

COLLECTIVE AGREEMENT

Between

HOSPITALITY INDUSTRIAL RELATIONS

on behalf of

Anchor Inn and the Hospitality Inn

(hereinafter referred to as 'Employer')

and

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
(CAW-CANADA), LOCAL 114**

(hereinafter referred to as 'Union')

June 1, 2006 to May 31, 2009

TABLE OF CONTENTS

ARTICLE 1	INTRODUCTION	1
1.01	PURPOSE	1
ARTICLE 2	DURATION AND INTEGRITY OF AGREEMENT	1
2.01	DURATION	1
2.02	LABOUR RELATIONS CODE – SECTION 50(2) AND (3) EXCLUDED	2
2.03	STRIKES AND LOCKOUTS	2
2.04	CONTRACTED SERVICES	2
2.05	EXTENT	2
ARTICLE 3	UNION RECOGNITION	3
3.01	RECOGNITION OF EXCLUSIVE BARGAINING AGENT	3
3.02	REFUSAL TO WORK WITH NON-UNION EMPLOYEES AND RECOGNITION OF LEGAL PICKET LINES	3
3.03	PERFORMANCE OF BARGAINING UNIT WORK	4
3.04	NO DISCRIMINATION	4
3.05	UNION BUTTONS	4
3.06	FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS	4
3.07	UNION HOUSE OR UNION BAR	4
3.08	UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS	4
3.09	HARASSMENT AND DISCRIMINATION	5
3.10	NATURE OF COMMUNICATIONS	6
3.11	UNION BULLETIN BOARDS	6
3.12	PRINTING OF COLLECTIVE AGREEMENTS	6
ARTICLE 4	UNION SECURITY	6
4.01	MEMBERSHIP	6
4.02	NEW EMPLOYEES	7
4.03	CHECK-OFF ASSIGNMENT OF WAGES	7
4.04	CHECK-OFF PROCESS AND PROCEDURES	7
4.05	AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING	8
4.06	PARTNERS AND SHAREHOLDERS	9
ARTICLE 5	UNION STEWARDS	9
5.01	SHOP STEWARDS	9
ARTICLE 6	MANAGEMENT RIGHTS	10
6.01	MANAGEMENT RIGHTS	10
ARTICLE 7	PROBATIONARY PERIOD	10
7.01	PROBATIONARY PERIOD	10
ARTICLE 8	EMPLOYEE TRAINING PROGRAMS	10
8.01	EMPLOYEE TRAINING PROGRAMS	10
ARTICLE 9	HOURS OF WORK	11

9.01	NORMAL STRAIGHT TIME HOURS OF WORK	11
9.02	SPLIT SHIFTS	11
9.03	SHIFT HOURS	11
9.04	MAXIMIZING THE LENGTH OF SHIFTS	12
9.05	ASSIGNMENT OF SHIFTS BY SENIORITY	12
9.06	DAYS OFF	13
9.07	TIME WORKED ON SIXTH AND SEVENTH DAYS	13
9.08	PAYMENT FOR TIME IN LIEU OF BREAKS	13
9.09	UNPAID MEAL BREAKS	13
9.10	REST PERIODS	14
9.11	EMPLOYEES' RESPONSIBILITY: WORK START TIME	14
9.12	WORK SCHEDULES	14
9.13	CHANGES IN WORK SCHEDULES	15
9.14	EXCHANGE OF SHIFTS	15
ARTICLE 10	SENIORITY	17
10.01	SENIORITY ENTITLEMENT DEFINED	17
10.02	SENIORITY LISTS	17
10.03	SENIORITY LOST	17
ARTICLE 11	JOB POSTINGS, TRANSFERS, LAYOFF AND RECALL	18
11.01	JOB POSTINGS	18
11.02	TRANSFERS	19
11.03	CROSS TRAINING AND SPARES	19
11.04	TRIAL PERIOD	19
11.05	LAYOFF AND RECALL PROCEDURE	20
11.06	LAYOFF AND RECALL BETWEEN DEPARTMENTS	21
ARTICLE 12	ADMINISTRATION	22
12.01	WAGE RATES	22
12.02	COMBINED CLASSIFICATIONS	22
12.03	NEW CLASSIFICATIONS	22
12.04	PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION	23
12.05	ENTRY LEVEL WAGE RATES	23
12.06	ELECTION DAYS	23
12.07	ROOM ATTENDANT WORKLOAD AND DUTIES	23
ARTICLE 13	STATUTORY HOLIDAYS	24
13.01	STATUTORY HOLIDAYS	24
13.02	STATUTORY HOLIDAY FALLING ON A DAY OFF	24
13.03	PAYMENT FOR STATUTORY HOLIDAY	24
13.04	ELIGIBILITY FOR STATUTORY HOLIDAY PAY	25
13.05	LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT	25
13.06	STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION	25
ARTICLE 14	ANNUAL VACATION	26
14.01	ANNUAL VACATION PAY: EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE	26
14.02	ANNUAL VACATIONS AND PAY ENTITLEMENTS	26
14.03	VACATION SCHEDULING PREFERENCE BY SENIORITY	27
14.04	VACATIONS TO BE TAKEN DURING THE YEAR	27
14.05	CREDITS ON TRANSFER WITH SAME EMPLOYER	27
ARTICLE 15	HEALTH AND WELFARE AND MONTHLY ASSESSMENT ACCOUNT	28
15.01	CONTRIBUTION	28
15.02	PAYMENT OF CONTRIBUTIONS	28
15.03	EMPLOYER STATEMENT	28

15.04	FAILURE TO REMIT	28
15.05	INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS	28
ARTICLE 16	LEAVES OF ABSENCE	29
16.01	LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE	29
16.02	LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS	29
16.03	COURT ATTENDANCE	29
16.04	BEREAVEMENT LEAVE	29
16.05	JURY AND WITNESS DUTY	30
16.06	GENERAL LIMITATION ON LEAVES OF ABSENCE	30
16.07	MATERNITY AND PARENTAL LEAVE	30
16.08	COMPASSIONATE CARE LEAVE	30
ARTICLE 17	MISCELLANEOUS EMPLOYEE ENTITLEMENTS	30
17.01	PROTECTED WORKING CONDITIONS	30
17.02	CAFETERIA, KITCHEN AND DINING LOUNGE MEAL ENTITLEMENT	31
17.03	EMPLOYEE ATTENDANCE AT STAFF MEETINGS	31
17.04	EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY	31
17.05	NO INDIVIDUAL CONTRACTS OR AGREEMENTS	32
17.06	PERSONAL EFFECTS	32
17.07	COMPENSATION TO EMPLOYEES RE ENFORCEMENT OF HOUSE RULES FOR PATRONS	32
17.08	SERVER TRAY SIZE AND GLASS LIMIT	33
17.09	SEVERANCE ALLOWANCE	33
17.10	CASHOUT IN THE EVENT OF SALE OR TRANSFER	33
17.11	LIMITATION ON EMPLOYEE ENTITLEMENTS	34
ARTICLE 18	EMPLOYEE CONDUCT AND DRESS	34
18.01	HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES	34
18.02	CONTROL OF ABSENTEEISM	34
18.03	AUTHORITY RE CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS	35
18.04	PROPER DRESS	35
18.05	UNCONVENTIONAL MODE OF DRESS	35
18.06	SPECIAL UNIFORMS	35
ARTICLE 19	LIQUOR CONTROL AND REGULATION	35
19.01	NEW EMPLOYEES: INSTRUCTION RE LIQUOR CONTROL LEGISLATION AND REGULATIONS	35
19.02	EMPLOYEE SERVING LIQUOR	36
19.03	HOURS OF SERVICE	36
19.04	IMPLEMENTATION OF CHANGES IN REGULATIONS	36
ARTICLE 20	DISCIPLINE AND DISCHARGE OF EMPLOYEES	36
20.01	DISCIPLINE AND DISCHARGE OF EMPLOYEES	36
ARTICLE 21	GRIEVANCE PROCEDURE	37
21.01	DEFINITION AND RECOGNITION OF A GRIEVANCE	37
21.02	GRIEVANCE PROCEDURE	37
21.03	SINGLE ARBITRATOR	38
21.04	POLICY GRIEVANCE	38
21.05	ARBITRATION HEARING	38
21.06	AUTHORITY OF THE ARBITRATOR	39
21.07	TIME LIMITS	39
21.08	PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES	39
21.09	DISCIPLINARY NOTATIONS	39
ARTICLE 22	DEFINITIONS	39
22.01	OBJECTIVE INTERPRETATION	39

22.02	TIME SPAN REFERENCE	39
22.03	SPECIFIC DEFINITIONS	40
22.04	BANK ROLLING	40
ARTICLE 23	HEALTH AND SAFETY	40
23.01	HEALTH AND SAFETY	40
23.02	VIOLENCE IN THE WORKPLACE	42
23.03	SAFETY TRAINING	43
23.04	INSPECTION REPORTS	43
LETTER OF UNDERSTANDING #1		44
FAST TRACK MED/ARB PROCESS		44
LETTER OF UNDERSTANDING #2		47
ARBITRATION COSTS – HEALTH AND WELFARE PREMIUMS		47
LETTER OF UNDERSTANDING #3		48
OPTIONAL HOURS OF WORK		48
LETTER OF UNDERSTANDING #4		49
CAW LEADERSHIP TRAINING FUND		49
LETTER OF UNDERSTANDING #5		50
COLLECTION, DISBURSEMENT AND DISTRIBUTION OF SERVICE CHARGES/GRATUITIES		50
LETTER OF UNDERSTANDING #6		52
SCHEDULING – HOUSEKEEPING DEPARTMENT		52
LETTER OF UNDERSTANDING #7		54
GAYLENE RUEL (HOSPITALITY INN)		54
LETTER OF UNDERSTANDING #8		56
BEV CARLISLE - SENIOR ROOM ATTENDANT (HOSPITALITY INN)		56
LETTER OF UNDERSTANDING #9		57
DISHWASHING SCHEDULING (ANCHOR INN)		57
LETTER OF UNDERSTANDING #10		58
CURRENT PRACTISE REGARDING PAYMENT FOR BREAKS (ANCHOR INN)		58
LETTER OF UNDERSTANDING #11		59
HOURS OF WORK		59
WAGE RATES		60

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 21 of this Agreement, to prevent strikes, lockouts, slowdowns or other interference with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

ARTICLE 2 DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period from and including **June 1, 2006 to and including May 31, 2009**. 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 British Columbia Labour Relations Code.
- (b) **All provisions of the collective agreement are effective on the date of ratification unless otherwise specified in the collective agreement or the Memorandum of Settlement.**
- (c) 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.
- (d) During the continuation period provided in (c) 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.

2.02 LABOUR RELATIONS CODE – SECTION 50(2) AND (3) EXCLUDED

The operation of Sections 50(2) and (3) of the Labour Relations Code of British Columbia are 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 this Agreement there will be no lockout.

2.04 CONTRACTED SERVICES

- (a) The Employer agrees that all work coming under the jurisdiction of this Union, in the certified area, performed by anyone, on behalf of, or at the instance of the Employer, directly or indirectly under contract or sub-contract, shall be performed by employees who are members of this Union or who shall become members in accordance with the terms and conditions as set out in this Agreement. Any such third party performing the work shall be bound by all the terms and conditions set out in this Collective Agreement as if it were signatory to this Collective Agreement.
- (b) Notwithstanding (a) above, it is recognized and agreed that the areas of Night Janitor, Laundry, Parking and Security may be contracted to outside persons who shall be considered outside the scope of this Collective Agreement. It is further agreed that all current contracts may continue for the life of this Agreement.
- (c) Persons performing work in the above-named categories as at January 11, 1987 shall not suffer a loss of employment solely because of contracting out of the named services.

2.05 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.

- (c) Where issues are not resolved through statute authority or, issues not resolved between the parties shall be determined through the arbitration provisions in this Agreement.

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 B.C., subject to the exclusions subsequently ordered by the Labour Relations Board
- (b) For purposes 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.
- (c) Once per year, or upon additional request by the Union, upon the posting of the Seniority List, the Employer shall supply the Local Union with a complete and current list of all employees, including their names, addresses and telephone numbers. Additional requests for lists will not be unreasonably made or denied.

3.02 REFUSAL TO WORK WITH NON-UNION EMPLOYEES AND RECOGNITION OF LEGAL PICKET LINES

- (a) Refusal on the part of Union members to work with non-union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union office.
- (b) In exercising the right expressed in (a) above, it is recognized and agreed that the establishment of picket lines is expressly prohibited.
- (c) 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(1) and (2) of the Labour Relations Code of British Columbia.
- (d) 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.

- (e) The Employer has no obligation to re-assign 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 whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purposes of instruction, experimentation, or management training, in which case, trainees shall not displace or replace any employee in the aforesaid classifications except in cases of emergency when regular employees are not available.

3.04 NO DISCRIMINATION

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

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 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS

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

3.07 UNION HOUSE OR UNION BAR

The Employer agrees to sign the Union House or Bar Card Contract and upon signing, the Employer shall receive the appropriate card and display same.

3.08 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/she is an authorized representative of the Union.
- (b) As a courtesy, the Union Representative will make an effort to notify the Employer in advance of a visit to the work site.
- (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.

3.09 HARASSMENT AND DISCRIMINATION

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

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

"Discrimination" means any conduct which is prohibited under the B.C. Human Rights Act and Regulation and amendments made thereto, and shall include discrimination on the basis of any employee's age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, nor by reason of Union membership participation in its activities.

- (c) **Grievances involving harassment and discrimination may be filed directly at Step two of the grievance procedure.**
- (d) If an employee files a grievance pursuant to Article 21, the Employer shall carry out forthwith, an independent investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the Union immediately in writing when the grievance is filed that such an investigation is being undertaken.
- (e) Any information arising from an investigation undertaken pursuant to Article 3.09(d) shall remain confidential but shall be provided to the Union.
- (f) The complainant will not be negatively affected by filing the complaint.
- (g) The Employer shall post conspicuously in the workplace, a policy regarding Harassment and Discrimination which is approved by the Union and Hospitality Industrial Relations.

3.10 NATURE OF COMMUNICATIONS

Every employee, union or management representative is entitled to fair treatment in the workplace and shall not discriminate against any person as per the British Columbia Human Rights Act.

Furthermore, parties to this Agreement and those governed by said Agreement shall ensure that all members of Hotels in this Agreement are treated equally with integrity, trust and respect. The Company and the Union shall endeavour, at all times, to promote a work environment which is supportive of the productivity, personal goals and self-esteem of every employee. To this end, both parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.

3.11 UNION BULLETIN BOARDS

- (a) The Employer shall provide, in its main building and in its Beer and Wine Store, an area in each, specifically and exclusively reserved for a Union Bulletin Board, the use of which is limited to affairs of the Union.
- (b) The exact location of each Board will be decided by mutual agreement between the parties.

3.12 PRINTING OF COLLECTIVE AGREEMENTS

Each hotel will contribute one hundred dollars (\$100.00) toward the printing of the collective agreement booklets.

ARTICLE 4 UNION SECURITY

4.01 MEMBERSHIP

- (a) All employees who are now members of the Union or who may become members, shall remain members in good standing a condition of employment.
- (b) All new employees shall be required to become members of the Union within thirty (30) days after the date of initial employment. The Union is entitled to determine the eligibility of newly hired employees for admission into Membership in the Union, according to the Union's constitution, provided that the eligibility criteria and the manner of their administration are lawful in this Province.
- (c) For purposes of Article 4.01(a) above, the term, "good standing" is defined to refer only and be limited to the payment of Union Membership Dues and Initiation fees

- (d) New employees will be referred to the Shop Steward upon starting employment.

4.02 NEW EMPLOYEES

- (a) The Employer agrees that it will advise each newly hired employee of the Union Security and Check-Off provisions provided in this Collective Agreement. **The Employer will ensure that each new employee completes the Union membership application card and Dues Check-Off as part of the hiring process. The Employer will remit the Union membership application to the Local Union with the next monthly dues remittance. The Employer shall retain the signed authorization for dues check off in the employee file. The Union shall provide sufficient applications cards to the Employer upon request.**
- (b) The Employer agrees that it shall provide the name, classification and first schedule of a new hire to the Shop Steward.

4.03 CHECK-OFF ASSIGNMENT OF WAGES

- (a) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary Assignment of Wage forms. Such forms must specifically authorize the deduction of initial fees, union dues, fines, assessments and arrears, health benefit contributions and pension contributions as required by Article 4.04.

4.04 CHECK-OFF PROCESS AND PROCEDURES

- (a) The Employer agrees to deduct applicable initial fees, union dues, fines, assessments and arrears, health benefit contributions and pension contributions upon receipt of the appropriate Assignment of Wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate Assignment of Wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate Assignment of Wages form.
- (c) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the fifteenth (15th) day of the month in which the monies were deducted.

- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid Assignment of Wages form executed by each employee.
- (f) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.
- (g) The Employer expressly agrees that all monies deducted as required by the Assignment of Wages forms are held in trust to be forwarded to the Union and shall at no time be used for the financing or operations of the Employer's business.

4.05 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 not signed a written Assignment of Wages to pay initiation fees;
- (c) has revoked his/her written Assignment of Wages to pay initiation fees, union dues or union assessments;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (f) has resigned from the Union;

the Employer shall immediately discontinue the employment of such employee.

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

4.06 PARTNERS AND SHAREHOLDERS

- (a) Shareholders and partners in excess of four (4) and managers working in an operation covered by this Agreement shall join the Union and be governed by the terms and conditions as defined in this Agreement.
- (b) Shareholders, partners and/or managers who may be required to join the Union shall not displace or replace a member of this Union.
- (c) Clause 4.06 (a) of this Article shall not apply to shareholders, partners nor managers whose duties are supervisory and/or administrative in nature.
- (d) An owner, shareholder or partner is a person who has purchased at least ten percent (10%) of the total business and continues to be a voting member of the owner group.
- (e) Where there are more than four (4) partners or shareholders, the Union may request that those who will be performing work in accordance with Article 4.06 be identified in writing.
- (f) This shall not preclude changing the aforementioned partners and shareholders and the Union shall be advised of the change in writing.

ARTICLE 5 UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union shall appoint from among the employees, and the Employer shall recognize, a Shop Steward in each of the Employer's operations. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees. It is understood and agreed that in the case of multiple Stewards, a single Steward shall be designated as the primary contact with the Employer.
- (b) The Employer agrees to recognize a duly appointed or elected Shop Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Shop Steward's first obligation is the fulfillment of his/her responsibilities as an employee. During his/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 his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of, or direction of the work force.
- (g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.
- (h) It is understood and agreed that the Employer will recognize an alternate Shop Steward in the absence of the regular Shop Steward. The Union will advise the Employer of the person so designated.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 MANAGEMENT RIGHTS

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

ARTICLE 7 PROBATIONARY PERIOD

7.01 PROBATIONARY PERIOD

The probation period referred to in this Collective Agreement shall be seven hundred (700) hours or of work or one hundred and eighty (180) calendar days from the date of hire, whichever occurs first.

ARTICLE 8 EMPLOYEE TRAINING PROGRAMS

8.01 EMPLOYEE TRAINING PROGRAMS

It is agreed that in the event the Employer institutes a training program, the Employer must first receive permission from the Union in each and every instance. This program shall not exceed thirty (30) days. Failure on the part of

the Employer to receive such permission from the union, there shall be no training program. The established hourly rate for such training program shall be ten percent (10%) less than the established wage rate for each classification contained within this Agreement.

ARTICLE 9 HOURS OF WORK

9.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one (1) day;
 - (ii) not more than five (5) working days in any seven (7) day period;
 - (iii) not more than forty (40) hours in any five (5) working day period.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at double time the hourly rate.

9.02 SPLIT SHIFTS

- (a) Where split shifts are assigned by the Employer, they must conform with the following guidelines:
 - (i) no shift of less than six (6) hours may be split;
 - (ii) no shift may be split more than once;
 - (iii) no part of a split shift shall be less than two (2) hours;
 - (iv) all split shifts must be worked within a twelve (12) hour period.
- (b) A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.
- (c) The premiums shall be as follows:
 - (i) six (6) hours worked for seven (7) hours straight time pay
 - (ii) seven (7) hours worked for eight (8) hours straight time pay
 - (iii) eight (8) hours worked for nine (9) hours straight time pay.

9.03 SHIFT HOURS

All shifts assigned by the Employer must conform with 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 9.05.

- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.
- (d) **The Employer will ensure that each employee has at least eight (8) consecutive hours free from work between each shift worked.**

9.04 MAXIMIZING THE LENGTH OF SHIFTS

- (a) 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.
- (b) When the Employer requires that extra unscheduled hours are to be worked, the extra work will be offered by seniority to the required classification who is working within the department that day, provided such extra work does not result in the senior person working in excess of eight (8) hours.

9.05 ASSIGNMENT OF SHIFTS BY SENIORITY

- (a) Within departments and classifications, the Employer must offer all available shifts to employees according to seniority. If a more senior employee declines a shift in favour of an available shorter shift, then the remaining shifts shall be again offered on a seniority basis.
 - (i) An employee may elect to restrict their availability provided there is a junior qualified employee available to perform the necessary work. The employee cannot choose to work less than three (3) days or twenty (20) hours, whichever is shorter, in a scheduled work week unless the hours are not available.

Employees who have been specifically granted restrictions to accommodate other employment, school, or family care shall continue to have these restrictions honoured unless otherwise mutually agreed.
 - (ii) The Employer does not waive their right to discipline employees who refuse to work shifts to which they have been properly scheduled.
- (b) The Employer must offer and assign all available eight (8) hour shifts to the employees with the most seniority before implementing shifts of a lesser duration.
- (c) If a more senior employee declines in writing the longer shift in favour of an available shorter shift, the longer shift shall again be reassigned on a seniority basis.

- (d) 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.
- (e) The right of the employee shall not extend to the creation of six (6) or seven (7) consecutive days of employment or overtime.
- (f) In the exercise of its rights to schedule shifts in a manner which is consistent with the best interests of its operation, the Employer will continue to make every reasonable effort to apply the principles of seniority to the assignment of shifts which are similar in length. Employees shall notify the company in writing of their shift preference no later than 5 p.m. on Monday prior to the posting of the schedule. There shall be no changes to the posted schedule due to employee requests. Employees may switch shifts with prior approval of management. Shifts that need to be covered due to illness injury or family emergencies shall be the responsibility of the Employer.

9.06 DAYS OFF

Days off in each seven (7) consecutive days subject to Article 9.01(a) will be as follows:

- (a) All service employees shall receive two (2) consecutive days off in each seven (7) days; and
- (b) All other employees shall receive two (2) days off in each seven (7) days. Whenever possible, days off will be consecutive.

9.07 TIME WORKED ON SIXTH AND SEVENTH DAYS

Double time shall be paid for all work performed on an employee's sixth (6th) and seventh (7th) day of employment in a scheduled work week.

9.08 PAYMENT FOR TIME IN LIEU OF BREAKS

Employees who are unable to be assigned meal breaks or rest periods, shall be paid a premium equivalent to one-half (1/2) hours pay at straight time rates. There shall be no deliberate bankrolling of purported violations of this Clause by any employee.

9.09 UNPAID MEAL BREAKS

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall not be less than one-half (1/2) hour nor more than one (1) hour on the employee's own time.

9.10 REST PERIODS

- (a) All employees are entitled to rest periods in accordance with the following schedule.
 - (i) Four (4) hours – one (1) ten (10) minute rest period.
 - (ii) Five (5) hours – one (1) ten (10) minute rest period.
 - (iii) Six (6) hours – one (1) ten (10) minute rest period.
 - (iv) Seven (7) hours – two (2) ten (10) minute rest periods.
 - (v) Eight (8) hours – two (2) ten (10) minute rest periods.
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.
- (c) Time to commence when the employee arrives at the assigned rest area or a total of fifteen (15) minutes from the employee's work station.

9.11 EMPLOYEES' RESPONSIBILITY: WORK START TIME

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

9.12 WORK SCHEDULES

- (a) A work schedule shall be posted by 5:00 p.m. Thursday prior to the next scheduled week in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
 - Employee's Name
 - 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) An Employer will provide the Shop Chairperson with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.

9.13 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours' notice of any schedules.
- (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 become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (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 time for the first shift of the new schedule. The employer will so advise as early as possible.
- (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) Fifty percent (50%) of scheduled hours' pay unless the employee is unfit to perform his/her duties or he/she has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board; or
 - (ii) Where the employee commences work, four (4) hours work and/or pay unless his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case, Paragraph (i) above applies.
- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 17.04 will receive notice required in Article 9.13 (b) and (c).

9.14 EXCHANGE OF SHIFTS

In the event that two employees mutually agree to exchange a shift, with the prior authorization of the Employer, which would result in either employee working in excess of the normal straight time hours of work set out in Article 9.01, the

parties agree that the employee shall not be entitled to receive any overtime payment for such excess hours of work. In other words, the employees shall receive their regular rate of pay for all hours of work resulting from the exchange of shifts.

9.15 OVERTIME

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

Overtime hours which are immediately adjacent to a current shift will be offered by seniority to employees in the following order:

- 1. Employees currently on shift:**
 - (a) Within the classification, then**
 - (b) Within the department, then**
 - (c) Within the hotel, then**

- 2. Employees off shift:**
 - (a) Within the classification, then**
 - (b) Within the department, then**
 - (c) Within the hotel.**

Overtime hours required for a time period which is not immediately adjacent to a current shift but will occur at a known future date will be offered by seniority to employees in the following order:

- Within the classification - on or off shift.**
- Within the department - on or off shift.**
- Within the hotel - on or off shift.**

The Employer shall not be required to offer the overtime hours to an employee if, as a consequence of working the overtime, the employee is prevented from receiving a period of eight (8) consecutive hours of rest immediately preceding the employee's next shift.

Overtime will only be offered to qualified employees.

ARTICLE 10 SENIORITY

10.01 SENIORITY ENTITLEMENT DEFINED

- (a) Except as otherwise stated in the Collective Agreement, seniority shall be based on an employee's continuous length of service in a classification within a department.
- (b) Annual vacation entitlement is based on the total number of years of service in the Hotel.
- (c) All hours worked by an employee in the hotel shall be recorded and accrued for the purposes of Article 17:09.

10.02 SENIORITY LISTS

- (a) On February 1st of each year, Seniority Lists shall be posted. The period for calculating the hours worked shall be from January 1st to December 31st. Hours worked shall include any hours missed due to W.C.B., illness, maternity or paternity leave, union leave, jury duty, bereavement leave, vacation and statutory holidays. The Seniority List shall contain the following information:
 - (i) Employee's name
 - (ii) Date of Hire
 - (iii) Date of classification seniority
 - (iv) Employee's classification
 - (v) The number of hours accrued.
 - (vi) The dates of frozen seniority in a previous classification (if any).
- (b) The Seniority List shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted Seniority List, particularly the total number of hours worked, must be lodged with the Employer during the thirty (30) 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 given to the Shop Steward and a copy should be sent to the Union Staff Representative.

10.03 SENIORITY LOST

Seniority will be lost when an employee

- (i) receives severance pay in accordance with this Agreement under Article 17.09
- (ii) voluntarily terminates his/her employment
- (iii) is discharged for just and reasonable cause

- (iv) is on lay off for more than nine (9) consecutive months **Should any employee be laid off as a direct result of the temporary closure due to renovations of any part of the Hotel, then the recall period shall be extended until the re-opening of the department or Hotel.**
- (v) an employee is absent without leave for a period of **three (3)** consecutive days without a valid excuse
- (vi) working outside of a classification for which rates are established in this Collective Agreement on a continuous basis in excess of ninety (90) calendar days.

ARTICLE 11 JOB POSTINGS, TRANSFERS, LAYOFF AND RECALL

11.01 JOB POSTINGS

- (a) Except in cases of emergency, all vacancies and new positions within the bargaining unit will be posted on the bulletin board in each department for at least five (5) consecutive work days. The posting will contain information with respect to:

The number of day or night shifts;
The number of hours available.

A copy of all postings will be immediately given to the designated Shop Steward and will be faxed or e-mailed to the Local Representative.

- (b) If more than one (1) employee applies for a posting, the Company shall fill such posting on the basis of the applicant's Hotel seniority provided such senior employee possesses the primary qualifications, efficiency and ability to satisfactorily perform the full measure of the work required.
- (c) Postings which are referred to in this Article shall not apply to the filling of vacancies which are temporary by reason of illness, vacation, or other leaves. A temporary absence shall be considered an absence that is not expected to be more than forty-five (45) days in length. In assigning such temporary hours, the principles of seniority and ability, first within the classification, then within the department, and finally within the Hotel will apply.
- (d) An employee changing classifications through the posting procedure shall continue to accrue seniority in his/her original classification for the sixty (60) day trial period. Thereafter, their seniority in their original classification shall be frozen as of the day they left the classification seniority group and their new classification seniority shall be the first day of work in the new classification. The Union reserves the right to make such appointment the subject of the Grievance Procedure.

- (e) Employees holding frozen seniority are not permitted to exercise such seniority unless they have successfully posted back or bumped back into a previous classification.
- (f) An employee can never exercise seniority in two (2) positions at the same time.

11.02 TRANSFERS

- (a) Transfers offered by the Employer from one department to another will take place only with the consent of the employee. Offers of transfer shall be in seniority order as per Articles 11.01, 11.05 and 11.06.
- (b) Transfers from one department to another as per Articles 11.01, 11.05 and 11.06.

11.03 CROSS TRAINING AND SPARES

- (a) The Employer agrees to provide cross training opportunities to facilitate employees maximizing their hours and for the Employer to have trained employees to fill scheduling needs for illness, vacation, etc.
- (b) When needed, the Employer agrees to post a list identifying the areas of the Hotel where training opportunities exist so that employees may sign to indicate their interest.
- (c) Training opportunities will be offered, in order of seniority, to those people on the list who possess the primary qualifications of the position for which training is being offered.
- (d) **The Employer will post a list of employees who it deems to have been cross trained in other classifications and this will be known as the "spare list". Spare shifts will be offered to employees on this list in hotel seniority order after all shifts have been scheduled as per article 9.05.**

11.04 TRIAL PERIOD

- (a) All successful applicants to a job posting, shall be on a trial period for sixty (60) days. During this period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should he/she decide during the trial period that he/she does not want to continue in the job, then the employee may be returned to his/her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion, to move back into their job

positions and wage rates, which they occupied prior to the promotion. The employee may be returned to his/her former position after a minimum of forty-eight (48) hours' notice.

11.05 LAYOFF AND RECALL PROCEDURE

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off.

1) TEMPORARY OR SEASONAL LAY OFFS

An employee who is laid off because of a temporary or seasonal reduction in hours of work may utilize their departmental seniority to exercise bumping rights in the following order:

- (i) Bumping a less senior employee in the same classification within their department, then;
- (ii) Bumping a less senior employee in a different classification within their department, provided that the employee who is exercising bumping rights has worked in the classification in the same Hotel and is able discharge the full range of duties with an orientation period of no more than two (2) working days.

2) PERMANENT CLOSURE OF A DEPARTMENT

The Employer shall provide two (2) months notice or pay in lieu where the Employer initiates the permanent closure of a department or the Hotel.

- (i) **An employee who is laid off because of a permanent closure or permanent reduction of hours of work in their department may utilize their Hotel seniority to exercise bumping rights of a junior employee provided the Employee exercising their bumping rights is able to discharge the full range of duties with an orientation of no more than two (2) working days.**
- (ii) **Should a laid off employee exhaust bumping rights as set out in article 11.05 (2) (i), the employee shall have the option of retaining recall rights as per article 10.03 (iv) or may access severance pay in accordance with article 17.09.**

- (b) Full hotel seniority shall be only be exercised in the event of a permanent reduction in shifts or hours or a closure of a department where a shift or hours of work become available through either:

- (i) a permanent vacancy or:
 - (ii) an increase in hours of work, temporary or otherwise. Temporary hours shall be shifts or hours vacated under any approved leaves in the Collective Agreement, or increases of hours for two (2) weeks or less. Upon return of the employee who temporarily vacated the shift, status quo will be returned.
- (c) Employees who restrict their availability for recall will not be protected by their seniority.
 - (d) In the event of layoff, the order of layoff within the affected classification and department shall be as follows:
 - (i) Probationary Employees, then
 - (ii) Regular Employees
 - (e) 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/her recall rights.
 - (f) The employer agrees that recall notification will be by direct contact (including personal contact and telephone contact) or registered mail. Any employee failing to report for duty within sixty (60) hours, excluding Saturday and Sunday from the time of such notification, shall be considered to have resigned without notice.
 - (g) An employee on lay off shall be granted over and above the recall process in their department, preferential hiring in order of seniority to any other vacancy in the hotel for which they possess the primary qualifications, within the nine (9) month recall period. Employees who do not apply to a vacant position in another classification shall not forfeit their recall rights.

11.06 LAYOFF AND RECALL BETWEEN DEPARTMENTS

An employee who transfers to a different department and is subsequently laid off with no expectation of recall for sixty (60) days:

- (a) May choose to return to his/her former classification in his/her original department. In this case, the employee would be reinstated with the seniority that the employee carried prior to making the transfer.
- (b) An employee who has been laid off and wishes to be recalled under this Article must insure that the Employer has a current phone number and address for the purposes of recall.

- (c) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact) and registered mail. Any employee failing to report for duty within sixty (60) hours, excluding Saturday and Sunday, from the time of such notification shall be considered to have resigned without notice.
- (d) This Article does not imply a guarantee of employment or a specific number of hours for an employee exercising his/her right to recall.

ARTICLE 12 ADMINISTRATION

12.01 WAGE RATES

- (a) The wage rates provided in the attached applicable appendix shall cover the job description and classifications of labour within the jurisdiction of the Union and shall remain in effect throughout the specified or extended term of this Agreement.
- (b) All wage increases shall apply to all employees unless otherwise specified in this Agreement.
- (c) Details of each employee's earnings shall be shown on the pay stub including separate listings for each Classification worked, straight time rates paid, overtime rates paid and hours worked in each Classification, vacation pay and Statutory Holiday pay.
- (d) Payroll errors one hour or less shall be paid on the next pay date. Payroll errors of four (4) or more hours shall be paid by manual cheque or cash advance no later than forty-eight (48) hours after the mistake is made known to the Employer.

12.02 COMBINED CLASSIFICATIONS

Where an employee occupies a position which combines two (2) or more classifications of work (except as otherwise provided), he/she shall be paid at the rate of the highest classification provided he/she works in such higher classification for four (4) or more hours during any particular shift. But the Hotel 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. If the employee works at the higher classification for less than four (4) hours, he/she shall then be paid the higher rates for the actual amount of time accordingly.

12.03 NEW CLASSIFICATIONS

It is agreed that job classifications and wage rates not specifically set out in the attached appendix of this Agreement shall be included in the schedule by mutual

consent of both parties to this Agreement. If unable to agree, either party may invoke the grievance procedure as defined in this Agreement.

12.04 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION

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

12.05 ENTRY LEVEL WAGE RATES

- (a) For the first six (6) calendar months of employment, an employee shall receive seventy-five percent (75%) of the contractual hourly wage rate for the classification in which he/she is working.
- (b) Transfers or promotions within a Hotel will not necessitate the employee reverting to an entry level rate.
- (c) Promotions or transfers within the corporation to another Hotel which are made at the request of the Employer will not necessitate the employee reverting to an entry level rate.
- (d) Employees who are promoted or transferred within the corporation to another Hotel at the request of the employee will revert to an entry level rate.

12.06 ELECTION DAYS

No wages shall be deducted for time lost on election days. The regular work schedule will prevail for Federal and Provincial elections.

12.07 ROOM ATTENDANT WORKLOAD AND DUTIES

Where a Room Attendant presents a grievance to the Union on any matter pertaining to workload or content, the Employer of the individual Hotel where the grievance arose will meet with the Union to review and finalize the grievance setting out workload and content for his/her Hotel only.

ARTICLE 13 STATUTORY HOLIDAYS

13.01 STATUTORY HOLIDAYS

- (a) The following shall be considered Statutory Holidays:

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

- (b) After one (1) year continuous service, the Floating Holiday will be taken at a time mutually agreeable to the employee and the Employer, payable at straight time for each hour the employee would normally have worked. Should Heritage Day, or any other day, be proclaimed as mandatory during the term of the Agreement, it shall be substituted for the Floating Holiday. An employee must provide at least seven (7) days notice in writing to Management when requesting a Floating Holiday.
- (c) The Floating Holiday shall be paid at straight time for the time the employee was regularly scheduled, i.e., if an employee is scheduled for a six (6) hour shift on the date of his/her Floating Holiday, the employee would receive six (6) hours of pay at straight time rates.

13.02 STATUTORY HOLIDAY FALLING ON A DAY OFF

In the event that an employee's day off falls on a Statutory Holiday, the employee shall receive his/her normal day's wages as calculated in Article 13.03(b).

13.03 PAYMENT FOR STATUTORY HOLIDAY

- (a) Employees who are eligible for Statutory Holiday pay will receive a normal day's pay for the Statutory Holiday, whether or not they are scheduled to work on the Statutory Holiday.
- (b) For purposes of this Article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours he/she has worked in the two (2) week period immediately preceding the week in which the Statutory Holiday occurs, divided by ten (10) to establish the hours to be paid for the Statutory Holiday. In the case of the calculation of a normal day's pay, for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.

- (c) An employee who is scheduled by the Employer to work on a Statutory Holiday, shall be paid one and one-half (1-1/2) times his/her normal wage rate for any hours so worked, on all Statutory Holidays in addition to the payment provided for in (a) above.
- (d) An employee who works more than his/her regularly scheduled hours shall be paid double time and one-half (2-1/2) for all such additional hours worked.

13.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

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

13.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

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

13.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

- (a) Should any Statutory Holiday occur during an employee's vacation period, the formula in Article 13.03(b) shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall, in addition, receive an extra day off, either the working day preceding or the working day following the vacation period.
- (b) Should a Statutory Holiday fall during the first week immediately following the end of an employee's vacation, the formula in Article 13.03(b) will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.

- (c) Should a Statutory Holiday fall during the second week immediately following the end of an employee's vacation, the formula in Article 13.03(b) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

ARTICLE 14 ANNUAL VACATION

14.01 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 be issued vacation pay on a separate cheque from regular wages.

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:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years	2 Weeks	4%
3 years but less than 7 years	3 Weeks	6%
7 years but less than 20 years	4 Weeks	8%
20 years or more	5 Weeks	10%
After 25 years	6 Weeks	12%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment, subject to Articles 10.01(b) and 14.05 of this Agreement.
- (c) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings since the anniversary year.

- (d) "Gross earnings" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and Statutory Holiday Pay.
- (e) Vacation time must be taken in seven (7) calendar day blocks.

14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

- (a) Employees shall have preference according to seniority with respect to annual vacation within their Departments and Classifications provided they file applications by March 1st of each year for vacations to be taken that year.
- (b) Subject to (a) above, all vacation schedules submitted to the Company shall be approved in writing within two (2) weeks of receiving written notice from the employee. Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

14.04 VACATIONS TO BE TAKEN DURING THE YEAR

- (a) All vacations shall be taken at a time to be mutually agreed upon by the Employer and the employee during the calendar year.
- (b) The Employer must post a Vacation Schedule sheet by February 1st of each year; the employees must file their application by March 1st and the Employer will post a provisional Vacation Schedule by March 15th and if there are no seniority conflicts requiring any refilling, post the approved Vacation Schedule by April 1st of each year. Vacation time not scheduled by May 1st of each year may be assigned by the Employer.

14.05 CREDITS ON TRANSFER WITH SAME EMPLOYER

- (a) Where an Employer owns, operates or has shares in other Hotels covered by this Agreement and transfers an employee to such an operation, all vacation and severance benefits will continue.
- (b) It is clearly understood that where an employee requests a transfer, Article 14.04 shall not apply.

ARTICLE 15 HEALTH AND WELFARE AND MONTHLY ASSESSMENT ACCOUNT

15.01 CONTRIBUTION

- (a) Effective **June 1, 2006**, the total cost of Health and Welfare Plan Premiums will be **One Dollar and Sixty-two cents (\$1.62)** for each hour of employment performed by an employee covered by this Agreement, to be paid by the Employer.
- (b) Effective **June 1, 2007**, the total cost of Health and Welfare Plan Premiums will be **One Dollar and Seventy-three cents (\$1.73)** for each hour of employment performed by an employee covered by this Agreement, to be paid by the Employer.
- (c) Effective **June 1, 2008**, the total cost of Health and Welfare Plan Premiums will be **One Dollar and Eighty-five cents (\$1.85)** for each hour of employment performed by an employee covered by this Agreement, to be paid by the Employer.

15.02 PAYMENT OF CONTRIBUTIONS

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

15.03 EMPLOYER STATEMENT

The Employer also agrees to remit the contributions together with a monthly statement setting out the names of the employees in respect of which said payments are made, together with the hours of work credits or amounts paid in respect of employees.

15.04 FAILURE TO REMIT

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

15.05 INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS

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

- (b) In the event that the Union intends to investigate the Employer's timebook, the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

ARTICLE 16 LEAVES OF ABSENCE

16.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant an unpaid leave of absence to employees who are appointed or elected to a Union office.
- (b) A request for such an approval leave must be given to the Employer by the Union, in writing, on Union letterhead. Such requests must be signed by an officer of the Union.
- (c) An employee who obtains such a leave of absence shall return to his/her employment within thirty (30) calendar days after the completion of his/her employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

16.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee from each classification to a maximum of two (2) employees at any one (1) time, to attend bona fide Shop Steward education programs, negotiating committees or Union business. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.

16.03 COURT ATTENDANCE

Any employee covered by this agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal respecting the Hotel in which he/she is employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay and a maximum of eight (8) hours pay.

16.04 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/her immediate family.
- (b) "Immediate family" shall be understood to include the employee's mother, father, step-parents, step-parents or step children of a spouse (as defined

in (c) below), same sex spouse (as defined in (c) below) son, daughter, sister, brother, spouse, father-in-law, mother-in-law or grandparents.

- (c) For the purpose of this Article, "spouse" shall be defined to include a common-law spouse with whom the employee has cohabited for a minimum of one (1) year.
- (d) The Employer is entitled to require proof of death and/or relationship.

16.05 JURY AND WITNESS DUTY

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

16.06 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.

16.07 MATERNITY AND PARENTAL LEAVE

All employees will be afforded all benefits of Maternity and Parental Leave in accordance with Employment Standards Legislation in effect June 1, 2003.

16.08 COMPASSIONATE CARE LEAVE

Employees shall be covered by the Compassionate Care Leave provision of the Employment Standards Act.

ARTICLE 17 MISCELLANEOUS EMPLOYEE ENTITLEMENTS

17.01 PROTECTED WORKING CONDITIONS

- (a) All working conditions at present in force which are not specifically mentioned in this Agreement and which are not contrary to its general purpose and intent shall continue in full force and effect unless cancelled or terminated in accordance with the terms of this Article.

- (b) Any working condition which was implemented by the Employer on a conditional basis can be terminated when the terms of the condition have been exhausted or fulfilled, or the condition has been withdrawn.
- (c) Any other working condition which was granted by the Employer but which is not specifically provided for in this agreement may be cancelled by the Employer by:
 - (i) serving the Union with written notice within thirty (30) days of the ratification of this Agreement, or
 - (ii) serving the Union with written notice of cancellation effective on the last day of each year of this Collective Agreement.

17.02 CAFETERIA, KITCHEN AND DINING LOUNGE MEAL ENTITLEMENT

A wholesome meal shall be supplied by the Employer with no deduction from the employee's wages on the following basis:

All shifts in excess of five (5) hours worked shall receive one (1) meal per day.

17.03 EMPLOYEE ATTENDANCE AT STAFF MEETINGS

- (a) Where an employee is directed by the Employer to attend a staff meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week.
- (c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.
- (d) Where an employee is directed by the Employer to attend a staff meeting during his/her regular days off, the employee shall be compensated at his/her regular hourly rate for the time spent in such meeting.

17.04 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/her former position within forty-eight (48) hours, with all rights and

conditions which he/she formerly enjoyed, according to the terms of the Agreement which is in effect at the time of his/her 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.
- (d) It is understood that the employee has an obligation to communicate with the Employer concerning the length of absence and the approximate date of the return to work. The employee will provide updated information upon request and reasonable time accommodation will be given for the employee to arrange for the information from their medical practitioner; failure by the employee to provide such information will result in the removal of the employee from the Seniority List.

17.05 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his/her 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.

17.06 PERSONAL EFFECTS

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

17.07 COMPENSATION TO EMPLOYEES RE ENFORCEMENT OF HOUSE RULES FOR PATRONS

Upon presentation of a written bona fide claim by an employee, the Employer shall compensate the employee for the replacement cost of, or repair of any wearing apparel, false teeth, eye glasses, contact lenses or hearing aids, damaged or destroyed as a consequence of the employee's participation in the

enforcement of House Rules and/or Liquor Control Board Regulations and/or at the direction of management or a person appointed by management.

17.08 SERVER TRAY SIZE AND GLASS LIMIT

- (a) It is mutually agreed that no server shall be required to carry a load exceeding twelve (12) glasses or equivalent.
- (b) A standard size tray for the transport of liquor shall be supplied by the Employer and shall be used in licensed premises and will not exceed thirteen inches (13") in base diameter. No employee shall be permitted to supply or carry his/her own tray.

17.09 SEVERANCE ALLOWANCE

- (a) All employees, upon termination, shall receive twelve (12) hours' pay for each year of continuous service in the establishment.
- (b) Employees who qualify under this Clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours pay.
- (c) Employees working less hours will receive pro-rata severance pay for the year based on the actual hours worked as a percentage of one thousand, eight hundred and twenty (1,820) hours, e.g. a person working nine hundred and ten (910) hours will receive six (6) hours pay.
- (d) Regular hours not worked as a result of a bona fide sickness or accident will be credited to the hours worked.
- (e) This Clause shall not be applicable in cases of discharge for just and reasonable cause **or in cases where an employee resigns without a minimum of one (1) weeks' written notice. Such notice must be for time worked and does not include vacation time.**

17.10 CASHOUT IN THE EVENT OF SALE OR TRANSFER

In the event a Hotel is sold or transferred, all employees shall be paid the outstanding accumulated severance pay by the outgoing owner or lessee up to the date of such sale. After payment has been made, continuous service for the purpose of severance pay commences a new starting point from the date of each sale. No duplication or pyramiding of payments is intended. This, in no way, curtails the rights of the employees outlined in Section 53 of the Labour Relations Code, but facilitates elimination of a bookkeeping problem.

17.11 LIMITATION ON EMPLOYEE ENTITLEMENTS

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

ARTICLE 18 EMPLOYEE CONDUCT AND DRESS

18.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES

It is mutually agreed that the Employer will post House Rules for the conduct of employees and file a copy of those House Rules with the Union before enforcing same. Filing with the Union office is accomplished by delivery of a copy of the House Rules through registered mail.

18.02 CONTROL OF ABSENTEEISM

Recognizing that the absenteeism by employees creates staffing and scheduling problems, disruption in the work place to the detriment of other employees, and increased cost to the detriment of all parties, the Employer is entitled to use any or all of the following measures in the control of absenteeism.

- (a) The Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work.
- (b) Every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on his/her behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances, and in the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.
- (c) Where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfillment of the employment relationship with the Employer, the Employer may terminate the services of the employee.
- (d) In relation to any provision in this Collective Agreement where an Employer is entitled to require medical evidence of an employee's ability to return to work or to continue to work, the Employer may require that the employee be examined by and present a medical certificate from a physician selected by the Trustees of the Health and Welfare Plan as identified in Article 15.02. In the event that an Employer requires an employee to submit to such an examination, any resulting charge by the

doctor which is not paid by the employee's medical insurance plan, will be paid by the Employer.

- (e) Discharge or discipline resulting from implementation of (b) or (c) are subject to challenge and investigation through the grievance procedure.

18.03 AUTHORITY RE CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS

When an employee is authorized to cash cheques, honour credit cards or credit accounts, he/she will not be held responsible for any losses provided he/she has followed management's instructions, but where an employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without authorization from management, he/she will be held responsible.

18.04 PROPER DRESS

In consideration of the endeavor to improve the standards of the Hospitality Industry, it is agreed that a proper uniform mode of dress shall be adopted, i.e., dark trousers or skirts, white shirts or blouses, and uniform tie and shoes which complement the attire. This dress, and the cleaning thereof, will be the responsibility of the employee and shall be effective upon signing of this Contract.

18.05 UNCONVENTIONAL MODE OF DRESS

Where an unconventional mode of dress or uniform is required by management, it is agreed the dress or uniform shall not be such as to cause discomfort, ridicule or embarrassment to the employee.

18.06 SPECIAL UNIFORMS

If any special uniform shall be required, such as tuxedo, white jackets, etc., it is agreed that the Employer shall supply same and be responsible for the cleaning thereof. All uniforms or special articles of wearing apparel worn by the employee while on duty shall be supplied and laundered by the Employer free of cost to the employee.

ARTICLE 19 LIQUOR CONTROL AND REGULATION

19.01 NEW EMPLOYEES: INSTRUCTION RE LIQUOR CONTROL LEGISLATION AND REGULATIONS

All newly hired employees who will be involved in the sale or handling of liquor, will be provided with instruction to acquaint them with the relevant provisions of the Liquor Control Legislation and Regulations and the importance of complying with those regulations.

19.02 EMPLOYEE SERVING LIQUOR

- (a) No employee who is involved in the serving of liquor shall knowingly sell or serve liquor in the Employer's premises to any person who is under the legal age. Where, after asking the person to produce suitable identification and proof of age, such an employee is in doubt as to the person's age, he/she may refuse service.
- (b) If the employee is directed by a person designated by the Employer to serve a person whose age is in doubt, the Employer shall accept and bear the full responsibility and shall pay any fines or penalties incurred by the employee as a consequence of such service.

19.03 HOURS OF SERVICE

No employee shall give service after the specified hours set by the Liquor Control and License Branch Regulations.

19.04 IMPLEMENTATION OF CHANGES IN REGULATIONS

It is mutually agreed that upon the implementation of any changes in the Liquor Control Board Regulations governing licensed premises, the Union and Management will negotiate an agreement on the problem that could arise therefrom.

ARTICLE 20 DISCIPLINE AND DISCHARGE OF EMPLOYEES

20.01 DISCIPLINE AND DISCHARGE OF EMPLOYEES

- (a) Pursuant to Section 84(1) of the Labour Relations Code of British Columbia, the following standards shall be applied.
 - (i) Employees who have successfully 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/she is unsuitable for status as a regular employee.
- (b) In the event that an employee other than probationary is discharged for just and reasonable cause, the Shop Steward will be notified and provided with the reasons for the discharge.
- (c) Where no Shop Steward is recognized or available, the Union representative or Local Chairperson will receive this information.

ARTICLE 21 GRIEVANCE PROCEDURE

21.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

Any complaint, disagreement or difference of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

21.02 GRIEVANCE PROCEDURE

(a) 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/she reports. The employee shall be accompanied by the Shop Steward for the department in which the employee works.

(b) Step One

- (i) 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.
- (ii) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.
- (iii) 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.
- (iv) The Employer's representative must answer the grievance in writing within ten (10) days.

(c) Step Two

- (i) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the Shop Steward and/or a Union representative and a person or persons designated by the Employer.
- (ii) This step must be taken by notice in writing with ten (10) days of the date on which the written answer was delivered in Step One.

(iii) Grievances involving suspensions or dismissals may be filed directly at Step two of the grievance procedure within the prescribed time limits.

(d) 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.

(e) Section 103 – Labour Relations Code of B.C.

Prior to proceeding as outlined in (d) above, either party may choose to utilize Section 103 of the Labour Relations Code of B.C.

21.03 SINGLE ARBITRATOR

The parties shall have five (5) working days to agree on a single arbitrator from the following list.

Dave McPhillips
Joan Gordon
Wayne Moore
Irene Holden
Brian Foley

21.04 POLICY GRIEVANCE

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

21.05 ARBITRATION HEARING

- (a) As soon as an arbitrator has been appointed, the arbitrator will be encouraged to commence the hearing within five (5) days, and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the arbitrator, and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the arbitrator by agreement of the parties.
- (c) Each party to the arbitration will bear one-half the expense associated with the appointment of the arbitrator.
- (d) The parties recognize that they are bound by a decision of the arbitrator.

21.06 AUTHORITY OF THE ARBITRATOR

The parties to the arbitration recognize the authority of the arbitrator as set out in the Labour Relations Code of British Columbia.

21.07 TIME LIMITS

A grievance or dispute shall commence and proceed through the stages of the Grievance Procedure within the time limits provided, otherwise it shall be deemed to be abandoned. The time limits may be extended by mutual consent of the parties.

21.08 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 resolutions 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.

21.09 DISCIPLINARY NOTATIONS

- (a) **Copies of all disciplinary letters or notations placed on an employee's file will immediately be given to the designated Shop Steward and will be faxed or e-mailed to the Local Representative.**
- (b) After eighteen (18) months, all disciplinary letters or notations shall be removed from an employee's file.

ARTICLE 22 DEFINITIONS

22.01 OBJECTIVE INTERPRETATION

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

22.02 TIME SPAN REFERENCE

References to time span references, unless otherwise expressly provided in this Agreement shall be understood to mean as follows:

- DAY - a period from 12.01 a.m. until midnight
- WEEK- a period of seven (7) consecutive days commencing 12.01 a.m. Sunday and ending midnight the following Saturday.
- MONTH - one of the twelve (12) months into which the year is divided according the calendar.
- YEAR - a period beginning January 1st and ending the following December 31st.

22.03 SPECIFIC DEFINITIONS

The following definitions of words, expressions, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular Article.

Department defined as:

- Kitchen
- Front Desk
- **Food & Beverage (combines all outlets)**
- Banquets
- Maintenance
- Housekeeping
- Licensed Retail Store

22.04 BANK ROLLING

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

ARTICLE 23 HEALTH AND SAFETY

23.01 HEALTH AND SAFETY

- (a) The Employer agrees to maintain a safe and healthy workplace and to provide proper training and education on safe work practices. The Statutes and Regulations in effect as of June 1, 2003 shall provide a minimum in all matters of Health and Safety and shall be available to the Safety Committee.
- (b) A joint Health and Safety Committee consisting of two (2) selected members of the Union and not more than two (2) representatives of the Employer shall meet monthly to discuss and make recommendations for

implementation to safe work practices and to monitor compliance with the appropriate statutes and regulations.

The Committee shall be co-chaired by a representative from the Union and the Employer. Minutes of the meetings shall be kept and posted on bulletin boards as well as forwarded to the Union.

The Committee will determine a process for achieving mutual agreement on the Committee meeting times. WCB will be involved where the Committee is unable to determine a mutually agreed meeting time. The Employer agrees to supply the Health and Safety Committee with any policies pertaining to the health and safety of employees at the hotel.

- (c) **There will be a minimum of two (2) employees scheduled in the Beer and Wine store from 6:30 p.m., October through April. There will be a minimum second shift of four (4) hour at night, April through October. Start time may be extended dependent on volume.**
- (d) Employees working at night shall be provided with designated parking in a well-lighted area of the Hotel premises. The Employer agrees to implement reasonable recommendations of the Health and Safety Committee to ensure the safety of employees arriving or leaving the Hotel after dark
- (e) The Employer shall maintain wages and pay any additional costs associated with training for employees to ensure compliance with the regulations. The Employer shall maintain wages for the Union Safety Committee members' attendance at meetings and during inspections of the property.
- (f) The Employer agrees to pay a day's lost wages and benefits to the Safety Committee to attend an approved Health and Safety course on an annual basis.
- (g) **Where the Committee agrees to meet or to perform an inspection or develop a policy, or performs any other related duties which the Committee agrees are needed to be done, during a time which is outside of the working hours of any of the Committee members, the Committee member(s) shall be paid at straight time rates for any such time, with a minimum of one (1) hours' pay.**
- (h) A Safety Committee Member must be an "active employee".
- (i) Compliance with the above shall not interfere with scheduling pursuant to Article 9 of this Agreement.

- (j) Employees who take time off at the direction of the Employer to take a recognized Food Safe Program shall not suffer a loss of regular pay.
- (k) A Unit 2 First Aid Kit will be immediately accessible to all employees on shift and at least one employee or manager, if no employee is willing to take training, will be scheduled holding the applicable first aid ticket required. The Employer will pay all costs for training or retraining needed in maintaining the applicable first aid ticket.
- (l) An employee has the right to refuse unsafe work as per the Occupational Health and Safety Regulations. The employee shall notify the Employer and a representative of the Health and Safety Committee and work will cease in the affected area until the matter has been satisfactorily resolved. In the event a resolution is not reached the matter shall be referred to an Occupational Health and Safety Officer for final and binding resolution.
- (m) Accident reports will be completed in the event of any accident that causes injury. These reports shall be filed with the committee and any necessary governmental agency. Accident reports shall contain:
 - (i) the place and time of the accident,
 - (ii) the names and job titles of the persons injured,
 - (iii) the names of any witnesses,
 - (iv) a brief description of the accident,
 - (v) a statement of the sequence of events which preceded the accident,
 - (vi) the identification of any unsafe conditions,
 - (vii) recommended corrective action/s to prevent similar occurrences,
 - (viii) the names of the persons who investigated the accident.

23.02 VIOLENCE IN THE WORKPLACE

Should an employee become a victim of an act of violence or threatened act of violence in the workplace, the Employer shall perform the following:

- (a) The Employer shall immediately conduct an investigation into the act or threatened act of violence;
- (b) A written report shall be produced by Management within seven (7) days of the Employer becoming aware of the incident;
- (c) The Union shall be provided with a copy of this report;
- (d) No complainant shall suffer loss of wages or benefits while the matter is pending resolution.

23.03 SAFETY TRAINING

Where the Health and Safety Committee agrees that Robbery Prevention Training is required, the Employer will ensure that such training is provided by the local RCMP or other qualified organization for those employees who require such training.

23.04 INSPECTION REPORTS

The Company agrees to supply copies of any WCB and/or Health Board inspection reports and/or orders to the Health and Safety Committee.

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

HOSPITALITY INDUSTRIAL RELATIONS NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS' UNION OF CANADA (CAW-
CANADA), LOCAL 114

Gaylene Ruel, Bargaining Committee

Jack Butterworth, Chairman of the Board

Pat Bouchard, Bargaining Committee

Steve Smith, Secretary of the Board

Mike Beck, Bargaining Committee

Dan Pelletier, Asst. Director
Hospitality Industrial Relations

Paul Levesque, Bargaining Committee

Gavin McGarrigle
Local Representative, CAW Local 114

Denise Kellahan, National Representative,
CAW Canada

DATED THIS _____ DAY OF _____, 2006 A.D. AT _____ B.C.

LETTER OF UNDERSTANDING #1

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Anchor Inn/Hospitality Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

FAST TRACK MED/ARB PROCESS

Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined in Article 21 of the Collective Agreement.

1. The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement. (i.e., H.I.R. – CAW)
2. The outcome will be binding on the parties.
3. The cost will be borne in accordance with Section 103 of the Labour Relations Code of British Columbia. i.e., Employer – 1/3, Union – 1/3, Government – 1/3.
4. The procedure may be used after Step One or Step Two of the Grievance Procedure.
5. The procedure cannot be used should an application for a Settlement Officer under Section 87 of the Code has been made by either party.
6. No legal counsel will be used by either party. The Union will use elected officers or business representatives. H.I.R. will use employees of their Industrial Relations Division.
7. The number of cases to be heard at any given time will not exceed three (3).
8. The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
9. Wherever possible, the arbitrator will attempt to mediate a settlement between the parties.
10. In such case that the arbitrator must write a decision, such decision shall be brief and to the point.

LETTER OF UNDERSTANDING #1- FAST TRACK MED/ARB (cont'd.)

11. An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
12. General rules of evidence will be waived except for the rule of “onus”.
13. The offices of Hospitality Industrial Relations and of CAW-Canada, Local 114 will be used for the process on an alternating basis starting with the CAW-Canada, Local 114 offices.
14. Procedure Guidelines
 - (a) The Opening Statement: This should basically set out the case from each party’s perspective. The arbitrator will aggressively seek, at this point, to define the issue and to determine what evidence is agreed to and what is not.
 - (b) The Hearing: Sufficient witnesses should be called to ensure the “story” is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
 - (c) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the arbitrator.
 - (d) Mediation: Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
 - (e) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of his decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.
15. With respect to grievances involving customer complaints, the following will apply:
 - (a) The person to whom the complaint was given be called to testify;
 - (b) Bargaining unit or staff employees who can provide direct evidence with respect to the evidence be called to testify;

LETTER OF UNDERSTANDING #1- FAST TRACK MED/ARB (cont'd.)

- (c) Wherever possible, the complaint be committed to writing, in the customer's own handwriting;
 - (d) Prior to the Hearing, the parties discuss the evidence so that there are no surprises.
16. The Mediator/Arbitrator listed below will be selected based upon a mutual agreement.

B. Blasina

J. McEwen

M. Wilkinson

HOSPITALITY INDUSTRIAL RELATIONS NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS' UNION OF CANADA (CAW-
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Hospitality Industrial Relations

Paul Levesque, Bargaining Committee

Gavin McGarrigle
Local Representative, CAW Local 114

Denise Kellahan, National Representative,
CAW Canada

Date _____

LETTER OF UNDERSTANDING #2

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Anchor Inn/ Hospitality Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

ARBITRATION COSTS – HEALTH AND WELFARE PREMIUMS

It is understood and agreed between the parties that should CAW-CANADA, Local 114 be required to arbitrate to enforce a claim for payment of Health and Welfare premiums against a Hotel covered by the Collective Agreement, and should Local 114 be successful in that arbitration, the Hotel involved will bear the full cost of the Union expense in the arbitration to a maximum of one thousand dollars (\$1,000.00).

HOSPITALITY INDUSTRIAL RELATIONS NATIONAL AUTOMOBILE, AEROSPACE,
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LETTER OF UNDERSTANDING #3

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Anchor Inn/ Hospitality Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

OPTIONAL HOURS OF WORK

Notwithstanding the provisions of Article 9, the parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement. Employees who would otherwise work less than forty (40) hours in a five (5) day scheduled work week may request additional straight time hours of work on the sixth (6th) or seventh (7th) day in the scheduled work week at straight time. Employee's requests shall be made in writing and placed in the employee's file. Such an employee may decline the additional hours without affecting his or her rights under this Agreement. All shifts must be offered in order of seniority.

Such additional hours shall only be offered after the provisions of Articles 9.04 and 9.05 have been satisfied within each Classification and the total hours do not exceed forty (40) hours.

HOSPITALITY INDUSTRIAL RELATIONS NATIONAL AUTOMOBILE, AEROSPACE,
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LETTER OF UNDERSTANDING #4

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Anchor Inn/ Hospitality Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

CAW LEADERSHIP TRAINING FUND

It is agreed that the Employer shall continue to pay two cents (\$0.02) per hour into the CAW Leadership Training Fund.

HOSPITALITY INDUSTRIAL RELATIONS NATIONAL AUTOMOBILE, AEROSPACE,
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LETTER OF UNDERSTANDING #5

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Anchor Inn/ Hospitality Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

COLLECTION, DISBURSEMENT AND DISTRIBUTION OF SERVICE CHARGES/GRATUITIES

When the Hotel collects contracted service charges/gratuities for functions, they will be handled in the following manner:

1. Service charges/gratuities for convention/banquet functions will not be less than ten percent (10%) and any percentage contracted will be split thirty percent (30%) to the Employer and seventy percent (70%) to the **Gratuity** Committee. The **Gratuity** Committee will direct the Employer as to what to pay on the cheques of the individual employees in the appropriate gratuity pool.
2. Baggage charges, when contracted by the tour in question, will be split two-thirds (2/3) to the Employer and one-third (1/3) to the individual bargaining unit members who perform the work.
3. **At the end of each month, the Hotel will allow the Gratuities Committee to review, in the presence of a management representative, the Posted Function information and the Paid Function Information on file at the Hotel. It is understood that this information will remain confidential and is only for the purposes of verifying that the provisions of the collective agreement are being applied.**
4. **The Gratuities Committee will coordinate with the Function Hours Sheet and will have two (2) weeks to tabulate and calculate the gratuity distribution it expects.**
5. **The Gratuities Committee's calculations will be given to the Hotel Manager for comparison to the time sheet and a tentative gratuity distribution sheet for _____ (month) will be posted at the beginning of the following month.**
6. **Employees affected will have two (2) weeks to check the distribution sheet and identify any errors. If no changes are identified, the gratuity distribution will be as posted.**

COLLECTION, DISBURSEMENT AND DISTRIBUTION OF SERVICE CHARGES/GRATUITIES (Con'd)

- 7. **The Gratuity Committee will determine the formula for division of gratuities received by vote of the members in the Banquet, Kitchen and (if applicable) Dining Room classifications. This gratuity distribution formula will be produced in writing following a vote and posted. Copies of the gratuity distribution formula notice will be given to the Employer to distribute to new employees upon hire.**
- 8. **Each employee will receive the gratuity amount on their pay cheque for a particular month as set out by the Gratuity Committee on the final Gratuity Distribution Sheet within thirty (30) days from the date that the Hotel receives the payment for the particular month's functions.**

If no charges are automatically billed or contracted, any gratuity received directly from the guest is the property of the employee and not the business of the Employer. Any shared distribution of such gratuities is handled by the employee and the **Gratuity Committee**.

HOSPITALITY INDUSTRIAL RELATIONS NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS' UNION OF CANADA (CAW-CANADA), LOCAL 114

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LETTER OF UNDERSTANDING #6

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Hospitality Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

SCHEDULING – HOUSEKEEPING DEPARTMENT

The parties agree that an employee in the Housekeeping Department shall be considered on lay-off as per article 11.05 when the employee has not worked a scheduled or call-in shift (excluding approved time off) within two (2) scheduled work weeks as defined in article 22.02. These employees shall receive a record of employment (ROE) upon request after seven (7) days of no work.

Recall notice shall be provided as per article 11.06 where it is reasonably anticipated by the hotel that there will be a minimum of three (3) shifts per week for two (2) consecutive weeks or more. In order to be eligible for recall, the employee must provide the Employer with up to date personal contact information to enable the Employer to immediately contact them in the event that work becomes available.

Employees on lay-off will be called in seniority order for work that becomes available during the lay-off, but their acceptance of such work shall be voluntary. Employees wishing to be contacted for call-in shifts during layoff will provide the Employer with their availability in writing. An employee who refuses an offer of a shift on three (3) occasions in a calendar month during the time they have given as being available shall be moved to the bottom of the on-call list during the period of lay-off. Their seniority for all other purposes of the agreement remains the same.

HOSPITALITY INDUSTRIAL RELATIONS

NATIONAL AUTOMOBILE, AEROSPACE,
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LETTER OF UNDERSTANDING #7

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Hospitality Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

GAYLENE RUEL (HOSPITALITY INN)

The duties assigned to Gaylene Ruel at the Hospitality Inn shall include determining the weekly work schedules of the Cook and Dishwasher classifications in the Kitchen department. Any grievances arising shall be the responsibility of the company.

The Company agrees that a minimum of three (3) shifts shall be scheduled between June 1st and September 30th and a minimum of two (2) shifts between October 1st and May 31st in the dishwashing classification on each weekly schedule. The hours scheduled to a Dishwasher on these shifts and the number of shifts per week shall be increased as necessary based on business volumes and scheduled functions. If there is a drop in business volumes which requires a reduction in dishwashing scheduling in the opinion of the Company, the Company will inform the Union of the change. Where the situation results in a dispute between the parties, either party may request the involvement of Mediator Stephen Rinfret who will remain seized of the issue to determine a binding solution and assign the hours scheduled to Dishwashers within the verifiable business requirements.

In addition to scheduling, the following is an outline of the duties to be assigned to Gaylene Ruel:

- To produce the weekly work schedule in accordance with labour cost guidelines established by the Company.
- To ensure that the food preparation and kitchen is operated efficiently.
- To purchase all food products according to quality standards and cost as set out by the hotel.
- To ensure that the food is prepared for the restaurant, pub and banquet area in accordance with predetermined standards.
- To ensure that all food preparation equipment is in safe working order and if not, to arrange with the maintenance department to get it into working order.
- To prepare and price special menus for special functions.

- To ensure punctuality on arriving for shift and that the kitchen staff is properly groomed and dressed during working hours in accordance with the health and sanitation regulations.
- To work with and assist fellow workers to maintain the highest standards.
- To attend all meetings and seminars as mutually agreed on.
- To suggest food promotions coinciding with special product promotions or supplies.
- To fulfill other duties assigned by the Company
- To attend meetings as needed with the General Manager to ensure the above.

Effective on the date of ratification, Gaylene Ruel will be reclassified and paid as a First Cook.

HOSPITALITY INDUSTRIAL RELATIONS NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS' UNION OF CANADA (CAW-CANADA), LOCAL 114

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LETTER OF UNDERSTANDING #8

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Hospitality Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

BEV CARLISLE - SENIOR ROOM ATTENDANT (HOSPITALITY INN)

In addition to present duties:

- **Responsible for scheduling in the housekeeping department and ensuring the necessary work force are called for unscheduled hours.**
- **Inventory of linen for the housekeeping department.**
- **Ordering all supplies for the housekeeping department.**
- **To work with and assist fellow workers to maintain the highest standards.**
- **To fulfill other duties assigned by the Company**
- **To attend meetings as needed with the General Manager to ensure the above.**

Effective on the date of ratification, Bev Carlisle will be paid the equivalent of the Housekeeper rate of pay.

HOSPITALITY INDUSTRIAL RELATIONS NATIONAL AUTOMOBILE, AEROSPACE,
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LETTER OF UNDERSTANDING #9

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Anchor Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

DISHWASHING SCHEDULING (ANCHOR INN)

The Company agrees that the present practice relating to Dishwashing scheduling at the Anchor Inn will continue for the life of the collective agreement as long as business volumes remain similar to current levels. If there is a drop in current business volumes which requires a reduction in dishwashing scheduling in the opinion of the Company, the Company will inform the Union of the change and either party may request the involvement of Mediator Stephen Rinfret who will remain seized of the issue to determine a binding solution and assign the hours scheduled to Dishwashers within the verifiable business requirements.

Therefore, it is understood that a minimum of five (5) shifts per week shall be scheduled in the Dishwashing classification at the Anchor Inn. The hours scheduled to a Dishwasher on these shifts and the number of shifts per week shall be increased as necessary based on business volumes and scheduled functions.

HOSPITALITY INDUSTRIAL RELATIONS

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LETTER OF UNDERSTANDING #10

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Anchor Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

CURRENT PRACTISE REGARDING PAYMENT FOR BREAKS (ANCHOR INN)

The Employer agrees that the notification to the Union from Hospitality Industrial Relations dated April 4, 2006 relating to meal breaks at the Anchor Inn will not be implemented and the Employer will not invoke article 17.01 (c) to make any changes to the practise for the term of the collective agreement.

HOSPITALITY INN

The current practise with respect to scheduling of breaks will continue.

HOSPITALITY INDUSTRIAL RELATIONS NATIONAL AUTOMOBILE, AEROSPACE,
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LETTER OF UNDERSTANDING #11

between

HOSPITALITY INDUSTRIAL RELATIONS
on behalf of
Anchor Inn/ Hospitality Inn

and

CANADIAN AUTO WORKERS – LOCAL 114

HOURS OF WORK

Employees may request in writing to the Employer that they will agree to work with split days off in order to maximize their hours. This request will be granted as long as it does not interfere with the granting of consecutive days off to any employees.

An employee’s request must apply for a minimum period of three (3) months.

This provision will only apply to employees who do not work five (5) shifts in a scheduled work week.

This provision will not apply to employees who have declined shifts under Article 9.05 of the collective agreement.

This Letter of Understanding may be cancelled by either party at any time following a period of one (1) year from the date of ratification of the collective agreement.

HOSPITALITY INDUSTRIAL RELATIONS NATIONAL AUTOMOBILE, AEROSPACE,
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WAGE RATES

HOSPITALITY INN / ANCHOR INN

EFFECTIVE	Current Rate			
	June 1/05 Per Hour	June 1/06 Per Hour	June 1/07 Per Hour	June 1/08 Per Hour

CLASSIFICATIONS

Licensed Premises

Bar Manager				
Mixerologist	\$13.58	\$13.72	\$13.86	\$14.14
Service Bartender*	\$15.68	\$15.84	\$16.00	\$16.32
Server	\$12.34	\$12.46	\$12.58	\$12.83
Floorperson	\$14.88	\$15.03	\$15.18	\$15.48
Bar Porter	\$14.11	\$14.25	\$14.39	\$14.68
Server – Handles Food Only	\$11.07	\$11.18	\$11.29	\$11.52

Service

Desk Clerk	\$13.84	\$13.98	\$14.12	\$14.40
Night Auditor	\$13.98	\$14.23	\$14.37	\$14.66
Room Attendant	\$13.40	\$13.53	\$13.67	\$13.94
Housekeeper	\$13.61	\$13.75	\$13.89	\$14.17
Laundry Attendant	\$13.40	\$13.53	\$13.67	\$13.94
Janitor	\$14.13	\$14.27	\$14.41	\$14.70
First Cook	\$14.94	\$15.09	\$15.24	\$15.54
Cook	\$14.11	\$14.35	\$14.72	\$15.01
Server	\$11.07	\$11.18	\$11.29	\$11.52
Dishwasher	\$13.40	\$13.53	\$13.67	\$13.94
Maintenance	\$14.82	\$14.97	\$15.12	\$15.42
Bus Person	\$10.86	\$10.97	\$11.08	\$11.30
Hostess/Cashier	\$13.40	\$13.53	\$13.67	\$13.94
Sushi Bar Server	\$12.34	\$12.46	\$12.58	\$12.83
Bistro Server	\$12.34	\$12.46	\$12.58	\$12.83
Cook's Helper	\$13.40	\$13.53	\$13.67	\$13.94
Desk/Room Porter	\$11.83	\$11.95	\$12.07	\$12.31

Beer Store

Attendant	\$13.03	\$13.26	\$13.49	\$13.76
Banquet Server – (Minimum of four (4) hours)	\$10.43	\$10.53	\$10.64	\$10.85

Waiters and Waitresses servicing food and liquor in Specialty Rooms that provide live music, entertainment or dancing shall receive the same rates that apply to the Bar Contract Waiter's Rate. The Employer will also contribute on their behalf as to the provisions as contained within Article 15 (Health and Welfare and Monthly Assessment Account).

*A Service Bartender is defined as a Bartender who does not receive a direct monetary consideration a customer.

R.R.S.P.

The Employer will commence a contribution of fifteen cents (15) per hour effective June 1, 2002 for a Group RRSP. No additional fees for administration will be required. Withdrawal of the Company portion may only be upon termination or retirement.