

COLLECTIVE AGREEMENT

BETWEEN

QUALITY RESORT BAYSIDE

(Hereinafter referred to as "Employer")

AND

UNITE HERE, LOCAL 40

(Hereinafter referred to as "Union")

June 1, 2006 to May 31, 2009

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ARTICLE 1 INTRODUCTION

1.01 Purpose of This Agreement

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 21 of this Agreement, to prevent strikes, lockouts, slowdowns or other 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.
- (c) On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement and there shall be two representatives from each party.

1.02 Purchasers, Lessees or Transferees

This Agreement binds any purchasers, lessees or transferees of the operations identified in this Collective Agreement. It being understood that any hotel, restaurant or bar or any part thereof, is subject to the provisions of Section 35 of the Labour Relations Code upon sale or transfer of assets.

1.03 Gender References

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

ARTICLE 2 DURATION AND INTEGRITY OF AGREEMENT

2.01 Duration of Agreement

- (a) **This Agreement shall be for the period from and including June 1, 2006 up to and including May 31, 2009.** Thereafter, the Agreement will 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 of British Columbia.
- (b) During the period when negotiations are being conducted between the parties for the renewal of the 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.

2.02 Labour Relations Board - Section 66(2) Excluded

The operation of Section 66(2) of the Labour Relations Code of British Columbia is hereby excluded.

2.03 Strikes and Lockouts

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

2.04 Contracted Services

The Employer agrees that no work customarily performed by a member of the bargaining unit shall be contracted out if such contracting out results in a reduction of hours or a layoff of a member of the bargaining unit.

2.05 Extent

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.
- (b) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

**ARTICLE 3
UNION RECOGNITION**

3.01 Recognition of Exclusive Bargaining Agent

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board of British Columbia, subject to the exclusions subsequently ordered by the Labour Relations Board of British Columbia or recognized by the parties.
- (b) For the 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, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union office. The intention of the following clause is to preserve work coming under the jurisdiction of the Union.

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 probably 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.

(d) 3.04 Performance of Bargaining Unit Work

No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purpose of instruction, experimentation or management training, in which case trainees shall not displace or replace any employee in the aforesaid classifications except in cases of emergency or in cases out of the control of the Employer when regular employees are not available.

3.05 No Discrimination

- (a) No discrimination shall be shown an employee active in the affairs of the Union. Should an occasion arise as to doubt the reasons for discharge the Union shall be permitted to investigate.
- (b) The Employer, the Union and all employees have an obligation to make every reasonable effort to eliminate harassment in the workplace.
- (c) Complaints of harassment will be thoroughly investigated. Alleged failure by any party to deal with a harassment complaint may be the subject of a grievance pursuant to this Agreement.
- (d) Human Rights: All employees will be afforded all benefits of the prevailing Human Rights Act.

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 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.

3.08 Union Investigation of the Standing of Employees' Conditions

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced. The Employer is entitled to require an individual to substantiate that he/she is an authorized representative of the Union.
- (b) 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

- (a) 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.
- (b) All new employees shall be required to become members of the Union within thirty (30) days after the date of initial employment. The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union, according to the Union's International Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this province.
- (c) For purposes of this Article, the term "good standing" is defined to refer only and be limited to the payment of Union membership dues and initiation fees.

4.02 New Employees

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check-off. A new employee shall be advised of the name and location of his/her Shop Steward. The employee's immediate supervisor will introduce him/her to his/her Shop Steward who will provide the employee with a copy of the collective agreement. During the first seven (7) days of employment, a Shop Steward may meet with a new employee for fifteen (15) minutes, during working time, in an area closed to the public.

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 monies deducted from employees' earnings pursuant to this Article are to be forwarded to the Secretary-Treasurer 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, the Employer will deduct the current month's dues from the employee's final pay cheque, provided that the employee has worked at least forty (40) hours, 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.
- (h) In the event that a newly hired employee fails to sign an authorization of check-off upon commencement of employment and subsequently leaves employment, the Employer shall be liable for unpaid dues.

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

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

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

the Employer shall immediately discontinue the employment of such employees.

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

ARTICLE 5 UNION STEWARDS

5.01 Shop Stewards

- (a) The Union shall, wherever possible, appoint or elect from among the employees a shop steward for each department. 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 fulfilment of his/her responsibilities as an employee. During his/her working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (d) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) Under no circumstances shall a Steward take any action or issue any instruction, which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.
- (h) The Employer agrees that the Shop Steward and/or Union representative may post official communications from the Union to its members on the Union bulletin board within the hotel.
- (i) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its representatives and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

5.02 Shop Chairperson

- (a) Where there are two or more Shop Stewards the Union will appoint 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 Chair person will be involved in the adjustment or resolution of grievances from the first step of the Grievance Procedure.

5.03 Management and Union Stewards Meeting

- (a) Upon request a person or persons designated by the Employer 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 and up to three (3) Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting of overtime or other premium cost 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) The Shop Stewards will meet once a month as provided by the terms of this subsection.

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 his/her 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 his/her place of business.

ARTICLE 7 HIRING PROCESS AND PROBATIONARY PERIOD

7.01 Hiring Process

All vacancies and new positions in the bargaining unit which are known in advance of the date they are required will be posted in all departments, for a period of ten (10) days in order that employees currently on payroll may have the opportunity to apply to fill the opening. A copy of all postings shall be given to the Shop Chairperson or the Shop Stewards.

7.02 Probationary Period

The probationary period referred to in this Collective Agreement shall be completed after fifty (50) shifts of work performed. Should fifty (50) shifts of work not be performed, the probationary period shall be completed after five (5) months. In the event that there is a reasonable expectation that an employee would successfully complete probation if given an extension of no more than two (2) weeks, the Union, the employee and the Employer may agree to such an extension.

In instances where an employee is on a bona fide sick leave, or Workers' Compensation during the probation period, probation shall be suspended until the employee returns to work.

ARTICLE 8 EMPLOYEE TRAINING PROGRAMMES

8.01 Employee Training Programmes

It is agreed that in the event the Employer institutes a training programme the Employer must first receive permission from the Union in each and every instance and said permission shall not be unreasonably denied. This programme shall not exceed thirty (30) days. Failure on the part of the Employer to receive such permission from the Union there shall be no training programme. The established hourly rate for such training programme shall be ten (10%) percent less than the established wage rate for each classification contained within his/her Agreement.

8.02 Employee Training Programme

Employees shall be allowed reasonable opportunities to learn the work of other classifications during their time off, on a voluntary basis, this must be mutually agreed between the Employer and the employer.

In the event that two (2) employees wish such training at the same time, the training will be offered first to the most senior employee. The foregoing does not preclude the Employer from establishing paid training for posted positions if it is deemed necessary.

No employee shall be displaced or replaced as a result of cross-training.

ARTICLE 9 HOURS OF WORK

9.01 Normal Straight Time Hours of Work

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - i) not more than eight (8) hours in any one (1) day;
 - ii) not more than five (5) working days in any seven (7) day period;
 - iii) not more than forty (40) hours in any five (5) working day period.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at double the hourly rate.
- (c) Overtime shall be offered to the senior employee on shift in the classification as follows:
 - 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 will offer them to any other available employee within the hotel in the order of their seniority.

9.02 Split Shifts

- (a) Where split shifts are assigned by the Employer, they must conform to the following guidelines:
 - i) no shift of less than six (6) hours may be split;
 - ii) no shift may be split more than once;
 - iii) no part of a split shift shall be less than two hours;
 - iv) all split shifts must be worked within a twelve (12) hour period.
- (b) The Employer is obligated to a pay split shift premium of thirty (30) minutes.
- (c) The premiums shall be as follows:
 - i) six (6) hours worked for six and one-half (6½) hours straight time pay;

- ii) seven (7) hours worked for seven and one-half (7½) hours straight time pay;
- iii) eight (8) hours worked for nine and one-half (9½) hours straight time pay.

9.03 Shift Hours

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

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of 5, 6, 7 or 8 hours may be assigned, subject to the provisions of Article 9.05.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.
- (d) There must be a minimum of eight (8) consecutive hours and where possible ten (10) consecutive hours between the employee's scheduled shifts. Failure to provide eight (8) consecutive hours between shifts will result in overtime being payable for all hours worked in the second shift.
- (e) The day where the majority of an employee's hours of work are scheduled shall be considered the day worked.

9.04 Maximizing the Length of Shifts

- (a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first 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 seven (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.

9.05 Assignment of Shifts by Seniority

(For the purpose of paragraphs (a), (b) and (c) of this Article, it is understood and agreed that the term "shift" or "shifts" applies to any block of work of forty (40) hours duration or less.)

- (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 short shift, then the forty 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.

9.06 Days Off

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

All employees shall receive two (2) consecutive days off in each seven (7) days, unless at the option of the employee, applied for in writing, they may choose to have days off, not necessarily consecutive. Employees may opt to have non-consecutive days off by providing the Employer with fourteen (14) days notice in writing, to be signed by the union and Management. Should the employee opt to return to having two (2) consecutive days off in each seven (7) days he /she shall advise the Employer and a copy to the Union with fourteen (14) days notice in writing and the Employer shall grant the request.

This clause does not apply to those departments whose operation is not continuous.

9.07 Time Worked on Sixth and Seventh Consecutive Days

Employees working less than forty (40) hours per week may work a sixth (6th) day as long as they do not work more than forty (40) hours in a seven day period. If an employee works a sixth day but fort (4) hours or less in any seven day period, there would be no premium to the employee nor penalty to the Employer. The above must be mutually agreed upon by the employee and the Employer otherwise double time shall be paid for all work performed on the sixth (6th) and seventh (7th) consecutive days of employment.

9.08 Payment for Time in Lieu of Breaks

An employee who is required to be available for work during a meal break must count the meal break as time worked.

9.09 Unpaid Meal Breaks

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break

between the third (3rd) and fifth (5th) hour of work. Such meal break shall be one-half (½) hour in duration.

9.10 Rest Periods

- (a) All employees are entitled to rest periods in accordance with the following schedule:
 - i) shifts of six (6) hours or less - one (1) ten (10) minute rest period;
 - ii) shifts of more than six (6) 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.
- (d) An employee who is directed by the Employer not to take a scheduled rest period(s), and who is not provided a rest period(s) later in the shift, shall be paid in lieu of such rest period(s) by adding the duration of the rest period to the end of the employee's shift.

9.11 Employee's Responsibility: Work Start Time

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

9.12 Work Schedules

- (a) The work schedule shall be posted, at least seventy-two (72) hours prior to the commencement of the first shift of that schedule, in a conspicuous place for 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. All changes to the posted work schedule shall be signed and dated by the Employer. 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) A person designated by the Union may make a reasonable number of photocopies of work schedules and any changes to those schedules, at the Employer's expense and during regular working hours. Only such copies as are necessary will be made and the intention is not to provide copies to all the employees.

9.13 Changes in Work Schedules

- (a) Where an employee has been scheduled for a shift and not received a forty-eight (48) hour notice of change, he/she will be provided with the work and/or pay for all hours scheduled.
- (b) In emergency situations or cases out of control of the Employer, where an employee has not been provided with a notice of a change in his/her work schedule, the employee shall be provided with pay as follows:
 - 1) two hours pay if the employee has not reported for work;
 - 2) four hours work or pay if the employee reports for work.
- (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)
 - 1) Employees may exchange shifts recognizing seniority, with prior authorization of the Employer and the Employer shall not unreasonably withhold authorization.
 - 2) There shall be no increased cost to the Employer should employees exchange a shift with written authorization signed first by the Shop Steward, and then the supervisor.
 - 3) Once the employee has received authorization to exchange a shift, or shifts, there shall be no grievances filed as a result of an authorized and agreed to shift change.

ARTICLE 10 SENIORITY

10.01 Seniority Entitlement Defined

- (a) Departmental Seniority: For the purpose of this Agreement “departmental seniority” shall be defined as an employee’s total length of continuous service identified in hours worked within his/her classification(s) 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) Department 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.
- (e) In the event that an employee is regularly scheduled to work an equal amount of hours in two (2) different classifications, the employee’s seniority will accrue in the classification in which they were hired.
- (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.
- (h) An employee, having attained 7,500 hours of seniority and five (5) years service within a classification within a department, may not be passed on the seniority list by an employee who was hired at a later date but has worked more hours.

10.02 Eligibility for Seniority Entitlement

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

10.03 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 of as the 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 16.01 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, paternity and adoption leave in accordance with prevailing employment standards;
 - vii) seniority shall be accrued on the basis of complete hours worked in a bargaining unit position.
- (b) **Loss of Seniority and Termination:** An employee will lose all seniority rights and be considered terminated where he or she:
- i) voluntarily terminates his/her employment;
 - ii) is discharged for just and reasonable cause;
 - iii) is on layoff more than nine (9) consecutive months;
 - iv) he/she 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 17.09;
 - vi) is promoted and/or transferred as per Article 11 to a position outside of the bargaining unit;
 - vii) no employee shall have the right to claim seniority if he/she has been on a leave of absence in excess of three (3) months, except as provided in Article 16.01, 16.02, 16.05 and 16.08 (a) and (b).
- (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 10.03(a)(iii).

10.04 Seniority Lists

- (a) The Employer agrees to post separate seniority lists for each department on or before the first day of February and the first day of August in each year. The seniority list 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;
 - v) the number of hours worked in previous classifications, such hours will be recorded under the classification in question with an "inactive" designation.
- (b) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted lists will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority lists shall be given to the Union.
- (d) New employees will be added to the departmental seniority lists upon commencement of employment.
- (e) Where an employee is employed in a different classification for more hours in a calculation period than the classification he or she was in at the end of the prior calculation period, a transfer or promotion shall be deemed to have taken place and the employee shall be placed on the appropriate seniority list in the new classification and Article 11.03 shall apply as the date the new seniority list is posted.

10.05 Seniority and Leave of Absence

No employee shall have the right to claim seniority if he or she has been on a leave of absence in excess of three (3) months, except as provided in Articles 16.01, 16.02 and 16.05.

ARTICLE 11
PROMOTIONS, TRANSFERS, LAYOFF AND RECALL

11.01 Promotion

The Employer, when filling vacancies or new positions or offering transfers or promotions, will apply seniority, provided however that the employee who claims the right to exercise his/her seniority possesses the necessary qualifications, integrity, skill and ability to perform the job.

11.02 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.

11.03 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 forty-five (45) days for promoting and forty-five (45) days for transfers. During this trial period, the employee must demonstrate the he/she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should he/she decide during the trial period that he/she does not want to continue in the job, then the employee may be returned to his/her former job with a minimum of seventy-two (72) hours notice. 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.

11.04 Demotions and Seniority

When layoffs occur within any department, the last employee hired shall be the first employee laid off, based on length of service within that particular classification, and shall be recalled in inverse order to that in which he/she was laid off, it being understood that:

- (a) Employees in higher classifications shall be demoted to lower classifications if the employee affected by the layoff has worked in the lower classification to which they are being demoted; and
- (b) The order of demotion, where an employee has worked in more than one lower classification shall be progressive.

11.05 Layoff and Recall Procedure

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off.
- (b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.
- (c) In the event of a layoff, the order of layoff within the affected classification and department shall be as follows:

Probationary employees
Regular employees
- (d) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for the purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights.
- (e) **The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), email and receipted delivery.** 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.
- (f) In the event of the permanent closure of a department or the permanent deletion of a classification within a department, the employees affected by such closure or deletion may revert back to the position which they held previously, but any hours of seniority in the closed department or deleted classification are not transportable back.

11.06 Change of Workforce - Gender

No employee shall be laid off for the simple reason of changing the workforce from male to female or female to male.

11.07 Notice Required in Case of Department Closures or Deletions of Classifications

In the event that the Employer makes a decision that will result in the displacement of a regular employee through layoff, as a result of the closure of a department or the deletion of a classification, the employee will be given a minimum of one (1) week notice in writing.

Once the employee receives the written notice, he/she will be given the status of a preferred candidate for any job vacancy, which then exists within the bargaining unit, or any job, which becomes vacant during the notice period.

To qualify for consideration as a preferred candidate for any job vacancy, the employee must either possess the necessary skills and abilities to perform the job tasks to the Employer's standards, or on a reasonable assessment, could be expected to achieve such performance standards after a period of orientation.

No matter when an employee chooses to take a severance allowance, such an allowance can only be claimed once, and when paid, the severance allowance ends the relationship between the Employer and the employee.

ARTICLE 12 ADMINISTRATION

12.01 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.

12.02 Combined Classifications

In situations where an employee works at more than one classification he/she shall be paid at the hourly rate applicable to each classification for the time actually worked at each classification. Hours worked in excess of four (4) hours will be calculated in increments for one (1) hour or more.

12.03 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) The Employer is not entitled to pay wage rates lower than those contained in the appendix, except as specifically provided for in clauses 8.01, 8.02 and 12.04.
- (c) 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.
- (d) All wage increases shall apply to all employees unless otherwise specified in this Agreement.

12.04 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 he or she 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 nine (9) calendar months 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.

12.05 New Classifications

It is agreed that job classifications and wage rates not specifically set out in the attached appendix of this Agreement shall be included in the schedule by mutual consent of both parties to this Agreement. If unable to agree, either party may invoke the grievance procedure as defined in this Agreement.

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

12.07 Election Days

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

12.08 Mixerologist (Bartender)

- (a) The job duties of the mixerologist (bartender) include the mixing and serving of beverages and any other duties consistent with bartending. He/she may be required to take stock and direct the working force within the confines of the cocktail area. He/she is responsible for the general cleanliness of the bar and utensils, and general tidiness of all stations while working without a waiter. General cleanliness includes cleaning out the refrigerator, cleaning the bar and bar fixtures, sinks, taps, all working surfaces, bottles, containers and glass washers.
- (b) In circumstances where the operation of the bar requires only one person, the mixerologist

(bartender) may also perform the job duties of the Deli Attendant from 2:00 p.m. to 5:00 p.m., but the bartending duties are a priority. He/she is not obligated to perform any janitorial duties other than the general cleanliness of the bar and utensils and general tidiness of all stations.

12.09 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. He/she is also responsible for the general cleanliness of the bar and utensils, under the direction of the mixerologists (bartenders). He/she may not perform duties normally performed by the bartender (mixerologist) or a waiter, and his/her 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).

12.10 Housekeeping Workload

The Union and the Employer mutually agree to establish an ongoing Housekeeping Workload Committee. The primary purpose of this Committee will be to identify workload issues and problems and mutually fashion solutions to these problems that are fair and reasonable.

The parties agree that a Housekeeping Workload Committee meeting shall be held as reasonably as required upon the request of either party. The Committee shall be comprised of four (4) persons, made up of two (2) selected from each party. Meetings shall normally take place during working hours.

The Employer undertakes to ensure that no employee will suffer recrimination as a result of their open and legitimate participation on this Committee.

ARTICLE 13 STATUTORY HOLIDAYS

13.01 Statutory Holidays

For the purpose of this Agreement, the recognized statutory holidays shall be:

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

13.02 Statutory Holiday Falling on Day Off

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

13.03 Payment for Statutory Holidays

- (a) Employees who are eligible for statutory holiday pay will receive a normal day's pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For the purpose of this article, a normal day's pay shall be understood to mean an employee's normal earnings, exclusive of overtime, for the hours he/she has worked in the two 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 (1½) times his/her 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 his/her regular scheduled hours shall be paid double time and one-half (2½) for all such hours worked.
- (d) For the purposes of calculating a normal day's pay as per (b) while on W.C.B. or sick leave any paid time off shall count as time worked.

13.04 Eligibility for Statutory Holiday Pay

- (a) To be eligible to receive pay for a statutory holiday, an employee must work his/her last regularly scheduled shift immediately prior to the holiday and his/her first regular 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 of discipline.

13.05 Loss of Statutory Holiday Pay for Failure to Report

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

13.06 Normal Schedule

In a week where a statutory holiday occurs the normally scheduled work week must prevail.

13.07 Statutory Holiday During Employee's Vacation

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

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

ARTICLE 14 ANNUAL VACATION

14.01 Annual Vacation Pay: Employees with Less Than One Year of Service

Employees with less than one year of completed service will receive annual vacation pay in accordance with the provisions of applicable legislation.

14.02 Annual Vacations and Pay Entitlements

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

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 4 years	2 weeks	4%

Over 4 years but less than 10 years 3 weeks 6%

Over ten (10) years 4 weeks 8%

- (b) “Consecutive years” as used herein, shall be understood to mean consecutive years of service with the same establishment subject to 10.03.
- (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 anniversary year.
- (d) “Gross earnings” as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.
- (e) The Employer shall provide a record on each pay cheque of an employee’s accumulated vacation pay.
- (f) Vacation pay shall be issued on the pay period prior to the employee’s vacation on a separate cheque, with an itemized statement

14.03 Vacation Scheduling Preference by Seniority

Employees shall have preference with respect to annual vacations within their department and classifications, according to the seniority list, provided they file applications before April 1st of the subsequent 12 month period in which they wish to take their vacation. Applications filed within these guidelines will be answered by April 30th. Applications filed outside these guidelines must be in writing and will be answered in writing within two (2) weeks from receipt of application, failing this the request shall be deemed to have been granted.

14.04 Vacation Scheduling

- (a) All vacations shall be taken at a time to be mutually agreed upon by the Employer and the employee and in any event not to exceed eighteen (18) months from the employee’s anniversary date.
- (b) For the purpose of vacations the full calendar year is recognized.
- (c) Employees should apply for vacations a minimum of thirty (30) days prior to commencement of vacation.
- (d) At peak periods of business, the Employer shall have the right to restrict the scheduling of

vacation absences so that the operating needs of each department within the hotel are adequately staffed. In some situations this will mean that within a department not more than one person can be absent for a scheduled vacation at any one time.

For the purposes of this Article, such restrictions shall be published by the Employer by February 1st of each year to a maximum of four months and no period may be less than two weeks.

- (e) All employees are entitled to split their annual vacation entitlement into two (2) segments, but in the absence of the Employer's express written consent, an employee may not split his annual vacation entitlement into more than two (2) segments.
- (f) Whenever an employee takes only a part of his annual vacation entitlement, he/she shall be paid an amount equivalent to what the employee would have earned had they been working, to a maximum of the amount accrued in their vacation pay account and employees working less than an average of twenty (20) hours per week shall have their vacation pay account cleared each time they take vacation.

ARTICLE 15 HEALTH AND WELFARE/PENSION AND MONTHLY ASSESSMENT ACCOUNT

15.01 Contributions for Health and Welfare Plan, Pension Plan, Employee Assistance Plan

Effective date of ratification, the Employer will pay fifty (50%) percent of the total cost of MSP for any employee with a length of service of six (6) months or more.

Effective June 1, 2001 all employees who participate or wish to participate in the health care plan and who have two (2) or more years of service, the Employer will pay one hundred (100%) percent of the total cost of the extended health benefit care plan.

Forthwith upon an employee becoming eligible to participate in the plan, the Employer shall notify the employee of his or her eligibility and provide all required documentation.

15.02 Monthly Assessment Account and Industry Enhancement Fund

It is agreed that effective on the date of signing this Agreement:

Eight cents (\$.08) for each hour worked by each employee covered by this Agreement to the

assessment account of each such employee as part of his or her compensation.

15.03 Payment of Contributions

The Employer agrees to forward all monies payable by him in respect of fringe benefits on or before the 15th day of the month following the actual performance of work and shall forward said contributions to the Administrator.

15.04 Employer Statement

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

15.05 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.

15.06 Investigation of the Employer's Payroll Records

- (a) The Employer shall allow the properly authorized representative of the Union to investigate his/her timebook to ensure that the proper contributions are being remitted pursuant to Article 15.01 of this Agreement.
- (b) In the event that the Union intends to investigate the Employer's timebook, the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

15.07 Injury Pay Provision

Subject to other coverage, 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 work related illness, shall receive payment for the remainder of his/her shift.

15.08 Contributions While on W.C.B.

It is understood and agreed that should an employee be injured on the job and subsequently be on W.C.B., the Employer shall continue all Health and Welfare contributions as if the employee was working, until such time as the employee returns to their regular duties.

15.09 R.R.S.P. Benefit

All employees who have worked 200 or more scheduled part-time or full time shifts on or before December 31st are eligible to participate in the Plan for earnings paid in the following calendar year.

The employer shall notify each eligible employee prior to January 31 of eligible earnings. The union shall receive a copy of each notification. An employee must be a current employee as of December 31, including employees on approved leave or who possess recall rights.

Eligible earnings shall be all wages earned, including reported gratuities as required to be reported on T4 information slips in the previous calendar year.

An eligible employee shall be entitled to contribute 2% of 2007 calendar year earnings, to be paid to the employer on or before February 28th, 2008. The employer shall match each contribution and pay the total amount in the name of each respective employee to a Self-Directed Registered Retirement Savings Plan. The Plan shall be established by a qualified third-party pension administrator selected by the Employer. 100% of the employee's and the Employer's contribution shall be transferred to the Plan, and the Employer shall not be permitted to retain any part of the funds for administrative or any other purposes.

In each subsequent calendar year, the percentage of eligible earnings that may be contributed by the employee and matched by the Employer shall be increased to 4% for employees who have eight (8) years seniority or more.

ARTICLE 16 LEAVES OF ABSENCE

16.01 Leave of Absence: Employee Elected to Union Office

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

16.02 Leave of Absence: Union Conventions and Educational Programs

- (a) The Employer, upon receipt of written notice from the Union, shall grant leaves of absence without pay, to employees who are elected as delegates to attend Union conventions, educational programs (up to a maximum of one (1) month) or as members of a negotiating committee. Written notice shall be given at least seven (7) days prior to the commencement of such leave.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to fifteen (15) working days leave of absence without pay, for employees 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 programmes 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 and to a maximum of three (3) from the property at any one time, can be absent on such leaves of absence, from any one department.

16.03 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 he/she is employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay and a maximum of eight (8) hours pay for each day of attendance.
- (b) For the purposes of this Article 16.03, a commission, court or hearing does not include a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union.
- (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).

16.04 Bereavement Leave

- (a) A regular employee will be granted three (3) days off without loss of pay in the event of the death of a member of his/her immediate family.
- (b) "Immediate family" shall be understood to include the employee's mother, father, son,

daughter, sister, brother, spouse, father-in-law, mother-in-law, grandparents, grandchildren, step-children and step-parents.

- (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 and a same sex spouse as defined by the laws of Canada.
- (d) The Employer is entitled to require proof of death and/or relationship.
- (e) Bereavement leave must be taken on consecutive days except where the employee establishes hardship, i.e, if the employee has to travel outside the region where he or she works to attend funeral services. In such cases, the employee will come to an arrangement with his or her employer to take staggered bereavement leave days, and wherever possible said arrangement will be made in advance of the request for non-consecutive bereavement leave days.
- (f) Bereavement leave must be taken forthwith the date of death of the family member in question. However, if the employee is given late notification of the death of his or her family member, the employee can still take bereavement leave provided said notice is within three (3) months of the date of death of the family member.
- (g) The bereavement leave is to be without loss of pay and therefore an employee will only be compensated for loss of income if that employee would have been scheduled to work during the bereavement leave.
- (h) Additional unpaid bereavement leave may be granted to an employee who requires a longer absence. Such leave shall not be unreasonably withheld.

16.05 Maternity Leave

All employees will be afforded all benefits of maternity, paternity and adoption leave, in accordance with prevailing Employment Standards legislation.

16.06 Military Service

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

16.07 Jury and Witness Duty

Employees who serve on jury or as a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received, an employee shall continue to receive his/her full wages to a maximum of two (2)

weeks pay.

To be eligible for this clause the employee must have completed six (6) months or more with the Employer.

16.08 General Limitation on Leaves of Absence

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing.
- (c)

ARTICLE 17 MISCELLANEOUS EMPLOYEE ENTITLEMENTS

17.01 Protected Working Conditions

- (a) All working conditions at present in force which are not specifically mentioned in this Agreement and which are not contrary to its general purpose and intent shall continue in full force and effect unless cancelled or terminated in accordance with the terms of this Article.
- (b) Any working condition which was implemented by the Employer on a conditional basis can be terminated when the terms of the condition have been exhausted or fulfilled, or the condition has been withdrawn.
- (c) Any other working condition which was granted by the Employer but which is not specifically provided for in this Agreement may be cancelled by the Employer by:
 - i) serving the Union with written notice within thirty (30) days of the ratification of this Agreement; or
 - ii) serving the Union with written notice of cancellation effective on the last day of each year of this Collective Agreement.

17.02 Meal Entitlement

A wholesome meal (including vegetarian option) shall be supplied by the Employer at a cost of \$2.75 (GST included) for the day shift employees and \$3.75 (GST included) for the night shift

employees or fifty (50%) percent off any menu item. Complimentary beverages shall include coffee, tea and pop for all employees.

17.03 Employee Attendance at Staff Meetings

- (a) Where an employee is directed by the Employer to attend a staff meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week.
- (c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.
- (d) Where an employee is directed by the Employer to attend a staff meeting during his/her regular days off, the employee shall be compensated at his/her regular hourly rate for the time spent in such meeting for a minimum of two (2) hours.**

17.04 Employees Returning To Work After Illness or Injury

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

17.05 No Individual Contracts of Agreement

- (a) No employees shall be compelled or allowed to enter into any individual contract or agreement with his/her Employer concerning the conditions of employment varying the conditions of employment contained herein.

- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

17.06 Personal Effects

The Employer agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets. The Employer cannot enter into the locker without the presence of the employee, a shop steward or another member of the bargaining unit. Employees shall provide their own locks and remove same at the end of their shift.

17.07 Compensation to Employee re Enforcement of House Rules for Patrons

- (a) Upon presentation of a written bona fide claim by an employee, the Employer shall compensate the employee for the replacement cost 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.
- (b) If, as a direct consequence of the proper performance of duties assigned by the Employer, an employee becomes the subject of civil or criminal legal proceedings in which the employee must mount a defense, the Employer will either arrange and pay for a lawyer to conduct the defence, or, at the Employer's choice, will underwrite the reasonable and necessary costs of the defense.

17.08 Waiter Tray Size and Glass Limit

- (a) It is mutually agreed that no waiter 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 his/her own tray.

17.09 Severance Pay

- (a) All employees, with five (5) or more years of consecutive service shall upon termination receive sixteen (16) hours' pay for each year of continuous service in the establishment, except an employee who has his/her employment terminated for just cause.
- (b) Employees who qualify under this clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for sixteen (16) hours' pay. Employees working less hours, unless absent under conditions where he/she continues to accrue seniority, 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.

17.10 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. If such payment is not made the new owner or lessee becomes responsible for all accumulated severance. After payment has been made, continuous service for the purpose of severance pay commences a new starting from date of each sale. No duplication or pyramiding of payments is intended.
- (b) Transfer of shares or shareholders: In the event of a transfer of shares from one shareholder to another and/or in the case of one or more of the shareholders being bought out and new shareholders being put in place, it is understood that:
 - i) the outgoing shareholder(s) will either pay-out his/her percentage of severance owing to employees; or
 - ii) the new shareholders will issue in writing reassurance to all employees as well as the Union that he/she is assuming that liability a part of the transfer of shares from the outgoing shareholder.

In the event of a company name change, either severance will be paid or a letter will be filed with the employees and the Union verifying severance from the date of hire continues to be payable.

- (c) The Employer shall not be obligated to pay the severance set out in this Article in the event that the new owner or lessee confirms in writing to the Union and the employees that the new owner or lessee shall be responsible for all accumulated severance.

17.11 Limitation on Employee Entitlement

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

17.12 Union Bulletin Board

The Employer shall provide wherever possible a bulletin board for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be exclusive to the Union.

In all other cases management will grant unrestricted use of the existing bulletin boards to the Union.

17.13 Health & Safety: First Aid Attendant

At the request of the Employer employees who take time off to take a recognized industrial First Aid Program shall be compensated by the Employer for all lost hours as a result of the program at their regular hourly rate. Further, upon successful completion, employees shall receive an additional \$0.25 per hour over and above their regular hourly rate as compensation, whenever the application of such First Aid Certification is mandated in that shift.

17.14 Permanent Joint Occupational Health & Safety Committee

There shall be established a Joint Committee composed of representatives of the Employer and representatives of the Union. The committee's responsibilities will be to review reports on matters referred by Government Occupational Health and Safety Committees and make recommendations to the bargaining principals regarding occupational health and safety matters.

17.15 Bicycle Racks

The Employer shall provide secure bicycle racks for those employees who require same.

17.16 Banquet Gratuity Split

At least 70% of banquet gratuities will be paid to bargaining unit members.

ARTICLE 18 EMPLOYEE CONDUCT AND DRESS

18.01 House Rules Governing Conduct of Employees

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

18.02 Control of Absenteeism

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

- 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 the employee's absence from work.
- 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 his/her behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances, and in the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.

- iii) where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfilment 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 physical selected by both the Union and the Employer.

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.

18.03 Cheques, Credit Cards, Cash Handling and Credit Accounts

When an employee is authorized to cash cheques, honour credit cards or credit accounts, he or she will not be held responsible for any losses provided he or she has followed management's instructions. Where an employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without proper authorization from management he or she will be held responsible. Management may require that restitution be made if instructions have not been correctly followed. No disciplinary action will be taken against employees making restitution. No employees shall be disciplined or made to make restitution for shortages unless the employee has sole access to the cash.

18.04 Proper Dress

It is agreed that the following grooming and dress code provisions shall apply to all bargaining unit employees. It is further understood that in the eyes of guests, employees represent the hotel. Therefore, the parties acknowledge the importance of taking a special interest in grooming.

General Grooming Principals

All employees shall be expected to apply neatness and good taste in their dress and grooming. Uniforms or outfits shall be appropriate, clean and well pressed. In addition, shoes shall be cleaned and nails shall be cleaned and manicured.

Clothing and Shoe Requirements

- (a) All employees shall wear in the absence of uniforms provided by the Employer, black dress trousers or skirts and white, short or long-sleeved shirts. A tie may be required to be worn and such tie shall compliment the attire worn. Comfortable black or white shoes, with matching black or white socks, shall be worn. All shoes shall be without logos or decorations.
- (b) Other than as defined in (a) above, the Employer is not entitled to specify clothing of specific colour, style or quality.
- (c) All employees shall have the choice of wearing trousers or skirts whether purchased by the Employer or employee.

Uniforms and Cleaning

- (a) This dress and the cleaning thereof shall be the responsibility of the employee. The Employer shall make dry cleaning available to employees at its cost.
- (b) 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.

Other than as defined in this Article, the Employer is not entitled to specify clothing of any specific colour, style and quality.

Jewellery

- (a) The parties agree that all jewellery worn by employees shall be small and discrete.
- (b) Employees may wear engagement and/or wedding rings or simply designed rings. No more than three such rings may be worn by an employee.
- (c) Conservatively styles wristwatches are acceptable.
- (d) Simple earrings or studs may be worn while working provided they are not more than 1.5 cm in width or height and are no more than one per ear.
- (e) Employees on staff previous to January 7, 1999 who wore more than one of the above-mentioned earrings/studs, may wear up to three earrings/studs of the specified size per ear.
- (f) Body or facial piercing which can be seen by customers is not permitted.

Make-up, Perfume and Cleanliness

It is agreed that excessive make-up or perfumes shall not be worn while working. Personal

cleanliness is essential in all positions, but in particular those involving public contact and/or food and beverage preparation.

Hair

- (a) Employees' hair shall be clean and styled in a current professional style. Employees who serve food or beverages shall wear their hair in a restrained fashion, regardless of length (i.e., held firmly from falling over the face).
- (b) Beards and moustaches must be neatly trimmed and growth periods are confined to long vacation periods to avoid a stubble or unshaven look.

Footwear

- (a) Rubber footwear shall be maintained for general use of all employees who work with chemicals from time to time.
- (b) Safety footwear, if mandated by the Employer or W.C.B. regulations, shall be worn by employees. The Employer will reimburse employees up to \$50.00 per year on production of a receipt, on the anniversary of employment.

Bona Fide Religious Expression

This Article is subject to bona fide religious expression. In the event this Article conflicts with an employee's religious requirements, the Employer shall accommodate the employee's religious requirements subject to bona fide occupational requirements.

18.05 Unconventional Mode of Dress

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

18.06 Special Uniforms

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

ARTICLE 19 LIQUOR CONTROL LEGISLATION AND REGULATIONS

19.01 New Employees: Instruction re Liquor Control

Legislation and Regulations

All newly hired employees who will be involved in the sale or handling of liquor, will be provided with instructions to acquaint them with the relevant provisions of the liquor control legislation and regulations and the importance of complying with those regulations.

19.02 Employees Serving Liquor

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

19.03 Hours of Service

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

19.04 Implementation of Changes in Regulations

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

ARTICLE 20 DISCIPLINE AND DISCHARGE OF EMPLOYEES

20.01 Discipline and Discharge of Employees

- (a) Pursuant to Section 84(1) of the Labour Relations Code of British Columbia the following standards shall be applied:
 - i) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
 - ii) During the probation period specified in this Agreement, an employee may be discharged if he/she is unsuitable for status as a regular employee.
- (b) In the event that an employee other than probationary is discharged for just and reasonable cause the shop 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.
- (d) An employee is entitled, prior to the imposition of discipline or discharge, to be notified by management of the reasons for considering such action and be given an opportunity to respond. The employee is entitled to Union representation prior to any response being given. This meeting shall be held within fourteen (14) days of the alleged misconduct. If the meeting cannot be scheduled within fourteen (14) days, the parties can agree to schedule the meeting at a later date, or failing agreement, the Employer may impose discipline without the meeting taking place.
- (e) A steward shall have the right to consult with a staff representative of the Union and to have a representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.
- (f) Any employee shall have the right to have a Union representative present at any meeting which is for disciplinary purposes arising from 20.01(d) above or for any reason that the employee believes may be disciplinary in nature. The date, time and place of such meetings shall be scheduled at least forty-eight (48) hours in advance in order for the Union representative to be present at such meeting.
- (g) The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of his/her record.
- (h) An employee or the President of the Union or his/her designate with the written authority of the employee shall be entitled to review the employee's personnel file.
- (i) Each documented warning, oral or written, or other record of discipline shall be removed from the employee's work record on the anniversary date of its imposition unless further discipline has been imposed prior to the anniversary date.
- (j) Where the Employer intends to discipline an employee, such discipline must take place within fourteen (14) days of the occurrence of the alleged infraction or when the Employer first becomes aware of the alleged infraction or within seventy-two (72) hours of the meeting referred to in Article 20.01(d), whichever is later.
- (k) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not initiate a discussion or negotiation with respect to the grievance, whether directly or indirectly, with the aggrieved employee, without the consent of the Union.

ARTICLE 21 GRIEVANCE PROCEDURE

21.01 Definition and Recognition of a Grievance

- (a) Any complaint, disagreement or differences of opinion between the parties respecting the interpretation, application, operation or alleged violation of 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 as a grievance unless the grievance procedure is followed.

21.02 Grievance Procedure

- (a) Informal Step:

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he/she reports. At his/her option, the employee may be accompanied by the shop steward for the department in which the employee works.

- (b) Step One:

At this step, notice in writing of the grievance must be filed with a person designated by the Employer, within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

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

Any meeting between the parties at this step must involve the employee, his/her shop steward and a person from management other than the employee's immediate supervisor.

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

- (c) 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 at a meeting attended by 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.

- (d) 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 21.06.
 - 2) Go to a single arbitrator as agreed in (e) below.
 - 3) Go directly to full arbitration at Step Four.
- (e) The parties may agree to the optional dispute resolution procedure set out in Article 21.06 to resolve the grievance. Where the parties do not agree, the parties shall proceed to formal arbitration. In this event, the parties shall remit the dispute to one of the arbitrators set out in Article 21.10. Where the parties cannot agree on the arbitrators from among the list, the grievance shall be remitted to the first arbitrator listed, and thereafter appointments pursuant to this paragraph shall be made in order by rotation. Should the listed arbitrators not be available in a reasonable time, either party may apply to the Labour Relations Board for an appointed arbitrator.
- (f) Step Four:
- The final step of the grievance procedure shall be full arbitration as provided herein, unless the parties have previously agreed to be bound by the recommendations of an officer appointed by the Labour Relations Board, or by the recommendations of the investigator under the optional grievance procedure or by a single arbitrator appointed in (e) above.
- (g) 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.
- (h) Section 87(1) of the Labour Relations Code of British Columbia may be utilized but is excluded from operation by the parties to the agreement for the purposes outlined in 21.06I(b).

21.03 Arbitration Board

Seven (7) full days (excluding Sundays and holidays) shall be allowed for the setting up of a Board of Arbitration. It shall be composed of one (1) representative of the Union and one (1) representative of the Employer, and these two (2) members shall then select an impartial chairman. In the event of failure of these two (2) representatives agreeing on a chairman, the Minister of Labour shall be asked to appoint one.

21.04 Arbitration Hearing and Award

- (a) As soon as a Chairman has been appointed, the arbitration board will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the parties agree that they will meet to discuss their understanding of the issue or issues to be placed before the arbitration board, and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and placed before the arbitration board by agreement of the parties.
- (c) Each party to the arbitration will bear the expense of its nominee, and one-half of the expense associated with the appointment of the chairman.
- (d) The parties recognize that they are bound by a decision of the board, a majority of the board, or by the chairman of the board, in accordance with Section 94 of the Labour Relations Code of British Columbia.

21.05 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.

21.06 Optional Grievance Investigation Procedure

Where the parties have agreed to this optional dispute resolution process pursuant to Article 21.02 (d), the following procedure shall be adopted:

- (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:

As provided for in Section 103 of the Labour Relations Code of B.C. , 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:

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

(c) Cost Sharing:

Each party shall share the cost equally in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or his/her substitute.

(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.

21.07 Time Limits

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

21.08 Persons Authorized to Deal with Grievances

- (a) The union agrees to provide the employer with a written list of the names of any persons other than Shop Stewards, who are authorized to deal with the adjustment or 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.

21.07 Fast Track Mediation/Arbitration Process

Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal grievance procedure outlined in Article 21 of this collective agreement.

- 1) The process can only be used by mutual agreement between the parties who are signatory to this collective agreement.
- 2) The outcome will be binding on the parties.
- 3) The cost will be born in accordance with Section 112 of the Labour Relations Code, i.e. the employer - one third, union - one third, Government - one third.
- 4) The procedure may be used after Step One or Step Two of the grievance procedure
- 5) No legal counsel will be used by either party.
- 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 cases 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) Location to be agreed between the parties.
- 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 him. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
 - (e) The Decision: If mediation fails or is not appropriate, and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of his/her 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.
- 14) With respect to grievances involving customer complaints, the following will apply:
 - (a) The person to whom the complaint was given be called to testify;
 - (b) Bargaining unit or staff employees who can direct evidence with respect to the evidence be called to testify;
 - (c) Wherever possible, the complaint be committed to writing, in the customer’s own handwriting.
 - (d) Prior to the hearing, the parties discuss the evidence so there are no surprises.

21.10 Investigator, Mediator/Arbitrator

The special investigator, mediator/arbitrator referred to in this Agreement shall be selected from the following names on a rotating basis:

Joanie McEwen
David McPhillips
Rod Germaine
Brian Foley

Article 22

DEFINITIONS

22.01 Objective Interpretation

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

22.02 Time Span References

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

22.03 Specific Definitions

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

Department defined as:

- Restaurant/Pub
- Kitchen
- Front Desk
- Herons AM
- Herons PM
- Upper Deck Sports Bar
- Maintenance
- Housekeeping
- Spa
- Guest Services/Banquets

See Letter of Understanding re Herons' AM/PM seniority

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

Dated this _____ day of _____, 2007.

SIGNED ON BEHALF OF:

UNITE HERE Local 40

QUALITY RESORT BAYSIDE

Wage Rates

<u>Classification</u>	<u>First PD after Rat.</u>	<u>June 1/07</u>	<u>June 1/08</u>
	2%	3%	4%
Desk			
Clerk/Reservations	10.80	11.12	11.57
Front Desk Supervisor	12.44	12.81	13.32
Night Audit	11.94	12.30	12.79
Maintenance	11.20	11.54	11.86
Maintenance Supervisor	14.79	15.23	15.84
Janitor	11.15	11.49	11.95
Lobby Person	10.50	10.82	11.25
Room Attendant	10.50	10.82	11.25
Laundry Executive	10.50	10.82	11.25
Housekeeper	11.36	11.70	12.17
Spa Trainer	10.07	10.37	10.78
Spa Attendant	9.45	9.73	10.12
Spa Director	12.51	12.89	13.41
Spa Esthetician	13.64	14.05	14.61
Pub Bartender	9.66	9.95	10.35
Pub Supervisor	10.75	11.07	11.51
Pub Assistant Supervisor	9.96	10.26	10.67
Pub Server	9.18	9.46	9.88
Pub Cook	9.70	9.99	10.39
Pub Chef	10.83	11.15	11.60
Heron's Bartender	9.66	9.95	10.35
Heron's Server	9.18	9.46	9.88
Heron's Busser	9.18	9.46	9.88
Heron's Host/Hostess	10.07	10.37	10.78
Heron's Supervisor	11.36	11.70	12.17
Guest Services Agent	9.26	9.54	9.92
Banquet Captain			
Banquet Bartender	9.66	9.95	10.35
Banquet Server	9.18	9.46	9.88
Banquet Busser	9.18	9.46	9.88
Sous Chef	16.43	16.92	17.6
1st Cook	14.90	15.35	15.96
2nd Cook	13.08	13.47	14.01
Cook	10.80	11.12	11.57
Cook's Helper	9.67	9.96	10.36
Dishwasher	9.67	9.96	10.36

LETTER OF UNDERSTANDING #1

Between:

QUALITY RESORT BAYSIDE

(the “Employer”)

And:

UNITE HERE LOCAL 40

(the “Union”)

It is understood and agreed that the Special Investigators under Article 21.06 (d) of this Agreement shall be:

Joanie McEwen
David McPhillips
Rod Germaine
Brian Foley

Dated this _____ day of _____, 2007.

Signed on behalf of:

UNITE HERE Local 40

QUALITY RESORT BAYSIDE

LETTER OF UNDERSTANDING #2

Between:

QUALITY RESORT BAYSIDE

(the “Employer”)

And:

UNITE HERE LOCAL 40

(the “Union”)

It is agreed and understood that if the Employer wishes to offer additional hours for a p.m. server to work an a.m. server shift or an a.m. server to work a p.m. server shift, the Employer shall offer the hours to Mr. Al Kassam. After doing so, any additional hours shall be assigned on the basis of seniority within the department.

It is also agreed and understood that Mr. Al Kassam shall be red circled to accrue seniority in Heron’s Restaurant in the a.m. and the p.m. classifications for the duration of his employment. He shall accrue seniority in the department in which the actual hours are worked and said hours shall not be combined for any purpose other than severance pay.

Dated this _____ day of _____, 2007.

Signed on behalf of:

UNITE HERE Local 40

QUALITY RESORT BAYSIDE

LETTER OF UNDERSTANDING #3

Between:

QUALITY RESORT BAYSIDE

(the “Employer”)

And:

UNITE HERE LOCAL 40

(the “Union”)

It is agreed and understood that the protected working conditions referred to in Article 17.01 shall be as follows:

Free Parking - Use of the hotel’s facilities while off duty - one (1) nights accommodation free per year at any of the properties, due to availability - folio accounts.

The following shall continue as long as the Hotel continues to operate the department:

Free Fitness Membership/\$10.00 per month for spouse - free racquetball court use except during tournaments.

Dated this _____ day of _____, 2007.

Signed on behalf of:

UNITE HERE Local 40

QUALITY RESORT BAYSIDE