

COLLECTIVE AGREEMENT

BETWEEN

BEST WESTERN KAMLOOPS TOWNE LODGE

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS)
ON BEHALF OF LOCAL UNION 898**

July 1, 2006 – June 30, 2009

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COLLECTIVE AGREEMENT

TERM OF AGREEMENT: JULY 1, 2006 TO JUNE 30, 2009

BETWEEN: HOSPITALITY INDUSTRIAL RELATIONS

On behalf of:

BEST WESTERN KAMLOOPS TOWNE LODGE LTD.

(hereinafter called "the Employer")

OF THE FIRST PART

**AND: UNITED STEEL, PAPER AND FORESTRY, RUBBER
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS)
ON BEHALF OF LOCAL UNION 898**

(hereinafter called "the Union")

OF THE SECOND PART

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 the 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) In the event the Kamloops Towne Lodge Ltd. moves the location of their present Liquor Store from 1250 Rogers Way to an alternative location; this collective bargaining agreement will remain in place.

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, 2009**. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Board.
- (b) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout; or
 - (iii) the Parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form.

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

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

2.03 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 the Agreement there will be no lockout.

2.04 CONTRACTED SERVICES

The Employer agrees that all work coming under the jurisdiction of this Union, in the certified area, performed by anyone, on behalf of, or at the instance of the Employer, directly or indirectly under contract or sub-contract, shall be performed by employees who are members of this Union or who shall become members in accordance with the terms and conditions as set out in this Agreement.

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 BC.
- (b) For purpose 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 AND RECOGNITION OF LEGAL PICKET LINES

- (a) Refusal on the part of union members to work with non-union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the union office.
- (b) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this article, a "*legal picket line*" shall mean only those picket lines expressly permitted under Sections 65 of the Labour Relations Code of B.C.
- (c) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.
- (d) The Employer has no obligation to reassign the employee to other work, or to continue to pay an employee's wages and benefits during the period while the employee is refusing to cross a legal picket line.

3.03 PERFORMANCE OF BARGAINING UNIT WORK

No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purposes of instruction, experimentation, **or training**, in which cases, no employee in the bargaining unit shall be displaced or replaced except when regular employees are not available.

3.04 NO DISCRIMINATION

Neither the Union nor the Employer in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotions, transfer, layoff, discharge or otherwise because of race, colour, creed, national origin, age, sex, **sexual orientation**, marital status, or for union activity.

3.05 UNION BUTTONS

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

3.06 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS

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

3.07 UNION 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 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.

3.08 The Employer agrees that a Shop Steward will be permitted one-half (1/2) hour with a new employee on her first day of work so that the contract and procedures may be completed.

ARTICLE 4 UNION SECURITY

4.01 MEMBERSHIP

The Employer agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Employer in writing to deduct union dues from their pay. The Union will provide a *Check-Off Authorization* to the Employer for this purpose, the “copy” portion of which is to be mailed by the Employer to the servicing staff office of the United Steelworkers at #1 – 352 Seymour Street, Kamloops, B.C. V2C 2G2.
- (b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Employer for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.01 CHECK-OFF: PROCESS AND PROCEDURES

- (a) The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Employer of any changes in Union dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer’s next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer
 United Steelworkers
 Unit D, Box 34223
 Vancouver, B.C.
 V5J 4N1

- (d) The monthly remittance shall be accompanied by a completed **USW R115 Form** (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
- (f) The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 slip).

- (g) The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

4.03 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 revoked her written assignment of wages to pay initiation fees; union dues or union assessments; and/or
- (c) has resigned from the Union;

the Employer shall immediately discontinue the employment of such employee.

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

ARTICLE 5 UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union is entitled to appoint or elect from among the employees four (4) Shop Stewards, one coming from Laundry, Housekeeping, Front Desk and Beer & Wine Store. The Union will also be entitled to have two (2) alternate Stewards. The duties of the Stewards shall be to assist in the reporting and resolution of all grievances within their departments.

The Union upon its discretion and with prior approval of Hotel Management, may appoint additional Shop Stewards.

- (b) The Employer agrees to recognize the duly appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the names of the employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.

- 5.01 (c) The Shop Stewards first obligation is the fulfilment of her responsibilities as an employee. During 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 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) The Shop Steward shall not be discriminated against or disciplined for the proper performance of her duties on behalf of the Union.
- (g) The Employer agrees that the Shop Steward may post official communications from the Union to its members on the Employees' bulletin boards within the hotel.

5.02 GRIEVANCE CHAIRPERSON

- (a) The elected Steward Body may elect from their ranks a person who will be the Grievance Chairperson. The Union agrees that the Grievance Chairperson will be a full-time employee.
- (b) The Grievance Chairperson will be recognized by the Employer as the official spokesperson on behalf of the Union.
- (c) The Grievance Chairperson will be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

5.03 MANAGEMENT AND UNION STEWARDS MEETING

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Stewards on a monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement.
- (b) All Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Employer.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Grievance Chairperson agrees there are no problems it will not be necessary to convene the monthly meeting.

5.04 HEALTH AND SAFETY COMMITTEE

- (a) The Employer agrees that they will provide a safe and healthy workplace for their employees and the employees agree they will adhere to guidelines for safe conduct.
- 5.04 (b) The Employer, Union and the employees agree to cooperate fully with each other on all matters of health and safety.
- (c) The Parties agree that the Workers' Compensation Board Regulations form part of this Agreement and the Employer further agrees to provide to the Union and recognized Safety Reps, immediately, any orders that may be issued by the Compensation Board.

- (b) Probationary employees will accrue seniority during their probation period and their seniority will only be applied against other probationary employees. Upon successful completion of the probationary period an employee will be credited with seniority from her date of hire.

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 to 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; and
 - (iii) not more than forty (40) hours in any five (5) working day period.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at double time (2x) the hourly rate.
- (c) There shall be a minimum of ten (10) hours time off between shifts. The Employer may schedule less than ten (10) hours, it being understood that an employee has the right to refuse the shift without reprisal by the Employer.

8.02 SPLIT SHIFTS

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

All shifts assigned by the Employer must conform **to** the following guidelines:

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of five (5), six (6), seven (7) or eight (8) hours may be assigned, subject to the provisions of Article 8.05.

8.04 MAXIMIZING THE LENGTH OF SHIFTS

While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of seven (7), six (6), five (5) or four (4) hours.

8.05 ASSIGNMENT OF SHIFTS BY SENIORITY

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.

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.

If a more senior employee declines the forty (40) hour shift in favour of an available shorter shift, then the forty (40) hour shift shall again be reassigned on a seniority basis.

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.

8.06 DAYS OFF

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

All employees shall receive two (2) consecutive days off in each seven (7) days.

8.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS

Double time (2x) shall be paid for all work performed on an employee's sixth (6th) and seventh (7th) consecutive days of employment.

8.08 PAYMENT FOR TIME IN LIEU OF BREAKS

- (a) In addition to being compensated at the prevailing contractual wage rate for the time worked in lieu of a break or rest periods, the employee shall receive an additional sum equal to the amount of lost break or rest periods to a maximum of thirty (30) minutes per shift.

- 8.08 (b) There shall be no deliberate bankrolling of purported violations of this clause by any employee.

Examples of missing all breaks:

Shift Length**Entitlement****4 HOURS****1 – 10 minutes**

Four (4) hours pay for work plus ten (10) minutes for a total of four (4) hours, ten (10) minutes pay.

5 HOURS**1 – 10, 1 – 30 minutes**

Five and one-half (5½) hours pay plus thirty (30) minute penalty for a total of six (6) hours pay.

6 HOURS**1 – 10, 1-30 minutes**

Six and one-half (6½) hours pay plus thirty (30) minute penalty for a total of seven (7) hours pay.

7 HOURS**2 – 10, 1- 30 minute**

Seven and one-half (7½) hours pay plus thirty (30) minute penalty for a total of eight (8) hours pay.

8 HOURS**2 – 10, 1-30 minute**

Eight hours pay plus thirty (30) minutes pay at overtime rates plus thirty (30) minute penalty for a total of nine and one-half (9½) hours regular pay.

8.09 UNPAID MEAL BREAKS

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall not be less than one-half (1/2) hour.

8.10 REST PERIODS

- (a) All employees shall receive rest periods in accordance with the following schedule:
- (i) Four (4) hours - one (1) ten (10) minute rest period
 - (ii) Five (5) hours - one (1) ten (10) minute rest period
 - (iii) Six (6) hours - one (1) ten (10) minute rest period
 - (iv) Seven (7) hours - two (2) ten (10) minute rest periods
 - (v) Eight (8) hours - two (2) ten (10) minute rest periods
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.
- (c) Time to commence when the employee arrives at the assigned rest area or a total of fifteen (15) minutes from the employee's workstation.
- (d) It is agreed that the Employer will provide an adequate lunchroom for all employees.
- (e) 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 in a manner inconsistent with the terms of this Agreement.

8.11 WORK SCHEDULES

- (a) A work schedule shall be posted in a conspicuous place on Thursday of each week for the following two (2) weeks starting on the preceding Sunday (work week to be Sunday to Saturday) and 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 will provide the Grievance Chairperson with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.
- (e) The employees agree there will be no switching of shifts without the approval of their immediate supervisor.

8.12 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours' notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours, but not less than twenty-four (24) hours, when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (e) In situations where an employee has not been provided with notice of a change in her work schedule, the employee shall be provided with work and/or pay as follows:
 - (i) Two (2) hours' pay if there is no work available and the employee was notified prior to reporting for work;
 - (ii) If the employee reports for work, that employee will be offered to work the amount of hours that they were scheduled for without any loss of pay.

In situations where there has been a cancellation of a significant number of rooms without notice, it is agreed that Housekeepers would not be entitled to receive pay under (i) or (ii). Such situations would include tour cancellations or a significant number of no shows for a convention.

It is further agreed that the most junior housekeeper scheduled may have their schedule changed at the last minute.

- (f) Any employee whose schedule has been modified due to illness, injury or death as defined in Article 16.04 will receive notice required in Article 8.12 (b) and (c).
- (g) Employees who work night laundry will work an eight (8) hour shift inclusive of breaks and they will be paid for eight (8) hours worked.
- (h) The Parties agree that no overtime penalty will be imposed on the Employer when an employee's days off are changed by mutual agreement.

8.13**OVERTIME ACCOMMODATIONS****Banking of Overtime and Statutory Holiday Pay**

1. Employees may elect to bank the cash value of any overtime worked. Any banking is to be requested within that pay period on your timesheet.
2. Employees may elect to bank the cash value of any Statutory Holiday hours worked under the following conditions:
 - (a) Employees will be paid the eight (8) hours straight time as per 13.02 (a);
 - (b) Any hours performed at double time (2x) as per 13.02 (a) may be all paid or all banked.
3. All banked cash value is to be taken by December 31st of the next calendar year.
4. Employees requesting any amount of their banked cash value may do so in writing on their timesheet. The money will be paid out on their next regular paycheque.

8.14**SCHEDULING OF OVERTIME**

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

- (a) Where the Employer's determination was made forty-eight (48) hours or more in advance of the start of the overtime shift,
 - (i) the overtime hours will be offered to the most senior employee within the classification and department;
 - (ii) if the most senior employee declines the offer, the overtime hours will be offered to other employees within the classification and department in the order of their seniority;
 - (iii) if no employee within the classification and department is willing to work the overtime hours, the Employer may assign them to any other available employee without further restriction; and
 - (iv) the Employer shall not be required to offer the overtime hours to an employee if, as a consequence of working the overtime hours, the employee is prevented from receiving a period of eight (8) consecutive hours of rest immediately preceding the employee's next shift.

- (b) Where the Employer's determination was made less than forty-eight (48) hours in advance of the start of the overtime shift, the overtime hours will be assigned in accordance with the provisions of Paragraph (a) of this Article 8.14, but subject to the following provisions:
- i) Those Employees who are interested in working overtime on their days off, will provide on the 1st of each month to the Employer written confirmation of their availability for overtime on their days off during that month.
 - ii) Employees who do not make themselves available once they have provided the above written confirmation, will have their name removed from the availability list for the next 30 consecutive days and the employer is not obligated to call them for overtime shifts.
 - iii) Employees will be paid only for hours worked.
 - iv) Sub ii will not apply where a person becomes unavailable for a bona-fide personal reason, which prevents them from accepting the shift.

ARTICLE 9

SENIORITY

9.01

The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, transfer, layoff and recall from layoffs, employees shall be entitled to preference in accordance with the applicable provisions of this Collective Agreement.

9.02

DEFINITION

For the purpose of this Agreement, seniority of an individual will be defined as the length of service with the Employer since the most recent date of hire.

9.03

SENIORITY LISTS

- (a) On May 1st and November 1st of each calendar year, seniority lists shall be posted. The seniority list shall contain the following information:
- (i) the employee's name;
 - (ii) length of service from the most recent date of hire; and
 - (iii) the employee's classification.
- (b) At the time of posting, a copy of the seniority list shall be forwarded to the United Steelworkers of America: 1 – 352 Seymour Street, Kamloops, BC V2C 2G2.
- (c) New employees shall have their seniority calculated and maintained by the Employer separately until added to the existing list as provided in this Article.

9.04 ACCRUAL OF SENIORITY

Seniority shall accrue during:

- (a) all approved leave of absences for a period of six (6) calendar months per calendar year;
- (b) time lost as a result of a compensable illness or injury for which the employee receives wage loss replacement benefits from the Workers' Compensation Board;
- (c) leaves in accordance with Maternity and Parental leave provisions as per the Employment Standards Act; and
- 9.04** (d) time lost as a result of non-occupational illness or injury.
- (e) Seniority shall be accrued during all periods of illness or injury.

9.05 MAINTENANCE OF SENIORITY

- (a) approved leaves of absences for a period of more than six (6) calendar months per calendar year; and
- (b) an employee returning to work where seniority has been maintained but not accrued, shall have her anniversary date moved by the same amount of time that seniority was not accruing.

9.06 SENIORITY LOST

Seniority shall be lost if the employee:

- (a) receives severance pay in accordance with the Agreement;
- (b) resigns or retires;
- (c) is discharged for just and reasonable cause and is not reinstated under the Grievance Arbitration procedure;
- (d) is on layoff for more than **eighteen (18)** consecutive months; or
- (e) does not return to work on the date specified following an approved leave of absence other than medical, unless the employee has proof of a reasonable explanation as to why they could not return on a specified date.

It is further agreed that, where possible, the employee will contact the hotel within three (3) days after the expiration of the leave of absence when they are unable to return on the specified date.

ARTICLE 10 PROMOTION, TRANSFER & DEMOTION

10.01 VACANCIES & NEW POSITIONS

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

10.02 TRANSFERS

- (a) Transfers offered by the Employer from one department to another will take place only with the consent of the employee.
- (b) Transfers from one department to another cannot take place unless there is a vacancy or a new position has been created, and no employee will be laid off because of such transfer.
- (c) An employee who works in any given job by way of transfer or on their own time in this hotel, will not have their experience gained used by the Employer when selecting employees under Article 10.01.

10.03 TRIAL PERIOD

- (a) Any employee who fills a vacancy or new position shall be on a trial period for up to one hundred and eighty (180) hours. During this trial period, the employee must demonstrate that she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer. In cases where an employee goes beyond eight (8) weeks to accumulate her one hundred and eighty (180) hours, the employee must declare whether or not she wishes to go back to her previous position at the end of the eight (8) weeks from her first shift worked.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should she decide during the trial period that she does not want to continue in the job, then the employee will be returned to her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence, to move back into their job positions and wage rates, which they previously occupied.

10.04 JOB POSTING

- (a) All vacancies and new positions within the bargaining unit will be posted on the bulletin board in each department for at least (5) consecutive work days. A copy of all postings will be immediately forwarded to the President of the Union or **her** designate.
- (b) The Employer will provide a standard job posting form to all applicants. Upon receipt of each job posting application form, the Employer will sign, date, specify the time received and make two (2) photocopies, one of which will be given to the employee and the other placed in the Union's mail box at the hotel.

- (c) Employees who are a successful candidate in a posting at the Front Desk, will not be able to exercise their seniority until they have successfully completed two High Seasons at the Front Desk (May 1 to October 15th).

10.05 FORM OF POSTING

The standard form to be used for posting on the bulletin board shall specify the type of job vacancy, outline of work required, the approximate conditions to which the employee will be exposed, the number of positions required and shall state that all jobs are open to male or female employees.

10.06 TEMPORARY APPOINTMENTS

- (a) All postings will be filled within fifteen (15) days of initial posting.
- (b) The Employer may fill the vacancy with a senior employee who possesses the necessary qualifications and who wishes to fill the temporary vacancy pending the completion of the job posting procedure. If senior employees decline to fill a temporary vacancy, then the Employer may fill the vacancy with the most junior qualified employee.

ARTICLE 11 LAYOFF AND RECALL PROCEDURE

11.01 LAYOFF

- (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 affected by a reduction in hours or a layoff may use their seniority to claim available work in any classification, the full duties of which they are immediately fully qualified to perform or in which they have previously satisfactorily performed.
- (c) It is agreed that all employees will be allowed to bump into the classification of Room Attendant and Bag Person without previously performing the duties of these jobs.

11.02 RECALL

Employees shall be recalled in order of seniority provided those to be recalled possess the necessary qualifications, skill and ability to perform the work available.

11.03 CONTACT POINT

An employee who has been laid off and wishes to be recalled must insure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting her recall rights.

11.04 NOTICE OF RECALL

- (a) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or telegraph. Any employee failing to report for duty within five (5) calendar days from the time of such notification, shall be considered to have resigned without notice.
- (b) For employees who have responded pursuant to 11.04 (a), the Employer upon request shall grant the employee so involved an additional fourteen (14) days to report to work for her first shift.
- (c) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall while they maintain such restriction.

In cases where an employee is unable to report for duty because of illness or injury they will be granted up to 30 calendar days (inclusive of 11.04b) to report, provided they submit a medical certificate immediately to the employer.

Before returning from this extension, the employee must provide the employer with an additional medical certificate, which confirms the employee is fit for regular duties.

ARTICLE 12 SALARY ADMINISTRATION**12.01 WAGE RATES**

The wage rates provided in the attached applicable appendix shall cover the job description and classifications of employees within the jurisdiction of Local 898 of the United Steelworkers of America and shall remain in effect throughout the specified or extended term of this Agreement.

12.02 COMBINED CLASSIFICATIONS

- (a) Where an employee occupies a position which combines two (2) or more classifications of work (except as otherwise provided) she shall be paid at the rate of the highest classification for the full shift provided she works in such higher classification for three (3) or more hours during any particular shift. But the hotel may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such employees in a higher classification would normally be hired according to the usages of the trade. If the employee works at the higher classification for less than three (3) hours she shall then be paid the higher rates for the actual amount of time accordingly.
- (b) If the employee works at the higher classification for less than three (3) hours she shall then be paid the higher rates for the actual amount of the time accordingly.

12.03 NEW CLASSIFICATIONS

It is agreed that the Employer has the right to create new job classifications not specifically set out in the attached Appendix of this Agreement. In such circumstances, the Employer will set a rate for that new classification and advise the Union. The Union and the Employer will discuss the new classification and rate and if the Parties are not in agreement, the matter can be referred to mediation/arbitration as set out in this Agreement within thirty (30) days.

12.04 PAYMENT OF WAGES UPON TERMINATION LAYOFF OR RESIGNATION

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of her resignation.
- (b) When an employee is laid off or 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 her services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or termination.

ARTICLE 13 STATUTORY HOLIDAYS

13.01 (a) The Employer agrees to provide all full-time employees with the following Statutory Holidays, without loss of pay:

* New Year's Day	* Labour Day
* Good Friday	* Thanksgiving Day
* Canada Day	* Remembrance Day
* Victoria Day	* Christmas Day
* BC Day	* Boxing Day

and any other day that may be stated a legal holiday by the Provincial or Federal Governments. Should one (1) of the above holidays fall on an employee's normal day(s) off, the employee shall receive an additional day or day(s) off, with pay, to be taken adjacent to the employee's normal days off or at a time mutually agreed between the employee and the Employer.

- (b) In addition to the holidays stipulated in Section 1 (a) above, following completion of the probationary period stipulated, an employee will be entitled to one (1) paid holiday in each year of service. This shall be known as a "*floating*" holiday and shall be taken at a time mutually agreed between the Employer and the employee. Employees shall not be entitled to a "*floating*" holiday should the Federal or Provincial Government proclaim another general holiday in addition to those set out in (a) above.

13.02 PAYMENT FOR STATUTORY HOLIDAYS

- (a) Employees who work on a Statutory Holiday will receive double time (2x) for work performed plus eight (8) hours straight time pay.
- (b) Employees who do not work on a Statutory Holiday will receive an average of the hours worked in the fourteen (14) day period prior to the Statutory Holiday as well as an additional day off with the same amount of pay.

However, employees who do not work on a Statutory Holiday but work an average of thirty-two (32) hours per week during the fourteen (14) day period prior to the Statutory Holiday, will not be averaged for Statutory Holiday pay. These employees will receive eight (8) hours Statutory Holiday pay, as well as an additional day off with pay to be taken at a time mutually agreed between the employee and the Employer.

- (c) Hours worked in (b) above are strictly those hours where work is performed.
- (d) An employee who works more than her regularly scheduled hours shall be paid double time and one-half (2 ½) for all such additional hours worked.
- (e) For Boxing Day and New Years' Day hours paid for Christmas and Boxing Day will be considered as hours worked.
- (f) Preference for time off on Statutory Holidays will be given in order of seniority provided the required shifts are covered by the junior people on the seniority list.

13.03

ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a Statutory Holiday, an employee must work her last regularly scheduled shift immediately prior to the holiday and her first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in (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.

13.04

LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

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

13.05

NORMAL SCHEDULE

In a week where a Statutory Holiday occurs the normally scheduled workweek must prevail.

13.06 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 vacation period.

ARTICLE 14 ANNUAL VACATION

14.01 ANNUAL VACATION PAY: EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE

- (a) Employees with less than one (1) year of completed service will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Employees will receive any annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

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:

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Pay</u>
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 15 years	4 weeks	8%
15 years to 24 years	5 weeks	10%
25 + years	6 weeks	12%

- (b) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.
- (c) "Gross Earning" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and Statutory holiday pay.

14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

- (a) Employees shall have preference in respect to annual vacations, within their department and classification according to the seniority list provided they file applications before March 15th of each year for vacations to be taken in that year. The Employer will schedule vacations prior to April 15th of each year. Priority in vacation scheduling will be given to senior employees in scheduled blocks of one or more consecutive weeks before individual day off requests will be processed.

Request for individual days off will be addressed in accordance with 14.03 (b).

- (b) After March 15th, a vacation request will be submitted in writing. If the Employer has not responded within one (1) calendar week, the employee will resubmit her request. In the event the Employer has not responded in three (3) days after the second request, then a meeting will be convened within forty-eight (48) hours between the employee, shop steward and management for a final resolve to the request.

14.04 Employees will be provided with an itemized cheque for vacation pay. Vacation pay will be a separate cheque and will not be calculated as earnings on the employee's regular pay cheque. Employees will receive their vacation cheques prior to their scheduled vacation.

Vacation pay will be paid out in accordance with the corresponding amount of vacation taken. Employees will request their pay on the cut-off date and will be paid on their regular pay cheque following the cut-off. If employees want their vacation pay on a separate cheque the employees must take all of their vacation pay.

14.05 Employees will not have their vacation refused as a result of another employee being on a leave of absence for a period of one (1) month or longer.

ARTICLE 15 HEALTH AND WELFARE BENEFIT PLAN

15.01 The Employer agrees to pay the full cost of providing the benefits set out below for any employee who has elected or in the future may elect to be covered by the Plans; provided that such employee completes the probationary period pursuant to Article 7.01 (a) and works a minimum of twenty-five (25) hours per week.

(a) ***Medical Services Plan of British Columbia***

- * The Employer will pay one hundred percent (100%).

(b) ***Medical Services Association Extended Health Care***

- * After twenty-five dollars (\$25.00) deductible the Employer pays one hundred percent (100%) for all eligible expenses.

(c) ***Dental Plan***

- * Routine Care, Periodontics and Repair/Maintenance combined 80% (eighty percent)
- * Dentures, Crowns & Bridgework 50% (fifty percent)

The maximum coverage for dental work is one thousand dollars (\$1,000.00) per employee and dependent per calendar year.

(d) ***Weekly Indemnity***

- (i) Weekly payment of sixty-six and two-thirds percent (66 2/3%) of an employees regular earnings to a maximum of five hundred dollars (\$500.00) per week for non-occupational injury and sickness.

Benefits are provided from the first day of injury and the seventh (7th) day of illness for seventeen (17) weeks (0-3-17).

- (ii) Employees off on Weekly Indemnity who experience undue delay in receiving benefits through no fault of their own, may, upon signing a promissory note assigning the benefit cheque to the Employer, receive an advance on such benefit. Advances will be issued if the benefit cheque is not received by the end of the first two (2) weeks following submission of the claim form.

(e) ***Long Term Disability***

Available to employees who suffer non-occupational injuries or sickness. Payments commence upon the expiry of Weekly Indemnity payments and continue until recovery, age 65 or death, whichever comes first. Employees will receive a payment of sixty-six and two-thirds percent (66 2/3%) of monthly earnings to a maximum of three thousand dollars (\$3,000.00) per month.

15.01 (f) ***Group Life***

- * Two hundred percent (200%) of your basic earnings, subject to a minimum benefit of twenty-five thousand dollars (\$25,000.00).

(g) ***Accidental Death and Dismemberment***

- * Benefit is the same as Group Life.

(h) ***Employee RRSP***

The Employer will provide an employee RRSP Contribution Plan as follows:

(i) **Eligibility**

All employees are eligible for Employer contributions under this Plan following the completion of their probationary period. Contributions will begin October 1, 1994.

(ii) **RRSP Account**

Contributions made under this Article will only be made into an employee's RRSP account. Such contributions will be made on an annual basis, except as provided in (d) below for the preceding year by the end of February. It is the responsibility of all eligible employees to supply the Employer their RRSP account information.

(iii) **Contributions**

The Employer will contribute:

- * effective July 1, 1999 – forty cents (.40¢) per hour for all hours worked in the previous year.

(iv) Exceptions To (iii) Above

In the event of termination, permanent layoff, retirement or death, the accrued contribution will be paid to the employee's RRSP account within thirty (30) days.

ARTICLE 16

LEAVES OF ABSENCE

16.01

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 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 representative of the Union.
- (c)** An employee who obtains such a leave of absence shall return to her employment within thirty (30) calendar days after the completion of her employment with the Union.
- (d)** The Employer is not obligated to grant such leave to more than one (1) employee at a time.
- (e)** All employees of the hotel will be covered by the Family Responsibility Leave provisions of the Employment Standards Act.

16.02

UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

- (a)** The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as a delegate to attend union conventions. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (b)** The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time, to attend bona fide Shop Steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.

16.03 COURT ATTENDANCE

Any employee covered by this Agreement who is subpoenaed to attend any commission, court or hearing to give evidence in any case, civil or criminal respecting the hotel in which he is employed shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours' pay.

16.04 BEREAVEMENT LEAVE

- (a) A regular employee will be granted three (3) days off without loss of pay in the event of the death of a member of her immediate family. However, an employee can request additional unpaid time off. Such requests will not be unreasonably denied.
- (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-parents and step-children.
- (c) A regular employee will be granted one (1) day off without loss of pay in the event of a death of an employee's step-brother, step-sister, sister-in-law, brother-in-law or spouses grandparents.
- (d) For the purposes of this article "*spouse*" shall be defined to include a common-law spouse.
- (e) In the event of a death of an employee's relative or friend other than (a) above, a leave of absence of up to five (5) working days without pay shall be granted.

16.05 MILITARY SERVICE

Members of the Union called up for the 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 will 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.

16.06 JURY AND WITNESS DUTY

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

16.07 GENERAL LIMITATION ON LEAVES OF ABSENCE

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate Article that the particular leave of absence is to be granted with pay.

- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing.
- (c) All leaves of absence will be by written request. If the Employer has not responded within one (1) calendar week, the employee will resubmit her request. In the event the Employer has not responded in three (3) days after the second request, then a meeting will be convened within forty-eight (48) hours between the employee, shop steward and management for a final resolve to the request.

16.08 MATERNITY/PATERNITY LEAVE

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

ARTICLE 17 MISCELLANEOUS EMPLOYEE ENTITLEMENTS

17.01 PROTECTED WORKING CONDITIONS

All working conditions at present in force which are not specifically mentioned in this Agreement and which are not contrary to this Agreement's general purpose and intent shall continue in full force and effect.

17.02 EMPLOYEE ATTENDANCE AT STAFF MEETING

- (a) Where an employee is directed by the Employer to attend a staff meeting during her regular working hours, the employee shall be compensated at 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.
- (c) Where an employee is directed by the Employer to attend a staff meeting during her regular days off, the employee shall be compensated at her regular hourly rate for the time spent in such meeting.
- (d) Employees working the night shift will not be required to attend staff meetings any sooner than eight (8) hours after leaving work.
- (e) Where the attendance of an employee at a staff meeting is voluntary, in response to a invitation and not as a direction of the Employer, the Employer is not obligated to compensate the employee for time spent in such meetings.

Furthermore, employees who do not attend these voluntary meetings will not have their absence(s) held against them in any way when it comes to vacancies, newly created jobs, promotions, transfers, demotions, layoffs or recall from layoffs.

17.03 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 the Workers' Compensation benefits, the employee is entitled to reinstatement in her former position within forty-eight (48) hours, with all rights and conditions which he formerly enjoyed, according to the terms of the Agreement which is in effect at the time of her return, subject to the further conditions which follow.
- (b) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically able to resume the performance of the duties.
- (c) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

17.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with her employer concerning the conditions of employment varying the conditions of employment contained herein.
- 17.04 (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.

17.05 SERVICE ALLOWANCE

- (a) All employees, upon termination, shall receive two (2) weeks wages or a pro rated portion thereof if they have been employed for less than three (3) years. Upon completion of three (3) years employment the amount of pay is increased to three (3) weeks and an additional week of pay is added for each additional year of employment, up to eight (8) years.
- (b) The calculation of wages for the purposes of this section will be pursuant to the Employment Standards Act.

17.06 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 the hotel is going to be closed. After payment has been made continuous service for the purpose of severance pay commences a new starting date from date of each sale. No duplication or pyramiding of payments is intended.
- (b) In the event of continuous operation by a new Employer, all current employees will continue their service and this contract will remain in full force and effect.

- (c) In the event the hotel closes and the employees collect severance pay as provided under this Agreement, when the new owner opens the hotel all current employees have the first right to recall with no ability requirement and the unexpired term of this Collective Agreement will remain in full force and effect.

17.07 BULLETIN BOARDS

Bulletin boards **that can be locked** will be made available to the Union on the Employer's premises for the purpose of posting notices relating to general union activities.

17.08 BANK DEPOSIT

The Employer will deposit employees' pay cheques into their account at the bank of their choice subject to the conditions established by the bank.

ARTICLE 18 EMPLOYEE CONDUCT AND DRESS

18.01 AUTHORITY RE: CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS

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

- 18.02 (a)** All employees shall wear, in the absence of uniforms provided by the Employer, clothing which is neat and tidy in appearance. A tie may be required and such tie shall complement the attire worn. Comfortable shoes may also be required to be worn and such shoes shall also complement the attire worn. This clothing and the cleaning thereof will be the responsibility of the employee.
- (b)** Any uniform or special article of wearing apparel required and supplied by the Employer shall be laundered by the Employer free of cost to the employee.

ARTICLE 19 TIPS AND CASH RETURNABLE BOTTLES

19.01 Tips and cash returnable bottles will go to employees in their respective department, unless agreed otherwise, between the Union and the Employer. This Article does not include the bottles/cans from the Beer and Wine Store.

ARTICLE 20 DISCIPLINE AND DISCHARGE OF EMPLOYEES

- 20.01 (a)** Pursuant to Section 84 (1) of the Labour Relations Code of British Columbia the following standards shall be applied:
- (i)** Employees who have 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 is unsuitable for status as a regular employee.
- (b) In the event that an employee is disciplined or discharged for any reason, the Shop Steward will be notified and be present at any meeting the Employer has with the employee.
- (c) Each documented warning, oral or written or other record of discipline, shall be removed from the employee's work record on the first (1st) year anniversary date of its imposition.

ARTICLE 21 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 the 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 reports. At 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, 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 between the employee, the Shop Chairman 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, and this meeting will be scheduled within fifteen (15) days of delivery of the notice.

(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 within fifteen (15) days. The next step involves a selection from the following alternatives:

- (1) The optional grievance procedure provided for in Article 21.03; or
- (2) Go to a single Arbitrator as agreed in (e) below.

(e) If both Parties agree, the grievance may be heard by a single Arbitrator. The Parties shall have five (5) working days to agree on an Arbitrator. Failing such agreement, either Party may request the Minister of Labour to appoint such 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 Code 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 GROUP GRIEVANCE

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

(h) The Union and Employer agree that “days” referred to in the grievance procedure are limited to Monday through Friday excluding any Statutory Holidays that fall in that period of time.

21.03**OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE**

The Parties have agreed to initiate an optional grievance investigation procedure on a trial basis for the specified term of this Agreement, in accordance with the following:

(a) Purpose and Scope:

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

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

21.03 (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 (1) 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:

As provided for in Section 103 of the Labour Relations Code, each Party shall pay one-third (1/3) of the cost incurred in relations to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or her substitute. The remaining one-third (1/3) will be paid by the provincial government.

Each of the Parties shall be separately responsible for all other costs incurred by each of them in relation to the preparation and presentation of their respective cases and submissions to the Investigator.

(d) Investigators - Alternates Agreed to and Selection:

The Parties have agreed that for the term of this Agreement the following persons shall be recognized as the "*Investigators*" for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment:

- * Mervin Chertkow
- * Vincent Ready

or such others that may be available from time to time.

(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 the Agreement are then available and the time limit contained in the 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.

21.04 TIME LIMITS

Should the Union fail to carry out a grievance within the time limits set out in this Article or agreed upon, the grievance shall be deemed to have been abandoned. Should the Employer fail to state its position on a grievance within the time limit set out in this Article or agreed upon, then the grievance shall be deemed to be successful.

21.05 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 22 DEFINITIONS

22.01 Students will be considered employees covered by the Collective Agreement.

22.02 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.

ARTICLE 23

HUMANITY FUND

For the purpose of international aid and development, the Employer agrees to deduct on a bi-weekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted to the "*Humanity Fund*" and to forward such payment to :

United Steelworkers
National Office
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The first "*Humanity Fund*" deduction as aforesaid shall be for the fifth (5th) week following ratification of this Agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Employer and the Local Union of that employee's written statement of her desire to discontinue such deductions from her pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

ARTICLE 24

NO DISCRIMINATION

24.01 (a)

DISCRIMINATION AND HARASSMENT UNDER THE HUMAN RIGHTS CODE

The Union and the Employer will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.

Discrimination and harassment relate to any of the prohibited grounds contained in the B.C. Human Rights Act. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the

context.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, criminal or summary offence unrelated to their employment and membership or activity in the Union.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours provided the acts are committed within the course of the employment relationship.

This Article does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Act, however, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the B.C. Council of Human Rights or the process specified in Article 24.01 (c). In either event, a complaint of harassment or sexual harassment shall not form the basis of a grievance.

24.01 (b)

SEXUAL HARASSMENT

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.

Sexual harassment is one form of discrimination described above in Article 24.01 (a) and is defined as engaging in a course of vexatious comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job related consequences for the harassee and is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

- (1) A person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) Sexual advances with actual or implied work related consequences;
- (3) Unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- (4) Verbal abuse, intimidation, or threats of a sexual nature;
- (5) Leering, staring or making sexual gestures;
- (6) Display of pornographic or other sexual materials;
- (7) Offensive pictures, graffiti, cartoons or sayings;
- (8) Unwanted physical contact such as touching, patting, pinching, hugging;

and

- (9) Physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(c) **COMPLAINT PROCEDURES**

In the case of a complaint of either harassment or sexual harassment, the following shall apply:

- (1) An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence through the Union directly to the Manager. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (2) An alleged offender shall be given notice of the substance of such a complaint under the Clause and shall be entitled to attend, participate in, and be represented at any hearing under this Clause.
- (3) The Employer designate and a Union representative shall investigate the complaint and shall submit reports to the Manager in writing within fifteen (15) days of receipt of the complaint. The Manager shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.
- (4) Pending determination of the complaint, the Manager may take interim measures to separate the employees concerned if deemed necessary.
- (5) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with her written consent.
- (6) Where both Parties to the proceeding are satisfied with the Manager's decision, the procedure shall be at an end and not subject to further proceedings or the grievance procedure. Where either Party to the proceeding is not satisfied with the Manager's response, the complaint will, within thirty (30) days, be put before a mutually agreed upon Mediator/Arbitrator who specializes in cases of harassment or sexual harassment.

The Mediator/Arbitrator shall have the right to:

- (i) dismiss the complaint;
- (ii) determine the appropriate level of discipline to be applied to the offender, and
- (iii) make further recommendations as is necessary to provide a final and conclusive settlement of the complaint.

- (7) An alleged offender under this Clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Mediator/Arbitrator.

ARTICLE 25 TUTION

25.01 The Employer agrees to provide up to three thousand dollars (\$3000.00) per year tuition costs to employees who wish to take job related training with the following criteria to apply:

- i) employees will be allowed a maximum of two (2) courses per year;
- ii) a maximum amount of three hundred dollars (\$300.00) will be allowed per course;
- iii) the employee must pass his/her courses by at least seventy percent (70%);
- iv) the Employer agrees to advance the monies for the course but if the employee does not complete the course or does not make the seventy percent (70%) pass mark, then the Employer is entitled to be reimbursed the monies that were advanced;
- v) there shall be no computer related course.

ARTICLE 26 STEELWORKER ORGANIZATION OF ACTIVE RETIREES (SOAR) FUND

26.01 The Employer agrees to provide a lump sum payment of five hundred dollars (\$500.00) to the Union's SOAR fund January 1st of each year.

Payment is to be forwarded to:

SOAR CHAPTER #25
1 – 352 Seymour Street
Kamloops, BC
V2C 2G2

WAGE APPENDIX "A"**WAGE RATES**

CLASSIFICATION	JULY 1, 2006 2.5%	JULY 1, 2007 2%	JULY 1, 2008 2%
MAINTENANCE SUPERVISOR	16.50	16.83	17.17
ROOMS CO-ORDINATOR	15.97	16.29	16.62
MAINTENANCE/JANITOR	15.53	15.84	16.16
MAINTENANCE/SECURITY	15.53	15.84	16.16
WORKING HOUSEKEEPER	15.41	15.72	16.03
LAUNDRY	15.41	15.72	16.03
DESK CLERK	15.38	15.69	16.00
NIGHT AUDIT	15.38	15.69	16.00
ROOM ATTENDANT	14.56	14.85	15.15
BAG PERSON	10.02	10.22	10.42
COLD BEER & WINE STORE			
SUPERVISOR	15.26	15.57	15.88
STORE EMPLOYEES	14.17	14.45	14.74

LETTER OF UNDERSTANDING - #1

BETWEEN: **BEST WESTERN KAMLOOPS TOWNE LODGE LTD.**
(hereinafter called "the Employer")

AND: **UNITED STEELWORKERS**
LOCAL UNION 898
(hereinafter called "the Union")

RE: FOUR AND TWO SHIFT ROTATION

It is agreed as follows:

- (a) Employees may opt for a four (4) and two (2) day rotation of shifts within their respective departments. It being understood that a majority of those employees request and ratify same.

Management reserves the right to alter this arrangement with reasonable notice. It is understood that shifts lost shall be considered "*given up*" for seniority purposes should work not be available during the four (4) days "*on*".

- (b) Article 8.06 shall not apply to this Letter of Understanding.

- (c) Double time (2x) the hourly rate shall be paid for all work performed on an employee's days off.

Signed this ___ day of _____, 2006.

SIGNED ON BEHALF OF:

THE EMPLOYER

THE UNION

LETTER OF UNDERSTANDING - #2

BETWEEN: **BEST WESTERN KAMLOOPS TOWNE LODGE LTD.**
(hereinafter called "the Employer")

AND: **UNITED STEELWORKERS**
LOCAL UNION 898
(hereinafter called "the Union")

RE: EMPLOYEE SAFETY ON EVENING AND NIGHT SHIFTS

It is understood that the Parties have a concern for the safety and security of the employees. It is therefore agreed that the Employer will take the following steps for the safety of front desk employees working the afternoon and nightshift.

- (a) A telephone will be installed in the lunchroom in the back office area;
- (b) Safety light switches will be installed and maintained on the front desk and on the side desk adjacent to the front desk;
- (c) The above switches will activate flashing safety lights in the housekeeping and laundry areas; and
- (d) An emergency buzzer will be installed and maintained for the Beer and Wine Store.
- (e) A written procedure will be drafted and provided to the employees in the event there are not two (2) employees at work to ensure that a second person is immediately available on the property.
- (f) The Union and Employer will jointly draft a policy on all the safety issues regarding this letter by September 30, 2003.
- (g) The policy will be reviewed and updated every six (6) months by the Health and Safety Committee.

Signed this ___ day of _____, 2006.

SIGNED ON BEHALF OF:

THE EMPLOYER

THE UNION

LETTER OF UNDERSTANDING - #3

BETWEEN: **BEST WESTERN KAMLOOPS TOWNE LODGE LTD.**
(hereinafter called "the Employer")

AND: **UNITED STEELWORKERS**
LOCAL UNION 898
(hereinafter called "the Union")

RE: EXTRA SHIFT AVAILABILITY LIST

The Parties agree that after all shifts have been assigned pursuant to Article 8.05, and an extra shift is available, that the following procedure set out below shall be followed:

- (i) Employees who are interested in extra shifts must sign the *Extra Shift Availability List* which will be kept in the Manager's office.
- (ii) The extra shift shall be offered to the most senior employee in the classification who is on a scheduled day off.
- (iii) Extra shifts worked pursuant to this provision shall not result in overtime rates being paid, pursuant to Article 8.07.
- (iv) Under no circumstances shall an extra shift be offered to an employee, pursuant to this Letter of Understanding, if it would result in that employee working more than forty (40) hours per seven (7) day period if that employee is working a 5x2 schedule or more than thirty-two (32) hours per six (6) day period if that employee is working a 4x2 schedule.
- (v) When employees are maximizing their shifts they will do so in the following manner:
 - (a) fill hours in their temporary posting first;
 - (b) fill hours in their regular job second; then
 - (c) fill hours in any job.

If the employee does not hold a temporary job they will start at (b) then to (c).

Signed this ____ day of _____, 2006.

SIGNED ON BEHALF OF:
THE EMPLOYER

THE UNION

LETTER OF UNDERSTANDING - #4

BETWEEN: **BEST WESTERN KAMLOOPS TOWNE LODGE LTD.**
(hereinafter called "the Employer")

AND: **UNITED STEELWORKERS**
LOCAL UNION 898
(hereinafter called "the Union")

RE: STUDENT

The Parties agree that employees having attained seniority rights will be granted a leave of absence to attend school. The seniority of these employees will be administered pursuant to Article 9 of this Collective Agreement. Employees will not be permitted the leave during the period of April 15th through September 30th, unless management agrees.

Signed this ____ day of _____, 2006.

SIGNED ON BEHALF OF:

THE EMPLOYER

THE UNION

LETTER OF UNDERSTANDING - #5

BETWEEN: **BEST WESTERN KAMLOOPS TOWNE LODGE LTD.**
(hereinafter called "the Employer")

AND: **UNITED STEELWORKERS**
LOCAL UNION 898
(hereinafter called "the Union")

RE: RELIEF FROM SCHEDULING

To enable proper scheduling of hours and to accommodate employees who work at second jobs, the Parties agree to the following:

- (1) An employee who is scheduled for less than half of full time hours or has a second job is required to provide availability to the Employer forty-eight (48) hours prior to the posting of the schedule pursuant to Article 8.11.
- (2) If an employee indicates that they are unavailable to work on any or all of the days, the Employer will mark them as unavailable on the schedule.
- (3) If an employee has determined that they will not be available on a day or throughout the posted schedule, then the Employer will not be required to contact that employee if a shift becomes available.
- (4) An employee who is available to work will be scheduled pursuant to Article 8.05 or the extra shift availability list.
- (5) Employees must be available to work three (3) days per week from April 15th through September 30th.

Signed this ____ day of _____, 2006.

SIGNED ON BEHALF OF:

THE EMPLOYER

THE UNION

LETTER OF UNDERSTANDING - #6

BETWEEN: **BEST WESTERN KAMLOOPS TOWNE LODGE LTD.**
(hereinafter called "the Employer")

AND: **UNITED STEELWORKERS**
LOCAL UNION 898
(hereinafter called "the Union")

RE: OVERFLOW LAUNDRY POSITION - SUMMER MONTHS

The Parties agree that during the summer months there is a need from time to time to employ a dayshift laundry person to perform overflow work.

In recognition of previous practice by Hotel Management there have been established two (2) positions of Laundry/Housekeeper. The incumbents in these positions are Barb Dumma and Ivy Joseph.

It is agreed that these individuals will continue to fill overflow laundry work on the dayshift as long as they hold their current positions.

Signed this____ **day of**_____, **2006.**

SIGNED ON BEHALF OF:

THE EMPLOYER

THE UNION

**MEMORANDUM OF AGREEMENT
CONTRACT RENEWAL SIGNING PAGE**

BETWEEN: **HOSPITALITY INDUSTRIAL RELATIONS**
On Behalf Of:

 BEST WESTERN KAMLOOPS TOWNE LODGE LTD.
(hereinafter called "the Employer")

AND: **UNITED STEELWORKERS**
LOCAL UNION 898
(hereinafter called "the Union")

The Parties to this Memorandum have reached agreement upon the terms and conditions that will constitute a new Collective Agreement between the Parties, subject to ratification of the Memorandum by the Union membership. The term of Agreement will be specified in the attached document including various Letters of Understanding.

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

Signed this ____ day of _____, 2006.

ON BEHALF OF:

HOSPITALITY INDUSTRIAL RELATIONS

**UNITED STEELWORKERS OF AMERICA
LOCAL UNION 898**

**FOR BEST WESTERN KAMLOOPS
TOWNE LODGE LTD.**

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