

COLLECTIVE AGREEMENT

between the

COAST CANADIAN INN

and the

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

Effective from June 1, 2000 to May 31, 2003

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DEFINITIONS

- (1) “*Available Shift*” - a shift not occupied by a regular employee.
- (2) “*Casual Employee*” - is an employee who works from time to time on an “*on-call*” basis; does not work on regular scheduled shifts; works only to cover situations which arise after the weekly schedule is posted or as a replacement for a regular employee; cannot exercise seniority to claim shifts until two hundred (200) hours have been accumulated.
 - (a) “*Probationary Employee*” - an employee who is hired into probationary status and who has not yet successfully completed seventy-five (75) days.
 - (b) “*Regular Employee*” - an employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis.
- (3) “*Child*” - is deemed to include a ward of the superintendent of Child Welfare, or a child of a spouse.
- (4) “*Departmental*” - is defined as Kitchen, Front Desk, Restaurant, Neighbourhood Pub, Catering, Maintenance, Housekeeping, Janitorial, Beer and Wine Store.
- (5) “*Indefinite Layoff*” - a layoff in excess of ninety (90) days.
- (6) “*Job Requirements*” - a written outline for each job as listed in Appendix A as agreed to by the Parties.
- (7) “*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.
- (8) “*Parties*” - the B.C. Government and Service Employees’ Union and Coast Hotels Limited.
- (9) “*Service Bartender*” - a bartender who does not receive a direct monetary consideration from a customer.
- (10) “*Shift*” - means the period of scheduled working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period. A split shift pursuant to Clause 14.2, shall also be considered to be a shift.
- (11) “*Specialty Room*” - a banquet room operated by management for a specific show, not booked by a regular banquet client.
- (12) “*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.

ARTICLE 1 - PURPOSE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of the Agreement, so that stable and

harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.

(b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 8 of this Agreement, to prevent strikes, lockouts, slowdowns or other interference with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

1.2 Future Legislation

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

1.3 Implementation of Changes in Regulations

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

1.4 Conflict With Regulations

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

1.5 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.

1.6 Harassment

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

(b) Complaints of harassment will be thoroughly investigated. Alleged failure by the Employer to deal with a harassment complaint may be the subject of a grievance pursuant to this Agreement.

(c) The Employer agrees to:

- (1) provide the Union with copies of its Harassment Workplace Policy of September 1994 and all subsequent revisions;
- (2) post the Policy on the staff notice board;
- (3) provide a copy to the employee on request.

(d) Inappropriate use of managerial/supervisory authority is misuse of authority towards another person based on the stated grounds (e.g. unfair delegation or assignment of work, excessive or unfair discipline).

1.7 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 their membership or activity in the Union, or any other reason.

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

1.8 Joint Consultation Committee

The Parties agree to establish a consultation committee, comprised of three (3) representatives of the Union and three (3) representatives of the Company, so that the Parties may consult regularly during the term of the agreement about issues relating to the workplace and issues that may arise. In the event that three (3) representatives are not available, it is agreed that the parties shall meet with not less than two (2) representatives from each side. The Consultation Committee may consult with others, from time to time, as the Committee considers necessary. Minutes will be taken at all meetings, with copies to both Parties.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent Recognition

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

2.2 Union Jurisdiction

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

2.3 Right to Refuse to Work with Non-Union Employees

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

2.4 Bargaining Unit Work

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

(b) When no person other than a person who is excluded from the bargaining unit can be made available to provide relief coverage for coffee breaks and/or the lunch break it shall not constitute a violation of 2.4(a) for a person who is excluded from the bargaining unit to provide such relief.

2.5 No Other Agreement

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

2.6 Union and Employer Representation

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

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

2.8 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) When access is required for purposes of such investigation, the Union Representative will notify the Employer in advance.
- (c) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

2.9 Recognition and Rights of Stewards

- (a) The Union is entitled to appoint or elect from among the employees a Shop Steward for each Department and will make every effort to do so. The duties of the Shop Stewards shall be to assist in the reporting and resolution of all grievances within their Departments.
- (b) Where there are two or more shop stewards the Union will appoint from their ranks a person who will be the Shop Chairperson.
- (c) The Shop Chairperson will be recognized by the Employer as the official spokesperson on behalf of the Union with respect to grievances at Step 1 and 2 of the grievance procedure.
- (d) 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.
- (e) The Shop Steward's first obligation is the fulfillment of their responsibilities as an employee. The Union Steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.

(f) 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.

(g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.

2.10 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.

2.11 Union Insignia and Union Shop Card

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

2.12 Right to Refuse to Cross Picket Lines

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

2.13 Fair Labour Policy

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

2.14 Union Meetings

Once every six months, the Hotel will provide a meeting room to the Union at no charge, with minimum of two weeks' notice, subject to the meeting not displacing any revenue event. In this case, the Union will be offered the choice of paying full rate or conducting the meeting at another venue.

ARTICLE 3 - UNION SECURITY

3.1 Hiring Process

(a) All employees shall, as a condition of continued employment, become members of the Union and maintain such membership (subject only to the provisions of Section 11 of the Labour Relations Code of British Columbia).

(b) 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 Employer shall appoint one designate each who will, by mutual agreement, be responsible for advertising employment opportunities, reviewing employment applications, and short-listing employment applications.

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

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

- (1) All leave for the Union's designate for the purpose of this clause 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 Coast Canadian Inn. The cost of the advertisement shall be equally shared by the Union and the Employer.
- (3) The designates shall, at a mutually agreed to time, jointly review and short list job applications.
- (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.
- (6) 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.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made from each pay and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 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.
- (e) Before the Employer is obliged to deduct any amount under (a) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount 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.
- (f) 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.

(g) 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.

(h) 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 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of their Steward. The employee's immediate supervisor will introduce him/her to their Steward and the Employer will provide the employee with a copy of the Collective Agreement as part of the new employee package. 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.

ARTICLE 6 - MANAGEMENT OF EMPLOYEES

6.1 Management Rights

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

6.2 Rights Subject to Collective Agreement

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

ARTICLE 7 - HOUSE RULES

7.1 Requirement to Notify Union

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

7.2 Liquor Control Legislation and Regulation Instruction for New Employees

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

(b) The Parties agree to reimburse regular employees fifty percent (50%) of the costs incurred in the instance where regulations enacted require employees to take courses necessary to perform the duties for specific classifications. Further, completion of a course may be made as a condition of employment for new hires.

7.3 Hours of Service

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

7.4 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 (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.

7.5 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.

7.6 Court Attendance

Any employee covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal, respecting the hotel in which they are employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay. Gratuity workers shall receive an additional ten dollars (\$10) for four (4) hours and two dollars and fifty cents (\$2.50) per hour thereafter.

7.7 Cheques, Credit Cards and Credit Account Authority

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

7.8 Employee Meals

A wholesome meal shall be supplied by the Employer to all employees with a three dollar and fifty cent (\$3.50) charge per meal, including Goods and Services Tax (GST), to be selected from a staff menu acceptable and agreed to by both the Union and management. The staff menu shall also include snack items starting at one dollar (\$1.00).

Complimentary beverages for coffee breaks will include coffee, tea and pop for all employees.

Employees who do not purchase a meal shall not be charged a taxable benefit or GST on any beverages.

Employees are responsible for Income Tax liabilities resulting from this benefit.

All kitchen staff will receive a free meal when working shifts of five (5) hours or more.

7.9 Lock-Up for Personal Effects

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

7.10 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.

7.11 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week or results in the employee having to come to work on their normal day of rest. Under these circumstances, the employee shall be paid for a minimum of two (2) hours at double their normal rate of pay or for the length of the meeting, whichever amount is greater.
- (c) The Employer shall not reduce a regularly scheduled shift in order to avoid paying overtime for a staff meeting.
- (d) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.

7.12 Employee Lounge and Washroom Facilities

- (a) The Employer shall provide an employee lounge to be used for meal and rest periods;
- (b) The lounge shall be furnished by the Employer with a refrigerator and microwave oven;
- (c) The Employer shall provide washroom facilities for the exclusive use of employees.

7.13 Health and Safety Attendant

At the request of the Employer, employees who take time off to take a recognized industrial first aid program shall be compensated by the Employer for all lost hours as a result of the program at their regular hourly rate. Further, upon successful completion, employees shall receive an additional twenty-five cents (25¢) over and above their regular hourly rate of compensation, whenever the application of such first aid certification is mandated on that shift.

7.14 Protected Working Conditions

All working conditions at present in force which are not specifically mentioned in this Agreement and which are not contrary to its general purpose and intent shall continue in full force and effect unless cancelled or terminated in accordance with the terms of this article.

Any working condition which was implemented by the Employer on a conditional basis can be terminated when the terms of the condition have been exhausted or fulfilled, or the condition has been withdrawn.

Any other working condition which was granted by the Employer but which is not specifically provided for in this Agreement may be cancelled by the Employer by serving the Union with written notice of cancellation effective on the last day of each year of this Collective Agreement.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

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

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the Department Supervisor. The aggrieved employee may, at their option, have the Department Steward present at such a discussion. If the dispute is not resolved orally, the Department Steward, at the direction of the aggrieved employee or the Union may submit a written grievance at Step 2 of the grievance procedure. Where the aggrieved employee is a Steward, they shall not, where possible, act as a Steward in respect of their own grievance but shall submit the grievance through another Steward or Union Staff Representative.

8.3 Time Limits to Present Initial Grievance

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

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

8.4 Step 2

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

8.5 Time Limit to Reply at Step 2

- (a) Within fourteen (14) days of receiving at Step 2, the representatives 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 only by notice in writing.

(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 the meeting in (a) above in the event that the dispute is unresolved.

8.6 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, either Party may, within twenty-eight (28) days:

(a) submit the grievance to the Collective Agreement Arbitration Bureau as outlined in prevailing legislation; or

(b) proceed to arbitration, as outlined in Article 9 of the Collective Agreement.

Failure on the part of the Union to file for arbitration within forty-five (45) days, will render the grievance abandoned.

8.7 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's suspension or dismissal, the grievance may commence at Step 2 of the grievance procedure within ten (10) days of the date on which the suspension or dismissal occurred, or within ten (10) days of the employee receiving notice of suspension.

It is agreed that the Parties shall meet for the purpose of a mandatory meeting within the aforementioned ten (10) days and provide the full particulars of their respective cases in an attempt to resolve the grievances.

8.8 Deviation from Grievance Procedure

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

8.9 Technical Objections to Grievances

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

8.10 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing. Requests for extensions that are reasonable and justifiable will not be unreasonably denied by either Party.

ARTICLE 9 - ARBITRATION

9.1 Notice of Intent to Arbitrate

Where a difference arising between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after

exhausting the grievance procedure notify the other Party within 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.

9.2 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.

9.3 Single Arbitrator Procedure

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

9.4 Decision of Arbitrator

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

9.5 Disagreement on Decision

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

9.6 Expenses of Arbitrator

Each Party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

9.7 Amending Time Limits

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

ARTICLE 10 - DISCIPLINE

10.1 Just Cause

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

10.2 Discipline Grievance

All dismissals, suspensions and discipline will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal, suspension or discipline shall be given to the employee at the time the discipline is imposed or within forty-eight (48) hours from the time the discipline was 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 their designate within five (5) days of this action being taken.

10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, adverse reports, letters of suspension, or any other act by the Employer detrimental to an employee's record. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse to the grievance procedure and the eventual resolution of this shall become part of their personnel record. Any such document shall be removed from the employee's file after the expiration of twelve (12) 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.

10.4 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes or impose discipline, the supervisor shall notify the employee at least one (1) hour in advance of the purpose of the interview in order that the employee may contact their Steward. This Clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

10.5 Right of Steward to Have Staff Representative Present

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

10.6 Personnel File

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

10.7 Disciplinary Meetings

Employees required to attend disciplinary meetings out of their regular working hours will be paid at their regular hourly rate for such attendance.

It is understood that attendance at these meetings is voluntary on an employee's day of rest.

ARTICLE 11 - SENIORITY

11.1 Seniority Entitlement Defined

- (a) For the purpose of this Agreement except as outlined in (b) below, and for the purposes of Clauses 12.1, 13.1, 13.2 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 and/or Departments, seniority will be based on combined hours worked and will accrue in the classification and Department where the majority of those hours are worked.

(d) An employee having obtained seven thousand five hundred (7500) hours of seniority and five (5) years service within a classification may not be passed on the seniority list by an employee who was hired at a later date but who has worked more hours.

11.2 Seniority During Initial Probation

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

(b) During initial probation an employee may be paid twenty-five percent (25%) less than the rate outlined in Appendix A for the job to which they are assigned except for those employees who return to their employment within nine (9) months from their termination of employment with the Employer.

11.3 Seniority Lists

(a) On May 1 and November 1st of each calendar 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 Steward and one copy to the Union Staff Representative.

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

11.4 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) leave in accordance with Article 21;
- (d) leave in accordance with Article 18 (Vacation);
- (e) family leave in accordance with the Employment Standards Act;
- (f) leave in accordance with Article 20.

Seniority must be claimed in writing on the appropriate form and signed by the Union designate and submitted to Payroll.

11.5 Seniority Retained But Not Accrued

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

11.6 Seniority and Employment Lost

Seniority and employment will be lost when an employee:

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

ARTICLE 12 - PROMOTION, TRANSFER AND DEMOTION

12.1 Vacancies and New Positions

- (a) The Employer, when filling vacancies or new positions or offering transfers, will apply service seniority, provided however that the employee who claims the right to exercise their seniority possesses the necessary ability to perform the job.
- (b) Ability to do the job means the qualifications, skill and ability to perform the full measure of the work required after the trial period. In the event the employee is not able or does not wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, the employee shall be returned to their former position, wage or salary rate, without loss of seniority; and any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

12.2 Transfers

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

12.3 Trial Period

Any employee who fills a vacancy, new position, or transfer appointment by the Employer, shall be on a trial period for up to twenty-five (25) days worked or forty (40) calendar days, whichever first occurs. During this trial period, the employee must demonstrate that they can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer. The time limits in this Clause may be extended by mutual agreement between the Parties. Such agreement shall be in writing.

12.4 Job Posting

All vacancies and new positions within the bargaining unit will be posted on the bulletin board in each Department for at least seven (7) consecutive calendar work days. A copy of all postings will be immediately forwarded to the President of the Union or their designate.

12.5 Form of Posting

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

12.6 Temporary Appointments

- (a) All postings will be filled or reposted within 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;
- (3) or pursuant to Clause 3.1(a).

ARTICLE 13 - LAYOFF AND RECALL PROCEDURE

13.1 Layoff

(a) When layoff occurs within a Department, the employee with the least seniority within the particular classification shall be the first laid off. No regular employee may be laid off while probationary or casual employees are retained to perform similar work which the regular employee possesses the necessary qualifications, skill and ability to perform.

(b) Regular employees affected by a short term layoff or reduction in hours may use their seniority to claim available work in any classification, the full duties of which they are immediately fully qualified to perform or in which they have previously satisfactorily performed. Notwithstanding the foregoing and except as provided in Clause 13.5, no employee may bump any regular employee.

(c) In the event of a layoff, the order of layoff within the affected classification and Department shall be as follows:

- (1) probationary employees, then
- (2) casual employees, then
- (3) regular employees.

13.2 Recall

Employees shall be recalled in order of seniority.

13.3 Contact Point

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

13.4 Notice of Recall

(a) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or facsimile. Any employees failing to report for duty within five (5) calendar days from the time of such notification, shall be considered to have restricted their availability pursuant to Clause 13.4(c).

(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 their first shift.

(c) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall while they maintain such restriction.

13.5 Indefinite Layoff

In the event of a closure of a Department or Departments, an indefinite layoff, or a reduction of fifty percent (50%) in hours due to a transfer of work from one Department to another, a regular employee with one (1) or more years of service who is affected will be placed within other areas of the operation on

the basis of their seniority subject only to their possessing sufficient qualifications, skill and ability to satisfactorily perform the work in the alternate job after a period of on-the-job orientation under immediate supervision.

ARTICLE 14 - HOURS OF WORK, OVERTIME AND SCHEDULING

14.1 Normal Straight Time Hours of Work

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

- (1) not more than eight (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.

14.2 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; and
- (4) all split shifts must be worked within a twelve (12) hour period.

(b) A break greater than the meal break as defined in Article 14.9 shall constitute a split shift.

(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.

14.3 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 4, 4½, 5, 5½, 6, 7 or 8 hours may be assigned, subject to the provisions of Clause 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.

14.4 Maximizing the Length of Shifts

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

14.5 Assignment of Shifts by Seniority

(a) Within Departments and classifications, the Employer must offer and assign the longest available shift 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.

- (b) The Employer must offer and assign all available eight (8) hour shifts, as outlined in Clause 14.4, to the employees with the most seniority before implementing shifts of lesser hours.
- (c) Available extra work outside the classification will be offered on the basis of seniority first within the Department and then within the Hotel, provided such senior person possesses the necessary qualifications, skill and ability to perform the full measure of the work required.
- (d) 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.
- (e) Should shifts of comparable length be available, the senior employee shall have the choice of determining the preferable shift.

14.6 Days Off

Subject to Clause 14.1(a), all employees shall receive two (2) consecutive days off in each seven (7) day period unless an employee opts, by providing the Employer with fourteen (14) days' written notice, for days off which are not necessarily consecutive. Should the employee wish to return to having two (2) consecutive days off in a seven (7) day period, the Employer shall grant the request upon receipt of fourteen (14) days' written notice.

14.7 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.

14.8 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 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 actual loss of time; however, should the shift extend beyond eight (8) hours, compensation shall be at one and one-half (1½) the hourly base rate.

14.9 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 (½) hour in duration.

14.10 Rest Periods

- (a) All employees are entitled to rest periods in accordance with the following schedule:
 - (1) four (4) hours - one (1) ten (10) minute rest period;
 - (2) five (5) hours - one (1) ten (10) minute rest period;
 - (3) six (6) hours - one (1) ten (10) minute rest period;
 - (4) seven (7) hours - two (2) ten (10) minute rest periods.
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.
- (c) Time to commence when the employee arrives at the assigned rest area or a total of fifteen (15) minutes from the employee's work station.

14.11 Work Start Time

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

14.12 Work Schedules

(a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:

- employee's name;
- classification;
- days off;
- starting and finishing times.

(b) It is the Employer's responsibility to keep the work schedule up-to-date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.

(c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.

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

(e) By noon Thursday of each 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.

(f) Shifts shall be arranged so that there is a minimum of eight (8) hours between the end of one shift and the commencement of the next.

14.13 Changes in Work Schedules

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

(b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours, but not less than twenty-four (24) hours, when changing work schedules.

(c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.

(d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

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

(f)

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

- (2) There shall be no increased cost to the Employer should employees exchange shifts with the Employer's authorization.
- (3) Once the Employer has authorized the exchange of shifts there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

ARTICLE 15 - EMPLOYEE TRAINING

15.1 Training Programs

- (a) It is agreed that in the event the Employer institutes a compulsory training program, it shall not contravene any section of the Collective Agreement and not exceed thirty (30) days' duration.
- (b) It is agreed that in the event the Employer institutes a voluntary training program, the Employer must first advise the Union in advance in each and every instance. The established hourly rate for such training programs may be twenty-five percent (25%) less than the established rate for the classification in which the training will take place.
- (c) Employees shall be allowed reasonable opportunities to learn the work of other classifications during their time off on a voluntary basis. Such time shall be mutually agreeable to the Employer and the employee. In the event that two (2) employees wish such training at the same time, the training will be offered first to the most senior employee. The foregoing does not preclude the Employer from establishing paid training for posted positions if it is deemed necessary.

15.2 Private and Government Subsidized Training Program

- (a) In the event the Employer wishes to participate in any training program for the benefit of persons who will not be directly employed by the Employer, and who will not receive remuneration of any kind from the Employer, and where such program is subsidized by the Government of Canada, by the Government of British Columbia, or by some other private or public body, and where such program is delivered directly by one of such bodies or indirectly by some other agency, the Employer shall provide the Union with advance notice of its intention, and shall advise the body or agency which will be delivering the training program, of the requirement that such body or agency secure the approval of the Union for the delivery of the program.
- (b) In any case where the Employer participates in any training program as contemplated by paragraph (a), the Employer agrees that it will not:
 - (1) Provide any remuneration to any trainee in the absence of the Union's consent;
 - (2) Displace or replace currently employed bargaining unit employees, cause any loss of hours for such employees, or interfere with the hiring of new employees into the bargaining unit, or the rehiring of laid off employees who have recall rights under the Agreement; or
 - (3) Continue any such program in the event of a legal strike or lockout; or
 - (4) Commence or continue any such program in the event of receipt of notice of cancellation of the program from the Union.

ARTICLE 16 - UNIFORMS AND CLOTHING

16.1 Proper Dress

In consideration of an endeavour to improve the standards of the hospitality industry, it is agreed that a proper uniform mode of dress shall be adopted.

Clothing and Shoe Requirements

- (a) All employees shall wear, in the absence of uniforms provided by the Employer, black trousers or skirts, and white, short or long-sleeved shirts. A tie may be required to be worn and such tie shall compliment the attire worn. Comfortable black or white shoes, with matching black or white socks, shall be worn. All shoes shall be without logos or decorations.
- (b) Other than as defined in (a) above, the Employer is not entitled to specify clothing of specific colour, style or quality.
- (c) All employees shall have the choice of wearing trousers or skirts whether purchased by the Employer or the employee.

Uniforms and Cleaning

- (a) This dress and the cleaning thereof shall be the responsibility of the employee. The Employer shall make dry cleaning available to employees at its cost.
- (b) Any additional specific articles or styles of clothing required by the Employer shall be provided and cleaned by the Employer at no cost to the employee.

Other than as defined in this article, the Employer is not entitled to specify clothing of any specific colour, style and quality.

Hair

- (a) Employees' hair shall be clean and worn in a restrained fashion, regardless of length (i.e. held firmly from falling over the face).
- (b) Beards and moustaches must be neatly trimmed and growth periods are confined to long vacation period to avoid a stubble or unshaven look.

Footwear

- (a) Rubber footwear shall be maintained for general use of all employees who work with chemicals from time to time.
- (b) Safety footwear, if mandated by the Employer or WCB regulations, shall be worn by employees. The Employer will reimburse employees up to \$50.00 per year on production of a receipt, on the anniversary of employment.

Bona Fide Religious Expression

This article is subject to bona fide religious expression. In the event this Article conflicts with an employee's religious requirements, the Employer shall accommodate the employee's religious requirements subject to bona fide occupational requirements.

16.2 Unconventional Mode of Dress

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

16.3 Special Uniforms

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

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

The following have been designated as paid holidays:

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

17.2 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 as outlined in Article 17.3 below.

17.3 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. For the purposes of calculating a normal day's pay while on WCB or sick leave, any paid time off shall count as time worked.

17.4 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.

17.5 Premium for Additional Hours on Holiday

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

17.6 Holiday During Employee's Vacation

Should any holiday occur during an employee's vacation period, an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period. For the purpose of calculating the pay for the extra day of vacation, the employee shall be paid a normal days' pay pursuant to Clause 17.3, based on the fourteen (14) day period immediately preceding the holiday.

17.7 Eligibility for Holiday Pay

- (a) To be eligible to receive pay for a holiday, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in Paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The Employer is entitled to require a doctor's certificate as proof of such sickness or accident, and any abuse of this provision by an employee may be cause for discipline.

17.8 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, they shall not receive any pay for such holiday.

ARTICLE 18 - ANNUAL VACATION**18.1 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) Casual employees will receive any annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

18.2 Annual Vacations and Pay Entitlements

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

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4 percent
3 years but less than 7 years	3 weeks	6 percent
7 years but less than 15 years	4 weeks	8 percent
15 years or more	5 weeks	10 percent

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

18.3 Prime Time

Subject to the provisions of this Article, it is the intent of the Parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take up to four (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.

18.4 Seniority Preference in Scheduling

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

18.5 Circulation of Vacation Preference Form

- (a) Vacation preference forms will be circulated by March 1st of each year and posted by April 15th of each year.
- (b) An employee who does not exercise their 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 April 15 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.

18.6 Vacation Pay on Termination

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

18.7 Vacation Pay on Notice

- (a) An employee shall be provided with their full vacation pay on the last pay day preceding their scheduled vacation. Vacation pay shall be accompanied by a complete statement outlining the basis upon which the vacation pay was calculated.
- (b) Employees who choose to split their vacation entitlement shall be entitled to receive an advance of one-half (½) of their vacation pay accumulated to date of request. This advance, if requested, shall be made available on the payday preceding the first vacation period scheduled in any year provided it was requested two (2) weeks in advance of that payday.
- (c) Employees who choose the option of taking vacation pay shall be issued their vacation pay on a separate cheque other than their regular pay cheque.
- (d) Employees working less than an average of twenty (20) hours per week shall have their vacation pay account cleared each time they take vacation.

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

In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in their former position within seventy-two (72) hours, with all rights and conditions which they formerly enjoyed, according to the terms of the Agreement which is in effect at the time of their return, subject to the further conditions which follow.

19.2 Certification of Fitness

Prior to reinstating the employee, 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.

19.3 Delay on Prolonged Illness or Injury

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

19.4 Doctor Certificate Costs

In the event that an Employer requires a doctor's certificate of fitness for any reason, the Employer agrees to pay the entire cost of the certificate.

ARTICLE 20 - UNION AND OTHER LEAVE**20.1 Leave to Hold Union Office**

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office for a period of up to and including five (5) 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 their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

20.2 Leave for Union Business

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay and without loss of seniority in accordance with Clause 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 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.

20.3 Bereavement Leave

A regular employee will be granted five (5) days off without loss of pay in the event of the death of a member of their immediate family.

- (a) The five (5) days outlined in (a) above shall be:
- (1) three (3) days immediately following notification of death;
 - (2) the day before the funeral and the day of the funeral.
- (b) “*Immediate family*” shall be understood to include the employee’s mother, father, son, daughter, sister, brother, spouse, grandparents, father-in-law or mother-in-law, 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 bereavement leave must be taken within fourteen (14) days of the death of the immediate family member.

20.4 Jury and Witness Duty

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

20.5 Election Days

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

20.6 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 their ballot without loss of pay.

20.7 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.

20.8 Education Leave

Educational leave for up to one (1) year will be granted to employees to attend a bona fide course in the hospitality industry or special training which is job related and will be of benefit to both Parties.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

21.1 Parental Leave

- (a) An employee, upon his or her written request for parental leave, shall be granted leave of absence from work without pay.
- (b) An employee who qualifies in (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 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 Clause 21.1, an employee's combined entitlement of leave of absence from work under this Article shall not exceed thirty-two (32) weeks.

21.2 Eligibility

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

21.3 Amount of Maternity Leave

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

21.4 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.

21.5 Placement on Return

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

21.6 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.

21.7 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.

21.8 Adoption Leave

- (a) Upon request, an employee who has completed their 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 Clauses 21.5 and 21.6 shall apply equally to adoption leave.

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

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

22.2 Unsafe Work Conditions

Where an employee acts in compliance with Section 3.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

22.3 Injury Pay Provision

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

22.4 Transportation of Accident Victims

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

22.5 Workplace Violence

It is recognized that at certain work sites or in certain work situations, employees may be at risk of physical violence or verbal abuse from the public. Both Parties to this Agreement shall work together to

enhance and further develop the Employer's Violence in the Workplace Policy of 1997 with a view to limiting risk to employees.

22.6 Safety Footwear

Where employees are required by Workers' Compensation Board regulations or the Employer to wear safety-toed footwear in the performance of their regular duties, an allowance shall be paid, upon production of a receipt, once per calendar year, at fifty dollars (\$50.00) per employee.

22.7 Permanent Joint Occupational Health & Safety Committee

There shall be established a Joint Committee composed of representatives of the Employer and representatives of the Union. The committee's responsibilities will be to review reports of matters referred by Government Occupational Health and Safety Committees and make recommendations to the bargaining principals regarding occupational health and safety matters.

ARTICLE 23 - ADJUSTMENT PLAN

The procedure to be followed by the Employer and the Union concerning the Adjustment Plan shall be in accordance with the Labour Relations Code of British Columbia as per Section 54, 1995.

ARTICLE 24 - SEVERANCE PAY AND CASHOUT

24.1 Severance Pay

- (a) All employees, upon termination, shall receive twelve (12) hours' pay for each year of continuous service in the establishment, except an employee who has their employment terminated for just cause.
- (b) Employees who qualify under this Clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours' pay. Employees working less hours, unless absent under conditions where they continue to accrue seniority, will receive pro rata severance pay for the year based on the actual hours worked as a percentage of one thousand, eight hundred and twenty (1,820) hours.

24.2 Cashout in the Event of Sale

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

24.3 Severance Pay

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

ARTICLE 25 - FRINGE BENEFITS

25.1 Contribution

The employee contribution to the Health and Welfare Plan will be increased by the following amounts:

- (a) Effective October 19, 2000, the Employer will pay one dollar and twenty-one cents (\$1.21) for each hour worked by an employee covered by this agreement.
- (b) Effective June 1, 2001, the contribution will be increased to one dollar and twenty-four cents (\$1.24) for each hour worked by an employee covered by this agreement.
- (c) Effective June 1, 2002, the contribution will be increased to one dollar and twenty-seven cents (\$1.27) for each hour worked by an employee covered by the Agreement.

25.2 Employer's Contribution

The breakdown and allocation of the Employer's contribution as specified in Clause 25.1 shall be as follows:

	Date of Ratification, 2000	June 1, 2001	June 1, 2002
Health & Welfare	\$1.01	\$1.04	\$1.07
Pension	\$0.20	\$0.20	\$.20

25.3 Payment of Contributions

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

25.4 Employer Statement

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

25.5 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 Clause 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 (\$1,000.).

25.6 Investigation of the Employer's Payroll Records

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

25.7 Canada Savings Bonds or RRSP Deductions

The Employer will deduct Canada Savings Bonds or personal RRSP deductions from an employee's cheque upon written authorization of the employee. The RRSP deductions will be at the financial institution at which the Employer conducts his business.

ARTICLE 26 - MAID WORKLOAD

Where a maid presents a grievance to the Union on any matter pertaining to workload or content, the Employer will meet with the Union to review and finalize the grievance setting out workload and content.

ARTICLE 27 - PAYMENT OF WAGES

27.1 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.

27.2 Wage Rates

- (a) The wage rates provided in Appendix A 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 on the fifth (5th) and twentieth (20th) day of each calendar month no later than 10:00 a.m. Should a payday fall on either a Saturday or a Sunday, an employee shall be paid on the Friday immediately preceding the weekend payday. Should a payday fall on a paid holiday, the employee shall be paid on the day immediately preceding the paid holiday.
- (c) The Employer shall provide for direct deposit (electronic fund transfer) of the employee's pay in a participating charter bank, trust company or credit union of the employee's choice on or before the appropriate payday.

27.3 Payment of Wages Upon Termination, Layoff or Resignation

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the day of their resignation.
- (b) When an employee is laid off or their 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.

27.4 Combined Classifications

Where an employee occupies a position which combines two (2) or more classifications, they will be paid the rate for each classification for the time worked within that classification. 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.

27.5 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) Nothing in this Article shall be construed as prohibiting members of the bargaining unit from agreeing to include in gratuity distribution non-members of the bargaining unit who are directly involved in the provision of the service and have historically received a portion of gratuities.

ARTICLE 28 - JOB CLASSIFICATIONS

28.1 New Classifications

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

ARTICLE 29 - DURATION OF AGREEMENT

29.1 Duration

- (a) This Agreement shall be for the period from and including June 1, 2000, to and including May 31, 2003.

Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.

- (b) All notices on behalf of the Union shall be given by the President of the Union or their designate and similar notices on behalf of the Employer shall be given by Coast Hotels Ltd.

29.2 Change in Agreement

Any changes deemed necessary during the term of this Collective Agreement can only be made in writing after agreement between the Parties.

29.3 Agreement to Continue in Force

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

29.4 Section 50(2) Excluded

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

29.5 Effective Date of Agreement

The provisions of this Agreement shall come into force and effect on June 1, 2000, unless otherwise specified.

**SIGNED ON BEHALF OF
THE UNION:**

George Heyman,
President

Kathryn Easton, Chairperson
Bargaining Committee

Sharon Wyse, Member
Bargaining Committee

Joanne Chypiska, Member
Bargaining Committee

John Langley
Coordinated Bargaining Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Franco J. Anglesio, President
Coast Hotels & Resorts Ltd.

Joe Striegan, General Manager
Coast Canadian Inn

Peter Dutton, Manager, Labour Relations
Coast Hotels & Resorts Ltd.

Signed this _____ day of _____, 2001.

**APPENDIX A
WAGE RATES**

Branch	Classification	Eff. Mar 1/00	Eff. Date of Ratification 1%	Eff. June 1/01 1.5%	Eff. June 1/02 1.5%
Pub	Bar Manager	\$15.57	15.73	15.97	16.21
	Mixologist*	13.59	13.73	13.94	14.15
	Bar Porter*	12.52	12.65	12.84	13.03
	Server*	11.67	11.79	11.97	12.15
	Floor Person	13.73	13.87	14.08	14.29
Catering	Banquet Supervisor*	13.46	13.59	13.79	14.00
	Server*	10.07	10.17	10.32	10.47
Restaurant	Restaurant Supervisor	14.55	14.70	14.92	15.14
	Host-Cashier	12.97	13.10	13.30	13.50
	Server*	10.07	10.17	10.32	10.47
	Busser	11.13	11.24	11.41	11.58
Kitchen	Sous Chef	15.16	15.31	15.54	15.77
	1st Cook	14.24	14.38	14.60	14.82
	Cook	13.45	13.58	13.78	13.99
	Cook's Helper	12.96	13.09	13.29	13.49
	Dishwasher	12.53	12.66	12.85	13.04
Janitorial	Day Janitor	12.99	13.12	13.32	13.52
	Night Janitor	13.28	13.41	13.61	13.81
Maintenance	Maintenance Supervisor	14.73	14.88	15.10	15.33
	Maintenance Utility	13.64	13.78	13.99	14.20
Housekeeping	Working Housekeeper	13.91	14.05	14.26	14.47
	Laundry/Room/Attendant	12.81	12.94	13.13	13.33
Front Desk	Front Desk Supervisor	15.59	15.75	15.99	16.23
	Auditor/Desk Clerk	13.86	14.00	14.21	14.42
	Desk Clerk	13.56	13.70	13.91	14.12
	Bell Person*	10.06	10.16	10.31	10.46
Beer & Wine Store	Store Supervisor	13.43	13.56	13.76	13.97
	Store Clerk	12.31	12.43	12.62	12.81
* "Gratuity Workers"					
<i>Definition – Waiters and Waitresses serving food and liquor in Speciality Rooms that provide live music, entertainment, or dancing shall receive the same rates that apply to the bar contract, Waiter's rate. The Employer will also contribute on their behalf as to the provisions as contained within Article 25 - Health and Welfare/Pension</i>					

**MEMORANDUM OF AGREEMENT
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 the Coast Hotels Ltd. 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 103 of the Labour Relations Code. Employer - ½, Union - ½.
- (c) The procedure may be used after Step One or Step Two of the grievance procedure.
- (d) The procedure cannot be used should an application for a Settlement Officer under Section 87 of the Labour Relations Code have been made by either Party.
- (e) No legal counsel will be used by either Party. The Union will use elected officers or staff representatives. Coast Hotel Ltd. will use employees to represent them at a hearing.
- (f) The number of cases to be heard at any give 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.

Wherever possible the arbitrator will attempt to mediate a settlement between the Parties.

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 offices of Coast Hotels Ltd. and of the B.C. Government and Service Employees' Union will be used for the process on an alternating basis starting with the B.C. Government and Service Employees' Union offices.

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 their decision, both 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

Stephen Kelleher 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 ON BEHALF OF
THE UNION:**

George Heyman,
President

Kathryn Easton, Chairperson
Bargaining Committee

Sharon Wyse, Member
Bargaining Committee

Joanne Chypiska, Member
Bargaining Committee

John Langley
Coordinated Bargaining Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Franco J. Anglesio, President
Coast Hotels & Resorts Ltd.

Joe Striegan, General Manager
Coast Canadian Inn

Peter Dutton, Manager, Labour Relations
Coast Hotels & Resorts Ltd.

Signed this _____ day of _____, 2001.

**LETTER OF UNDERSTANDING #1
RE: OVERTIME BANKING PROGRAM**

The Parties agree to meet in an endeavour to develop a trial overtime banking program. The guidelines for the program should be:

- (a) Banked overtime in blocks of one (1) hour or more.
- (b) Time off taken as a result of this program will be at a time scheduled by mutual agreement between the employee and the Employer.
- (c) The trial period shall not extend beyond the expiration of the agreement to which it is appended.

**SIGNED ON BEHALF OF
THE UNION:**

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President

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Coast Hotels & Resorts Ltd.

Joanne Chypiska, Member
Bargaining Committee

John Langley
Coordinated Bargaining Representative

Signed this _____ day of _____, 2001.

**LETTER OF UNDERSTANDING #2
RE: ARTICLE 18.4**

It is understood that in some of the smaller departments, vacation preference may create staffing problems. The Parties will attempt to resolve any problems by cooperating in order to provide proper coverage while respecting the rights of the employees to choose vacation within the terms of Article 18.4. It is agreed that:

- (a) In departments of four (4) or more working classifications, a minimum of two (2) persons may be on vacation at the same time provided that they are from different classifications.
- (b) In departments of five (5) or less staff, a minimum of one (1) person may be on vacation at a time.

Further, vacation preference will not be unreasonably denied.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

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President

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Coast Hotels & Resorts Ltd.

Joanne Chypiska, Member
Bargaining Committee

John Langley
Coordinated Bargaining Representative

Signed this _____ day of _____, 2001.

**LETTER OF UNDERSTANDING #3
RE: EMPLOYEE ATTENDANCE AT STAFF MEETINGS**

The Parties agree that attendance at staff meetings is in the best interest of the Parties. It is therefore agreed that the present practice with respect to staff meetings may continue. The Employer will give employees who are called in for less than four (4) hours the option of working up to four (4) hours.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

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President

Franco J. Anglesio, President
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Joanne Chypiska, Member
Bargaining Committee

John Langley
Coordinated Bargaining Representative

Signed this _____ day of _____, 2001.

**LETTER OF UNDERSTANDING #4
RE: AMENITIES**

It is agreed that all present amenities shall continue for the term of this Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

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President

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Coast Hotels & Resorts Ltd.

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John Langley
Coordinated Bargaining Representative

Signed this _____ day of _____, 2001.