

COLLECTIVE AGREEMENT

BETWEEN:

**MEADOW GARDENS GOLF COURSE
("Employer")**

AND:

**HOTEL, RESTAURANT & CULINARY EMPLOYEES &
BARENTEDERS UNION, LOCAL 40
("Union")**

January 1, 2004 to December 31, 2007

ARTICLE 1 PURPOSE

1.01 Purpose Of Agreement

The general purpose of this Agreement is to establish satisfactory relations between the Employer and certain of its Employees who are members of the Union and to provide a process for the prompt and equitable disposition of grievances and to maintain satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement.

1.02 Singular And Plural/Gender

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and whenever the singular is used, it shall be deemed to include the plural, and vice versa.

1.03 Non Discrimination

The Union and the Employer, including their representatives, shall not discriminate against any Employee in compliance with the Human Rights Act of the Province of British Columbia, or because of membership in the Union.

ARTICLE 2 UNION RECOGNITION AND SECURITY

2.01 Recognition

The Employer recognizes the Union as the sole bargaining agency for all Employees covered by the terms of this Agreement as referred to in the certification granted in accordance with the Labour Relations Code.

2.02 Union 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. All new Employees shall be required to become members of the Union within thirty (30) calendar days after the date of their employment. For the purpose of this Agreement, the term good standing is defined to refer only, and be limited to, the payment of Union dues and initiation fees.

2.03 Union Dues, Fines And Assessments

- (a) The Employer agrees to deduct initiation fees, Union dues, fines, assessments and arrears upon receipt of an authorization signed by an Employee. Such authorization to be signed and completed on commencement of employment.
- (b) The monies so deducted will be forwarded to the Secretary of the Union by the 15th of the month following the month in which the deductions were made, together with the names, addresses, and Social Insurance Numbers of the Employees from whom such deductions were made. The Union will supply the Employer with appropriate forms for this purpose.

2.04 Bargaining Unit Work

The Employer agrees that management or non-bargaining unit personnel shall not perform work which is normally performed by Employees covered by the terms of this Agreement, unless otherwise mutually agreed between the Employer and the Union. This provision shall not apply in situations involving emergencies, testing, training or instruction, or where no bargaining unit Employee is available to do the work required.

2.05 Transfers To Management

The Employer shall notify the Union, in writing, within five (5) working days of appointing an Employee, covered by the terms of this Agreement, to a position with the Employer that is outside the bargaining unit and the scope of this Agreement.

2.06 No Other Agreements

No Employee shall be required and no Employee shall make any Agreement with the Employer contrary to the terms of this Agreement.

2.07 Access For Union Representatives

- (a) The Business Representative of the Union shall have reasonable access to the Employer's establishment during working hours.
- (b) In the exercise of the rights granted to the Union in this Article, the Union agrees that any visits will be arranged with the Employer in advance, and will be scheduled at such time so as not to interfere with work being performed by Employees or the efficiency of operations.

2.08 Legal Picket Line

No Employee shall be required to cross a legal picket line arising from a strike or lockout.

2.09 Recognition Of Shop Steward

- (a) The Employer shall recognize an Employee appointed by the Union to be Shop Steward. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances.
- (b) The Union will promptly notify the Employer of the name of the Shop Steward and any changes thereto from time to time.
- (c) The Employer will notify the Union of management personnel with whom the Shop Steward should deal with.
- (d) The Shop Steward shall conduct the required Union duties in a reasonable manner that will not interfere with operations.

2.10 Union Notices

The Employer shall provide a notice board for the posting of official Union notices. Such notice board shall be placed in an area accessible to the Employees.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 Management Rights

The entire management of the operation and the direction of the working force is vested exclusively in the Employer and the Union shall not in any way interfere with these rights, and management in exercising such rights will observe the provisions of this Agreement.

3.02 Rules And Regulations

The Employer shall have the right to establish reasonable rules and regulations to govern the conduct and performance of Employees covered by the terms of this Agreement. Prior to issuance of such rules and regulations the Employer shall provide the Union with a copy of same.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

4.01 Definition Of Grievance

Any complaint, disagreement and/or difference of opinion between the parties hereto concerning the interpretation, application, operation, or any alleged violation of the terms and provisions of this Agreement, shall be considered a grievance.

4.02 Complaints

An Employee that has a complaint with respect to any matter concerning the interpretation, application, operation, or any alleged violation of this Agreement shall first take the complaint up with the Employee's immediate Supervisor or Manager. Failing a satisfactory solution the complaint may be reduced to writing and dealt with as a Grievance in accordance with the following procedure.

4.03 Grievance Procedure

Notice in writing of any grievance or dispute must be given to the Employer or to the Union, as the case may be, within ten (10) calendar days of the occurrence, excluding Saturday, Sunday and Statutory Holidays. The procedure for processing grievances shall be as follows:

Step 1

The Employee shall first take up the difference with her immediate supervisor within seven (7) calendar days and shall receive a reply within five (5) calendar days. If the Employee so chooses, the Shop Steward may accompany the Employee at this step.

Step 2

If the matter is not settled at Step 1, the Employee with the Shop Steward shall take up the grievance with the appropriate Manager within ten (10) calendar days of receiving the reply stipulated in Step 1. If a satisfactory settlement is not reached within five (5) calendar days, the grievance shall proceed to Step 3.

Step 3

Failing settlement at Step 2, a grievance shall be referred to the local union representative and the appropriate Manager. Prior to meeting, statements in writing of the alleged grievance shall be exchanged. Failing settlement within fifteen (15) calendar days, the matter shall be referred to arbitration.

4.04 Single Arbitrator

A Single Arbitrator shall be selected as follows:

- (a) Within fifteen (15) calendar days following receipt of written notice to process a grievance to arbitration, the Employer and the Union shall meet in an attempt to select a mutually acceptable Single Arbitrator.
- (b) In the event that the Employer and the Union are unable to agree upon a Single Arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau for the Province of British Columbia to appoint an arbitrator to hear the matter in dispute.
- (c) The Single Arbitrator shall endeavour to render a decision within fifteen (15) calendar days of the conclusion of the arbitration hearing.

4.05 Decision Of Arbitrator

In reaching a decision, the Single Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement or any of its parts, but may however, interpret its provisions.

4.06 Decision Binding

The findings and decision of the Single Arbitrator shall be binding and enforceable on all Parties to this Agreement.

4.07 Cost Of Arbitration

The expenses of the Arbitrator shall be borne equally by the Employer and the Union and each of the Parties shall bear the cost of their own representatives and witnesses.

4.08 Time Limits

The time limits referred to in this Article may be altered by mutual agreement between the Employer and the Union.

ARTICLE 5 SENIORITY

5.01 Seniority

- (a) Seniority, as used in this Agreement, shall mean the length of employment of an Employee with the Employer, within a classification and within the Department, based on the actual days worked and days of paid and/or approved absence. Approved absences shall include:
 - (i) an absence as a result of an occupational injury or illness covered by Workers' Compensation for which a valid claim has been approved, and
 - (ii) an absence as a result of a non-occupational illness or injury for a period of up to six (6) months, provided acceptable medical evidence is presented to the Employer, and
 - (iii) time absent on an education course approved by the Employer, and
 - (iv) any other absences approved in writing by the Employer in accordance with the Employment Standards Act.

- (v) Seniority shall be maintained but not accrued during any approved absences not covered by the above provisions.
- (b) An Employee shall not establish any classification seniority within a given classification until the Employee has worked twenty (20) days in that classification within a six (6) month period. Thereafter, the Employee shall be given classification seniority credit for those twenty (20) days of work in the given classification and all other provisions of this Collective Agreement concerning classification seniority shall then apply.

5.02 New Employees

- (a) The Employer shall hire all Employees and each newly hired Employee shall be placed on probation. The Employer may release the Employee if considered unsuitable by the Employer or the Employee may resign, during this probationary period.
- (b) The Employer shall present each new Employee with a copy of the Collective Agreement and shall introduce the new Employee to the Shop Steward.

5.03 Probationary Period

- (a) All new Employees shall be on probation for their first twenty (20) working days from the date of their hire by the Employer. The purpose of the probationary period is to determine, in the Employer's opinion, the suitability of the Employee for continued employment.
- (b) Seniority shall be dated from the commencement of employment after an Employee has been in the employ of the Employer for twenty (20) working days within a six (6) month period.

5.04 Loss Of Seniority

An Employee shall lose seniority if the Employee:

- (a) voluntarily quits;
- (b) is discharged and not reinstated through the grievance or arbitration procedures;
- (c) is absent from work for three (3) consecutive working days without a valid reason;
- (d) is laid off for more than eight (8) months;
- (e) fails to report for work within three (3) calendar days after the date when a notice of recall has been sent by the Employer by registered mail to the Employee's last address on file with the Employer; or
- (f) overstays an authorized leave of absence without a valid reason.

5.05 Work Force Reductions

- (a) In the event of layoffs taking place, such layoff shall be made on the basis of seniority and qualifications to meet the job requirements. In the event two (2) or more Employees have relatively equal ability, the least senior Employee will be laid off first.
- (b) An Employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address.

5.06 Recall From Layoff

An Employee who has been laid off in accordance with this Article, shall be recalled as work becomes available based on seniority and qualifications to meet the requirements of the work available. In the event two (2) or more Employees have relatively equal qualifications, the more senior Employee will be recalled first. In the event seniority is equal, the Employees' date of hire shall be used to determine the first Employee to be rehired.

5.07 Continuation Of Seniority

- (a) An Employee shall not suffer a loss of Seniority Rights while away from work as a result of a legitimate illness, authorized Leave of Absence, or an Industrial Accident that occurred in the employment of the Employer and for which the Employee is entitled to Worker's Compensation Benefits.
- (b) The Employer may require an Employee, who is absent due to illness or injury, to provide a Doctor's Certificate as evidence of such illness or injury.

5.08 Students/Casual Employees

- (a) The Employer may hire Students or Casual Employees to fill temporary vacancies as a result of a Regular or Part-time Employee's absence, or to perform work on a seasonal or temporary basis.
- (b) Students and Casual Employees shall not be scheduled to work if a Regular or Part-time Employee is on layoff that has the qualifications to perform the work available, and if such Regular Employee is available to perform such work.
- (c) Students and Casual Employees shall not accumulate Seniority, however, if a Student or Casual Employee is accepted as a Regular or Part-time Employee, then such Employee shall be given Seniority credits for actual days worked as a Student or Casual Employee.

5.09 Seniority Lists

The Employer shall provide the Union with a Seniority List of all Regular and Part-time Employees, indicating their date of employment and accumulated seniority every four (4) months, commencing on January 1st of each calendar year. In addition, the Employer shall post a copy of such Seniority List where it is accessible to Employees for review.

ARTICLE 6 JOB POSTING

6.01 Vacancies

When a vacancy occurs, the Employer may make a temporary appointment to fill the job and the job shall be posted immediately for three (3) working days, during which time Employees may make written application to the Employer for the job. Thereafter, the Employer shall make an appointment within three (3) working days following the posting period.

6.02 Successful Applicant

- (a) The Employer shall select an applicant who has bid on the posting based on seniority and qualifications to perform the job available. If there is no successful applicant the Employer may fill the job through other resources.

- (b) An Employee accepted for a job posting shall be placed in the job posted for at the earliest opportunity.

6.03 Familiarization Period

A successful applicant for a job posting shall be given a maximum period of ten (10) working days to determine the Employee's suitability for the job. If the Employee is found not suitable for the job during this period, the Employee shall be returned to the former job held. In such cases the provisions of Clause 6.02 shall be applied.

ARTICLE 7 HOURS OF WORK

7.01 Normal Hours Of Work

- (a) The normal work day shall consist of up to eight (8) consecutive hours of work at straight time hourly rates of pay, inclusive of any applicable paid rest and/or paid meal periods.
- (b) The normal work week shall consist of not more than forty (40) hours of work at straight time hourly rates of pay, inclusive of any applicable paid rest and/or paid meal periods.
- (c) The normal work week shall commence at 12:01 A.M. Sunday and end the following Saturday at midnight.

7.02 Minimum Daily Pay

(a) Minimum Pay For Reporting For Work As Scheduled

An Employee who reports to work as scheduled without receiving reasonable prior notice by the Employer not to come to work that day and who is subsequently sent home because no work is available shall be paid two (2) hours pay at the Employee's regular straight time hourly rate of pay for that day. No such payment shall be required when reasonable prior notice is given by the Employer to an Employee not to report to work as scheduled.

(b) Minimum Pay For Working On A Scheduled Shift

If an Employee starts work on a scheduled shift and is then sent home, due to a lack of work, the Employee shall be paid a minimum of four (4) hours at the Employee's regular straight time hourly rate of pay or for work actually performed, whichever is greater.

7.03 Rest Periods

All Employees shall be entitled to paid rest periods during their assigned schedule in accordance with the following:

- (a) four (4) hours or more - one (1) fifteen (15) minute period;
- (b) seven (7) hours or more - two (2) fifteen (15) minute periods.

7.04 Meal Periods

All Employees who are scheduled to work for five (5) consecutive hours or more or who actually work for that period of time on any given work day shall be entitled to a paid meal period of thirty (30) minutes. Meal periods shall be scheduled at mid-shift times or as close thereto as possible, giving due consideration to operational requirements.

7.05 Split Shifts

- (a) The Employer shall make every effort to avoid short changes between shifts.
- (b) A split shift shall be no more than seven (7) working hours, exclusive of any paid rest and/or paid meal periods. Such seven (7) hours worked shall be paid for at eight (8) hours pay in addition to any paid rest and/or paid meal periods. If the hours worked on a split shift are less than seven (7), the pay for the hours worked shall be pro-rated accordingly.
- (c) Any break of more than two (2) hours in a shift shall constitute a split shift.
- (d) Total elapsed hours of any split shift shall not exceed twelve (12) hours and only one (1) split per Employee shall be allowed in any shift.

7.06 Overtime

(a) Daily Overtime

An Employee required to work in excess of eight (8) hours on a scheduled work day shall be paid for the first three (3) hours of overtime at time and one-half (1 ½ X) and for all hours worked thereafter at double time (2X), in each case based on the Employee's regular straight-time hourly rate of pay.

(b) Weekly Overtime

An Employee required to work in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 ½ X) for the first eight (8) hours of work in excess of the forty (40) hours and thereafter double time (2X), in each case based on the Employee's regular straight-time hourly rate of pay.

(c) Call-Out

- (i) Where an Employee is called out to work after completion of the work day, or on a Statutory Holiday (per Article 10), the Employee shall be paid the appropriate overtime rate for all hours worked, but in no case shall such Employee be paid for less than two (2) hours at the applicable overtime rate.
- (ii) For the purposes of the above, a call-out shall mean a call back to work on an unscheduled basis after an Employee has left the place of work.

(d) Overtime Authorization

All work to be performed by an Employee on an overtime basis must be authorized in advance by the Employer.

7.07 No Pyramiding

It is understood and agreed that there shall be no pyramiding of overtime rates or premiums as contained in this Agreement. For example, hours of work paid at overtime rates on a daily basis shall not be used to calculate overtime hours worked in excess of forty (40) hours on a weekly basis.

7.08 Shift Exchanges And Shift Assumptions

- (a) Shift exchanges among Employees in the bargaining unit shall only be allowed under this Agreement with the prior approval of the Employer.
- (b) No shift exchange shall result in any increased cost to the Employer, i.e. due to overtime or otherwise.
- (c) No shift exchanges shall be approved by the Employer unless the Employer is satisfied that each of the participants in the exchange possesses the qualifications to perform the work duties to be exchanged.
- (d) A “shift assumption” shall occur when one Employee works the shift of another Employee, at the request of that second Employee, without there being an exchange of shifts between them. Such arrangements shall require approval in advance by the Employer. All of the provisions of this Clause 7.08 that apply to shift exchanges shall apply equally to shift assumptions.
- (e) No shift exchange or shift assumption shall result in any change of shift or any change in shift start time for any person other than those employees directly involved in the given shift exchange or shift assumption without the advance approval of the Employer or at the direction of the Employer.

7.09 Work Schedules

- (a) A Schedule shall be posted by the Employer in a conspicuous place for the information of all scheduled Employees and shall not be changed by the Employer unless at least two (2) days notice has been given the Employee whose working week is being changed. The work schedule shall contain the following information for each scheduled Employee:
 - (i) employee’s name;
 - (ii) classification(s) covered by schedule for each employee;
 - (iii) days off, and
 - (iv) starting and anticipated finishing times.
- (b) In the event the Employer changes a posted work schedule of an Employee not at work at the time of the change, the Employer shall advise the affected Employee as soon as is reasonably possible.
- (c) The provisions of this Clause 7.09 shall not apply to unforeseen circumstances involving staffing for unexpected leaves of absence due to illness, etc., peak workload requirements, and other operational need which are not subject to advance planning.

ARTICLE 8 WAGE RATES

8.01 Rates Of Pay

The Employer agrees to pay the Employees covered by this Agreement for work performed in the various classifications contained in the Schedule Of Wages as set out in Appendix "A" of this Agreement. It is, however, agreed that nothing in this Agreement shall prevent the Employer from paying an Employee a rate of pay higher than that contained in Appendix "A".

8.02 New Classifications

When the Employer creates a new job classification for which no wage rate is presently established, the rate for such new classification shall be established by mutual agreement between the Employer and the Union. If the Parties are unable to agree on a wage rate the matter may be referred to arbitration in accordance with the provisions of this Agreement.

ARTICLE 9 ANNUAL VACATIONS

9.01 Vacation Entitlement

All Employees shall receive an Annual Vacation each year in accordance with the Employment Standards Act of British Columbia, except:

- (a) Employees who have completed five (5) years employment with the Employer shall receive three (3) weeks vacation that year and each year thereafter, with pay at six (6%) percent of earnings for the year preceding the vacation.
- (b) Employees who have completed ten (10) years employment with the Employer shall receive four (4) weeks vacation that year and each year thereafter, with pay at eight (8%) percent of earnings for the year preceding the vacation.
- (c) For the purposes of the above provisions only, an Employee's service shall be accumulated on the basis of the date of employment.

9.02 Vacation Scheduling

- (a) On the first day of April each year, a Schedule shall be posted and Employees shall designate on the Schedule, prior to April 30th, the vacation period they desire. Vacation time shall be allotted by the Employer with senior Employees receiving first consideration.
- (b) Providing the Employer receives adequate vacation information from the Employees by April 30th, the Employer shall approve the final Schedule for vacations by May 31st, however, it is understood that such approved Schedule shall be one that is satisfactory to the Employer.
- (c) All vacations shall be taken in one continuous period except by mutual agreement between the Employer and the Employee.

9.03 Paid Statutory Holiday

If a Statutory Holiday, as set out in this Agreement, occurs during an Employee's annual vacation, such Employee shall be paid for the Statutory Holiday in accordance with the provisions of section 10.02 of this Agreement, in lieu of such Statutory Holiday.

9.04 Payment Of Vacation Pay

- (a) The Employer shall pay the Employee's Annual Vacation Pay on a separate cheque. Such payment shall be made at the end of each calendar year, on layoff or termination and shall be based on the Employee's earnings during that calendar year.
- (b) When an Employee's employment is terminated, for any cause whatsoever, they shall receive vacation pay based on the appropriate percentage of earnings to the date of termination.

ARTICLE 10 STATUTORY HOLIDAYS

10.01 Designated Holidays

The following have been designated as Statutory Holidays:

New years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

All other Statutory Holidays proclaimed by Federal or B.C. Provincial Governments.

10.02 Eligibility

- (a) An Employee who has earned wages within thirty (30) calendar days immediately preceding the Statutory Holiday shall receive payment for the Holiday based on their average regular daily rate of pay of such days worked, excluding overtime.
- (b) In addition to the above, an Employee shall not be eligible to receive Statutory Holiday pay if absent from the last shift scheduled immediately prior to the Holiday observed, or the first scheduled shift immediately after the Holiday observed, unless the Employee provides an acceptable reason for the absence, during this period.
- (c) A layoff of one (1) week or less duration shall not disqualify an Employee from Statutory Holiday entitlement in accordance with this Article.

10.03 Work On A Statutory Holiday

In addition to pay for the Statutory Holiday, an Employee shall be paid time and one-half (1 1/2) for all hours worked on a Statutory Holiday.

10.04 Statutory Holiday On A Day Off

In the event of a Statutory Holiday or Proclaimed Holiday falling on the Employee's regular day off, such Employee shall receive:

- (a) another day off with pay, or
- (b) another day's wages as may be mutually agreed to by the parties; and
- (c) in the case of Part-time Employees, a days wages shall be defined as the average daily hours worked in the thirty (30) day period immediately prior to the Holiday observed.

10.05 Banking Of Statutory Holidays

- (a) Regular Employees who work shall be allowed to bank the time off for the Statutory Holidays of Good Friday, Victoria Day, Canada Day, Labour Day, and B.C. Day and shall be allowed to have the time off, with their full regular pay, during the period between Thanksgiving Day and the following Good Friday.
- (b) The five (5) days to be taken off in accordance with this provision shall be by mutual agreement between the Employer and the Employee.

ARTICLE 11 PAY PERIODS AND PAYMENT OF WAGES

11.01 Pay Periods

- (a) Each Employee shall be paid twice monthly for all wages earned up to and including the end of the third day immediately prior to the 15th and the end of the month.
- (b) In the event that the 15th or the end of the month falls on a Saturday, pay will be issued on the preceding Friday. If the 15th or the end of the month falls on a Sunday, pay will be issued on the following Monday.
- (c) The Employer agrees that when a Statutory Holiday falls on a pay day wages shall be paid on the day immediately preceding the Holiday.
- (d) A detailed Statement Of Earnings shall be provided to each Employee with the Employee's pay cheque.

ARTICLE 12 DISCIPLINE AND DISCHARGE

12.01 Just Cause

The Employer shall only discipline or discharge for just and reasonable cause an Employee who has completed the probation period.

12.02 Notice Of Disciplinary Action

The Employer shall notify an Employee in writing of any written warning, suspension or discharge of that Employee for disciplinary reasons. The Employer shall also provide a copy of each such disciplinary notice to a duly authorized representative of the Union from outside of the bargaining unit, as designated by the Union.

12.03 Use Of Personnel File In Relation To Discipline

Written notices of discipline contained in an Employee's personnel file which are more than two (2) years old from the date of issuance shall not be relied upon by the Employer to support any subsequent disciplinary action provided that in the interim there has been no other discipline. Notwithstanding the foregoing, the Union specifically agrees that the Employer retains the right when invoking the doctrine of culminating incident to rely upon the entire employment history of an Employee including, but not limited to, the complete disciplinary record.

12.04 No Oral Warning Or Reprimand As Discipline

An oral warning or reprimand shall not be deemed to be a disciplinary measure.

12.05 Major Discipline - Preliminary Meeting

Before suspending an Employee without pay or discharging an Employee, the Employer will convene a preliminary meeting with a duly authorized representative of the Union from outside of the bargaining unit, as designated by the Union, to provide a forum for a review of the matter. For this purpose, the Parties specifically agree to provide each other with disclosure of all relevant evidence within their knowledge or possession. This meeting must be convened within five (5) calendar days of the request by the Employer, otherwise the Employer shall have the right to proceed with the suspension without pay or the discharge, as the case may be. This five (5) calendar days limit may, on a case by case basis, be extended by mutual agreement between the Employer and the Union.

12.06 Union Representation In Relation To Discipline

When discipline up to and including discharge is imposed by the Employer, the Employee concerned shall have the right, upon request of the Employee, to Union representation. It shall not be the responsibility of the Employer to ensure that the Employee is aware of this right. Furthermore, Union representation, if requested by the Employee, must be available within not more than twenty-four (24) hours from the time the option is exercised by the Employee; otherwise, the Employer shall have the right to impose the discipline in the absence of Union representation. This twenty-four (24) hours time limit may, on a case by case basis, be extended by mutual agreement between the Employer and the Union.

12.07 Termination Of An Employee On Probation

The test of cause for termination of an Employee on probation shall be a test of the Employee's suitability for continued employment in the position in which he or she is employed, as determined subject to the sole discretion of the Employer.

ARTICLE 13 TERMINATION OF EMPLOYMENT

13.01 Termination Of Employment

- (a) Where the employment of an Employee is terminated, other than for just and reasonable cause, such Employee shall be provided notice, in accordance with the provisions of the Employment Standards Act of the Province of British Columbia. Where an Employee accepts such payment it shall constitute termination of employment.
- (b) An Employee who retires at normal retirement age (age sixty-five (65) or later), shall be entitled to receive one (1) days pay, based on the Employee's average daily earnings in the preceding twelve (12) month period, for each year of continuous employment with the Employer.

ARTICLE 14 SAFETY

14.01 Promotion Of Safety

The Employer and the Union agree to promote Safety in the Employer's operations and to ensure that all Employee's comply with Safety Rules and Regulations introduced by the Employer for the protection of the Employees and the Employer's property.

14.02 Safety Equipment

Where the Employer is required, in accordance with the Workers' Compensation Board Regulations, to provide safety equipment, Employees shall use such equipment as directed by the Employer.

ARTICLE 15 BENEFIT PROGRAMS

15.01 Entitlement

All Employees, except Students and Casual Employees, who have completed their probationary period, and work an average of twenty (20) hours per week, shall be eligible for the Benefit Programs, as set out in the Employee Benefits Plan handbook, effective the first day of the month following completion of the probation period, subject to completing the necessary applications for enrolment and meeting the eligibility requirements of the Insurance Carrier.

15.02 Contributions/Deductions

The Employer shall contribute seventy percent (70%) of the cost to provide the above benefits with the balance paid by the Employee. Deductions for such coverage shall be made from the Employee's wages on a semi-monthly basis.

15.03 Sick Leave Allowance

- (a) A Regular Employee who has worked for the Employer for at least two (2) consecutive years shall commence to accumulate sick leave at the rate of one (1) day per month to a maximum of six (6) days per calendar year.
- (b) Sick leave shall be paid for any certified illness or a non-occupational injury causing absence in excess of three (3) consecutive working days of absence. An Employee requesting such sick leave must provide the Employer with a medical certificate from a qualified medical doctor certifying the absence. The cost for obtaining this medical certificate shall be borne by the Employee. The Employer specifically reserves the right to challenge the validity of any sick leave or related medical certificate.
- (c) It is understood and agreed that unused sick leave shall not be paid out nor shall it be cumulative from calendar year to calendar year.
- (d) The provisions of this section shall not apply to Students or Casual Employees.

ARTICLE 16 LEAVES OF ABSENCE

16.01 Personal Leave

- (a) A leave of absence for personal reasons may be granted an Employee with two (2) or more years of service without pay for a period not exceeding one (1) calendar month. An Employee applying for such leave shall apply in writing, whenever possible, at least a month prior to the date leave is requested to commence.

- (b) In granting a leave of absence the Employer shall give due consideration to such items as the reason for the request, expected operational requirements and conditions at the time of such leave, including the Employee's seniority and the number of other Employees absent at the time.
- (c) When a Leave Of Absence is granted, the Company shall post a copy of the approved leave in the area of the time clock.

16.02 Sickness, Accident And W.C.B.

In the case of being off for sickness or accident, when the Employee is declared physically able to resume their occupation by either a physician or the Workers' Compensation Board, the Employee shall be reinstated to the position held at the commencement of the absence.

16.03 Witness Or Jury Duty

An Employee, who worked an average of twenty (20) hours per week, in the previous three (3) month period, and is required for Jury Duty, or as a witness (except in the Employee's own defense) the Employer will pay the Employee an amount required to make up the difference between the normal earnings the Employee would have received and any amount which the Employee receives from the court for such service.

16.04 Bereavement Leave

An Employee, who worked an average of twenty (20) hours per week, in the previous three (3) month period, shall be entitled to a maximum of three (3) consecutive days off without loss of pay to attend the funeral of a member of the Employee's immediate family. Immediate family for the purposes of this provision shall be defined as parents, children, sister, brother, spouse, mother-in-law, or father-in-law and grandparents.

16.05 Leave For Union Business

- (a) The Employer shall grant a leave of absence without pay to one (1) Employee who is selected to Union Office for a period up to and including four (4) years. Further leave of absence may be granted by mutual consent. The Employee who obtains such leave of absence shall return to work within thirty (30) calendar days after the completion of the term of employment with the Union.
- (b) The Employer will grant leave of absence without pay to not more than one (1) Employee at any one time who is selected as a representative to attend Union Conventions or seminars.
- (c) The Union shall provide the Employer with a minimum of one (1) calendar months notice for a leave of absence as set out in subsection (a) above, and five (5) working days notice for a leave of absence as set out in subsection (b) above.
- (d) The Employer shall grant, provided reasonable notice is given, a leave of absence without pay to an Employee who is selected as a member of the negotiating committee.

ARTICLE 17 CLOTHING ALLOWANCE

17.01 Allowance

The Employer may require an Employee to wear a specific mode of attire where required to serve the public. In such cases, provided the Employee works a minimum of twenty (20) hours per month, the Employer shall pay the Employee a cleaning allowance of ten dollars (\$10.00) per month.

17.02 Unconventional Dress

It is understood and agreed that the Employer will not require an Employee to wear an unconventional mode of dress that would cause embarrassment to the Employee.

ARTICLE 18 TERM OF AGREEMENT

18.01 Term

- (a) This Agreement shall be for the period from and including January 1, 2004 to and including December 31, 2007. 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.
- (a) During the period when negotiations are being concluded between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until the earliest of the following occurrences:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout; or
 - (iii) the parties enter into a new or continued agreement.

18.02 Notice To Terminate Or Bargain

- (a) Where a Party to this Agreement has given notice to commence Collective Bargaining, the Parties shall, within ten (10) days after the notice was given, or at such time as may be mutually agreed, commence Collective Bargaining.
- (b) It is understood and agreed that all provisions of this Agreement shall remain in full force and effect during the Collective Bargaining Process.

18.03 Limitations

The Parties hereto agree that the operation of subsections 50 (2) and 50 (3) of the Labour Relations Code of British Columbia are hereby excluded.

IN WITNESS WHEREOF the Parties hereto have affixed their signatures hereto this ____ day of _____, 2004.

On behalf of :

**MEADOW GARDENS GOLF COURSE (1979)
LTD.**

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

Frank Asin
General Manager

Bill Pearson
President/Administrator

John Faris
Food & Beverage Manager

Sheryl Bouwman
Union Bargaining Committee Representative

Don Percifield
Consultant - Power Labour Relations

Vicki Dyer
Union Bargaining Committee Representative

APPENDIX "A"

WAGE CLASSIFICATIONS AND RATES OF PAY

CLASSIFICATION			Effective July 1, 2003	Effective Jan. 1, 2007
1.	Cooks	1	\$14.23	\$14.51
		2	\$12.64	\$12.89
		3 (Apprentice Cook)	\$10.79	\$11.00
2.	Janitor - Lead Hand		\$13.17	\$13.43
3.	Head Bartender		\$13.17	\$13.43
4.	Janitor/Housekeeper		\$12.11	\$12.35
5.	Bartender		\$11.05	\$11.27
6.	Head Server		\$10.52	\$10.73
7.	Server	Bar & Grill	\$9.46	\$9.65
		Gazebo/Beverage Cart	\$9.46	\$9.65
		Banquet	\$8.93	\$9.10
8.	Dishwasher		\$9.80	\$10.00

NOTE: (a) The entry level rate for Cooks shall depend on their experience. Apprentice Cooks shall be paid in accordance with the present Apprenticeship Program.

(b) The Head Bartender classification shall be paid as follows:

First six (6) calendar months	-	95% of rate
Thereafter	-	100% of rate

Seniority Bonus*

Effective date of ratification:

350 shifts worked	-	10 cents per hour
850 shifts worked	-	15 cents per hour
1600 shifts worked	-	20 cents per hour
2200 shifts worked	-	20 cents per hour

NOTE: *"Shifts" include days worked of less than eight (8) hours.

LETTER OF UNDERSTANDING NO. 1

BETWEEN

**Meadow Gardens Golf Course
(the "Employer")**

AND

**Hotel, Restaurant & Culinary Employees & Bartenders Union,
Local 40
(the "Union")**

RE: KITCHEN DEPARTMENT - HOURS OF WORK

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union (the "Parties") do hereby expressly and mutually agree as follows:

- (1) The Parties agree that Clause 7.01 of the Collective Agreement, as it applies to the Kitchen Department (Cooks and Dishwashers only), shall be amended as necessary to reflect the following:

"The normal hours of work per week shall be comprised of five (5) days work in any seven (7) consecutive calendar days."
- (2) The provisions of this letter shall remain in effect until such time as either Party advises the other Party, in writing, of their intent to request to discontinue or modify the conditions referred to herein. The Party requesting the change shall provide the other Party with reasonable notice of their intent to request cancellation or modification of this letter.
- (3) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply, subject to the provisions of Paragraph (2) above.

Signed at _____, B.C. this ____ day of _____, 20__

Frank Asin
General Manager
FOR THE EMPLOYER

Bill Pearson
President/Administrator
FOR THE UNION

LETTER OF UNDERSTANDING NO. 2

BETWEEN

**Meadow Gardens Golf Course
(the "Employer")**

AND

**Hotel, Restaurant & Culinary Employees & Bartenders Union,
Local 40
(the "Union")**

RE: POINT-OF-SALE COMPUTER TRAINING

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union (the "Parties") do hereby expressly and mutually agree as follows:

- (1) The Employer specifically agrees that in future no Employee in the bargaining unit shall be declared an unsuccessful candidate with respect to any job posting under Article 6 of the Collective Agreement solely for the reason that he or she lacks "point-of-sale" computer qualifications, if such qualifications are applicable to the available job. Instead, the Employer shall provide the Employee with the necessary training, providing he or she is the senior candidate who meets all of the other qualifications of the available job.
- (2) The Employer further undertakes to make available, as time and resources reasonably allow, "point-of-sale" computer training to those Employees in the bargaining unit who express an interest in such learning. However, it is understood and agreed that no such training shall give rise to any overtime payments by the Employer.
- (3) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (4) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 20__

Frank Asin
General Manager
FOR THE EMPLOYER

Bill Pearson
President/ Administrator
FOR THE UNION

LETTER OF UNDERSTANDING NO. 3

BETWEEN

**Meadow Gardens Golf Course
(the "Employer")**

AND

**Hotel, Restaurant & Culinary Employees & Bartenders Union,
Local 40
(the "Union")**

RE: SCHEDULING, AVAILABILITY AND JOB CLASSIFICATION PREFERENCE

Whereas the Employer has endured many scheduling problems over the term of the last collective agreement, the Parties have agreed to implement a shift scheduling system that takes into account Employees' availability, work preferences and desire to maximize shifts and the operational needs of the Employer.

This understanding is not intended to erode the rights set out in Article 7 of the Collective Agreement but rather to provide an improved shift scheduling system for all concerned.

(1) Availability Declaration Forms

- (a) The Employer will provide an "Availability Declaration" form four (4) times in each calendar year to determine each Employee's availability and work preference(s).
- (b) The information that each Employee must include in their "Availability Declaration" form is as follows:
 - (i) all of the calendar dates the Employee will be available to work during the next applicable three (3) month time period; and
 - (ii) the time period(s) on each of these calendar dates within which the Employee will be available to work.
 - (iii) Employees must declare themselves available to work on at least two (2) calendar days in each calendar month in each applicable three (3) month declaration period and for a minimum of four (4) hours on each of these days. Accordingly, the minimum declared availability for each Employee during each applicable three (3) month declaration period must be at least twenty-four (24) hours. The consequence for failure to meet these minimum availability requirements is set out in Paragraph 6(a) below.
- (c) Employees will be required to submit their "Availability Declaration" form by not later than two (2) weeks prior to the first day of each applicable declaration period. The applicable declaration periods are as follows:
 - (i) January 1 to and including March 31;

- (ii) April 1 to and including June 30;
 - (iii) July 1 to and including September 30;
 - (iv) October 1 to and including December 31.
- (d) Employees are required to work all shifts scheduled within their availability as indicated by their "Availability Declaration" forms unless the absence is covered by at least one (1) of the following provisions of the Collective Agreement:
- (i) Clause 7.08 (Shift Exchanges And Shift Assumptions);
 - (ii) Article 9 (Annual Vacations);
 - (iii) Clause 15.03 (Sick Leave); or
 - (iv) Article 16 (Leaves Of Absence).

The consequence for failure to comply with these work requirements is set out in Paragraph 6(b) below.

- (e) Should an Employee require a change to their availability they must make written application to the Employer for approval. Such approval will not be unreasonably withheld. Employees who attend school who require a change to their availability due to a school scheduling change may do so by submitting a new "Availability Declaration" form along with the school schedule.

(2) Job Classification Preference Information

- (a) The job classification preference information each Employee must provide the Employer on their "Availability Declaration" form by each required deadline shall include:
- (b) A list of the job classification(s), in descending order of preference, in which the Employee wants to be scheduled to work during the next applicable three (3) month time period, if work is available.
- (c) For these purposes, the following job classifications are recognized:
- Head Bartender;
 - Bartender;
 - Banquet Server;
 - Bar & Grill Server;
 - Gazebo/Beverage Cart;
 - Dishwasher;
 - Janitor - Lead Hand;
 - Janitor/Housekeeper;
 - Cook 1;
 - Cook 2; and
 - Cook 3 (Apprentice Cook).

- (d) An Employee shall only have the right to change his or her job classification work preference list when a new "Availability Declaration" form is issued by the Employer either at the time of the next quarterly availability declaration period or, at the discretion of the Employer, in response to operational changes involving shutdown of a service area.

(3) Process For Scheduling Work

- (a) Work will be scheduled by the Employer within each of the recognized job classifications based on classification seniority, from highest to lowest, within the given job classification, amongst those Employees who have indicated on their "Availability Declaration" form a desire to work within the given job classification and whose stated availability matches the available hours of work.
- (b) Maximum possible hours of work will also be allocated on the same basis, taking into account the job classification preference list provided by each Employee on their "Availability Declaration" form. The longest shifts, based on the anticipated length of each shift at the time of allocation, regardless of start times, will also be allocated on the same basis. The Employer shall not be obliged to incur any extra cost due to overtime or any other premium or penalty pay to achieve such maximization. The Employer specifically reserves the right to determine subject to its sole discretion whether to allocate work on a "split shift" basis or as two (2) or more separate shifts on any calendar day. Nothing contained in this Paragraph (3) is to be construed as a guarantee of employment.
- (c) After the above process is exhausted, if there is remaining work to be scheduled within one (1) or more of the recognized job classifications, the Employer shall have the right, at its discretion, to allocate such work to Employees who are on probation pursuant to Clause 5.03 or to Employees determined by the Employer as qualified to work within the given job classification, providing these Employees have indicated on their "Availability Declaration" form a desire to work within the given job classification and their stated availability matches the available hours of work.

(4) Notification Of New Or Changed Work Schedule

- (a) No new or changed work schedule shall be implemented by the Employer without at least forty-eight (48) hours prior notification to affected Employees, except under emergency circumstances that are beyond the control of the Employer. In such an emergency, the Employer may give less than forty-eight (48) hours but not less than twenty-four (24) hours prior notice when changing work schedules. However, an affected Employee shall have the right to accept voluntarily a change of work schedule involving less than the applicable minimum prior notification.
- (b) No Employee shall be subject to any discipline for refusing to accept a new or changed work schedule with less than the applicable minimum prior notification.
- (c) No Employee shall be deemed to be "unavailable" for the purposes of administering their "Availability Declaration" for refusing to accept a new or changed work schedule with less than the applicable minimum prior notification.

(5) The "Short Call" List

- (a) Employees willing to do work or additional work on an "on call" basis will place their names on the "Short Call" list which will be updated by the Employer at two (2) week intervals. Employees thus placed on the "Short Call" list agree that the Employer may call them to work on short notice.
- (b) When work is allocated by the Employer to Employees on the "Short Call" list it shall be done on the basis of seniority first within the classification and then within the department providing the Employee in each case is qualified to perform the available work.
- (c) Employees can place their names on the "Short Call" list to secure overtime pay; however, under no circumstances will the Employer be obliged to allocate work through the "Short Call" list that would incur the extra expense of overtime.

(6) Consequence Of Lack Of Availability

- (a) An Employee who fails to meet the minimum declared availability required by Paragraph 1(b)(iii) above for any one (1) calendar month, without a justifiable reason, shall be deemed to be discharged for just cause. Justifiable reason, for a given calendar month, shall be limited to vacation, sick leave or any other approved leave of absence that for any of these purposes is longer than fifteen (15) consecutive calendar days. In the case of absence due to illness or injury, an Employee must provide a medical certificate as proof of illness or injury, if requested to do so by the Employer.
- (b) An Employee shall be deemed to have been discharged for just cause if they are unavailable for or decline three (3) scheduled shifts within their declared availability (as indicated on their "Availability Declaration" form), during three (3) consecutive months, without a justifiable reason. Justifiable reason shall include, but not necessarily be limited to, any of the recognized grounds for absence specified in Paragraph 1(d) above. In the case of absence due to illness or injury, an Employee must provide a medical certificate as proof of illness or injury, if requested to do so by the Employer.
- (c) The provisions of Paragraph 6(b) above shall not apply with respect to administration of the "Short Call" list.

(7) Consequence Of Not Working

- (a) An Employee who does not work in a job classification for a period of eight (8) months shall lose their seniority in that classification, but shall retain employment if they retain classification seniority in any other job classification.
- (b) An Employee who does not work in any job classification for a period of eight (8) months shall lose all seniority and shall be deemed to be terminated from employment.
- (c) The provisions of Paragraphs 7(a) and 7(b) above shall not apply with respect to any leave of absence approved by the Employer or arising out of the Collective Agreement that is eight (8) months or longer in duration.

(8) Joint Liaison Committee

The Employer and the Union agree that any problems related to scheduling of work under this Letter Of Understanding shall be addressed at a joint liaison meeting. Should a grievance arise concerning this Letter Of Understanding, the matter will be held in abeyance until such time as the Parties have had an opportunity to meet to fully discuss the dispute.

(9) Changing This Letter Of Understanding

This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

(10) Incorporating This Letter Of Understanding Into The Collective Agreement

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 20__

Frank Asin
General Manager
FOR THE EMPLOYER

Bill Pearson
President/ Administrator
FOR THE UNION

LETTER OF UNDERSTANDING NO. 4

BETWEEN

**Meadow Gardens Golf Course
(the "Employer")**

AND

**Hotel, Restaurant & Culinary Employees & Bartenders Union,
Local 40
(the "Union")**

RE: ALLOCATION OF WORK - HEAD SERVER

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union (the "Parties") do hereby expressly and mutually agree as follows:

- (1) It is mutually agreed that the Employer has the right to allocate work within the job classification of Head Server solely on an "as and when required" basis as determined by the Employer.
- (2) The Employer specifically reserves the right to designate a Head Server, or not, on a per function basis, and classification seniority in the Banquet Server classification shall not be a factor. An Employee requested by the Employer to act in the capacity of Head Server shall have the right to decline the assignment without being subject as a result to any discipline, penalty or prejudice. However, such refusal shall not oblige the Employer to continue efforts thereafter to secure a Head Server for the given function.
- (3) The Parties further agree that Employees acting in the capacity of Head Server shall have their shift length determined subject to the sole discretion of the Employer, and classification seniority in the Banquet Server classification shall not be a factor.
- (4) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (5) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 20__

Frank Asin
General Manager
FOR THE EMPLOYER

Bill Pearson
President/ Administrator
FOR THE UNION

LETTER OF UNDERSTANDING NO. 5

BETWEEN

**Meadow Gardens Golf Course
(the "Employer")**

AND

**Hotel, Restaurant & Culinary Employees & Bartenders Union,
Local 40
(the "Union")**

RE: HEAD BARTENDER

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union (the "Parties") do hereby expressly and mutually agree as follows:

- (1) It is mutually agreed that in 1995 the Parties in collective bargaining resolved that the then position of Bar Manager would be renamed as Head Bartender and be included in the bargaining unit.
- (2) It was further agreed that the position of Head Bartender would entail providing bar and food service in the Bar and Grill. In addition to regular Bartender duties in the Bar and Grill, the Head Bartender shall be responsible for ordering and maintaining Bar supplies and records for the entire operation.
- (3) It was also agreed that the Employer may request the incumbent to perform non-bargaining unit work related to the "Squirrel System" and that such work would not fall within the terms and conditions of the Collective Agreement or be calculated in determining classification or departmental seniority for positions within the bargaining unit.
- (4) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (5) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 20__

Frank Asin
General Manager
FOR THE EMPLOYER

Bill Pearson
President/ Administrator
FOR THE UNION

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