



-between-

HOSPITALITY INDUSTRIAL RELATIONS

-on behalf of-

RIVERLAND MOTEL LTD.
(hereinafter called "the Employer")

-and-

**UNITED STEELWORKERS OF AMERICA,
LOCAL UNION 898**
(hereinafter called "the Union")

ARTICLE 1 - INTRODUCTION

1.01 PURPOSE

- (a)** The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of 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.
- (b)** Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 20 of the 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.

1.02 GENDER REFERENCES

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

ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a)** This Agreement shall be for the period from the date of ratification, February 19, 2005 up to and including June 30, 2006. 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 Board.
- (b)** 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:
 - (i)** the Union commences a legal strike; or
 - (ii)** the Employer commences a legal lockout; or
 - (iii)** the Parties enter into a new or further Agreement.

(c) 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.

(d) Notice to commence collective bargaining must be in written form.

2.02 LABOUR RELATIONS CODE - SECTION 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 STRIKES AND LOCKOUTS

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

2.04 EXTENT

(a) The Parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

(b) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

ARTICLE 3 -UNION RECOGNITION

3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

(a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board of BC. The Motel Manager's position and Maintenance are excluded from the unit.

- (b) For purpose of this Agreement, the terms "*employee*" or "*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 RECOGNITION OF LEGAL PICKET LINES

- (a) 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 Sections 65 of the Labour Relations Code of B.C.
- (b) 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.
- (c) 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.

3.03 PERFORMANCE OF BARGAINING UNIT WORK

No person will do the work of the bargaining unit if doing so results in the layoff of bargaining unit employees.

3.04 NO DISCRIMINATION

Neither the Union nor the Employer in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotions, transfer, layoff, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status, union activity, or any of the prohibited grounds pursuant to the Human Rights Act of British Columbia.

3.05 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.

3.06 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES CONDITIONS

- (a) 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 he is an authorized representative of the Union.
- (b) When access is required for purposes of such investigation, the Union representative

will notify the Employer in advance.

- (c) Access will not be unreasonably denied by the Employer.
- (d) 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.

3.07 The Employer agrees that a Shop Steward will be permitted one-half (1/2) hour with a new employee on her first day of work so that the contract and procedures may be completed.

3.08 PARTNERS, MANAGERS AND SHAREHOLDERS

In the event of a sale or transfer of the property or the business by the present owners, the following Article shall become effective and part of the Collective Agreement.

- (a) A maximum of three (3) owners, managers, shareholders or partners may work within the bargaining unit but shall not be subject to the terms and conditions of the Collective Agreement.
- (b) An owner, shareholder or partner is a person who has purchased at least ten percent (10%) of the total business and continues to a voting member of the owner group.
- (c) Owners, managers, shareholders or partners in excess of three (3) who wish to work within the bargaining unit must join the Union and be subject to all terms and conditions of the Collective Agreement.

ARTICLE 4 - UNION SECURITY

4.01 MEMBERSHIP

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) Authorize the Company in writing to deduct Union Dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the “copy” portion of which is to be mailed by the Employer to the Servicing Staff Office of the United Steel Workers at 6820 Edmonds Street, Burnaby, B.C. V3N 1B8;
- (b) become members of the Union within thirty (30) calendar days from their effective date of hire, and remain members of the Union in good standing;
- (c) complete and sign a Union Death Benefit Card provided by the Union to the Employer for such purpose, which will be mailed to the Servicing Staff Office with

the Union portion of the *Check-off Authorization* as per Article 4.01 (a);

(d) *New Employees*

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 Steward for the purpose of obtaining a Union Card and signing proper check-off forms.

4.02 CHECK-OFF: PROCESS AND PROCEDURES

- (a)** The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steel Workers of America.
- (b)** The Union will give reasonable notice to the Employer of any changes in Union Dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.
- (c)** No later than ten (10) calendar days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
United Steel Workers of America
Unit D, Box 34223
Vancouver, B.C V6J 4N1

- (d)** The monthly remittance shall be accompanied by a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason, i.e. W.C.B., W.I., lay off, etc.
- (e)** A duplicate R115 Form and Employee Deduction Statement as in (d) above shall be forwarded by facsimile to:
 - (i)** United Steel Workers of America, Local 898
Attention: Financial Secretary at (250) 374-3927, and
 - (ii)** United Steel Workers of America, Servicing Staff Office
Attention: Staff Representative at (604) 525-4568.
- (f)** The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on his/her Annual Statement of Remuneration (T4

Slip).

- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

4.03 AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING

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

- (a) is not a member of the Union;
- (b) has revoked his/her written assignment of wages to pay Initiation Fees; Union Dues or Union assessments; and/or
- (c) 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.

ARTICLE 5 - UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union is entitled to appoint or elect from among the employees two (2) Shop Stewards.
- (b) The Employer agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the names of the employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.
- (c) The Shop Stewards first obligation is the fulfilment of her responsibilities as an employee. During her 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.
- (d) The Union Steward must not leave her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.

- (e) The necessary time that is spent by Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) The Employer agrees that the Shop Steward may post official communications from the Union to its members on the Employees' bulletin boards within the motel.
- (g) ***Pay For Bargaining***

When the Employer and the Union meet for negotiation purposes, three (3) members of the Union Bargaining Committee will receive straight time pay from the Employer for up to eight (8) hours per day, for a maximum of two (2) days.

5.02 GRIEVANCE CHAIRPERSON

- (a) The elected Steward Body may elect from their ranks a person who will be the Grievance Chairperson. The Union agrees that the Grievance Chairperson will be a full-time employee.
- (b) The Grievance Chairperson will be recognized by the Employer as the official spokesperson on behalf of the Union.
- (c) The Grievance Chairperson will be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

5.03 MANAGEMENT AND UNION STEWARDS MEETING

- (a) Upon request a person or persons designated by the Employer 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.
- (b) All 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.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Grievance Chairperson agrees there are no problems it will not be necessary to convene the monthly meeting.

5.04 HEALTH AND SAFETY COMMITTEE

- (a) The Employer agrees that they will provide a safe and healthy workplace for their employees and the employees agree they will adhere to guidelines for safe conduct.
- (b) The Employer, Union and the employees agree to cooperate fully with each other on all matters of health and safety.
- (c) The Parties agree that the Workers' Compensation Board Regulations form part of this Agreement and the Employer further agrees to provide to the Union and recognized Safety Reps, immediately, any orders that may be issued by the Compensation Board.
- (d) If an employee is injured on the job, the Employer will maintain her/his normal daily earnings for the day of injury.
- (e) It is mutually agreed that a Safety Committee consisting of two (2) employees selected by the Union will meet with a Management Representative(s) not less frequently than once every month.
- (f) Where a person is partially disabled through accident or illness, the Parties agree to discuss alternatives to meaningfully employ that person.

- 5.05** The Employer will provide and maintain shock absorbing floor mats for front desk staff and laundry persons.
- 5.06** The Employer will maintain proper heating and cooling for the lunchroom and laundry room.
- 5.07** The Employer will maintain the employees' lunchroom in a sanitary condition.
- 5.08** The Employer will provide and maintain telephone headsets for front desk staff.
- 5.09** At the employee's request, the Employer will be responsible for the cost of inoculating all employees for Hepatitis A and B.
- 5.10** The Employer will supply and maintain a water cooler in the Staff Room for the employees.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01** (a) The entire management of the operation, including discipline of the employees is vested exclusively in the Employer at his place of business.
- (b) 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 the Agreement at his place of business.

ARTICLE 7 - PROBATIONARY PERIOD

- 7.01** (a) All employees shall be considered probationary for their first one hundred and fifty (150) hours worked or one hundred and twenty (120) calendar days of employment, whichever comes first.
- (b) Probationary employees will accrue seniority during their probation period and their seniority will only be applied against other probationary employees. Upon successful completion of the probationary period an employee will be credited with seniority from his date of hire.

ARTICLE 8 - HOURS OF WORK

8.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall conform to the following guidelines:
- (i) not more than eight (8) hours in any one day;
 - (ii) not more than five (5) working days in any seven (7) day period; and
 - (iii) not more than forty (40) hours in any five (5) working day period.
- (b) Normal start times for Housekeepers will be between 8:00 a.m. and 9:00 a.m. It is understood that all the Housekeepers may not start at the same time, but will start during the time frame above.
- (c) *Overtime Pay*
- One and one-half times (1-1/2x) hourly rate will be paid for the ninth and tenth hour worked in a day. Two times (2x) the hourly rate will be paid for all hours worked beyond ten (10).
- (d) There shall be a minimum of ten (10) hours time off between shifts. The Employer may schedule less than ten (10) hours, it being understood that an employee has the right to refuse the shift without reprisal by the Employer.

8.02 SPLIT SHIFTS

- (a) There will be no split shifts.

8.03 SHIFT HOURS

All shifts assigned by the Employer will conform to the following guidelines:

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of five (5), six (6), seven (7) or eight (8) hours may be assigned, subject to the provisions of Article 8.05.

8.04 MAXIMIZING THE LENGTH OF SHIFTS

While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of seven (7), six (6), five (5) or four (4) hours. The Parties recognize that the nature of the business will dictate that many of the hours will be scheduled on short notice.

8.05 ASSIGNMENT OF SHIFTS BY SENIORITY

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

The Employer must offer and assign all available forty (40) hour shifts to the employees with the most seniority before implementing shifts of lesser hours.

If a more senior employee declines the forty (40) hour shift in favour of an available shorter shift, then the forty (40) hour shift shall again be reassigned on a seniority basis.

Where an employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee.

8.06 DAYS OFF

Days off in each seven (7) consecutive days subject to Article 8.01 (a) will be as follows:

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

8.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS

Time and one-half (1 1/2x) will be paid for overtime worked to forty-eight (48) hours in a workweek with double time (2x) being paid beyond forty-eight (48) hours.

8.08 PAYMENT FOR TIME IN LIEU OF BREAKS

On occasion, employees may be required to work into their coffee or lunch break to ensure customer service. In this event, the employees will be allowed the equivalent time for their break following the completion of the required work. In no event will any employee be required to work more than five (5) hours without a scheduled break. Employees will only work through breaks with the approval of their supervisor.

8.09 MEAL BREAKS

- (a) Employees other than front desk staff who work 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 (1/2) hour.
- (b) Employees who work at the front desk shall receive a one-half (1/2) hour paid lunch break between the third (3rd) and fifth (5th) hour of work.

8.10 REST PERIODS

All employees shall receive rest periods of fifteen (15) minutes during each half of their shift. Employees are not entitled to a second rest period unless they work a six (6) hour shift or longer.

8.11 WORK SCHEDULES

- (a) A work schedule shall be posted in a conspicuous place on the first (1st) and fifteenth (15th) day of every month for the information of all scheduled employees.

The work schedule shall cover the period commencing one (1) week after the posting of the schedule and shall contain the following information for each scheduled employee:

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

- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.

- (d) The Employer will provide the Grievance Chairperson with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.
- (e) The employees agree there will be no switching of shifts without the approval of their immediate supervisor.

8.12 RATIO OF HOUSEKEEPERS TO ROOMS OCCUPIED

Between April 1st and October 31st the following minimum ratio of Housekeeping Staff will be scheduled per room occupied:

<u>No. of Rooms Occupied</u>	<u>No. of Housekeepers</u>
1 - 10	at the discretion of the Employer
10 -15	2
16 – 25	3
26 - 32	4
33 - 40	5
41 – 45	6
46 - 49	7
50 - 58	8

It is understood that rooms rented without daily service are not included in the above formula.

8.13 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours' notice of any change in their respective work schedules with the exception of Housekeeping Staff who work on an “on-call” basis.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours, but not less than twenty-four (24) hours, when changing work schedules.
- (c) Employees who are aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

- (e) 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:
 - (i) Two (2) hours' pay if there is no work available;
 - (ii) Four (4) hours' pay if the employee commences work.
- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 16.04, will receive notice required in Article 8.12 (b) and (c).

8.14 An employee's time sheet will not be changed until the change is discussed by the employee and the Employer.

8.15 It will be the responsibility of the Front Desk employees to notify employees by 9:00 p.m. to report or not to report for work as instructed by management. It is understood that the ratio referred to in Article 8.12 will be calculated and set at that time.

ARTICLE 9 - SENIORITY

9.01 The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, transfer, layoff, recall from layoffs, hours of work and days of work employees shall be entitled to preference in accordance with the applicable provisions of this Collective Agreement.

9.02 DEFINITION

For the purpose of this Agreement, seniority of an individual will be defined as the length of service with the Employer since the most recent date of hire.

9.03 SENIORITY LISTS

- (a) On May 1st and November 1st of each calendar year, seniority lists shall be posted. The seniority list shall contain the following information:
 - (i) the employee's name;
 - (ii) length of service from the most recent date of hire; and
 - (iii) the employee's classification.
- (b) The seniority list shall be posted by the Employer for a minimum of thirty (30) calendar days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) calendar days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.

- (c) At the time of posting, a copy of the seniority list shall be forwarded to the United Steelworkers of America: 1 - 352 Seymour Street, Kamloops, B.C. V2C 2G2.
- (d) New employees shall have their seniority calculated and maintained by the Employer separately until added to the existing list as provided in this Article.

9.04 ACCRUAL OF SENIORITY

Seniority shall accrue during:

- (a) all approved leaves of absences;
- (b) time lost as a result of a compensable illness or injury for which the employee receives wage loss replacement benefits from the Workers' Compensation Board;
- (c) leaves in accordance with Maternity and Parental leave provisions as per the Employment Standards Act; and
- (d) time lost as a result of non-occupational illness or injury.

9.05 SENIORITY LOST

Seniority shall be lost if the employee:

- (a) receives severance pay in accordance with the Agreement;
- (b) resigns or retires;
- (c) is discharged for just and reasonable cause and is not reinstated under the Grievance Arbitration procedure;
- (d) is on layoff for more than twelve (12) consecutive months; or
- (e) does not return to work on the date specified following an approved leave of absence other than medical.

ARTICLE 10 - PROMOTION, TRANSFER & DEMOTION

10.01 VACANCIES & NEW POSITIONS

The Employer, when filling vacancies or new positions or offering transfers, will apply seniority, provided however that the employee who claims the right to exercise his seniority

possesses the necessary qualifications, skill and ability to perform the job.

10.02 TRIAL PERIOD

- (a) Any employee who fills a vacancy, new position, or transfer appointment by the Employer, shall be on a trial period for up to thirty (30) calendar days. During this trial period, the employee must demonstrate that he can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should he decide during the trial period that he does not want to continue in the job, then the employee will be returned to his former job.

In such cases, the Employer shall have the right to require all employees who changed job positions in consequence, to move back into their job positions and wage rates, which they previously occupied.

10.03 JOB POSTING

- (a) All vacancies, except for temporary housekeeping positions, will be posted on the Bulletin Board in each department for at least (5) consecutive work days.
- (b) In situations where a vacancy is required to be filled, the Employer will ask the senior person in the bargaining unit not currently in the position if they are interested in filling the vacancy. Where the senior person accepts the position, the Employer will not be required to post the vacancy.
- (c) Where the senior person does not accept the vacancy, the job shall be posted pursuant to Article 10.03 (a).

10.04 FORM OF POSTING

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

10.05 TEMPORARY APPOINTMENTS

- (a) All temporary vacancies or appointments will be posted for a period of ten (10) calendar days. If the position cannot be filled by a qualified employee with seniority, the Employer can hire into the position from outside the bargaining unit.

- (b) The Employer may fill the vacancy with a senior employee who possesses the necessary qualifications and who wishes to fill the temporary vacancy pending the completion of the job posting procedure.
- (c) If senior employees decline to fill a temporary vacancy, then the Employer may fill the vacancy with the most junior qualified employee.

ARTICLE 11 - LAYOFF AND RECALL PROCEDURE

11.01 LAYOFF

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off unless a more senior person requests in writing to be laid off.
- (b) Employees affected by a reduction in hours or a layoff may use their seniority to claim available work in any classification, the full duties of which they are immediately fully qualified to perform or in which they have previously satisfactorily performed.

11.02 RECALL

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

11.03 CONTACT POINT

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

11.04 NOTICE OF RECALL

- (a) The Employer agrees that recall notification will be by telephone or personal contact. If, in the event the employee cannot be reached by either of the above, a registered letter/courier package will be sent. Any employee failing to report for duty within five (5) calendar days from the time of such notification, shall be considered to have resigned without notice.
- (b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall while they maintain such restriction.

ARTICLE 12 - SALARY ADMINISTRATION

12.01 WAGE RATES

The wage rates provided in the attached applicable appendix shall cover the job description and classifications of employees within the jurisdiction of Local 898 of the United Steelworkers of America and shall remain in effect throughout the specified or extended term of this Agreement.

12.02 COMBINED CLASSIFICATIONS

Where an employee occupies a position which combines two (2) or more classifications of work (except as otherwise provided) he shall be paid at the rate of the highest classification for all hours of that shift. But the Motel may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such employees in a higher classification would normally be hired according to the usages of the trade.

12.03 NEW CLASSIFICATIONS

It is agreed that the Employer has the right to create new job classifications not specifically set out in the attached Appendix of this Agreement. In such circumstances, the Employer will set a rate for that new classification and advise the Union. The Union and the Employer will discuss the new classification and rate and if the Parties are not in agreement, the matter can be referred to mediation/arbitration as set out in this Agreement within thirty (30) calendar days.

12.04 PAYMENT OF WAGES UPON TERMINATION OR RESIGNATION

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of his/her resignation.
- (b) When an employee is terminated, the Employer shall pay all wages owing to him within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off or her/his services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the termination.

12.05 SALARY ADMINISTRATION

Employees' cheques will be direct-deposited in the employees' accounts, every second Thursday. Deposits will be made a day later when a Statutory Holiday falls within three (3) business days preceding payday.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01 The Employer agrees to provide all full-time employees with the following Statutory Holidays, without loss of pay:

*	New Year's Day	*	Labour Day
*	Good Friday	*	Thanksgiving Day
*	Canada Day	*	Remembrance Day
*	Victoria Day	*	Christmas Day
*	BC Day	*	Boxing Day

and any other day that may be stated a legal holiday by the Provincial or Federal Governments. Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or day(s) off, with pay, to be taken adjacent to the employee's normal days off or at a time mutually agreed between the employee and the Employer.

13.02 PAYMENT FOR STATUTORY HOLIDAYS

- (a)** Employees who work on a Statutory Holiday will receive one and one-half times (1 1/2x) for work performed plus the equivalent straight time hours' pay for the same hours worked provided they have worked in the preceding fourteen (14) days.
- (b)** Employees who do not work on a Statutory Holiday will receive pay based (or calculated) on total hours worked to a maximum of eight (80) hours in the preceding fourteen (14) days divided by ten (10) at the regular rate.
- (c)** Hours worked in (b) above are strictly those hours where work is performed.
- (d)** An employee who works more than his eight (8) hours on a Statutory Holiday shall be paid one and one-half times (1-1/2x) for all such additional hours worked.
- (e)** For Boxing Day and New Years' Day hours paid for Christmas and Boxing Day will be considered as hours worked.
- (f)** Preference for time off on Statutory Holidays will be given in order of seniority provided the required shifts are covered by the junior people on the Seniority List.

13.03 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a Statutory Holiday, an employee must work his last regularly scheduled shift immediately prior to the holiday and his first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in (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.

13.04 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

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

13.05 DAY OF OBSERVANCE

Statutory Holidays' will be observed on the day on which they fall except if the day is changed by mutual agreement.

13.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

Should any Statutory Holiday occur during an employee's vacation period, an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period.

ARTICLE 14 - ANNUAL VACATION

14.01 ANNUAL VACATION PAY: EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE

- (a) Employees with less than one (1) year of completed service, will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Employees will receive any annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

14.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS

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

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Pay</u>
1 year but less than 5 years	2 weeks	4%
5 years but less than 8 years	3 weeks	6%
8 years but less than 15 years	4 weeks	8%
15 + years or more	5 weeks	10%

- (b) 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.
- (c) "Gross Earning" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and Statutory holiday pay.

14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

Employees shall have preference in respect to annual vacations, within their department and classification according to the seniority list provided they file applications before March 15th of each year for vacations to be taken in that year. The Employer will schedule vacations prior to April 15th of each year.

- 14.04** Employees will be provided with an itemized cheque for vacation pay. Vacation pay will be a separate cheque and will not be calculated as earnings on the employee's regular pay cheque. Employees will receive their vacation cheques prior to their scheduled vacation.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union office for a period of up to and including three (3) years.
- (b) A request for such an approved leave must be given to the Employer by the Union, in writing, on union letterhead and signed by the representative of the Union.

- (c) An employee who obtains such a leave of absence shall return to his employment within thirty (30) calendar days after the completion of his employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

15.02 UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

- (a) 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 a delegate to attend union conventions. Written notice shall be given at least seven (7) calendar days prior to the commencement of such leaves.
- (b) 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 Shop Steward education programs. Written notice shall be given at least seven (7) calendar days prior to the commencement of such leaves.

15.03 COURT ATTENDANCE

Any employee covered by this Agreement who is subpoenaed to attend any commission, court or hearing to give evidence in any case, civil or criminal respecting the motel in which he is employed shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours' pay.

15.04 BEREAVEMENT LEAVE

- (a) A regular employee will be granted three (3) days off without loss of pay in the event of the death of a member of his immediate family. However, an employee can request additional unpaid time off. Such requests will not be unreasonably denied. One days' pay will be calculated by the total hours worked in the preceding fourteen (14) days divided by ten (10). This amount will be paid for each of the three (3) days bereavement leave.
- (b) "*Immediate family*" shall be understood to include the employee's mother, father, son, daughter, step children, sister, brother, brother-in-law, sister-in-law, spouse, same sex spouse, father-in-law, mother-in-law, grandparents, grandchildren, spouses grandchildren, or step-parents.
- (c) For the purposes of this article "*spouse*" shall be defined to include a common-law spouse.

- (d) In the event of a death of an employee's relative or friend other than (a) above a leave of absence of up to five (5) working days without pay shall be granted.

15.05 MILITARY SERVICE

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

15.06 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, the employee shall continue to receive his full wages for such period of time. To be eligible for this clause the employee must have completed his/her probationary period. The calculation of the employee's wages shall be in the same manner as the calculation for Statutory Holiday pay and pay shall only be for the actual days of any such jury duty.

15.07 PERSONAL LEAVE OF ABSENCE

The Employer shall grant leaves of absences without pay and without loss of seniority limited to one person per department. Such leaves cannot be used for other gainful employment. Such leaves shall be in writing and given to the Employer fourteen (14) calendar days prior to the commencement of the leave of absence.

15.08 GENERAL LIMITATION ON LEAVES OF ABSENCE

- (a) 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.
- (b) 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.

15.09 MATERNITY/PATERNITY/FAMILY RESPONSIBILITY LEAVE

- (a) All employees will be afforded all benefits of maternity, paternity and adoption leave in accordance with the Employment Standards Act.

- (i) **Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave per employment year to meet responsibilities related to the care, health or education of any member of the employee's immediate family. "*Immediate family*" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

ARTICLE 16 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS

16.01 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

- (a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in his former position within twenty-four (24) hours, with all rights and conditions which he formerly enjoyed, according to the terms of the Agreement which is in effect at the time of his return, subject to the further conditions which follow.
- (b) 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 the duties.
- (c) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

16.02 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

16.03 BULLETIN BOARDS

Bulletin boards will be made available to the Union on the Employer's premises for the purpose of posting notices relating to general union activities.

ARTICLE 17 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

- 17.01 (a)** Pursuant to Section 84 (1) of the Labour Relations Code of British Columbia the following standards shall be applied:
- (i)** Employees who have completed their probation period can only be disciplined or discharged for just and reasonable cause.
 - (ii)** During the probation period specified in this Agreement, an employee may be discharged if he is unsuitable for status as a regular employee.
- (b)** In the event that an employee is disciplined or discharged for any reason, the Shop Steward will be notified and be present at any meeting the Employer has with the employee.
- (c)** Each documented warning, oral or written or other record of discipline, shall be removed from the employee's work record on the second (2nd) anniversary date of its imposition.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

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

18.02 GRIEVANCE PROCEDURE

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 he reports. The employee must be accompanied by a Shop Steward.

Step One:

At this step, notice in writing of the grievance must be filed 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 first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence that gave rise to the grievance and it shall clearly state the provision of the Agreement that has been violated.

Any meeting between the Parties at this step must involve the employee, his Shop Steward and a person from management other than the employee's immediate supervisor.

The Employer's representative must answer the grievance in writing within ten (10) days.

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 Chairman and/or a Union representative and a person or persons designated by the Employer.

This step must be taken by notice in writing within five (5) working days of the date on which the written answer was delivered in Step One.

Step Three - Arbitration:

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 arbitration within thirty (30) calendar days. The following arbitrators will be chosen on a rotational basis:

- Robert Blasina
- Mervin Chertkow
- Rick Coleman
- Brian Foley
- Vince Ready
- Chris Sullivan

- 18.03** (a) The arbitrator shall hear and determine the difference or allegation and issue a decision and the decision is final and binding upon the parties and upon any employees affected by it.
- (b) The arbitrator shall have the right to enter any premises where work is being done or has been done by the employee.
- (c) If, during the life of the Agreement, one of the arbitrators named above withdraws from the list, the Parties shall appoint a replacement by mutual agreement in writing.
- (d) *Cost Sharing*

The Union and the Employer shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator.

18.04 UNION AND EMPLOYER POLICY OR GROUP GRIEVANCE

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

18.05 TIME LIMITS

If a grievance is not advanced through the steps of the Grievance Procedure within the specified time limits, the grievance shall be deemed abandoned and all rights of recourse to the grievance procedure shall be at an end. The abandonment of a grievance under this article shall not prejudice future cases of a similar nature. If the Employer misses a time limit then the grievance is deemed successful but without precedent or prejudice.

18.06 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

- (a) 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.
- (b) The Employer agrees to provide the Union with a written list of the 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.

ARTICLE 19 - HUMANITY FUND

For the purpose of international aid and development, the Company agrees to deduct on a bi-weekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in

the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted to the "*Humanity Fund*" and to forward such payment to:

United Steelworkers of America
National Office
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made. The first "*Humanity Fund*" deduction as aforesaid shall be for the fifth (5th) week following ratification of this Agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

ARTICLE 20 - NO DISCRIMINATION

20.01 DISCRIMINATION AND HARASSMENT UNDER THE HUMAN RIGHTS CODE

The Union and the Employer will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

Discrimination and harassment relate to any of the prohibited grounds contained in the B.C. Human Rights Act. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, criminal or summary offence unrelated to their employment and membership or activity in the Union.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace,

during or outside working hours provided the acts are committed within the course of the employment relationship.

This Article does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Act, however, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the B.C. Council of Human Rights or the process specified in Article 20.01 (a) and (c). In either event, a complaint of harassment or sexual harassment shall not form the basis of a grievance.

20.02 SEXUAL HARASSMENT

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

Sexual harassment is one form of discrimination described above in Article 20.01 (a) and is defined as engaging in a course of vexatious comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the harassee and is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

- (1) A person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) Sexual advances with actual or implied work related consequences;
- (3) Unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- (4) Verbal abuse, intimidation, or threats of a sexual nature;
- (5) Leering, staring or making sexual gestures;
- (6) Display of pornographic or other sexual materials;
- (7) Offensive pictures, graffiti, cartoons or sayings;
- (8) Unwanted physical contact such as touching, patting, pinching, hugging; and
- (9) Physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

20.03 COMPLAINT PROCEDURES

In the case of a complaint of either harassment or sexual harassment, the following shall apply:

- (1) An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) calendar days of the latest alleged occurrence through the Union directly to the Manager. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (2) An alleged offender shall be given notice of the substance of such a complaint under the Clause and shall be entitled to attend, participate in, and be represented at any hearing under this Clause.
- (3) The Employer's designate and a Union representative shall investigate the complaint and shall submit reports to the Manager in writing within fifteen (15) calendar days of receipt of the complaint. The Manager shall within ten (10) calendar days of receipt of the reports give such orders as may be necessary to resolve the issue.
- (4) Pending determination of the complaint, the Manager may take interim measures to separate the employees concerned if deemed necessary.
- (5) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with her written consent.
- (6) Where both Parties to the proceeding are satisfied with the Manager's decision, the procedure shall be at an end and not subject to further proceedings or the grievance procedure. Where either Party to the proceeding is not satisfied with the Manager's response, the complaint will, within thirty (30) calendar days, be put before a mutually agreed upon Mediator/Arbitrator who specializes in cases of harassment or sexual harassment.

The Mediator/Arbitrator shall have the right to:

- (i) dismiss the complaint;
 - (ii) determine the appropriate level of discipline to be applied to the offender, and
 - (iii) make further recommendations as is necessary to provide a final and conclusive settlement of the complaint.
- (7) An alleged offender under this Clause shall not be entitled to grieve disciplinary action taken by the Employer that is consistent with the decision of the Mediator/Arbitrator.

SIGNED THIS _____ DAY OF _____, 2005 AT
_____, B.C.

ON BEHALF OF:

**HOSPITALITY INDUSTRIAL
RELATIONS**

**UNITED STEEL WORKERS OF
AMERICA, LOCAL UNION 898**

**Jack Butterworth
Chairman of the Board**

**Roy Leslie
Staff Representative**

**Gordon Cartwright
Secretary-Treasurer**

**Ron Schmidt
Director, Industrial Relations**

ON BEHALF OF:

THE RIVERLAND MOTEL

**Jay Gallagher
Owner/Manager**

WAGE APPENDIX "A"

WAGE RATES

CLASSIFICATION	CURRENT RATE	JANUARY 1, 2005
NIGHT AUDIT CLERK	13.94	14.15
DESK CLERK	12.94	13.13
HEAD HOUSEKEEPER	12.40	12.59
HOUSEKEEPER	*11.34	11.51

* **Probationary Period** (Article 7.01 (a)) Job Rate minus one dollar and fifty cents (\$1.50) per hour.

* **Darlene Keane** will receive fifty cents (\$.50) per hour above the housekeeper rate while she remains in her current position.

Effective on the first pay cheque following ratification, a Signing Bonus will be paid of all employees on strength in an amount of Two Hundred and Fifty Dollars (\$250.00) or equal to twenty-five cents (25¢) per hour for all hours worked since January 1, 2004 until December 1, 2004, whichever is greater.

LETTER OF UNDERSTANDING #1

-between-

HOSPITALITY INDUSTRIAL RELATIONS

-on behalf of-

RIVERLAND MOTEL LTD.

(hereinafter called "the Employer")

-and-

UNITED STEELWORKERS OF AMERICA

LOCAL UNION 898

(hereinafter called "the Union")

RE: FOUR AND TWO SHIFT ROTATION

It is agreed as follows:

- (a) Housekeeping staff will work on a four (4) and two (2) day rotation of shifts. Four (4) days on and two (2) days off.
- (b) Article 8.06 shall not apply to this Letter of Understanding.
- (c) All work in excess of eight (8) hours in a day or in excess of thirty-two (32) hours per week shall be paid at applicable overtime rates.

Extra Shift Scheduling

The Parties agree that after all shifts have been assigned pursuant to Article 8.05, and an extra shift is available, the following procedure set out below shall be followed:

- (i) Once each month, employees who are interested in extra shifts must sign the ***Extra Shift Availability List*** which will be kept in the Manager's office, and which will include a current telephone number, and the days the employee will be available.
- (ii) The extra shift shall be offered to the most senior employee in the classification who is not scheduled to work.

- (iii) Extra shifts worked pursuant to this provision shall not result in overtime rates being paid, pursuant to (c) above, at no time will an employee work more than eight (8) hours in a day or forty (40) hours in a week.
- (iv) If there are no names on the *Extra Shift Availability List* then the Employer may fill any shifts by calling in employees that are scheduled for less than half of their normal schedule, starting with the most senior employee.
- (v) An employee may refuse to come to work if they are called without penalty for such refusals. However, if an employee refuses to work after three (3) consecutive calls their seniority shall be reduced by two (2) months.
- (vi) The Employer will be responsible for maintaining a call-in log book which shows all shifts refused.

SIGNED ON BEHALF OF:

**HOSPITALITY INDUSTRIAL
RELATIONS**

**UNITED STEEL WORKERS OF
AMERICA, LOCAL UNION 898**

**Ron Schmidt
Director, Industrial Relations**

**Roy Leslie
Staff Representative**

Date

LETTER OF UNDERSTANDING #2

-between-

HOSPITALITY INDUSTRIAL RELATIONS
-on behalf of-
RIVERLAND MOTEL LTD.
(hereinafter called "the Employer")

-and-

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 898
(hereinafter called "the Union")

RE: MARIE McCORMICK

During the Labour dispute, Marie McCormick crossed the legal picket line and worked. This activity created animosity between the members of United Steelworkers of America, Local 898 and the owners of the Riverland Motel. Therefore, to resolve this issue, the Parties agree to the following:

1. Marie McCormick will be removed from the bargaining unit;
2. She will be permitted to work as a housekeeper and will be scheduled to work based on her position on the seniority list;
3. She will not be permitted to have authority over any bargaining unit employees;
4. She will not be permitted to fill the Head Housekeepers position;
5. She will have her lunch breaks and coffee breaks scheduled at different times than those of the other employees; and
6. When she leaves the employment of the Riverland Motel, her job will be returned to the bargaining unit.

Letter of Understanding #2 - Marie McCormick
Page 2

SIGNED ON BEHALF OF:

**HOSPITALITY INDUSTRIAL
RELATIONS**

**UNITED STEEL WORKERS OF
AMERICA, LOCAL UNION 898**

Ron Schmidt
Director, Industrial Relations

Roy Leslie
Staff Representative

Date

LETTER OF UNDERSTANDING #3

-between-

HOSPITALITY INDUSTRIAL RELATIONS
-on behalf of-
RIVERLAND MOTEL LTD.
(hereinafter called "the Employer")

-and-

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 898
(hereinafter called "the Union")

RE: FRONT DESK

During negotiations, the Parties disputed how much time would be permitted for Jay Gallagher and Bob Silverson performing Front Desk duties. To resolve this issue, the Parties have agreed to the following:

1. Jay Gallagher and/or the manager will work a maximum of thirty-two (32) hours per week on the Front Desk Day shift, Monday through Friday.
2. The remaining one hundred and thirty six (136) hours will be guaranteed to be worked by members of the bargaining unit as follows:
 - (i) Three (3) forty (40) hour shifts per week for employees on the Afternoon and Night shifts and Day shift Sunday; and
 - (ii) One (1) sixteen (16) hour shift per week on the Day shift Friday and Saturday.
3. The Employer agrees that after ninety (90) days from Ratification of this Agreement, the four (4) Front Desk employees may develop their schedule to ensure full coverage of the one hundred and thirty-six (136) hours.

-
4. All vacancies on the Front Desk will be filled in accordance to the job posting procedures in Article 10.03.

SIGNED ON BEHALF OF:

**HOSPITALITY INDUSTRIAL
RELATIONS**

**UNITED STEEL WORKERS OF
AMERICA, LOCAL UNION 898**

Ron Schmidt
Director, Industrial Relations

Roy Leslie
Staff Representative

Date

LETTER OF UNDERSTANDING #4
-between-

HOSPITALITY INDUSTRIAL RELATIONS
-on behalf of-
RIVERLAND MOTEL LTD.
(hereinafter called "the Employer")

-and-

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 898
(hereinafter called "the Union")

RE: ARTICLE 8: HOUSEKEEPERS

The Parties agree that housekeepers' hours will be scheduled based on but not limited to a six and one-half (6 ½) hour day. Those requesting more than six and one-half (6 ½) hours will be allowed to do so, providing such work is available, but must make their request known by signing the extra shift availability form.

Furthermore, a senior person requesting more than six and one-half (6 ½) hours will have their request granted prior to a junior employee receiving hours.

Any overtime will be based on eight (8) hours as per Article 8 of the Collective Agreement.

Either party may cancel this Letter of Understanding with thirty (30) calendar days' notice.

SIGNED ON BEHALF OF:

**HOSPITALITY INDUSTRIAL
RELATIONS**

**UNITED STEEL WORKERS OF
AMERICA, LOCAL UNION 898**

Ron Schmidt
Director, Industrial Relations

Roy Leslie
Staff Representative

Date

LETTER OF UNDERSTANDING #5

-between-

HOSPITALITY INDUSTRIAL RELATIONS

-on behalf of-

RIVERLAND MOTEL LTD.

(hereinafter called "the Employer")

-and-

UNITED STEELWORKERS OF AMERICA

LOCAL UNION 898

(hereinafter called "the Union")

RE: SHORT-TERM FRONT DESK COVERAGE

In order to resolve the problems that occur from time to time at the Front Desk, the Parties agree to the following.

In order to cover the front Desk effectively, the Employer will be allowed to have non-union employees perform the job of Front Desk Clerk in the following manner.

1. This will only occur when Front Desk employees are absent and the Employer is given short notice to replace the employee or when employees are absent as a result of an emergency. The intent of this Letter is not to replace employees who have quit or are absent for prolonged periods of time. This is only intended to fill short-term absences as a result of sickness, accident or emergency leaves.
2. When these situations occur, all employees in the front Desk positions will be offered forty (40) hours per week prior to any non-union employee working. When filling these types of vacancies, the Employer will not be required to offer overtime prior to having non-union employees work the Front Desk.

Letter of Understanding #5 – Short-Term Front Desk Coverage
Page 2

The Parties further agree that either the Union or the Employer may terminate this Letter with thirty (30) days written notice.

SIGNED ON BEHALF OF:

**HOSPITALITY INDUSTRIAL
RELATIONS**

**Ron Schmidt
Director, Industrial Relations**

**UNITED STEEL WORKERS OF
AMERICA, LOCAL UNION 898**

**Roy Leslie
Staff Representative**

Date

INDEX

	PAGE
ARTICLE 1	
Introduction	1
1.01 Purpose	1
1.02 Gender References.....	1
ARTICLE 2	
Duration And Integrity Of Agreement	1
2.01 Duration	1
2.02 Labour Relations Code.....	2
2.03 Strikes and Lockouts.....	2
2.04 Extent.....	2
ARTICLE 3	
Union Recognition	2
3.01 Recognition of Exclusive Bargaining Agent.....	2
3.02 Recognition of Legal Picket Lines	3
3.03 Performance of Bargaining Unit Work	3
3.04 No Discrimination	3
3.05 Union Buttons.....	3
3.06 Union Investigation of the Standing of Employees Conditions	3
3.07 Shop Steward and New Employee	4
3.08 Partners, Managers and Shareholders.....	4
ARTICLE 4	
Union Security	4
4.01 Membership	4
-New Employees	5
4.02 Check-Off: Process and Procedures	5
4.03 An Employee's Failure to Maintain Membership in Good Standing	6
ARTICLE 5	
Union Stewards	6
5.01 Shop Stewards	6
-Pay for Bargaining.....	7
5.02 Grievance Chairperson	7
5.03 Management and Union Stewards Meeting	7

ARTICLE 5 – cont’d.	
5.04 Health and Safety Committee	8
ARTICLE 6	
Management Rights	8
ARTICLE 7	
Probationary Period	9
ARTICLE 8	
Hours Of Work	9
8.01 Normal Straight Time Hours of Work	9
- Overtime Pay.....	9
8.02 Split Shifts	9
8.03 Shift Hours	10
8.04 Maximizing the Length of Shifts	10
8.05 Assignment of Shifts by Seniority	10
8.06 Days Off.....	10
8.07 Time Worked On Sixth and Seventh Consecutive Days.....	10
8.08 Payment for Time in Lieu Of Breaks	11
8.09 Meal Breaks	11
8.10 Rest Periods.....	11
8.11 Work Schedules	11
8.12 Ratio of Housekeepers to Rooms Occupied.....	12
8.13 Changes in Work Schedules	12
8.14 Time Sheet Change	13
8.15 Reporting for Work.....	13
ARTICLE 9	
Seniority	13
9.01 Seniority.....	13
9.02 Definition.....	13
9.03 Seniority Lists	13
9.04 Accrual of Seniority.....	14
9.05 Seniority Lost.....	14
ARTICLE 10	
Promotion, Transfer & Demotion	14
10.01 Vacancies & New Positions.....	14
10.02 Trial Period	15
10.03 Job Posting	15
10.04 Form of Posting	15
10.05 Temporary Appointments	15

ARTICLE 11

Layoff And Recall Procedure	16
11.01 <i>Layoff</i>	16
11.02 <i>Recall</i>	16
11.03 <i>Contact Point</i>	16
11.04 <i>Notice of Recall</i>	16
ARTICLE 12	
Salary Administration	17
12.01 <i>Wage Rates</i>	17
12.02 <i>Combined Classifications</i>	17
12.03 <i>New Classifications</i>	17
12.04 <i>Payment of Wages Upon Termination or Resignation</i>	17
12.05 <i>Salary Administration</i>	17
ARTICLE 13	
Statutory Holidays	18
13.01 <i>Statutory Holidays</i>	18
13.02 <i>Payment for Statutory Holidays</i>	18
13.03 <i>Eligibility for Statutory Holiday Pay</i>	18
13.04 <i>Loss of Statutory Holiday Pay for Failure to Report</i>	19
13.05 <i>Day of Observance</i>	19
13.06 <i>Statutory Holiday During Employee's Vacation</i>	19
ARTICLE 14	
Annual Vacation	19
14.01 <i>Annual Vacation Pay: Employees With Less</i> <i>Than One Year of Service</i>	19
14.02 <i>Annual Vacations and Pay Entitlements</i>	19
14.03 <i>Vacation Scheduling Preference By Seniority</i>	20
14.04 <i>Itemized Vacation Pay Cheque</i>	20
ARTICLE 15	
Leaves Of Absence	20
15.01 <i>Employee Elected to Union Office</i>	20
15.02 <i>Union Conventions and Educational Programs</i>	21
15.03 <i>Court Attendance</i>	21
15.04 <i>Bereavement Leave</i>	21
15.05 <i>Military Service</i>	22
15.06 <i>Jury and Witness Duty</i>	22
15.07 <i>Personal Leave of Absence</i>	22
15.08 <i>General Limitation on Leaves Absence</i>	22
15.09 <i>Maternity/Paternity/Family Responsibility Leave</i>	22
ARTICLE 16	
Miscellaneous Employee Entitlements	23

16.01 Employees Returning To Work After Illness or Injury	23
16.02 No Individual Contracts or Agreements	23
16.03 Bulletin Boards	23
ARTICLE 17	
Discipline And Discharge Of Employees	24
ARTICLE 18	
Grievance Procedure	24
18.01 Definition and Recognition Of A Grievance	24
18.02 Grievance Procedure.....	24
- Informal Step.....	24
- Step One	25
- Step Two	25
- Step Three - Arbitration	25
18.03 Authority of the Arbitrator.....	25
- Cost Sharing.....	26
18.04 Union and Employer Policy Or Group Grievance	26
18.05 Time Limits	26
18.06 Persons Authorized To Deal With Grievances.....	26
ARTICLE 19	
Humanity Fund	26
ARTICLE 20	
No Discrimination	27
20.01 Discrimination and Harassment Under The Human Rights Code	27
20.02 Sexual Harassment	28
20.03 Complaint Procedures.....	28
SIGNING PAGE	30
WAGE APPENDIX "A"	
Wage Rates	31
LETTERS OF UNDERSTANDING	
# 1: Four and Two Shift Rotation	32-33
# 2: Marie McCormick	34-35
# 3: Front Desk.....	36-37
# 4: Article 8: Housekeepers	38
# 5: Short-Term Front Desk Coverage.....	39