

2007 – 2010

COLLECTIVE AGREEMENT

Between

**CHIP REIT NO. 1 OPERATIONS LP
(RESIDENCE INN BY MARRIOTT)**

And

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(CAW-Canada)
LOCAL 3000**



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

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 August 1, **2007** to and including July 31, **2010**.

Thereafter, the Agreement shall continue in full force and effect from year to year, subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code 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 the Agreement there will be no lockout.

2.04 CONTRACTED SERVICES

The Employer shall not contract out bargaining unit work beyond what is presently contracted out if the contracting out of such work would directly result:

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

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 the 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 federal or provincial legislation makes invalid any provision of the 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 Employer’s employees at 1234 Hornby Street, Vancouver, BC, except accounting, sales and management staff, and with the exception of those exclusions ordered by the Labour Relations Board of BC or recognized by the parties in paragraph (c) below.
- (b) For purposes of this Agreement, the terms “employee” or “employees” shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.
- (c) The following positions are excluded from the bargaining unit:

Front Office Manager
Guest Services **Supervisor (2)**
Revenue Manager
Chief Engineer
Housekeeping Manager
Housekeeping Supervisor **(2)**
Executive Chef
Food and Beverage Manager
General Manager
Human Resources Manager
Controller
Assistant Controller/Accounts Payable
Accounts Payable/Payroll
Director of Sales
Sales Manager (2)
Sales and Catering Consultant

The employer agrees there is presently only one person occupying each of these excluded positions, **unless otherwise indicated**. In the event there will be more than one person in any one of these positions, the Employer agrees to notify the Union of the addition of a person to these excluded classifications.

3.02 RECOGNITION OF LEGAL PICKET LINES

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this Article, a “legal picket line” shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code of British Columbia. Any employee failing to report to work as a result of this provision shall be considered to be absent without pay.

- (b) The **Union** agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

3.03 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:

- (i) in the layoff or reduction of hours of work of any employee; or
- (ii) in the failure to recall a regular employee pursuant to Article 10.03, 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.

3.04 HARASSMENT AND DISCRIMINATION

- (a) The Union and the Employer recognize the right of all persons employed by the Employer to work in an environment of mutual respect, free from discrimination, personal harassment and sexual harassment by any other person employed by the Employer.
- (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 the Human Rights Code of BC, as may be amended from time to time.

Should any dispute arise concerning the Employer's compliance with respect to 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 matter in dispute to the satisfaction of the complainant employee, the matter shall be referred to the Grievance Procedure provided for in Article 21.

If the parties are unable to resolve the dispute through the Grievance Procedure, the complainant employee shall have the right to file a human rights complaint. In any event, the Parties agree that the **Union may submit the** complaint to the Arbitration procedure set out in this Agreement for resolution in **either** of the following circumstances:

- (1) the Human Rights **Tribunal** refers the dispute back to be resolved through the grievance procedure: or,

- (2) the Parties **and complainant** agree to submit the dispute to the Arbitration procedure.
- (c) Personal harassment shall be defined as any improper conduct or comment by a person employed by the Employer that is directed at and offensive to another person employed by the Employer, 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) 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.
- (e) If an employee files a grievance pursuant to Article 3.04, the Employer shall carry out forthwith an investigation which shall be conducted by a person independent of the circumstance, into the complaint which forms the basis of the grievance, and the Employer shall advise the Union in writing within fourteen (14) calendar days of the grievance being filed that such an investigation has been undertaken.
- (f) Any information arising from an investigation undertaken pursuant to paragraph (e) above shall remain confidential, but shall be provided to the union.
- (g) An alleged offender under Article 3.04 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.
- (h) In the event that a grievance filed pursuant to Article 3.04 involved allegations against management personnel, the Employer shall endeavor to ensure that there is no contact between the management employee and the grievor.
- (i) the Employer shall post, conspicuously in the work place, a policy regarding harassment and discrimination.

3.05 UNION BUTTONS

An employee may wear the Union button without being disciplined.

3.06 UNION HOUSE OR UNION BAR

The Employer agrees to post the Union House or Union Bar Card in a conspicuous place.

3.07 UNION INVESTIGATION OF THE STANDING OF EMPLOYEE'S 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 they are an authorized representative of the Union.
- (b) When access is required for purposes of such investigation, the Union representative will first obtain permission from the Employer in advance.
- (c) Permission 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 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.

3.09 VIOLENCE IN THE WORKPLACE

Should an employee become a victim of an act of violence or threatened act or 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 as soon as possible, but not later than thirty (30) days after the Employer became aware of the incident.
- (c) **In accordance with and subject to the Workers Compensation Act requirements**, the Union shall be provided with a copy of this report.

- (d) This Article does not limit Management's ability to discipline employees.

3.10 BULLETIN BOARDS

- (a) The employer will provide one (1) latched bulletin board in the lunchroom for the purpose of posting official Union notices concerning internal and administrative matters of the Union which may be of interest to the members of the bargaining unit. All notices on the Union bulletin board will only be posted upon the authority of the Shop Chairperson.
- (b) In the event the Employer believes a notice on the Union bulletin board is inflammatory with respect to its operational interest, it will endeavour to contact the Union to discuss the Employer's concerns. However, if a resolution cannot be reached with respect to the Employer's concerns within a timely manner, then the Employer shall be entitled to remove the notice from the Union bulletin board.

ARTICLE 4 – UNION SECURITY

4.01 MEMBERSHIP

- (a) **All employees covered by this Agreement shall, as a condition of employment, remain a member of the Union.**

4.02 NEW EMPLOYEES

- (a) The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this Collective Agreement, and refer such employees to the Union for purposes of obtaining a Union card.
- (b) All employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.

4.03 CHECK-OFF: PROCESS AND PROCEDURES

- (a) The Employer agrees to deduct initiation fees, union dues, assessments and arrears, upon receipt of the appropriate assignment of wages form signed by each employee.
- (b) Upon commencement of employment, each new employee will be required, as a condition of employment, to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employee shall, upon demand, sign and present the appropriate assignment of wages form. The

Union agrees to supply the Employer with the necessary assignment of wages forms.

- (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 15th day of the month following the month in which the deductions are made.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by a valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it as per Article 4.03(c).
- (g) In the event that the Union alleges any violation by the Employer of this Article notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.
- (h) The Employer is only required to deduct the amount of the initiation fees, union dues, assessments or arrears from payments that are made directly to the employee by the Employer.
- (i) The Employer agrees to show on each employee's T-4 slip the amount of union dues deducted subject to the provisions as set out by the Canada Customs and Revenue Agency.

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:

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

(iv) expelled from the Union as per the Union's Constitution.;

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.

4.05 BAR EMPLOYEES: MEMBERS OR OWNERS

It is mutually agreed that personnel employed on the bar must be an owner or a member of CAW, Local 3000. No permit holder shall give service as a bartender, except in the case of emergency and the Employer shall notify the Union the following day.

ARTICLE 5 – UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union shall appoint from among the employees, and the Employer shall recognize, four (4) Shop Stewards. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.
- (b) The Employer agrees to recognize a duly appointed or elected Shop Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Shop Steward's first obligation is the fulfillment of their responsibilities as an employee. During their working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (d) The Union Steward must not leave his/her assigned work duties or work area 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 Stewards and the Shop Chairperson during their regular working hours in reporting and resolving grievances, or in attending meetings with the Employer specifically provided for herein, shall be considered time worked.
- (f) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.

- (g) The Shop Steward and the Shop Chairperson shall not be discriminated against or disciplined for the proper performance of their 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 National Representative may attend these meetings from time to time.
- (b) All Stewards will be permitted to attend such meetings without loss of regular pay. Meetings will be scheduled at the Employer's discretion.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Shop Chairperson **and employer** agree there are no problems, it will not be necessary to convene the monthly meetings.
- (e) It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the Labour Relations Code.

ARTICLE 6 – RESERVATIONS TO MANAGEMENT

- 6.01** The union recognizes the right of the Employer to operate and manage its business in all respects
- 6.02** The Union further recognizes the right of the Employer to direct the workforce, and to **hire**, promote, demote, transfer, discipline or discharge.
- 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 the Agreement.

ARTICLE 7 – EMPLOYEE TRAINING PROGRAMS

- 7.01** It is agreed that in the event the Employer wants to institute a training program which will entail a reduction in the established hourly rate for any employee involved in the training program, the Employer must first receive permission from the Union. This program shall not exceed thirty (30) days. The established hourly rate for such

training program shall be ten percent (10%) less than the established wage rate for each classification contained within this Agreement.

The Employer agrees to notify the Union of any training programs which the Employer may undertake with persons who were not employed by the Employer prior to the program (for example, a student practicum training program). The Employer agrees further that any training of a person not employed by the Employer shall not result in the reduction of regular hours of a regular employee or the reduction of scheduled hours of any employee.

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 exclude a lunch period, and shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one day;
 - (ii) subject to paragraph (b) below, not more than five (5) working days in any seven (7) day period;
 - (iii) not more than forty (40) hours in any five (5) working day period.
- (b) 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 arrangements 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.
- (c) Any hours which the Employer requires an employee to work in excess of the above shall be paid at the following rate:
 - (i) time and one-half (1 ½ T) for the first three (3) hours worked in excess of eight (8) hours in any work day, and double time (2T) thereafter;
 - (ii) subject to paragraph (b) above, double time (2T) for all work performed on any employee's sixth and seventh days of employment in a week.

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 with the following guidelines:

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of 5, 6, 7 or 8 hours may be assigned, subject to the provisions of 8.05.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

8.04 MAXIMIZING THE LENGTH OF SHIFTS

- (a) While the Employer is entitled to schedule 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.
- (b) Paragraph (a) above shall not be construed as requiring the Employer to create split shifts.

8.05 ASSIGNMENT OF SHIFTS BY SENIORITY

- (a) The Employer shall assign the longest weekly shifts to employees with the most accumulated hours of work 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.

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.

- (b) 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 files as a result of an authorized and agreed to shift exchange.

8.06 DAYS OFF

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

- (i) The norm for all service employees is that they shall receive two (2) consecutive days off in each seven (7) days unless mutually agreed to be split. However, the Parties acknowledge that there may be certain operational requirements on occasion when the Employer will need to schedule one or more junior service employees where the two (2) days off will not be consecutive; and
- (ii) All other employees shall receive two (2) days off in each seven (7) days, but the days need not be consecutive.

8.07 PAYMENT FOR TIME IN LIEU OF BREAKS

Employees who cannot get rest periods or meal breaks shall be paid five and one-half (5 ½) hours worked – six (6) hours pay; six (6) hours worked – six and one-half (6 ½) hours pay; seven (7) hours worked – seven and one-half (7 ½) hours pay; seven and one-half (7 ½) hours worked – eight hours pay; eight (8) hours worked – eight and one-half (8 ½) hours pay. There shall be no deliberate bankrolling of purported violations of this clause by any employee.

Bankrolling defined as accumulating premium pay time beyond two (2) of the employee's scheduled working days immediately following the date on which the employee could not get his/her rest period or meal break.

8.08 UNPAID MEAL BREAKS

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break of one-half (1/2) hour, 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 ten (10) minute rest period
 - (ii) Five (5) hours – one ten (10) minute rest period
 - (iii) Six (6) hours – one ten (10) minute rest period
 - (iv) Seven (7) hours – two (2) ten (10) minute rest periods
 - (v) Eight (8) hours – two (2) ten (10) minute rest periods
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.
- (c) Time to commence when the employee arrives at the assigned rest area or a total of fifteen (15) minutes from the employee's work station.

8.10 EMPLOYEE'S RESPONSIBILITY: WORK START TIME

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

8.11 WORK SCHEDULES

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
- employee's name
 - classification
 - days off
 - starting and finishing times
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted, dated 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 or unscheduled absence, the employer will be responsible for notifying the employee of the change.
- (d) The Employer will provide the Shop Chairperson with a copy of the posted work schedule.

- (e) The Parties recognize that scheduling an employee eight (8) hours after his/her last shift may cause hardship. The Employer shall advise its Managers to consider the impact of short rest periods when creating schedules.

8.12 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice, or such lesser period of notice as may be agreeable to the particular employee, of any change in their respective 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 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 forty-eight (48) hours when changing work schedules.

In the event that the change in schedule results in a cancellation of a shift, the Employer agrees that the shift of the junior employee in the particular classification will be cancelled.

In the event that the change in schedule requires replacement or additional shifts in the week, the Employer agrees to first offer the replacement or additional shift(s) to the most senior employee in the particular classification who will not exceed forty (40) regular hours of work in the week if the employee accepts the replacement or additional shift(s). If the senior employee declines the shift(s), then the replacement or additional shift(s) shall again be offered on a seniority basis to the next senior employee in the particular classification who will not exceed forty (40) regular hours of work in the week, and so on.

In the event the replacement or additional shift(s) is not filled as provided for above, the Employer shall assign the shift(s) to the most junior employee in the particular classification who, with the replacement or additional shift(s), will not exceed forty (40) regular hours of work in the week, and who, in the opinion of the Employer, is reasonably available to perform the shift(s).

- (c) Employees who become aware that they are not going to be able to report for work as scheduled, shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on their behalf, **with as much notice as possible and in any event**, at least two (2) hours prior to the scheduled reporting time, **unless due to circumstances beyond the employee's control, it is not possible to provide two (2) hours notice, in which case** as soon after that time as is possible in the circumstances, 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 his/her work schedule, and the employee reports as scheduled, the employee shall be provided with work and/or pay as follows:
 - (i) two (2) hours pay 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; or
 - (ii) where the employee commences work, four (4) hours work and/or pay unless his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case paragraph (i) above applies.

8.13 RESTRICTED AVAILABILITY

- (a) A regular employee, who wants to restrict his/her availability as to when he/she can work for the Employer for a reason other than an illness or injury suffered by the employee, must provide the Employer with a minimum of two (2) weeks written notice setting out the days and hours that the employee will be available to accept a work assignment from the Employer. The restriction shall remain in effect **and may be lifted on January 1, April 1, and September 1, in each calendar year with two (2) week's written notice.**
- (b) **During these periods of restriction, an employee may serve two (2) week's written notice to lift their restriction but will only be entitled to available shifts and hours after regular employees have been scheduled as per (c) below.**
- (c) Notwithstanding Article 8.05(a), the Employer shall only be required to schedule hours of work to an employee, who has restricted his/her availability to work for the Employer, after it has scheduled all available regular hours of work to those employees in the same classification who have not so restricted their availability.
- (d) Once a work schedule has been posted pursuant to Article 8.11, additional work assignments that may arise (such as the replacement of a scheduled employee who does not report due to illness) shall be assigned by the Employer on the basis of **seniority** and availability from amongst all of the regular employees in the classification, **then to restricted employees who have indicated availability for the particular shift in question**, provided that such assignment of work does not result in overtime rates being paid to the employee.

- (e) An employee who restricts his/her availability pursuant to paragraph (a) above shall lose his/her seniority and his/her employment will be terminated when the employee:
 - (i) is requested to work by the Employer, **with as much notice as possible but with a minimum of two (2) hours notice** on the day when the employee had indicated to the Employer that he/she would be available for work, and declines such work without **establishing** a legitimate reason on three (3) occasions within any period of three (3) months; or
 - (ii) has not worked for the Employer for a period of six (6) consecutive months **unless absent under any of the leave provisions in the Collective Agreement.**

8.14 MINIMUM HOURS BETWEEN SHIFTS

The Employer will endeavour to schedule a minimum of eight (8) hours between shifts. If an employee is scheduled on a shift that commences less than eight (8) hours after the end of a shift, applicable overtime rates shall apply for all hours worked that are less than eight (8) hours between shifts.

ARTICLE 9 – SENIORITY

9.01 SENIORITY ENTITLEMENT DEFINED

- (a) Seniority: For all purposes of this Agreement, with the exception of layoff and recall, “seniority” shall be defined as an employee’s length of continuous service within a classification from the date of appointment to that classification. However, in circumstances where two (2) or more employees are employed by the Employer on the same date in the same classification, their position on the seniority list shall be determined by drawing the names by lot.

For the purpose of layoff and recall pursuant to Article 10.03, “seniority” shall be defined as an employee’s length of continuous service within a Department from the date of appointment to a classification within that Department.

- (b) Department: For purposes of this Agreement, the term “Department” shall be understood to mean those Departments identified in Article 22.02(a)
- (c) While the Employer has no obligation to offer extra work to any person outside the classification, should it be decided to offer such work to persons inside rather than outside the hotel, the principles of seniority first within the department and then within the hotel will apply, provide such senior person

possesses the necessary skill and ability to perform the full measure of the work required.

9.02 PROBATION

- (a) All new employees shall be on probation for the first ninety (90) calendar days of employment from the first date of employment. A probationary employee, who is not available to be scheduled for work for a period of time greater than seven (7) consecutive calendar days, shall have his/her probationary period extended by the length of time the employee was not available to be scheduled for work.
- (b) Newly hired employees will be paid in accordance with the following:
 - (i) for the first three (3) months of employment, - seventy-five percent (75%) of the applicable classification wage rate contained in Appendix "A"; and
 - (ii) For the following nine (9) months of employment, – eighty- seven and one half percent (87.5%) of the applicable classification wage rate contained in Appendix "A".
 - (iii) After reaching twelve (12) months of employment employees will receive one hundred percent (100%) of the applicable classification wage rate contained in Appendix "A".
- (c) The purpose of the probationary period is to determine the suitability of the employee for continued employment. The suitability of employment shall be within the Employer's discretion, except that a decision to terminate a probationary employee will not be made in a manner that is arbitrary, discriminatory or in bad faith.
- (d) The Employer agrees to provide a written performance evaluation to the probationary employee within three (3) days of his/her first sixty (60) days of employment, with a copy to the Shop Chairperson.
- (e) If there is more than one (1) probationary employee in a classification the majority of hours on a weekly basis shall be assigned based on the date of hire.
- (f) A probationary employee does not have seniority during the probationary period. Upon the successful completion of the probationary period, the employee's seniority shall be calculated from the date of appointment to his/her classification.
- (g) In the event that a probationary employee is terminated by the Employer, the Shop Chairperson shall be notified. Where the Shop Chairperson is not available, the Employer shall notify another Shop Steward.

9.03 SENIORITY LISTS

- (a) The Employer agrees to post departmental seniority lists on or before the first day of February and the first day of August in each year. The seniority list shall contain the following information:
1. Employee's name;
 2. Date of hire;
 3. Employee's Department;
 4. Date of appointment to the employee's current Department (i.e., the employee's "Department seniority");
 5. Employee's classification;
 6. Date of appointment to the employee's current classification (i.e., the employee's "classification seniority").
- (b) The seniority list shall be posted by the Employer for a minimum of sixty (60) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the sixty (60) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority list will be provided to the Union. The Employer will also provide to the Union, **a separate** list of all employees, which will include their mailing addresses **and telephone numbers**.
- (d) New employees will be added to the list at the time they attain seniority.

9.04 SENIORITY LOST

- (a) Seniority will be lost and employment terminated when an employee:
- (i) receives severance pay in accordance with this Agreement under Article 16.07;
 - (ii) voluntarily terminates his/her employment;
 - (iii) is discharged for just and reasonable cause;
 - (iv) is on layoff more than six (6) consecutive months;
 - (v) does not return to work on the date specified following an approved leave of absence other than medical; or
 - (vi) is absent without notice for three (3) working days, unless the employee can demonstrate 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 a Department(s), the recall period shall be extended by the length of time it takes to complete the renovations, to a maximum extension of the recall period by a further twelve (12) consecutive months.

ARTICLE 10 – JOB POSTING, LAYOFF AND RECALL

10.01 JOB POSTING

- (a) Openings in classifications which are known in advance of the date they are required will be posted with the work schedules for a period of seven (7) days in order that employees currently on the payroll may have the opportunity to apply to fill the opening.
- (b) Vacant positions which are posted pursuant in paragraph (a) above will be filled on the basis of qualifications, ability and efficiency. In the event that two or more applicants have equal qualifications, ability and efficiency, the applicant with the greater length of continuous service with the Employer shall be selected for the position.

10.02 TRIAL PERIOD

- (a) Any employee selected to fill a posted job vacancy shall be on a trial period for up to sixty (60) days. During this trial 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. During the trial period, the employee shall receive fifteen percent (15%) less than the qualified wage rate for the posted job classification if the job vacancy was in a different Department from the one in which the employee had previously worked.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should they decide during the trial period that they do not want to continue in the job, then the employee may be returned to their former job. In such cases, the employer shall have the right to require all employees, who changed job positions in consequence of the promotion, to move back into their job positions and wage rates which they occupied prior to the promotion.

10.03 LAYOFF AND RECALL PROCEDURE

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

- (b) In the event of a layoff, the order of layoff within the affected classification shall be as follows:

Probationary employee, then employees with the least Department seniority.
- (c) An employee on layoff shall be recalled to available work in his/her classification according to his/her Department seniority.
- (d) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights.
- (e) The employer agrees that recall notification will be by direct contact (including personal contact and telephone contact) or registered mail. Any employee failing to report for duty within sixty (60) hours, excluding Saturday and Sunday, from the time of such notification, shall be considered to have resigned without notice.

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 shall remain in effect throughout the specified or extended term of this Agreement.

11.02 HIGHER RATE OF PAY

When an employee is temporarily assigned by the Employer to a job classification in the bargaining unit with a higher rate of pay, the employee shall receive the higher rate of pay while performing such work, provided that the employee works in the higher rated job classification for at least one (1) hour during his/her shift.

11.03 NEW CLASSIFICATIONS

- (a) In the event the Employer creates a new job classification within the bargaining unit, the Parties shall negotiate a 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.

11.04 PAY DAYS

Wages shall be paid every second Friday, with a maximum of six (6) working days held back. Employees will be given a proper statement of all hours worked, indicating overtime hours, identifying all deductions and earnings covering each pay period.

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

11.06 ELECTION DAYS

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.

11.07 ROOM ATTENDANT WORK LOAD

Duties of Room Attendant work load and content, where a Room Attendant presents a grievance to the Union on any matter pertaining to work load or content, the Employer of the individual hotel where the grievance arose will meet with the Union to review and finalize the grievance setting out work load and content for their hotel only.

11.08 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 twenty-four (24) 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	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	One Floating Holiday
Labour Day	

After one (1) year continuous service, the floating holiday will be taken each calendar year at a time mutually agreeable to the employee and the Employer. Should Heritage Day or any other day be proclaimed as mandatory during the term of the Agreement, it shall be substituted for the Floating Holiday.

12.02 PAYMENT FOR STATUTORY HOLIDAY

- (a) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For purposes of this Article, a normal days pay shall be understood to mean an employee's normal hourly earnings, including sick days and exclusive of overtime, for the hours they have worked in the full pay period completed immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal days pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.
- (c) An employee who is scheduled by the Employer to work on a statutory holiday shall be paid one and one-half (1 ½) times his/her normal wage rate for any hours so worked. In addition, the employee shall be entitled to receive 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 eleven (11) hours on a statutory holiday shall be paid double (2) time for all such additional hours worked.

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 paid holiday but fails to report for work on the day of the holiday, without reasonable cause or without leave of the Employer, they shall not receive any pay for such holiday.

12.05 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

Should any statutory holiday occur,

- (i) during an employee's vacation period, or
- (ii) after the employee has returned from his/her vacation period but before he/she has worked a full pay period,

The formula in Article 12.02(b) shall be applied to the full pay period completed immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay, provided the employee is eligible to receive the statutory holiday pay.

12.06 DAY OFF IN LIEU

- (a) An employee, who is eligible to receive statutory holiday pay, may elect to receive another day off in lieu of receiving his/her normal days pay for the statutory holiday, in the following circumstances:
 - (i) when the employee is scheduled to work on the statutory holiday;
 - (ii) when the statutory holiday occurs during an employee's scheduled vacation period; or
 - (iii) when the statutory holiday falls on the scheduled day off of an employee who is scheduled to work on five (5) days in the seven (7) day period.
- (b) An employee must advise the Employer, in writing, of his/her election under paragraph (a) above on or before the calendar day immediately preceding the statutory holiday. Failure to so advise the Employer will result in the statutory holiday pay being paid to the employee.

- (c) An employee who makes an election under paragraph (b) above shall be entitled to defer his/her normal days pay for the statutory holiday to the day off he/she takes in lieu.
- (d) An employee who elects to take the lieu day must do so within six (6) months of the statutory holiday, at a time mutually agreed to between the Employer and the employee. Failure to take the lieu day within this period shall result in the deferred statutory holiday pay being paid to the employee.

ARTICLE 13 – ANNUAL VACATION

13.01 TEMPORARY EMPLOYEES

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 consecutive service calculated from their date of hire, as follows:

Completed Years Service	Annual Vacation Time	Annual Vacation Pay
Less than 1 Year	0 Weeks	4%
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 18 years	4 weeks	8%
18 years or more	5 weeks	10%

- (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 year.
- (c) “Gross earnings”, as used herein, shall mean the total earnings realized by an 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) Employees shall have preference within their classification with respect to the scheduling of their vacations from March 16 to December 31, according to the seniority list, provided the employee files his/her vacation request with the Employer before February 28 of the year in which the vacation is to be taken. The Employer shall, by March 15 of each year, post the approved vacation schedule with respect to those employees who filed their vacation requests with the Employer before February 28.
- (b) An employee who wants to take his/her vacation between January 1 and March 15 must submit his/her written vacation request to the Employer, who shall respond in writing within fourteen (14) calendar days whether or not the vacation request has been approved.
- (c) An employee, who does not submit his/her vacation request to the Employer before February 28, shall not be entitled to exercise any seniority rights in respect to the scheduling of his/her vacation during the remainder of that calendar year. In such circumstances, the employee must submit his/her written vacation request to the Employer, who shall respond in writing within fourteen (14) calendar days whether or not the vacation request has been approved.
- (d) Employees covered by paragraphs (b) and (c) above shall be given preference, with respect to the scheduling of their vacation, based upon which employee first submitted his/her vacation request in writing to the Employer.
- (e) 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.
- (f) The employer agrees that a maximum of one (1) employee per Department be allowed to take vacation at any one time during the busy season in the months of May through September, except the Housekeeping Department where a maximum of two (2) employees will be allowed to take vacation at any one time.

The Employer agrees that during the off-season, the number of employees allowed away at any one time per Department will be a minimum of one (1) employee, and the maximum will be based on operational requirements, except for the Maintenance Department which will continue to be limited to one (1) employee at any one time.

13.04 WHEN VACATIONS MUST BE TAKEN

Vacations are to be taken the year following entitlement.

- (a) All vacations shall be taken at a time, to be mutually agreed upon by the Employer and the employee, **before the expiry of the completed year of consecutive service in which the entitlement was earned. For example, an employee who completes one (1) year of service on April 1, must take all of the two (2) weeks of vacation entitlement before March 31 of the following year.**
- (b) An employee may request that one (1) or more weeks of his/her vacation entitlement be banked, which week(s) must be taken during the following calendar year. Banked vacation time cannot be taken during the busy season in the months of May through September. Such request shall not be unreasonably denied.

ARTICLE 14 – HEALTH AND WELFARE COVERAGE

14.01 ELIGIBILITY

An employee, who is regularly scheduled to work twenty (20) or more hours per week, shall be eligible to enroll for the benefit coverage set out in Article 14.02, commencing on the first day of the calendar month coinciding with or next following six (6) months of continuous employment.

14.02 HEALTH AND WELFARE BENEFIT COVERAGE

(a) Life Insurance

The Employer shall pay one hundred percent (100%) of the monthly premium costs of a Group Life Insurance Plan for an eligible employee. The Plan shall provide principal coverage **to 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 Group Life Insurance Plan shall include similar coverage for accidental death and dismemberment insurance.

(b) Dependent Life Insurance

The Employer shall pay one hundred percent (100%) of the monthly premium costs of a Dependent Group Life Insurance Plan for an eligible employee. The Plan shall provide principal coverage of five thousand dollars (\$5,000.00) for an eligible dependent spouse and two thousand five hundred dollars

(\$2,500.00) for each eligible dependent child. The benefit coverage shall cease when the employee attains the age of seventy (70).

(c) Extended Health Care

The Employer shall pay one hundred percent (100%) of the monthly premium costs of an Extended Health Care Plan for an eligible employee and his/her eligible dependants. Once eligible, the employee and his/her dependants will be entitled to receive the level of benefits as provided for in the Plan. The benefit coverage shall cease when the employee attains the age of seventy (70).

(d) Dental Plan

The Employer shall pay one hundred percent (100%) of the monthly premium costs of a Dental Plan for an eligible employee and his/her eligible dependants. Once eligible, the employee and his/her dependants will be entitled to receive the following levels of coverage under the Plan:

- (i) Basic and Preventative Services – 100%
- (ii) Major Services – 50%

There is a calendar year maximum for the Basic and Major dental expenses combined of one thousand five hundred dollars (\$1,500.00) per person.

There is an annual deductible for single coverage of twenty-five dollars (\$25.00) or for family coverage fifty dollars (\$50.00) under the Dental Plan.

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

14.03 MEDICAL SERVICES PLAN OF BC

- (a) An employee, who is regularly scheduled to work twenty (20) or more hours per week, shall be eligible to enroll for benefit coverage under the Medical Services Plan of BC, commencing on the first day of the calendar month, following the sixth (6th) month in which the employee began working for the Employer.
- (b) The employer shall pay one hundred percent (100%) of the regular monthly premiums for an eligible employee and his/her eligible dependants for coverage under the Medical Services Plan of BC.

14.04 COVERAGE WHILE ON LAYOFF OR LEAVE OF ABSENCE WITHOUT PAY

Subject to any provisions 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 six (6) consecutive months, by paying to the Employer, in advance of the layoff or leave of absence, one hundred percent (100%) of the cost of all the premiums for the benefit coverages for the period of the absence from work.

14.05 GENERAL PROVISIONS

- (a) Subject to paragraph (b) below, an employee who is eligible to receive the benefit coverages provided under Articles 14.02 and 14.03 must, as a condition of employment, apply for coverage in the benefit plans.
- (b) An eligible employee may elect, by providing written notice to the Employer, to waive receiving the benefit coverage under Articles 14.02 (c) and/or (d), and/or Article 14.03, on the ground that the employee is provided such benefit coverage by a spouse or other family member.
- (c) 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. The Employer agrees that the level of benefit coverages provided to employees pursuant to Article 14.02 of this Agreement shall not be reduced without the mutual agreement of the Union.
- (d) Provided that the Employer fulfills its responsibility to pay its portion of the premiums for the applicable benefit coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier.

14.06 SICK LEAVE

- (a) A regular employee, who is regularly scheduled to work twenty (20) or more hours per week, shall earn sick leave credits at the rate of eight (8) hours for each calendar month of continuous service, up to a maximum of ninety-six (96) hours of sick leave credits earned in a calendar year.

A regular employee, who is regularly scheduled to work less than twenty (20) hours per week, shall earn sick leave credits at the rate of four (4) hours for each calendar month of continuous service, up to a maximum of forty-eight (48) hours of sick leave credits earned in a calendar year.
- (b) A regular employee, who is regularly scheduled to work twenty (20) or more hours per week, shall be entitled to carry over a maximum of sixteen (16) hours of his/her earned and unused sick leave credits from one calendar year to the next.

A regular employee, who is regularly scheduled to work less than twenty (20) hours per week, shall be entitled to carry over a maximum of eight (8) hours of his/her earned credits from one calendar year to the next.

- (c) A regular employee who is absent from his/her scheduled work due to a non-work related illness or injury shall be granted sick leave with pay up to the maximum of his/her earned and unused sick leave credits.
- (d) There shall be no pay out of earned and unused sick leave credits at the end of the calendar year, or upon the employee's termination of employment for any reason.
- (e) For purposes of paragraph (c) above, sick day's pay shall mean an employee's hourly earnings, exclusive of overtime, for the hours he/she has worked in the two (2) full pay periods completed immediately preceding the week in which the sick day occurs, divided by twenty (20).

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 **six (6)** 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, at least thirty (30) days prior to the commencement of the leave.
- (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 to not more than one (1) employee who is elected as a delegate to attend Union conventions or as a member of a negotiating committee. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time to attend bona fide shop steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.

- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence from any one (1) Department.
- (e) 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) A non probationary employee will be granted three (3) days off without loss of pay in the event of the death of a member of his/her immediate family.
- (b) "Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse/partner, father-in-law, mother-in-law, grandchildren or grandparents.
- (c) For purposes of this article, "spouse/partner" shall be defined to include common-law spouse/partner with whom the employee has cohabitated for a minimum of 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 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, and in the case of meeting family responsibilities related to the care or health of any member of the employee's family, the Employer shall grant the employee a leave of absence without pay for up to seven (7) days. Further leave may be granted pursuant to Article 15.06(b).

15.08 MATERNITY AND PARENTAL LEAVE

The Employer shall grant a leave of absence as per the British Columbia Employment Standards Act. Provided the employee is eligible for benefit coverage, the Employer will continue to make payments for the benefit plans for the employee for the duration of the leave.

ARTICLE 16 – MISCELLANEOUS EMPLOYEE ENTITLEMENTS

16.01 EMPLOYEE ATTENDANCE AT STAFF MEETINGS

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

16.02 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

- (a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in their former position within twenty-four (24) hours, with all rights and conditions which they

formerly enjoyed, according to the terms of the Agreement which is in effect at the time of their 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 his/her duties, if such employee has been absent for a period of more than three (3) working days and the Employer has a bona fide concern that the employee may not be physically able to resume his/her duties.

The Employer and the employee shall share equally the cost of any written invoice submitted by the physician to the employee for the preparation of any medical certificate required by the Employer.

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

16.03 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

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

16.04 PERSONAL EFFECTS

The Employer agrees to provide adequate lock-up facilities with locks 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.

16.05 COMPENSATION TO EMPLOYEES RE: ENFORCEMENT OF HOUSE RULES FOR PATRONS

Upon presentation of a written bona fide claim by an employee, the Employer shall compensate the employee for replacement cost of, or repair of, any wearing apparel, false teeth, eye glasses, contact lenses or hearing aids, damaged or destroyed, as a consequence of the employee's participation in the enforcement of house rules and/or Liquor Control Board Regulations and/or at the direction of Management or a person appointed by management.

16.06 SERVER TRAY SIZE AND GLASS LIMIT

- (a) It is mutually agreed that no server shall be required to carry a load exceeding twelve (12) glasses or equivalent.

- (b) A standard size tray for the transport of liquor shall be supplied by the Employer and shall be used in licensed premises and will not exceed thirteen (13) inches in base diameter. No employee shall be permitted to supply or carry their own tray.

16.07 SEVERANCE ALLOWANCE

All employees, upon termination, shall receive twelve (12) hours' pay for each year of continuous service in the establishment. Employees who qualify under this clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours pay.

Employees working less hours will receive pro-rata severance pay for the year based on the actual hours worked as a percentage of one thousand, eight hundred and twenty (1,820) hours, e.g. a person working nine hundred and ten (910) hours will receive six (6) hours pay.

Regular hours not worked as a result of a bona fide sickness or accident will be credited to the hours worked. This clause does not apply to employees terminated for culpable reasons or who voluntarily terminate their employment.

16.08 CASHOUT IN THE EVENT OF SALE OR TRANSFER

- (a) Subject to paragraph (b) below, in the event the majority ownership of the hotel changes through any form of sale, all employees shall be paid severance pay up to the date of such sale by the outgoing owner or lessee. After payment has been made, continuous service for the purpose of severance pay commences a new starting date from date of each sale. No duplication or pyramiding of payments is intended.
- (b) Paragraph (a) above will not apply in either of the following circumstances:
 - (i) where the majority ownership changes through a share purchase only (i.e., where there is no change to the legal Employer of the employees in the bargaining unit); or
 - (ii) where the change in majority ownership results in a successorship pursuant to Section 35 of the Labour Relations Code of BC, as may be amended from time to time (i.e., the successor will be responsible for the payment of severance pay to the employees in the bargaining unit for the period of time both prior to and after the sale).

16.09 GROUP NOTICE OF TERMINATION

The Employer will comply with the group notice termination provisions, if applicable, of the British Columbia Employment Standards Act in the event of a permanent closure of the Hotel or department of the Hotel.

ARTICLE 17 – HEALTH, SAFETY AND ENVIRONMENT

17.01 HEALTH & SAFETY

- (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. All standards established under the legislation and regulations shall constitute minimum acceptable practice that may be improved upon by agreement of the Health and Safety Committee.

Should any dispute arise concerning the Employer's compliance with any legislation or regulations referred to above, 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 for resolution to the Arbitration procedure set out in this Agreement.

17.02 HEALTH & SAFETY COMMITTEE

- (a) A Health and Safety Committee shall be established which is composed of four (4) members, two (2) appointed by the Employer and two (2) appointed by the Union.
- (b) Two Co-Chairpersons shall be elected (or a Chairperson and a Secretary) from and by the members of the committee. Where one of the Chairpersons is an Employer member, the other shall be a Union member and vice-versa.
- (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

- (i) is injured while at work; and
- (ii) is required to leave for treatment or is sent home as a result of such injury; and
- (iii) submits an application for compensation for such injury with the Workers' Compensation Board of BC, which accepts the injury as being compensable,

Shall receive payment for the remainder of his/her scheduled shift on the day of the injury at his/her regular rate of pay.

- (b) An employee who suffers an injury during working hours shall be provided transportation, when necessary, at the expense of the Employer, to the nearest hospital for initial medical treatment, or to the nearest physician prepared to accept responsibility for the required treatment.

ARTICLE 18 – EMPLOYEE CONDUCT AND DRESS

18.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES

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

18.02 CONTROL OF ABSENTEEISM

Recognizing that the absenteeism by employees creates staffing and scheduling problem, 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.
- (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, **with as much notice as possible and in any event** at least two (2) hours prior to the scheduled reporting time, **unless due to circumstances beyond the employee's control, it is not possible to provide two (2) hours notice in which case** as soon after that time as is possible in the circumstances, and in the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.

- (iii) Where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfillment of the employment relationship with the Employer, the Employer may terminate the services of the employee.
- (iv) In relation to any provision in this Collective Agreement where 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 an Employer requires an employee to submit to such an examination, any resulting charge by the doctor, which is not paid by the employee's medical insurance plan, will be paid by the Employer.

18.03 AUTHORITY RE CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS

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

18.04 PROPER APPEARANCE

In consideration of the endeavour to improve the standard of the Hospitality Industry, it is agreed that reasonable standard of appearance and dress may be adopted by the Employer which compliments the style of operation. Such standard may include hair styles and lengths, and clothing colours, such as black dress skirts or slacks, white shirts and uniform tie. These standards may be different for back of the house and front of the house employees and may be different in various departments.

18.05 UNCONVENTIONAL MODE OF DRESS

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

18.06 SPECIAL UNIFORMS

If any special uniform or special articles of wearing apparel shall be required, such as tuxedo, white jackets, etc., it is agreed that the Employer shall supply the same and be responsible for the cleaning thereof.

ARTICLE 19 – LIQUOR CONTROL AND REGULATION

19.01 NEW EMPLOYEES – INSTRUCTION RE: LIQUOR CONTROL LEGISLATION AND REGULATIONS

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

19.02 EMPLOYEE SERVING LIQUOR

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

19.03 HOURS OF SERVICE

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

19.04 IMPLEMENTATION OF CHANGES IN REGULATIONS

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

ARTICLE 20 – DISCIPLINE AND DISCHARGE OF EMPLOYEES

- 20.01**
- (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 Shop Chairperson will be notified and provided with the reasons for the discharge.
 - (c) Where the Shop Chairperson is not available, the Employer shall provide the information in paragraph (b) above to a Shop Steward.

20.02 DISCIPLINARY WARNINGS

Any **oral** or written warning **which does not pertain to sexual or personal harassment or acts of violence or threatened violence** that had 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 warning is not material to any pending disciplinary action.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.01 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 a grievance.

21.02 INFORMAL STEP

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by a Shop Steward.

21.03 STEP ONE

- (a) At this step, notice of the grievance, in writing, must be filed with a person designated by the Employer within fourteen (14) calendar days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.
- (b) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.
- (c) The Employer's representative must answer the grievance in writing within ten (10) calendar days.

21.04 STEP TWO

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

- (b) This Step must be taken by notice, in writing, within seven (7) calendar 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) calendar 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) calendar days of the meeting.

21.05 STEP THREE

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

- 1) the optional Grievance Procedure provided for in Article 21.13;
- 2) a single Arbitrator;
- 3) a Settlement Officer appointed under Section 87 of the Labour Relations Code;
- 4) use of the Fast Track Med/Arb Process in Article 21.15.

21.06 UNION OR EMPLOYER GRIEVANCE/DISMISSAL GRIEVANCE

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

21.07 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.

21.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

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

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

21.09 SINGLE ARBITRATOR

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

21.10 ARBITRATION HEARING AND AWARD

- (a) As soon as the 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, in written form, a statement of facts which are not in dispute. The identification of the issue or issues and any statement of agreed facts will be placed before the Arbitrator by agreement of the Parties.
- (c) The decision of the Arbitrator shall be binding on both Parties and any employee affected by it.

21.11 AUTHORITY OF THE ARBITRATOR

- (a) The Parties to the arbitration recognize that the authority of the Arbitrator is set out in Section 89 of the Labour Relations Code of British Columbia.
- (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.

21.12 COST SHARING

Each party to the Arbitration will be responsible for its own costs and will share equally the cost associated with the Arbitrator.

21.13 OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE

The parties have agreed to initiate an Optional Grievance Investigation Procedure for the specified term of this Agreement, in accordance with the following:

- (a) Purpose and Scope

- (i) 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.
 - (ii) The process is intended to complement the Grievance and Arbitration Procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.
- (b) Optional Grievance Investigation Procedure
 - (i) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties will appoint one of the persons named herein as “Investigators”, or a substitute agreed to by the parties, to:
 - 1) investigate the difference;
 - 2) define the issue in the difference; and
 - 3) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the Grievance Procedure.
- (c) Cost Sharing

Each party shall pay one-half (1/2) of the cost incurred in relation to the reasonable remuneration, traveling and out of pocket expenses of the Investigator or the Investigator’s substitute.
- (d) Investigators – Alternates Agreed To, and Selection
 - (i) The parties have agreed that for the term of the Agreement, the persons named in a Letter of Understanding will be recognized as their “Investigators” for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment.
 - (ii) Selection of a particular named individual to serve in each instance shall be by agreement of the parties. Should the parties fail to agree on the selection, then the person next on the list shall be chosen.

(e) Option Choice and Timing

- (i) 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.
- (ii) The party wishing to use the investigation procedure shall notify the other party of the decision, within seven (7) calendar days of the receipt of the reply at the last Step of the Grievance Procedure. Such notification must be in writing.
- (iii) The party receiving notification may refuse to accept the Investigator Procedure, in which case, the arbitration provisions of this Agreement are then available and the time limit contained in that Article begins to run from the date of refusal decision being delivered in writing. No reasons for the refusal need to be given, and such refusal must be submitted within seven (7) calendar days.

21.14 BINDING RECOMMENDATIONS

While the grievance investigation process is intended to yield 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 hearing or investigation conducted by the Investigator.

21.15 FAST TRACK MED/ARB PROCESS

- (a) Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined in Article 20 of the Collective Agreement.
 - 1) The process can only be used by mutual agreement between the parties.
 - 2) The outcome will be binding on both parties.
 - 3) Each party shall pay one-half (1/2) of the cost incurred in relation to the reasonable remuneration, traveling and out of pocket expenses of the Arbitrator.
 - 4) The procedure cannot be used should an application for a Settlement Officer, under Section 87 of the Labour Relations Code, have been made by either party.
 - 5) The number of cases to be heard at any given time will not exceed three (3).

- 6) The parties or their representatives will try to get an agreed statement of facts for presentation to the Arbitrator.
- 7) Wherever possible, the Arbitrator will attempt to mediate a settlement between the parties.
- 8) In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.
- 9) An agreed schedule for the process will be arranged in advance based on a mutual assessment of the length of time needed to present each case.
- 10) General rules of evidence will be waived except for the rule of “onus”.
- 11) The offices of the parties will be used for the process on an alternating basis.
- 12) Procedure Guidelines
 - (i) **The Opening Statement:** This should basically set out the case from each party’s perspective. The Arbitrator will aggressively seek, at his point, to define the issue and to determine what evidence is agreed to and what is not.
 - (ii) **The Hearing:** Sufficient witnesses should be called to ensure the “story” is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
 - (iii) **The Argument:** As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the Arbitrator.
 - (iv) **Mediation:** Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before the Arbitrator. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
 - (v) **The Decision:** If mediation fails, or is not appropriate, and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with counsel to explain the framework of the Arbitrator’s decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator,

the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

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

ARTICLE 22 – DEFINITIONS

22.01 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.

22.02 SPECIFIC DEFINITIONS

(a) **Department**

The term “Department” shall be defined to mean the following Departments:

- **Front Office**
- Maintenance
- Housekeeping
- Kitchen
- **Food and Beverage**

(b) **Types of Employees**

(i) 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 qualifications, ability and efficiency to perform the work associated with the particular project.

The following Articles shall not apply to temporary employees:

Articles 9.01; 10.03; 12.05 and 12.06; 13 (with the exception of 13.01); 14; 15.01; 15.02 and 15.05.

(ii) Regular Employee

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

Signed this day of , 2007.

Signed on behalf of the Company:
CHIP REIT NO. 1 Operations LP
Residence Inn by Marriott - Vancouver

Signed on behalf of the Union:
Canadian Auto Workers - Local 3000

Ram Atwal

Baljinder Jagpal, Committee Member

Douglas Lantz

Yolanda Perfecto, Committee Member

Herb Isherwood

Denise Kellahan, National Representative

APPENDIX "A"

<u>WAGE RATES</u>			
	August 1, 2007	August 1, 2008	August 1, 2009
ROOMS DEPT.			
Night Auditor	\$ 17.13	\$ 17.64	\$ 18.17
Night Audit Relief	\$ 17.13	\$ 17.64	\$ 18.17
Front Office Agent	\$ 16.93	\$ 17.44	\$ 17.96
Guest Services Agent	\$ 16.93	\$ 17.44	\$ 17.96
Reservations Agent	\$ 16.56	\$ 17.06	\$ 17.57
Bellperson	\$ 12.57	\$ 12.95	\$ 13.34
Switchboard Operator	\$ 16.56	\$ 17.06	\$ 17.57
MAINTENANCE DEPT.			
Maintenance Worker 1 (with ticket)	\$ 19.20	\$ 19.78	\$ 20.37
Maintenance Worker 2*	\$ 16.85	\$ 17.36	\$ 17.88
Maintenance Worker 3	\$ 16.13	\$ 16.61	\$ 17.11
HOUSEKEEPING DEPT.			
Room Attendant	\$ 16.37	\$ 16.86	\$ 17.37
Houseperson	\$ 16.37	\$ 16.86	\$ 17.37
KITCHEN DEPT.			
Cook 1	\$ 18.00	\$ 18.54	\$ 19.10
Cook 2	\$ 16.74	\$ 17.24	\$ 17.76
Kitchen Helper	\$ 15.43	\$ 15.89	\$ 16.37
MI BAR&GRILL/BANQUETS HEARTH ROOM DEPT.			
Server	\$ 12.42	\$ 12.79	\$ 13.17
Hearth Room Attendant	\$ 15.69	\$ 16.16	\$ 16.64
Host/Hostess	\$ 13.98	\$ 14.40	\$ 14.83

The parties agree that only employees who are on the payroll of the Employer as of the date of ratification of the Collective Agreement by both Parties shall be entitled to receive any retroactive wage payment arising from the August 1, **2007** wage increase.

LETTER OF UNDERSTANDING #1

BETWEEN:

CHIP REIT NO. 1 OPERATIONS LP
by its general partner Chip Management LTD
doing business as The Residence Inn by Marriott Vancouver

AND:

CANADIAN AUTO WORKERS, LOCAL 3000

RE: INVESTIGATORS AND MEDIATOR/ARBITRATORS

It is agreed that the persons acting as Investigators under Article 21.13 of the Collective Agreement, or as Mediator/Arbitrators under Article 21.15 of the Collective Agreement, shall be drawn from the following list:

R. Diebolt	J. Korbin
J. Hall	J. McEwan

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

Signed this day of , 2007.

Signed on behalf of the Company:
CHIP REIT NO. 1 Operations LP
Residence Inn by Marriott - Vancouver

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Canadian Auto Workers - Local 3000

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LETTER OF UNDERSTANDING #2

BETWEEN:

CHIP REIT NO. 1 OPERATIONS LP
by its general partner Chip Management LTD
doing business as The Residence Inn by Marriott Vancouver

AND:

CANADIAN AUTO WORKERS, LOCAL 3000

RE: REDUCING WORK SCHEDULE FROM 5 TO 4 DAYS PER WEEK

An employee may provide a written request, with a minimum of two weeks notice to the Employer to reduce his/her work week from five shifts to four shifts and the Employer shall endeavour to grant the request provided there is a junior qualified employee available to work the fifth shift at straight time.

Should the Employer require the employee for five days due to operational needs, the Employer agrees personal notice will be provided as soon as the need is identified and as a minimum pursuant to Article 8.12 of the Collective Agreement.

An employee may choose to return to the five shift scheduling with a minimum of four (4) weeks written notice to the Employer.

The Parties agree that Lucia Duarte will continue to be scheduled four (4) days as per the previous Letter of Understanding #2 unless Ms. Duarte requests to work five shifts as per paragraph four of the previous Letter of Understanding #2.

Signed this day of , 2007.

Signed on behalf of the Company:
CHIP REIT NO. 1 Operations LP
Residence Inn by Marriott - Vancouver

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LETTER OF UNDERSTANDING #3

BETWEEN:

CHIP REIT NO. 1 OPERATIONS LP
by its general partner Chip Management LTD
doing business as The Residence Inn by Marriott Vancouver

AND:

CANADIAN AUTO WORKERS, LOCAL 3000

RE: SENIORITY

The Parties acknowledge that the wording in Article 8.05(a) was revised during the negotiations for the 2001 – 2004 Collective Agreement to have hours of work assigned on the basis of accumulated hours of work as opposed to on the basis of seniority. In order to implement this revision, the seniority of the existing regular employees had to be converted to accumulated hours of work. Accordingly, the Parties have agreed to the following provisions:

- (a) For every year of continuous service from the regular employee's date of hire to the date of ratification of the 2001 – 2004 Collective Agreement, the employee will be credited with 2080 hours of accumulated hours of work.
- (b) For the remaining partial year of employment prior to the date of ratification of the 2001 – 2004 Collective Agreement, the employee will be credited with 40 hours of accumulated hours of work for each work week.

Signed this day of , 2007.

Signed on behalf of the Company:
CHIP REIT NO. 1 Operations LP
Residence Inn by Marriott - Vancouver

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LETTER OF UNDERSTANDING #4

BETWEEN:

CHIP REIT NO. 1 OPERATIONS LP
by its general partner Chip Management LTD
doing business as The Residence Inn by Marriott Vancouver

AND:

CANADIAN AUTO WORKERS, LOCAL 3000

RE: GRATUITIES

Gratuities directly received by bargaining unit members will be the sole property of the employee who receives the gratuity or tip. Further, the Employer agrees that every effort will be made to ensure that all gratuity due-backs will be paid out within **two (2) business days** of being earned.

The Employer agrees not to change the current formula for Banquet Gratuities for the life of the Collective Agreement.

Housekeeping gratuities will be the sole property of the Room Attendant.

Signed this day of , 2007.

Signed on behalf of the Company:
CHIP REIT NO. 1 Operations LP
Residence Inn by Marriott - Vancouver

Signed on behalf of the Union:
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