

COLLECTIVE AGREEMENT

Between:

CONNAUGHT MOTOR INN

(Hereinafter referred to as the "Employer")

(PARTY OF THE FIRST PART)

And:

**HOTEL, RESTAURANT & CULINARY EMPLOYEES
& BARTENDERS UNION, LOCAL 40**

Affiliated to the Hotel Employees & Restaurant Employees
International Union, A.F.L., C.I.O., and C.L.C.

(Hereinafter referred to as the "Union")

(PARTY OF THE SECOND PART)

EFFECTIVE SEPTEMBER 1, 2002 - AUGUST 31, 2006

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EFFECTIVE the 1st day of September, 2002.

IT IS MUTUALLY AGREED:

ARTICLE 1 INTRODUCTION

1.01 Purpose of this Agreement

The purpose of this Agreement is to promote and maintain harmonious relations between the Employer and the employee, to stabilize the industry, to elevate the trade, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, unnecessary expense and avoidable delays in carrying on the work.

1.02 Failure to Settle Disputes

In the event of failure to reach settlement between the Union and the Employer in regards to the following articles and clauses in this Agreement, the matter or matters in disagreement shall be submitted to the grievance procedure as set out in this Agreement. This clause shall bind all other clauses, appendices and other understandings or interpretations, now or in the future, that shall be or are part of this Agreement.

ARTICLE 2 DURATION OF AGREEMENT

2.01 Duration

This Agreement shall be for the period from and including **September 1, 2002 up to and including August 31, 2006** and from year to year thereafter, subject to the right of either party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or conditions of employment) until:

- (1) the Union goes on strike, or
- (2) the Employer shall lock out its employees, or
- (3) the parties shall conclude a renewal or revision of this Agreement, whichever is the earliest.

2.02 Labour Relations Code - Section 50(2) Excluded

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

2.03 Work Interruption Prohibited

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

ARTICLE 3 **RECOGNITION**

3.01 Recognition of Exclusive Bargaining Agent

The Union is recognized as the sole bargaining agency for all employees certified in the bargaining unit, and all employees within the scope of this Agreement and referred to whenever the term “employee” is used in this Agreement, and the Employer agrees not to bargain with any other labour organization for such employees specified in this Agreement during the life of it.

3.02 Contracted Services

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

3.03 Fair Labour Services, Products and Materials

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

3.04 Refusal to Work with Non-Union Employees

(4) 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 all such cases, the Employer involved will be given prior notice. Such notice will come in writing from the Union office.

(5) No employees shall be required to cross a legal picket line arising from a strike or lockout.

3.05 Union Stewards

The Union shall appoint from among the employees, and the Employer shall recognize upon notification by the Union, a Shop Steward. The Shop Stewards will carry out their duties in a

reasonable manner and not interfere with the business operation. The Employer agrees that all Union communication may be posted in a designated area (bulletin board) available to all members and a copy filed with the Employer.

3.06 Performance of Bargaining Unit Work

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

3.07 Probationary Period

New employees shall be considered probationary until they have completed two hundred and twenty (220) hours of work. The grievance procedure will apply to these employees only in regards to wages and hours of work.

3.08 Union Button

The parties hereto agree that all Union employees are entitled to wear the Union button while on duty, but the manner in which such button is worn shall not distract from the style of the uniform or costume normally worn by the employee.

ARTICLE 4 HOURS OF WORK & MEALS

4.01 Normal Straight Time Hours of Work

No employee shall be employed for a greater number of hours than:

- (1) Eight (8) hours in any one day;
- (2) Five (5) days in any seven (7) day period;
- (3) Forty (40) hours in any five (5) day period;

except in the case of emergency when an employee can be required to work overtime provided double the regular rate is paid.

4.02 Maximizing the Length of Shifts

The Employer must offer and give all eight (8) hour shifts before instituting a seven (7), six (6), five (5), or four (4) hour shift.

Four (4) hours will be the minimum shift. This must be done with respect to seniority.

4.03 Assignment of Shifts by Seniority

The employees within their classification and department shall have the right to bid and receive hours of work determined by seniority within the respective four (4), five (5), six (6), seven (7), or eight (8) hour shifts. This right of the employee shall not extend to the creation of sixth or seventh consecutive days of employment or overtime.

4.04 Days Off

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

4.05 Time Worked

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

4.06 Payment for Time in Lieu of Breaks

Employees who cannot get entitled breaks shall be paid in lieu of. There shall be no bankrolling of purported violations of this clause by any employee.

4.07 Unpaid Meal Breaks

Employees working more than a four (4) hour shift will be granted a luncheon period of one-half ($\frac{1}{2}$) hour on the employees own time. This period will be scheduled by the Employer between the third (3rd) and fifth (5th) hour of work.

4.08 Rest Periods

All employees working the following shifts shall be allowed rest periods in each day aside from the meal time:

- (4) Eight (8) hours - two (2) ten (10) minute breaks.
- (5) Seven (7) hours - two (2) ten (10) minute breaks.
- (6) Six (6) hours - one (1) ten (10) minute break.
- (7) Five (5) hours - one (1) ten (10) minute break.
- (8) Four (4) hours - one (1) ten (10) minute break.

Such periods shall be taken on the Employer's time.

ARTICLE 5
MANAGEMENT OF EMPLOYEES

5.01 Management Rights

The entire management of the operation and the direction of the working force is vested exclusively in the Employer at his place of business, which includes the right to discipline. The Union shall not in any way interfere with these rights and management in exercising its rights will observe the provisions of this Agreement.

5.02 House Rules

The right to discipline will be enforceable as laid out in House Rules. It is mutually agreed that the Employer will post working House Rules and file a copy of it with the Union before enforcing same.

ARTICLE 6
UNION SECURITY

6.01 Jurisdiction

The Employer agrees that only competent and satisfactory members of said Local 40 shall perform the work over which the Union claims jurisdiction.

6.02 Membership

All employees who are now members of the Union or who become members shall remain members in good standing as a condition of employment. All and new employees shall be required to become members of the Union within thirty (30) days after the date of his or her employment, provided he or she is eligible under the International Constitution. For the purpose of this clause, the term good standing is defined to refer only, and be limited to, the payment of Union membership dues and initiation fees.

6.03 Authorization of Check-Off

All employees as a condition of employment shall sign an authorization of check-off before commencing work.

6.04 Check-Off - Process and Procedures

The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of an authorization signed by the employee. Such authorization is to be signed and completed on commencement of employment. The monies so deducted to be forwarded to the Secretary of the Union together with a list of the employees to whom the monies are to be credited, a list of those who have terminated and the names, addresses and social insurance numbers of new employees hired, on

or before the 15th day of the month in which the monies were deducted. The Union agrees to supply the Employer with application forms and authorization of deduction forms. All violations of clause 6.04 shall be given in writing by the Union to the Employer before any action can be taken towards arbitration.

6.05 Investigation of Employee Conditions

The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions to see that the Agreement is being enforced. However, no interview shall be held without first obtaining permission from management. Such permission may not be unreasonably withheld.

6.06 An Employee's Failure to Maintain Membership in Good Standing

In the event of suspension, expulsion for cause, or resignation from the Union of an employee covered by this Agreement, upon notice in writing from the Union to that effect, the Employer shall immediately discontinue the employment of such employee.

6.07 International Travelling Card

Members of this International Union but not members of Local 40 before being permitted work in establishments within the scope of this Agreement shall not be permitted to work until they have deposited the International Travelling Card at the office of the Local Union, unless such approval is granted by the Local Union.

ARTICLE 7 **SENIORITY**

7.01 Seniority Entitlement Defined

For the purpose of this Agreement "seniority" shall only apply to an employee who works at least twenty (20) hours per week for a period of sixty (60) days within the classification and department or who:

- (1) derives his primary source of income from his employment with the Employer, and who
- (2) continues to be available for a regularly scheduled shift within his classification and department of at least twenty (20) hours per week.
- (3) Where an employee works in more than one (1) department he will accrue seniority if his total number of hours worked in the combined departments is in excess of twenty (20) hours per week for a period of sixty (60) days.
- (4) Employees who restrict their hours of employment shall not be considered eligible for seniority so long as such restrictions continue.

7.02 Accrual of Seniority

- (1) Commencing September 1, 1990, seniority shall accrue on the basis of completed working hours. Seniority prior to that date shall be based on the seniority lists in effect on August 31, 1990. When determining what hours are counted as working hours the following shall apply:
 - Any paid time off shall be counted as working hours.
 - Time off as the result of an injury or illness which is proven to be work related shall be counted as time worked, provided that a related claim is accepted by either the Workers' Compensation Board or the Health Care Plan provided for in this Agreement.
 - Up to one (1) month of consecutive time off for a leave of absence pursuant to Article 7.05 shall be counted as time worked.
 - Other forms of unpaid time off shall not be counted as time worked.
 - Time spent on an approved educational course or negotiating committee shall be counted as working hours.
- (b) **Seniority Lists** of August 31, 1990 will reflect the employee's length of service calculated in hours: i.e. one (1) year - 1,820 hours or pro-rated in hours for one-half ($\frac{1}{2}$) year = 910 hours. The list shall identify the commencement date of employment and classification.
- (c) The Employer agrees to post departmental seniority lists on or before the 1st day of September in each year. The seniority list shall contain the following information:
 - (1) the employee's name;
 - (2) the date from which the employee's service seniority is calculated;
 - (3) the number of hours of seniority accrued;
 - (4) the employee's job classification.
- (d) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of posted seniority lists must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted lists will be deemed to be valid and correct for all purposes of this Agreement.
- (e) At the time of posting, a copy of the seniority list shall be given to the Shop Steward.
- (f) New employees will be added to the departmental seniority list upon commencement of employment.
- (g) The Employer when considering applicants for promotion, will apply seniority provided, however, that the employee who claims the right to exercise his seniority for the purpose of

such promotion possesses the primary qualifications of character, integrity, efficiency and ability to satisfactorily perform the full measure of the work required.

7.03 Loss of Seniority

An employee will lose all seniority rights where he or she:

- (6) voluntarily terminates his employment;
- (7) is discharged for just and reasonable cause;
- (8) is on lay off more than six (6) consecutive months;
- (9) does not return to work on the date specified following an approved leave of absence;
- (10) the employee receives severance pay in accordance with the terms of this Agreement.

7.04 Lay-Off and Recall Procedures

When lay-offs occur within any department the last employee hired shall be the first employee to be laid-off, based on length of service within the particular classification, it being understood that:

- (1) Employees in a higher classification may be demoted to a lower classification, and
- (2) An employee who has been promoted from one classification to another and subsequently demoted to the lower classification shall within that lower classification have seniority according to length of service in the department and shall, if a lay-off occurs, be laid off accordingly, and shall be recalled in inverse order to that in which he was laid off. For the purpose of this sub-section, an employee means a person who derives his main source of income from his employment with the Employer.
- (3) The employees shall be returned to service in the order of their seniority within their classification and department. Employees desiring to avail themselves of this rule must file their name, phone number and address with the Employer and thereafter keep the Employer informed of their current address and phone number. Employees failing to report for duty within forty-eight (48) hours, excluding Saturdays and Sundays, from the time of notification by direct contact, registered mail or telegraph, shall be considered to have resigned without notice.

7.05 Leave of Absence: Employee Elected to Union Office

The Employer shall grant leave of absence to employees who are appointed or elected to Union office for a period up to and including three (3) years. The employee who obtains this leave of absence shall return to his employment within thirty (30) calendar days after the completion of his employment with the Union, as directed by the Union.

7.06 Leave of Absence: Union Conventions and Negotiating Committee

The Employer shall grant leave of absence to employees who are elected as delegates to attend Union conventions or as members of a negotiating committee.

7.07 Limit on Leaves of Absence

No employee shall have the right to claim seniority if he or she has been on a leave of absence in excess of three (3) months, except as provided in 7.05.

7.08 Leave of Absence at the Discretion of the Employer

- (1) All leaves of absence in this Agreement will be granted at the sole discretion of the Employer (except those provided for in clause 7.05 and 7.06) and shall be in writing.
- (2) All leaves of absence provided for in this Agreement are leaves without pay unless it is specifically provided for in the particular Article.
- (3) Leaves of absence other than those provided for in this Agreement may be granted to employees where it is deemed appropriate by the Employer and shall be in writing.

ARTICLE 8 **DISCIPLINE**

8.01 International Constitution and By-Laws

If the Employer requests, the Local Union will undertake to discipline its members for violation of any of the clauses contained in the Agreement, the Liquor Control Act, or any accepted rules and regulations of the hotel wherein they are employed, only when evidence of the said violation is presented to the Local Union, and the charges are filed in writing through the Union. This discipline shall be applied under the prescription defined in the By-Laws of the Local Union and the International Constitution. In no respect will verbal complaints be accepted by the Local Union for enforcement by disciplinary measures.

8.02 No Discrimination

No discrimination shall be shown an employee active in the affairs of the Union. Should an occasion arise as to doubt the reason for discharge, the Union shall be permitted to investigate.

8.03 Changes of 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.

ARTICLE 9
MODE OF DRESS

9.01 Uniform

Smocks will be provided by the Employer and it will be the responsibility of each individual employee to keep his/her smock in clean, wearable condition.

ARTICLE 10
ADMINISTRATION

10.01 Wage Rates

- (1) The minimum rates provided in the applicable appendix shall remain in effect throughout the specified or extended term of this Agreement. This does not prevent the Employer from paying a higher rate if he so desires. For any work performed in a higher classification than regularly worked, the employee shall be paid at the rate of the higher classification.
- (2) Employees hired after the signing date of this contract will start at seventy-five (75%) percent of the hourly rate for the first nine hundred and ten (910) hours and will then receive eighty-seven and one-half (87.5%) percent of the hourly rate for the next nine hundred and ten (910) hours. After 1,820 hours worked from date of hire, the contractual rate will apply.

10.02 New Classifications and Wage Rates

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.

10.03 Payment of Wages Upon Termination or Lay-Off

When an employee is laid off, or his services are terminated, he shall be paid within forty-eight (48) hours exclusive of Sundays or holidays. He shall be given reason for lay-off or dismissal on request.

10.04 Payday Falling on Weekend

When payday falls on a Saturday or Sunday, wages will be paid on the preceding Friday.

ARTICLE 11 **STATUTORY HOLIDAYS**

11.01 Statutory Holidays

For all work performed on the following statutory holidays:

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

The employees shall be paid at the rate of double and one-half (2 ½ x) time for all hours worked.

11.02 Statutory Holiday Falling on Day Off

In the event that an employee's day off falls on a statutory holiday, the employee shall receive his normal day's wages as calculated in 11.05.

11.03 Payment for Statutory Holidays

Where an Employer requires an employee to work less than his normal schedule, he shall receive straight time monies for those hours not worked, in addition to applicable premium rate for hours worked on such statutory holidays.

11.04 Payment for Holidays Not Worked

Where an employee is not required to work on a statutory holiday defined in this Agreement, the employee shall receive a normal day's wages.

11.05 Normal Day's Wages Defined

For the purposes of this Article, a normal day's wages shall be deemed to be an employee's hourly earnings exclusive of overtime, for the hours he has worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10), to establish the hours to be paid for such holiday. Regular time employees will only qualify for statutory holiday pay if they meet the requirement of Article 7.01.

11.06 Normal Schedule

In a week in which a statutory holiday occurs, the normally scheduled work week must prevail.

11.07 Eligibility for Statutory Holiday Pay

Employees shall qualify for holiday pay only if he or she has worked on his or her regularly scheduled shift immediately prior to the holiday and on his or her regular scheduled shift immediately after the holiday. This clause shall not be effective in the case of bona fide sickness or accident. Any abuse of this provision may be cause for dismissal.

11.08 Loss of Statutory Holiday Pay

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

11.09 Floating Holiday

After an employee has accumulated a total of 1,820 hours, a floating holiday will be granted once a year at a time mutually agreeable to the employee and Employer, 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.

Employees with ten (10) consecutive years of employment will receive one (1) additional floating holiday with eight (8) hours pay.

Floating Holidays will be non-cumulative and must be arranged a minimum of one month in advance.

ARTICLE 12 **ANNUAL VACATION**

12.01 Employees With Less Than One Year of Service

Employees with less than one (1) year of service will receive holidays with pay in accordance with the Annual and General Holidays Act, Chapter 11.

12.02 Annual Vacation and Pay Entitlement

- (1) Employees who have worked one (1) year but less than three (3) years of consecutive service shall receive two (2) weeks annual vacation with pay, which shall be computed on the basis of four (4%) percent of the gross earnings for the preceding year.
- (2) Employees who have worked three (3) years but less than seven (7) shall receive three (3) weeks annual vacation with pay, which shall be computed on the basis of six (6%) percent of the gross earnings for the preceding year.
- (3) Employees who have worked seven (7) or more consecutive years shall receive four (4) weeks annual vacation with pay, which shall be computed on the basis of eight (8%) percent of the gross earnings for the preceding year.
- (4) The Employer shall provide a record of the employees' accumulated vacation pay along with the April, August and December pay cheques.

12.03 Statutory Holiday During Employee's Vacation

Should any statutory holiday occur during the 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.

12.04 Vacation Scheduling Preference by Seniority

Employees shall have preference in respect to annual vacation within their department and classification according to the seniority list. They shall be taken at a time mutually agreed upon by the Employer and the employee on or before the 31st day of December in each and every year.

12.05 Applications for Annual Vacation

Applications for annual vacation filed before January 15th of each year shall be given preference insofar as it is practical to do so in order of seniority of the applicants.

Applications for annual vacation received after January 15 shall not be given preference.

All applications for annual vacation must be submitted in writing to the motel office.

The Employer will respond to these applications, in writing, by February 28th. Applications filed after January 15th will be answered in writing within two (2) weeks from receipt of application but not earlier than March 1st, with vacations being granted on a first come first serve basis.

12.06 Payment of Vacation Pay

It is understood that annual vacation pay will be paid on the last pay period of August in each and every year. A separate itemized statement of vacation pay will be issued during this pay period.

12.07 Vacation During Height of Season

During the height of the season employees will not be permitted to take their annual vacation unless at the discretion of the Employer. One or more vacations can be accommodated without interfering with the operating needs of the business.

ARTICLE 13 GENERAL

13.01 Union House or Bar Card Contract

The Employer agrees to sign the Union House or Bar Card contract and upon signing will display same.

13.02 General Terms in Effect

It is mutually agreed that the general terms of this Agreement will remain in full force and effect in accordance with the Labour Relations Code of British Columbia.

13.03 Joint Committee

The Union and the representatives of the Employer agree that after the signing of this Agreement a joint committee of both parties may meet for the purpose of setting up a plan to regulate or discipline the members of this Union employed by the Employer.

13.04 Witness Duty

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

13.05 No Individual Agreements

- (1) No employee shall be compelled to or allowed to enter into any individual contract or Agreement with his Employer concerning the conditions of employment varying the conditions of employment contained herein.

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

13.06 Work Schedule to Be Posted

There shall be placed in a conspicuous place a work schedule specifying the names and classifications of each employee, days off of each employee, and the starting and finishing time of each employee, and the Employer shall keep said schedule up to date.

13.07 Returning To Work After Sickness or Accident

In the case of an employee being off for sickness or accident, when the said employee is declared physically able to resume occupation by either a physician or the Workers' Compensation Board, the said employee shall be reinstated to former position with all rights and conditions which he formerly enjoyed.

The employee must keep the Employer informed in writing by the last day of each month regarding their medical progress signed by the physician. Such medical report must be signed as received by a person in the motel office. When there is a failure to comply with this paragraph, it will be deemed that the employee has severed their services with the establishment.

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

13.08 Past Practise

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 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 within thirty (30) days.**

13.09 Bereavement Leave

- (1) Bereavement when death occurs to a regular employee's immediate family:

The employee will be granted upon request an appropriate leave of absence and shall be compensated the employee's regular schedule on the three (3) calendar days immediately following the date of such death, provided the said employee attends the funeral if reasonable to do so.

- (2) “Immediate Family” is determined as: mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, grandparents and grandchildren.

Brother-in-law and sister-in-law are included in bereavement leave **with compensation for one (1) day and without compensation for two (2) days, for a total of three (3) days leave, at the option of the requesting employee.**

- (3) The employer is entitled to require proof of death and/or relationship.

13.10 Gender References

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

13.11 Deed of Trust

It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust between the Union and the B.C. Hotels’ Association in regards to Health Care and Pension shall be binding on the signing of this Agreement. This shall at no time determine the hourly rates as defined within the Collective Agreement, Article 16.

13.12 Severance Pay

All employees upon termination shall receive twelve (12) hours pay for each year of continuous service (minimum one (1) year) from January 1, 1981 in the establishment. Employees who qualify under this clause must be employed and work a minimum of 1,820 hours per year to qualify for twelve (12) hours pay. Employees working less will receive pro-rated pay as a percentage of 1,820 hours. Any employee laid off will be considered a new employee on return to employment if they have requested and received severance pay.

Severance pay shall not be payable to those employees whose employment has been terminated for just cause.

13.13 Cashout In the Event of Sale

In the event the motel 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 a new starting from date of each sale. No duplication or pyramiding of payments is intended.

In order to be eligible for this clause the employee must have completed six (6) calendar months of employment with the present Employer.

13.14 Lock-Up Facilities

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

ARTICLE 14 PARTNERS AND SHAREHOLDERS

14.01 Union Membership

Shareholders and partners in excess of two (2) and managers working in an operation covered by this Agreement shall join the Union and be governed by the terms and conditions as defined in this Agreement.

14.02 No Displacement of Members

Shareholders, partners and/or managers who may be required to join the Union, shall not displace or replace a member of this Union.

14.03 Supervisors/Administrators

Clause 14.01 of this article shall not apply to shareholders, partners or managers whose duties are supervisory and/or administrative in nature.

ARTICLE 15 GRIEVANCE PROCEDURE

15.01 Definition and Recognition of a Grievance

Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation hereto or concerning discharge of an employee which may be alleged to be unjust, shall be considered a grievance.

15.02 Steps of the Grievance Procedure

Where there is any grievance or dispute by an employee or the Union, notice thereof in writing must be given to the Employer within ten (10) days of the occurrence, excluding Saturdays, Sundays and holidays. Where there is any dispute or grievance by the Employer, notice in writing thereof must be given to the Union within ten (10) days of the occurrence, excluding Saturdays, Sundays and holidays. The agreed upon procedure for adjusting all grievances or disputes should be as follows:

- (1) By a discussion between the Employer or employee, a party designated by the Union, and the Employer or General Manager involved.

- (2) Failing to reach an agreement under 15.02 (a), the grievance or dispute shall then be submitted to a Board of Arbitration.

15.03 Board of Arbitration

Seven (7) full days (excluding Sundays and holidays) shall be allowed for the setting up of a Board of Arbitration. It shall be composed of one (1) representative of the Employer and one(1) representative of the Union, and these two (2)members shall then select an impartial chairman. In the event of failure of these two (2) representatives agreeing on a chairman, the Minister of Labour shall be asked to appoint one.

15.04 Hearing and Decision

Within five (5) days of the appointment of the chairman, the Board shall commence hearing and render a decision within fourteen (14) days. Matters to be placed before the Arbitration Board are to be submitted in writing by both parties. Each party to the dispute will bear the expense of their appointee and half the expense of the Board of Arbitration Chairman. The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of the majority of the Board of Arbitration shall be deemed to be a decision of the Board.

15.05 Findings of the Board

If the Arbitration Board finds (or if at an earlier stage of the grievance procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Employer without loss of pay, and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place; or if an Arbitration Board finds that an employee should have been rehired, that ex-employee shall be re-employed and paid all pay which he would have enjoyed if he had been hired at the proper time, provided that if it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted, and provided that the Arbitration Board, if circumstances are established before it which, in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have authority to order the Employer to pay less than the full amount of wages lost.

15.06 Power of the Board

The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.

15.07 Forfeiture of Right to Grieve

Where notice of a grievance or dispute has not been initiated in writing by the grievor within ten (10) days as set forth in 15.02, or processed further on behalf of the grievor under the time limits set forth in 15.03, the said grievor shall be deemed to have forfeited his right to proceed in grieving on that particular incident. The time limits in 15.02 and 15.03 may only be extended by mutual consent in writing by the parties to the Collective Agreement.

ARTICLE 16 **HEALTH CARE BENEFITS**

16.01 Health Care Benefits

The Employer and the Union agree that all employees who qualify for benefits shall be covered by and protected under a Health Care Plan provided for in a certain trust deed between the Union and the B.C. Hotels' Association and certain persons of the Union and the B.C. Hotels' Association as Trustees of the Plan.

16.02 Employer's Contribution

- (1) The current employer contribution of ninety-eight (\$.98) cents per hour will be increased by three (\$.03) cents on September 1, 2003, three (\$.03) cents per hour on September 1, 2004, and three (\$.03) cents per hour on September 1, 2005.
- (2) In addition, on June 1st of each year commencing June 1, 2004, employees who are Health Care Plan participants as of May 31st of that year will be levied a plan participation charge of one hundred (\$100.00) dollars (for those employees with married status coverage) or fifty (\$50.00) dollars (for those employees with single status coverage).

16.03 Employer Statement

- (1) The Employer agrees to forward all monies payable by him in respect to Health Care benefits on or before the 15th day of the month following the actual performance of work, and shall forward said contributions between the 1st and 15th day of each month to the Administrator of the Health Care Plan.
- (2) 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.

16.04 Failure to Remit

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

ARTICLE 17 **ABSENTEEISM**

18.01 Control of Absenteeism

The Employer is entitled to use any or all of the following in the control of absenteeism:

- (1) The Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work.
- (2) Every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or have someone else notify the Employer on his behalf, prior to the employee's normal reporting time, or as soon as is possible in the circumstances. In the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.
- (3) Where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfilment of the employment relationship with the Employer, the Employer may terminate the services of the employee.
- (4) In relation to any provision in the Collective Agreement where an Employer is entitled to require medical evidence of an employee's ability to return to work or to continue to work, the Employer may require that the employee be examined by and present a medical certificate from a physician selected by the Trustees of the Health Care Plan as identified in Article 16.01. In the event that an Employer requires an employee to submit to such an examination any resulting charge by the doctor which is not paid by the employee's medical insurance plan will be paid by the Employer.

DEFINITIONS

DEPARTMENT: Housekeeping

CASUAL EMPLOYEE: An employee who works from time to time but not on regular scheduled shifts.

REGULAR PART TIME: An employee who meets the requirements of 7.01 of this Agreement.

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

LETTER OF UNDERSTANDING #1

Between:

CONNAUGHT MOTOR INN

(Hereinafter referred to as the “Employer”)

(PARTY OF THE FIRST PART)

And:

**HOTEL, RESTAURANT & CULINARY EMPLOYEES
& BARTENDERS UNION, LOCAL 40**

Affiliated to the Hotel Employees & Restaurant Employees
International Union, A.F.L., C.I.O., and C.L.C.

(Hereinafter referred to as the “Union”)

(PARTY OF THE SECOND PART)

Interpretation of “Working Housekeeper” duties:

“Working Housekeeper” is a supervisory position which enables the employee to work in any area of the operation while maintaining the right to direct, supervise, and reprimand any classification under the agreement. The Working Housekeeper may do emergency work, handle housekeeping duties, look after sample rooms and pool room, and attend to extra rooms where the management is not justified in calling in an additional employee.

Dated this _____ day of _____, 20_____.

Connaught Motor Inn

Hotel, Restaurant & Culinary Employees
& Bartenders Union, Local 40

LETTER OF UNDERSTANDING #2

Between:

CONNAUGHT MOTOR INN

(Hereinafter referred to as the “Employer”)

(PARTY OF THE FIRST PART)

And:

**HOTEL, RESTAURANT & CULINARY EMPLOYEES
& BARTENDERS UNION, LOCAL 40**

Affiliated to the Hotel Employees & Restaurant Employees
International Union, A.F.L., C.I.O., and C.L.C.

(Hereinafter referred to as the “Union”)

(PARTY OF THE SECOND PART)

- (1) Upon a customer complaint, the management may contact the employee immediately and the employee has the right to witness the cause of the complaint. Failure to respond without proper reason will be cause for disciplinary steps to be taken.
- (2) When management requests a check of completed rooms during working hours, the maid will be present. Should management deem it necessary, a third party may be present.

Dated this _____ day of _____, 20_____.

Connaught Motor Inn

Hotel, Restaurant & Culinary Employees
& Bartenders Union, Local 40

APPENDIX "A"

**WAGE SCALE & JOB CLASSIFICATIONS
CONNAUGHT MOTOR INN**

	Current	Sept 1, 2003	Sept 1, 2004	Sept 1, 2005
Housekeeper	\$12.18	\$12.36	\$12.55	\$12.80
Laundry	\$12.14	\$12.32	\$12.50	\$12.75
Room Attendant	\$12.04	\$12.22	\$12.40	\$12.65

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

Dated this _____ day of _____, 20_____.

Connaught Motor Inn

Hotel, Restaurant & Culinary Employees
& Bartenders Union, Local 40