

COLLECTIVE AGREEMENT

Between

HOSPITALITY INDUSTRIAL RELATIONS

on behalf of the Employer Hotels

**BEST WESTERN LANGLEY CITY MOTOR INN
AAVA WHISTLER HOTEL
QUALITY HOTEL DOWNTOWN & INN AT FALSE CREEK**

In the Municipality of New Westminster
Province of British Columbia

On behalf of its members set forth in the schedule
attached and those members added from time to
time by notice given to the Union.

(hereinafter referred to as EMPLOYER)
PARTY OF THE FIRST PART

And

**CANADIAN AUTO WORKERS (CAW)
LOCAL 3000**

In the City of Vancouver and Vicinity
Province of British Columbia

(hereinafter referred to as UNION)
PARTY OF THE SECOND PART



March 1, 2012 – February 28, 2015

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ARTICLE 1 - INTRODUCTION

1.01 PURPOSE

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 21 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

1.02 GENDER REFERENCES

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

ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period from and including March 1, 2012 to and including February 28, 2015. 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 agrees that all work coming under the jurisdiction of this Union, in the certified area, performed by anyone, on behalf of, or at the direction of the Employer, directly or indirectly under the Contract or sub-Contract, shall be performed by employees who are members of this Union or employees who shall become members. The terms and conditions of employment for all of these employees will be those set out in this Collective Agreement and all employees will be covered under the terms and conditions of a single Collective Agreement.

2.05 EXTENT

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

ARTICLE 3 - UNION RECOGNITION

3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

- (a) The employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the 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 REFUSAL TO WORK WITH NON-UNION EMPLOYEES AND RECOGNITION OF LEGAL PICKET LINES

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

3.03 PERFORMANCE OF BARGAINING UNIT WORK

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

3.04 HARASSMENT AND DISCRIMINATION

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.
- (b) "Harassment" means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee's work performance or creating a hostile or offensive work environment.

"Sexual Harassment" includes any of the conduct described above which is of a sexual nature or which is directed at an employee on the basis of the employee's gender.

"Discrimination" means any conduct which is prohibited under the B.C. Human Rights Act and regulations and amendments made thereto, and

shall include discrimination on the basis of any employee's age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership participation in its activities.

- (c) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 22 of this Agreement.
- (d) In the event an employee alleges they have been harassed, sexually harassed or discriminated against by another employee, the Employer and the Union shall carry out a joint investigation of the complaint. If an employee alleges harassment, sexual harassment or discrimination by a member of management, the Employer shall carry out forthwith an independent investigation into the allegation. The Employer shall advise the Union within ten (10) days that such an investigation has taken place. In the event the allegation forms the basis of a grievance, the Employer agrees to conduct a joint investigation with the Union.
- (e) Any information arising from an investigation undertaken pursuant to 3.04(d) shall remain confidential but shall be provided to the Union.
- (f) In the event that a grievance filed pursuant to Article 22 involved allegations against management personnel, the Employer shall ensure that there is no contact between the management employee and the grievor without loss of pay and benefits to the grievor.
- (g) The Employer shall post conspicuously in the work place, a policy regarding harassment and discrimination.

3.05 UNION BUTTONS

An employee may wear the Union button without being disciplined.

3.06 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS

The Employer undertakes, wherever possible and practical, to use services, products and other materials necessary to the proper functioning of the Hotel, which are manufactured, provided or produced under fair labour conditions.

3.07 UNION HOUSE OR UNION BAR

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

3.08 UNION INVESTIGATION OF THE STANDING OF EMPLOYEE'S CONDITIONS

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced. The Employer is entitled to require an individual to substantiate that they are an authorized representative of the Union.
- (b) When access is required for purposes of such investigation, the Union representative will notify the Employer in advance.
- (c) Access will not be unreasonably denied by the Employer.
- (d) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

3.09 NATURE OF COMMUNICATIONS

Every employee, union or management representative is entitled to fair treatment in the workplace and shall not discriminate against any person as per the British Columbia Human Rights Act.

Furthermore, parties to this Agreement and those governed by said Agreement shall ensure that all members of the Hotels in this Agreement are treated equally and with integrity, trust and respect. The Company and the Union shall endeavour at all times, to promote a work environment which is supportive of the productivity, personal goals and self-esteem of every employee. To this end, both parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.

3.10 VIOLENCE IN THE WORKPLACE

Should an employee become a victim of an act of violence or threatened act of violence in the workplace, the Employer shall perform the following;

- (a) The Employer shall immediately conduct an investigation into the act or threatened act of violence;
- (b) A written report shall be produced by Management within seven (7) days of the Employer becoming aware of the incident;
- (c) The Union shall be provided with a copy of this report;
- (d) No complainant shall suffer loss of wages or benefits while the matter is pending resolution;
- (e) This Article does not limit Management's ability to discipline employees.

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 Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union according to the Union's National Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this Province.
- (d) The Employer agrees that it shall provide the name, classification and first schedule of a new hire to the Shop Steward.

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, fines, 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, fines, 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 in which the monies 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, fines, 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) 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;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (f) has resigned from the Union;

the Employer shall immediately discontinue the employment of such employee.

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

4.06 BAR EMPLOYEES: MEMBERS OR OWNERS

It is mutually agreed that personnel employed on the bar must be an owner or a member of CAW, Local 3000. No permit holder shall give service as a bartender, except in the case of emergency and the Employer shall notify the Union the following day.

ARTICLE 5 - UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union shall appoint from among the employees, and the Employer shall recognize, Shop Stewards in each of the Employer's operations. 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 fulfillment of their responsibilities as an employee. During their working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (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, 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.

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) All Stewards will be permitted to attend such meetings without loss of pay. Meetings will be scheduled at the Employer's discretion.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Shop Chairperson agrees 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 The Union recognizes the right of the Employer to direct the workforce, to promote, demote, transfer or discharge.
- 6.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects.
- 6.03 The Employer also reserves the right to supplement and alter, from time to time, reasonable rules and regulations to be observed by the employees.
- 6.04 Such management rights shall be exercised in a manner which shall not be inconsistent with the terms of the Agreement.

ARTICLE 7 - PROBATIONARY PERIOD

7.01

- (a) Employees hired after the date of ratification will be on probation for ninety (90) calendar days.

- (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 eighty (80) hours of work or sixty (60) calendar days.
- (c) If there is more than one (1) probationary employee in a classification, the majority of hours on a weekly basis shall be assigned based on the date of hire.

7.02 STARTING RATE

The starting rate for all newly hired employees shall be:

- (a) For the first six (6) months of employment, twenty-five percent (25%) less than the applicable classification wage rate contained in Schedule A.
- (b) For the following three (3) months of employment, twelve and one-half percent (12 ½%) less than the applicable classification wage rate contained in Schedule A.
- (c) The starting rate shall not apply to cooks, tradesmen, or other specialized categories of employees by agreement of the parties.

ARTICLE 8 - EMPLOYEE TRAINING PROGRAMMES

8.01 It is agreed that in the event the Employer institutes a training programme the Employer must first receive permission from the Union in each and every instance. This programme shall not exceed thirty (30) days. Failure on the part of the Employer to receive such permission from the Union there shall be no training Programme. The established hourly rate for such training programme shall be ten percent (10%) less than the established wage rate for each classification contained within this Agreement.

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 conform with the following guidelines:
 - i) not more than eight (8) hours in any one day
 - ii) not more than five (5) working days in any seven (7) day period;
 - iii) not more than forty (40) hours in any five (5) working day period.

- (b) Any hours which the Employer requires an employee to work in excess of the above or their 6th and 7th consecutive day shall be paid at double time the hourly rate.

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 within a twelve (12) hour period.
- (b) A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.

The Premiums shall be as follows:

- i) seven (7) hours worked for eight (8) hours straight time pay
- ii) eight (8) hours worked for nine (9) hours straight time pay

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 5, 6, 7 or 8 hours may be assigned, subject to the provisions of 10.05.
- (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 7, 6, 5 or 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.

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

Where an employee is scheduled for less than eight (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.

9.06 DAYS OFF

Days off in each seven (7) consecutive days subject to 9.01 (a) will be as follows:

- (a) All service employees shall receive two (2) days off consecutively unless they request otherwise. All requests shall be made in writing to the Employer; and
- (b) All other employees shall receive two (2) days off in each seven (7) days, but the days off need not be consecutive.

9.07 TIME WORKED WHEN CHANGING TO AND FROM DAYLIGHT SAVINGS

An employee will be paid for actual hours worked when changing to and from daylight savings time. An employee that works an additional hour over eight in the day will be paid an hour at overtime rates. An employee that works one hour less shall be paid one hour less.

9.08 PAYMENT FOR TIME IN LIEU OF BREAKS

Employees who cannot get rest periods or meal breaks shall be paid five and one-half (5 1/2) hours worked - six (6) hours pay; six (6) hours worked - six and one-half (6 1/2) hours pay; seven and one-half (7 1/2) hours worked - eight (8)

hours pay; eight (8) hours worked - eight and one-half (8 1/2) hours pay. There shall be no deliberate bankrolling of purported violations of this clause by any employee.

9.09 UNPAID MEAL BREAKS

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall not be less than one-half hour (1/2) nor more than one (1) hour on the employees own time.

9.10 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) Time to commence when the employee arrives at the assigned rest area or a total of fifteen (15) minutes from the employee's work station.

9.11 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.

9.12 WORK SCHEDULES

- (a) The Employer agrees to post all Work Schedules by Thursday at 5:00 p.m. for the following week. The Work Schedule shall be posted in a conspicuous place for the information of all scheduled employees. The Work Schedule shall contain the following information for each scheduled employee:

- Employee's Name
 - Classification
 - Days Off
 - Starting and Finishing Times
- (b) The parties recognize that scheduling an employee eight (8) hours after his/her last shift may cause hardship. The Employer shall advise its Managers to consider the impact of short rest periods when creating schedules.
- (c) 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.
- (d) 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.
- (e) An Employer will provide the Shop Chairperson with a copy of the Work Schedule and any changes thereof. All changes to the Work Schedule shall be dated.

9.13 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours' notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours, but not less than twenty-four (24) hours, when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (e) In situations where an employee has not been provided with notice of a change in their work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:

- i) where the employee does or does not commence work, four (4) hours work and/or pay unless their work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case, the employee will receive two (2) hours pay.
- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 17.04 will receive notice required in Article 9.13 (b) and (c).

ARTICLE 10 - SENIORITY

10.01 SENIORITY ENTITLEMENT DEFINED

- (a) Seniority: For the purpose of this Agreement, "seniority" shall be defined as an employee's total length of continuous service identified in hours worked within the employee's classification within a particular department in the Employer's operation.
- (b) Department: For purposes of this Agreement, the term "department" shall be understood to mean those departments identified within this Agreement.
- (c) Seniority is used to determine the order of layoff and recall within a classification within a particular department.
- (d) Annual Vacation entitlement will be determined by the employee's total years of service in the hotel and the employee shall be granted holidays according to that established seniority.
- (e) It is understood that hours which are worked in a classification different from that in which the seniority of the employee is held shall not be accrued toward the seniority of the employee except for purposes of Article 17.09.
- (f) While the Employer has no obligation to offer extra work to any person outside the classification, should it be decided to offer such work to persons inside rather than outside the hotel, the principles of seniority first within the department and then within the hotel will apply, provided such senior person possesses the necessary skill and ability to perform the full measure of the work required.

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 equal to the total number of hours worked during the probation period.

10.03 SENIORITY LISTS

- (a) The Employer agrees to post departmental seniority lists on or before the first day of February and the first day of August in each year. The periods for calculating the hours worked shall be January 1st to June 30th for the August list, and July 1st to December 31st for the February list. The Seniority List shall contain the following information:
 - 1. Employees name
 - 2. Date of seniority
 - 3. Employees Classification
 - 4. The number of hours of seniority accrued
- (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.

10.04 ACCRUAL OF SENIORITY

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

- (a) Time lost as a result of occupational illness or injury.
- (b) Non-occupational illness or injury for a period of up to six (6) months.
- (c) Leaves of absence up to a period of three (3) months.
- (d) Maternity and Parental leave in accordance with Employment Standards Act.

10.05 SENIORITY RETAINED BUT NOT ACCRUED

Seniority will be retained but not accrued during any period of absence not directly paid for by the Employer except as noted in 10.04 above.

10.06 SENIORITY LOST

Seniority will be lost when an employee:

- i) receives severance pay in accordance with this agreement under Article 17.09
- ii) voluntarily terminates their employment
- iii) is discharged for just and reasonable cause
- iv) is on layoff more than six (6) consecutive months.
- v) does not return to work on the date specified following an approved leave of absence other than medical.
- vi) should there be a layoff of an employee as a result of renovations, the recall period shall be extended by the length of the closure due to renovations.

ARTICLE 11 - JOB POSTING, TRANSFERS, LAYOFF AND RECALL

11.01 JOB POSTING

- (a) Openings in classifications which are known in advance of the date they are required will be posted with the work schedules for a period of seven (7) days in order that employees currently on payroll may have the opportunity to apply to fill the opening.
- (b) Postings, which are referred to in this Article, shall not apply to the filling of vacancies that are temporary by reason of illness, vacation, or other leaves. A temporary absence shall be considered an absence that is not expected to be more than sixty (60) days in length. In assigning such temporary hours, the principles of seniority and ability first within the classification, then within the department and finally within the Hotel will apply.
- (c) The Employer, when considering applicants for job openings, will apply seniority, provided however, that the employee who claims the right to exercise his/her seniority for the purpose of such promotion possesses the primary qualifications of character, integrity, attitude, efficiency and ability to satisfactorily perform the full measure of the work required.

11.02 TRANSFERS

- (a) Transfers offered by the Employer from one department to another will take place only with the consent of the employee.

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

11.03 PROMOTION AND TRANSFER TRIAL PERIOD

- (a) Any employee who is granted a promotion or transfer appointment by the Employer shall be on a trial period for up to sixty (60) days. During this trial period, the employee must demonstrate that they can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer
- (b) Should the Employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should they decide during the trial period that 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 in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.

11.04 DEMOTIONS AND SENIORITY

When layoffs occur within any department, the last employee hired shall be the first employee to be laid off, based on seniority within the particular classification, it being understood that:

- (a) employees in a higher classification may be demoted to a lower classification and
- (b) an employee who has been promoted from one classification to another and subsequently demoted to the lower classification shall within that lower classification have seniority according to 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.

11.05 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) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.
- (c) 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.

- (d) An employee who has been laid off and wishes to be recalled must insure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting their recall rights.
- (e) 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, excluding Saturday and Sunday from the time of such notification, shall be considered to have resigned without notice.

11.06 CHANGE OF WORKFORCE - GENDER

No employee shall be laid off for the simple reason of changing the workforce from male to female or female to male.

ARTICLE 12 - ADMINISTRATION

12.01 WAGE RATES

The minimum wage rates provided in the attached applicable appendix shall cover the job description and classifications of labour within the jurisdiction of the Union 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 four (4) or more hours during any particular shift. But the hotel may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such employees in a higher classification would normally be hired according to the usages of the trade. If the employee works at the higher classification for less than four (4) hours they shall then be paid the higher rates for the actual amount of time, accordingly.

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 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.

12.06 FIRST MIXEROLOGIST (FIRST BARTENDER)

- (a) The job duties of the First Mixerologist include the mixing and serving of beverages and any other duties consistent with bartending. The First Mixerologist may be required to take stock and direct the working force within the confines of the cocktail area. The First Mixerologist is responsible for the general cleanliness of the bar and utensils, and general tidiness of all stations while working without a server. General cleanliness includes cleaning out the refrigerator, cleaning the bar and bar fixtures, sinks, taps, all working surfaces, bottles and containers.
- (b) In circumstances where the operation of the bar requires only one (1) person, the First Mixerologist shall also perform the job duties of the Second Mixerologist and Bar Porter. The First Mixerologist is not obligated to perform any janitorial duties other than the general cleanliness of the bar and utensils and general tidiness of all stations while working without a server.
- (c) Zahming and full cleaning of glass washers that includes breakdown of piping will be undertaken at the request of the Employer and shall be considered as paid time.

12.07 SECOND MIXEROLOGIST (SECOND BARTENDER)

- (a) The job duties of the Second Mixerologist shall include the mixing and serving of beverages, the preparation of all required fruit and juices. The Second Mixerologist is not obligated to take stock or keep a daily meter reading sheet. The Second Mixerologist is responsible for the general cleanliness of the bar and utensils, and general tidiness of all stations while working without a server. General cleanliness includes cleaning out

the refrigerator, cleaning the bar and bar fixtures, sinks, taps, all working surfaces, bottles and containers.

- (b) In circumstances where the operation of the bar requires only two (2) people, the Second Mixerologist shall also perform the job duties of the Bar Porter. The Second Mixerologist is not obligated to perform any janitorial duties other than the general cleanliness of the bar and utensils and general tidiness of all stations while working without a server.
- (c) Zahming and full cleaning of glass washers that includes breakdown of piping will be undertaken at the request of the Employer and shall be considered as paid time.

12.08 BAR PORTER

- (a) The duties of the Bar Porter shall include the preparation of all necessary fruit and juices, keeping the fridge stocked and washing glasses. The Bar Porter is also responsible for the general cleanliness of the bar and utensils, under the direction of the Mixerologists. The Bar Porter may not perform duties normally performed by the bartender or a server, and their duties are confined to licenced areas only.
- (b) The Employer is entitled to choose not to use a Bar Porter in any particular situation. In the event that the Employer does choose not to use a Bar Porter, the duties of the Bar Porter shall be assigned to the Mixerologists.

12.09 MIXEROLOGIST WAGE RATES

It is agreed that job classifications and wage rates set out in Clause 13.06 of this Article and the applicable appendices will apply to all Mixerologists (Bartenders) except where two (2) or more Mixerologists are required. Where two (2) or more Mixerologists are required, one (1) shall be designated and paid as First Mixerologist and the balance shall be paid in accordance with Clause 13.07 and the applicable appendix.

12.10 ROOM ATTENDANT WORK LOAD

Duties of Room Attendant work load and content, where a Room Attendant presents a grievance to the Union on any matter pertaining to work load or content, the Employer of the individual hotel where the grievance arose will meet with the Union to review and finalize the grievance setting out work load and content for their hotel only.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 STATUTORY HOLIDAYS

The following shall be considered statutory holidays:

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

After one (1) year continuous service, the floating holiday will be taken each calendar year at a time mutually agreeable to the employee and the Employer. Should Heritage Day or any other day be proclaimed as mandatory during the term of the Agreement, it shall be substituted for the Floating Holiday.

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 14.03 (b).

13.03 PAYMENT FOR STATUTORY HOLIDAY

- (a) Employees who are eligible for statutory holiday pay will receive a normal days 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 days 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 ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal days 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 (1-1/2) times their normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above.
- (d) An employee who works more than their regularly scheduled hours shall be paid double time and one-half (2-1/2) for all such additional hours worked.

13.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a statutory holiday, 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.

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 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 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 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: CASUAL EMPLOYEES AND EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE

- (a) Employees with less than one (1) year of completed service will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Casual employees will receive any annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

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	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 17 years	4 weeks	8%
17 years or more	5 weeks	10%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment subject to 11.01 (b) and 15.05 of this Agreement.
- (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 earning" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

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 Seniority List, provided they file applications before February 28th of each year for vacations to be taken during that year.
- (b) Once a vacation request has been submitted, the Employer shall respond in writing within fourteen (14) days whether or not the request has been approved.

14.04 VACATIONS TO BE TAKEN BY DECEMBER 31ST

- (a) All vacations shall be taken 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.
- (b) Employees may request that their vacations be banked to be taken during the following calendar year. Such requests shall not be unreasonably denied.

14.05 CREDITS ON TRANSFER WITH SAME EMPLOYER

Where an Employer owns, operates or has shares in other hotels covered by this Agreement and transfers an employee to such an operation, all vacation and severance benefits will continue.

- (a) It is clearly understood that where an employee requests a transfer, the above shall not apply.

ARTICLE 15 - HEALTH AND WELFARE/PENSION PLAN

15.01 HEALTH AND WELFARE/PENSION PLAN

- (a) The Employer agrees to sign up new employees on their first day of employment, into the Health and Welfare program including the Registered Retirement Savings Plan (RRSP). RRSP forms will be forwarded to the Administrators of the Plan.
- (b) Coverage under the current CHIPS plan will be discontinued and employees, their spouse, and eligible dependents will be covered by a benefit plan to be obtained by the Employer. The parties will meet to arrange for an orderly transition from the CHIPS plan to the new plan. The coverage under the CHIPS plan will end at midnight, October 31, 2006, and coverage under the new plan will commence at midnight, October 31, 2006.

- (c) The employer will pay 100% of the cost of the premiums for the new plan.
- (d) Benefit coverage and the individual benefit levels under the new plan will be equal to or better than the coverage contained in the current CHIPS plan. A description of the coverage is contained in Appendix "B".
- (e) The new plan will cover all employees who have completed the probationary period, in accordance with the requirements in Appendix "C". Any other waiting periods for benefits will be the same as those contained in the CHIPS Plan as of August 25, 2006.
- (f) Pacific Blue Cross will be the benefit plan carrier for the new plan for the term of the collective agreement.
- (g) The employer will provide each employee with a full description of the new benefit plan coverage on the date on which the coverage commences.
- (h) The calculation of the accrual of hours for benefit eligibility will be identical to the employee's seniority hours calculated in accordance with Art. 10.04 of the collective agreement.
- (i) The new plan will also provide for employees to pay the required premium amounts in order to maintain their benefit coverage where their hours of work temporarily falls below the eligibility minimums in Appendix "C".
- (j) The employer will continue to post in the workplace a record of each employee's hours as they apply to benefit eligibility.
- (k) The carrier will issue any required T-4 slips associated with the benefits.
- (l) The employer will be responsible for the completion of all of the required administration procedures to complete the transition to the Pacific Blue Cross coverage including any associated costs in accordance with the above-noted date.
- (m) Effective the date of ratification, the Employer will contribute \$0.01/hour to the CAW Benefit Administration Fund.
- (n) Medical Services Plan (MSP)

Employees and their eligible dependents will be covered by the BC Medical Services Plan (MSP). Eligible dependents shall be in accordance with the requirements of the BC Medical Services Plan.
- (o) Penalty for late applications will be amended by eliminating the maximum coverage for any late application in their first twelve (12) months of coverage.

The Employer will pay 100% if the premiums.

The MSP plan will cover all employees who have completed the probationary in accordance with the requirements in Appendix "C".

15.02 CAW LOCAL 3000 GROUP REGISTERED RETIREMENT SAVINGS PLAN

The Employer shall contribute twenty-seven cents (\$0.286) per hour for each hour paid to the Administration of the CAW Local Group Registered Retirement Savings Plan.

The Employer agrees to these amounts per hour for all employees into a Group Registered Retirement Savings Plan to be established by the employees (e.g. Canada Trust or comparable carrier as decided by the employees). RRSP will be increased by the same percentage as wages.

15.03 PAYMENT OF CONTRIBUTIONS

The Employer agrees to forward all monies payable by the Employer in respect of fringe benefits, on or before the 10th day of the month following the actual performance of work and shall forward said contributions to the Union in respect to Health and Welfare and to the Administrator of the CAW Local 3000 Group Registered Retirement Savings Plan.

15.04 EMPLOYER STATEMENT

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

15.05 FAILURE TO REMIT

In the event an Employer fails to remit contributions to these plans in conformity with this clause of the Agreement, the Employer shall, if in default more than ten (10) days after notification by the Union, pay the monies due there under and in addition thereto pay these plans a penalty in the amount of fifty dollars (\$ 50.00). The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

15.06 INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the Employer's time book, to ensure that the proper contributions are being remitted pursuant to Article 15.01 of this Agreement.

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

15.07 ILLNESS/INJURY AT WORK

An employee who is injured while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of his/her workday at his/her regular rate of pay. The Employer shall bear the costs of any necessary transportation.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 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 for a period of up to and including five (5) years.
- (b) A request for such an approval 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 return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

16.02 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 not more than one (1) employee who is elected as delegate to attend Union conventions or as a member of a negotiating committee. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time, to attend bona fide shop steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.

- (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 seven (7) days prior to the commencement of such leaves.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence from any one (1) department.

16.03 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.

16.04 BEREAVEMENT LEAVE

- (a) A non probationary employee will be granted three (3) days off without loss of pay in the event of the death of a member of his/her immediate family.
- (b) "Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse/partner, father-in-law, mother-in-law, grandparents, step-parents or step-children.
- (c) For purposes of this Article, "spouse/partner" shall be defined to include common-law spouse/partner with whom the employee has cohabited for a minimum of one (1) year.

16.05 JURY AND WITNESS DUTY

Employees who serve on a jury or a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received 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 their present Employer.

16.06 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) 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.

16.07 COMPASSIONATE LEAVE

In the case of serious illness in the family and where there is no other caregiver available, the Employer shall grant reasonable leave of absence without pay.

16.08 FAMILY RESPONSIBILITY LEAVE

Employees shall be covered by the Family Responsibility Leave provisions of the *Employment Standards Act* as may be amended from time to time

ARTICLE 17 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS

17.01 PROTECTED WORKING CONDITIONS

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

17.02 CAFETERIA, KITCHEN AND DINING LOUNGE MEAL ENTITLEMENT

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

All shifts in excess of five (5) hours worked shall receive one (1) meal per day.

17.03 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 is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week.
- (c) Where 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.
- (d) Where an employee is directed by the Employer to attend a staff meeting during their regular days off, the employee shall be compensated at their regular hourly rate for the time spent in such meeting.

17.04 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 within twenty-four (24) 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) 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 if such employee has been absent for a period of two (2) weeks or greater.
- (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, that Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

17.05 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) 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.

- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

17.06 PERSONAL EFFECTS

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

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

Upon presentation of a written bona fide claim by an employee, the Employer shall compensate the employee for replacement cost of, or repair, of, any wearing apparel, false teeth, eye glasses, contact lenses or hearing aids, damaged or destroyed, as a consequence of the employee's participation in the enforcement of house rules and/or Liquor Control Board Regulations and/or at the direction of Management or a person appointed by management.

17.08 SERVER TRAY SIZE AND GLASS LIMIT

- (a) It is mutually agreed that no server shall be required to carry a load exceeding twelve (12) glasses or equivalent.
- (b) A standard size tray for the transport of liquor shall be supplied by the Employer and shall be used in licensed premises and will not exceed thirteen (13) inches in base diameter. No employee shall be permitted to supply or carry their own tray.

17.09 SEVERANCE ALLOWANCE

All employees, upon termination, shall receive twelve (12) hours' pay for each year of continuous service in the establishment. Employees who qualify under this clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours pay.

Employees working less hours will receive pro-rata severance pay for the year based on the actual hours worked as a percentage of one thousand, eight hundred and twenty (1,820) hours, e.g. a person working nine hundred and ten (910) hours will receive six (6) hours pay.

Regular hours not worked as a result of a bona fide sickness or accident will be credited to the hours worked. This clause does not apply to employees terminated for culpable reasons.

17.10 CASHOUT IN THE EVENT OF SALE OR TRANSFER

In the event majority ownership of a hotel changes through any form of sale, all employees shall be paid severance pay up to the date of such sale by the outgoing owner or lessee. After payment has been made continuous service for the purpose of severance pay commences a new starting date from date of each sale. No duplication or pyramiding of payments is intended.

17.11 LIMITATION ON EMPLOYEE ENTITLEMENTS

Employees who are not actively employed are only entitled to continue to receive such rights, entitlements, benefits, as are specifically given to them by the express terms and conditions of this Agreement, or by applicable legislation.

17.12 TECHNOLOGICAL CHANGE

- (a) Should the introduction of a technological change lead to the layoff of employees in the bargaining unit, the Employer must do the following:
 - i) Provide at least twenty (20) days' notice to the Union and employees affected;
 - ii) Consult with the Union prior to the change taking place.
- (b) This Article does not exempt the Employer from any obligations it may have under Section 54 of the Labour Code.

17.13 ORGANIZATIONAL CHANGE

- (a) Should the introduction of a significant organizational change lead to a layoff of employees, the Employer must perform the following:
 - i) Provide at least twenty (20) days' notice to the Union and employees affected;
 - ii) Consult with the Union prior to the change taking place.
- (b) It is also agreed that "regular" layoffs that take place in the normal course of business and seasonal fluctuations would not fall under the term of this Article.
- (c) This Article does not exempt the Employer from any obligations it may have under Section 54 of the Labour Code.

ARTICLE 18 – HEALTH AND SAFETY

18.01 HEALTH AND SAFETY STANDARD

- (a) The Employer agrees to institute and maintain all necessary precautions to provide every employee a safe and health workplace.
- (b) The Employer shall comply with all applicable Provincial and Municipal Health and Safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice that may be improved upon by agreement of the Health and Safety Committee.

18.02 HEALTH AND SAFETY COMMITTEE

- (a) A Health and Safety Committee shall be established which is composed of a minimum of two Union members chosen by the Union. At no time shall the number of Employer members be allowed to out number the amount of Union members.
- (b) Two Co-Chairpersons shall be elected (or a Chairperson and a Secretary) from and by the members of the Committee. Where one of the Chairpersons is an Employer member, the other shall be a Union member and vice-versa.
- (c) The 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 appropriate government regulations.
- (d) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

18.03 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.

18.04 ILLNESS AND INJURY AT WORK

An employee who is injured at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of his/her workday at his/her regular rate of pay. The Employer shall bear the costs of any necessary transportation.

18.05 LIGHT DUTY

The Employer will provide advance notification to the Union of any light duty or modified work arrangements which it intends to discuss with any bargaining unit employee.

ARTICLE 19 - EMPLOYEE CONDUCT AND DRESS

19.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES

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.

19.02 CONTROL OF ABSENTEEISM

Recognizing that the absenteeism by employees creates staffing and scheduling problems, disruption in the work place to the detriment of other employees and increased cost to the detriment of all parties, the Employer is entitled to use any or all of the following measures in the control of absenteeism.

- i) the Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work.
- ii) every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on their behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances, and in the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.
- iii) where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfillment of the employment relationship with the Employer, the Employer may terminate the services of the employees.
- iv) in relation to any provision in this collective agreement where an Employer is entitled to require medical evidence of an employee's ability to return to work or to continue to work, the Employer may require that the employee be examined by and present a medical certificate from a physician agreed to between the employee's physician and the Employer. In the event that an Employer requires an employee to submit to such an examination, any

resulting charge by a doctor which is not paid by the employee's medical insurance plan will be paid by the Employer.

19.03 AUTHORITY RE CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS

When an employee is authorized to cash cheques, honour credit cards or credit accounts, they will not be held responsible for any losses provided they have followed management's instructions, but where an employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without such authorization from management they will be held responsible.

19.04 PROPER APPEARANCE

In consideration of the endeavour to improve the standards of the Hospitality Industry, it is agreed that a reasonable standard of appearance and dress may be adopted by the Employer which complements the style of operation. Such standard may include hair styles and lengths, and clothing colours, such as black dress skirts or slacks, white shirts and a uniform tie. These standards may be different for back of the house and front of the house employees and may be different in various departments.

19.05 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.

19.06 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.

ARTICLE 20 - LIQUOR CONTROL AND REGULATION

20.01 NEW EMPLOYEES - INSTRUCTION RE: LIQUOR CONTROL LEGISLATION AND REGULATIONS

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

20.02 EMPLOYEE SERVING LIQUOR

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

20.03 HOURS OF SERVICE

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

20.04 IMPLEMENTATION OF CHANGES IN REGULATIONS

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

ARTICLE 21 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

21.01

- (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 unsuitable for status as a regular employee.
- (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.

In the event an employee is to receive formal discipline the employee will have the right to have a shop steward (or their designate) present, provided they are available to attend the discipline meetings.

Where no shop steward is available the employee may choose to have another union member present.

- (d) Where no Shop Chairperson is recognized the Shop Steward will receive this information.
- (e) The Employer shall copy the Shop Steward on formal discipline letters. A breach of this Clause will not void any discipline letter issued.

21.02 DISCIPLINARY WARNINGS

Any verbal or written warning that has been placed on the file of an employee, will be removed from his file as soon as the employee has been employed for a further continuous period of twelve (12) months without incurring an additional disciplinary penalty.

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. At the employee's option, the employee may be accompanied by the Shop Steward for the Department in which the employee works. Where no Department Steward exists, the Employee may choose to be accompanied by the hotel Shop Steward.

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 occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.
- (b) 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.
- (c) The Employer's representative must answer the grievance in writing within ten (10) days.

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 shop chairperson 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 five (5) days of the date on which the written answer was delivered in Step One.

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:

- 1) the optional Grievance Procedure provided for in Article 22.13;
- 2) a single Arbitrator;
- 3) a Settlement Officer appointed under Section 87 of the Labour Relations Code;
- 4) use of the Fast Track Med/Arb Process in Article 22.14.

22.06 UNION AND EMPLOYER POLICY OR GENERAL GRIEVANCE

The Union or the Employer may file policy, or general 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 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.

22.13 OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE

The parties have agreed to initiate an Optional Grievance Investigation Procedure for the specified term of the Agreement, in accordance with the following:

(a) Purpose and Scope

- (i) Recognizing that there are times and circumstances in which it may be necessary to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties have agreed to provide for an Optional Grievance Investigation Procedure.
- (ii) The process is intended to complement the Grievance and Arbitration Procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

(b) Optional Grievance Investigation Procedure

- (i) As provided for in Section 103 of the Labour Relations Code of British Columbia, where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties will appoint one of the persons named herein as "Investigators", or a substitute agreed to by the parties, to:
 - 1) investigate the difference;
 - 2) define the issue in the difference, and
 - 3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

(c) Cost Sharing

As provided for in Section 103 of the Labour Relations Code of British Columbia, each party shall pay one-third (1/3) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or the Investigator's substitute. The remaining one-third (1/3) will be paid by the Provincial Government.

(d) Investigators - Alternates Agreed to, and Selection

- (i) The parties have agreed that for the term of this Agreement, the persons named in a Letter of Understanding will be recognized as their "Investigators" for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment.
- (ii) Selection of a particular named individual to serve in each instance shall be by agreement of the parties. Should the parties fail to

agree on the selection, then the person next on the list shall be chosen.

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

22.14 BINDING RECOMMENDATIONS

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

22.15 FAST TRACK MED/ARB PROCESS

- (a) Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined in Article 22 of the Collective Agreement.
 - 1) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement. (C.A.W. and H.I.R.)
 - 2) The outcome will be binding on both parties.
 - 3) The cost will be borne in accordance with Section 103 of the Labour Relations Code, i.e., Employer - one-third (1/3), Union - one-third (1/3), Government - one-third (1/3).

- 4) The procedure cannot be used should an application for a Settlement Officer, under Section 87 of the Labour Relations Code, have been made by either party.
- 5) No legal counsel will be used by either party. The Union will use elected officers or Union representatives. H.I.R. will use employees of their Industrial Relations Office.
- 6) The number of cases to be heard at any given time will not exceed three (3).
- 7) The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.
- 8) Wherever possible, the arbitrator will attempt to mediate a settlement between the parties.
- 9) In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
- 10) An agreed schedule for the process will be arranged in advance based on a mutual assessment of the length of time needed to present each case.
- 11) General rules of evidence will be waived except for the rule of "onus".
- 12) The offices of the parties will be used for the process on an alternating basis.
- 13) Procedure Guidelines
 - (i) The Opening Statement: This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek, at this point, to define the issue and to determine what evidence is agreed to and what is not.
 - (ii) The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
 - (iii) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the Arbitrator.

- (iv) Mediation: Counsel must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before the Arbitrator. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
 - (v) The Decision: If mediation fails, or is not appropriate, and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with counsel to explain the framework of the Arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
- (b) The Mediator/Arbitrator will be selected from the list contained in Letter of Understanding #2.

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) Department:
 - Banquets
 - Cabaret
 - Cocktail Lounge

- Coffee Shop
- Dining Room
- Front Desk
- Housekeeping
- Kitchen
- Licensed Retail Store
- Maintenance
- Parking
- Public House (Neighbourhood Pub)
- Security
- Specialty Dining Room

(b) Bank Rolling:

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

(c) Service Bartender:

A Service Bartender is defined as a Bartender who does not receive a direct monetary consideration from a customer.

IN WITNESS WHEREOF the parties hereto have hereunder caused their seals to be affixed under the hands of the proper officers.

THIS 11th DAY OF February, 201¹³2 A.D.

~~SIGNED ON BEHALF OF~~