paid a premium of one dollar (\$1.00) per hour for all hours spent in approved training or preparing to train.

8.03 APPRENTICESHIP PROGRAM

- (a) Employees interested in applying to join the Apprenticeship Program must apply for and be awarded a job posting as a Third Cook or hold this position already.

In the event that one or more Third Cooks apply for an Apprenticeship position, the applicant with the greater classification seniority and written commitment to complete the full measure of the Apprenticeship program shall be selected for the position.

An Apprenticeship agreement will be signed between the employee and the hotel outlining the requirements of the program.

When the Company decides to open up apprenticeship positions, the Company will canvass current employees in the Kitchen Department and then in the rest of the hotel for interest in applying for a Third Cook position in order to become eligible to apply for entry into the apprenticeship program.

If there are no qualified internal applicants selected pursuant to the provisions of Article 11.01 (c), the Company shall then fill the position externally.

- (b) The Apprenticeship program will include rotating shifts and work areas for apprentices in line with the seniority and scheduling provisions of the Collective Agreement.
- (c) The Company will also reimburse fifty percent (50%) of the necessary cost of any course fees and textbooks upon registration and the balance of the costs upon successful completion of the course.

In the event that the Apprentice leaves employment with the Company within one (1) year of successful completion of the course, then the Apprentice will fully reimburse the Company for all costs of course fees and text books and will sign a form authorizing the deduction on these conditions at the time of application for funds.

The Company will maintain the full payment for the benefit premiums and remit RRSP contributions for apprentices while they are attending any courses related to the apprenticeship.

- (d) If there is doubt as to the ability of an Apprentice to continue in the program, a meeting will be convened between the Company, the Union and the Apprentice to discuss the situation prior to cancellation of the apprenticeship agreement based on a test of suitability.

- (e) Upon successful completion of the Apprenticeship program, the employee will remain classified as a Third Cook and will be considered to have the skills, ability and qualifications for a Second Cook position if one becomes available or if there is an existing position posted.

Should no position exist, then the employee shall maintain the rate applicable to the classification of Third Cook until such time as the employee becomes the successful applicant to a posting for such a higher-rated classification.

- (f) Apprentices will not be used to displace or replace other positions.

ARTICLE 9 - HOURS OF WORK

9.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall exclude one half hour unpaid lunch period, and shall conform with the following guidelines:

- (i) not more than eight (8) hours in any one (1) day;
- (ii) not more than five (5) working days in any seven (7) day work week;
- (iii) not more than forty (40) hours in any five (5) working day period.

- (b) Employees will not have their normal length of shift and/or hours of work reduced to accommodate changes involved in switching to and from, daylight savings time, and they shall be paid in accordance with the actual number of hours worked.

- (c) Employees who work in excess of the above shall be paid as follows:

- 8 - 11 hours/day 1.5x
- 11 + 2.0x
- 40 - 44 hours/week 1.5x
- 44 + hours/week 2.0x

- (d) Notwithstanding the provisions of Articles 9.01 and 9.07, the Parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement.

Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on the sixth (6th) consecutive day, provided that the additional hours do not result in the employee working more than forty (40) hours in the six (6) days at straight time.

Such an employee may decline the additional hours without affecting his/her rights under this Agreement. All sixth shifts shall be offered in order of seniority in the classification where the work is available.

- (e) Employees are entitled to have eight (8) clear hours off between the end of one (1) shift and the beginning of their next shift. However, where an employee requests that shifts be scheduled with less than eight (8) hours between shifts as set out above, there shall be no additional cost to the Employer for agreeing to the employee's request.

9.02 SPLIT SHIFTS

- (a) Where split shifts are assigned by the Employer, they must conform with the following guidelines.
 - (i) no shift of less than seven (7) 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 with in a twelve (12) hour period.
- (b) Employees working a split shift shall receive a premium of one (1) hours' pay at straight time rates.

9.03 SHIFT HOURS

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

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of five (5), six (6), seven (7) or eight (8) hours may be assigned, subject to the provisions of Article 9.05.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

9.04 MAXIMIZING THE LENGTH OF SHIFTS

- (a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of seven (7), six (6), five (5) or four (4) hours.
- (b) The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts.

9.05 ASSIGNMENT OF SHIFTS BY SENIORITY

- (a) Within Departments and classifications, the Employer must offer and assign the longest shifts to employees with the most seniority. If a more senior employee declines a longer shift in favour of an available shorter shift, then the longer shift shall be again offered on a seniority basis.

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

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.

- (b) Employees may exchange shifts with prior authorization of the Employer, and the Employer shall not unreasonably withhold authorization.

There shall be no increased cost to the Employer should employees exchange shifts with the Employer's authorization, and there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

- (c) Employees must request days off at least forty-eight (48) hours prior to the posting of the schedule and such requests will not be unreasonably denied. One employee's request may not adversely affect another employee's work schedule. The granting of such requests may result in less than a full work week.

- (d) Overtime shifts shall be offered in seniority order from among those employees who have signed the monthly Departmental overtime list. The Employer will continue to try and ensure that overtime is filled on a voluntary basis.

If it becomes necessary to schedule an overtime shift and all employees on the overtime list have declined the shift, the junior employee in the classification shall work the overtime if required, subject to the notice requirements set out in Article 9.12.

9.06 DAYS OFF

Days off in each seven (7) consecutive days subject to Article 10.01 (a) will be as follows:

- (a) All service employees shall receive two (2) consecutive days off in each seven (7) days, as far as possible.
- (b) The Employer shall not schedule an employee for more than seven (7) consecutive days, unless requested in writing by the employee.

If an employee works more than seven (7) consecutive days without having a written request on their file prior to commencing the eighth (8th) shift, applicable overtime rates shall apply.

- (c) Work performed on an employee's eighth or longer consecutive day(s) shall be paid at double time for all time worked until that employee has received one (1) day off.

9.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS

Time worked on an employee's sixth (6th) and seventh (7th) shift in a seven (7) day work week shall be paid at overtime rates as per Article 9.01 (b).

9.08 PAYMENT FOR TIME IN LIEU OF BREAKS

With Management's prior approval, employees who cannot get a meal break shall be paid:

- five and one-half (5 ½) hours worked - six (6) hours pay;
- six (6) hours worked - six and one-half (6 ½) hours pay;
- seven and one-half (7 ½) hours worked - eight (8) hours pay;
- eight (8) hours worked - eight and one-half (8 ½) hours pay.

Where an employee is required to remain on the hotel property during their meal break, the employee shall be paid for their meal break at straight time.

Employees who are required to work during their break will be given equivalent time off later in the shift. Where such time off cannot be scheduled during the shift, the meal break shall be paid at straight time rates.

Employees who work on shifts which commence after 10:00 p.m. shall receive a thirty (30) minute paid meal break in addition to their paid rest periods.

9.09 REST PERIODS

- (a) All employees are entitled to 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 (2) ten (10) minute rest periods
 - (v) Eight (8) hours - two (2) 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.
- (c) Each rest period shall begin from the time the employee reaches the staff lunchroom from their normal workstation.

Employees shall be permitted reasonable time from the completion of their rest period to travel back to their work station.

Travel time shall not be considered to be part of the rest period.

9.10 EMPLOYEE'S RESPONSIBILITY: WORK START TIME

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

9.11 WORK SCHEDULES

- (a) A weekly work schedule shall be posted no later than 3:00 p.m. Thursday of the week prior to the week that is scheduled in a conspicuous place for the information of all scheduled employees. The weekly work schedule shall contain the following information for each scheduled employee:
 - employee's name
 - classification
 - days off
 - starting and finishing times
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (d) The Employer will make accessible to the Departmental Shop Steward a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated. A copy of the posted schedule, with any changes, shall be provided to the Shop Steward if requested.

9.12 CHANGES IN WORK SCHEDULES

- (a) Once the weekly work schedule is posted, it is the Employer's responsibility to notify employees directly of any change in the weekly work schedule.
- (b) In situations other than emergencies, employees are entitled to forty-eight (48) hours' notice of any change in their respective schedules.
- (c) 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 or in the case of an unanticipated increase in the workload to be performed by scheduled employees, the Employer may give notice of less than forty-eight (48) hours when changing work schedules but not less than twenty-four (24) hours.

In the event that the change in schedule results in a cancellation or reduction in hours of a shift, the Employer agrees that the junior employee in the particular classification will have their shift cancelled or have their hours reduced.

- (d) In the event that the change in schedule requires replacement or additional shifts in the week, the Employer agrees to first offer the replacement or additional shift(s) to the most senior employee in the particular classification who will not exceed forty (40) regular hours of work in the week if the employee accepts the replacement or additional shift(s).

If the senior employee declines the shift(s), then the replacement or additional shift(s) shall again be offered on a seniority basis to the next senior employee in the particular classification who will not exceed forty (40) regular hours of work in the week, and so on.

- (e) In the event the replacement or additional shift(s) is not filled as provided for above, the Employer shall assign the shift(s) to the most junior employee in the particular classification who will not exceed forty (40) regular hours of work in the week, and who, is reasonably available to perform the shift(s) pursuant to the notice requirements.

In situations other than an emergency, the Employer shall give forty-eight (48) hours' notice, but not less than twenty-four (24) hours' notice.

- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 18.04 will receive notice required in Article 9.12 (b).
- (g) Employees may be offered shifts outside of their classification if there is a shortage of classified employees available to perform the work at straight and overtime rates.

Such shifts outside the classification will be offered pursuant to the seniority provisions of the Collective Agreement based upon skills, ability and qualifications first by Department and then by date of hire.

Acceptance of shifts outside of the normal classification shall be on a voluntary basis.

9.13 ASSIGNMENT OF CONSECUTIVE DAYS OFF

Every six (6) months, employees shall provide the Employer with a request for their consecutive days off. The Employer will endeavor to ensure that it does not schedule senior employees within these days, subject to operation needs.

ARTICLE 10 - SENIORITY

10.01 SENIORITY ENTITLEMENT DEFINED

(a) Seniority

Seniority is defined as an employee's original date of hire at the hotel, which will include service at the Quality Inn as per the employee's recorded date of hire.

(b) Classification Seniority

Classification seniority is defined as an employee's date of hire at the hotel.

(c) Department

For the purposes of this Agreement, the term "Department" shall be understood to mean those Departments identified within this Agreement.

(d) Seniority and Layoff and Recall

Seniority shall be used to determine the order of layoff and recall within a classification within a particular Department, in accordance with the terms of Article 11.03.

(e) Seniority Lists

Seniority lists will be updated every six (6) months.

(f) Seniority List and Date of Hire

The Employer will post a seniority list showing each employee's date of hire and hours of work in their classification in accordance with (a) above within thirty (30) days of ratification.

Any objections to the list must be registered within thirty (30) days of posting.

(g) Seniority and Annual Vacation Entitlement

Annual vacation entitlement will be determined by the employee's total years of service with the Hotel in accordance with (a) above.

(h) Seniority Hours

Seniority hours shall include the following:

- (i) time lost as a result of illness or injury;
- (ii) authorized LOA up to three (3) months/year;
- (iii) maternity and parental leave;
- (iv) all Company paid time off;
- (v) Union leave;
- (vi) jury and witness duty;
- (vii) bereavement leave in accordance with Article 17.04.

(i) Hours worked in a different classification as a result of a temporary posting shall accrue to the seniority of the employee.

(j) Extra temporary work outside the classification shall be offered in seniority first within the Department and then within the hotel, provided such senior person possesses the necessary skills, ability and qualifications to perform the full measure of the work required with a reasonable orientation period. This shall not affect the operation of Article 11.

(k) An employee who is appointed to a position which is excluded from the bargaining unit shall have up to ninety (90) days to return to the bargaining unit without loss of seniority.

(l) Duty to Accommodate

The Employer recognizes that there may be circumstances where it is appropriate to give preference to employees who cannot perform their own duties or be adequately accommodated in their own classification due to health reasons.

In such cases and upon mutual agreement between the Company, the Union and the employee, such employees may be placed in a vacant position or move to another classification in line with their overall date of hire, providing they can successfully demonstrate their ability to perform the work satisfactorily within a brief period of familiarization and normal training.

10.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT

A probationary employee does not have seniority during the probation period, but upon successful completion of the probationary period, the employee is then credited with seniority to date of hire.

10.03 SENIORITY LISTS

- (a) The Employer agrees to post Departmental seniority lists on or before March 31st in each calendar year and updated every six (6) months.

The Seniority List shall contain the following information:

1. employees name;
2. date of hire;
3. employees Department;

- (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 this Agreement.

- (c) At the time of posting, a copy of the Seniority Lists shall be given to the Shop Chairperson and one copy to the Union Staff Representative.
- (d) New employees will be added to the list at the time they attain seniority.
- (e) At the time of posting the Seniority List, the Employer will provide the Union with a list of all employees which will include their addresses and telephone numbers.

10.04 SENIORITY LOST

Seniority will be lost and the employee's name will be removed from the seniority list when an employee:

- (a) voluntarily terminates their employment;

- (b) is discharged for just and reasonable cause;
- (c) is on layoff more than nine (9) consecutive months; or in the case of layoffs due to renovations to the hotel, until the renovations are complete, whichever is longer;
- (d) does not return to work on the date specified following an approved leave of absence.

10.05 TEMPORARY POSITIONS

- (a) The Employer may establish temporary positions with a duration not to exceed six (6) calendar months. Wherever possible, the Employer will maximize the length of the posting in order to minimize the number of temporary employees.
- (b) Temporary vacancies shall be posted in accordance with Article 11.01 (a).
- (c) If a regular employee is appointed to the temporary vacancy, the regular employee shall receive the full job rate for the position and shall return to his/her former classification at the end of the temporary vacancy.
- (d) If the temporary position is filled by a new employee, the employee shall be considered to be a probationary employee for the duration of the temporary position.

The employee shall be considered to be laid off at the end of the temporary posting and shall not have recall rights.

- (e) If the temporary vacancy is extended beyond six (6) calendar months, within the time period specified in (f) below, it shall be considered to be a regular position and the employee shall be covered by all of the terms of the Collective Agreement which apply to regular employees, including layoff and recall rights. In this case, all hours worked in the position will be credited back to the date of hire.
- (f) Temporary positions shall not begin before April 1, and shall not extend beyond October 31st of any year.
- (g) The Employer will identify temporary employees on the seniority list.
- (h) Nothing precludes a temporary employee from applying for other vacancies.
- (i) Notwithstanding the above, the Employer may hire temporary employees in cases of WCB, STD, Maternity leave, Parental leave and Adoption leave up to a maximum of one year.

- (j) An employee who is awarded a temporary vacancy agrees to occupy the temporary vacancy for the entire duration of the temporary vacancy.

ARTICLE 11 - JOB POSTING, TRANSFERS, LAYOFF AND RECALL

11.01 JOB POSTING

- (a) All openings, permanent or temporary, in classifications which are known in advance of the date they are required will be posted on the job posting board for a period of five (5) days in order that employees currently on payroll may have the opportunity to apply to fill the opening.

An employee who is absent from work due to a layoff, or any vacation or other leave, or who regularly works less than five (5) shifts per week, may submit a written request to be considered for a particular job posting or postings which may occur during their absence.

- (b) Qualified employees who have indicated in writing their interest in applying for another job shall be given consideration prior to the hiring of a new employee.
- (c) Vacant positions which are posted pursuant in paragraph (a) above will be filled on the basis of skills, ability and qualifications. In the event that two or more applicants have the necessary qualifications, skills and ability, the applicant with the greater length of continuous service with the Employer shall be selected for the position.

11.02 PROMOTION AND TRANSFER TRIAL PERIOD

- (a) Any employee who is selected to fill a posted job vacancy or transfer appointment by the Employer, shall be on a trial period for up to sixty (60) days. During this trial period, the employee must demonstrate that they can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should he/she decide during the trial period that they do not want to continue in the job, then the employee may be returned to their former job.

In such cases, the Employer shall have the right to require all employees who changed job positions, to move back into their job positions and wage rates, which they occupied prior to the posting.

11.03 LAYOFF AND RECALL PROCEDURE

- (a) When layoff occurs within a Department, the employee with the least seniority within the particular classification shall be the first laid off.
- (b) Regular employees who are affected by a lay-off which is anticipated to be in excess of thirty (30) calendar days may use their date of hire to displace a less senior employee in any classification within their Department, provided the employee is able to perform the work as a result of having previously performed work in that position for thirty (30) shifts or more.
- (c) An employee who bumps to a classification within their Department shall have classification seniority in their new classification according to their length of service in the Department and shall, if a layoff occurs, be laid off accordingly and shall be recalled in inverse order to that in which they were laid off.
- (d) In the event of a layoff, the order of layoff within the affected classification and Department shall be as follows:

Probationary employees, then employees with the least seniority within the Classification.

- (e) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.
- (f) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall.

Failure on the part of the employee to provide this information may result in the employee forfeiting their recall rights.

- (g) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact) or registered mail. Any employee failing to report for duty within sixty (60) hours, from the time of such notification, shall be considered to have resigned without notice.

11.04 NOTICE OF LAYOFF

A regular employee who is to be laid off; and where that the layoff is anticipated to be in excess of thirty (30) calendar days, the employee will receive the following notice of layoff or pay in lieu of notice of layoff:

- after three (3) consecutive months of employment, one (1) week,
- after twelve (12) consecutive months of employment, two (2) weeks,

- after three (3) consecutive years of employment, three (3) weeks plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks.

ARTICLE 12 - ADMINISTRATION

12.01 WAGE RATES

The wage rates provided in the attached applicable appendix shall cover the classifications and shall remain in effect throughout the specified or extended term of this Agreement.

12.02 COMBINED CLASSIFICATIONS

Where an employee occupies a position, which combines two (2) or more classifications of work (except as otherwise provided), they shall be paid at the rate of the highest classification provided they work in such higher classification for all hours spent working in the higher classification up to four hours.

Where an employee spends more than four (4) hours working in the higher classification, he/she shall be paid at the higher rate for the duration of his/her shift.

12.03 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.

12.04 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION

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

12.05 ELECTION DAYS

No wages shall be deducted for time lost on election days. The regular work schedule will prevail for Federal and Provincial elections.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 STATUTORY HOLIDAYS

The following shall be considered statutory holidays:

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

Exact dates for statutory holidays will be as defined in Appendix "B" of this Agreement.

13.02 STATUTORY HOLIDAY FALLING ON DAY OFF

In the event that an employee's day off falls on a statutory holiday the employee shall receive their normal days wages as calculated in Article 13.03 (b).

13.03 PAYMENT FOR STATUTORY HOLIDAY

- (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) For purposes of this Article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by the number of days worked 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.

- (c) An employee who is scheduled by the Employer to work on a statutory holiday shall be paid one and one-half (1 ½) times their normal wage rate for any hours so worked up to eight (8) and double time (2x) for all hours worked thereafter, on all statutory holidays in addition to the payment provided for in (a) above.
- (d) Employees may elect to bank statutory holidays to a maximum of sixty (60) hours at any one time.

If employees exceed sixty (60) hours in their statutory holiday bank, the excess above sixty (60) hours may be paid out unless there are reasonable extenuating circumstances explaining the accumulation.

Banked statutory holidays shall be taken at a mutually agreed time which shall be no later than nine (9) months following the date of the statutory holiday.

- (e) The Employer will use its best efforts based on bona-fide operational requirements to ensure that a reasonable number of employees are allowed to take a banked statutory holiday at any one time.

If there are problems relating to continuous denials of banked statutory holiday time off in a Department, the Employer will advise the Union and a meeting will be convened to discuss the problem to canvass possible solutions.

The Union may also request a meeting to discuss problems with employees getting banked statutory holidays approved.

Requests to take a banked statutory holiday will be made in writing and shall be granted within fourteen (14) calendar days of the request on a first-come, first served basis.

If the employee does not receive a written response to their application within fourteen (14) calendar days, the request for time off with pay will be deemed to have been approved and cannot be changed except by mutual agreement.

The employee must have written confirmation that their Department Manager has received their request to take a banked statutory holiday off and the Department Manager will give employees a copy of the necessary form with their signature on it for record-keeping at the time of the request.

Extensions to this time period for approval may be mutually agreed in writing between the Employer and the Union and requests for extensions shall not be unreasonably denied.

13.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a statutory holiday, employees must have been employed for thirty (30) calendar days or more, and, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in paragraph (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, and any abuse of this provision by an employee may be cause for discipline.

The application of this clause shall not result in payment of the statutory holiday from more than one source.

- (c) If an employee is eligible for statutory holiday pay in accordance with (a) and (b) above, then the amount paid shall be in accordance with the formula contained in Article 13.03 (b).

13.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

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, they shall not receive any pay for such holiday.

13.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

- (a) Should any statutory holiday occur during an employee's vacation period, the formula in Article 13.03 (b) shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced.

The employee shall receive this amount in addition to vacation pay.

The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period.

- (b) Should a statutory holiday fall during the first week immediately following the end of an employee's vacation the formula in Article 13.03 (b) will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.

- (c) Should a statutory holiday fall during the second week immediately following the end of an employee's vacation the formula in Article 13.03 (b) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

ARTICLE 14 - ANNUAL VACATION

14.01 ANNUAL VACATION PAY: EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE

Employees with less than one (1) year of completed service, will receive annual vacation pay in accordance with the provisions of applicable legislation.

14.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS

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

Completed Years of Service	Annual Vacation Time	Vacation Pay
0 - 4 years	2 weeks	4%
5 -10 years	3 weeks	6%
11 — 20 years	4 weeks	8%
21 — 24 years	5 weeks	10%
25 years or more	6 weeks	12%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service.
- (c) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.
- (d) "Gross earnings" shall include all earnings from the payment of straight time and overtime.

14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

- (a) Employees shall have preference in respect to annual vacations, within their Department and classification, according to the date of hire, provided they file applications before January 31st of each year for vacations to be taken during that year.

The Employer agrees to post the approved vacation schedule no later than March 1st in each calendar year.

- (b) Employees who apply for vacation after March 1st shall have their vacation request approved within fourteen (14) calendar days of application.

If the employee does not receive a written response to their application within fourteen (14) calendar days, their request for a vacation will be deemed to have been approved and cannot be changed except by mutual agreement.

The employee must have written confirmation that their Department Manager has received their request to take a vacation and the Department Manager will give employees a copy of the necessary form with their signature on it for record-keeping at the time of the request.

Extensions to this time period for approval may be mutually agreed in writing between the Employer and the Union and requests for extensions shall not be unreasonably denied.

- (c) The Employer will use its best efforts based on bona-fide operational requirements to ensure that a reasonable number of employees are allowed to take a vacation at any one time.

If there are problems relating to continuous denials of vacation time off in a Department, the Employer will advise the Union and a meeting will be convened to discuss the problem to canvass possible solutions.

The Union may also request a meeting to discuss problems with employees getting vacation approved.

14.04 VACATIONS TO BE TAKEN BY DECEMBER 31ST

- (a) All vacation time must be scheduled at a time to be mutually agreed upon by the Employer and the employee on or before the thirty-first (31st) day of December in each and every year. Un-booked vacation will then be taken by the end of June the following year.
- (b) Employees may request that their vacations be banked to be taken during the following calendar year. Such requests shall not be unreasonably denied.

ARTICLE 15 - HEALTH AND WELFARE/BENEFITS

15.01 PREMIUMS

The Employer will continue to pay MSP and Health & Welfare premiums for up to twelve (12) calendar months for employees absent on WCB, medical leave, jury and witness duty,

maternity/parental/adoption leave, compassionate care leave and family responsibility leave with the exception of personal leaves.

The Employer shall pay all premiums for the following Health and Welfare Benefit Plans subject to the following schedule:

- (a) For Employees hired after September 1, 2013, the cost of the Health and Welfare Benefit Plan shall be shared on a fifty percent (50%) by the Employer and fifty percent (50%) by the employee for those employees that are eligible for a maximum of twelve (12) months.
- (b) Once an employee has paid his/her fifty (50%) percent share of the Benefit Plan premiums as set out in (a) above, one hundred percent (100%) of the premiums shall be paid for by the Employer.
- (c) For greater certainty, the fifty percent (50%) - fifty percent (50%) cost share as set out in (a) above, shall not exceed twelve (12) months over the course of the career of any employee including times where an employee becomes disqualified for the benefit plans and must then re-qualify pursuant to Article 15.02.

When an employee re-qualifies for participation in the benefit plans, the twelve (12) month period shall pick up where that employee left off and on only the remaining months shall be subject to the fifty percent (50%) - fifty percent (50%) cost share.

- (d) Where an employee has been employed for a continuous twenty-four (24) month consecutive period and has either qualified, or, qualified and disqualified any number of times, that employee shall be deemed to have served his/her twelve (12) month cost share period and the Employer shall be required to pay one hundred percent (100%) of the benefit plans.
- (e) MSP coverage only may be waived in writing by the employee.

15.02 ELIGIBILITY

- (a) **Regular Employees**

Regular employees shall be eligible for coverage under Article 15 - Health and Welfare, as follows:

- (i) Full benefit coverage under Article 15 will commence as soon as the employee has completed probation and has worked three hundred and sixty (360) hours in any three (3) consecutive month period.

(ii) Where the employee has qualified for benefit coverage under subsection (a), and subsequently fails to maintain three hundred and sixty (360) hours worked in any three (3) month period, the employee shall be notified by the Company prior to termination of coverage and shall then have the option to continue coverage by paying one hundred percent (100%) of the premiums until they re-qualify for full coverage.

(b) Temporary Employees

A temporary employee who works in excess of six (6) months and becomes a regular employee under Article 10.05 (e) shall be considered as having completed the probationary period at the end of the aforementioned five (5) months. Benefit coverage under Article 15 shall be applied as per (i) and (ii) above.

15.03 QUALIFICATIONS FOR BENEFITS

(a) The benefit carrier will determine whether an eligible employee qualifies for the benefits under the terms of the Plans. Any questions regarding an employee's qualification for benefits under the terms of the Plans shall be determined by the carrier in accordance with the terms of the Plan and will not be arbitral, except in the case where the denial is a result of the Employer failing to pay the required premiums to maintain the plan as negotiated or supply the necessary paperwork to the employee in a timely fashion.

The benefits will be provided in accordance with the formal plan documents, or policies, and any issues with respect to entitlement or payment of benefits under any of the health and welfare programs will be governed by the terms of such documents, or policies, establishing the benefit in issue.

The Employer's liability is solely limited to arranging for the plans and paying its share of the applicable premiums. The Employer is not liable for any failure or refusal of coverage by a third party for any reason.

(b) The benefits set out in this article, and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement unless the same are beyond the control of the Employer, except by negotiation and the mutual agreement between the Union and the Employer.

In the event the Company decides to change benefit carriers, the Company will (1.) notify the Union ninety (90) calendar days prior to the change; and (2.) agree that any change in carriers will not reduce the current level of benefits, eligibility requirements or benefit limitations.

15.04 BENEFIT PLAN

A copy of the full health benefit plan and any related contracts will be provided to the Union upon request. The Plan documents in effect at the date of the ratification of the current Collective Agreement shall be signed by both Parties to attest to their authenticity.

A summary of the benefit plan in effect as of the date of ratification is set out below:

- Life Insurance
- AD&D
- Extended Health
- Dental
- Vision Care; including eye exam allowance one hundred dollars (\$100.00) every two (2) years
- MSP
- Weekly Indemnity
- EFAP plan

In accordance with present coverage as identified in the applicable Plan Booklet, benefits other than MSP are not optional.

15.05 DOCTOR'S AND PHYSICIAN'S NOTES

The Employer shall pay for the completion of all Doctor's notes and Physicians notes required or requested by the Employer.

This does not include the filling out of claim forms for the purposes of initiating STD or Worksafe BC claims.

ARTICLE 16 — GROUP PENSION PLAN

16.01 PENSION CONTRIBUTIONS

Unifor Pension Plan

The Company and all employees shall contribute to the Unifor Pension Trust Fund on a voluntary basis. The Employer responsibility for the program will be to make contributions on behalf of the employees as outlined. The Plan Administrator will be responsible for all aspects of administration of the pension program and the employer will be held harmless in any aspect in the administration of the program.

The effective date of the pension plan is the first (1st) day of the calendar month following one (1) year of hire for all employees.

Three (3) months prior to the scheduled retirement date, the Administrator will provide the opportunity for a full discussion on all matters relevant to retirement benefits.

16.02 PENSION PLAN CONTRIBUTIONS

(a) Company Contributions

For each employee covered by the pension plan, the Company shall contribute as follows of his/her earnings as defined in the Collective Agreement.

SERVICE	CONTRIBUTIONS
After one (1) year of Consecutive Service	1%
After two (2) year of Consecutive Service	1.25%
After three (3) year of Consecutive Service	3%

(b) Employee Contributions

Every employee covered by the Pension Plan shall contribute as follows of his/her earnings as defined in the Collective Agreement, to be deducted from the first pay cheque of each fiscal month.

SERVICE	CONTRIBUTIONS
After one (1) year of Consecutive Service	1%
After two (2) year of Consecutive Service	1.25%
After three (3) year of Consecutive Service	3%

- (c) The pension plan contributions are payable to the Trustees of the Pension Trust Fund by the fifteenth (15th) of the month following the work month completed. The payment will include the employee's contributions.
- (d) The contributions are to be forwarded to the Pension Trust Fund Administrator as designated by the Unifor Union of Canada.
- (e) The Pension Plan Administrator agrees to provide full disclosure to a representative of the Company on a regular basis (minimum one (1) year).

Regular employees who have completed one (1) year of service effective July 1, 2016, will be eligible to participate in the pension program. The Employer's responsibility for the program will be to make contributions on behalf of the employees as outlined. The plan administrator will be responsible for all aspects of administration of the pension program and the Employer will be held harmless in any aspect in the administration of the program.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 LEAVE OF ABSENCE: 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 with no loss of seniority for the time spent on such leave.
- (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 Secretary of the Union.
- (c) An employee who obtains such a leave of absence shall provide the Employer with thirty (30) days' notice prior to their return to work.

The Employer shall not be responsible for any vacation accrued while the employee was on leave of absence. Any vacation entitlement which the employee may have prior to the commencement of the leave will either be scheduled or paid out prior to the commencement of leave.

- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

17.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to employees who are elected as a delegate to attend Union conventions or as a member of a Negotiating Committee. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, may grant up to five (5) working days leave of absence without pay for up to one (1) employee per Department at any one time, to attend bona fide Shop Steward Education programs.

Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. Such leaves shall not be unreasonably denied.

- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least fourteen (14) days prior to the commencement of such leaves.

17.03 COURT ATTENDANCE

Any employee covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal respecting the hotel in which they are employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay. Days served in proceedings shall be considered time worked.

17.04 BEREAVEMENT LEAVE

- (a) An employee is entitled to be removed for three (3) days from the work schedule at the time of the death of a member of his/her extended family. Such entitlement shall not result in any loss of wages to the employee.

Such time shall be taken by the employee at their discretion subject to the scheduling of services or possible travel requirements.

Such days may be taken in increments of one (1) day but must be taken within ninety (90) days of the death of the family member as set out in this Article.

- (b) "Extended family" shall be understood to include the employee's father-in-law or mother-in-law, son-in-law or daughter-in-law, grandparents, grandchildren, or any person who lived with the employee in a permanent manner at the time of his/her death.

- (c) An employee is entitled to be removed for five (5) days from the work schedule at the time of the death of a member of his/her immediate family.

Such entitlement shall not result in any loss of wages to the employee. Such time shall be taken by the employee at their discretion subject to the scheduling of services or possible travel requirements.

Such days may be taken in increments of one (1) day but must be taken within ninety (90) days of the death of the family member as set out in this Article.

- (d) "Immediate family" shall be understood to include the employee's parents or step parents, siblings, children (including step children) spouse (including same sex or common law), step siblings.

- (e) In the event of the death of a person who was close to the employee who does not fall under the definition of "immediate or extended family" and given that the employee made the request a minimum of three (3) days in advance, the time off to attend a funeral may be granted to the employee, with no loss of wages for that time.

- (f) The Department Manager may request a copy of the death certificate or obituary at the time the need for bereavement leave is made by the employee.

A request by an employee to his/her Department Manager for additional time off to augment bereavement leave will be considered as "compassionate leave".

The approval of additional time off is dependent on the needs of the operation and is granted on the basis that it is unpaid time. Requests for additional time off or time off to attend the funerals of close family friends shall not be unreasonably denied.

17.05 JURY AND WITNESS DUTY

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for up to six (6) months for this purpose and provided that the employee concerned deposits with the Employer any pay received, an employee shall continue to receive their full wages for such period of time.

To be eligible for this clause the employee must have attained seniority with the Hotel. Employees will not be scheduled to work during jury duty.

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

17.07 MATERNITY AND PARENTAL LEAVE

- (a) The Employer agrees to provide maternity and parental leave for periods as per the Employment Standards Act.
- (b) An employee will endeavour to provide the Employer of his/her requirements as much in advance as possible, but no later than two (2) weeks prior to the leave and with two (2) weeks' notice of return to work. Such notice shall be in writing.

17.08 COMPASSIONATE CARE LEAVE

- (a) An employee who requests leave under this section is entitled to up to eight (8) weeks unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

Requests to extend this leave shall not be unreasonably denied.

- (b) A "family member" is defined as someone who is:
- (i) in relation to an employee:
 - a member of an employee's immediate family;
 - an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
 - the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian.
 - (ii) in relation to an employee's spouse:
 - the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - (iii) anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

17.09 FAMILY RESPONSIBILITY LEAVE

- (a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family.

Requests for leaves of absence for periods exceeding five (5) days in total each year for this purpose shall not be unreasonably withheld.

- (b) An "immediate family member" is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. It includes common-law

spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the employee as a member of the employee's family.

17.10 SICK LEAVE BENEFITS

- (a) Employees who work sixteen hundred (1,600) hours or more per year in the previous year shall, upon each anniversary year of employment, have three (3) days, twenty-four (24) straight time hours sick leave with pay, placed in their sick leave bank. This leave will be used as a bridge between the waiting period and the approved short-term disability claim.

ARTICLE 18 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS

18.01 PROTECTED WORKING CONDITIONS

- (a) The Company agrees to continue its present practice with respect to the provision and cost of the following:
 - (i) Discounted Athletic Club membership
 - (ii) Discounted soft drinks
 - (iii) Free coffee/tea/juice/filtered water
 - (iv) Smoking area subject to relevant statutory regulations
 - (v) Staff room with lockers, refrigerator and microwave
 - (vi) Ten percent (10%) discount — Courtyard Café
 - (vii) The Employer shall provide a Soup Urn in the "Down-under" with bread and the supply of the Daily Soup and Bread and it shall be made available for Employees at lunch and dinner time.

18.02 STAFF MEALS

The Company agrees to provide the following for staff meals:

- (a) **Kitchen staff**

Free meals will be provided to all kitchen staff.

- (b) **All Other Staff**

A staff meal in line with current practice will be provided with the purchase of one (1) ticket at a cost of three dollars and thirty cents (\$3.30) per meal.

18.03 EMPLOYEE ATTENDANCE AT STAFF MEETINGS

- (a) Where an employee is directed by the Employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting which results in overtime shall be paid the applicable rate for overtime incurred.
- (c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.

18.04 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 their former position with a minimum of forty-eight (48) hours, with all rights and conditions which they formerly enjoyed, according to the terms of the Agreement which is in effect at the time of their return, subject to the further conditions which follow.
- (b) In the event the Employer has a concern the employee is unable to perform the normal duties of his/her position 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 seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

18.05 PERSONAL EFFECTS

The Employer agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets.

18.06 EMPLOYEES WORKING AT NIGHT

The Employer agrees that upon request employees shall be escorted by a supervisor or designate to the hotel underground parking.

The Employer further agrees, upon request to assist with a buddy system involving employees whose shift is ending at a similar time and, whose transportation destination is off the hotel property.

18.07 CASHING OUT

The Employer shall allow up to fifteen (15) minutes on the Employer's time to an employee who has the responsibility of "cashing out".

18.08 TIPS AND GRATUITIES

- (a) The Employer agrees that it has no authority over the cash tips received directly by the employee.
- (b) When the sponsor of an organized activity, such as functions, tours, etc., leaves gratuities with the Company for distribution, an amount pursuant to the following schedule:
 - Effective September 1, 2013 an amount equal to sixty-one percent (61%) shall be for the complete distribution to employees covered by this Collective Agreement who have rendered the service.
 - Effective September 1, 2014 an amount equal to sixty-four percent (64%) shall be for the complete distribution to employees covered by this Collective Agreement who have rendered the service.
 - Effective September 1, 2015 an amount equal to sixty-seven percent (67%) shall be for the complete distribution to employees covered by this Collective Agreement who have rendered the service.
 - Effective September 1, 2016 an amount equal to seventy percent (70%) shall be for the complete distribution to employees covered by this Collective Agreement who have rendered the service.

For tour groups, when baggage handling is contracted, a mandatory baggage-handling fee will be negotiated with tour organizers. The Company will not be held responsible should the tour organizer refuse to pay.

The percentage shall be ninety-eight percent (98%) which shall be for the complete distribution to employees covered by this Collective Agreement who have rendered the service.

- (c) By the 16th of each month, the Company will advise the Union Gratuities Committee of the total amount of gratuities and the Union Gratuities Committee shall in compliance with the provisions of (a) above, be responsible to provide the

Company, within seven (7) days, a detailed list indicating the name of each employee and the amount said employees are being allocated.

- (d) The Company will be responsible, following the receipt of the information as indicated in (b), to ensure that each employee whose name appears on said list have said gratuities allocation divided and added for payment on their next two (2) regular pay cheques in order to have all of the appropriate legal deductions made.

It is agreed that should an employee only be entitled to one (1) pay cheque in a month, the full amount shall be added to his/her pay cheque to ensure appropriate legal deductions are made.

- (e) Such distribution shall not apply when the sponsor determines how the hotel shall make the distribution.

It is the intent of the Company to secure gratuities in its service contracts whenever possible.

- (f) Should in the future Revenue Canada, render a decision that deductions on gratuities for personal income taxes, contributions to the Canada Pension Plan and Employment Insurance premiums are no longer required, the provisions of (b) & (c) stated above shall be substituted by the following:

- (g) In order to comply with the provisions indicated in (a) of this Article the Company shall remit in trust to the Union Gratuities Committee on the 16th day of each month the amount as stated in (a). Furthermore, the following information shall be supplied with the remittance:

A photocopy of the information sheet with:

- the name of the organized activity;
- the date of the organized activity;
- the amount of gratuities involved.

The Company will allow the practice to resume in relation to submission of gratuity sheets as was done in the past.

The parties agree to meet within ninety (90) days of the ratification of the Collective Agreement to reconcile the current Gratuity Policy with this Article of the Collective Agreement including its application to the Kitchen Staff.

It is agreed that regardless of the outcome of the reconciliation process, there shall be no further decrease in the company share of the gratuities as set out in this Article.

18.09 TOOLS AND KITCHEN EQUIPMENT

When an employee who has passed his/her probation period supplies his or her own tools or kitchen equipment, such tools or kitchen equipment broken or worn during the course of employment will be reimbursed, with receipts, up to a maximum of one hundred and fifty dollars (\$150.00) per calendar year.

18.10 CROSS TRAINING

When business levels are slower, the Employer shall post expressions of interest for employees to be cross trained within their department. Such opportunities will be offered in accordance with Article 11.01 (c).

18.11 ECO-TRANSIT BENEFIT

The Company will provide employees with a transit subsidy for their use on the following basis:

- (a) This taxable benefit will only be eligible to employees who are currently eligible for participation in the benefit plan and employees must complete one (1) year of service
- (b) The eligible employee must apply to receive the transit subsidy and transit passes for a minimum period of six (6) months at a time. Eligible employees may sign up for this subsidy two (2) times annually:
 - By March 7th for April 1st commencement
 - By September 7th for an October 1st commencement
- (c) The subsidy paid by the Company will be fifteen percent (15%) of the cost of a 1, 2 or 3-zone transit pass. In the administration of this subsection, the Company will deduct eighty-five percent (85%) of the cost of a 1, 2 or 3-zone transit pass through payroll deduction. The Company will purchase and issue monthly transit passes to participating colleagues.
- (d) This provision will come to an end, should a government program (or similar program) that offers an equal or greater transit subsidy to employees, become in effect.

ARTICLE 19 — HEALTH AND SAFETY

19.01 HEALTH AND SAFETY COMMITTEE

- (a) A Health and Safety Committee shall be established which is comprised of a Union representative from each Department. At no time shall the number of Employer members be allowed to outnumber the amount of Union members.

The Committee shall meet at least once each month, on paid time, at applicable rates. The members of the Committee will establish the time, date, location, and agenda of these meetings.

The members of the Committee shall elect two (2) Co-chairpersons (or a Chairperson and a Secretary). Where one of the Chairpersons is an Employer member, the other shall be a Union member and vice-versa.

- (b) The Health & Safety Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with applicable government regulations.

The Company agrees to provide detailed written reasons for not implementing any recommendations requested by a Committee Co-Chair within twenty-one (21) days of receiving a recommendation.

Without limiting the generality of the foregoing, the Committee shall meet:

- (i) To identify situations that may be unhealthy or unsafe for workers and advise on effective systems for responding to those situations;
- (ii) To consider and expeditiously deal with complaints relating to the health and safety of workers;
- (iii) To consult with workers and the Employer on issues related to occupational health and safety and occupational environment;
- (iv) To make recommendations to the Employer and the workers for the improvement of the occupational health and safety and occupational environment of the workers;
- (v) To make recommendations to the Employer on educational programs promoting the health and safety of workers and compliance with the Occupational Health and Safety Regulations (OHSR) and to monitor their effectiveness;
- (vi) To advise the Employer on proposed changes to the workplace or the work process that may affect the health and safety of workers;
- (vii) To ensure that accident investigations and regular inspections are carried out as required by the OHSR.

- (viii) To participate in inspections, investigations and injury analysis as provide by OHSR.
 - (ix) To carry out any other duties and functions prescribed by OHSR.
- (c) A member of the Joint H&S Committee is entitled to time off work for the time required to attend meetings of the Committee and other time that is reasonably necessary to prepare for meetings of the Committee and to fulfill the other functions and duties of the Committee.

The necessary time spent by members of the Health and Safety Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

Union Committee members shall be entitled, upon request, to meet for at least fifteen (15) minutes of paid caucus time paid at applicable rates prior to meeting with Company representatives at each monthly Health & Safety Committee meeting.

- (d) Minutes will be kept of all matters discussed in the monthly Health & Safety Committee meetings to ensure an accurate record is kept of all proceedings.

All documentation and reports brought before the Committee will be referenced in the minutes.

- (e) Minutes of Health and Safety Committee meetings, once approved, shall be signed by the Chairperson and Secretary, and shall be posted on the Health & Safety Bulletin Board and will be distributed to all H&S Committee members and Management staff. A copy of the minutes will also be sent to the Union staff representative upon posting.
- (f) Union staff and/or Union Health and Safety Advisors shall be permitted to attend Health and Safety Committee meetings at the request of any member of the Committee with voice but no vote.
- (g) Every injury which involved a worker going to a doctor or hospital must be investigated. A Union Committee member and an Employer Committee member shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident.

Accident investigation reports shall contain:

- (i) the place, date and time of the accident;
- (ii) the names and job titles of persons injured, if applicable;
- (iii) the names of witnesses;

- (iv) a brief description of the accident;
- (v) a statement of the sequence of events which preceded the accident;
- (vi) the identification of any unsafe condition, acts or procedures which contributed in any manner to the accident;
- (vii) recommended corrective actions to prevent similar occurrences;
- (viii) the names of the persons who investigated the accident.

19.02 INJURED WORKER PROVISIONS

- (a) Any employee who is injured at work and is required to consult a physician shall receive payment for the remainder of the shift at his or her regular rate of pay.
- (b) Such employee shall be provided with transportation to a doctor or hospital if required only on the date that the injury was incurred.

The Employer shall bear the costs of any necessary transportation.

19.03 FIRST AID ATTENDANT

Employees who take time off at the direction of the Employer to take a recognized Industrial First Aid Program shall not suffer a loss of regular pay. It is understood that the Employer may provide first aid coverage outside of the bargaining unit but the Company will ensure that at least one (1) bargaining unit member will be a recognized Industrial First Aid attendant.

Should a bargaining unit person be designated to provide the first aid coverage, a premium shall apply for the duration of such appointment as follows:

- Level 1 - N/A
- Level 2 - \$.25/hour

19.04 WORKERS' COMPENSATION BOARD

In the event the Company protests an employee's claim for a Workers' Compensation claim, the Company agrees to immediately advise the Union Staff Representative in writing with an outline of the reasons for the protest together with copies of any correspondence sent to the Workers' Compensation Board regarding the protest.

19.05 INFORMATION FOR THE COMMITTEE

The Company shall provide the Committee with the Material Safety Data Sheets of all new substances and processes introduced in the operation at the time of implementation through internal mail.

The Company will provide any other relevant information requested by the Committee as necessary to ensure it can perform its duties adequately.

19.06 RIGHT TO REFUSE UNSAFE WORK

- (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her Supervisor or Employer. There shall be no loss of pay, seniority or benefits during the period of refusal.
- (c) A Supervisor or Employer receiving a report made under subsection (b) must immediately investigate the matter and
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in his or her opinion the report is not valid, must inform the person who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the Supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of in the following order:
 - (i) a worker member of the Health & Safety Committee,
 - (ii) a worker who is selected by the Union representing the worker, or
 - (iii) any other reasonable available worker selected by the worker.
- (e) The Company shall ensure that no other employee is asked or permitted to perform the work of the employee who refused, unless the second employee is advised of the reasons of the work refusal in presence of the Union Safety Committee member or her/his designate and the refusing employee.
- (f) If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the Supervisor, or the Employer, and the worker must immediately notify a Worksafe BC office to request that the office investigate the matter without undue delay and issue whatever orders are deemed necessary.

- (g) No employee shall be discharged, penalized or disciplined for refusing to work on a job in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations.

19.07 PROPER TRAINING AND EDUCATION

- (a) No employee shall be required to operate any piece of equipment or begin work unassisted in any classification until he/she has received proper training and instruction.

Company training materials related to Health and Safety will be reviewed by the Health & Safety Committee and reasonable amendments to the material shall be made if requested.

- (b) The Company shall notify the Health & Safety Committee and all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.
- (c) The Company will cover the course fees, registration, expenses, and wages at applicable rates for each Health & Safety Committee member to attend one (1) day of Union recommended safety training each year.

19.08 DUTY TO ACCOMMODATE

The Company agrees to make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.

19.09 NATIONAL DAY OF MOURNING

Each year on April 28th at 11:00 a.m. work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

19.10 PROTECTIVE EQUIPMENT

Employees whose work requires them to wear protective devices will be provided with the equipment where required.

Where specialized protective clothing and/or other protective equipment is required by the Company and/or the Health & Safety Committee for a specific operation, the cost will be borne by the Company.

19.11 ERGONOMIC REQUIREMENTS

- (a) The Company will identify factors in the workplace that may expose workers to a risk of musculoskeletal injury (MSI).

When factors that may expose workers to a risk of MSI have been identified, the Employer will eliminate or, if that is not practicable, minimize the risk for MSI to workers.

- (b) A joint Ergonomic Sub-Committee using equal numbers from both sides of the H&S Committee will conduct and gather data for an ergonomic risk assessment.

The Ergonomic sub-committee shall perform an ergonomic risk assessment of all job classifications in the hotel beginning with housekeeping within twelve (12) months of ratification.

- (c) The Health and Safety Committee and the Union Staff Representative will be provided with copies of the ergonomic data and the analysis and any other relevant documentation.

- (d) Ergonomic training sessions will be provided to all current employees and all new employees on paid time at applicable rates as part of the overall ongoing safety training.

Refresher training will be scheduled as needed. The Union will be consulted and will provide input into the content put forward in these sessions.

19.12 SPECIAL AND SAFETY FOOTWEAR

- (a) Kitchen and Housekeeping employees who are required to wear Worksafe BC approved footwear with non-slip soles shall be reimbursed, with receipts, up to one hundred dollars (\$100.00) every two (2) years.
- (b) Maintenance employees who are required to wear Worksafe BC approved safety footwear shall be reimbursed, with receipts, up to one hundred and fifty dollars (\$150.00) every two (2) years.

ARTICLE 20 - EMPLOYEE CONDUCT AND DRESS

20.01 HOUSE RULES GOVERNING EMPLOYEE CONDUCT

It is mutually agreed that the Employer will post house rules for the conduct of employees and file a copy of those house rules with the Union before enforcing same.

Filing with the Union Office is accomplished by delivery of a copy of the house rules through registered mail.

It is understood that any changes to the Appearance and Grooming policy agreed to between the parties in collective bargaining will continue for the life of the Collective Agreement and may not be changed without mutual consent.

20.02 UNCONVENTIONAL MODE OF DRESS

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

20.03 SPECIAL UNIFORMS

If any special uniform shall be required, such as tuxedo, white jackets etc., it is agreed that the Employer shall supply same and be responsible for the cleaning thereof.

All uniforms or special articles of wearing apparel worn by the employee while on duty shall be supplied and laundered by the Employer free of cost to the employee.

20.04 UNIFORMS

Uniforms will be provided, maintained, and cleaned by the Employer at no charge to the employees.

Employees who wash their own uniforms, specifically room attendants, will receive a reimbursement of one dollar (\$1.00) per shift.

The number of uniforms normally provided to employees shall not be reduced unless by mutual agreement.

All uniforms provided to all other employees will be supplied and cleaned by the Employer free of cost to the employee.

The Employer agrees to make available to each Housekeeping employee three (3) uniforms.

ARTICLE 21 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

21.01 DISCIPLINE AND DISCHARGE

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

- (b) During the probation period specified in this Agreement, an employee may be discharged if they are determined by management to be unsuitable.

The Company will provide the Union with written reasons for discharge.

- (c) In the event that an employee other than probationary is discharged for just and reasonable cause, the Shop Chairperson will be notified and provided with the reasons for the discharge.
- (d) Where no Shop Chairperson is recognized the Shop Steward will receive this information.

21.02 DISCIPLINARY NOTATIONS

Each disciplinary warning or suspension and any accompanying documents that have been placed on the file of an employee will be removed from his or her employment file and destroyed as soon as the employee has been employed for a further continuous period of twenty-four (24) calendar months without incurring an additional disciplinary penalty for a similar infraction.

21.03 UNION REPRESENTATION AT DISCIPLINARY MEETINGS

A Shop Steward and/or Union Representative shall accompany an employee to any meetings involving the imposition of discipline, provided such attendance does not result in an undue delay of the process.

Attendance at such meetings shall be without loss of pay.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

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 a grievance.

22.02 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 the employee reports.

The employee or the Shop Steward for the Department in which the employee works may request that a meeting to discuss the grievance be scheduled with the Steward present at the employee's option.

Where no Department Steward exists, the employee may choose to be accompanied by the Chief Shop Steward or Union Representative.

The request for such a meeting must be made within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The Employer will respond to the grievance at the informal step within ten (10) working days of such a meeting or the grievance will be advanced to the next step in the grievance procedure.

22.03 STEP ONE

- (a) At this step, notice of the grievance, in writing, must be filed with a person designated by the Employer within ten (10) working days after the completion of the Informal Step.
- (b) All grievances involving suspension or discharge may be filed at step one of the grievance procedure.

Such grievances will be filed within ten (10) working days after the date of the suspension or discharge or of the date on which the employee first has knowledge of it.

- (c) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.
- (d) The Employer's representative must answer the grievance in writing within ten (10) days of the date in (a) above or the grievance will be advanced to the next step in the grievance procedure.

22.04 STEP TWO

- (a) 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 Chief Shop Steward and/or a Union Representative and a person or persons designated by the Employer.
- (b) This step must be taken by notice in writing, within ten (10) days of the date on which the written answer was delivered in Step One.

- (c) The Employer's representative must answer the grievance in writing within ten (10) days after a meeting has been held to discuss the grievance.

22.05 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:

- (a) a single Arbitrator;
- (b) a Settlement Officer appointed under Section 87 of the *Labour Relations Code*.

22.06 UNION AND EMPLOYER POLICY OR GROUP GRIEVANCES

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

22.07 TIME LIMITS

A grievance or dispute shall commence and proceed through the steps of the grievance procedure within the time limits provided, otherwise it shall be deemed to be abandoned.

The time limits may be extended by mutual consent in writing of the Parties.

22.08 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.

22.09 SINGLE ARBITRATOR

- (a) Seven (7) full days (excluding Sundays and Holidays) shall be allowed for the setting up of a single Arbitrator.
- (b) The Parties will select an impartial Arbitrator.

In the event the representatives or the Parties are unable to agree on an Arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be asked to appoint one.

22.10 ARBITRATION HEARING AND AWARD

- (a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the Parties agree that they will meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute.

The identification of the issue or issues and the statement of agreed facts will be placed before the Arbitrator.

- (c) The Parties recognize that they are bound by a decision of the Arbitrator.

22.11 AUTHORITY OF THE ARBITRATOR

The Parties to the Arbitration recognize that the authority of the Arbitrator is set out in Section 89 of the *Labour Relations Code of British Columbia*.

22.12 COST SHARING

Each party to the Arbitration will be responsible for its own costs and will share equally, the cost associated with the Arbitrator.

ARTICLE 23 - DEFINITIONS

23.01 OBJECTIVE INTERPRETATION

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

23.02 TIME SPAN REFERENCES

References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years, unless otherwise expressly provided in this Agreement.

23.03 SPECIFIC DEFINITIONS

The following definitions of words, expressions, terms or phrases have been agreed to by the Parties, and shall be used to establish the intent and meaning of the language of this

Agreement, unless a different definition is provided within the context of a particular article:

- (a) Front Desk
Housekeeping
Bell Desk
Food Preparation
Banquets
Food Service
Deli Café
Maintenance
Health Club
- (b) Bank Rolling

Is defined as accumulating penalty time beyond the pay period immediately following the period in which the violation occurred.

ARTICLE 24 — HOUSEKEEPING WORKLOAD

24.01 HOUSEKEEPING WORKLOAD

- (a) Room attendants shall not be assigned more than fifteen (15) credits per day based on an either (8) hour shift.
- (b) When a Room Attendant is assigned eight (8) or more check-outs per day, the daily room assignment shall be reduced by one (1) credit.
- (c) When a Room Attendant's assignment includes rooms on more than three (3) floors, he/she shall have their assignment reduced by one (1) credit.
- (d) Room Attendant's working the turn down shift shall not be assigned more than forty (40) rooms per four (4) hour shift.
- (e) If a Room Attendant is assigned three (3) or more rooms where it is required to move furniture to do substantive cleaning beyond the daily tasks, the daily room assignment will be reduced by one (1) credit.
- (f) In the event a Room Attendant is required to attend a hotel meeting, they will be assigned one (1) less credit for each thirty (30) minutes in attendance at the meeting.
- (g) In addition to the above, when a Room Attendant enters a room and it becomes clear that the room cannot be completed in the allotted time, the Room Attendant

will immediately contact the Housekeeping Department and advise him or her of the circumstances.

The Manager or Supervisor will then assess what assistance is necessary. Pending the outcome of the assessment, the Manager or Supervisor may arrange assistance on completion of the assignment, may reduce the number of rooms assigned on that particular day, or may allow the room to be carried over to the next day's inventory.

- (h) One (1) room is assigned a value of one (1) credit. Luxury Suites shall be assigned a value of one point five (1.5) credits.
- (i) The maximum number of rooms assigned in an eight (8) hour shift shall be fifteen (15), regardless of the credits.

24.02 HOUSEKEEPING WORKLOAD MEETING

Where issues arise with respect to Housekeeping Workload, issues shall be raised at the Labour Management meetings and a representative from amongst Housekeepers shall be present to speak to Housekeeping workload issues.

24.03 REST PERIODS

The Employer will ensure that all managers and their subordinates understand that it is important that colleagues take their breaks each day.

24.04 NAME CARDS

The Employer will supply each Room Attendant with name cards that Room Attendants will place in each room after it has been cleaned. The Card will have a space available for each Room Attendant to hand write her name.

ARTICLE 25 — SECURITY GUARDS

25.01 SECURITY GUARDS

Members of the bargaining unit shall not be asked to perform any security functions during a public special event where a confrontation with the public is likely to occur.

ARTICLE 26 — WOMENS ADVOCATE

26.01 WOMEN'S ADVOCATE

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment.

They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For these reasons the parties agree to recognize the role of the women's advocate in the workplace. The advocate will meet with female members and Employees as required to discuss problems with them and refer them to the appropriate agency when necessary.

The Company will provide access to a private available space to meet with employees that has a phone line so that confidentiality can be maintained when a female employee is meeting with the women's advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role and contact numbers to reach the women's advocate.

The women's advocate will participate in an initial forty (40) hour training program organized by Unifor and an annual three (3)-day update-training program. The Employer shall cover the costs for the lost wages and benefits while employees are attending the training.

Costs for travel, registration, and where necessary, lodging, transportation, meals, and other reasonable expenses where necessary will be covered through the Unifor Paid Education Leave (PEL) Program.

ARTICLE 27 - SIGNATURES

Signed this 15th day of October 2020 in the city of Victoria in the Province of British Columbia.

Reid James
General Manager
Hotel Grand Pacific

Rron Menard
Unit Chairperson
Unifor Local 114 – Hotel Grand Pacific

Eleanor Purslow
Director of Human Resources
Hotel Grand Pacific

Donna Weaver
Bargaining Committee
Unifor Local 114 – Hotel Grand Pacific

Kirk MacMillan
Director of Operations
Hotel Grand Pacific

Stu Shields
National Representative
Unifor

APPENDIX "A" – WAGES

CLASSIFICATION	Mar. 1/20
<u>Bell Desk</u>	
Bell Person	
Hire	\$12.01
6 months	\$13.98
12 months	\$17.43
Bell Captain	
Hire	\$12.14
6 months	\$14.50
12 months	\$18.10
Doorperson	
Hire	\$12.01
6 months	\$13.98
12 months	\$17.43
Concierge	
Hire	\$15.41
6 months	\$17.96
12 months	\$22.51
<u>Front Desk</u>	
Senior Night Audit	
Hire	\$16.58
6 months	\$19.75
12 months	\$24.68
Night Audit	
Hire	\$15.67
6 months	\$18.69
12 months	\$23.31
Sr. Reservations / Switchboard *	
Hire	\$15.53
6 months	\$18.51
12 months	\$22.87

Reservations / Switchboard *	
Hire	\$14.63
6 months	\$17.43
12 months	\$21.67
Guest Services Agent	
Hire	\$15.05
6 months	\$17.96
12 months	\$22.51
Sr. Guest Services Agent	
Hire	\$15.99
6 months	\$19.07
12 months	\$23.78
Housekeeping	
Room Attendant	
Hire	\$14.68
6 months	\$17.43
12 months	\$21.72
Room Checker	
Hire	\$15.05
6 months	\$17.68
12 months	\$22.18
Houseperson	
Hire	\$14.68
6 months	\$17.43
12 months	\$21.72
Night Cleaner	
Hire	\$14.92
6 months	\$17.79
12 months	\$22.20
Head Night Cleaner	
Hire	\$15.05
6 months	\$17.96
12 months	\$22.51

Banquets	
Banquet Server	
Hire	\$12.01
6 months	\$13.98
12 months	\$17.43
Food Service	
Pacific Server	
Hire	\$12.01
6 months	\$13.98
12 months	\$17.43
Junior Supervisor	
Hire	\$12.73
6 months	\$15.18
12 months	\$18.99
Pacific Supervisor	
Hire	\$15.05
6 months	\$17.96
12 months	\$22.51
Bartender	
Hire	\$14.51
6 months	\$17.34
12 months	\$21.68
Captain Room Service	
Hire	\$14.32
6 months	\$17.09
12 months	\$21.41
Room Service / Minibar Attendant	
Hire	\$12.11
6 months	\$14.08
12 months	\$17.43

Maitre'D	
Hire	\$14.61
6 months	\$17.43
12 months	\$21.80
Deli Café	
Court Yard Café Senior Server	
Hire	\$14.96
6 months	\$17.73
12 months	\$22.05
Court Yard Café Server	
Hire	\$12.93
6 months	\$15.32
12 months	\$18.99
Food Preparation	
Chef De Partie *	
Hire	\$17.14
6 months	\$20.42
12 months	\$25.47
Second Cook *	
Hire	\$16.46
6 months	\$19.65
12 months	\$24.46
Third Cook	
Hire	\$14.36
6 months	\$17.12
12 months	\$21.36
Prep Cook	
Hire	\$14.36
6 months	\$17.12
12 months	\$21.36
Steward	
Hire	\$13.77
6 months	\$16.57
12 months	\$20.61

<u>Maintenance</u>	
Building Maintenance Person	
Hire	\$15.67
6 months	\$18.70
12 months	\$23.31
Technician Maintenance	
Hire	\$16.32
6 months	\$19.49
12 months	\$24.46
Grounds Keeper	
Hire	\$16.32
6 months	\$19.49
12 months	\$24.46
Grounds Helper	
Hire	\$15.28
6 months	\$18.26
12 months	\$22.84
<u>Athletic Club</u>	
Desk Clerk	
Hire	\$13.81
6 months	\$16.53
12 months	\$20.62

APPENDIX "B" — STATUTORY HOLIDAY DATES

	2020	2021
New Year's Day	Wednesday, January 1	Friday, January 1
Family Day	Monday, February 10	Monday, February 15
Good Friday	Friday, April 10	Friday, April 2
Victoria Day	Monday, May 18	Monday, May 24
Canada Day	Wednesday, July 1	Thursday, July 1
B.C. Day	Monday, August 3	Monday, August 2
Labour Day	Monday, September 7	Monday, September 6
Thanksgiving Day	Monday, October 12	Monday, October 11
Remembrance Day	Wednesday, November 11	Thursday, November 11
Christmas Day	Friday, December 25	Saturday, December 25
Boxing Day	Saturday, December 26	Sunday, December 26

LETTER OF UNDERSTANDING #1

Between:
Hotel Grand Pacific
And:
Unifor Local 114

RE: VACATION SCHEDULING

The parties to this Agreement shall meet within thirty (30) days of the ratification of the Collective Agreement to implement new vacation scheduling practices. The parties shall establish a vacation selection committee and the committee shall have equal representation from both the Union and the Employer.

The purpose of the committee will be to establish procedures that will allow the Employer to plan ahead for vacation for the staff, and set minimums for the number of staff that can be off at one time. The committee will also construct a vacation planning form and sign up procedure based on the following principles:

1. That once vacation is selected and approved, it cannot be cancelled.
2. That there will be enough vacation spots available for signing at the time the vacation planning schedule is posted.
3. That there is a minimum/maximum established for the number of people that can take vacation at one time in each department.
4. That the addition of the Statutory Holiday Bank be incorporated into the vacation planning schedule for the purposes of extended vacations for those visiting family or travelling to "hard to reach" global destinations.
5. That vacation not selected at the time of selection during the regular vacation sign up procedure be selected, and agreed to within 90 days of the end of the vacation sign up procedure.

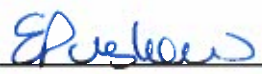
Signed this 15th day of October 2020 in the city of Victoria in the Province of British Columbia.



Reid James
General Manager
Hotel Grand Pacific



Ron Menard
Unit Chairperson
Unifor Local 114 – Hotel Grand Pacific




Eleanor Purslow
Director of Human Resources
Hotel Grand Pacific



Donna Weaver
Bargaining Committee
Unifor Local 114 – Hotel Grand Pacific



Kirk MacMillan
Director of Operations
Hotel Grand Pacific



Stu Shields
National Representative
Unifor

LETTER OF UNDERSTANDING #2

Between:
Hotel Grand Pacific
And:
Unifor Local 114

RE: ROOMS CREDIT LIST

The Employer and the Union shall establish the Rooms Credit List which will outline the number of credits allotted for each room. Whenever a change in a room occurs, the parties shall meet to review the changes and if required, after the credit allotted for any room being changed to appropriately reflect the amount of credit to the changed or altered room.


Signed this 15th day of October 2020 in the city of Victoria in the Province of British Columbia.



Reid James
General Manager
Hotel Grand Pacific



Ron Menard
Unit Chairperson
Unifor Local 114 – Hotel Grand Pacific




Eleanor Purslow
Director of Human Resources
Hotel Grand Pacific



Donna Weaver
Bargaining Committee
Unifor Local 114 – Hotel Grand Pacific



Kirk MacMillan
Director of Operations
Hotel Grand Pacific



Stu Shields
National Representative
Unifor

