

COLLECTIVE AGREEMENT

between the

WASHINGTON INN

and the

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

Effective from November 1, 1995 to October 31, 1998

TABLE OF CONTENTS

DEFINITIONS	1
ARTICLE 1 - PURPOSE	2
1.1 Purpose of Agreement	2
1.2 Future Legislation	2
1.3 Implementation of Changes in Regulations	2
1.4 Conflict with Regulations	2
1.5 Singular and Plural	2
1.6 Sexual Harassment	2
1.7 Human Rights	3
ARTICLE 2 - UNION RECOGNITION AND RIGHTS	3
2.1 Bargaining Agent Recognition	3
2.2 Washington Inn Recognition	3
2.3 Union Jurisdiction	3
2.4 Right to Refuse to Work with Non-Union Employees	3
2.5 Bargaining Unit Work	3
2.6 No Other Agreement	4
2.7 Union and Employer Representation	4
2.8 Correspondence	4
2.9 Union Representatives	4
2.10 Recognition and Rights of Stewards	4
2.11 Union Bulletin Board	5
2.12 Union Insignia and Union Shop Card	5
2.13 Right to Refuse To Cross Picket Lines	5
2.14 Fair Labour Policy	5
ARTICLE 3 - UNION SECURITY	5
3.1 Hiring Process	5
3.2 Partners and Shareholders	6
ARTICLE 4 - CHECK-OFF OF UNION DUES	7
ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES	7
ARTICLE 6 - MANAGEMENT OF EMPLOYEES	8
6.1 Management Rights	8
6.2 Rights Subject to Collective Agreement	8
ARTICLE 7 - HOUSE RULES	8
7.1 Requirement to Notify Union	8
7.2 Hours of Service	8

7.3	Glass Limit	8
7.4	Waiter Tray Size	8
7.5	Refusal of Service	8
7.6	Employer Liability for Damage	9
7.7	Court Attendance	9
7.8	Cheques, Credit Cards and Credit Account Authority.....	9
7.9	Kitchen and Dining Lounge Meal Entitlement	9
7.10	Lock-Up for Personal Effects	9
7.11	No Change in Work Force	9
7.12	Employee Attendance at Staff Meetings	9
ARTICLE 8 - GRIEVANCE PROCEDURE		10
8.1	Grievance Procedure	10
8.2	Step 1	10
8.3	Time Limits to Present Initial Grievance	10
8.4	Step 2	10
8.5	Time Limit to Reply at Step 2	11
8.6	Time Limits to Submit to Arbitration.....	11
8.7	Dismissal or Suspension Grievance	11
8.8	Deviation from Grievance Procedure	11
8.9	Technical Objections to Grievances.....	11
8.10	Amending Time Limits	12
ARTICLE 9 - ARBITRATION		12
9.1	Notice of Intent to Arbitrate.....	12
9.2	Single Arbitrator.....	12
9.3	Single Arbitrator Procedure	12
9.4	Decision of Arbitrator	12
9.5	Disagreement on Decision	12
9.6	Expenses of Arbitrator	12
9.7	Amending Time Limits	12
ARTICLE 10 - DISCIPLINE		13
10.1	Just Cause.....	13
10.2	Discipline Grievance.....	13
10.3	Right to Grieve Other Disciplinary Action	13
10.4	Right to Have Steward Present	13
10.5	Right of Steward to Have Staff Representative Present	13
10.6	Personnel File.....	13
ARTICLE 11 - SENIORITY		14
11.1	Seniority Entitlement Defined	14
11.2	Seniority During Initial Probation	14
11.3	Seniority Lists	14
11.4	Accrual of Seniority.....	15
11.5	Seniority Retained But Not Accrued.....	15
11.6	Seniority Lost	15
ARTICLE 12 - PROMOTION, TRANSFER AND DEMOTION.....		15
12.1	Vacancies and New Positions	15

12.2	Transfers.....	16
12.3	Trial Period.....	16
12.4	Job Posting	16
12.5	Form of Posting.....	16
12.6	Temporary Appointments	16
ARTICLE 13 - LAYOFF AND RECALL PROCEDURE		16
13.1	Layoff.....	16
13.2	Recall.....	17
13.3	Contact Point.....	17
13.4	Notice of Recall.....	17
13.5	Indefinite Layoff	17
ARTICLE 14 - HOURS OF WORK, OVERTIME AND SCHEDULING		18
14.1	Normal Straight-Time Hours of Work	18
14.2	Split Shifts	18
14.3	Shift Hours	18
14.4	Maximizing the Length of Shifts and Guaranteed Minimum Daily Hours of Work	18
14.5	Assignment of Shifts by Seniority.....	19
14.6	Days Off.....	19
14.7	Time Worked on Sixth and Seventh Consecutive Days	19
14.8	Payment for Time in Lieu of Breaks	19
14.9	Unpaid Meal Breaks.....	19
14.10	Rest Periods.....	19
14.11	Work Start Time.....	20
14.12	Work Schedules	20
14.13	Changes in Work Schedules	20
ARTICLE 15 - EMPLOYEE TRAINING.....		21
15.1	Union Permission.....	21
15.2	Liquor Control Legislation and Regulation Instruction for New Employees	21
ARTICLE 16 - UNIFORMS AND CLOTHING		21
16.1	Proper Dress	21
16.2	Unconventional Mode of Dress.....	21
16.3	Special Uniforms.....	22
ARTICLE 17 - PAID HOLIDAYS		22
17.1	Paid Holidays	22
17.2	Holiday Falling on Day Off.....	22
17.3	Normal Day's Pay.....	22
17.4	Premium for Work on Holiday	22
17.5	Premium for Additional Hours on Holiday.....	22
17.6	Statutory Holiday During and Following Employee's Vacation	23
17.7	Eligibility for Holiday Pay.....	23
17.8	Loss of Holiday Pay.....	23
17.9	Normal Schedule Must Prevail.....	23
ARTICLE 18 - ANNUAL VACATION		23

18.1	Casual Employees	23
18.2	Annual Vacations and Pay Entitlements	24
18.3	Prime Time	24
18.4	Seniority Preference in Scheduling	24
18.5	Circulation of Vacation Preference Form	24
18.6	Vacation Pay on Termination	25
18.7	Vacation Pay on Notice	25
ARTICLE 19 - ILLNESS AND INJURY.....		25
19.1	Return to Work Following Illness or Injury	25
19.2	Certification of Fitness.....	25
19.3	Delay on Prolonged Illness or Injury.....	25
19.4	Request for Doctor's Certificate.....	26
ARTICLE 20 - UNION AND OTHER LEAVE.....		26
20.1	Leave to Hold Union Office	26
20.2	Leave for Union Business.....	26
20.3	Bereavement Leave	27
20.4	Jury and Witness Duty	27
20.5	Election Days	27
20.6	Time Off to Vote.....	27
20.7	Military Service.....	27
ARTICLE 21 - MATERNITY AND PARENTAL LEAVE		27
21.1	Parental Leave	27
21.2	Eligibility.....	28
21.3	Amount of Maternity Leave	28
21.4	Period of Leave	28
21.5	Placement on Return	28
21.6	Fringe Benefits Continue	28
21.7	Benefits on Return from Maternity and Parental Leave	28
21.8	Adoption Leave.....	29
ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY.....		29
22.1	Statutory Compliance.....	29
22.2	Unsafe Work Conditions	29
22.3	Injury Pay Provision.....	29
22.4	Transportation of Accident Victims	29
ARTICLE 23 - TECHNOLOGICAL CHANGE.....		29
ARTICLE 24 - SEVERANCE PAY AND CASHOUT		29
24.1	Severance Pay	29
24.2	Cashout in the Event of Sale.....	30
24.3	Severance Pay Claim.....	30
ARTICLE 25 - FRINGE BENEFITS.....		30
25.1	Employer's Contribution	30
25.2	Payment of Contributions	30
25.3	Employer Statement.....	30

25.4	Failure to Remit.....	31
25.5	Investigation of the Employer's Payroll Records	31
ARTICLE 26 - MAID WORK LOAD		31
ARTICLE 27 - PAYMENT OF WAGES		31
27.1	Equal Pay.....	31
27.2	Wage Rates.....	31
27.3	Payment of Wages Upon Termination, Layoff or Resignation	31
27.4	Combined Classifications	32
27.5	Gratuity Distribution.....	32
ARTICLE 28 - JOB CLASSIFICATIONS.....		32
28.1	New Classifications.....	32
ARTICLE 29 - DURATION OF AGREEMENT		33
29.1	Duration.....	33
29.2	Change in Agreement.....	33
29.3	Agreement to Continue in Force.....	33
29.4	Section 50(3) Excluded.....	33
29.5	Effective Date of Agreement	33
APPENDIX A WAGE SCALE		35
MEMORANDUM OF AGREEMENT NO. 1 FAST TRACK		
	MEDIATION/ARBITRATION PROCESS	36
MEMORANDUM OF AGREEMENT NO. 2 NEW FACILITIES.....		38
MEMORANDUM OF AGREEMENT NO. 3 RESPECTING ARTICLE 24.2		39
MEMORANDUM OF AGREEMENT NO. 4 STAFF MEAL AND STAFF DISCOUNTS.....		40
MEMORANDUM OF AGREEMENT NO. 5 INDEMNIFYING LANGUAGE.....		41

DEFINITIONS

"Bank Rolling" - is defined as accumulating penalty time beyond the pay period immediately following the period in which the violation occurred.

"Child" - is deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.

"Department" - is defined as Front Desk, Housekeeping/Janitorial/Maintenance (Housekeeping), Restaurant/Banquet, Lounge, Pub and Cabaret.

"Job Requirement" - a written outline for each job as listed in Appendix A as agreed to by the Parties.

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

"Service Bartender" - A bartender who does not receive a direct monetary consideration from a customer.

"Time Span Reference" - 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.

"Types of Employees" -

"Casual Employee" - an employee who:

- (a) works from time to time, on an "on-call" basis;
- (b) does not work on regular scheduled shifts;
- (c) works only to cover situations which arise after the weekly schedule is posted or as a replacement for a regular employee.

"Probationary Employee" - an employee who is hired into probationary status and who has not yet successfully completed seventy-five (75) days.

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

- PURPOSE

.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

.2 Future Legislation

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

.3 Implementation of Changes in Regulations

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

.4 Conflict with Regulations

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

.5 Singular and Plural

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

.6 Sexual Harassment

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

(b) "*Sexual Harassment*" means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

(1) sexual solicitation or advance or inappropriate touching or sexual assault; or

(2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(c) Harassment is defined as repeated comments or deliberate actions that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work-related purpose, toward an individual or individuals by the employees or the Employer, on any prohibited grounds of discrimination under the Human Rights Act of British Columbia, including age, race, sex, sexual orientation, national or

ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted.

(d) An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence through the Union directly to the Union and the Employer at Step 2 of the grievance procedure. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(e) If the complaint is not resolved pursuant to Clause 1.6(d) above, the complaint shall be referred for final resolution through arbitration. Either Party may refer it to this process without the agreement of the other Party.

.7 Human Rights

(a) The Employer agrees that, subject to this Agreement, there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of residence, physical handicap, nor by reason of his/her membership or activity in the Union, or any other reason.

(b) Nothing contained in Clause 1.7(a) shall be interpreted as prohibiting the Parties from jointly agreeing to an Affirmative Action Program.

- UNION RECOGNITION AND RIGHTS

.1 Bargaining Agent Recognition

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

.2 Washington Inn Recognition

The Union recognizes Anthony Douglas and Valerie Elizabeth Saunders as the lawful authority to exclusively bargain and administrate this Collective Agreement.

.3 Union Jurisdiction

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

.4 Right to Refuse to Work with Non-Union Employees

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

.5 Bargaining Unit Work

(a) All persons whose regular job is excluded from the bargaining unit shall not work on any job for which rates are established by this Agreement. The only exception to this is as follows: for the purpose of instruction, experimentation, management training, in which case trainees shall not displace or replace any employee in the aforesaid classifications except in cases of emergency when regular employees are not available.

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

.6 No Other Agreement

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

.7 Union and Employer Representation

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

.8 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any Clause in this Agreement as it applies to that employee, shall be forwarded to the President of the Union or his/her designate.

.9 Union Representatives

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

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

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

.10 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees.

- (b) 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.
- (c) The Employer agrees to recognize a duly appointed or elected shop steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (d) The shop steward's first obligation is the fulfilment of his/her responsibilities as an employee. The Union steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) The shop steward shall not be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.

.11 Union Bulletin Board

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

.12 Union Insignia and Union Shop Card

Union members shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

.13 Right to Refuse To Cross Picket Lines

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

.14 Fair Labour Policy

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

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- UNION SECURITY

.1 Hiring Process

(a) All staff for positions within the bargaining unit will be hired through a Union and Employer jointly-administered process. For this purpose, the Union and each Employer shall appoint one (1) designate each who will, by mutual agreement, be responsible for advertising employment opportunities, reviewing employment applications, shortlisting employment applicants, interviewing employment applicants, and determining whether applicants are eligible for employment with the Hotel.

(b) The hiring process shall be administered as follows:

(1) Leave for the Union's designate shall be paid by the Union for the first forty-eight (48) hours in the period between November 1st and October 31st of each year of the Collective Agreement. All hours of leave in excess of the aforementioned shall be Employer paid.

(2) As and when necessary, the designates shall, by mutual agreement, place job advertisements in the local newspaper(s) seeking applicants for employment opportunities at the Hotel. The cost of the advertisement shall be equally shared by the Union and the Employer.

All applicants shall be required to complete a mutually agreed to "*Hotel/BCGEU Job Application Form*" which will be available at either the Hotel or the BCGEU Area Office to facilitate prescreening of previously rejected applicants for this purpose.

(3) The designates shall, at a mutually agreed-to time, jointly review all job applications, shortlist job applications, and interview job applicants. The Employer shall be responsible for arranging interview times for those applicants to be interviewed.

(4) The Employer shall maintain an outline of the job requirements which must be approved by the Union, such approval not to be unreasonably withheld. A job applicant must satisfy the job requirements in order to be eligible for employment.

(5) The Union designate and the Employer designate must both agree to the placement of a job applicant on the eligibility list and, thereafter, only those applicants on the eligibility list may be contacted by the Employer for employment. The Employer will supply the Union designate and the BCGEU Area Office with a copy of the eligibility list which shall include the employee's name, mailing address, and telephone number(s). The Union will send a mutually agreed-to letter notifying those applicants of their acceptance and placement on the eligibility list.

(6) The Employer shall maintain a record of contacts (date, time and position available), whether successful or not, which they made with those on the eligibility list. On request, the Union designate shall be allowed to review these records.

(7) When the Employer hires an employee, they shall immediately advise the BCGEU Area office and Union designate in writing of the name, current mailing address, and job classification of the new employee.

(c) The hiring of new employees shall not cause a loss of work or layoff of members currently employed at the Hotel.

(d) All employees shall, as a condition of employment, become members of the Union and maintain such membership (subject only to the provisions of Section 17 of the Labour Relations Code). of British Columbia).

.2 Partners and Shareholders

- (a) Shareholders and partners in excess of two (2) and managers working in an operation covered by this Agreement shall join the Union and be governed by the terms and conditions as defined in this Agreement.
- (b) Shareholders, partners and/or managers who may be required to join the Union shall not displace or replace a member of this Union.
- (c) A shareholder or partner is a person who has purchased at least ten percent (10%) of the total business and continues to be a voting member of the owner group.

- CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deductions and the Employer shall also provide a list of names of those employees from whose earnings such deductions have been made together with:
 - (1) the amounts deducted from each employee;
 - (2) the employee's Social Insurance Number;
 - (3) current home address and home phone number;
 - (4) classification and rate of pay;
 - (5) number of hours worked during the period covered.
- (b) Before the Employer is obliged to deduct any amount under Clause (a) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (c) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (d) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's earnings the amount of the regular monthly dues and/or assessments payable to the Union by a member of the Union.

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

ARTICLE 2 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off. A new employee shall be advised of the name and location of his/her steward. The employee's immediate supervisor will introduce him/her to his/her steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees to notify the appropriate steward of all newly hired employees within that department. Such notification shall include the name and start date of each new hire. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's obligations to the Employer and the Union.

- MANAGEMENT OF EMPLOYEES

.1 Management Rights

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

.2 Rights Subject to Collective Agreement

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

- HOUSE RULES

.1 Requirement to Notify Union

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

.2 Hours of Service

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

.3 Glass Limit

It is mutually agreed that no waiter shall be required to carry a load exceeding twelve (12) glasses or equivalent.

.4 Waiter Tray Size

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 his/her own tray.

.5 Refusal of Service

(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 or who in the opinion of the employee is in an unfit condition for further service. Where, after asking the person to produce suitable identification and proof of age or notifying the person that they are in an unfit condition for further service, an employee who is in doubt as to age or condition may refuse service.

(b) If an employee is directed by a person designated by the Employer to serve a person as described in Clause 7.5(a) above, 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.

.6 Employer Liability for Damage

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

.7 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 he/she is employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours' pay.

.8 Cheques, Credit Cards and Credit Account Authority

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

.9 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.

.10 Lock-Up for Personal Effects

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

.11 No Change in Work Force

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

.12 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting during his/her regular working hours, the employee shall be compensated at his/her 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.

- GRIEVANCE PROCEDURE

.1 Grievance Procedure

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

.2 Step 1

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

.2 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, must do so no later than ten (10) days after the date:

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

.3 Step 2

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

.2 Time Limit to Reply at Step 2

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

.3 Time Limits to Submit to Arbitration

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

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

.4 Dismissal or Suspension Grievance

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

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

.5 Deviation from Grievance Procedure

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

.6 Technical Objections to Grievances

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

.7 Amending Time Limits

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

- ARBITRATION

.1 Notice of Intent to Arbitrate

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

.2 Single Arbitrator

When a Party has requested that a grievance be submitted to arbitration, the Parties shall have five (5) working days to agree on a single arbitrator. Failing such agreement, either Party may request that a single arbitrator be appointed pursuant to the Labour Relations Code of British Columbia.

.3 Single Arbitrator Procedure

The arbitrator may determine his/her own procedure in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all Parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

.4 Decision of Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on the Parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he/she deems

just and equitable. However, the arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

.5 Disagreement on Decision

Should the Parties disagree as to the meaning of the arbitrator's decision, either Party may apply to the arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) days of receipt of such application.

.6 Expenses of Arbitrator

Each Party shall pay one-half (½) of the fees and expenses of the arbitrator.

.7 Amending Time Limits

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

- DISCIPLINE

.1 Just Cause

- (a) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
- (b) During the initial probation period specified in this Agreement, a probationary employee may be discharged if he/she is unsuitable for status as an employee.

.2 Discipline Grievance

All dismissals, suspensions and discipline will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal, suspension or discipline shall be given to the employee at the time the discipline is imposed; failure to do so shall render the discipline a nullity. A copy of the written notice of dismissal, suspension or discipline shall be forwarded to the President of the Union or his/her designate within five (5) days of the action being taken.

.3 Right to Grieve Other Disciplinary Action

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

.4 Right to Have Steward Present

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes or impose discipline, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward. This Clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

.5 Right of Steward to Have Staff Representative Present

A steward shall have the right to consult with a staff representative of the Union and to have a representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.

.6 Personnel File

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

- SENIORITY

.1 Seniority Entitlement Defined

(a) For the purpose of this Agreement except as outlined in (b) below, and for the purposes of Articles 12.1 and 13.5, seniority shall be based on an employee's continuous length of service in a classification, within a particular department in the Employer's operation. Such seniority will be calculated in hours worked.

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

(c) Where an employee is scheduled in different classifications within a department, seniority will be based on actual hours worked and will accrue in a maximum of two (2) classifications. Where an employee works in more than two (2) classifications, the classification with the least amount of hours worked by the employee will accrue seniority in the classification where the majority of hours are worked.

(d) Where an employee earns seniority in two (2) classifications pursuant to Clause 11.1(c) above and the higher paying classification is scheduled for less than five (5) days per week, the senior employee is entitled to pick up the required number of days to a maximum of five (5) days per week in the second classification within the department.

(e) In the case of a layoff in an employee's higher paying classification, the employee shall be entitled to move to their second classification with their combined seniority, to ensure recognition and rights consistent with their length of service within the property.

(f) In the case of an employee in one classification claiming shifts in another classification within the same department, such employee must be qualified and presently able to perform the job in the second classification without training.

(g) When an employee is on a leave for any reason which accrues seniority hours, the seniority shall be accrued in the classification where the employee works the majority of their hours.

.2 Seniority During Initial Probation

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

(b) During initial probation an employee may be paid twenty-five percent (25%) less than the rate outlined in Appendix A for the job to which he/she is assigned.

(c) The Union and the Employer agree that when employees are rehired they shall be entitled to the full rate of pay for the classification in which they are hired.

.3 Seniority Lists

(a) On January 1st and July 1st of each year, seniority lists shall be posted. The seniority list shall contain the following information:

- (1) employee's name
- (2) date of seniority
- (3) employee's 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 Stewards and one (1) copy to the Union Staff Representative.

(d) New employees will be added to the list at the time they attain seniority.

.2 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) leave in accordance with Article 21;
- (e) leave in accordance with Article 18 based on the formula in Article 17.3.

.2 Seniority Retained But Not Accrued

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

.4 Seniority Lost

Seniority will be lost when an employee:

- (a) receives severance pay in accordance with this Agreement;
- (b) voluntarily terminates his/her employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff more than twelve (12) consecutive months;
- (e) he/she does not return to work on the date specified following an approved leave of absence other than medical.

ARTICLE 2 - PROMOTION, TRANSFER AND DEMOTION

.1 Vacancies and New Positions

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

.5 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.

.2 Trial Period

- (a) Any employee who fills a vacancy, new position, or transfer appointment by the Employer, shall be on a trial period for up to thirty (30) days. During this trial period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer. Also, during the trial period, an employee shall receive 25% less than the established rate.
- (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 he/she does not want to continue in the job, then the employee will be returned to his/her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence, to move back into their job positions and wage rates, which they previously occupied.

.3 Job Posting

All vacancies and new positions within the bargaining unit will be posted on the bulletin board in each department for at least five (5) consecutive work days. A copy of all postings will be immediately forwarded to the President of the Union or his/her designate.

.6 Form of Posting

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

.7 Temporary Appointments

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

ARTICLE 2 - LAYOFF AND RECALL PROCEDURE

.1 Layoff

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

.8 Recall

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

.9 Contact Point

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

.10 Notice of Recall

- (a) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or telegraph. Any employee failing to report for duty within five (5) calendar days from the time of such notification, shall be considered to have resigned without notice.
- (b) For employees who have responded pursuant to Clause 13.4(a), the Employer, upon request, shall grant the employee so involved an additional seven (7) days to report to work for his/her first shift.
- (c) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall while they maintain such restrictions.

.2 Indefinite Layoff

In the event of a closure of a department or departments or an indefinite layoff, a regular employee with one (1) or more years service who is affected will be placed within other areas of the operation on the basis of his/her seniority subject only to his/her possessing sufficient qualifications, skill and ability to satisfactorily perform the work in the alternate job after a period of on-the-job orientation under immediate supervision.

- **HOURS OF WORK, OVERTIME AND SCHEDULING**

.1 Normal Straight-Time Hours of Work

- (a) The normal straight-time hours of work assigned by the Employer shall conform with the following guidelines:
 - (1) not more than eight (8) hours in any one (1) day;
 - (2) not more than five (5) working days in any seven (7) day period;
 - (3) 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 shall be paid at double time the hourly rate.

.2 Split Shifts

- (a) Where split shifts are assigned by the Employer, they must conform with the following guidelines:
 - (1) no shift of less than seven (7) hours may be split;
 - (2) no shift may be split more than once;
 - (3) no part of a split shift shall be less than two (2) hours;
 - (4) all split shifts must be worked within a twelve (12) hour period.
- (b) A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.
- (c) The premiums shall be as follows:
 - (1) seven (7) hours worked for eight (8) hours straight-time pay;

- (2) eight (8) hours worked for nine (9) hours straight-time pay.

.3 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 14.5;
- (c) all hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight-time rate.

.2 Maximizing the Length of Shifts and Guaranteed Minimum Daily Hours of Work

- (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 minimum daily hours of work guaranteed shall be pursuant to the Employment Standards Act. Specifically, an employee who reports for work at the call of an Employer and commences work is entitled to a minimum of four (4) hours' pay at the regular rate. An employee who reports for work at the call of an Employer and finds there is no work available is entitled to a minimum of two (2) hours' pay at the regular rate.

.3 Assignment of Shifts by Seniority

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

The Employer must offer and assign all available 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 forty (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.

Should shifts of equal length be available, the senior employee shall determine the preferable shift.

The senior employee in all departments shall determine the preferable days off.

.2 Days Off

All employees shall receive two (2) consecutive days off in each seven (7) days unless, at the option of the employee, applied for in writing, they may choose to have days off, not necessarily consecutive. Employees may opt to have non-consecutive days off by providing the Employer with fourteen (14) days notice in

writing. Should the employee opt to return to have two (2) consecutive days off in each seven (7) days, he/she shall advise the Employer with fourteen (14) days notice in writing and the Employer shall grant the request.

.3 Time Worked on Sixth and Seventh Consecutive Days

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

.4 Payment for Time in Lieu of Breaks

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

.2 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 be one-half (1/2) hour in duration.

.5 Rest Periods

- (a) All employees are entitled to rest periods in accordance with the following schedule:
 - (1) four (4) hoursone (1) ten (10) minute rest period;
 - (2) five (5) hoursone (1) ten (10) minute rest period;
 - (3) six (6) hoursone (1) ten (10) minute rest period;
 - (4) seven (7) hourstwo (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.

.2 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.

.6 Work Schedules

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
 - employee's name
 - classification
 - days off

➤ starting and finishing times

(a) 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.

(b) 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.

(c) The Employer will provide the Steward with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.

(d) By noon Wednesday of each work week the Employer will establish and make available the complete schedule of anticipated coverage in each department for the period commencing midnight Saturday of that week and continuing forward to 11:59 p.m. Saturday one week later.

.2 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) Employees who report to work as scheduled shall be paid for the shift in the event that the shift is cancelled.

(f) (1) Employees may exchange shifts with prior authorization of the Employer and the Employer shall not unreasonably withhold authorization.

(1) There shall be no increased cost to the Employer should employees exchange shifts with the Employer's authorization.

(2) Once the Employer has authorized the exchange of shifts, there shall be no grievances filed as a result of an authorized and agreed-to shift exchange.

ARTICLE 2

- EMPLOYEE TRAINING

.1 Union Permission

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.

.7 Liquor Control Legislation and Regulation Instruction for New Employees

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

- UNIFORMS AND CLOTHING

.1 Proper Dress

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

.2 Unconventional Mode of Dress

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

.3 Special Uniforms

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

- PAID HOLIDAYS

.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
One (1) Floating 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 or at a time of the employees choice provided two (2) weeks notice is given and provided the Employer may limit the number of employees on a floating holiday at any one time to one (1) employee per department. The floating holiday shall be payable at straight-time for each hour the employee would normally have worked. Should Heritage Day or any other day be proclaimed as mandatory during the term of this Agreement, it shall be substituted for the floating holiday.

.2 Holiday Falling on Day Off

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

.3 Normal Day's Pay

For purposes of this article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours he/she has worked in the two (2) week period immediately preceding the week in which the holiday occurs, divided by ten (10) to establish the hours to be paid for the holiday. In the case of the calculation of a normal day's pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.

.4 Premium for Work on Holiday

An employee who is scheduled by the Employer to work on a holiday, shall be paid two and one-half (2½) times his/her normal wage rate for any hours so worked. The application of Article 17.3 does not apply to this article.

.5 Premium for Additional Hours on Holiday

An employee who works more than his/her regularly scheduled hours shall be paid double time and one-half (2½) for all such additional hours worked.

.6 Statutory Holiday During and Following Employee's Vacation

(a) Should any statutory holiday occur during an employee's vacation period, the formula in Article 17.3 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 17.3 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 17.3 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.

.2 Eligibility for Holiday Pay

(a) To be eligible to receive pay for a holiday, an employee must work his/her last regularly scheduled shift immediately prior to the holiday and his/her first regularly scheduled shift following the holiday.

(b) The eligibility requirements in Clause 17.7(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.

.3 Loss of Holiday Pay

If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without leave of the Employer, he/she shall not receive any pay for such holiday.

.7 Normal Schedule Must Prevail

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

- ANNUAL VACATION

.1 Casual Employees

- (a) Casual employees and other employees with less than one (1) year of completed service, will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) At the employees' option, casual employees will receive any annual vacation pay to which they are entitled with their regular paycheques for each pay period.

.2 Annual Vacations and Pay Entitlements

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

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 12 years	4 weeks	8%
12 years but less than 20 years	5 weeks	10%

- (a) "*Consecutive years*" as used herein, shall be understood to mean consecutive years of service with the same establishment.
- (b) "*Annual vacation pay*" shall be calculated using the applicable percentage/or percentages from (a) above, as a percentage of the employee's gross earnings for the preceding year, or since his/her last full payout.
- (c) "*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.

(d) For the purpose of calculating vacation time pursuant to Clause 18.2(a), the higher time shall be used for any vacation period taken during the qualifying anniversary year. An employee who terminates prior to actually reaching his/her qualifying anniversary date shall have any over payment deducted from his/her final pay.

.2 Prime Time

Subject to the provisions of this Article, it is the intent of the Parties that no employee shall be restricted in the time of year he/she chooses to take his/her vacation entitlement. However, all employees shall be allowed to take up to four (4) weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which shall be defined as the prime-time vacation period.

.2 Seniority Preference in Scheduling

(a) Employees shall have preference in respect to annual vacations, within their department and classification, according to seniority with a minimum of one (1) employee in any classification having the right to schedule his/her vacation at any time. Where an employee chooses to split his/her vacation, his/her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

(b) Vacations shall be scheduled in blocks not less than five (5) days at a time.

.2 Circulation of Vacation Preference Form

(a) Vacation preference forms will be circulated by April 1 of each year and posted by May 1 of each year.

(b) An employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation preference form shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Vacation requests received after May 1 in any year shall be approved in accordance with this Article within thirty (30) days of receipt of the request.

(d) A vacation period, once scheduled, will not be cancelled without the consent of the employee.

.3 Vacation Pay on Termination

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

.3 Vacation Pay on Notice

(a) An employee shall be provided with his/her full vacation pay on the last payday preceding his/her scheduled vacation. Vacation pay shall be accompanied by a complete statement outlining the basis upon which the vacation pay was calculated.

(b) Employees who choose to split their vacation entitlement shall be entitled to receive an advance of up to one-half ($\frac{1}{2}$) of his/her vacation pay accumulated to date of request. This advance if requested, shall be made available on the payday preceding the first vacation period scheduled in any year provided it was requested two (2) weeks in advance of that payday.

- (c) Employees who chose the option of taking vacation pay shall be issued their vacation pay on a separate cheque other than their regular paycheque.

ARTICLE 2

- ILLNESS AND INJURY

.1 Return to Work Following Illness or Injury

In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in his/her former position within twenty-four (24) hours, with all rights and conditions which he/she formerly enjoyed, according to the terms of the Agreement which is in effect at the time of his/her return, subject to the further conditions which follow.

.4 Certification of Fitness

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 medically able to resume the performance of the duties if such employee has been absent for a period of two (2) weeks or greater.

.5 Delay on Prolonged Illness or Injury

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

.6 Request for Doctor's Certificate

Employees shall be reimbursed for the cost of a medical certificate to a maximum of twenty dollars (\$20) when they are requested by the Employer to supply a Doctor's Certificate for any reason. All such requests, by the Employer, shall be provided in writing. Employees must produce a receipt of payment in order to receive reimbursement.

- UNION AND OTHER LEAVE

.1 Leave to Hold Union Office

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union office for a period of up to and including three (3) years.
- (b) A request for such approved leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by the President of the Union. A request for leave under this clause may be denied until such time as the Employer has had thirty (30) days advance notice.
- (c) An employee who obtains such a leave of absence shall return to his/her employment within thirty (30) calendar days after the completion of his/her employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

.2 Leave for Union Business

(a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay and without loss of seniority in accordance with Article 11.4 to:

- (1) elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (4) to employees called by the Union to appear as witnesses.

(b) In exercising its rights under Clause 20.2(a) the Union will take into consideration the availability of replacement staff. Provided leave is requested for only one (1) employee that employee shall be deemed to be replaceable and the leave granted without question by the Employer.

(c) In the event the Union fails to provide the Employer with at least seven (7) days' notice prior to the commencement of the leave under Clause 20.2(a) and there are no staff available to replace the employee for whom leave is requested, then the Employer may deny the leave until proper notice is given.

(d) To facilitate the administration of this clause, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence under this clause shall include sufficient travel time. It is understood that employees on leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence.

.3 Bereavement Leave

(a) A regular employee will be granted three (3) working 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, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, grandparents, step-children, step-parents, and same-sex spouse.

(c) For purposes of this Article, *"spouse"* shall be defined to include a common-law spouse with whom the employee has co-habited for a minimum of one (1) year.

(d) The entitlement under this clause shall be in accordance with the calculation in Article 17.3.

.4 Jury and Witness Duty

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

.2 Election Days

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

.3 Time Off to Vote

An employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot without loss of pay.

.4 Military Service

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

- MATERNITY AND PARENTAL LEAVE

.1 Parental Leave

(a) An employee, upon his or her written request for parental leave, shall be granted leave of absence from work without pay. Employees making a request must provide four (4) weeks' advance notice. As well, an employee may be asked to provide a certificate from a medical practitioner stating the actual date of birth or the probable date of birth.

(b) An employee who qualifies in Clause 21.1(a) above shall be entitled to a maximum leave of twelve (12) weeks, or a shorter period if the employee requests, commencing:

(1) in the case of a natural mother, immediately following the expiry of the maternity leave taken pursuant to this Article;

(2) in the case of the natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child;

(3) in the case of an adopting parent, following the adoption of the child and within a fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the parent.

(c) If the newborn child or adopted child will be, or is, at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, or it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological, or emotional condition, the employee shall be granted a further parental leave of absence from work without pay, for a period not exceeding a total of five (5) consecutive weeks.

(d) Notwithstanding Article 21.1, an employee's combined entitlement of leave of absence from work under this Article shall not exceed thirty-two (32) weeks.

.2 Eligibility

An employee shall qualify for maternity and parental leave without pay upon completion of the initial probation period.

.2 Amount of Maternity Leave

Upon request the employee will be granted leave of absence for a period of not more than eighteen (18) weeks.

.3 Period of Leave

The period of maternity leave shall be from such date before the expected date of termination of the pregnancy as is determined by the woman and her doctor.

.4 Placement on Return

On return from maternity and parental leave, an employee shall be placed in her former position.

.5 Fringe Benefits Continue

During the period of maternity and parental leave the Employer shall continue contributions to the fringe benefit package on the same basis as though the employee had not taken the leave.

.6 Benefits on Return from Maternity and Parental Leave

During the period of maternity and parental leave an employee shall maintain and accrue seniority and shall receive vacation and vacation pay as though the leave had not been taken.

.7 Adoption Leave

- (a) Upon request, an employee who has completed his/her probationary period will be granted adoption leave of not more than eighteen (18) weeks. Where both parents are employees of the Employer, the combined leave shall not exceed eighteen (18) weeks.
- (b) The period of adoption leave shall commence within two (2) weeks of the date of adoption.
- (c) The provisions of Articles 21.4, 21.5 and 21.6 shall apply equally to adoption leave.

- **OCCUPATIONAL HEALTH AND SAFETY**

.1 Statutory Compliance

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

.2 Unsafe Work Conditions

Where an employee acts in compliance with Section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations as it existed on May 1, 1983, he/she shall not be subject to disciplinary action.

.3 Injury Pay Provision

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

.4 Transportation of Accident Victims

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

- TECHNOLOGICAL CHANGE

The procedures to be followed by the Employer and the Union concerning technological change shall be in accordance with the Labour Relations Code of British Columbia.

- SEVERANCE PAY AND CASHOUT

.1 Severance Pay

(a) All terminated employees, except those terminated for just cause, shall receive two (2) weeks' severance pay where the employee has completed a period of six (6) consecutive months, after and completion of employment of three (3) consecutive years, one (1) additional week's pay, and for each subsequent completed year of employment, an additional week's pay up to a maximum of eight (8) weeks' pay.

(b) The weekly wage entitlement is determined as an average of the last eight (8) weeks in which wages were earned or the last year's normal weekly wages, whichever is higher, times weeks of entitlement.

.2 Cashout in the Event of Sale

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

.2 Severance Pay Claim

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

- FRINGE BENEFITS

.1 Employer's Contribution

The breakdown and allocation of the Employer's contribution as specified in Article 25.1 effective date of ratification shall be as follows:

- (a) Health and Welfare - ninety cents (90¢)
- (b) Registered Retirement Savings Plan

The Employer shall remit fifteen cents (15¢) per hour effective November 1, 1996 on behalf of each employee in the bargaining unit to Canada Life Assurance Company towards a Registered Retirement Savings Plan. The Employer shall supply a copy of each remittance to the Union. This Plan shall provide for individual voluntary contributions by each employee.

The Employer shall contribute an additional 3¢ per hour as of November 1, 1997.

The Employer shall withhold RRSP contributions for probationary employees until the employee has finished probation. If the employee successfully completes probation, these monies shall be forwarded to the Union. Otherwise, they shall be given to the individual employee on their final pay cheque.

.2 Payment of Contributions

The Employer agrees to forward all monies payable by him/her in respect of fringe benefits, on or before the tenth (10) 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 Pension.

.3 Employer Statement

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

.4 Failure to Remit

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

(b) In addition to the penalty provided in Clause 25.6(a) and, notwithstanding Article 9.6 of this Agreement, an Employer who fails to remit contributions as provided in this Agreement shall bear the full cost of any arbitration proceeding required to enforce a claim including the Union's witness and counsel costs and expenses to a maximum of one thousand dollars (\$1000).

.2 Investigation of the Employer's Payroll Records

- (a) The Employer shall allow the properly authorized representative of the Union reasonable access to investigate his/her timebook, to ensure that the proper contributions are being remitted pursuant to Article 25 of this Agreement.
- (b) In the event that the Union intends to investigate the Employer's timebook, the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

ARTICLE 2 - MAID WORK LOAD

Where a maid 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 his/her hotel only.

- PAYMENT OF WAGES

.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

.2 Wage Rates

- (a) The wage rates provided in the attached applicable Appendix shall cover the job description and classification of labour within the jurisdiction of the Union and shall remain in effect throughout the specified or extended term of this Agreement.
- (b) Employees shall be paid every second Friday, no later than noon of the payday.
- (c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

.2 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 his/her resignation.
- (b) When an employee is laid off or his/her services are terminated, the Employer shall pay all wages owing to him/her within forty-eight (48) hours, exclusive of Saturdays, Sundays, or holidays.
- (c) When an employee is laid off, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff.

.3 Combined Classifications

Where an employee occupies a position which combines two (2) or more classifications of work he/she shall be paid at the rate of the highest classification provided he/she works in such higher classification for four (4) or more hours during any particular shift. But the hotel may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such employees in a higher 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 he/she shall then be paid the higher rates for the actual amount of time accordingly.

.3 Gratuity Distribution

- (a) All gratuities paid either by cash or credit card shall be turned over to the members of the bargaining unit who provided the service for division by them in a manner determined by them after consultation with local management.
- (b) All gratuities received by the Employer in any manner other than as outlined in Clause 27.5(a) shall, upon receipt by the Employer, be distributed to the members of the bargaining unit who provided the service in a manner determined by them after consultation with local management.
- (c) The Employer agrees not to take any action to deter a customer from paying a gratuity. In accordance with the foregoing, invoices or bills will show an appropriate space for payment of a gratuity.
- (d) In the event of any dispute under this Article, the Employer will make available for inspection by the Union any original documentation required to conclusively establish the full particulars of gratuities received.
- (e) The distribution of gratuities shall be allocated only amongst the bargaining unit gratuity workers. If the gratuity workers want to share the gratuity with non-gratuity workers, they may do so.

ARTICLE 2

- JOB CLASSIFICATIONS

.1 New Classifications

When a new or substantially altered classification covered by this Agreement is introduced, the classification and the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the classification or the pay of the job in question, the matter shall be referred to arbitration under Article 9 of this Agreement.

- DURATION OF AGREEMENT

.1 Duration

- (a) This Agreement shall be for the period from and including November 1, 1995 to and including October 31, 1998.

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.

(a) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by Anthony Saunders on behalf of the Hotel owners or his/her designate.

.2 Change in Agreement

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

.2 Agreement to Continue in Force

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

.3 Section 50(3) Excluded

The operation of Section 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

.4 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date the Union ratifies the tentative Agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Anthony Saunders, Owner

Sharon Dennett, Barg. Ctee. Chairperson

Vicki Bombini, General Manager

Nell Brown, Bargaining Committee Member

Brenda Bombini, Assistant Manager

Tess Hingert, Bargaining Committee Member

Brad Rundle, Beverage Manager

John Langley
Coordinated Bargaining Representative

Dated this _____ day of _____, 1996.

APPENDIX A

WAGE SCALE

Pursuant to Article 27, this Appendix forms part of the Collective Agreement.

The following are the hourly rates of pay for the classifications listed below, effective the Monday following ratification, i.e., December 12, 1995:

Classification	Current	Effective Nov. 12/95 (2%)	Effective Nov. 1/96 (2%)	Effective Nov. 1/97 (2%)
Lounge, Pub & Cabaret				
1. Mixologist	\$12.73	12.98	13.24	13.50
2. Floorman/Floorwoman	13.37	13.64	13.91	14.19
3. Waiter/Waitress	11.49	11.72	11.95	12.19
4. Cashier/Coat Checkperson	10.77	10.99	11.21	11.43
5. Bar Porter	10.77	10.99	11.21	11.43
Restaurant/Banquets				
1. Waiter/Waitress-Bartender, Host/Hostess-Cashier	10.72	10.93	11.15	11.37
2. Waiter/Waitress/Banquets	10.20	10.40	10.61	10.82
3. Sandwich - Grill	11.99	12.23	12.47	12.72
4. First Cook	13.44	13.71	13.98	14.26
5. Cook	12.60	12.85	13.11	13.37
6. Dishwasher	11.15	11.37	11.60	11.83
Front Desk				
1. Desk Clerk	12.34	12.59	12.84	13.10
2. Night Auditor/Desk Clerk	12.82	13.08	13.34	13.61
Housekeeping				
1. Housekeeper	12.13	12.37	12.62	12.87
2. Combination Laundry	11.92	12.16	12.40	12.65
3. Janitor	12.63	12.88	13.14	13.40
Maintenance:				
1. Maintenance	12.83	13.09	13.35	13.62
Beer and Wine Store				
1. Salesperson	12.10	12.34	12.59	12.84

MEMORANDUM OF AGREEMENT NO. 1**FAST TRACK MEDIATION/ARBITRATION PROCESS****PREAMBLE**

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

ARTICLE 1 - AUTHORITY

The B.C. Government and Service Employees' Union and Washington Inn must agree on a case by case basis to use the mediation/arbitration process in this Memorandum. Once the Parties have agreed, the mediation/arbitration process in this Memorandum will substitute for that portion of the grievance arbitration provisions of the Collective Agreement contained in Article 8 and Article 9 that have not already been exhausted by either Party.

ARTICLE 2 - FRAMEWORK FOR MEDIATION/ARBITRATION PROCESS

- (a) The outcome will be binding on the Parties.
- (b) The cost will be borne in accordance with Section 112 of the Labour Relations Code, Employer - one-third (); Union - one-third (); Ministry of Finance - one-third ().
- (c) The procedure may be used after Step 1 or Step 2 of the grievance procedure.
- (d) The procedure cannot be used should an application for an Settlement Officer under Section 87 of the Labour Relations Code have been made by either Party.
- (e) No legal counsel will be used by either Party. The Union will use elected officers or staff representatives. The Washington Inn shall designate an employee to represent them .
- (f) The number of cases to be heard at any given time will not exceed three (3).
- (g) The Parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
- (h) Wherever possible the arbitrator will attempt to mediate a settlement between the Parties.
- (i) In a case where the arbitrator must write a decision, such decision shall be brief and to the point.
- (j) 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.
- (k) General rules of evidence will be waived except for the rule of "*onus*".
- (l) The Washington Inn facilities and offices of the B.C. Government and Service Employees' Union will be used for the process on an alternating basis, starting with the B.C. Government and Service Employees' Union offices.

ARTICLE 3 - PROCEDURE GUIDELINES(a) *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.

(b) *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.

(c) *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.

(d) *Mediation*

Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him/her. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.

(e) *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 his/her 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.

ARTICLE 4 - CUSTOMER COMPLAINT GRIEVANCES

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

- (a) The person to whom the complaint was given be called to testify.
- (b) Bargaining unit or staff employees who can provide direct evidence with respect to the complaint be called to testify.
- (c) Wherever possible the complaint be committed to writing, in the customer's own handwriting.
- (d) Prior to the hearing, the Parties discuss the evidence so there are no surprises.

ARTICLE 5 - AGREED LIST OF MEDIATORS/ARBITRATORS

Nancy Morrison and Vince Ready will be selected on a rotating basis. The Parties may from time to time mutually agree to add to or substitute for the persons listed.

Signed and dated by both Parties on June 14, 1994.

MEMORANDUM OF AGREEMENT NO. 2**NEW FACILITIES**

This Memorandum of Agreement will confirm the Parties' agreement during collective bargaining that should, during the term of this Collective Agreement, the Washington Inn add to its property and/or facilities, pub(s), cabaret(s), RV park(s), beer and wine store(s), amusement facilities, etc., that these operations shall be staffed by employees within the scope of this Collective Agreement. It is agreed that the Parties will negotiate classifications and rates of pay for new positions that are not included within Collective Agreement. Should the Parties be unable to agree to new classifications and/or rates of pay, either Party can refer the dispute to "*Fast Track Mediation/Arbitration process*" pursuant to Memorandum of Agreement No. 1 of this Collective Agreement.

The Parties have also agreed that DJ's are contracted position(s) and that they are not subject, nor bound, to the Collective Agreement between the Parties.

Signed and dated by both Parties on June 14, 1994.

MEMORANDUM OF AGREEMENT NO. 3

RESPECTING ARTICLE 24.2

Should the Washington Inn be transferred by title to any one (1) or more of the children of Anthony Douglas Saunders or Valerie Elizabeth Saunders, or to one spouse or the other, the provisions of Article 24.2 shall not apply.

Signed and dated by both Parties on June 14, 1994.

MEMORANDUM OF AGREEMENT NO. 4**STAFF MEAL AND STAFF DISCOUNTS**

While on shift, during restaurant hours, all staff at the Washington Inn are entitled to receive a free order of toast, coffee, soup of the day, tossed salad, pop and, with the Cook's approval, baked potato or rice pilaff, depending on availability. This must always be marked down on the "*staff food sheet*" kept in the servery.

All staff are entitled to receive a twenty-five percent (25%) discount on their main course food items purchased in the restaurant whether or not they are on shift. The discount applies only to the staff member's meal and not to anyone else who may be dining with that staff member.

All food must be rung in at full price and discounted accordingly and must have staff name and be shown on the bill as staff discount.

Signed and dated by both Parties on June 14, 1994.

MEMORANDUM OF AGREEMENT NO. 5

INDEMNIFYING LANGUAGE

The Parties agree that should the Hospitality Industrial Relations and the BCGEU agree to indemnity language in the next round of negotiations, this language shall be deemed to be part of this Agreement effective the date the Hospitality Industrial Relations Master is ratified.

Signed and dated by both Parties on June 14, 1994.