

COLLECTIVE AGREEMENT

Between **SAYAN INVESTMENTS LTD. and
PROGRESSIVE CONTRACTING LTD.
carrying on business as
EXECUTIVE INN EXPRESS**
(hereinafter referred to as "the Employer")

And **CHRISTIAN LABOUR ASSOCIATION OF CANADA,
LOCAL NO. 501**
(hereinafter referred to as "the Union")

Period: June 1, 2002 - May 31, 2004

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - b) to provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
 - c) to establish an equitable system for the promotion, transfer, layoff, and recall of employees;
 - d) to establish a just and prompt procedure for the disposition of grievances;

- e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well being.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and as classified in Schedule "A".
- 2.02 This Agreement covers all employees of the Employer as outlined in the Certificate issued by the B.C. Labour Relations Board dated March 24, 1995 that is, all employees at 9020 Bridgeport Road, Richmond, B.C. except non-working supervisors, persons above the rank of non-working supervisors, and office and sales staff.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the Christian Labour Association of Canada and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto. Union Representatives shall notify the Employer when entering the premises.
- 2.05 The Union acknowledges that it is the function of the Employer:

- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;
- b) to maintain order, discipline and efficiency;
- c) to hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he or she has been disciplined without just cause will be subject to the Grievance Procedure. For the purposes of this collective agreement, "discipline" shall mean the progressive application of sanctions or penalties as reprimands to correct departures from established minimum standards of acceptable conduct. Disciplinary sanctions or penalties include "verbal warnings", "written warnings", "suspensions", and "discharge".

ARTICLE 3 - UNION REPRESENTATION

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union has the right to elect or appoint two Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
- b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 3.03 Stewards and other Union Officers will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably, but where such meetings exceed ten (10) minutes they shall be scheduled, whenever possible, during rest and meal periods or outside working hours. Disciplined employees instructed to leave the premises shall be permitted to meet with a Steward prior to leaving the premises.
- 3.04 The Union has the right to appoint or elect members to a Negotiating Committee.
- 3.05 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative may attend such meetings.
- 3.06 There shall be no Union activity on Employer's time except as provided for in Article 3, or unless otherwise authorized by management.

ARTICLE 4 - STRIKES OR LOCKOUTS

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage

in any lockout of its employees or deliberately restrict or reduce workforce when this is not warranted by the workload.

**ARTICLE 5 - EMPLOYMENT POLICY AND UNION
MEMBERSHIP**

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will invite the Union to supply a list of available members who will be given due consideration for employment.
- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are employees on lay-off available who are qualified to do the work.
- 5.03 New employees will be hired on a three- (3) month or a minimum of 500 hours probationary period. Such employees will be notified in writing with reasons prior to such extension. Failure to notify will mean the employee has completed the probation period. Their seniority shall begin on the date of their confirmation. The Employer shall notify the Union in writing of the name, address, and classification of any new employee at the time such employee commences employment.
- 5.04 The Employer shall provide the Union with necessary information regarding job postings and awards, terminations, and hirings. The name, social insurance number, address, date of hire and job status of new employees shall be provided to the Union once monthly. A list of employees, showing their names ranked according to seniority, job status, and rate, shall be forwarded to the Union during October and April in each year. It is the responsibility of each employee to notify the employer in writing of any and all necessary status changes, address, and phone number changes.

- 5.05 Employees on probation are covered by the Agreement, except those provisions which specifically exclude such employees.
- 5.06 Neither the Employer nor the Union will compel employees to join the Union or discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union's purpose and representation policies.
- 5.07 Full time employees are those employees who are regularly scheduled and work thirty-six (36) hours per week or more. Regular part-time employees are those who are scheduled and work less than thirty-six (36) hours per week.
- 5.08 Neither the Employer nor the Union will tolerate sexual harassment in the workplace. The Employer shall post their policy of sexual harassment. Complaints will be thoroughly investigated. Such complaints should be submitted in writing to the Employer not later than thirty (30) days of the occurrence. Alleged failure by any party to deal with a sexual harassment complaint may be subject to a grievance pursuant to this Agreement.

ARTICLE 6 – CHECK OFF

- 6.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

- 6.02 The Employer is authorized and shall deduct, semi-monthly, Union dues, or a sum in lieu of Union dues, from each employee's pay, in the amount of one times (1x) the hourly rate, as a condition of employment. Deductions shall be made effective the first of the month following date of hire from all employees who work three (3) days or more in the applicable period and during paid leave. The Employer shall also deduct initiation fees as authorized by an employee.
- 6.03 The total amount checked off will be mailed to the Union's regional office within two (2) weeks of the end of each month, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each.
- 6.04 Employees who, because of religious or conscientious objections, cannot support the CLAC may apply to the Union, in writing, for permission to redirect their dues to a charitable organization of their choice. The Union will treat such requests in accordance with its stated policy and such permission shall not be unreasonably withheld.

ARTICLE 7 - WAGES AND RATES OF PAY

- 7.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 7.02 Posted rates are as per schedule. In every department the starting/training wages shall be seventy-five percent (75%) of posted rates during an employee's probation period. Thereafter the rates payable shall be eighty-two and one half percent (82.5%) for the next three (3) months (1 month = 140 hours), after which the posted rate shall be applicable. However, at all times the basic rates as required by law shall be paid.

- 7.03 Additional classifications and their rates not currently listed in Schedule "A" may be established only by mutual agreement between the Employer and the Union during the term of this Agreement.
- 7.04 An employee who reports for work as scheduled in the usual manner and who is prevented from starting work due to a cause not within his control, shall be entitled to a minimum of two (2) hours' pay. All employees who report for work shall, if requested to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate. On school days, student employees may be paid for only those hours worked, in which event they shall receive a minimum of two (2) hours' pay at their regular hourly rate.
- 7.05 When an employee from a higher rated classification is requested by the Employer to work temporarily, or until permanently reclassified, at a lower-rated classification, he shall be paid at the rate for the higher-rated classification. If, however, the employee requests to work at a lower rated classification, then he shall be paid at the rate for the lower-rated classification.
- 7.06 If an employee is called in after having completed her regular shift, she shall be paid a minimum of four (4) hours' pay for such call in.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 The work week for full-time employees shall consist of forty (40) straight time hours worked in five (5) eight- (8) hour shifts, Sunday to Saturday, with days off to be consecutive, wherever possible, unless otherwise agreed upon by the parties.

- 8.02 All employees who work in excess of eight (8) hours in any one shift shall be paid at one and one half (1½) times the hourly rate and double time (2x) for all hours worked in excess of eleven (11) hours.
- 8.03 All hours worked in excess of forty (40) hours each week shall be paid at one and one half (1½) times the hourly rate and two (2) times the hourly rate for all hours worked in excess of forty-eight (48) hours, but excluding daily overtime hours.
- 8.04 For the purpose of this Agreement, the week begins Sunday at 00.01 hours and concludes Saturday at 24.00 hours.
- 8.05 Full time employees shall be scheduled for two (2) paid ten- (10) minute rest periods and one (1) unpaid thirty- (30) minute meal period. This is to be scheduled as near as possible to the middle of the shift during each shift worked. Those employees who are unable to take a meal break shall be paid their actual hours worked.
- 8.06 Part time employees shall be scheduled for the following rest and meal periods:
- a) Four- (4) hour shift or more: one (1) paid ten- (10) minute rest period.
 - b) Six- (6) hour shift or more: one paid ten- (10) minute rest period and one (1) unpaid thirty- (30) minute meal period.
 - c) Seven- (7) hour shift or more: two (2) paid ten- (10) minute rest periods and one (1) unpaid thirty- (30) minute meal period.
 - d) There shall be a ten- (10) minute rest period during the first four (4) hours of overtime.

- 8.07 The Employer will post all work schedules as soon as possible, but no later than the Wednesday prior to the effective week. Posted schedules may only be revised with the consent of the employee concerned. Seniority shall be considered, if possible, in the choice of shifts and weekends off.
- 8.08 The parties recognize that there are existing shifts that may be required to be changed in the future. Changes, if required, will not be implemented without discussion with the employees involved. No changes may be made to an employee's schedule without at least forty-eight (48) hours' notice. If the required notice is not given, the employee shall not be disciplined if she is not able to attend at work and misses the shift.
- 8.09 No employee shall be discriminated against or compelled to work on a day, which on the basis of the employee's religious convictions, he or she is prevented from working.
- 8.10 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.
- 8.11 Employees may exchange workdays and off days, provided Management approves such exchange.
- 8.12 The Employer shall make every reasonable effort to call in relief staff from the same classification for any employee who does not report for work after giving proper notice.
- 8.13 Senior part-time employees shall be assigned work in such a way that they shall have a greater number of hours of work in a week than junior employees, unless the senior employee has restricted her hours of work. Hours worked shall be posted on a monthly basis in the employee lunchroom.

- 8.14 All employees shall receive two (2) consecutive days off per week, unless otherwise mutually agreed.
- 8.15 Within departments and classifications, the Employer shall assign the longest shifts to employees with the greatest seniority. Once the full time employees, as defined in this Agreement, have been scheduled their regular full time hours the balance of hours of work available may be assigned to part-time employees.
- 8.16 Any employee who works more than one thousand seven hundred sixty (1760) hours in a fifty-two- (52) week period shall automatically be reclassified as a full time employee.

ARTICLE 9 - VACATIONS

- 9.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings or at regular weekly earnings, whichever is greater:

<u>Length of Service</u>	<u>Time Off</u>	<u>Vacation Pay</u>
a) 0 - 1 year	--	4%
b) 1 - 4 years	2 weeks	4%
c) 4 - 8 years	3 weeks	6%
d) after 8 years	4 weeks	8%

- 9.02 Normally, all vacations shall be taken during October - May every year as mutually agreed upon between Employer and employee. However, the Food Department may take their vacation time during the low season. The Employer will endeavour to grant vacations at the time requested in the vacation period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.

- 9.03 Vacation pay shall be paid immediately prior to an employee leaving on vacation, for that period of vacation being taken. Such vacation pay shall be on a separate cheque.
- 9.04 The Employer shall post blank vacation schedules before January 1 of each year. Employees shall enter first preference by March 1, with the requested vacation to be confirmed by the Employer no later than April 1 in each year. Individual requests in other times will be made in writing and confirmed no later than three (3) weeks after the request is made.
- 9.05 Statutory holiday pay will be issued as per Article 10.01 during the pay period in which the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee shall be entitled to a day off, without pay, at a mutually agreed upon time within four (4) weeks of the actual holiday.
- 9.06 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment:
- a) absence on Workers' Compensation up to a period of nine (9) months, provided the employee has returned to his employment;
 - b) absence due to illness up to a period of four (4) months, provided the employee has returned to his employment.

ARTICLE 10 - HOLIDAYS

- 10.01 The Employer agrees to pay full time employees at regular rates of eight (8) hours per day for the following ten (10) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

- 10.02 Article 10.01 applies to full time employees who have been employed by the Employer for a minimum of thirty (30) days and who have worked their scheduled workday before and their scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question, unless their absence is due to illness or vacation with pay. In case of an employee's illness or injury, the employer shall have the right to request a certificate from a qualified medical practitioner.
- 10.03 Article 10.01 applies to part-time employees who have been employed by the Employer for a minimum of thirty (30) days and shall be paid for the holiday noted in Article 10.01 equal to the average of his daily earnings, exclusive of overtime, for the days the employee has worked in the four (4) week period immediately preceding the week in which the statutory holiday occurs.
- 10.04 If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee will be paid his normal wage for that day if he is entitled to a statutory holiday as per Article 10.02 or 10.03. If an employee works on one of the statutory holidays he/she shall be paid one and one-half (1½) times the regular hourly rate for all hours worked in addition to the statutory holiday pay.

- 10.05 Where the Employer and the Union mutually agree, a statutory holiday may be observed on another day.
- 10.06 If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday without reasonable cause, or without leave of the Employer, he/she shall not receive any pay for such holiday.

ARTICLE 11 - SENIORITY AND LAYOFF

- 11.01 Seniority shall be defined as the length of service, and shall be applied on a department wide basis. New employees shall be placed on the seniority list at the end of their probationary period or at the end of their extended probationary period.

Seniority for full time employees shall be determined on the basis of the last date of hire. Seniority for part-time employees and casual employees shall be determined based on the accumulated hours worked since last hired. When a part-time employee moves to full time, the seniority date shall be determined by calculating one hundred forty (140) hours worked as one month.

- 11.02 Seniority lists shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list on a regular basis to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.
- 11.03 Seniority rights shall cease for an employee who:
- a) voluntarily terminates his employment;
 - b) is discharged and such discharge is not reversed through the Grievance Procedure;

- c) is laid off for a continuous period of more than six (6) consecutive months;
- d) does not return to work on the date specified following an approved leave of absence other than medical leave;
- e) is promoted and/or transferred to a position outside the bargaining unit.

11.04 When the Employer deems it necessary to reduce the work force, he shall inform the Union of the need for layoffs. When a reduction of workforce is required, the Employer shall determine the order of layoff based on the following considerations:

- a) seniority of the employees;
- b) ability and qualification of the employees to perform the work;
- c) disciplinary record which reflects on work attitude.

The above considerations shall guide the Employer and the Union when employees on layoff are recalled.

11.05 The Employer shall give two (2) weeks' notice of layoff, or pay in lieu of notice, to all employees who have attained seniority status. Similarly, employees wishing to terminate their employment shall give two (2) weeks' notice to allow the Employer to hire adequate replacement.

11.06 Upon dismissal, except termination for cause, employees with five (5) years of service or more are entitled to severance pay of eight (8) hours' pay for each year of service to a maximum of one hundred twenty (120) hours. Employees who qualify under this clause should have worked a minimum of one thousand eight

hundred twenty (1,820) hours to qualify for the rate of eight (8) hours per year. Those working less shall qualify for only four (4) hours for each year.

- 11.07 Any appeal in regard to a layoff or termination must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff or termination took place.
- 11.08 Any employee laid off and recalled for work must return within two (2) workdays when employed after being recalled, unless he arranges to inform the Employer of the reason for his failure to return. Failure to return to work may be a just cause for termination.
- 11.09 The Employer shall post, for a minimum of seven (7) workdays, in a conspicuous place, notice of all vacant positions covered by this agreement. Any employee of the Employer may apply for such new or vacant positions. Seniority shall be considered in the award of new jobs, provided the employee has a good discipline record and demonstrates the ability to do the work.
- 11.10 Should an employee move to a new department, he shall be a junior employee in that department. He shall, however, maintain his seniority in the previous department for a period of three (3) months. Should he wish to move back or should a reduction in work reduce his hours, he may then bump back into his former classification in order to avoid a layoff.
- 11.11 Within departments and classifications, the Employer shall offer and assign the longest shifts to employees with the most seniority. Wherever possible, senior employees shall be scheduled thirty-six (36) hours per week, with the balance of hours assigned to junior employees so as to provide job sharing.

ARTICLE 12 - JURY DUTY

12.01 It is agreed that the Employer shall compensate full time employees for the difference between their regular wages and payment received while performing jury duty or while serving as a subpoenaed witness in a court of law except if the employee is the Defendant.

ARTICLE 13 - INSURANCE & BENEFITS

13.01 On behalf of each full-time employee, the Employer agrees to pay one hundred percent (100%) of the premium cost of the Benefit Plan administered by the CLAC Health and Welfare Trust Funds as set by the Plan and verified with the Employer. In order to protect full-time employees and their families from the financial hazards of illness the benefit entitlement shall be:

- a) \$40,000.00 Life AD&D insurance per employee;
- b) Long Term Disability Insurance per employee, payable after one hundred nineteen (119) days until age sixty-five (65) at seventy percent (70%) of one's monthly earnings up to a maximum of two thousand dollars (\$2,000) per month;
- c) Medi-Pack Benefits for employee and family as follows: prescription drugs, ambulance, nursing care, hospital diagnostic X-ray and laboratory expenses, therapy, clinical psychology, hearing aids, coverage, travel assistance, vision care of two hundred dollars (\$200) every two (2) years if age twenty-one (21) and over or every year if under age twenty-one (21);
- d) Basic Dental Plan at the latest fee schedule for employee and family;

- e) Short Term Disability Insurance per employee payable after the first day of accident and the fourteenth day of illness up to a maximum of seventeen (17) weeks at sixty-seven percent (67%) of earnings, equal to EI.

The foregoing explains the principle features of the Group Benefit Plan. All rights with respect to benefits as a member of the plan is governed by the Group Policy.

The Employer shall remit premiums to the Health and Welfare Trust Fund once a month, for the insurance outlined herein, subject to the conditions stated in the insurance policies. Remittances shall be mailed to the Union office by the middle of the month together with an itemized list of enrolled employees, Social Insurance Number (SIN) and amount contributed for each.

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

- 13.02 The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums, or portions of premiums, as applicable. It is understood and agreed that neither the benefits nor the insurance policies governing the application of the benefits form part of this Agreement. The Union and the employees agree that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the actual benefits or the administration of any insurance policy.

- 13.03 Employees become eligible for enrolment into the benefit plan noted in Article 13.01 on the first of the month immediately following completion of their probationary period and upon attainment of full time status. For the purposes of benefit plan eligibility, full time status is attained when employees attain a weekly average of thirty-six (36) hours, calculated monthly, for three (3) consecutive months. This full time status may be attained during the probationary period. Employees become eligible for coverage under the plan on the first of the month after two (2) months' premiums have been received by the Union office.
- 13.04 If an employee is off due to illness or accident, the Employer shall continue to pay the premiums for a period of three (3) months beyond the month the absence commenced.

ARTICLE 14 - LEAVES OF ABSENCE

- 14.01 Employees may make written application for leaves of absence without pay for severe personal or family distress. The Employer will grant reasonable requests and consider length of service, compassion and operational requirements in the decision whether to grant such leave and the length of time of such leave to a maximum period of one month.
- 14.02 If the employee furnishes false information regarding sick leave or a leave of absence, he or she shall be subject to discipline.
- 14.03 In the event of death in a confirmed employee's immediate family they shall be entitled to paid leave as follows:
- a) three (3) days in the event of the death of a spouse;

- b) two (2) days in the event of the death of parent, brother or sister, child, or parent-in-law;
- c) one (1) day in the event of the death of a grandparent.

Employees, who do not complete their shift following notification of death in the immediate family, shall be paid full shift hours, in addition to the foregoing bereavement leave.

- 14.04 All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- 14.05 Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.
- 14.06 Employees shall be granted up to one year maternity leave in the case of pregnancy and childbirth as per the Regulations. The Employer shall continue to pay the Health and Welfare premiums during the period of the maternity leave as if the employee was not absent, if the employee was otherwise eligible.

ARTICLE 15 - SAFETY AND HEALTH

- 15.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation.
- 15.02 The Employer will reimburse employees directed by the Employer to take a recognized Industrial First Aid Program.

ARTICLE 16 - LEGISLATION COMPLIANCE

16.01 The Employer is responsible to make sure that his business activity and premises are in compliance with Legislation and in the event an employee is being charged with non-compliance because of a failure on part of the Employer then the Employer shall bear such responsibility. However, if an employee is being charged with non-compliance and it is established that it is the result of negligence, the employee will be responsible and his employment may be terminated.

ARTICLE 17 - ACCIDENTS

17.01 In the event an employee meets with an accident on the job site, the Employer must be immediately notified and the Employer must be given a chance to shift such employee in some other position that may not make the employee uncomfortable and can work to enable the carry on of smooth operation of the business. Any injured employee who cannot be fitted into some other work may be allowed to go home and rest and will be paid for the balance of his shift. Thereafter the employee will be required to claim any losses from the Workers' Compensation Board.

17.02 If, while on sick leave or accident leave, the employee is found to be on vacation or out of town without the Employer's knowledge, or employed somewhere else, then his employment will be terminated and he shall not be entitled to any notice or compensation.

ARTICLE 18 - UNION-MANAGEMENT COMMITTEE

18.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and cooperation believing that the

following concepts provide a fundamental framework for improved labour-management relations:

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving toward efficient use of resources, energy, and environment, and in the adequate development of research, production, and marketing;
- c) the enterprise requires authority relationships under a strong central leadership or management;
- d) a strong management does not discourage cooperation but stimulates it, recognizing that while management without labour can do nothing, labour without management cannot survive.

18.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every two (2) months, if required, during the life of this Agreement. These meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement.

- b) The Employer and the Union shall each appoint two (2) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, and a copy shall be provided to each Party.

18.03 If an employee is required to attend a staff meeting called by the Employer, the employee shall be paid for all time in attendance at such a meeting at her regular hourly rate of pay.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 INFORMAL PROCEDURE - As an informal step, an employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom he reports. At his option a Steward may accompany the employee.
- 19.02 The parties to this Agreement recognize the Stewards, and the CLAC Representatives specified in Article 3, as the agents through whom employees shall process their grievances and receive settlement thereof.
- 19.03 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than ten (10) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 19.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 20, bypassing Step 1 and Step 2 of the Grievance Procedure. Such Policy Grievance shall be signed by a Steward, a Union Officer or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 19.05 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure,

commencing with Step 1. The grievors shall be listed on the grievance form.

19.06 Step 1 - Any employee having a grievance will, accompanied by a Steward, a Union Officer, or a CLAC Representative, submit the same to the Employer within ten (10) workdays of the act or condition causing the grievance. The Employer will deal with the grievance not later than the seventh (7th) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2 - If the grievance is not dealt with under Step 1, a Union Representative may, within seven (7) workdays of the decision under Step 1, or within seven (7) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) workdays following the said meeting.

ARTICLE 20 - ARBITRATION

20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

20.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

20.03 If a notice of desire to arbitrate is served, the parties shall meet within fourteen (14) days of service in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator.

- The Arbitrator will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 20.04 The decision of the single Arbitrator will be final and binding on the parties to the dispute and shall be applied forthwith.
- 20.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.
- 20.06 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 20.07 Notice of desire to arbitrate, and of nominations of an Arbitrator, shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 20.08 It is agreed that the single Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 20.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is, in the opinion of the Arbitrator, just and equitable.
- 20.10 The parties will equally bear the expense of the single Arbitrator.

20.11 The Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 21 - DISCHARGE, SUSPENSION AND WARNING

21.01 When the conduct or performance of an employee calls for a reprimand of record by the Employer, such a reprimand shall be in writing, with a copy of the reprimand forwarded by the Employer to a Steward and to the office of the CLAC. Prior to issuing such a reprimand, the Employer or Department Supervisor shall interview the employee. If such request is made, the employee will not be reprimanded until a Steward or CLAC Representative can be present.

21.02 The Employer must give at least one warning notice to enable the employee to improve his conduct and meet all requirements of the Employer so that the enterprise does not suffer any loss of business.

21.03 If, in the event the employee, after written warning notice of the Employer, does not correct his attitude or performance and commits further misconduct or has a bad attitude towards his supervisors and fellow employees, then he may be suspended from his duty without pay for a period of three (3) to seven (7) working days. However, if the employee has committed a misconduct of a grave nature, then the Employer may terminate the employee.

21.04 In the event that the employee has any further proven misconduct or complaint of services after his return from suspension, then his employment will be terminated.

21.05 Any warning or discipline of record on an employee's file shall be removed from the file after the expiration of twenty-four (24)

months from the date it was issued, provided there have not been any further disciplinary infractions during that period.

ARTICLE 22 - CHEQUES, CREDIT CARDS, AND CREDIT ACCOUNTS

- 22.01 When an employee is authorized to cash cheques, honour credit cards or credit accounts, he or she will not be held responsible for any losses provided he or she has followed management's instructions, but where an employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without such authorization from management, he or she will be held responsible.
- 22.02 No employee will be held responsible for reimbursement where a patron is in default of any payments of any billings if the employee notifies the Employer immediately and it is determined that it was not due to employee negligence.
- 22.03 The Employer shall have no authority over any gratuities in any department where a client leaves such for the employees, where such is not part of the invoice to the client.

ARTICLE 23 – TECHNOLOGICAL CHANGE

- 23.01 If the Employer introduces or intends to introduce a measure, policy, practice, or change that affects the terms, conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies:
- a) the Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice, or change is to be affected, and;

- b) after notice has been given, the Employer and Union shall meet, in good faith, and endeavour to develop an adjustment plan which may include provisions respecting any of the following:
 - i) consideration of alternatives to the proposed measure, policy, practice, or change, including amendment of provisions in the Collective Agreement;
 - ii) human resources planning and employee counselling and retraining;
 - iii) notice of termination;
 - iv) severance pay or other benefits;
 - v) a bipartite process for overseeing the implementation of the adjustment plan.

23.02 If, after meeting in accordance with Article 23.01, the parties have agreed to an adjustment plan, it is enforced as if it were part of the Collective Agreement.

23.03 Full time employees with three (3) years or more of service, whose employment is terminated because of technological change, plant closure, or automation, shall be entitled to severance pay of one (1) week's pay at his regular straight time rate for each one (1) year of employment with the Employer, to a maximum of eight (8) weeks.

ARTICLE 24 - RIGHT TO SUB-CONTRACT WORK TO OTHERS

24.01 The Employer may sub-contract work to other businesses or individuals only in the following events:

- a) he does not possess the necessary facility or equipment;
- b) he cannot provide the specified quality or is unable to meet projected time limits;
- c) he is already contracting work out as of April 1, 1995;
- d) where it is necessary to do so for security purposes;
- e) as a result of negotiations regarding joint airport shuttle service with other regional hotels.

ARTICLE 25 - TYPES OF EMPLOYEES

25.01 Casual Employee:

An employee who works from time to time on an "on call basis", but does not work on regular scheduled shifts.

Temporary Employee:

An employee hired for a specific term or project for a period not to exceed ninety (90) days, with no expectation of continuing employment beyond the specified term or completion of the particular project for which the employee was hired.

Probationary Employee:

An employee who was hired into probationary status and who has not successfully completed the probationary period.

Regular Employee:

An employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis.

ARTICLE 26 - GENERAL

26.01 In this Agreement, words importing the singular number will be deemed to include the plural and vice versa, and words importing the masculine gender will be deemed to included the feminine and neuter gender and vice versa, as the context requires.

ARTICLE 27 - DURATION

27.01 This Agreement shall be effective on the first (1st) day of June two thousand and two (2002), and shall remain in effect to and including the thirty-first (31st) day of May, two thousand and four (2004), and for further periods of one (1) year, unless notice in writing is given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED at _____, British Columbia, this _____
day of _____, 2003.

Signed on behalf of
**SAYAN INVESTMENTS LTD. &
PROGRESSIVE CONTRACTING
LTD. carrying on business as
EXECUTIVE INN EXPRESS**

Signed on behalf of
**CHRISTIAN LABOUR
ASSOCIATION OF CANADA
LOCAL NO. 501**

Employer Representative

CLAC Representative

Employer Representative

SCHEDULE "A

CLASSIFICATIONS AND WAGE RATES

<u>Classification</u>	<u>Hourly Rate Effective June 1, 2002</u>
Night Auditor	\$13.50
Front Desk	\$12.25
Bellman/Driver	\$10.75
Maids/Laundry	\$11.00
Houseman	\$10.50

New employees on probation at seventy-five percent (75%) of posted rates.

Next three (3) months at eighty-two and one half percent (82.5%) of the posted rates.

Upon completion of above three (3) months, one hundred percent (100%) of posted rates.

The definition of one (1) month for the above purposes is equal to one hundred and forty (140) hours worked.

EDUCATION AND TRAINING FUND

The Employer agrees to pay three cents (\$0.03) per hour for all hours worked by the employees to the Christian Labour Association of Canada Education and Training Fund.

COLLECTIVE AGREEMENT

**BETWEEN SAYAN INVESTMENTS LTD. and
PROGRESSIVE CONTRACTING LTD.
carrying on business as
EXECUTIVE INN EXPRESS**

**AND CHRISTIAN LABOUR ASSOCIATION
OF CANADA, LOCAL NO. 501**

June 1, 2002 - May 31, 2004

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