

# **COLLECTIVE AGREEMENT**

between

## **LAUREL POINT INN**

In the Province of British Columbia  
on Behalf of its members set forth in the Schedule  
attached and those members added from time to time  
by notice given to the Union

(Hereinafter referred to as EMPLOYER)  
**PARTY OF THE FIRST PART**

and

## **UNITE HERE LOCAL 40**

In the Province of British Columbia  
Affiliated with UNITE HERE International Union,  
A.F. of L., C.I.O. & C.L.C.

(Hereinafter referred to as UNION)  
**PARTY OF THE SECOND PART**

**JULY 1, 2006 – JUNE 30, 2010**

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- Re: Doctor's Certificate
- Re: Performance of Bargaining Unit Work by Management Personnel
- Re: Health Care Benefits - Late Payments

**ARTICLE 1  
INTRODUCTION**

**1.01 PURPOSE**

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 20 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

**ARTICLE 2  
DURATION AND INTEGRITY OF AGREEMENT**

**2.01 DURATION**

- (a) This Agreement shall be for the period from and including July 1, 2006 to and including June 30, 2010. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - i) the Union commences a legal strike; or
  - ii) the Employer commences a legal lockout; or
  - iii) the parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered a delivery receipt must be obtained.

- (e) The Hospitality Industrial Relations member hotels, as identified in the wage schedules attached to the Collective Agreement, will operate as a single unit for all purposes of collective bargaining, except as modified by the Protocol Agreement agreed to by the parties at the commencement of negotiations.
- (f) The members of Local 40, employed by Hospitality Industrial Relations member hotels, as identified in the wage schedules attached to the Collective Agreement, will be represented by the Union as a single unit for all purposes of collective bargaining, except as modified by the Protocol Agreement agreed to by the parties at the commencement of negotiations.

## **2.02 LABOUR RELATIONS CODE - SECTIONS 50(2) AND (3) EXCLUDED**

The operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

## **2.03 WORK INTERRUPTION PROHIBITED**

The Union agrees during the term of this Agreement there will be no 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) When part of an Employer's business facilities are leased to a third party, one of the persons who is the lessee may work within the bargaining unit but shall not be subject to the terms and conditions of the Collective Agreement. This provision shall only apply to the one specific individual identified to the Local Union Representative as the lessee to be covered by the provision.

## **2.05 IMPACT OF LEGISLATION**

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in

law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

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

### **ARTICLE 3 UNION RECOGNITION**

#### **3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT**

- (a) The employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued under the labour laws of the Province of B.C., subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- (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.

#### **3.02 REFUSAL TO WORK WITH NON-UNION EMPLOYEES**

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

#### **3.03 RECOGNITION OF LEGAL PICKET LINES**

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this article, a "legal picket line" shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code.
- (b) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.
- (c) The Employer has no obligation to reassign the employee to other work, or to continue to pay an employee's wages and benefits during the period while the employee is refusing to cross a legal picket line.

#### **3.04 PERFORMANCE OF BARGAINING UNIT WORK**

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

### **3.05 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 regulations and amendments made thereto, and shall include discrimination on the basis of an employee's membership in the Union or participation in its activities.

- (c) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 21 of this Agreement.
- (d) If an employee files a grievance pursuant to 3.05(c), the Employer shall carry out forthwith an independent investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.
- (e) Any information arising from an investigation undertaken pursuant to 3.05(d) shall remain confidential but shall be provided to the Union upon written request.
- (f) In the event that a grievance filed pursuant to 3.05(c) involves allegations against management personnel, the Employer shall ensure that there is no contact between the management employee and the grievor.
- (g) The Employer shall post conspicuously in the workplace a policy regarding harassment and discrimination.

### **3.06 UNION BUTTONS**

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

### **3.07 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS**

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

### **3.08 UNION HOUSE OR BAR CARD CONTRACT**

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.

### **3.09 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 that person is an authorized representative of the Union.
- (b) When access is required for purposes of such investigation, the Union representative will notify the Employer in advance.
- (c) Access will not be unreasonably denied by the Employer.
- (d) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

## **ARTICLE 4 UNION SECURITY**

### **4.01 MEMBERSHIP**

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

### **4.02 NEW EMPLOYEES**

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

#### **4.03 CHECK-OFF: 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 wages forms. Such forms must specifically authorize the deduction of initiation fees, union dues, fines, assessments and arrears, as required by Article 4.04.

#### **4.04 CHECK-OFF: PROCESS AND PROCEDURES**

- (a) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate Assignment of Wages Form, signed by each employee.
- (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 membership applications and all monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month in which the monies were deducted.
- (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. In the event that any amount to be deducted is changed from the amount specified in the Assignment of Wages Form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.

- (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) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit as per (c) of this Article.
- (g) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

#### **4.05 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 their 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) An owner, shareholder or partner is a person who has purchased at least ten (10) percent of the total business and continues to be a voting member of the owner group.
- (b) A maximum of four (4) owners, shareholders or partners may work within the bargaining unit but shall not be subject to the terms and conditions of the Collective Agreement.
- (c) Owners, shareholders or partners in excess of four (4) who wish to work within the bargaining unit must join the union and be subject to all terms and conditions of the Collective Agreement.

- (d) When part of an Employer's business facilities are leased to a third party, one of the persons who is the lessee may work within the bargaining unit but shall not be subject to the terms and conditions of the Collective Agreement. This provision shall only apply to the one specific individual identified to the local Union representative as the lessee to be covered by the provision.

## **ARTICLE 5 UNION STEWARDS**

### **5.01 SHOP STEWARDS**

- (a) The Union is entitled to appoint or elect from among the employees a Shop Steward for each hotel up to 100 rooms. Additional stewards will be recognized for each additional 50 rooms. Such stewards should be appointed from the major departments in the hotel as much as possible. The duties of the Shop Stewards shall be to assist in the reporting and resolution of all grievances within their departments.
- (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 their responsibilities as an employee. During their working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (d) The Union Steward must not leave their 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 their duties on behalf of the Union.
- (h) The Employer agrees that the Shop Steward may post official communications from the Union to its members on the employees' bulletin boards within the hotel.

- (i) It is understood and agreed that there may need to be an additional Steward in some hotels of less than one hundred (100) rooms.

Where the Union requests and there are more than twenty-five (25) employees in the unlicensed departments such additional Steward will be recognized. This is, of course providing the first recognized Steward is not from these departments. The additional Steward will be an employee from one of these departments.

## **5.02 SHOP CHAIRPERSON**

- (a) Where there are 3 or more Shop Stewards they may elect from their ranks a person who will be the Shop Chairperson.
- (b) The Shop Chairperson will be recognized by the Employer as the official spokesperson on behalf of the Union.
- (c) The Shop Chairperson will be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

## **5.03 MANAGEMENT AND UNION STEWARDS JOINT CONSULTATION MEETING**

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

# **ARTICLE 6 MANAGEMENT RIGHTS**

## **6.01 MANAGEMENT RIGHTS**

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

## **ARTICLE 7 HIRING PROCESS AND PROBATIONARY PERIOD**

### **7.01 HIRING PROCESS**

- (a) Where the Union desires to institute a dispatch hall in any zone covered by a wage appendix in this Collective Agreement, it will so advise Hospitality Industrial Relations. The following will then apply:
- (b) The Union will each month provide each Employer in the zone with an "available members list," including classifications of members who are on lay-off from hotels in that zone and who are registered with the Union. When a member registers the member will fill out a "profile sheet" which includes the member's employment related information, such as the member's qualifications and prior work experience.
- (c) Along with the available members list, the Union will send out copies of the profile sheets for the members whose names appear on the list.
- (d) When the Employer intends to hire to fill a vacancy or a newly created position, the Employer will first consider those members whose names appear on the current available members list.
- (e) Openings in classifications which are known in advance of the date they are required will be posted with the work schedules for a period of five (5) days in order that employees currently on payroll may have the opportunity to apply to fill the opening.
- (f) Notwithstanding (d) and (e) above, the Employer is entitled to choose a person to fill a position which the Employer considers to be the best qualified and most suitable.
- (g) When the Employer hires a member whose name appears on the list, the Employer will immediately notify the Union office so that the member's name can be struck from the list.

### **7.02 PROBATIONARY PERIOD**

The probation period referred to in this Collective Agreement shall be completed after four hundred eighty (480) hours of work performed.

**ARTICLE 8  
HOURS OF WORK**

**8.01 NORMAL STRAIGHT TIME HOURS OF WORK**

- (a) The normal straight time hours of work assigned by the Employer shall conform 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.

**8.02 SPLIT SHIFTS**

- (a) Where split shifts are assigned by the Employer, they must conform with the following guidelines.
  - i) no shift of less than seven (7) 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 Premium shall be one (1) hours straight time pay in addition to the hours worked.

**8.03 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 5, 6, 7 or 8 hours may be assigned, subject to the provisions of Article 8.05.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

#### **8.04 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 build and maintain shifts of 8, 7, 6, 5 or 4 hours as the only recognized shifts. Wherever possible, all eight (8) hour shifts will be scheduled before (7) hour shifts are scheduled, with a similar progression downward to four (4) hour shifts.
- (b) The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts or incur any penalty.

#### **8.05 ASSIGNMENT OF SHIFTS BY SENIORITY**

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

#### **8.06 DAYS OFF**

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

- (a) All employees shall receive two (2) consecutive days off in each seven (7) days, except as provided in 8.12(g) i) and ii).
- (b) Notwithstanding (a) above, employees who work in the Lounge or Pub Departments shall receive two (2) days off in each seven (7) days, but the days off need not be consecutive where that department operates less than seven (7) days per week.

#### **8.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS**

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

**8.08 UNPAID MEAL BREAKS**

- (a) 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 or more than one (1) hour on the employee's own time.
- (b) The meal break is in addition to the hours of work which are scheduled under Article 8.04.

**8.09 REST PERIODS**

- (a) All employees are entitled to rest periods in accordance with the following schedule:
  - i) four (4) hours - one ten (10) minute rest period
  - ii) five (5) hours - one ten (10) minute rest period
  - iii) six (6) hours - one 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.

**8.10 PAYMENT FOR TIME IN LIEU OF BREAKS**

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

Examples of missing all breaks:

<u>Shift Length</u>	<u>Entitlement</u>
4 hours	1-10 minute
4 hours pay for work plus 10 minutes	

5 hours	1-10 1-30
5.5 hours pay plus 30 minute penalty	
6 hours	1-10 1-30
6.5 hours pay plus 30 minute penalty	
7 hours	2-10 1-30
7.5 hours pay plus 30 minute penalty	
8 hours	2-10 1-30
8 hours pay plus 30 minutes pay at OT rates plus 30 minute penalty	

**8.11 EMPLOYEE'S RESPONSIBILITY: WORK START TIME**

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

**8.12 WORK SCHEDULES**

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
  - employee's name
  - 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.

**8.13 CHANGES IN WORK SCHEDULES**

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.

- (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 times for the first shift of the new schedule.
- (e) In situations where an employee has not been provided with notice of a change in their work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:
  - i) two (2) hours pay unless the employee is unfit to perform their duties or the employee 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 the employee's 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 16.04 will receive notice required in Article 8.13 (b) and (c).
- (g) The parties agree that no overtime penalty will be imposed on the Employer should a service employee's off days be required to be changed for sound business reasons.

In such cases, and prior to changing the schedule, the Employer will provide the employee with the opportunity to choose one of the following two (2) options:

- i) a reduction of actual hours the employee works for the week in which the schedule change occurs; or
- ii) split off days within the week in which the change occurs.

This provision of the Collective Agreement is not intended to erode the benefits contained within Article 8.06(a) of the Collective Agreement. This provision is intended to provide scheduling flexibility when business needs change.

#### **8.14 SCHEDULING OF OVERTIME**

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

- (a) Overtime to a maximum of four (4) hours shall be offered to the senior employee on shift who possesses the necessary skills for such duties, provided such overtime is the continuation of an existing shift. All other overtime shall be assigned by seniority in the following order:
  - i) the overtime hours will be offered to the most senior employee within the classification and department;
  - ii) if the most senior employee declines the offer, the overtime hours will be offered to other employees within the classification and department in the order of their seniority;
  - iii) if no employee within the classification and department is willing to work the overtime hours, the Employer may assign them to any other available employee within the hotel in the order of seniority.
- (b) The employee shall make an election as to the method of payment for overtime twice annually, either to bank their overtime hours or to be paid out their overtime hours on the dates of April 30<sup>th</sup> and October 31<sup>st</sup>.

## **ARTICLE 9 SENIORITY**

### **9.01 SENIORITY ENTITLEMENT DEFINED**

- (a) Seniority: For the purpose of this Agreement, "seniority" shall be defined as an employee's total length of continuous service identified in hours worked within the employee's classification within a particular department in the Employer's operation.
- (b) Department: For the purpose of this Agreement, the term "department" shall be understood to mean those departments identified within this Agreement.
- (c) Seniority: Is used to determine the order of layoff and recall within a classification within a particular department.

- (d) Where an employee is regularly scheduled in different classifications and/or departments the employee's seniority will accrue in the department and classification where most hours are worked. It is understood that hours which are worked in a department different from that in which the seniority of the employee is held shall not be accrued toward the seniority of the employee except for purposes of Article 16.09.
- (e) In the event that an employee is regularly scheduled to work an equal amount of hours in two (2) different classifications, the employee can elect which classification they will accrue seniority. Once the choice is made it cannot be altered.
- (f) Annual vacation entitlement will be determined by the employee's total years of service in the hotel and the employee shall be granted holidays according to that established seniority.
- (g) While the Employer has no obligation to offer extra work to any person outside the classification, should it be decided to offer such work to persons inside rather than outside the hotel, the principles of seniority first within the department and then within the hotel will apply, provided such senior person possesses the necessary skill and ability to perform the full measure of the work required.

## **9.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT**

- (a) For the purpose of this Agreement "seniority" shall only apply to an employee who has completed their probationary period.
- (b) Upon successful completion of the probationary period, an employee will be credited, for the purpose outlined in (a) above, with the total number of hours worked during the probation period.

## **9.03 ACCRUAL OF SENIORITY**

- (a) Accrual of Seniority: Seniority shall be accrued on the basis of completed working hours. When determining what hours are counted as working hours, the following shall apply:
  - i) any time off paid for by the Employer;
  - ii) time off as a result of an injury or illness which is proven to be work related, shall be counted as time worked, provided that a related claim is accepted by either the Workers' Compensation Board or the Health and Welfare Plan provided for in this Agreement;
  - iii) up to one (1) month of consecutive time off for a leave of absence pursuant to Article 15.01 shall be counted as time worked;

- iv) time spent on an approved educational course or negotiating committee shall be counted as working hours;
  - v) non-occupational illness or injury for a period of up to six (6) months;
  - vi) Maternity and Paternal Leave in accordance with prevailing Employment Standards Legislation.
- (b) Loss of Seniority: An employee will lose all seniority rights where that employee:
- i) voluntarily terminates their employment;
  - ii) is discharged for just and reasonable cause;
  - iii) is on layoff more than six (6) consecutive months;
  - iv) the employee does not return to work on the date specified following an approved leave of absence other than medical;
  - v) the employee receives severance pay in accordance with the terms of this Agreement in Article 16.09;
  - vi) is promoted and/or transferred as per Article 10 to a position outside the bargaining unit.
  - vii) notwithstanding the foregoing, when an employee is laid off because of the closure of an Employer's facilities for renovations, the employee's seniority will be frozen for the duration of that layoff period, even if the layoff period is longer than six (6) consecutive months.
- (c) Seniority Retained But Not Accrued: Seniority shall be maintained but not accrued, in the following situations:
- i) during any absence not referred to in (a) above for which the Employer does not pay the employee directly;
  - ii) during the term of an approved leave of absence except as provided in 9.03(a) iii).

#### **9.04 SENIORITY LISTS**

- (a) The Employer agrees to post departmental seniority lists on or before the 1st day of February and the 1st day of August in each year. The periods for calculating the hours worked shall be January 1st to June 30th for the August list and July 1st to December 31st for the February list.

- (b) The seniority lists shall contain the following information:
  - i) the employee's name;
  - ii) the date from which the employee's service seniority is calculated;
  - iii) the number of hours of seniority accrued;
  - iv) the employee's job classification.
- (c) 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 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.

The language of this clause will be reproduced on the posted seniority list.
- (d) At the time of posting, a copy of the seniority lists shall be given to the Shop Steward or Chairperson. Where there is no Shop Steward or Chairperson, a copy will be forwarded to the union Business Representative.
- (e) New employees will be added to the departmental seniority list upon commencement of employment.
- (f) Should an employee have been assigned more hours outside their classification during a calculation period, then a transfer or promotion will be deemed to have taken place and the employee will be placed on the new seniority list, in the new classification, with credit for hours accrued during the calculation period. In such cases, Article 10.03 will apply at the time the new seniority list is posted.

## **9.05 SENIORITY AND LEAVE OF ABSENCE**

No employee shall have the right to claim seniority if the employee has been on a leave of absence in excess of three (3) months, except as provided in Article 15.01 and 15.02.

## **ARTICLE 10 PROMOTIONS, TRANSFERS, LAYOFF AND RECALL**

### **10.01 PROMOTION**

The Employer, when considering applicants for promotion, will apply seniority, provided however that the employee who claims the right to exercise their seniority for the purpose of such promotion possesses the primary qualifications of character, integrity, attitude, efficiency and ability to satisfactorily perform the full measure of the work required.

### **10.02 TRANSFERS**

- (a) Transfers offered by the Employer from one department to another will take place only with the consent of the employee.
- (b) Transfers from one department to another cannot take place unless there is a vacancy or a new position has been created, and no employee will be laid off because of such transfer.

### **10.03 PROMOTION AND TRANSFER TRIAL PERIOD**

- (a) Any employee who is granted a promotion or transfer appointment by the Employer, shall be on a trial period for up to sixty (60) days. During this trial period, the employee must demonstrate that they can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should the employee decide during the trial period that they do not want to continue in the job, then the employee may be returned to their 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.

### **10.04 DEMOTIONS AND SENIORITY**

When layoffs occur within any department, the employee with the least seniority in the classification shall be the first employee to be laid off, it being understood that employees who have no expectation of recall for a period of sixty (60) days:

- (a) Shall be demoted to lower classifications if the employee affected by the layoff has held seniority in the lower classification to which they are being demoted.
- (b) an employee who has been promoted from one classification to another and subsequently demoted to the lower classification shall within that lower classification have seniority according to length of service in the department and shall, if a layoff occurs, be laid off accordingly and shall be recalled in inverse order to that in which the employee was laid off.

### **10.05 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. Employees on probation will be laid off before employees holding seniority.
- (b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.

- (c) 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 their recall rights.
- (d) 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.

#### **10.06 DEPARTMENT CLOSURE**

Employees affected by the permanent closure of a department will be given first consideration in filling vacancies in which they have previously been employed by the hotel subject to the employee possessing the necessary skill and ability to perform the job.

### **ARTICLE 11 ADMINISTRATION**

#### **11.01 WAGE RATES**

The minimum wage rates provided in the attached applicable appendix shall cover the job description and classifications of labour within the jurisdiction of Local 40 and shall remain in effect throughout the specified or extended term of this Agreement.

#### **11.02 COMBINED CLASSIFICATIONS**

Where an employee occupies a position which combines two (2) or more classifications of work (except as otherwise provided) the employee shall be paid at the rate of the highest classification provided the employee 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 the employee shall then be paid the higher rates for the actual amount of time accordingly.

#### **11.03 WAGE RATE CONDITIONS**

- (a) The wage rates outlined in the attached appendix are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.
- (b) In cases where the Employer has granted an employee a rate higher than that provided in the Agreement, the premium cannot be withdrawn unless it was granted

on a conditional basis and the condition has been exhausted or withdrawn. Otherwise, such a premium can only be withdrawn at the time when the wage rates are being negotiated.

- (c) All wage increases shall apply to all employees unless otherwise specified in this Agreement.

#### **11.04 ENTRY LEVEL WAGE RATES**

- (a) For the first six (6) calendar months of employment an employee shall receive seventy-five (75) percent of the contractual hourly wage rate for the classification in which the employee is working.
- (b) After six (6) calendar months from the date of hire, the rate will be increased to eighty-seven and one-half (87.5) percent.
- (c) After one (1) calendar year from date of hire, the rate will be the classified rate.
- (d) Transfers or promotions within a hotel will not necessitate the employee reverting to an entry level rate.
- (e) 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.
- (f) 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.
- (g) In the application of this Article, no employee will be paid a lower hourly rate than that set by the Employment Standards Act of the Province of British Columbia.

#### **11.05 NEW CLASSIFICATIONS & WAGE RATES**

- (a) 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.
- (b) Should this Article be used in conjunction with Letter of Understanding #12, the authority of the Arbitrator will be expanded to include the issues of Severance Pay, Health & Welfare/Pension/Assessment and Wage Rates.

#### **11.06 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 the employee's resignation.

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

**11.07 ELECTION DAYS**

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

**ARTICLE 12  
STATUTORY HOLIDAYS**

**12.01 STATUTORY HOLIDAYS**

The following shall be considered Statutory Holidays:

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

After one (1) year continuous service the floating holiday will be taken, each calendar year, at a time mutually agreeable to the employee and the Employer payable at 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.

**12.02 STATUTORY HOLIDAY FALLING ON DAY OFF**

In the event that an employee's day off falls on a statutory holiday, the employee shall receive their normal days wages as calculated in Article 12.03 (b).

**12.03 PAYMENT FOR STATUTORY HOLIDAYS**

- (a) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.

- (b) For purposes of this Article, a normal days pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours the employee has worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal days pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.
- (c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half times the employee's normal wage rate for any hours so worked, on all statutory holidays in addition to pay received under (a) above. An employee who works more than their regularly scheduled hours shall be paid double time and one-half for all such hours worked.

#### **12.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY**

- (a) To be eligible to receive pay for a statutory holiday, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (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.

#### **12.05 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 the holiday, without reasonable cause, or without leave of the Employer, that employee shall not receive any pay for such holiday.
- (b) The Employer is entitled to require the employee to substantiate the "reasonable cause" for their absence.

#### **12.06 NORMAL SCHEDULE**

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

#### **12.07 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION**

- (a) Should any statutory holiday occur during an employee's vacation period, the formula in Article 12.03(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 12.03(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 12.03(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 13  
ANNUAL VACATION**

**13.01 EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE**

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

**13.02 ANNUAL VACATION**

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

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Annual Vacation Pay</u>
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 but less than 25 years	5 weeks	10%

25 years or more

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 9.03 and 13.05 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 for the preceding year.
- (d) "Gross earning" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.
- (e) Holiday pay will be issued on a cheque separate from the employee's regular pay cheque.

### **13.03 VACATION SCHEDULING PREFERENCE BY SENIORITY**

Employees shall have preference according to seniority with respect to annual vacation within their departments and classifications provided they file applications by January 15th of each year for vacations to be taken during that year.

The Employer will respond to these applications, in writing, by February 15th. Applications filed outside these guidelines must be answered in writing within two (2) weeks from receipt of application, with vacations being granted on a first come first serve basis. Applications for vacation time are to be in writing.

### **13.04 VACATION SCHEDULING**

- (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) It is intended that vacations are to be taken as outlined in this Agreement and, accordingly, vacation pay will only be given at the time the vacation is taken.

### **13.05 CREDITS ON TRANSFER WITH SAME EMPLOYER**

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.

- (a) It is clearly understood that where an employee requests a transfer, Article 13.05 shall not apply.

## **ARTICLE 14**

## **HEALTH AND WELFARE/PENSION AND MONTHLY ASSESSMENT ACCOUNT**

### **14.01 BENEFITS**

- (a) The Employer provides its own health and welfare plan and is not a participant in the health and welfare plan between the Union and Hospitality Industrial Relations.
- (b) After three (3) months' full-time service (minimum of 30 hours per week): MSP coverage as outlined in the Employer's current health and welfare package.
- (c) After six (6) months' full-time service (minimum of 30 hours per week): full coverage including 100% prescription coverage, comprehensive dental, extended health care, vision care and death benefits. This also includes critical illness coverage, as well as sickness and wage loss coverage.
- (d) The Employee's entitlement under the Health and Welfare Benefit Plan will always be subject to the terms and conditions of the plans and policies as they may change from time to time. The Employer's liability is limited to arranging the plans and paying the applicable premiums. The Employer is not liable for any failure or refusal of coverage by a third party for any reason.

### **14.02 SICK DAYS**

The Employer agrees to provide three (3) paid sick days a year. Such days shall not be cumulative and shall not have any residual value if not utilized in a *bona fide* manner. This benefit shall be subject to Article 17.02(i).

### **14.03 RRSP**

- (a) The Employer provides contributions to an RRSP plan and is not a participant in the Hotel, Restaurant & Culinary Employees & Bartenders Union, Local 40 Pension Plan.
- (b) After one year service the Employer will match the Employee up to 2% of their income per pay period (equivalent to one weeks pay).
- (c) After five years service the Employer will match the Employee up to 4% of their income per pay period (equivalent to two weeks pay).
- (d) After ten years service the Employer will match the Employee up to 6% of their income per pay period (equivalent to three weeks pay).

### **14.04 PENSION DEED OF TRUST**

It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust between the Union and the B.C. Hotel's Association in regards to Health, Welfare and Pension, shall be binding on the signing parties. This shall at no time determine the hourly rates as defined within the Collective Agreement, Article 15.

**14.05 MONTHLY ASSESSMENT ACCOUNT**

It is agreed that the Employer shall contribute eight cents (\$0.08) for each hour worked by each employee covered by this Agreement to the Monthly Assessment Account.

**14.06 EMPLOYER STATEMENT**

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

**14.07 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 \$ 50.00. The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

**14.08 INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS**

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the Employer's timebook, to ensure that the proper contributions are being remitted pursuant to Article 14.01 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.

**14.09 TABLE OF CONTRIBUTIONS**

DESCRIPTION	JUNE 1'05	AUG. 1'06	JUNE 1'07	JUNE 1'08
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Health & Welfare Employer	\$1.02	\$1.055	\$1.055	\$1.055
Health & Welfare Employee	\$0.06	\$0.09	\$0.09	\$0.09
Pension	\$0.33	\$0.36	\$0.39	\$0.42
Assessment	\$0.08	\$0.08	\$0.08	\$0.08

**ARTICLE 15  
LEAVES OF ABSENCE**

**15.01 LEAVE OF ABSENCE : EMPLOYEE ELECTED TO UNION OFFICE**

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a position within the Union for a period of up to and including five (5) years.
- (b) A request for such an approval leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by an Officer of the Union.
- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

**15.02 LEAVE OF ABSENCE: UNION CONVENTIONS & EDUCATIONAL PROGRAMS**

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

hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.

- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence, from any one (1) department.

### **15.03 LEAVE TO APPEAR AS WITNESS**

- (a) Subject to the provisions of Paragraph (b), any employee covered by this Agreement who is required to attend any commission, court or hearing, to give evidence in any civil or criminal case respecting the hotel in which the employee is employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay and a maximum of eight (8) hours pay.
- (b) For the purposes of this Article 15.03, a commission, court or hearing does not include a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union.
- (c) Notwithstanding Paragraph (b), an employee who is called by the Employer to give evidence at a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union, shall be compensated in accordance with the provisions of Paragraph (a).
- (d) The regular shift schedule will be maintained during any period of witness duty as described in this Article. An employee will have an entitlement and an obligation to complete that schedule should witness attendance so allow, provided that it will not extend to the creation of more than an eight (8) hour work day (including time in court).

### **15.04 BEREAVEMENT LEAVE**

- (a) A regular employee will be granted three (3) days off without loss of pay in the event of the death of a member of the employee's immediate family. Whenever possible, one (1) of the days off will be the day of the funeral.
- (b) "Immediate family" shall be understood to include the employee's mother, father, stepparents, son, daughter, stepchildren, sister, brother, spouse, father-in-law or mother-in-law, grandparents, grandchildren.
- (c) For purposes 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.

### **15.05 MATERNITY AND PARENTAL LEAVE**

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

#### **15.06 JURY AND WITNESS DUTY**

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

#### **15.07 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. All leaves of absence under this Article must be granted in writing.

#### **15.08 RETURN FROM LEAVES**

- (a) In cases of indefinite absence under Articles 15.01, 15.03, 15.05 and 15.06 employees are entitled to reinstatement in their former position within forty-eight (48) hours, with all rights and conditions which the employee formerly enjoyed, according to the terms of the Agreement which is in effect at the time of the employee's return.
- (b) In cases involving an indefinite absence where the Employer has hired a new employee into the classification to cover for the absent employee, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

### **ARTICLE 16 MISCELLANEOUS EMPLOYEE ENTITLEMENTS**

#### **16.01 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.

#### **16.02 MEAL ENTITLEMENT**

A wholesome meal shall be supplied by the Employer to all employees 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.

#### **16.03 EMPLOYEE ATTENDANCE AT STAFF MEETINGS**

- (a) Where an employee is directed by the Employer to attend a staff meeting during the employee's regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (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. If an employee is directed by the Employer to attend a staff meeting while on days off, he/she will be compensated a minimum of two (2) hours pay.
- (d) Where an employee is directed by the Employer to attend a staff meeting during the employee's regular days off, the employee shall be compensated at their regular hourly rate for the time spent in such meeting.

#### **16.04 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 their former position within forty-eight (48) hours, with all rights and conditions which the employee formerly enjoyed, according to the terms of the Agreement which is in effect at the time of the employee's return, subject to the further conditions which follow.

- (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 an absence where the Employer has hired a new employee into the classification to cover for the absent employee, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.
- (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.

#### **16.05 NO INDIVIDUAL CONTRACTS OR AGREEMENTS**

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

#### **16.06 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.

#### **16.07 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 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.

#### **16.08 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 (13) inches in base diameter. No employee shall be permitted to supply or carry their own tray.

#### **16.09 SEVERANCE PAY**

- (a) All employees, upon termination, shall receive twelve (12) hours pay for each year of continuous service in the establishment. Employees formerly under the jurisdiction of Local 835 shall be entitled to eight (8) hours pay for each year of continuous service from January 1, 1972 to April 30, 1981 and twelve (12) hours pay for each year of continuous service after May 1, 1981.
- (b) Employees who qualify under this clause must have been employed for one year in the establishment and must 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 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 Article will not apply in cases of discharge for cause or in cases of an employee's resignation when an employee does not provide one (1) week's written notice of her/his resignation.

#### **16.10 CASHOUT IN THE EVENT OF SALE OR TRANSFER**

- (a) In the event a hotel is sold or transferred, all employees shall be paid severance pay up to the date of such sale by the outgoing owner or lessee. After payment has been made continuous service for the purpose of severance pay commences a new starting date from date of each sale. No duplication or pyramiding of payments is intended.
- (b) In the event of a transfer of shares from one shareholder to another and/or in the case of the sale of shares by one or more of the shareholders to new shareholders, it is understood that the new shareholder(s) will pay out accrued severance pay to the employees or will agree in writing to the signatories to this Collective Agreement

and to the employees that the new shareholder(s) is assuming the liability for accrued severance pay.

#### **16.11 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.

#### **16.12 HEALTH AND SAFETY - FIRST AID ATTENDANT**

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

#### **16.13 INJURY PAY**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury or illness, shall receive payment for the remainder of their shift.

### **ARTICLE 17 EMPLOYEE CONDUCT AND DRESS**

#### **17.01 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.

#### **17.02 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.

- i) The Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for either the employee's absence from work, or the employee's return to work. This requirement for a medical certificate/doctor's note will normally be waived by the Employer for employees who are, in the opinion of the employer, generally regarded as having a fully satisfactory work and attendance record.

- ii) 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 their 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.
- iii) 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.
- iv) 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 14.02. 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.

### **17.03 AUTHORITY RE: CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS**

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

### **17.04 PROPER DRESS**

- (a) All employees shall wear, in the absence of uniforms provided by the Employer, black trousers or skirts and white blouses or shirts. A tie may be required to be worn and such tie shall complement the attire worn. This dress and the cleaning thereof shall be the responsibility of the employee. Any additional specific articles or styles of clothing required by the Employer shall be provided and cleaned by the Employer at no cost to the employee.
- (b) Other than as defined in (a) above, the Employer is not entitled to specify clothing of specific colour, style or quality.

### **17.05 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.

## **17.06 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 18 LIQUOR CONTROL AND REGULATION**

### **18.01 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 instructions to acquaint them with the relevant provisions of the Liquor Control Legislation and Regulations and the importance of complying with those regulations.

### **18.02 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, the employee 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.

### **18.03 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 19 DISCIPLINE AND DISCHARGE OF EMPLOYEES**

### **19.01 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 the employee 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 Chairperson will be notified and provided with the reasons for the discharge.
  - (c) Where no Shop Chairperson is recognized the Shop Steward will receive this information.

## **19.02 DISCIPLINE WARNINGS**

Effective the date of ratification of this Agreement, any verbal or written warning, covering any matter other than sexual or personal harassment, theft, breach of trust, or acts of violence, that has been placed on the file of an employee, will subsequently be removed from his or her file as soon as the employee has been employed for a further continuous period of twelve (12) months without incurring an additional disciplinary penalty of any kind.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

### **20.01 DEFINITION AND RECOGNITION OF A GRIEVANCE**

- (a) 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.
- (b) Any such complaint, disagreement or difference of opinion will not be recognized unless the grievance procedure is followed.

### **20.02 INFORMAL STEP**

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward for the department in which the employee works. Where no Department Steward exists, the employee may choose to be accompanied by the hotel Shop Steward.

### **20.03 STEP ONE**

- (a) 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.

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

#### **20.04 STEP TWO**

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

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

#### **20.05 STEP THREE**

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- 1) the optional grievance procedure provided for in 20.14;
- 2) a single Arbitrator;
- 3) full arbitration;
- 4) use the Fast Track Med/Arb Process in Article 20.15.

#### **20.06 UNION AND EMPLOYER POLICY OR GENERAL GRIEVANCE**

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

#### **20.07 TIME LIMITS**

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

**20.08** Whether done so orally or in writing, no answer provided by the Employer at Step One, nor any element of the discussions between the parties at Step One or Step Two, may be introduced as evidence at any later step in the Grievance Procedure, unless done by mutual consent in any particular case.

#### **20.09 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES**

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

#### **20.10 BOARD OF ARBITRATION OR SINGLE ARBITRATOR**

- (a) Seven (7) full days (excluding Sundays and Holidays) shall be allowed for the setting up of a Board of Arbitration or a single Arbitration or a single Arbitrator. In the case of a Board of Arbitration, it shall be composed of one (1) representative of the Union and one (1) representative of the Employer.
- (b) In the case of a Board of Arbitration the two (2) selected representatives will select an impartial Chairperson. In the case of a single Arbitrator, the parties will select an impartial Arbitrator. In the event the representatives or the parties are unable to agree on a Chairperson or Arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be asked to appoint one.

#### **20.11 ARBITRATION HEARING AND AWARD**

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

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

#### **20.12 AUTHORITY OF THE ARBITRATION BOARD**

The parties to the arbitration recognize that the authority of the Arbitration Board is set out in Section 89 of the Labour Relations Code of British Columbia.

#### **20.13 COST SHARING**

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

#### **20.14 OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE**

The parties have agreed to initiate an optional grievance investigation procedure for the specified term of the Agreement, in accordance with the following:

(a) Purpose and Scope

Recognizing that there are times and circumstances in which it may be necessary to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties have agreed to provide for an optional grievance investigation procedure.

The process is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

(b) Optional Grievance Investigation Procedure

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties will appoint one of the persons named herein as "Investigators", or a substitute agreed to by the parties, to:

- 1) investigate the difference;
- 2) define the issue in the difference, and
- 3) make written recommendations to resolve the difference within (5) days of the date of receipt of the request and, for those (5) days from that date, time does not run in respect of the grievance procedure.

(c) Cost Sharing

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

(d) Investigators-Alternates Agreed to, and Selection

The parties have agreed that for the term of this Agreement the persons named in a Letter of Understanding will be recognized as their "Investigators" for the purposes of this investigation procedure, subject to receiving their respective

consents to their appointment.

Selection of a particular named individual to serve in each instance shall be by agreement of the parties. Should the parties fail to agree on the selection, then the person next on the list after the last appointment shall be chosen.

(e) Option Choice and Timing

Either party may choose to implement the investigation procedure provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision, within five (5) working days of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.

The party receiving notification may refuse to accept the investigator procedure, in which case the arbitration provisions of this Agreement are then available and the time limit contained in that article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within five (5) working days.

(f) Binding Recommendations

While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the appointment of the Investigator.

## **20.15 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 20 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. - Local 40).
- 2) The outcome will be binding on the parties.
- 3) Each party to the arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.
- 4) The procedure cannot be used should an application for a Settlement Officer under Section 87 of the Labour Relations Code have been made by either party.

- 5) 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.
- 6) The number of cases to be heard at any given time will not exceed three (3).
- 7) The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
- 8) Wherever possible the arbitrator will attempt to mediate a settlement between the parties.
- 9) In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
- 10) 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.
- 11) General rules of evidence will be waived except for the rule of "onus".
- 12) The offices of Hospitality Industrial Relations and of Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 will be used for the process on an alternating basis starting with the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 offices.
- 13) 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 the arbitrator. 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 the arbitrator's 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.

With respect to grievances involving customer complaints, the following will apply:

- i) the person to whom the complaint was given be called to testify;
- ii) bargaining unit or staff employees who can provide direct evidence with respect to the evidence be called to testify;
- iii) wherever possible, the complaint be committed to writing, in the customer's own handwriting;
- iv) prior to the hearing, the parties discuss the evidence so there are no surprises.

The Mediator/Arbitrator will be selected from the list contained in Letter of Understanding #1.

## **ARTICLE 21 DEFINITIONS**

### **21.01 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.

### **21.02 TIME SPAN REFERENCES**

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

### **21.03 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
- Specialty Dining Room
- Dining Room
- Coffee Shop
- Cocktail Lounge
- Public House (Neighbourhood Pub)
- Cabaret
- Banquets
- Maintenance
- Housekeeping
- Security
- Parking
- Licensed Retail Store

#### **21.04 BANK ROLLING**

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

#### **21.05 FIRST MIXEROLOGIST (FIRST BARTENDER)**

- (a) The job duties of the First Mixerologist (First Bartender) include the mixing and serving of beverages and any other duties consistent with bartending. The First Mixerologist may be required to take stock and direct the working force within the confines of the cocktail area. The First Mixerologist is responsible for the general cleanliness of the bar and utensils, and general tidiness of all stations while working without a server. General cleanliness includes cleaning out the refrigerator, cleaning the bar and bar fixtures, sinks, taps, all working surfaces, bottles and containers.
- (b) In circumstances where the operation of the bar requires only one person, the First Mixerologist (First Bartender) shall also perform the job duties of the Second Mixerologist (Second Bartender) and Bar Porter. The First Mixerologist is not obligated to perform any janitorial duties other than the general cleanliness of the bar and utensils and general tidiness of all stations while working without a server.
- (c) Zahming and full cleaning of glasswashers that includes breakdown of piping will be undertaken at the request of the Employer and shall be considered as paid time.

#### **21.06 SECOND MIXEROLOGIST (SECOND BARTENDER)**

- (a) The job duties of the Second Mixerologist (Second Bartender) shall include the mixing and serving of beverages, the preparation of all required fruit and juices. The Second Mixerologist is not obligated to take stock or keep a daily meter reading sheet. The Second Mixerologist is responsible for the general cleanliness of the bar and utensils, and general tidiness of all stations while working without a server. General cleanliness includes cleaning out the refrigerator, cleaning the bar and bar fixtures, sinks, taps, all working surfaces, bottles and containers.
- (b) In circumstances where the operation of the bar requires only two people, the Second Mixerologist (Second Bartender) shall also perform the job duties of the Bar Porter. The Second Mixerologist is not obligated to perform any janitorial duties other than the general cleanliness of the bar and utensils and general tidiness of all stations while working without a server.
- (c) Zahming and full cleaning of glasswashers that includes breakdown of piping will be undertaken at the request of the Employer and shall be considered as paid time.

#### **21.07 BAR PORTER**

- (a) The duties of the Bar Porter shall include the preparation of all necessary fruit and juices, keeping the fridge stocked, and washing glasses. The Bar Porter is also responsible for the general cleanliness of the bar and utensils, under the direction of the Mixerologists (Bartenders). The Bar Porter may not perform duties normally performed by the Bartender (Mixerologist) or a server, and the Bar Porter's duties are confined to licensed areas only.
- (b) The Employer is entitled to choose not to use a bar porter in any particular situation. In the event that the Employer does choose not to use a bar porter, the duties of the Bar Porter shall be assigned to the Mixerologists (Bartenders).

#### **21.08 MIXEROLOGIST (BARTENDER) WAGE RATES**

It is agreed that job classifications and wage rates set out in Clause 21.05 of this Article and the applicable appendices will apply to all Mixerologists (Bartenders) except where two (2) or more Mixerologists (Bartenders) are required. Where two (2) or more Mixerologists (Bartenders) are required, one (1) shall be designated and paid as First Mixerologist (First Bartender) and the balance shall be paid in accordance with Clause 21.06 and the applicable appendices.

#### **21.09 ROOM ATTENDANT WORK LOAD**

Duties of Room Attendant work load and content, where a room attendant presents a grievance to the Union on any matter pertaining to work load 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 work load and content for the Employer's hotel only.

## **21.10 SERVICE BARTENDER**

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

## **ARTICLE 22 EMPLOYEE TIME BANK**

### **22.01 EMPLOYEE TIME BANK**

Hours will be accumulated in the employee's bank as follows:

- (1) Hours equivalent to any overtime pay or statutory holiday pay the employee designates to their bank for future paid time off;

All use of time bank hours will be utilized at a time mutually agreed upon by the employer and employee. Such requests will not be unreasonably denied.

The employer shall keep an up-to-date record of each employee's time bank hours and provide an accounting to each employee on request.

Upon termination of employment, employees shall receive a payout of all hours banked on their final pay cheque.

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

SIGNED ON BEHALF OF:

LAUREL POINT INN

UNITE HERE LOCAL 40

\_\_\_\_\_  
Laurel Point Inn

\_\_\_\_\_  
Jim Pearson  
President/Administrator

**LETTER OF UNDERSTANDING #1**

**between**

**LAUREL POINT INN**

**and**

**UNITE HERE LOCAL 40**

It is understood and agreed that the persons acting under Article 20 as Arbitrators or Investigators shall be drawn from the following list:

P. Devine  
J. Dorsey  
B. Foley  
J. Korbin  
S. Lanyon  
V. Ready  
J. McEwen

or such others as may be agreed by the parties and added to the list from time to time.

LAUREL POINT INN

UNITE HERE LOCAL 40

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Laurel Point Inn

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Jim Pearson  
President/Administrator

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Date

**LETTER OF UNDERSTANDING #2**

**between**

**LAUREL POINT INN**

**and**

**UNITE HERE LOCAL 40**

It is agreed that if a Licensed Retail Store is found to be within the jurisdiction of the Union, the wage rates and other monetary benefits will be applied at that time and not on a retroactive basis. It is agreed that the wage rate will apply in accordance with Article 11.02 and 11.04 of the Collective Agreement.

LAUREL POINT INN

UNITE HERE LOCAL 40

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Laurel Point Inn

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Jim Pearson  
President/Administrator

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Date

**LETTER OF UNDERSTANDING #3**

**between**

**LAUREL POINT INN**

**and**

**UNITE HERE LOCAL 40**

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.

This shall not preclude changing the aforementioned partners and shareholders and the Union shall be advised of the change in writing.

LAUREL POINT INN

UNITE HERE LOCAL 40

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Laurel Point Inn

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Jim Pearson  
President/Administrator

---

Date

**LETTER OF UNDERSTANDING #4**

**between**

**LAUREL POINT INN**

**and**

**UNITE HERE LOCAL 40**

During the course of the negotiations for the 2002-2006 Collective Agreement, it was agreed that bargaining units who do not participate in the Health and Welfare Plan and the Pension Plan identified in Article 14 should pay any increase which was negotiated in that Article to the wage rates of the employees.

For those bargaining units, an increase in all classified rates of three cents (\$.03) per hour will apply on December 1, 2002, an additional three cents (\$.03) per hour on December 1, 2003 and an additional three cents (\$.03) per hour on December 1, 2004. These increases will be in addition to the negotiated wage increases.

LAUREL POINT INN

UNITE HERE LOCAL 40

\_\_\_\_\_  
Laurel Point Inn

\_\_\_\_\_  
Jim Pearson  
President/Administrator

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #5**

**between**

**LAUREL POINT INN**

**and**

**UNITE HERE LOCAL 40**

The following is the understanding reached between the parties regarding the numbers of shifts a person holding the contractual classification of Bar Manager may work on the bar.

- (1) The status quo of the classified position of Bar Manager who is within the scope of the bargaining unit will be maintained and protected at each property insofar as it relates to working shifts and/or relief on the bar as at April 15, 1989.
- (2) Should the current Bar Manager terminate their relationship at a property for any reason, then Mixerologists who are working less than forty (40) hours per week will be eligible to claim the hours on the bar previously worked by that Manager.
- (3) Should a new Bar Manager be hired, the new Bar Manager may work shifts on the bar only after all current Bartenders have claimed hours available.

The status quo will again be maintained and protected at the time the new Bar Manager is working the number of bar shifts previously worked.

Should a number of shifts be worked which are less than the "status quo" they too will be maintained and protected.

Examples

- (a) Mixerologist 40 hours  
Mixerologist 40 hours Status Quo Currently  
Mixerologist 24 hours  
Bar Manager 16 hours
- (b) Bar Manager leaves - new one hired  
  
Mixerologist 40  
Mixerologist 40  
Mixerologist 40  
Bar Manager 0  
Mixerologist receiving 24 hours is increased to 40 on bar - none for new manager.
- (c) Extra shift becomes available due to volume or if a Mixerologist opts for shorter hours.

<u>Volume</u>		<u>Voluntary Shorter Hours</u>
Mixerologist 40	or	Mixerologist 32
Mixerologist 40	or	Mixerologist 40
Mixerologist 40	or	Mixerologist 8
Bar Manager 8	or	Bar Manager 8

Bar Manager maintained and protected.

- (d) Now Mixerologist leaves, 40 hours become available.

Mixerologist 40  
Mixerologist 40  
Mixerologist 24  
Bar Manager 16

Back to full status quo maintained and protected.

- (e) Lack of work after status quo protected.

Mixerologist 40  
Mixerologist 40  
Mixerologist 16  
Bar Manager 16

Bottom Mixerologist out by 8 hours.

LAUREL POINT INN

UNITE HERE LOCAL 40

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Laurel Point Inn

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Jim Pearson  
President/Administrator

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Date

## LETTER OF UNDERSTANDING #6

between

LAUREL POINT INN

and

UNITE HERE LOCAL 40

- (a) It is understood that an Employer may wish to establish a dress code in a department in order to bring about a similarity to the employee's dress or to be consistent with renovations that may have occurred.
- (b) If an employee or group of employees deem the standard to be one which is unreasonable, arbitrary, or causes financial hardship or embarrassment, the matter may be referred to the signatories to the Collective Agreement for attempted resolution.
- (c) Should the parties be unable to agree, either party may request that the matter be referred to a third party chosen from the list contained in Letter of Understanding #1. This person will be provided with the position of each party in writing. Each party will have the opportunity to advance oral reasons for their position. Any decision reached by the third party will be considered binding.
- (d) It is further agreed that a dress standard will not be imposed should the resolution process be invoked until that process has rendered a decision.
- (e) It is also agreed that a standard will not be imposed that would result in the elimination of a uniform currently provided to the employee by the Employer.
- (f) It is further agreed that by virtue of certain job duties such as stocking, tapping kegs, heavy lifting, etc, the wearing of a skirt or dress may cause personal embarrassment or discomfort. In such cases the parties may agree that slacks are the appropriate mode of dress.

The slacks must conform with the dress standard of the other employees in the department and to that end the Employer may make provision for the employee to purchase suitable garments from the hotel supplier.

- (g) Should any disagreement arise under clause (f) above, the matter will be dealt with as outlined in clause (c).
- (h) It is agreed that the consideration in (f) above is related solely to job duties and not to personal preference.
  - (i) It is further agreed that (h) above does not apply to the provisions set out in (b) above.

LETTER OF UNDERSTANDING #6

LAUREL POINT INN

UNITE HERE LOCAL 40

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Laurel Point Inn

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Jim Pearson  
President/Administrator

---

Date

**LETTER OF UNDERSTANDING #7**

**between**

**LAUREL POINT INN**

**and**

**UNITE HERE LOCAL 40**

Should the Provincial Government introduce legislation which would require the Employer to provide the Medical Services Plan or Dental Plan(s) to all employees, it is agreed that the following will take place:

- 1) Representatives of the parties to this Agreement will meet with the Administrator of the BCYHA-Local 40 Health Care Plan to be advised of the hourly amount of the Employer contribution which is used to pay the cost of such Plan or Plans.
- 2) That amount will no longer be remitted by the Employer to the Plan or Plans.
- 3) Except as provided, it is understood and agreed that the contribution level specified in the Collective Agreement is the maximum requirement of the Employer.
- 4) In the application of this provision it is agreed that the amount deducted in (2) above will not result in a reduction of benefits as currently provided by the Plan in order to meet any legislated contribution,

LAUREL POINT INN

UNITE HERE LOCAL 40

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Laurel Point Inn

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Jim Pearson  
President/Administrator

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Date

**LETTER OF UNDERSTANDING #8**

**between**

**LAUREL POINT INN**

**and**

**UNITE HERE LOCAL 40**

- (a) Notwithstanding Article 12.01 of the Collective Agreement, the Statutory Holidays will be as follows:

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

- (b) Notwithstanding any other Article of the Collective Agreement, the following practice will be maintained.

Employees working less than forty (40) hours per week may work a sixth (6<sup>th</sup>) day as long as they do not work more than forty (40) hours in a seven (7) day period. If an employee works a sixth (6<sup>th</sup>) day but forty (40) hours or less in any seven (7) day period, there would be no premium to the employee nor penalty to the Employer. The sixth (6<sup>th</sup>) day must be mutually agreed upon by the employee and the Employer.

LAUREL POINT INN

UNITE HERE LOCAL 40

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Laurel Point Inn

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Jim Pearson  
President/Administrator

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Date

## WAGE RATES

<b>LAUREL POINT INN</b>					
EFFECTIVE					
	Current	July 1/06	June 1/07	June 1/08	June 1/09
	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour
	June 1/05				
<b>CLASSIFICATIONS</b>					
<b>Front Desk</b>					
Desk Clerk	\$14.89	\$15.41	\$15.87	\$16.43	\$17.09
Night Auditor	\$14.94	\$15.46	\$15.92	\$16.48	\$17.14
Switchboard	\$12.07	\$12.49	\$12.86	\$13.31	\$13.84
Bellperson	\$11.36	\$11.64	\$11.87	\$12.23	\$12.60
Reservations	\$14.89	\$15.41	\$15.87	\$16.43	\$17.09
A/R Reservations	\$18.12	\$18.75	\$19.31	\$19.99	\$20.79
<b>Housekeeping</b>					
Assistant Housekeeper	\$15.45	\$15.99	\$16.47	\$17.05	\$17.73
Room Attendant	\$14.05	\$14.54	\$14.98	\$15.50	\$16.12
Houseperson/Janitor	\$14.57	\$15.08	\$15.53	\$16.07	\$16.71
<b>Maintenance</b>					
Maintenance Worker	\$13.99	\$14.48	\$14.91	\$15.43	\$16.05
<b>Food Service</b>					
Servers	\$11.40	\$11.68	\$11.91	\$12.27	\$12.64
Hostess/Host/Cashier	\$14.42	\$14.92	\$15.37	\$15.91	\$16.55
Busperson/Runner	\$11.26	\$11.65	\$12.00	\$12.42	\$12.92
<b>Banquets</b>					
Assistant Banquet Captain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banquet Server	\$11.40	\$11.68	\$11.91	\$12.27	\$12.64
Banquet Bartender	\$14.79	\$15.16	\$15.46	\$15.92	\$16.40
<b>Kitchen</b>					
Sous Chef	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
First Cook	\$16.25	\$16.82	\$17.32	\$17.93	\$18.65

Second Cook	\$16.03	\$16.59	\$17.09	\$17.69	\$18.40
Assistant Cook	\$14.52	\$15.03	\$15.48	\$16.02	\$16.66
Dishwasher/Kitchen Helper	\$14.18	\$14.68	\$15.12	\$15.65	\$16.28
Lounge					
Bartender	\$14.79	\$15.16	\$15.46	\$15.92	\$16.40
Server	\$13.16	\$13.49	\$13.76	\$14.17	\$14.60
Hostess/Host	\$14.42	\$14.92	\$15.37	\$15.91	\$16.55
Gift Shop					
Clerk		\$11.80	\$12.15	\$12.58	\$13.08