

COLLECTIVE AGREEMENT

Between

**OHR WHISTLER MANAGEMENT LTD.,
operating at
THE WESTIN RESORT & SPA, WHISTLER**

(Hereinafter referred to as "the Employer")

and

**CANADIAN AUTO WORKERS UNION
LOCAL 3000**

(Hereinafter referred to as "the Union")

Effective: July 1, 2006 to June 30, 2008

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ARTICLE 1 - INTRODUCTION

1.01 PURPOSE

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

1.02 GENDER REFERENCES

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

ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period from and including July 1, 2006 to and including June 30, 2008.

Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.

- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout; or
 - (iii) the parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and

conditions of employment which would be inconsistent with the express terms of this Agreement.

2.02 LABOUR RELATIONS CODE - SECTIONS 50(2) and 50(3) EXCLUDED

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

2.03 STRIKES AND LOCKOUTS

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

2.04 EXTENT

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

2.05 CONTRACTED SERVICES

The Employer shall not contract out bargaining unit work, beyond what had been contracted out prior to June 25, 2003 if the contracting out of such work would directly result:

- (a) in the layoff or reduction of regular hours of work of a regular employee; or
- (b) in the failure to recall a regular employee pursuant to Article 10.03(a), provided that the work may be contracted out during the period of time it would take the recalled employee to return to work.

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 its employees, as defined in paragraph (b) below.

- (b) Except as specifically provided otherwise, the term "employee" or "employees" as used in this Agreement shall be understood to mean the employees of the Employer in the Housekeeping Department at The Westin Resort and Spa, Whistler, B.C., with the exception of those excluded by the Labour Relations Code of B.C. or those exclusions recognized by the parties in paragraph (c) below.
- (c) The following positions are excluded from the Housekeeping Department bargaining unit:
 - Director of Housekeeping
 - Assistant Director of Housekeeping
 - Assistant Housekeeping Manager
 - Housekeeping Co-ordinator

3.02 RECOGNITION OF LEGAL PICKET LINES

- (a) No employee shall be disciplined for refusing to cross a legal picket line arising from a strike or lockout. Any employee failing to report to work as a result of this provision shall be considered to be absent without pay.
- (b) For purposes of this provision, a "legal picket line" shall mean only those picket lines expressly permitted under the Labour Relations Code of B.C.

3.03 NO DISCRIMINATION

- (a) No discrimination shall be shown against an employee who is active in the affairs of the Union.
- (b) The Employer agrees that there shall be no discrimination against any employee with respect to employment or any term or condition of employment which would violate Section 13 of the Human Rights Code of B.C., as may be amended from time to time.

In the event that the available medical evidence indicates that a disabled employee is capable of returning to work in a suitable position, the Parties acknowledge the human rights jurisprudence which results in a "duty to accommodate" being placed on the Employer, the Union and the disabled employee.

Should any dispute arise concerning the Employer's compliance with respect to Section 13 of the Human Rights Code, as may be amended from time to time, the parties shall meet to attempt to resolve the matter in dispute. If the parties are unable to resolve the dispute, the complainant employee may refer the matter to the Human Rights Council for resolution. As an alternative, the parties may mutually agree to submit the dispute for resolution to the Arbitration procedure set out in this Agreement.

- (c) The Union and the Employer recognize the right of all persons employed by the Employer to work in an environment free from sexual harassment or personal harassment by any other person employed by the Employer.

Sexual harassment shall be defined as any conduct, comment or contact of a sexual nature:

- (i) that might reasonably be expected to cause offence or humiliation to the recipient; or
- (ii) that might reasonably be perceived by the recipient as placing a demand of a sexual nature on his/her continued employment or with respect to a term and condition of his/her employment.

Personal harassment shall be defined as any improper conduct by a person employed by the Employer that is directed at and offensive to another person and is demeaning and which the first person knew or ought reasonably to have known would be offensive. Personal harassment shall not include the legitimate exercise of a supervisor's authority.

- (d) Any grievance commenced by an employee with respect to paragraph (c) above will be handled with all possible confidentiality and dispatch by the Union and the Employer.
- (e) An alleged offender under paragraph (c) above shall be entitled:
 - (i) to be given notice of the substance of the complaint brought against him/her; and
 - (ii) to be given notice of, and to attend and participate in, any arbitration hearing which is held with respect to the employee's grievance.
- (f) In the event that
 - (i) an employee raises a complaint with the Employer under paragraph (c) above, and
 - (ii) both the complainant and the alleged offender are members in the bargaining unit represented by the Union,

The Employer and the Union shall carry out forthwith a joint investigation into the complaint.

3.04 PERFORMANCE OF BARGAINING UNIT WORK

Persons whose jobs are not in the bargaining unit shall not perform work presently done by employees covered by this Agreement if the performance of such work would directly result:

- (a) in the layoff or reduction of hours of work of an employee, or
- (b) in the failure to recall a regular employee pursuant to Article 10.03(a), provided that during the period of time it would take the recalled employee to return to work, the work may be performed by a person whose job is not in the bargaining unit.

3.05 UNION BUTTONS

An employee may wear the Union button without being disciplined.

3.06 UNION ACCESS

- (a) A properly authorized representative of the Union, upon first obtaining permission in advance from the Employer, shall be allowed access to the Employer's premises for the purpose of dealing with matters arising out of this Agreement. Permission shall not be unreasonably denied by the Employer.
- (b) The Employer is entitled to require an individual to substantiate that he/she is an authorized representative of the Union.
- (c) Access to the authorized representative of the Union must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

3.07 NATURE OF COMMUNICATIONS

The Union and the Employer recognize the right of all persons employed by the Employer to be treated with integrity, trust and respect. To this end, both parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.

3.08 VIOLENCE IN THE WORKPLACE

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

- (a) The Employer shall immediately conduct an investigation into the act or threatened act of violence;

- (b) A written report shall be produced by Management within seven (7) days of the Employer becoming aware of the incident;
- (c) The Union shall be provided with a copy of this report;
- (d) This Article does not limit Management's ability to discipline employees.

3.09 PRINTING OF COLLECTIVE AGREEMENT

The Employer shall reimburse the Union for one-half (2) of the cost (up to a maximum of \$200.00) of printing of a sufficient number of copies of this Collective Agreement.

ARTICLE 4 - UNION SECURITY

4.01 MEMBERSHIP

- (a) All employees covered by this Agreement shall become members of the Union within thirty (30) days after the ratification of this Agreement by both Parties and shall, as a condition of employment, remain a member of the Union.
- (b) All new employees covered by this Agreement shall become members of the Union within thirty (30) days after the date of initial employment, and shall, as a condition of employment, remain a member of the Union.

4.02 NEW EMPLOYEES

The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this Collective Agreement, and refer such employees to the Union for purposes of obtaining a Union card.

4.03 DEDUCTION OF DUES

- (a) The Employer agrees to deduct initiation fees and Union dues (including any arrears in Union dues which may be owing to the Union) upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) All employees, as a condition of employment, shall sign an assignment of wages form upon commencement of employment. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this Article are to be forwarded to the Secretary of the Union, together with a list of

employees to whom the monies are to be credited, on or before the 28th day of the month following the month in which the deductions are made.

- (d) Before the Employer is obliged to deduct any amount under paragraph (a) above, the Union must advise the Employer in writing of the amount of the initiation fees and Union dues (including any arrears in Union dues which may be owing to the Union) to be deducted from the employee. The Employer is only required to deduct the specified amount of the initiation fees and Union dues from payments that are made directly to the employee by the Employer.
- (e) The Union recognizes and agrees that the Employer's obligations to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final paycheque and remit it as per paragraph (c) above.
- (g) The Employer agrees to show on each employee's T4 slip the amount of Union dues deducted.

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

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

- (a) has refused to become a member of the Union pursuant to Article 4.01,
- (b) has resigned from being a member of the Union, or
- (c) has revoked his/her written assignment of wages to pay initiation fees or union dues,

The Employer shall immediately discontinue the employment of such employee.

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

ARTICLE 5 - UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union shall appoint from among the employees, and the Employer shall recognize, three (3) Shop Stewards and two (2) alternate Shop

Stewards. The Union shall appoint one of the Shop Stewards to be the Chief Shop Steward. The duties of the Shop Stewards shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.

- (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 Shop Steward must not leave his/her assigned work duties to engage in the activities under paragraph (c) above without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by a Shop Steward in attending a meeting with the Employer, in regard to the reporting or resolution of a grievance, shall be considered to be time worked. The timing of such a meeting shall be mutually agreed to between the Employer and the Shop Steward. Where the meeting is held outside of the scheduled working hours of the Shop Steward attending the meeting, the Employer shall pay the Shop Steward his/her regular straight time rate of pay for the time spent at the meeting.
- (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.

5.02 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. It is agreed that the Union staff representative may attend these meetings from time to time.
- (b) The timing of the meeting referred to in paragraph (a) above shall be mutually agreed to between the Employer and the Chief Shop Steward, and shall be consistent with the needs of the operation. No more than two (2) Shop Stewards, who are otherwise scheduled to be working at the time

the meeting is to be held, shall be entitled to leave his/her work duties to attend the meeting without loss of regular pay.

- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) When the Chief Shop Steward and the Employer agree, it will not be necessary to convene the monthly meeting.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union recognizes the right of the Employer to direct the workforce, and to promote, demote, transfer, discipline or discharge.
- 6.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects.
- 6.03 The Employer also reserves the right to enact, supplement and alter, from time-to-time, reasonable rules and regulations to be observed by the employees.
- 6.04 Such management rights shall be exercised in a manner which shall not be inconsistent with the terms of this Agreement.

ARTICLE 7 - HIRING PROCESS

7.01 JOB POSTING

- (a) The Employer shall post a job vacancy pursuant to paragraph (b) below in the following circumstances:
 - (i) when the Employer decides to fill a vacant regular position within the bargaining unit, or
 - (ii) when the Employer knows in advance with reasonable certainty that a regular position within the bargaining unit will be temporarily vacant in excess of ninety (90) calendar days, or when the incumbent in a regular position within the bargaining unit has been temporarily absent from his/her position for ninety (90) calendar days, or such longer period of time as may be agreed to between the Employer and the Union.
- (b) The Employer shall post a notice of a vacant position, referred to in paragraph (a) above, for not less than seven (7) calendar days. The Employer agrees to provide the Chief Shop Steward with a copy of such posting.

- (c) The job posting referred to in paragraph (b) above shall contain the following information:
 - (i) the job title, and
 - (ii) a general outline of the duties and responsibilities.
- (d) All applications for posted jobs shall be in writing.
- (e) Notice of the awarded job shall be posted within five (5) calendar days of the award, and a copy shall be provided to the Chief Shop Steward.
- (f) If:
 - (i) a job vacancy for a position referred to in paragraph (a)(i) above is not filled within thirty (30) calendar days of the posting of the vacant position, and
 - (ii) the Employer decides that the vacant regular position still needs to be filled, and then the Employer shall re-post the vacant position pursuant to paragraph (b) above.

7.02 TEMPORARY VACANCIES

The following provisions shall apply to a job posting for a temporary vacancy pursuant to Article 7.01(a)(ii):

- (a) The temporary assignment shall be completed when the regular employee whose position has been temporarily vacant is able and available to return to his/her position or when the Employer becomes aware that the regular employee will not be able or available to return to his/her position. The Employer shall provide twenty-four (24) hours notice to the employee filling the temporary assignment prior to the completion of the temporary assignment.
- (b) Upon completion of the temporary assignment, a regular employee who had been filling the temporary assignment shall return to his/her previous regular position within the bargaining unit.
- (c) Any subsequent temporary vacancy, which arises as a result of a regular employee within the bargaining unit filling the initial posting, does not have to be posted.

ARTICLE 8 - HOURS OF WORK

8.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one day;
 - (ii) not more than five (5) working days in any seven (7) day period (Sunday to Saturday);
 - (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 as per the overtime provisions contained in the Employment Standards Act of B.C., as may be amended from time to time.
- (c) Subject to paragraph (e) below, all overtime work required by the Employer will be voluntary.
- (d) When overtime is required by the Employer, the work will be offered to the employees in the particular classification on a seniority basis, provided that the employees have the required skill, ability and qualifications to perform the work.
- (e) In the event that all of the employees who are offered the overtime work by the Employer refuse such work, then the junior employee(s) in the particular classification who has the required skill, ability and qualifications must perform the overtime work.
- (f) When the Employer requires overtime to be performed at the end of the regular working shift, the Employer shall offer the overtime work, pursuant to paragraphs (d) and (e) above, to employees who are scheduled to work on that day.
- (g) In the event the Employer directs an employee to perform overtime work, pursuant to paragraph (e) above, at the end of the regular working shift, then, if required by the employee, the Employer shall arrange for transportation for the employee after the completion of the overtime work if the distance the employee must travel is at least 25 kms, and not more than 75kms, from the workplace. Should the Employer be required to arrange such transportation, then the employee shall only be entitled to receive one-half of the travel allowance provided pursuant to Article 16.01 for that shift.

- (h) The parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force. Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on the sixth (6th) consecutive day, provided that the additional hours do not result in the employee working more than forty (40) hours in the six (6) days at straight time. Such an employee may decline the additional hours without affecting his/her rights under this Agreement. All sixth (6th) shifts must be offered in order of seniority.

8.02 SPLIT SHIFTS

- (a) Where split shifts are offered by the Employer, they must conform with the following guidelines:
 - (i) no shift of less than seven (7) hours may be split;
 - (ii) no shift may be split more than once;
 - (iii) no part of a split shall be less than two (2) hours;
 - (iv) all split shifts must be worked within a twelve (12) hour period.

An employee shall be entitled to decline any split shift assignment offered by the Employer without affecting his/her rights under this Agreement.

- (b) A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.
- (c) The Premiums shall be as follows:
 - (i) seven (7) hours worked for eight (8) hours straight time pay.
 - (ii) eight (8) hours worked for nine (9) hours straight time pay.

8.03 ASSIGNMENT OF SHIFTS

- (a) All shifts assigned by the Employer must conform with the following guidelines:
 - (i) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
 - (ii) Shifts of 5, 6, 7 or 8 hours may be assigned, subject to the provisions of paragraph (b) below.

- (b) While the Employer is entitled to schedule daily and weekly shifts of various lengths as provided for in this Agreement, the Employer will make every reasonable effort to schedule the maximum number of regular employees to shifts of eight (8) hours before instituting shifts of lesser hours. This paragraph shall not be construed as requiring the Employer to create split shifts.
- (c) The Employer shall assign the longest weekly shifts to employees with the most seniority within the classification. The Employer shall assign all available forty (40) hour weekly shifts to the employees with the most seniority within the classification before implementing shifts of lesser hours.
- (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) Employees may exchange shifts with prior authorization of the Employer, and the Employer shall not unreasonably withhold authorization. There shall be no increased cost to the Employer should employees exchange shifts with the Employer=s authorization, and there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

In the event that an employee agrees to exchange a shift with another employee, with the prior authorization of the Employer, which would result in either employee working in excess of the normal straight time hours of work set out in Article 8.01(a), the Parties agree that the employee shall not be entitled to receive any overtime payment for such excess hours of work. In other words, the employees shall receive their regular rate of pay for all hours of work resulting from the exchange of shifts.

8.04 DAYS OFF

All employees shall receive two (2) consecutive days off within the work week, unless otherwise mutually agreed to. However, the Parties acknowledge that there may be certain operational requirements on occasion when the Employer will need to schedule the hours of work in a classification where two (2) days off will not be consecutive. In the event that the required number of employees do not agree to split their days off, then the junior employee(s) in the particular classification will be scheduled where the two (2) days off will not be consecutive.

8.05 EMPLOYEE'S RESPONSIBILITY: WORK START TIME

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

8.06 WORK SCHEDULES

- (a) The Employer agrees to make every reasonable effort to post the weekly work schedule by Thursday at 4:30 p.m. for the following week. The schedule will be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
 - employee's name
 - classification
 - days off
 - starting and finishing times
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (d) The Employer shall provide the Chief Shop Steward with a copy of the posted work schedule.

8.07 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to twenty-four (24) hours notice, or such lesser period of notice as may be agreeable to the particular employee, of any change in their respective schedules. Employees whose schedules are changed, without this advance notice being provided, 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.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule or in the case of an unanticipated increase in the workload to be performed by the scheduled employees, the Employer may give notice of less than twenty-four (24) hours when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled are obligated to provide the Employer with notice, or to have someone else notify the Employer on their behalf, at least three (3) hours prior to their scheduled reporting time, or as soon after that time that is possible in the circumstances, to allow the Employer time to cover the absence.

- (d) In situations where an employee has not been provided with notice of a change in his/her work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay for all hours he/she was scheduled to work, unless the employee is unfit to perform his/her duties or he/she has failed to comply with the Occupational Health and Safety Regulations of the Workers' Compensation Board.

8.08 UNPAID MEAL BREAKS

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid one-half (1/2) hour meal break between the third (3rd) and fifth (5th) hours of work.

8.09 REST PERIODS

- (a) All employees are entitled to rest periods in accordance with the following schedule:
 - (i) Four (4) hours - one fifteen (15) minute rest period;
 - (ii) Five (5) hours - one fifteen (15) minute rest period;
 - (iii) Six (6) hours - one fifteen (15) minute rest period;
 - (iv) Seven (7) hours - two (2) fifteen (15) minute rest periods;
 - (v) Eight (8) hours - two (2) fifteen (15) 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.

8.10 PAYMENT FOR TIME IN LIEU OF BREAKS

Employees who are directed by the Employer to forego rest periods or meal breaks shall, in addition to being compensated for time worked in lieu of a break or breaks, receive an additional sum equal to the amount of the lost break or breaks to a maximum of thirty (30) minutes per shift. Housekeeping Management must give prior approval and sign off for employees to forego rest periods or meal breaks.

ARTICLE 9 - SENIORITY

9.01 SENIORITY ENTITLEMENT DEFINED

Seniority is defined as the employee's length of service within a classification from the date of hire.

9.02 PROBATION

- (a) All new employees shall be on probation for the first ninety (90) calendar days of employment from the date of hire.
- (b) The purpose of the probationary period is to determine, in the opinion of the Employer, the suitability of the employee for continued employment.
- (c) Only those employees who have successfully completed their probationary period are entitled to claim the rights arising out of seniority. After the employee has successfully completed his/her probationary period, his/her seniority shall be calculated from the date of hire.
- (d) Any employee in the bargaining unit who is granted a promotion or transfer by the Employer to a position within the bargaining unit shall be on a trial period for ninety (90) calendar days or thirty (30) days worked, whichever comes first. During this period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer. If, within the first sixty (60) calendar days or twenty (20) days worked of the trial period, whichever comes first, the Employer has concerns with respect to the employee being able to satisfy the requirements of the work performance criteria for the job, the Employer will advise the employee of the general nature of those concerns.
- (e) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should the employee decide during the trial period he/she does not want to continue in the job, then the employee shall be returned to his/her former position. In such circumstances, the Employer shall have the right to require all employees who changed positions in consequence of the promotion or transfer, to move back into their positions and wage rates which they occupied prior to the promotion or transfer

9.03 SENIORITY LISTS

- (a) An up-to-date seniority list shall be provided to the Union in January of each year. The Employer will also provide the Union with a list of all employees which will include their mailing addresses.
- (b) New employees will be added to the list at the time they attain seniority.

9.04 LOSS OF SENIORITY

- (a) Seniority will be lost and employment terminated when an employee:
 - (i) voluntarily terminates his/her employment; or

- (ii) is discharged for just and reasonable cause; or
 - (iii) is recalled to work and does not report to work as per the recall procedure; or
 - (iv) is on layoff in excess of ten (10) consecutive months; or
 - (v) is absent without notice for three (3) working days, unless the employee can demonstrate to the satisfaction of the Employer that there were reasonable grounds for his/her not having notified the Employer.
- (b) Notwithstanding Article 9.04(a)(iv) should there be any layoff of an employee as a direct result of renovations to the Employer's premises, the recall period shall be extended by the length of the closure due to the renovations, to a maximum extension of the recall period by a further two (2) consecutive months.

ARTICLE 10 - LAYOFF AND RECALL

10.01 NOTICE OF LAYOFF

- (a) Subject to paragraph (b) below, seven (7) calendar days notice of layoff, or pay in lieu thereof, shall be given to an employee before he/she is laid off.
- (b) The notice of layoff in paragraph (a) above will not have to be provided by the Employer when the layoff of the employee is caused by an Act of God.
- (c) For the purposes of this Collective Agreement, the term "layoff" shall mean a temporary interruption of the employee's regular work schedule with the Employer which exceeds five (5) working days.

10.02 LAYOFF PROCEDURE

An employee will be laid off within his/her classification according to his/her seniority, provided that the senior employees in the classification have the sufficient skill, ability and qualifications to perform the work.

10.03 RECALL PROCEDURE

- (a) An employee on layoff shall be recalled to available work in his/her classification according to his/her seniority, provided that the employee has the sufficient skill, ability and qualifications to perform the work.

- (b) An employee who is on layoff and who wishes to be considered for recall to work must ensure that the Employer is at all relevant times aware of the employee's current address and telephone number.
- (c) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or telegraph. An employee failing to report for duty within sixty (60) hours, excluding Saturday and Sunday, from the time of such notification shall be considered to have resigned without notice.
- (d) The report time in 10.03(c) may be extended by mutual agreement.
- (e) The Employer shall advise the Chief Shop Steward of the recall notification given to a laid off employee. A copy of any written recall notice sent to a laid off employee pursuant to paragraph (c) above shall also be provided to the Chief Shop Steward.

ARTICLE 11 - ADMINISTRATION

11.01 WAGE RATES

The wage rates set out in Appendix "A" shall be paid to the job classifications listed therein, and such wage rates shall remain in effect throughout the specified or extended term of this Agreement.

11.02 NEW CLASSIFICATION

- (a) In the event the Employer creates a new job classification within the bargaining unit, the Parties shall negotiate a minimum wage rate for the new job classification in question.
- (b) Pending final agreement on the negotiated wage rate pursuant to paragraph (a) above, the Employer shall set an interim wage rate for the new job classification. If the final negotiated wage rate is higher than the interim rate, the negotiated wage rate shall be retroactive to the establishment of the new job classification.
- (c) If the Parties are unable to reach agreement on the negotiated wage rate for the new job classification, then the dispute will be settled through the arbitration procedure of this Agreement.

11.03 PAYMENT OF WAGES UPON RESIGNATION OR TERMINATION

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of his/her resignation.

- (b) When an employee is terminated, the Employer shall pay all wages owing to him/her within 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.

11.04 ELECTION DAY

The Employer agrees to comply with all relevant legislation regarding work on election days. The posted regular work schedule will prevail for Federal and Provincial election days.

11.05 PAYROLL AND TIME ENTRY ERRORS

- (a) In the event that the Employer makes a payroll error which results in a shortage in the employee's pay cheque, the Employer will issue a separate cheque to correct the error within forty-eight (48) hours (excluding Saturdays, Sundays and Statutory Holidays) of becoming aware of the error.
- (b) In the event that the employee makes a time entry error which results in a shortage in the employee's pay cheque, the error shall be corrected on the next regular pay day following the date on which the Employer becomes aware of the error.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 STATUTORY HOLIDAYS

The following shall be considered statutory holidays:

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

After one (1) year continuous service, the floating holiday will be taken, within the following period of twelve (12) months, at a time mutually agreeable to the employee and the Employer payable at straight time for each hour the employee would normally have worked. Thereafter, the annual floating holiday must be taken by the employee within the calendar year at a time mutually agreeable to the employee and the Employer. Should any other statutory holiday be proclaimed as mandatory during the term of the Agreement, it shall be substituted for the floating holiday.

12.02 PAYMENT FOR STATUTORY HOLIDAY

- (a) Employees, who are eligible for statutory holiday pay pursuant to Article 12.03 below, will receive their regular rate of pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) The Employer shall utilize the formula in Section 45(1) of the Employment Standards Act of B.C., as may be amended from time to time, in determining the statutory holiday pay to be provided to an eligible employee for the purposes of paragraph (a) above.
- (c) An employee who is scheduled by the Employer to work on a statutory holiday shall be paid one and one-half (12) times his/her regular rate of pay for any hours so worked, in addition to the payment provided for in paragraph (a) above if the employee is eligible to receive the statutory holiday pay.
- (d) An employee who works more than twelve (12) hours on a statutory holiday shall be paid double his/her regular rate of pay for any excess hours so worked.
- (e) The Employer agrees not to arbitrarily change an employee's shift to avoid paying the statutory holiday premium. However, the parties agree that the applicable hours, associated with any statutory holiday pay, shall not be counted when determining that employee's weekly overtime entitlement for the work week in which the statutory holiday occurs.

12.03 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

To be eligible to receive pay for a statutory holiday, an employee must:

- (i) have completed his/her first thirty (30) days of employment; and
- (ii) have earned wages or performed work in respect of ten (10) of the last thirty (30) calendar days before a statutory holiday occurs.

12.04 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

If an employee is scheduled to work on a statutory holiday but fails to report for work on that day, without leave of the Employer or without demonstrating reasonable cause, he/she shall not receive any statutory holiday pay under Article 12.02(a) above for such statutory holiday.

12.05 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

A statutory holiday falling within an employee's scheduled vacation period shall not count as a day of vacation entitlement, provided the employee is eligible to receive the statutory holiday pay.

ARTICLE 13 - ANNUAL VACATION

13.01 CASUAL AND TEMPORARY EMPLOYEES

Casual and temporary employees shall receive vacation pay on each pay cheque at the rate of four percent (4%) of the regular and overtime wages paid to the employees.

13.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS

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

Completed Years Of Service	Annual Vacation Time	Annual Vacation Pay
Less than 1 year	0 weeks	4%
1 year but less than 2 years	2 weeks	4%
2 years but less than 7 years	3 weeks	6%
7 years or more	4 weeks	8%

(b) Annual vacation pay shall be calculated using the applicable percentage from paragraph (a) above, as a percentage of the employee's gross earnings for the preceding vacation year.

(c) "Gross earnings", as used in paragraph (b) above, shall mean the total earnings realized by the employee from the payment by the Employer of wage rates for straight-time, overtime, vacation pay and statutory holiday pay.

13.03 VACATION SCHEDULING

(a) An employee shall have the right to decide whether his/her vacation entitlement shall be taken in one (1) period or split. An employee who chooses to split his/her vacation must schedule his/her entitlement into segments of no less than one (1) calendar week, unless otherwise mutually agreed between the Employer and the employee.

- (b) Subject to the operational requirements of the Employer, employees shall have preference within their classification with respect to the scheduling of their annual vacations according to the seniority list, provided the employee files his/her vacation request with the Employer before March 31st of the year in which the vacation is to be taken.

13.04 VACATION TO BE TAKEN BY DECEMBER 31 ST

- (a) Subject to paragraphs (b) and (c) below, all vacations shall be taken at a time, to be mutually agreed upon by the Employer and the employee, on or before December 31st in each and every year.
- (b) Unless otherwise mutually agreed between the Employer and the employee, no vacations shall be scheduled to be taken from December 15th of one year up to and including April 15th or the day after Easter Monday, whichever is later.
- (c) An employee may request that one (1) week of his/her vacation entitlement be banked, which week must be taken during the following calendar year. Such request shall not be unreasonably denied.

13.05 PAYMENT OF VACATION PAY

- (a) An employee who leaves the employ of the Employer shall be paid any vacation pay entitlement which had not been previously paid to the employee prior to the date his/her employment is terminated.
- (b) An employee who is laid off by the Employer shall choose to be paid any vacation pay entitlement, which had not been previously paid to the employee prior to the date of his/her layoff from employment, at one of the following two times:
 - (i) at the time of his/her layoff, provided that the employee has given the Employer two (2) weeks advance notice in writing, or
 - (ii) on the pay day closest to December 15th.

An employee who fails to choose one of the above two options shall be provided his/her outstanding vacation pay pursuant to (ii) above.

ARTICLE 14 - HEALTH AND WELFARE PLAN

14.01 ELIGIBILITY

- (a) An employee, who works twenty-four (24) or more hours per week, shall be eligible to become insured for the benefit coverages set out in Article

14.02 commencing upon the completion of the waiting period of six (6) months of continuous employment.

- (b) The cost of the premiums for the benefit coverages set out in Article 14.02 shall be paid one hundred percent (100%) by the Employer.
- (c) All eligible employees must provide the Employer with written proof of their registration for Fair Pharmacare prior to the commencement of the benefit coverage set out in Article 14.02.

14.02 HEALTH AND WELFARE BENEFIT COVERAGE

- (a) Life Insurance - The Plan shall provide coverage of thirty thousand dollars (\$30,000.00). The amount of the coverage shall be reduced to fifteen thousand dollars (\$15,000.00) on the date the employee attains the age of sixty-five (65). The benefit coverage shall cease when the employee attains the age of seventy (70).

The Plan shall include similar coverage for accidental death and dismemberment insurance.

- (b) Health Insurance - The employee, and his/her eligible dependents, shall receive the level of benefits as provided for in the Plan. There is a deductible of twenty-five dollars (\$25.00) per calendar year for the total covered expenses incurred by all covered persons in a family. (Effective January 1, 2007, the annual deductible amount shall increase to fifty dollars (\$50.00).) The benefit coverage shall cease when the employee attains the age of seventy (70).

The Health Insurance Plan shall provide for Vision Care for the employee and his/her eligible dependents, on the following basis:

A maximum of \$250.00 in any 24 month period for eyeglasses and frames and/or contact lenses.

- (c) Dental Insurance - The employee, and his/her eligible dependents, shall receive the following levels of coverage under the Plan:
 - (i) Basic Services - 100%
 - (ii) Restorative Services - 50%
 - (iii) Orthodontic Services - 50%

There is a calendar year maximum for basic and restorative expenses combined of two thousand five hundred dollars (\$2,500.00).

There is a lifetime maximum for orthodontic expenses of two thousand dollars (\$2,000.00).

The benefit coverage shall cease when the employee attains the age of seventy (70).

14.03 MEDICAL SERVICES PLAN OF B.C.

- (a) An employee shall be eligible to receive the benefit coverage under paragraph (b) below commencing on the first day of the month coinciding with or next following three (3) months of continuous employment, provided that the employee has worked an average of twenty-four (24) or more regular hours per week during that three (3) month period.
- (b) The Employer shall pay 100% of the regular monthly premiums for an eligible employee, and his/her eligible dependents, for coverage under the Medical Services Plan of B.C.
- (c) If, after completing three (3) months of continuous employment from his/her date of hire, the employee does not meet the eligibility requirement in paragraph (a) above, then the employee shall be eligible to receive the benefit coverage under paragraph (b) above after having worked an average of twenty-four (24) or more regular hours per week during any period of three (3) consecutive calendar months.

14.04 COVERAGE WHILE ON LAYOFF OR LEAVE OF ABSENCE WITHOUT PAY

Subject to Article 15.08(d) of this Agreement and any provision in the applicable Plan to the contrary, an eligible employee who is laid off or who is on a leave of absence without pay may elect to maintain his/her benefit coverages under Articles 14.02 and 14.03 for a maximum period of up to three (3) consecutive months, by paying to the Employer, in advance of the layoff or leave of absence, 100% of the cost of all the premiums for the benefit coverages for the period of the absence from work.

14.05 WEEKLY INDEMNITY

- (a) An employee, who works twenty-four (24) or more hours per week, shall be eligible to become insured for the weekly indemnity coverage under paragraph (b) below commencing upon the completion of the waiting period of six (6) months of continuous employment.
- (b) Once eligible, the employee will be entitled to receive the following coverage as provided for in the Plan:
 - (i) sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the employee's normal weekly earnings, not to exceed the maximum weekly benefit of seven hundred dollars (\$700), which shall be paid to the injured or

ill employee on a 1-1-4 basis (that is, coverage from the 1st day of accident, 1st day of hospitalization and 4th day of illness);

- (ii) the benefit is payable for a maximum period of one hundred and nineteen (119) days of the employee being continuously disabled due to illness or injury.

The benefit coverage shall cease when the employee attains the age of sixty-five (65).

- (c) The Employer's contribution of the cost of the premiums for the weekly indemnity benefit coverage shall be one hundred percent (100%).
- (d) The Employer may require an employee to provide a medical certificate from a qualified medical practitioner to prove illness or injury.

14.06 LONG TERM DISABILITY

- (a) An employee, who works twenty-four (24) or more hours per week, shall be eligible to become insured for the long term disability coverage under paragraph (b) below commencing upon the completion of the waiting period of six (6) months of continuous employment.
- (b) Once eligible, the employee will be entitled to receive the following coverage as provided for in the Plan:
 - (i) sixty percent (60%) of the employee's basic monthly earnings, not to exceed the maximum monthly benefit of three thousand dollars (\$3,000);
 - (ii) the benefit is payable following an elimination period of the employee being continuously disabled for one hundred and twenty (120) days.

The benefit coverage shall cease when the employee attains the age of sixty-five (65).

- (c) The cost of the premiums for the long term disability coverage shall be paid one hundred percent (100%) by the eligible employee, which shall be paid by means of payroll deduction.
- (d) Article 14.06 shall not apply to a seasonal employee. For the purposes of this provision, a seasonal employee shall mean an employee whom the Employer reasonably anticipates will be laid off for the majority of the period between April 16th and December 14th, both dates inclusive.

14.07 CONDITIONS OF COVERAGE

- (a) All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier, as may be amended from time-to-time by the carrier.
- (b) Providing that the Employer fulfils its responsibility to pay the premiums for the applicable benefit coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant a leave of absence without pay or benefits to an employee, who has completed the probationary period, and who is appointed or elected to a Union Office for a period of up to and including three (3) years.
- (b) A request for such an approved leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by the Secretary of the Union.
- (c) An employee who obtains such a leave of absence shall return to his/her employment within thirty (30) calendar days after the completion of his/her employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

15.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay:
 - (i) for up to seven (7) days to not more than one (1) employee who is elected as a delegate to attend a Union convention, or
 - (ii) to not more than four (4) employees who are members of the Union's negotiating committee.

Written notice shall be given at least seven (7) days prior to the commencement of such leaves.

- (b) The Employer, upon receipt of written notice from the Union, shall grant up to seven (7) days leave of absence without pay for up to one (1) employee at any one time, to attend bona fide shop steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (c) The Employer may grant further unpaid leaves of absence for up to seven (7) days to not more than one (1) employee, for the purpose of attending mutually agreed upon education programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.
- (d) Only employees who have completed their probationary period shall be entitled to a leave under this Article.

15.03 COURT ATTENDANCE

Any employee covered by this Agreement, who may be required by the Employer or summoned by the Crown to attend any hearing to give evidence arising out of his/her employment with the Employer, shall be compensated at the straight time hourly rate as called for in this Agreement, with a minimum of four (4) hours pay.

15.04 BEREAVEMENT LEAVE

- (a) Any employee, who has completed the probationary period, will be granted a leave of absence for three (3) working days without loss of regular pay in the event of the death of a member of his/her immediate family. The leave shall be taken within the period of two (2) weeks following the date of the death or the date the employee is notified of the death.
- (b) "Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse, father-in-law or mother-in-law.
- (c) For purposes of this Article, "spouse" shall be defined to include a common-law spouse with whom the employee has cohabited for a continuous period of at least one (1) year.

15.05 JURY AND WITNESS DUTY

An employee, who serves on a jury or as a witness for the Crown, shall be granted a leave of absence without loss of regular pay for up to twenty (20) working days for this purpose, provided that the employee concerned deposits with the Employer any pay received by the employee for serving as a juror or witness. To be eligible for this paid leave, the employee must have completed his/her probationary period.

15.06 GENERAL LIMITATION ON LEAVES OF ABSENCE

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.

15.07 COMPASSIONATE LEAVE

In the case of serious illness in the family, and where there is no other caregiver available, the Employer shall grant the employee a leave of absence without pay for up to seven (7) days.

15.08 MATERNITY AND PARENTAL LEAVE

- (a) The maternity and parental leave provisions of the Employment Standards Act of B.C., as may be amended from time to time, are applicable to the employees covered by this Agreement.
- (b) Upon submission of a certificate from a qualified medical practitioner, an employee shall be granted a leave of absence without pay for the period of her pregnancy prior to the commencement of her maternity leave pursuant to the Employment Standards Act.
- (c) An employee granted maternity or parental leave shall return to his/her former job, or to a comparable job, without loss of seniority.
- (d) During an employee's maternity or parental leave, the Employer shall continue to pay its share of the premium costs for the Health and Welfare benefits of the employee, if otherwise eligible, in the same manner as if the employee were not absent where:
 - (i) the Employer pays the total premium cost of the benefit, or
 - (ii) the employee elects to continue to pay his/her share of the premium cost of a benefit that is paid for jointly by the Employer and the employee.

15.09 FAMILY RESPONSIBILITY LEAVE

The Family Responsibility Leave provisions of the Employment Standards Act of BC as may be amended from time to time, are applicable to the employees covered by this Agreement.

ARTICLE 16 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS

16.01 TRAVEL ALLOWANCE

The Employer agrees to pay a travel allowance of eight dollars (\$8.00) per shift to employees who have to travel 25 kms or more to the workplace, unless alternate arrangements are made at no cost to the employee. Effective July 1, 2007, the amount of the travel allowance shall be increased to eight dollars and twenty-five cents (\$8.25).

16.02 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.

16.03 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 Workers' Compensation benefits, the employee is entitled to reinstatement in his/her former position within twenty-four (24) hours, with all rights and conditions which he/she formerly enjoyed, according to the terms of the Agreement which is in effect at the time of his/her return, subject to the further conditions which follow.
- (b) Prior to reinstating the employee, the Employer may request documentation from a physician or the Workers' Compensation Board certifying that the employee is physically able to resume the performance of the duties if such employee has been absent for a period of three (3) days or more.

- (c) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

16.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

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

16.05 WAGES EVERY SECOND FRIDAY

Wages shall be paid every second Friday with a maximum of six (6) working days held back, in a manner convenient to the Employer but in such a way as to eliminate waiting on the part of the employee.

16.06 PERSONAL EFFECTS

The Employer agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets. It is acknowledged by the Parties that the employees may be required to share lock-up facilities, and that it shall be the responsibility of the employees to supply their own locks.

16.07 NO AUTHORITY OVER GRATUITY

The Employer agrees that management has no authority over any monetary gratuity which a client may leave for the employees.

ARTICLE 17 - HEALTH & SAFETY

17.01 HEALTH AND SAFETY LEGISLATION

- (a) The Employer agrees to institute and maintain reasonable precautions to provide every employee a safe and healthy workplace.
- (b) The Employer shall comply with all applicable provincial and municipal health and safety legislation and regulations.
- (c) Should any dispute arise concerning the Employer's compliance with any legislation or regulations referred to in paragraph (b), the Parties shall meet to attempt to resolve the matter in dispute. If the Parties are unable to resolve the dispute, either Party may refer the matter to the external agency or tribunal responsible for the administration or enforcement of the applicable legislation. As an alternative, the Parties may mutually agree to

submit the dispute to the grievance and arbitration procedures of this Agreement for resolution.

17.02 HEALTH AND SAFETY COMMITTEE

- (a) A Health and Safety Committee shall be established which is composed of eight (8) members. Up to four (4) of the members shall be appointed by the Employer. The remaining four (4) members shall be selected in the following manner:
 - (i) two (2) members to be chosen by the Union from amongst the employees in the bargaining unit covered by this Agreement; and
 - (ii) two (2) members to be selected by the employees of the Employer working outside of the Housekeeping Department.
- (b) The members of the Health and Safety Committee shall select a Chair, a Vice-Chair and a Secretary from amongst themselves. These three positions shall be filled in the following manner:
 - (i) one position shall be filled by one of the members appointed by the Employer;
 - (ii) one position shall be filled by one of the members chosen by the Union; and
 - (iii) one position shall be filled by one of the members selected by the employees of the Employer working outside of the Housekeeping Department.
- (c) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.
- (d) Time spent by an employee covered by this Agreement, in the course of his/her duties as a Committee member, shall be paid at the employee's regular rate of pay.

17.03 FIRST AID ATTENDANT

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

17.04 INJURY AT WORK

- (a) An employee who is injured while at work, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of his/her work day at his/her regular rate of pay.
- (b) An employee which is injured or falls ill while at work shall be provided transportation, when necessary, at the expense of the Employer to the nearest medical clinic or physician for initial treatment.

17.05 CONFIDENTIALITY OF HEALTH INFORMATION

The Employer shall not reveal any health information concerning a present or former employee to a third party, unless required by law, without the written, informed consent of the employee for each occasion upon which the health information is required.

17.06 LIGHT DUTY/MODIFIED WORK/ACCOMMODATION

The Employer will advise the Union of the following with respect to an employee to whom the Employer is providing light duty, modified work or accommodation arrangements (hereinafter referred to as "light duty work"):

- (i) The date that the employee commences the light duty work; and
- (ii) A general description of the nature of the light duty work as of the date that the Employer becomes aware of the light duty work which the employee will be performing, or as of the date the employee commences to perform the light duty work, whichever is first; and
- (iii) The date that the employee ceases to perform the light duty work.

ARTICLE 18 - EMPLOYEE CONDUCT AND DRESS

18.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES

The Employer will post any written house rules it may enact for the conduct of its employees, and will file a copy of such written rules with the Union before enforcing them. Filing with the Union Office is accomplished by delivery of a copy of the rules through registered mail.

18.02 UNIFORMS

Where the Employer requires special uniforms to be worn, two (2) uniforms will be supplied to the employees, except for those employees who are scheduled to work for the Employer for only one (1) or two (2) days per week, in which case

only one (1) uniform will be supplied. A replacement uniform shall be provided to the employee when he/she returns the worn out uniform to the Employer.

18.03 CONTROL OF ABSENTEEISM

Recognizing that the absenteeism by employees creates staffing and scheduling problems, disruption in the workplace 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 in the following circumstances:
 - (a) when an employee is absent due to illness or injury for three (3) or more consecutive days, or
 - (b) when, in its sole determination, the Employer believes that
 - 1. there is a concern in regard to the legitimacy of the employee's requested absence from work due to illness or injury, or
 - 2. there is a pattern of absenteeism on the part of the employee, or
 - 3. the employee's record of absenteeism due to illness or injury is excessive compared to other employees in the bargaining unit.

In making its determination under sub-paragraph (b) above, the Employer agrees that it will not act in a manner which is arbitrary, discriminatory or in bad faith.

- (ii) Every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on their behalf, at least three (3) hours prior to their scheduled reporting time, or as soon after that time that 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) In relation to any provision in this Collective Agreement where the Employer is entitled to require medical evidence of an employee's ability to return to work or to continue to work, the Employer may require that the employee be examined by and present a medical certificate from a physician agreed to between the employee's physician and the Employer's

physician. In the event that the 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 for by the Employer.

ARTICLE 19 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

19.01 DISCIPLINE AND/OR DISCHARGE FOR JUST CAUSE

- (a) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
- (b) In the event that an employee other than probationary is discharged for just and reasonable cause, the Chief Steward will be notified and provided with the reasons for the discharge.

19.02 DISCIPLINARY WARNINGS

- (a) Any verbal or written warning that has been placed on the file of an employee will be removed from his/her file after the expiration of twelve (12) months from the date it was issued, provided there have not been any further disciplinary infractions during that period and provided that the written warning is not material to any pending disciplinary action.
- (b) An employee who is on any leave without pay, including a lay off or a leave of absence for injury or illness, for a period in excess of thirty (30) calendar days will have the twelve (12) months period, referred to in paragraph (a) above, extended by the full length of the leave without pay.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

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.

20.02 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 Assistant Director of Housekeeping. At his/her option, the employee may be accompanied by a Shop Steward.

(b) Step One:

At this step, notice in writing of the grievance must be filed with the Director of Housekeeping, within fourteen (14) 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 the Director of Housekeeping or another person designated by the Employer (other than the employee's immediate supervisor).

The Employer's representative must answer the grievance in writing within seven (7) 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 between the employee, the Chief Steward and/or a Union representative and a person or persons designated by the Employer.

This step must be taken by notice in writing within seven (7) days of the date on which the written answer was delivered in Step One. The Parties shall meet to discuss the grievance within ten (10) days of the date the written notice was submitted pursuant to this step. The Employer's representative must answer the grievance in writing within seven (7) days of the meeting.

(d) In the event that a resolution of the grievance, satisfactory to the Union and Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to a Single Arbitrator as outlined below. This step must be taken by notice in writing within seven (7) days of the date of completion of Step Two.

(e) Prior to proceeding as outlined in (d) above, either party may choose to utilize Section 87 of the Labour Relations Code of B.C. Notification of the use of Section 87 must be received within the time limits set out in paragraph (d).

20.03 SINGLE ARBITRATOR

The Parties shall have fourteen (14) days to agree on a single arbitrator. Failing such agreement, either party may request the Director of the Arbitration Bureau to appoint such arbitrator.

20.04 UNION OR EMPLOYER GRIEVANCE

The Union and the Employer shall each have the right to process grievances which may arise regarding the interpretation, application, operation or alleged violation of this Agreement. Such a grievance shall commence at Step Two within the time limit set out in Step One.

20.05 DISMISSAL GRIEVANCE

In the case of a dispute arising from an employee's dismissal, the grievance shall commence at Step Two within fourteen (14) days from the date of the dismissal.

20.06 ARBITRATION HEARING

- (a) As soon as an Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within thirty (30) 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 discuss their understanding of the issue or issues to be placed before the Arbitrator, and will attempt to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and any statement of agreed facts will be prepared in written form and placed before the Arbitrator by agreement of the Parties.
- (c) Each party to the arbitration will bear one-half the expense associated with the appointment of the Arbitrator.
- (d) The decision of the Arbitrator shall be binding on both Parties and any employee affected by it.

20.07 AUTHORITY OF THE ARBITRATOR

- (a) The Parties recognize that the authority of the Arbitrator is set out in Section 89 of the Labour Relations Code of B.C.
- (b) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

20.08 TIME LIMITS

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

20.09 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

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

ARTICLE 21 - DEFINITIONS

21.01 TIME SPAN REFERENCES

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

21.02 TYPES OF EMPLOYEES

- (a) Casual Employee

An employee who works from time to time, on an "on-call basis" to meet staffing needed in addition to the regular staffing level.

The following Articles shall not apply to casual employees:

Articles 9.01, 10, 13 (with the exception of 13.01), 14, 15 (with the exception of 15.03 and 15.06), 16.03 and 17.02(d).

- (b) Temporary Employee

An employee hired for a particular project, for a period not to exceed ninety (90) days, with no expectation of continuing employment beyond the completion of the particular project for which the employee was hired.

The Employer shall not hire a temporary employee if there is a regular employee on layoff who has the sufficient skill, ability and qualifications to perform the work associated with the particular project.

The following Articles shall not apply to temporary employees:

Articles 9.01, 10, 13 (with the exception of 13.01), 14, 15.01, 15.02 and 15.05.

(c) Regular Employee

An employee, other than a casual or temporary employee, who has completed his/her probationary period.

SIGNED this _____ day of _____, 2006.

FOR:
OHR WHISTLER MANAGEMENT LTD.

FOR:
CANADIAN AUTO WORKERS UNION,
LOCAL 3000

Karen Wilhelm, Director
Human Resources

Bhupinder Grewall
Committeeperson

Lisa McCormick
Human Resources

George Palmer
Committeeperson

Alan Winter
Fasken Martineau

Ellen-Marie Chiasson
CAW L3000 Service Representative

Pete Smith
National Representative

APPENDIX "A"

WAGE RATES

<u>Classifications</u>	<u>July 1/2006</u>	<u>July 1, 2007</u>
Room Attendant	\$16.40	\$16.81
House Attendant	\$16.40	\$16.81
Uniform Attendant	\$16.40	\$16.81
Floor Supervisor	\$17.57	\$18.01

Start Rate: An employee shall receive 85% of the wage rate of the applicable classification during his/her first twelve (12) months of continuous employment with the Employer.

Notwithstanding the above provision, it is agreed that the Director of Housekeeping shall, at his/her discretion, be entitled to waive the start rate, for any or all of the first twelve (12) month period of continuous employment, for a new employee who the Director of Housekeeping determines has recognized and acceptable experience in providing similar services to a comparable Hotel or Property.

LETTER OF UNDERSTANDING #1

Between **WESTIN RESORT AND SPA, WHISTLER**

And **CANADIAN AUTO WORKERS LOCAL 3000**

Re: Article 9.02 (Probation)

If a new employee is laid off prior to completing his/her probationary period, and the Employer had not yet reached a determination concerning the suitability of the employee for continued employment, then the following provisions shall apply:

1. The Employer shall recall the employee to work within his/her classification before hiring a new employee, provided that the opportunity for recall occurs within a period of ten (10) consecutive months from the date of the employee's layoff.
2. If the employee returns to work for the Employer pursuant to (1) above, the employee shall be entitled to be given credit towards the completion of his/her probationary period for the hours worked and for the calendar days of employment from the date of his/her initial hire to the date of his/her layoff.
3. If the employee successfully completes his/her probationary period, his/her seniority shall be calculated from the date of his/her initial hire prior to the layoff.
4. If the employee fails to return to work upon his/her recall pursuant to (1) above, his/her employment with the Employer shall be terminated.

SIGNED this _____ day of _____, 2006.

FOR:
OHR WHISTLER MANAGEMENT LTD.

Karen Wilhelm, Director
Human Resources

Lisa McCormick
Human Resources

Alan Winter
Fasken Martineau

FOR:
CANADIAN AUTO WORKERS UNION,
LOCAL 3000

Bhupinder Grewall
Committeeperson

George Palmer
Committeeperson

Ellen-Marie Chiasson
CAW L3000 Service Representative

Pete Smith
National Representative

LETTER OF UNDERSTANDING #2

Between **WESTIN RESORT AND SPA, WHISTLER**

And **CANADIAN AUTO WORKERS LOCAL 3000**

Re: Mandatory Retirement Policy

(a) In the event the Employer enacts a mandatory retirement policy with respect to the employees in the bargaining unit, the Parties agree that the following provisions in the Collective Agreement shall be revised effective the date that the policy is implemented:

1. Article 14.02(a) – shall be replaced with the following:

Life Insurance – The Plan shall provide coverage of thirty thousand dollars (\$30,000.00). The benefit coverage shall cease when the employee attains the age of sixty-five (65).

The Plan shall include similar coverage for accidental death and dismemberment insurance.

2. Article 14.02(b) – the last sentence in the first paragraph shall be replaced with the following:

The benefit coverage shall cease when the employee attains the age of sixty-five (65).

3. Article 14.02(c) – the last sentence shall be replaced with the following:

The benefit coverage shall cease when the employee attains the age of sixty-five (65).

(b) If, subsequent to implementing a mandatory retirement policy referred to in paragraph (a) above, the Employer decides to rescind the policy, the Parties agree that the provisions in Articles 14.02(a), (b) and (c), which were in effect immediately prior to being revised pursuant to paragraph (a) above, shall be reinstated.

SIGNED this _____ day of _____, 2006.

FOR:
OHR WHISTLER MANAGEMENT LTD.

FOR:
CANADIAN AUTO WORKERS UNION,
LOCAL 3000

Karen Wilhelm, Director
Human Resources

Bhupinder Grewall
Committeeperson

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