

ARTICLE 1

INTRODUCTION

1.01 Purpose

- (1) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (2) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 19 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

ARTICLE 2

DURATION AND INTEGRITY OF AGREEMENT

2.01 Duration

- (1) This Agreement shall be for the period from and including November 1, 2004 to and including October 31, 2008. 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.
- (2) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - 1) the Union commences a legal strike; or
 - 2) the Employer commences a legal lock out; or
 - 3) the parties enter into a new or further Agreement.
- (3) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (4) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered a delivery receipt must be obtained.

2.02 Labour Relations Code - Sections 50(2) and (3) Excluded

The operation of Section 50(2) and (3) 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 slow down or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees during the term of this Agreement there will be no lockout.

2.04 Contracted Services

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

ARTICLE 3 UNION RECOGNITION

3.01 Recognition of Exclusive Bargaining Agent

- (1) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued under the labour laws of the Province of B.C., subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- (2) For purposes of this Agreement, the term “employees” shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

3.02 Refusal to Work with Non-Union Employees

Refusal on the part of Union members to work with non-union employees, except as otherwise provided, who are performing work within the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union office.

3.03 Recognition of Legal Picket Lines

- (1) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this Article, a “legal picket line” shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code.

- (2) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

- (3) The Employer has no obligation to reassign the employee to other work, or to continue to pay an employee's wages and benefits during the period while the employee is refusing to cross a legal picket line.

3.04 Performance of Bargaining Unit Work

- (1) Except as otherwise permitted by the Collective Agreement, persons whose regular job is outside the bargaining unit will not perform work within the bargaining unit except for instruction, experimentation or management training. In such cases, bargaining unit employees will not be displaced or replaced.
- (2) It will not be considered a violation of the Agreement for persons outside the bargaining unit to work in cases of emergency where bargaining unit employees are not available at the straight time rate of wages.

3.05 No Discrimination - No Harassment

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

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

"Discrimination" means any conduct which is prohibited under the B.C. Human Rights Act and regulations and amendments made thereto, and shall include discrimination on the basis of an employee's membership in the Union or participation in its activities.

- (3) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 19 of this Agreement.
- (4) If an employee files a grievance pursuant to 3.05(c), the Employer shall carry out forthwith an independent investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.
- (5) Any information arising from an investigation undertaken pursuant to 3.05(d) shall remain confidential but shall be provided to the Union upon written request.
- (6) In the event that a grievance filed pursuant to 3.05(c) involves allegations against management personnel, the Employer shall ensure that there is no contact between the

management employee and the grievor.

- (7) The Employer shall post conspicuously in the work place a policy regarding harassment and discrimination.

3.06 Union Buttons

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

3.07 Fair Labour Services, Products and Materials

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

3.08 Union Investigation of the Standing of Employee's Conditions

- (1) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced. The Employer is entitled to require an individual to substantiate that the person is an authorized representative of the Union.
- (2) When access is required for purposes of such investigation, the Union representative will notify the Employer in advance.
- (3) Access will not be unreasonably denied by the Employer.

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.

ARTICLE 4 **UNION SECURITY**

4.01 Membership

All employees who are now members of the Union or who may become members, shall remain members in good standing as a condition of employment.

4.02 New Employees

- (1) The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this Collective Agreement, and refer such employees

to the Union for purposes of obtaining a Union card.

- (2) All employees as a condition of employment shall sign a Union membership application card before commencing work.
- (3) The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union, according to the Union's International Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this province.

4.03 Check-Off: Process and Procedures

- (1) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (2) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (3) All membership applications and all monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month in which the monies were deducted.
- (4) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.
- (5) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by a valid assignment of wages form executed by each employee.
- (6) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit as per (c) of this Article.
- (7) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

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

Upon notice in writing from the Union to the Employer that an employee:

- (1) is not a member of the Union;
- (2) has not signed a written assignment of wages to pay initiation fees;
- (3) has revoked their written assignment of wages to pay initiation fees, union dues, or union assignments;
- (4) is suspended from the Union;
- (5) has been expelled from the Union;
- (6) has resigned from the Union;

the Employer shall immediately discontinue the employment of such employee.

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

4.05 Partners and Shareholders

The managers, shareholders or lease operators up to two under the Agreement shall be named and their names given to the Union in writing, and they shall have the right to do any work pertaining to the operation of the motel.

The present interpretation of the Collective Agreement permitting managers, shareholders or lease operators to perform odd jobs as handyman shall remain in force.

Between the hours of 11:00 p.m. and 7:00 a.m., the office shall be closed and managers, shareholders, or lease operators shall have the right to do any office and/or desk work which from time to time may occur during these hours.

Members of UNITE HERE, Local 40 will do all housekeeping. The company shall have the right to bankroll rooms, and the company agrees as occupancy demands to attempt to provide a full week's work for the most senior person in order of seniority.

ARTICLE 5 **UNION STEWARDS**

5.01 Shop Stewards

- (1) The Union is entitled to appoint or elect from among the employees a Shop Steward. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances within the motel.
- (2) 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.

- (3) The Shop Steward's first obligation is the fulfilment of their responsibilities as an employee. During their working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (4) The Union Steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (5) 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.
- (6) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation of affairs of the Employer, or with the management of or direction of the work force.
- (7) The Shop Steward will not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- (8) The Employer agrees that the Shop Steward (or in the absence of a Steward, the Union Business Representative) may post official communications from the Union to its members on the employees' bulletin boards within the motel.

5.02 Management and Union Stewards Joint Consultation Meeting

- (1) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Stewards on a monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement. The Union Business Representative will be entitled to attend such meetings.
- (2) The Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Employer.
- (3) Minutes shall be kept as a record of the matters discussed during these meetings.
- (4) Where the Shop Steward agrees there are no problems it will not be necessary to convene the monthly meeting.
- (5) It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the Labour Relations Code.

ARTICLE 6
MANAGEMENT RIGHTS

6.01 Management Rights

- (1) The entire management of the operation, including discipline of the employees, is vested exclusively in the Employer at the Employer's place of business.
- (2) 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 the Employer's place of business.

ARTICLE 7
PROBATIONARY PERIOD

7.01 Probationary Period

New employees will be considered probationary for a period of thirty (30) shifts or ninety (90) calendar days, whichever comes first. Management retains sole right to determine competency standards of such probationary employees. Those standards include, but are not limited to, work performance, attitude, appearance, customer relations, and any and all other factors which may be relevant.

ARTICLE 8
EMPLOYEE TRAINING PROGRAMS

8.01 Employee Training Programs

it is agreed that in the event the Employer institutes a training program the Employer will advise the Union in each and every instance. This program shall not exceed thirty (30) days. The established hourly rate for such training program shall be ten (10%) percent less than the established wage rate for each classification contained within this Agreement providing that a person has had no experience or is an employee who is changing departments.

ARTICLE 9
HOURS OR WORK

9.01 Normal Straight Time Hours of Work

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

- 1) not more than eight (8) hours 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.
- (2) Any hours which the Employer requires an employee to work in excess of the above shall be paid at double time the hourly rate.

9.02 Split Shifts

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

9.03 Shift Hours

All shifts assigned by the Employer must conform with the following guidelines:

- (1) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (2) Shifts of five (5), six (6), seven (7) or eight (8) hours may be assigned, subject to the provisions of Article 9.05.
- (3) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

9.04 Maximizing The Length of Shifts

- (1) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first build and maintain shifts of eight (8), seven (7), six (6), five (5) or four (4) hours as the only recognized shifts. Wherever possible, all eight (8) hour shifts will be scheduled before seven (7) hour shifts are scheduled, with a similar progression downward to four (4) hour shifts.
- (2) The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts or incur any penalty.

9.05 Assignment of Shifts by Seniority

- (1) The Employer must offer and assign the longest shifts to employees with the most seniority. If a more senior employee declines a longer shift in favour of an available shorter shift, then the longer shift shall again be offered on a seniority basis.
- (2) The Employer must offer and assign all available forty (40) hour shifts to the employees with the most seniority before implementing shifts of lesser hours.
- (3) If a more senior employee declines the forty (40) hour shift, then the forty (40) hour shift shall again be reassigned on a seniority basis.
- (4) 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.
- (5) In the exercise of its rights to schedule shifts in a manner which is consistent with the best interests of its operation, the Employer will make every reasonable effort to apply the principles of seniority to the assignment of shifts which are equal in length.

9.06 Days Off

Days off in each seven (7) consecutive days subject to 9.01(a) will be as follows: All employees shall receive two (2) consecutive days off in each seven (7) days, unless at the option of the employee, applied for in writing giving fourteen (14) days notice, they may choose to have days off not necessarily consecutive. To again have consecutive days off, fourteen (14) days notice in writing must be given and the Employer will grant the request.

9.07 Time Worked On Sixth and Seventh Consecutive Days

Double time shall be paid for all work performed on an employee's sixth (6th) and seventh (7th) consecutive days of employment.

9.08 Unpaid Meal Breaks

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall not be less than one-half (½) hour or more than one (1) hour on the employee's own time.

9.09 Rest Periods

- (1) All employees are entitled to rest periods in accordance with the following schedule:
 - 1) four (4) hours - one ten (10) minute rest period;
 - 2) five (5) hours - one ten (10) minute rest period;
 - 3) six (6) hours - one ten (10) minute rest period;

- 4) seven (7) hours - two (2) ten minute rest periods;
 - 5) eight (8) hours - two (2) ten minute rest periods.
- (2) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.
 - (3) Time to commence when the employee arrives at the assigned rest area or a total of fifteen (15) minutes from the employee's work station.

9.10 Payment For Time In Lieu Of Breaks

- (1) In addition to being compensated at the prevailing contractual wage rate for the time worked in lieu of a break or rest periods, the employee shall receive an additional sum equal to the amount of lost break or rest periods to a maximum of thirty (30) minutes per shift.
- (2) There shall be no deliberate bankrolling of purported violations of this clause by any employee.

9.11 Employee's Responsibility: Work Start Time

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

9.12 Work Schedules

- (1) 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
 - meal breaks (where applicable)
 - days off
 - starting and finishing times
- (2) 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.
- (3) 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.
- (4) The Employer will provide the Shop Steward with a copy of the work schedule and any changes thereof. In the absence of a Shop Steward the Union Business Representative will be provided with copies of the work schedules upon request. All changes to the work

schedule shall be dated.

9.13 Changes In Work Schedules

- (1) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.
 - 1) 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 less than forty-eight (48) hours, but not less than twenty-four (24) hours, when changing work schedules.
- (2) In situations where an employee has not been provided with notice of a change in his work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:
 - 1) two (2) hours pay unless the employee is unfit to perform his duties or he has failed to comply with the industrial Health and Safety Regulations of the Workers' Compensation Board; or
 - 2) where the employee commences work, four (4) hours work and/or pay unless his work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case paragraph (i) applies.
- (3) 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.
- (4) 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.

9.14 Scheduling of Overtime

In any case where no employee is available to work a shift or the extension of a shift at straight time, and the Employer thereupon determines that it is necessary to assign the work on an overtime basis, the following provisions will govern the assignment of the overtime:

- (1) The response of the employees requested to work overtime will be on a voluntary basis.
- (2) Where the Employer's determination was made forty-eight (48) hours or more in advance of the start of the overtime shift:
 - 1) the overtime hours will be offered to the most senior employee;
 - 2) should the senior employee decline the offer, the overtime hours will again be offered

in order of seniority;

- 3) the Employer shall not be required to offer the overtime hours to an employee if, as a consequence of working the overtime hours, the employee is prevented from receiving a period of eight (8) consecutive hours of rest immediately preceding the employee's next shift.
- (3) Where the Employer's determination was made less than forty-eight hours in advance of the start of the overtime shift, the overtime hours will be assigned in accordance with the provisions of paragraph (a) of Article 9.14, but subject to the following provisions:
- 1) the Employer shall not be required to offer the overtime hours to any employee who has already been assigned overtime work during the same week, until the overtime hours have been offered to, and refused by all other qualified employees who have not already been assigned overtime work during the same week; and
 - 2) the Employer shall not be required to call in a senior employee to work the overtime if there is a junior employee already at work and otherwise eligible to work the overtime hours as an extension of that employee's shift.

ARTICLE 10 **SENIORITY**

10.01 Seniority Entitlement Defined

- (1) For the purpose of this Agreement "seniority" shall be defined as an employee's total length of continuous service commencing on the date of hire.
- (2) Annual vacation entitlement will be determined by the employee's total years of service as provided in (a) above.

10.02 Eligibility For Seniority Entitlement

- (3) For the purpose of this Agreement "seniority" shall only apply to an employee who has completed their probationary period.
- (4) Upon successful completion of the probationary period, an employee will be listed on the seniority list as outlined in 10.01(a) above.

10.03 No Interruption Of Seniority

Seniority shall not be interrupted as a result of:

- 1) any time off paid for by the Employer;
- 2) time off as a result of an injury or illness which is proven to be work related provided that a related claim is accepted by the Workers' Compensation Board;
- 3) an approved leave of absence of less than three (3) months

- 4) time spent on an approved educational course;
- 5) non-occupational illness or injury for a period of up to six (6) months;
- 6) pregnancy and parental leave in accordance with prevailing Employment Standards legislation;
- 7) time off for approved Union business.

10.04 Interruption of Seniority

An employee will lose all seniority rights where that employee:

- 1) voluntarily terminates their employment;
- 2) is discharged for just and reasonable cause;
- 3) is on layoff for more than nine (9) consecutive months;
- 4) does not return to work on the date specified following an approved leave of absence other than for medical reasons.

10.05 Seniority Lists

- (1) The Employer agrees to post departmental seniority lists on or before the 1st day of February and the 1st day of August in each year which will include the name and date of hire of each employee.
- (2) At the time of posting a copy of the seniority list shall be given to the Shop Steward and to the Union Business Representative.

ARTICLE 11 **PROMOTIONS, TRANSFERS, LAYOFF AND RECALL**

11.01 Transfers

Employees will not be required to work in motels other than the one for which they were originally hired, nor will they be transferred to other motels without their consent.

11.02 Layoff and Recall Procedure

- (1) When layoff occurs within a department, the employee with the least seniority within the classification shall be the first laid off. Employees on probation will be laid off before employees holding seniority.
- (2) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.
- (3) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting their recall

rights.

- (4) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact) or registered mail. Any employee failing to report for duty within sixty (60) hours, excluding Saturday and Sunday from the time of such notification, shall be considered to have resigned without notice.

ARTICLE 12

ADMINISTRATION

12.01 Wage Rates

The minimum wage rates provided in the attached appendix shall cover the employees and jobs within the jurisdiction of Local 40 and shall remain in effect through out the specified or extended term of this Agreement.

12.02 Wage Rate Conditions

- (1) The wage rates outlined in the attached appendix are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.
- (2) In cases where the Employer has granted an employee a rate higher than that provided in the Agreement, the premium cannot be withdrawn unless it was granted on a conditional basis and the condition has been exhausted or withdrawn, otherwise, such a premium can only be withdrawn at the time when the wage rates are being negotiated.
- (3) All wage increases shall apply to all employees unless otherwise specified in this Agreement.

12.03 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.

12.04 Payment of Wages Upon Termination, Layoff or Resignation

- (1) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of the employee's resignation.
- (2) When an employee is laid off or the employee's services are terminated, the Employer shall pay all wages owing to the employee within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays.
- (3) When an employee is laid off or the employee's services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or

termination.

12.05 Election Days

- (1) Any employee required to take time off work to vote in a Federal or Provincial election will not suffer any loss of wages on that day.
- (2) The normal method of scheduling will prevail on election days.

ARTICLE 13 **STATUTORY HOLIDAYS**

13.01 Statutory Holidays

The following shall be considered statutory holidays:

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

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 payable at the 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 the Agreement it shall be substituted for the floating holiday.

*Employees with five (5) consecutive years of employment will receive one (1) additional floating holiday with eight (8) hours pay. Employees with ten (10) consecutive years of employment will receive two (2) additional floating holidays with sixteen (16) hours pay.

13.02 Statutory Holiday Falling On Day Off

In the event that an employee's day off falls on a statutory holiday, the employee shall receive their normal days wages as calculated in 13.03(b).

13.03 Payment for Statutory Holidays

- (3) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (4) For purposes of this Article, a normal days pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours the employee 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 the statutory holiday. In the case of the calculation of a normal days pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.

- (5) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid at one and one-half (1½) times the employee's normal wage rate for any hours so worked, on all statutory holidays in addition to pay received under (a) above.

An employee who works overtime on a statutory holiday shall be paid at double time and one-half (2½) the hourly rate for all overtime hours worked in addition to pay received under (a) above.

13.04 Eligibility For Statutory Holiday Pay

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

13.05 Loss Of Statutory Holiday Pay For Failure To Report

- (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, that employee shall not receive any pay for such holiday.
- (2) The Employer is entitled to require the employee to substantiate the "reasonable cause" for their absence.

13.06 Normal Schedule

In a week where a statutory holiday occurs, the normal method of scheduling will prevail.

13.07 Statutory Holiday During Employee's Vacation

- (1) Should any statutory holiday occur during an employee's vacation period, the formula in 13.03(b) shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced.
- (2) Should a statutory holiday fall during the second week immediately following the end of an

employee's vacation the formula in 13.03 will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

ARTICLE 14
ANNUAL VACATION

14.01 Employees With Less Than One Year Of Service

Employees whose employment is terminated before the completion of one (1) year of service will receive annual vacation in accordance with the provisions of applicable legislation.

14.02 Annual Vacation

(1) Employees are entitled to annual vacation and annual vacation pay, according to their

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<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Annual Vacation Pay</u>
One Year but less than Three	2 weeks	4%
Three Years but less than Seven	3 weeks	6%
Seven Years but less than Twenty	4 weeks	8%
Twenty Years or more	5 weeks	10%

- (2) “Consecutive years” as used herein, shall be understood to mean consecutive years of service with the same establishment subject to 10.03 of this Agreement.
- (3) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee’s gross earnings for the preceding year.
- (4) “Gross earnings” 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 holidays.
- (5) Holiday pay will be issued on a cheque separate from the employee’s regular pay cheque.
- (6) It is understood that an employee may opt to have their annual vacation pay on the last pay period of August in each year.

14.03 Vacation Scheduling Preference By Seniority

Employees shall preference in respect to annual vacation, within their department and classification, according to the seniority list, provided they file applications on or before the 1st day of May in each year.

Applications for annual vacation filed in April 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 April 30th will not be given preference.

Applications for annual vacation will be in writing and will be responded to in writing within one month of the application.

14.04 Vacation Scheduling

All vacations shall be taken at a time to be mutually agreed upon by the Employer and the employee during the calendar year.

ARTICLE 15

HEALTH & WELFARE/PENSION AND MONTHLY ASSESSMENT ACCOUNT

15.01 Employer's Contributions For Health & Welfare Plan and Pension Plan

- (1) Effective November 1, 2004, Health and Welfare and Pension Plan premiums will be one dollar and nineteen cents (\$1.19) for each hour of employment performed by an employee covered by this Agreement, payable by the Employer.
- (2) Effective November 1, 2005, Health and Welfare and Pension Plan premiums will be one dollar and twenty-one cents (\$1.21) for each hour of employment performed by an employee covered by this Agreement, payable by the Employer.
- (3) Effective November 1, 2006, Health and Welfare and Pension Plan premiums will be one dollar and twenty-three cents (\$1.23) for each hour of employment performed by an employee covered by this Agreement, payable by the Employer.
- (4) Effective November 1, 2007, Health and Welfare and Pension Plan premiums will be one dollar and twenty-five cents (\$1.25) for each hour of employment performed by an employee covered by this Agreement, payable by the Employer.

15.02 Specific Allocation Of The Contributions

The breakdown and allocation of the contributions specified in Article 15.01 shall be as follows:

- 1) Effective November 1, 2004, ninety-six cents (96¢) per hour to the Health and Welfare Plan provided for in the Trust Deed between the Union and the B.C. Hotels Association; and
- 2) Effective November 1, 2004, thirteen cents (13¢) per hour to the Pension Plan provided for in a certain trust agreement known as the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 Pension Plan.

- 3) Effective November 1, 2005, ninety-eight cents (98¢) per hour to the Health and Welfare Plan provided for in the Trust Deed between the Union and the B.C. Hotels Association; and
- 4) Effective November 1, 2005, thirteen cents (13¢) per hour to the Pension Plan provided for in a certain trust agreement known as the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 Pension Plan.
- 5) Effective November 1, 2006, one dollar (\$1.00) per hour to the Health and Welfare Plan provided for in the Trust Deed between the Union and the B.C. Hotels Association; and
- 6) Effective November 1, 2006, thirteen cents (13¢) per hour to the Pension Plan provided for in a certain trust agreement known as the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 Pension Plan.
- 7) Effective November 1, 2007, one dollar and two cents (\$1.02) per hour to the Health and Welfare Plan provided for in the Trust Deed between the Union and the B.C. Hotels Association, and
- 8) Effective November 1, 2007, thirteen cents (13¢) per hour to the Pension Plan provided for in a certain trust agreement known as the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 Pension Plan.

15.03 Pension Plan Qualifications

The Employer agrees that all employees who qualify for benefits under the provisions of the Trust Agreement known as the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 Pension Plan shall be covered by the pension fund as set out in the said Trust Agreement.

15.04 Pension 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, welfare and pension, shall be binding on the signing parties. This shall at no time determine the hourly rates as defined within the Collective Agreement, Article 15.

15.05 Employer Statement

- (1) The Employer agrees to forward all monies payable by the Employer in respect of fringe benefits, on or before the 10th day of the month following the actual performance of work and shall forward said contributions to the Administrator.
- (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.

15.06 Failure To Remit

In the event the Employer fails to remit contributions to these plans in conformity with this Clause of the Agreement, the Employer shall, if in default more than ten (10) days after notification by the Union, pay the monies due thereunder and in addition thereto pay these plans 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.

15.07 Investigation of the Employer's Payroll Records

- (1) The Employer shall allow the properly authorized representative of the Union to investigate the Employer's timebook, to ensure that the proper contributions are being remitted pursuant to Article 15.01 of this Agreement.
- (2) 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.

ARTICLE 16 **LEAVES OF ABSENCE**

16.01 Leave of Absence: Employee Elected To Union Office

- (1) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a position within the Union for a period of up to and including five (5) years.
- (2) A request for such an approved leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by an Officer of the Union.
- (3) 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.
- (4) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

16.02 Leave of Absence: Union Conventions & Educational Programs

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

- (3) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.
- (4) The Employer is entitled to insist that not more than one (1) employee at a time can be absent on such leaves of absence.

16.03 Leave To Appear As Witness

- (1) Subject to the provisions of paragraph (b), any employee covered by this Agreement who is required to attend any commission, court or hearing, to give evidence in any civil or criminal case respecting the motel in which the employee is employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay and a maximum of eight (8) hours pay.
- (2) For the purpose of this Article 16.03, a commission, court or hearing does not include a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union.
- (3) Notwithstanding paragraph (b), an employee who is called by the Employer to give evidence at a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union, shall be compensated in accordance with the provisions of paragraph (a).
- (4) The regular shift schedule will be maintained during any period of witness duty as described in this article. An employee will have an entitlement and an obligation to complete that schedule should witness attendance so allow, provided that it will not extend to the creation of more than an eight (8) hour work day (including time in court).

16.04 Bereavement Leave

- (1) A regular employee will be granted three (3) days off without loss of pay in the event of the death of a member of the employee's immediate family. Whenever possible, one (1) of the days off will be the day of the funeral.
- (2) "Immediate family" shall be understood to include the employee's mother, father, step parents, son, daughter, step children, sister, brother, spouse, father-in-law, mother-in-law, grandparents and grandchildren.
- (3) For purposes of this article "spouse" shall be defined to include common-law spouse with whom the employee has cohabited for a minimum of one (1) year.
- (4) The Employer is entitled to require proof of death and/or relationship.

16.05 Maternity and Parental Leave

All employees will be afforded all benefits of Maternity and Parental Leave in accordance with Employment Standards Legislation.

16.06 Jury and Witness Duty

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received an employee shall continue to receive their full wages for such period of time. To be eligible for this clause the employee must have completed six (6) months or more with their present employer.

16.07 General Limitation On Leaves Of Absence

- (1) 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 granted with pay.
- (2) 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. All leaves of absence under this Article must be granted in writing.

16.08 Return From Leaves

- (1) In cases of indefinite absence under Articles 16.01, 16.03, 16.05 and 16.06, employees are entitled to reinstatement in their former position within forty-eight (48) hours, with all rights and conditions which the employee formerly enjoyed, according to the terms of the Agreement which is in effect at the time of the employee's return.
- (2) In cases involving an indefinite absence where the Employer has hired a new employee into the motel to cover for the absent employee, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

ARTICLE 17

MISCELLANEOUS EMPLOYEE ENTITLEMENTS

17.01 Protected Working Conditions

- (1) All working conditions presently 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.

- (2) Any working condition which is 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.
- (3) 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:
 - 1) serving the Union with written notice within thirty (30) days of the ratification of this Agreement; or
 - 2) serving the Union with written notice of cancellation effective on the last day of each year of this Collective Agreement.

17.02 Employee Attendance At Staff Meetings

- (1) Where an employee is directed by the Employer to attend a staff meeting during the employee's regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (2) 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.
- (3) 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.
- (4) Where an employee is directed by the Employer to attend a staff meeting during the employee's regular days off, the employee shall be compensated at their regular hourly rate for the time spent in such meeting.

17.03 Employees Returning To Work After Illness Or Injury

- (1) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by Workers' Compensation benefits, the employee is entitled to reinstatement in their former position within forty-eight (48) hours, with all rights and conditions which the employee formerly enjoyed, according to the terms of the Agreement which is in effect at the time of the employee's return, subject to the further conditions which follow.
- (2) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically able to resume the performance of duties.
- (3) In cases involving an absence where the Employer has hired a new employee into the classification to cover for the absent employee, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning

employee.

- (4) It is understood that the employee has an obligation to communicate with the Employer concerning the length of absence and the approximate date of the return to work.

17.04 No Individual Contracts Or Agreements

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

17.05 Personal Effects

The Employer agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets. The Employer cannot enter the locker without the presence of the employee, a Shop Steward or another member of the bargaining unit.

17.06 Severance Pay

- (1) All employees upon termination, except those laid off for lack of work or terminated for just cause, shall receive twelve (12) hours pay for each year of continuous service in the motel.
- (2) 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.
- (3) Employees working less hours will receive pro rata severance pay for the year based on actual hours worked as a percentage of one thousand, eight hundred and twenty (1,820) hours, e.g., a person working nine hundred and ten (910) hours will receive six (6) hours pay.
- (4) Regular hours not worked as a result of a bona fide sickness or accident will be credited to the hours worked.

17.07 Cash-Out In the Event Of Sale Or Transfer

- (1) In the event a 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 the date of each sale. No duplication or pyramiding of payments is intended.
- (2) In the event of a transfer of shares from one shareholder to another and/or in the case of the sale of shares by one or more of the shareholders to new shareholders, it is understood that the new shareholder(s) will pay out accrued severance pay to the employees or will agree in writing to the signatories to this Collective Agreement and to the employees that the new shareholders(s) is(are) assuming the liability for accrued severance pay.

17.08 Limitation On Employee Entitlements

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

17.09 Health and Safety - First Aid Attendant

Employees who take time off at the direction of the Employer to take a recognized Industrial First Aid Program shall not suffer a loss of regular pay.

17.10 Injury Pay

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.

17.11 Company Supply/Maintenance of Uniform

In the absence of a uniform provided and maintained by the Employer, free of cost to the employee, the employee shall wear clothing which is neat and tidy in appearance.

ARTICLE 18 DISCIPLINE AND DISCHARGE OF EMPLOYEES

18.01 Discipline and Discharge Of Employees

(1) Pursuant to Section 84(1) of the Labour Relations Code of British Columbia the following standards shall be applied:

- 1) employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
- 2) during the probation period specified in the Agreement, an employee may be discharged if the employee is unsuitable for status as a regular employee.

(2) In the event that an employee other than probationary is discharged for just and reasonable cause, the Shop Steward and the Business Representative will be notified and provided with the reasons for the discharge.

18.02 If employees so desire, they may be accompanied by their Shop Steward (or in the Shop Steward's absence, another member of the Union) when being disciplined by a member of Management.

18.03 Access To Personnel File

- (1) Upon adequate notice to the Manager, an employee or the Business Representative (with the employee's authorization) shall have reasonable access to review the employee's personnel file.
- (2) An employee may register their written objection to any entries on file which shall also then be included in the file.
- (3) Whenever an employee signs a document pertaining to discipline they do so only to acknowledge that they have been notified accordingly.
- (4) Failure to grieve previous discipline or to pursue such a grievance to arbitration, shall not be considered to be an admission that such discipline was justified.
- (5) The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee.
- (6) Each documented warning, oral or written, or other record of discipline shall be removed from the employee's work record on the anniversary of its imposition unless further discipline has been imposed prior to the anniversary date.

ARTICLE 19 **GRIEVANCE PROCEDURE**

19.01 Definition and Recognition Of A Grievance

- (1) Any complaint, disagreement or difference of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- (2) Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

19.02 Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward.

19.03 Step One

- (1) At this step, notice in writing of the grievance must be file with a person designated by the Employer within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee could reasonably have had knowledge of it.
- (2) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.
- (3) The Employer's representative must answer the grievance in writing within ten (10) days.

19.04 Step Two

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the Shop Steward and/or the Union Business Representative, and a person designated by the Employer.

This step must be taken by notice in writing within ten (10) days of the date on which the written response was delivered in Step One.

19.05 Step Three

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step will be referral to a single Arbitrator.

19.06 Union and Employer Policy or General Grievance

The Union or the Employer may file policy, or general grievances. Such grievances shall be filed at Step Two of the grievance procedure.

19.07 Time Limits

A grievance or dispute shall commence within the time limit provided, otherwise it shall be deemed to be abandoned.

19.08 Persons Authorized To Deal With Grievances

- (1) The Union agrees to provide the Employer with a written list of the names of any persons other than Shop Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.

- (2) The Employer agrees to provide the Union with a written list of names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

19.09 Single Arbitrator

As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.

In order to expedite the arbitration process, the parties agree that they will meet to identify the issue and to prepare in written form a statement of facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the single Arbitrator.

19.10 Authority Of The Arbitrator

The parties to the arbitration recognize that the authority of the Arbitrator is set out in Section 98 of the Labour Relations Code of British Columbia.

19.11 Cost Sharing

Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the single Arbitrator.

ARTICLE 20 **DEFINITIONS**

20.01 Objective Interpretation

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

20.02 Time Span References

References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years, unless otherwise expressly provided in this Agreement.

20.03 Bank Rolling

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

20.04 Department

Defined as:

Housekeeping

* * * * *

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

This _____ day of _____, 2004.

SIGNED ON BEHALF OF:

BEST WESTERN CITY CENTRE MOTEL

UNITE HERE,
LOCAL 40

APPENDIX "A"

WAGE RATES

As the members will not receive a wage increase in 2004, there will be a signing bonus incentive of \$200.00 per person.

CLASSIFICATION	NOV 1, 2004 0%	NOV 1, 2005 1.5%	NOV 1, 2006 1.5%	NOV 1, 2007 1.5%
Room Attendant/ Laundry	\$12.31	\$12.49	\$12.68	\$12.87

COLLECTIVE AGREEMENT

Between:

BEST WESTERN CITY CENTRE MOTEL

910 Victoria Street
Prince George, B.C.

(Hereinafter referred to as “Employer”)

PARTY OF THE FIRST PART

And:

UNITE HERE, LOCAL 40

In the City of Burnaby and Vicinity
Province of British Columbia
Affiliated with UNITE HERE, A.F. of L., C.I.O., & C.L.C.

(Hereinafter referred to as “Union”)

PARTY OF THE SECOND PART

NOVEMBER 1, 2004 to OCTOBER 31, 2008

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