

# **COLLECTIVE AGREEMENT**

*between*

**HOTEL GRAND PACIFIC**

*and*

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW – CANADA), LOCAL 114**



**September 1, 2007 – August 31, 2010**

# HOTEL GRAND PACIFIC COLLECTIVE AGREEMENT

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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 22 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 September 1, 2007 and up to and including August 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 this Agreement there will be no lockout.

**2.04 Contracted Services**

The Employer may contract out work to other businesses or individuals under the following circumstances:

- (a) The Employer does not possess the necessary facility or equipment;
- (b) No employee is qualified to perform the required work;
- (c) The work is of a specific nature which cannot reasonably be completed in the required time frame;
- (d) Where it is necessary to do so for security or emergency purposes;
- (e) Where the contracting out was in effect prior to September 1, 2001.

**2.05 Extent**

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

**ARTICLE 3 - UNION RECOGNITION**

**3.01 Recognition of Exclusive Bargaining Agent**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the Parties.
- (b) For purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

### **3.02 Recognition of Legal Picket Lines**

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.

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**

The Parties agree that Management may continue to perform bargaining unit work in accordance with current practices, provided that:

- (a) Such performance of bargaining unit work does not cause a layoff or a reduction of hours of bargaining unit personnel, and
- (b) The Management personnel will not be used to replace absent bargaining unit employees, except in the case of an unexpected absence of a scheduled employee.

### **3.04 Human Rights**

#### **(a) Discrimination/Harassment Prohibited**

The Company and the Union agree that discrimination and/or harassment of any employee because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person is absolutely prohibited.

Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

#### **(b) Definition of Harassment**

The definition of harassment is behaviour which denies the employee their dignity and respect; or, is unwanted, unwelcome, unsolicited sexually oriented behaviour including:

- (i) Touching which is expressed to be inappropriate and unwanted
- (ii) Suggestive remarks or other verbal abuse with a sexual connotation
- (iii) Demands for sexual favours

(c) **Complaint Procedure**

Any complaint involving allegations of harassment may be reported in confidence directly to the Manager, the Company's Labour Relations Representative and/or the Union.

All complaints will be investigated promptly, thoroughly and in a manner that protects the privacy interest of all involved – the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures.

The individual accused of harassment has the right to know and respond to all allegations.

The Company will take actions it considers appropriate to resolve the complaint. Should the complainant decide appropriate action has not been taken, a grievance may be filed and admitted at Step 2 of the grievance procedure.

(d) **Right of Arbitrator**

An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have jurisdiction to:

- (i) dismiss the complaint or grievance;
- (ii) determine the appropriate redress regarding the complaint or grievance

(e) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.

(f) **Transfer of Harasser**

Where the harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

(g) **Redress through External Legal Avenues**

Nothing in this Article shall be considered to negate the entitlement of an employee to seek redress through external legal avenues.

(h) **Human Rights and Harassment Training**

The Company will ensure that paid harassment and discrimination training will be scheduled for all employees in the hotel within twelve (12) months of ratification. The Company will ensure that all new employees shall receive paid harassment and discrimination training during orientation.

The Union will be consulted in developing the materials to be presented during these training sessions and the Employer will include any reasonable proposals from the Union in the material. Representatives from the Union will be permitted to attend all of these sessions and participate in the discussion at no cost to the Company.

Refresher courses on harassment and discrimination will be scheduled as necessary.

**3.05 Union House or Union Bar**

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

**3.06 Union Investigation of the Standing of Employees' Conditions**

(a) An authorized representative of the Union shall be permitted reasonable access to the workplace, provided that such access has been approved through the Human Resources Department, does not disrupt the employees' scheduled duties, and occurs during standard business hours, unless an alternative time has been agreed to. Such access shall not be unreasonably denied or abused.

(b) The Company agrees to provide the Union with a Bulletin Board upon which an authorized representative of the Union may post bulletins pertaining to Union business, election of officers, social and recreational events.

**3.07 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.

**3.08 Paid Bargaining Time**

The Employer shall make whole and cover the lost wages and benefit costs for fifty percent (50%) of the cost of three (3) Bargaining Committee members for the time

spent in collective bargaining meetings including mediation. These employees shall suffer no loss of seniority or any other benefit for their participation in collective bargaining.

### **3.09 Printing of Collective Agreements**

Each employee will be provided with a booklet-sized copy of the collective agreement which will be printed in a Union printing shop at Employer expense to a maximum of seven hundred and fifty dollars (\$750). The Employer and the Union will work together to get several quotes from Unionized suppliers to ensure that the booklets are printed at the lowest cost.

Sufficient copies will be printed so as to supply all current employees and cover anticipated employee turnover. Extra copies will also be printed for the Union and Management as necessary for the ongoing collective agreement administration.

### **3.10 Paid Education Leave**

Effective September 1, 2007, and on September 1 of each year thereafter, the Employer shall pay fifteen hundred dollars (\$1500.00) to the CAW Paid Education Leave Fund, for the purpose of providing paid education leave. Such leave will be for upgrading the employees' skills in all aspects of trade Union functions.

The Employer agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE 4 - UNION SECURITY**

### **4.01 Membership**

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

### **4.02 New Employees**

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

### **4.03 Check-Off: Assignment of Wages**

- (a) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.

- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, Union dues, assessments and arrears, as required by Article 4.04.

#### **4.04 Check-Off: Process and Procedures**

- (a) The Employer agrees to deduct initiation fees, Union dues, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month following the month in which the dues were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, Union dues, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it as per Article 4.04 (c).
- (g) The Employer agrees to include Union dues on each employee's T-4 slip.
- (h) In the event that the Union alleges any violation by the Employer of this article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

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

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

- (a) is not a member of the Union;
- (b) has not signed a written assignment of wages to pay initiation fees;
- (c) has revoked their written assignment of wages to pay initiation fees, Union dues or Union assessments;

the Employer shall immediately discontinue the employment of such employee.

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

### **ARTICLE 5 - UNION STEWARDS**

#### **5.01 Shop Stewards**

- (a) The Union shall elect from among the employees, and the Employer shall recognize, Shop Stewards in each of the Employer's Departments. 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 fulfilment of their responsibilities as an employee. Stewards and other Union officials will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be unreasonably withheld.
- (d) The Union Steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Stewards during their regular working hours in reporting and resolving grievances, as per (c) above, or in attending meetings specifically provided for herein, shall be considered to be time worked.

- (f) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- (h) The Parties agree that there should be one Shop Steward in each Department. The absence of such representation shall not result in an undue delay of the proceedings or any added cost to the Employer.

#### **5.02 Management and Union Stewards Meeting**

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Stewards on a monthly basis, to review problems that may arise concerning the application and operation of the collective agreement. It is agreed that the Union staff representative may attend these meetings from time to time.
- (b) A maximum of three (3) Shop Stewards will be permitted to attend such meetings and they will be paid for the time spent in such meetings at straight time rates. The time and location of such meetings will be mutually agreed between the Parties.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings. The Union Stewards and the Employer shall agree on the minutes within two (2) weeks of each meeting.
- (d) Where the Parties mutually agree that 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 Company to operate and manage its business in all respects.

#### **6.02**

Without limiting the generality of 6.01, it is agreed that the Company has the following rights:

- (a) The hiring, direction of, assignment of work to the employees;

- (b) The right to promote, demote, transfer and layoff employees;
- (c) The right to suspend, discipline and discharge employees for just and reasonable cause;
- (d) The evaluation of job performance;
- (e) The making, publication and enforcement of reasonable rules for the promotion of safety, efficiency and discipline, and for the protection of employees, customers, records, equipment, inventory and operations;
- (f) The establishment of new classification;
- (g) Scheduling of daily and weekly hours of work subject to this Agreement.

### 6.03

The Company agrees that such rights as herein provided will be exercised in a manner consistent with the terms of this Agreement. Any exercising of these rights in conflict with a provision of this Agreement shall be subject to the grievance procedure.

## **ARTICLE 7 - PROBATIONARY PERIOD**

### 7.01

- (a) New employees will be on probation for the first four (4) calendar months of employment or four hundred and eighty hours (480) hours from the date of hire, whichever comes first.
- (b) Where a written performance evaluation indicates doubt as to the probationary employee's suitability for status as a regular employee, the Employer may extend the probation period for up to one hundred and twenty (120) hours of work or one (1) calendar month, whichever occurs first.
- (c) In instances where an employee is on bona fide sick leave or Workers' Compensation during the probationary period, probation shall be suspended until the employee returns to work.

## **ARTICLE 8 - EMPLOYEE TRAINING PROGRAMMES**

### 8.01

The Employer agrees to notify the Union of any training programme which the Employer may undertake with persons who are not employed by the Employer prior

to the programme (for example, a student practicum training programme). The Employer agrees further that any training of a person not employed by the Employer shall not result in the reduction of hours of any employee.

## **8.02 Training Program**

- (a) The Company will canvass employees for interest in becoming a Trainer. Employees chosen to work as a Trainer will be selected on the basis of skills, ability, and qualifications. In the event that two or more applicants have the necessary skills, ability, and qualifications, the applicant with the greater length of continuous service with the Employer shall be selected for the position.
- (b) Employees who work as a Trainer will be paid a premium of one dollar (\$1.00) per hour for all hours spent in approved training or preparing to train.

## **8.03 Apprenticeship Program**

- (a) Employees interested in applying to join the Apprenticeship Program must apply for and be awarded a job posting as a Third Cook or hold this position already. If the event that one or more Third Cooks apply for an Apprenticeship position, the applicant with the greater classification seniority and written commitment to complete the full measure of the Apprenticeship program shall be selected for the position. An Apprenticeship agreement will be signed between the employee and the hotel outlining the requirements of the program.

When the Company decides to open up apprenticeship positions, the Company will canvass current employees in the Kitchen Department and then in the rest of the hotel for interest in applying for a Third Cook position in order to become eligible to apply for entry into the apprenticeship program. If there are no qualified internal applicants selected pursuant to the provisions of article 11.01 (c), the Company shall then fill the position externally.

- (b) The Apprenticeship program will include rotating shifts and work areas for apprentices in line with the seniority and scheduling provisions of the collective agreement.
- (c) The Company will also reimburse fifty percent (50%) of the necessary cost of any course fees and textbooks upon registration and the balance of the costs upon successful completion of the course. In the event that the Apprentice leaves employment with the Company within one (1) year of successful completion of the course, then the Apprentice will fully reimburse the Company for all costs of course fees and text books and will sign a form authorizing the deduction on these conditions at the time of application for funds. The Company will maintain the full payment for the benefit premiums and remit RRSP contributions for apprentices while they are attending any courses related to the apprenticeship.

- (d) If there is doubt as to the ability of an Apprentice to continue in the program, a meeting will be convened between the Company, the Union and the Apprentice to discuss the situation prior to cancellation of the apprenticeship agreement based on a test of suitability.
- (e) Upon successful completion of the Apprenticeship program, the employee will remain classified as a Third Cook and will be considered to have the skills, ability and qualifications for a Second Cook position if one becomes available or if there is an existing position posted. Should no position exist, then the employee shall maintain the rate applicable to the classification of Third Cook until such time as the employee becomes the successful applicant to a posting for such a higher-rated classification.
- (f) Apprentices will not be used to displace or replace other positions.

## **ARTICLE 9 - HOURS OF WORK**

### **9.01 Normal Straight Time Hours of Work**

- (a) The normal straight time hours of work assigned by the Employer shall exclude one half hour unpaid lunch period, and shall conform with the following guidelines:
  - (i) not more than eight (8) hours in any one (1) day;
  - (ii) not more than five (5) working days in any seven (7) day work week;
  - (iii) not more than forty (40) hours in any five (5) working day period.
- (b) Employees will not have their normal length of shift and/or hours of work reduced to accommodate changes involved in switching to, and from, daylight savings time and they shall be paid in accordance with the actual number of hours worked.
- (c) Employees who work in excess of the above shall be paid as follows:

8 - 11 hours/day	1.5x
11 +	2.0x
40 - 44 hours/week	1.5x
44 + hours/week	2.0x
- (c) Notwithstanding the provisions of Articles 9.01 and 9.07, the Parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement. 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 shifts shall be offered in order of seniority in the classification where the work is available.

## **9.02 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 with in a twelve (12) hour period.
- (b) Employees working a split shift shall receive a premium of one (1) hours' pay at straight time rates.

## **9.03 Shift Hours**

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

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of five (5), six (6), seven (7) or eight (8) hours may be assigned, subject to the provisions of 9.05.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

## **9.04 Maximizing the Length of Shifts**

- (a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of seven (7), six (6), five (5) or four (4) hours.
- (b) The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts.

## **9.05 Assignment of Shifts by Seniority**

- (a) Within Departments and classifications, the Employer must offer and assign the longest shifts to employees with the most seniority. If a more senior employee declines a longer shift in favour of an available shorter shift, then the longer shift shall be again offered on a seniority basis.

The Employer must offer and assign all available forty (40) hour shifts to the employees with the most seniority before implementing shifts of lesser hours.

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 filed as a result of an authorized and agreed to shift exchange.
- (c) Employees must request days off at least forty-eight (48) hours prior to the posting of the schedule and such requests will not be unreasonably denied. One employee's request may not adversely affect another employee's work schedule. The granting of such requests may result in less than a full work week.
- (d) Overtime shifts shall be offered in seniority order from among those employees who have signed the monthly Departmental overtime list. The Employer will continue to try and ensure that overtime is filled on a voluntary basis. If it becomes necessary to schedule an overtime shift and all employees on the overtime list have declined the shift, the junior employee in the classification shall work the overtime if required, subject to the notice requirements set out in article 9.12.

#### **9.06 Days Off**

Days off in each seven (7) consecutive days subject to 10.01 (a) will be as follows:

- (a) All service employees shall receive two (2) consecutive days off in each seven (7) days, as far as possible.
- (b) The Employer shall not schedule an employee for more than seven (7) consecutive days, unless requested in writing by the employee. If an employee works more than seven (7) consecutive days without having a written request on their file prior to commencing the eighth (8<sup>th</sup>) shift, applicable overtime rates shall apply.

#### **9.07 Time Worked on Sixth and Seventh Consecutive Days**

Time worked on an employee's sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) shift in a seven (7) day work week shall be paid at overtime rates as per Article 9.01 (b).

#### **9.08 Payment for Time in Lieu of Breaks**

With Management's prior approval, employees who cannot get a meal break 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 and one-half (7 ½) hours worked - eight (8) hours pay; eight (8) hours worked - eight and one-half (8 ½) hours pay.

Where an employee is required to remain on the hotel property during their meal break, the employee shall be paid for their meal break at straight time.

Employees who are required to work during their break will be given equivalent time off later in the shift. Where such time off cannot be scheduled during the shift, the meal break shall be paid at straight time rates.

Employees who work on shifts which commence after 10:00 p.m. shall receive a thirty (30) minute paid meal break in addition to their paid rest periods.

### **9.09 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) Each rest period shall begin from the time the employee reaches the staff lunchroom from their normal workstation. Employees shall be permitted reasonable time from the completion of their rest period to travel back to their work station. Travel time shall not be considered to be part of the rest period.

### **9.10 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.

### **9.11 Work Schedules**

- (a) A weekly work schedule shall be posted no later than 3:00 p.m. Thursday of the week prior to the week that is scheduled in a conspicuous place for the information of all scheduled employees. The weekly work schedule shall contain the following information for each scheduled employee:
  - employee's name
  - classification
  - days off
  - starting and finishing times

- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (d) The Employer will make accessible to the Departmental Shop Steward a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated. A copy of the posted schedule, with any changes, shall be provided to the Shop Steward if requested.

### **9.12 Changes in Work Schedules**

- (a) Once the weekly work schedule is posted, it is the Employer's responsibility to notify employees directly of any change in the weekly work schedule.
- (b) In situations other than emergencies, employees are entitled to forty-eight (48) hours notice of any change in their respective schedules.
- (c) 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 scheduled employees, the Employer may give notice of less than forty-eight (48) hours when changing work schedules but not less than twenty-four (24) hours.

In the event that the change in schedule results in a cancellation or reduction in hours of a shift, the Employer agrees that the junior employee in the particular classification will have their shift cancelled or have their hours reduced.

- (d) 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.
- (e) 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 will not exceed forty (40) regular hours of work in the week, and who, is reasonably available to perform the shift(s) pursuant to the notice requirements. In situations

other than an emergency, the Employer shall give forty-eight (48) hours' notice, but not less than twenty-four (24) hours notice.

- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 18.04 will receive notice required in Article 9.12 (b).
- (g) Employees may be offered shifts outside of their classification if there is a shortage of classified employees available to perform the work at straight and overtime rates. Such shifts outside the classification will be offered pursuant to the seniority provisions of the collective agreement based upon skills, ability and qualifications first by Department and then by date of hire. Acceptance of shifts outside of the normal classification shall be on a voluntary basis.

## **ARTICLE 10 - SENIORITY**

### **10.01 Seniority Entitlement Defined**

(a) **Seniority**

Seniority is defined as the number of hours worked by an employee from their original date of hire, which will include service at the Quality Inn as per the employee's recorded date of hire.

(b) **Classification Seniority**

Classification seniority is defined as the total number of hours worked by an employee from their date of hire in a classification, within a particular Department.

(c) **Department**

For the purposes of this Agreement, the term "Department" shall be understood to mean those Departments identified within this Agreement.

(d) **Seniority and Layoff and Recall**

Seniority shall be used to determine the order of layoff and recall within a classification within a particular Department, in accordance with the terms of Article 11.03.

(e) **Seniority Lists**

Seniority lists will be updated every six (6) months.

(f) **Seniority List and Date of Hire**

The Employer will post a seniority list showing each employee's date of hire and hours of work in their classification in accordance with (a) above

within thirty (30) days of ratification. Any objections to the list must be registered within thirty (30) days of posting.

(g) **Seniority and Annual Vacation Entitlement**

Annual vacation entitlement will be determined by the employee's total years of service with the Hotel in accordance with (a) above.

(h) **Seniority Hours**

Seniority hours shall include the following:

- (i) time lost as a result of illness or injury;
- (ii) authorized LOA up to three (3) months/year;
- (iii) maternity and parental leave;
- (iv) all Company paid time off;
- (v) Union leave;
- (vi) jury and witness duty;
- (vii) bereavement leave in accordance with Article 17.04.

(i) Hours worked in a different classification as a result of a temporary posting shall accrue to the seniority of the employee.

(j) Extra temporary work outside the classification shall be offered in seniority first within the Department and then within the hotel, provided such senior person possesses the necessary skills, ability and qualifications to perform the full measure of the work required with a reasonable orientation period. This shall not affect the operation of Article 11.

(k) An employee who is appointed to a position which is excluded from the bargaining unit shall have up to ninety (90) days to return to the bargaining unit without loss of seniority.

(l) **Duty to Accommodate**

The Employer recognizes that there may be circumstances where it is appropriate to give preference to employees who cannot perform their own duties or be adequately accommodated in their own classification due to health reasons. In such cases and upon mutual agreement between the Company, the Union and the employee, such employees may be placed in a vacant position or move to another classification in line with their overall date of hire, providing they can successfully demonstrate their ability to perform the work satisfactorily within a brief period of familiarization and normal training.

**10.02 Eligibility for Seniority Entitlement**

A probationary employee does not have seniority during the probation period, but upon successful completion of the probationary period, the employee is then credited with seniority to date of hire.

### **10.03 Seniority Lists**

- (a) The Employer agrees to post Departmental seniority lists on or before March 31st in each calendar year and updated every six (6) months.

The Seniority List shall contain the following information:

1. employees name;
  2. date of hire;
  3. employees Department;
- (b) The Seniority List shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted Seniority List must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the Seniority Lists shall be given to the Shop Chairperson and one copy to the Union Staff Representative.
- (d) New employees will be added to the list at the time they attain seniority.
- (e) At the time of posting the Seniority List, the Employer will provide the Union with a list of all employees which will include their addresses and telephone numbers.

### **10.04 Seniority Lost**

Seniority will be lost and the employee's name will be removed from the seniority list when an employee:

- (a) voluntarily terminates their employment;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff more than nine (9) consecutive months or until the completion of hotel renovations, whichever is longer;
- (d) does not return to work on the date specified following an approved leave of absence.

### **10.05 Temporary Positions**

- (a) The Employer may establish temporary positions with a duration not to exceed five (5) calendar months. Wherever possible, the Employer will

maximize the length of the posting in order to minimize the number of temporary employees.

- (b) Temporary vacancies shall be posted in accordance with Article 11.01 (a).
- (c) If a regular employee is appointed to the temporary vacancy, the regular employee shall receive the full job rate for the position and shall return to his/her former classification at the end of the temporary vacancy.
- (d) If the temporary position is filled by a new employee, the employee shall be considered to be a probationary employee for the duration of the temporary position. The employee shall be considered to be laid off at the end of the temporary posting and shall not have recall rights.
- (e) If the temporary vacancy is extended beyond five (5) calendar months, within the time period specified in (f) below, it shall be considered to be a regular position and the employee shall be covered by all of the terms of the collective agreement which apply to regular employees, including layoff and recall rights. In this case, all hours worked in the position will be credited back to the date of hire.
- (f) Temporary positions shall not begin before April 1, and shall not extend beyond September 30 of any year.
- (g) The Employer will identify temporary employees on the seniority list.
- (h) Nothing precludes a temporary employee from applying for other vacancies.

## **ARTICLE 11 - JOB POSTING, TRANSFERS, LAYOFF AND RECALL**

### **11.01 Job Posting**

- (a) All openings – permanent or temporary – in classifications which are known in advance of the date they are required will be posted on the job posting board for a period of five (5) days in order that employees currently on payroll may have the opportunity to apply to fill the opening. An employee who is absent from work due to a layoff, or any vacation or other leave, or who regularly works less than five (5) shifts per week, may submit a written request to be considered for a particular job posting or postings which may occur during their absence.
- (b) Qualified employees who have indicated in writing their interest in applying for another job shall be given consideration prior to the hiring of a new employee.
- (c) Vacant positions which are posted pursuant in paragraph (a) above will be filled on the basis of skills, ability and qualifications. In the event that

two or more applicants have the necessary qualifications, skills and ability, the applicant with the greater length of continuous service with the Employer shall be selected for the position.

#### **11.02 Promotion and Transfer Trial Period**

- (a) Any employee who is selected to fill a posted job vacancy or transfer appointment by the Employer, shall be on a trial period for up to sixty (60) days. During this trial period, the employee must demonstrate that they can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should he/she 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, to move back into their job positions and wage rates, which they occupied prior to the posting.

#### **11.03 Layoff and Recall Procedure**

- (a) When layoff occurs within a Department, the employee with the least seniority within the particular classification shall be the first laid off.
- (b) Regular employees who are affected by a lay-off which is anticipated to be in excess of thirty (30) calendar days may use their date of hire to displace a less senior employee in any classification within their Department, provided the employee is able to perform the work as a result of having previously performed work in that position for thirty (30) shifts or more.
- (c) An employee who bumps to a classification within their Department shall have classification seniority in their new classification according to their length of service in the Department and shall, if a layoff occurs, be laid off accordingly and shall be recalled in inverse order to that in which they were laid off.
- (d) In the event of a layoff, the order of layoff within the affected classification and Department shall be as follows:  
  
Probationary employees, then employees with the least seniority within the Classification.
- (e) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.
- (f) 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 their recall rights.

- (g) 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, from the time of such notification, shall be considered to have resigned without notice.

## **ARTICLE 12 - ADMINISTRATION**

### **12.01 Wage Rates**

The wage rates provided in the attached applicable appendix shall cover the classifications and shall remain in effect throughout the specified or extended term of this Agreement.

### **12.02 Combined Classifications**

Where an employee occupies a position which combines two (2) or more classifications of work (except as otherwise provided) they shall be paid at the rate of the highest classification provided they work in such higher classification for four (4) or more hours during any particular shift. If the employee works at the higher classification for less than four (4) hours they shall then be paid the higher rates for the actual amount of time, accordingly.

### **12.03 New Classifications**

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

### **12.04 Payment of Wages Upon Termination, Layoff or Resignation**

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

### **12.05 Election Days**

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

### **ARTICLE 13 - STATUTORY HOLIDAYS**

#### **13.01 Statutory Holidays**

The following shall be considered statutory holidays:

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

Exact dates for statutory holidays will be as defined in Appendix "B" of this agreement.

#### **13.02 Statutory Holiday Falling on Day Off**

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

#### **13.03 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, exclusive of overtime, for the hours they have worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by the number of days worked 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 1/2) times their normal wage rate for any hours so worked up to eight (8) and double time (2x) for all hours worked thereafter, on all statutory holidays in addition to the payment provided for in (a) above.
- (d) Employees may elect to bank statutory holidays to a maximum of forty-two (42) hours at any one time. If employees exceed forty-two (42) hours in their statutory holiday bank, the excess above forty-two (42) hours may be paid out unless there are reasonable extenuating circumstances

explaining the accumulation. Banked statutory holidays shall be taken at a mutually agreed time which shall be no later than nine (9) months following the date of the statutory holiday.

- (e) The Employer will use its best efforts based on bona-fide operational requirements to ensure that a reasonable number of employees are allowed to take a banked statutory holiday at any one time. If there are problems relating to continuous denials of banked statutory holiday time off in a Department, the Employer will advise the Union and a meeting will be convened to discuss the problem to canvass possible solutions. The Union may also request a meeting to discuss problems with employees getting banked statutory holidays approved.

Requests to take a banked statutory holiday will be made in writing and shall be granted within fourteen (14) calendar days of the request on a first-come, first-served basis. If the employee does not receive a written response to their application within fourteen (14) calendar days, the request for time off with pay will be deemed to have been approved and cannot be changed except by mutual agreement.

The employee must have written confirmation that their Department Manager has received their request to take a banked statutory holiday off and the Department Manager will give employees a copy of the necessary form with their signature on it for record-keeping at the time of the request. Extensions to this time period for approval may be mutually agreed in writing between the Employer and the Union and requests for extensions shall not be unreasonably denied.

#### **13.04 Eligibility for Statutory Holiday Pay**

- (a) To be eligible to receive pay for a statutory holiday, employees must have been employed for thirty (30) calendar days or more, and, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The Employer is entitled to require a doctor's certificate as proof of such sickness or accident, and any abuse of this provision by an employee may be cause for discipline. The application of this clause shall not result in payment of the statutory holiday from more than one source.
- (c) If an employee is eligible for statutory holiday pay in accordance with (a) and (b) above, then the amount paid shall be in accordance with the formula contained in Article 13.03 (b).

#### **13.05 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.

**13.06 Statutory Holiday During Employee's Vacation**

- (a) Should any statutory holiday occur during an employee's vacation period, the formula in Article 13.03 (b) shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period.
- (b) Should a statutory holiday fall during the first week immediately following the end of an employee's vacation the formula in Article 13.03 (b) will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.
- (c) Should a statutory holiday fall during the second week immediately following the end of an employee's vacation the formula in Article 13.03 (b) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

**ARTICLE 14 - ANNUAL VACATION**

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

Employees with less than one (1) year of completed service, will receive annual vacation pay in accordance with the provisions of applicable legislation.

**14.02 Annual Vacations and Pay Entitlements**

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

<b>Completed Years of Service</b>	<b>Annual Vacation Time</b>	<b>Vacation Pay</b>
0 - 4 years	2 weeks	4%
5 - 10 years	3 weeks	6%
11 or more years	4 weeks	8%
20 or more years	5 weeks	10%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service.

- (c) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.
- (d) "Gross earnings" shall include all earnings from the payment of straight time and overtime.

#### **14.03 Vacation Scheduling Preference by Seniority**

- (a) Employees shall have preference in respect to annual vacations, within their Department and classification, according to the date of hire, provided they file applications before January 31<sup>st</sup> of each year for vacations to be taken during that year. The Employer agrees to post the approved vacation schedule no later than March 1 in each calendar year.
- (b) Employees who apply for vacation after March 1 shall have their vacation request approved within fourteen (14) calendar days of application. If the employee does not receive a written response to their application within fourteen (14) calendar days, their request for a vacation will be deemed to have been approved and cannot be changed except by mutual agreement.

The employee must have written confirmation that their Department Manager has received their request to take a vacation and the Department Manager will give employees a copy of the necessary form with their signature on it for record-keeping at the time of the request. Extensions to this time period for approval may be mutually agreed in writing between the Employer and the Union and requests for extensions shall not be unreasonably denied.

- (c) The Employer will use its best efforts based on bona-fide operational requirements to ensure that a reasonable number of employees are allowed to take a vacation at any one time. If there are problems relating to continuous denials of vacation time off in a Department, the Employer will advise the Union and a meeting will be convened to discuss the problem to canvass possible solutions. The Union may also request a meeting to discuss problems with employees getting vacation approved.

#### **14.04 Vacations to be Taken by December 31<sup>st</sup>**

- (a) All vacation time must be scheduled at a time to be mutually agreed upon by the Employer and the employee on or before the thirty-first (31st) day of December in each and every year. Unbooked vacation will then be taken by the end of February of the following year.
- (b) Employees may request that their vacations be banked to be taken during the following calendar year. Such requests shall not be unreasonably denied.

## **ARTICLE 15 - HEALTH AND WELFARE/BENEFITS**

### **15.01 Premiums**

The Employer will pay all premiums for the following benefit plans for eligible employees who qualify under the terms of the respective plans including one hundred percent (100%) of MSP premiums. MSP coverage only may be waived in writing by the employee.

The Employer will continue to pay MSP and Health & Welfare premiums for up to twelve (12) calendar months for employees absent on WCB, medical leave, jury and witness duty, maternity/parental/adoption leave, compassionate care leave and family responsibility leave with the exception of personal leaves.

### **15.02 Eligibility**

#### **(a) Regular Employees**

Regular employees shall be eligible for coverage under Article 15 - Health and Welfare, as follows:

- (i) Full benefit coverage under Article 15 will commence as soon as the employee has completed probation and has worked three hundred and sixty (360) hours in any three (3) consecutive month period.
- (ii) Where the employee has qualified for benefit coverage under subsection (a), and subsequently fails to maintain three hundred and sixty (360) hours worked in any three (3) month period, the employee shall be notified by the Company prior to termination of coverage and shall then have the option to continue coverage by paying one hundred percent (100%) of the premiums until they re-qualify for full coverage.

#### **(b) Temporary Employees**

A temporary employee who works in excess of five (5) months and becomes a regular employee under Article 10.05 (e) shall be considered as having completed the probationary period at the end of the aforementioned five (5) months. Benefit coverage under Article 15 shall be applied as per (i) and (ii) above.

### **15.03 Qualifications for Benefits**

- (a) The benefit carrier will determine whether an eligible employee qualifies for the benefits under the terms of the Plans. Any questions regarding an employee's qualification for benefits under the terms of the Plans shall be determined by the carrier in accordance with the terms of the Plan and will not be arbitrable, except in the case where the denial is a result of the Employer failing to pay the required

premiums to maintain the plan as negotiated or supply the necessary paperwork to the employee in a timely fashion.

The benefits will be provided in accordance with the formal plan documents, or policies, and any issues with respect to entitlement or payment of benefits under any of the health and welfare programs will be governed by the terms of such documents, or policies, establishing the benefit in issue. The Employer's liability is solely limited to arranging for the plans and paying its share of the applicable premiums. The Employer is not liable for any failure or refusal of coverage by a third party for any reason.

- (b) The benefits set out in this article, and the eligibility for such benefits, shall not be changed or modified during the life of this Agreement unless the same are beyond the control of the Employer, except by negotiation and the mutual agreement between the Union and the Employer. In the event the Company decides to change benefit carriers, the Company will (1) notify the Union ninety (90) calendar days prior to the change; and (2) agree that any change in carriers will not reduce the current level of benefits, eligibility requirements or benefit limitations.

#### **15.04 Benefit Plan**

A copy of the full health benefit plan and any related contracts will be provided to the Union upon request. The Plan documents in effect at the date of the ratification of the current Collective Agreement shall be signed by both Parties to attest to their authenticity.

A summary of the benefit plan in effect as of the date of ratification is set out below:

- Life Insurance
- AD&D
- Extended Health
- Dental
- Vision Care
- MSP
- Weekly Indemnity
- EFAP plan

In accordance with present coverage as identified in the applicable Plan Booklet, benefits other than MSP are not optional.

### **ARTICLE 16 – GROUP RRSP PLAN**

#### **16.01 RRSP Contributions**

- (a) An employee may contribute any amount up to the Revenue Canada limitations to the group RRSP Plan after completing one (1) year of employment.

The Company shall contribute a matching amount to the employee's contribution as per the following:

**Effective Sept. 1,  
2007**

Up to **1.25%** of gross earnings in each pay period.

**Effective Sept. 1,  
2008**

Up to **1.25%** of gross earnings in each pay period.

**Effective Sept. 1,  
2009**

Up to **1.5%** of gross earnings in each pay period.

- (b) All contributions shall be restricted until the employee retires or leaves the Company.
- (c) There shall be two dates to change contribution amounts: May 1 and October 1 of each year.
- (d) The Employer will deposit money deducted from an employee's pay cheque and its share of the remittance into the employee's RRSP account each pay period.

#### **ARTICLE 17 - LEAVES OF ABSENCE**

##### **17.01 Leave of Absence: Employee Elected to Union Office**

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office with no loss of seniority for the time spent on such leave.
- (b) A request for such an approved leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by the Secretary of the Union.
- (c) An employee who obtains such a leave of absence shall provide the Employer with thirty (30) days notice prior to their return to work.

The Employer shall not be responsible for any vacation accrued while the employee was on leave of absence. Any vacation entitlement which the employee may have prior to the commencement of the leave will either be scheduled or paid out prior to the commencement of leave.

- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

##### **17.02 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 employees who are elected as a delegate to attend Union conventions or as a member of a Negotiating

Committee. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.

- (b) The Employer, upon receipt of written notice from the Union, may grant up to five (5) working days leave of absence without pay for up to one (1) employee per Department at any one time, to attend bona fide Shop Steward education programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves. Such leaves shall not be unreasonably denied.
- (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 fourteen (14) days prior to the commencement of such leaves.

### **17.03 Court Attendance**

Any employee covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal respecting the hotel in which they are employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay. Days served in proceedings shall be considered time worked.

### **17.04 Bereavement Leave**

- (a) An employee is entitled to be removed for up to three (3) days from the work schedule at the time of the death of a member of his/her immediate family. Such entitlement shall not result in any loss of wages to the employee.
- (b) "Immediate family" shall be understood to include the employee's parents or step parents, siblings, children (including step children) spouse (including same sex or common law), step siblings, father-in-law or mother-in-law, son-in-law or daughter-in-law, grandparents, grandchildren, or any person who lived with the employee in a permanent manner at the time of his/her death.
- (c) In the event of the death of a person who was close to the employee who does not fall under the definition of "immediate family" and given that the employee made the request a minimum of three (3) days in advance, the time off to attend a funeral may be granted to the employee, with no loss of wages for that time.
- (d) The Department Manager may request a copy of the death certificate or obituary at the time the need for bereavement leave is made by the employee.
- (e) A request by an employee to his/her Department Manager for additional time off to augment bereavement leave will be considered as

“compassionate leave”. The approval of additional time off is dependent on the needs of the operation and is granted on the basis that it is unpaid time. Requests for additional time off or time off to attend the funerals of close family friends shall not be unreasonably denied.

#### **17.05 Jury and Witness Duty**

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for up to six (6) months for this purpose and provided that the employee concerned deposits with the Employer any pay received, an employee shall continue to receive their full wages for such period of time. To be eligible for this clause the employee must have attained seniority with the Hotel. Employees will not be scheduled to work during jury duty.

#### **17.06 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) All 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.

#### **17.07 Maternity and Parental Leave**

- (a) The Employer agrees to provide maternity and parental leave for periods as per the *Employment Standards Act*.
- (b) An employee will endeavour to provide the Employer of his/her requirements as much in advance as possible, but no later than two (2) weeks prior to the leave and with two (2) weeks notice of return to work. Such notice shall be in writing.

#### **17.08 Compassionate Care Leave**

- (a) An employee who requests leave under this section is entitled to up to eight (8) weeks unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. Requests to extend this leave shall not be unreasonably denied.
- (b) A “family member” is defined as someone who is:
  - (i) in relation to an employee:
    - a member of an employee's immediate family;
    - an employee's aunt or uncle, niece or nephew, current or

- former foster parent, ward or guardian;
  - the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
- (ii) in relation to an employee's spouse:
- the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
- (iii) anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

#### **17.09 Family Responsibility Leave**

- (a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family. Requests for leaves of absence for periods exceeding five (5) days in total each year for this purpose shall not be unreasonably withheld.
- (b) An "immediate family member" is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the employee as a member of the employee's family.

### **ARTICLE 18 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS**

#### **18.01 Protected Working Conditions**

- (a) The Company agrees to continue its present practice with respect to the provision and cost of the following:
- (i) Discounted Athletic Club membership
  - (ii) Discounted soft drinks
  - (iii) Free coffee/tea/juice/filtered water
  - (iv) Smoking area subject to relevant statutory regulations
  - (v) Staff room with lockers, refrigerator and microwave
  - (vi) Ten percent (10%) discount – Courtyard

#### **18.02 Staff Meals**

The Company agrees to provide the following for staff meals:

(a) **Kitchen staff**

Free meals will be provided to all kitchen staff.

(b) **All Other Staff**

A staff meal in line with current practice will be provided with the purchase of one (1) ticket at a cost of three dollars and thirty cents (\$3.30) per meal.

**18.03 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 which results in overtime shall be paid the applicable rate for overtime incurred.

(c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.

**18.04 Employees Returning to Work After Illness or Injury**

(a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in their former position with a minimum of forty-eight (48) 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) In the event the Employer has a concern the employee is unable to perform the normal duties of his/her position prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically able to resume the performance of the duties.

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

**18.05 Personal Effects**

The Employer agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets.

**18.06 Employees Working at Night**

The Employer agrees that upon request employees shall be escorted by a supervisor or designate to the hotel underground parking. The Employer further agrees, upon request to assist with a buddy system involving employees whose shift is ending at a similar time and, whose transportation destination is off the hotel property.

**18.07 Cashing Out**

The Employer shall allow up to fifteen (15) minutes on the Employer's time to an employee who has the responsibility of "cashing out".

**18.08 Tips and Gratuities**

The Employer agrees that it has no authority over the cash tips received directly by the employee. The Employer agrees to honour the gratuity distribution as set out in the June 1, 2001 policy for the life of the Collective Agreement.

Any amendment to the gratuity distribution arrangement as it applies to employees in the bargaining unit during the life of the Collective Agreement will be decided by a majority of the employees affected, provided the change can be reasonably accommodated by the Employer's administrative system.

Bargaining unit employees shall have access to relevant information in order to verify gratuities and/or service charges. Gratuities will be paid out within three (3) weeks of being earned.

The Employer agrees that commissions, if any, will be paid out once per year during the month of December. The Employer will, at the same time, provide the Union with the total amount of commissions paid out to employees.

**ARTICLE 19 – HEALTH AND SAFETY**

**19.01 Health and Safety Committee**

- (a) A Health and Safety Committee shall be established which is comprised of a Union representative from each Department. At no time shall the number of Employer members be allowed to outnumber the amount of Union members.

The Committee shall meet at least once each month on paid time at applicable rates. The members of the Committee will establish the time, date, location, and agenda of these meetings.

The members of the Committee shall elect two Co-chairpersons (or a Chairperson and a secretary). Where one of the Chairpersons is an Employer member, the other shall be a Union member and vice-versa.

- (b) The Health & Safety 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 applicable government regulations.

The Company agrees to provide detailed written reasons for not implementing any recommendations requested by a Committee Co-Chair within twenty-one (21) days of receiving a recommendation.

Without limiting the generality of the foregoing, the Committee shall meet

- (i) To identify situations that may be unhealthy or unsafe for workers and advise on effective systems for responding to those situations;
  - (ii) To consider and expeditiously deal with complaints relating to the health and safety of workers;
  - (iii) To consult with workers and the Employer on issues related to occupational health and safety and occupational environment;
  - (iv) To make recommendations to the Employer and the workers for the improvement of the occupational health and safety and occupational environment of the workers;
  - (v) To make recommendations to the Employer on educational programs promoting the health and safety of workers and compliance with the Occupational Health and Safety Regulations (OHSR) and to monitor their effectiveness;
  - (vi) To advise the Employer on proposed changes to the workplace or the work process that may affect the health and safety of workers;
  - (vii) To ensure that accident investigations and regular inspections are carried out as required by the OHSR.
  - (viii) To participate in inspections, investigations and injury analysis as provide by OHSR.
  - (ix) To carry out any other duties and functions prescribed by OHSR.
- (c) A member of the Joint H&S Committee is entitled to time off work for the time required to attend meetings of the Committee and other time that is reasonably necessary to prepare for meetings of the Committee and to fulfill the other functions and duties of the Committee.

The necessary time spent by members of the Health and Safety Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

Union Committee members shall be entitled, upon request, to meet for at least fifteen (15) minutes of paid caucus time paid at applicable rates prior to meeting with Company representatives at each monthly Health & Safety Committee meeting.

- (d) Minutes will be kept of all matters discussed in the monthly Health & Safety Committee meetings to ensure an accurate record is kept of all proceedings. All documentation and reports brought before the Committee will be referenced in the minutes.
- (e) Minutes of Health and Safety Committee meetings, once approved, shall be signed by the Chairperson and Secretary, and shall be posted on the Health & Safety Bulletin Board and will be distributed to all H&S Committee members and Management staff. A copy of the minutes will also be sent to the Union staff representative upon posting.
- (f) Union staff and/or Union Health and Safety Advisors shall be permitted to attend Health and Safety Committee meetings at the request of any member of the Committee with voice but no vote.
- (g) Every injury which involved a worker going to a doctor or hospital must be investigated. A Union Committee member and an Employer Committee member shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident.

Accident investigation reports shall contain:

- (i) the place, date and time of the accident;
- (ii) the names and job titles of persons injured, if applicable;
- (iii) the names of witnesses;
- (iv) a brief description of the accident;
- (v) a statement of the sequence of events which preceded the accident;
- (vi) the identification of any unsafe condition, acts or procedures which contributed in any manner to the accident;
- (vii) recommended corrective actions to prevent similar occurrences;
- (viii) the names of the persons who investigated the accident.

## **19.02 Injured Worker Provisions**

- (a) Any employee who is injured at work and is required to consult a physician shall receive payment for the remainder of the shift at his or her regular rate of pay.

- (b) Such employee shall be provided with transportation to a doctor or hospital if required only on the date that the injury was incurred. The Employer shall bear the costs of any necessary transportation.

### **19.03 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. It is understood that the Employer may provide first aid coverage outside of the bargaining unit.

Should a bargaining unit person be designated to provide the first aid coverage, a premium shall apply for the duration of such appointment as follows:

Level 1	-	N/A
Level 2	-	\$.25/hour

### **19.04 Workers' Compensation Board**

In the event the Company protests an employee's claim for a Workers' Compensation claim, the Company agrees to immediately advise the Union Staff Representative in writing with an outline of the reasons for the protest together with copies of any correspondence sent to the Workers' Compensation Board regarding the protest.

### **19.05 Information for the Committee**

The Company shall provide the Committee with the Material Safety Data Sheets of all new substances and processes introduced in the operation at the time of implementation through internal mail. The Company will provide any other relevant information requested by the Committee as necessary to ensure it can perform its duties adequately.

### **19.06 Right to Refuse Unsafe Work**

- (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her Supervisor or Employer. There shall be no loss of pay, seniority or benefits during the period of refusal.
- (c) A Supervisor or Employer receiving a report made under subsection (b) must immediately investigate the matter and
  - (i) ensure that any unsafe condition is remedied without delay, or

- (ii) if in his or her opinion the report is not valid, must inform the person who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the Supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of in the following order:
  - (i) a worker member of the Health & Safety Committee,
  - (ii) a worker who is selected by the Union representing the worker, or
  - (iii) any other reasonable available worker selected by the worker.
- (e) The Company shall ensure that no other employee is asked or permitted to perform the work of the employee who refused, unless the second employee is advised of the reasons of the work refusal in presence of the Union Safety Committee member or her/his designate and the refusing employee.
- (f) If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the Supervisor, or the Employer, and the worker must immediately notify a Worksafe BC office to request that the office investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (g) No employee shall be discharged, penalized or disciplined for refusing to work on a job in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations.

#### **19.07 Proper Training and Education**

- (a) No employee shall be required to operate any piece of equipment or begin work unassisted in any classification until he/she has received proper training and instruction. Company training materials related to Health and Safety will be reviewed by the Health & Safety Committee and reasonable amendments to the material shall be made if requested.
- (b) The Company shall notify the Health & Safety Committee and all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.
- (c) The Company will cover the course fees, registration, expenses, and wages at applicable rates for each Health & Safety Committee member to attend one (1) day of Union recommended safety training each year.

**19.08 Duty to Accommodate**

The Company agrees to make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.

**19.09 National Day of Mourning**

Each year on April 28<sup>th</sup> at 11:00 a.m. work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job.

**19.10 Protective Equipment**

Employees whose work requires them to wear protective devices will be provided with the equipment where required. Where specialized protective clothing and/or other protective equipment is required by the Company and/or the Health & Safety Committee for a specific operation, the cost will be borne by the Company.

**19.11 Ergonomic Requirements**

- (a) The Company will identify factors in the workplace that may expose workers to a risk of musculoskeletal injury (MSI). When factors that may expose workers to a risk of MSI have been identified, the Employer will eliminate or, if that is not practicable, minimize the risk for MSI to workers.
- (b) A joint Ergonomic Sub-Committee using equal numbers from both sides of the H&S Committee will conduct and gather data for an ergonomic risk assessment. The Ergonomic sub-committee shall perform an ergonomic risk assessment of all job classifications in the hotel beginning with housekeeping within twelve (12) months of ratification.
- (c) The Health and Safety Committee and the Union Staff Representative will be provided with copies of the ergonomic data and the analysis and any other relevant documentation.
- (d) Ergonomic training sessions will be provided to all current employees and all new employees on paid time at applicable rates as part of the overall ongoing safety training. Refresher training will be scheduled as needed. The Union will be consulted and will provide input into the content put forward in these sessions.

**ARTICLE 20 - EMPLOYEE CONDUCT AND DRESS**

**20.01 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.

It is understood that any changes to the Appearance and Grooming policy agreed to between the parties in collective bargaining will continue for the life of the collective agreement and may not be changed without mutual consent.

**20.02 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.

**20.03 Special Uniforms**

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

**20.04 Uniforms**

Uniforms will be provided, maintained, and cleaned by the Employer at no charge to the employees. Employees who wash their own uniforms, specifically room attendants, will receive a reimbursement of one dollar (\$1.00) per shift. The number of uniforms normally provided to employees shall not be reduced unless by mutual agreement. All uniforms provided to all other employees will be supplied and cleaned by the Employer free of cost to the employee.

**ARTICLE 21 - DISCIPLINE AND DISCHARGE OF EMPLOYEES**

**21.01**

- (a) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
- (b) During the probation period specified in this Agreement, an employee may be discharged if they are determined by management to be unsuitable. The Company will provide the Union with written reasons for discharge.
- (c) 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.
- (d) Where no Shop Chairperson is recognized the Shop Steward will receive this information.

## **21.02 Disciplinary Notations**

Each disciplinary warning or suspension and any accompanying documents that have been placed on the file of an employee will be removed from his or her employment file and destroyed as soon as the employee has been employed for a further continuous period of twenty-four (24) calendar months without incurring an additional disciplinary penalty for a similar infraction.

## **21.03 Union Representation at Disciplinary Meetings**

Upon request of the employee, a Shop Steward and/or Union Representative shall have the right to accompany an employee to any meetings involving the imposition of discipline, provided such attendance does not result in an undue delay of the process. Attendance at such meetings shall be without loss of pay.

# **ARTICLE 22 - GRIEVANCE PROCEDURE**

## **22.01 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.

## **22.02 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. The employee or the Shop Steward for the Department in which the employee works may request that a meeting to discuss the grievance be scheduled with the Steward present at the employee's option. Where no Department Steward exists, the employee may choose to be accompanied by the Chief Shop Steward or Union Representative.

The request for such a meeting must be made within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it. The Employer will respond to the grievance at the informal step within ten (10) working days of such a meeting or the grievance will be advanced to the next step in the grievance procedure.

## **22.03 Step One**

- (a) At this step, notice of the grievance, in writing, must be filed with a person designated by the Employer within ten (10) working days after the completion of the Informal Step.
- (b) All grievances involving suspension or discharge may be filed at step one of the grievance procedure. Such grievances will be filed within ten (10)

working days after the date of the suspension or discharge or of the date on which the employee first has knowledge of it.

- (c) 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.
- (d) The Employer's representative must answer the grievance in writing within ten (10) days of the date in (a) above or the grievance will be advanced to the next step in the grievance procedure.

#### **22.04 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 Chief Shop Steward 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 ten (10) days of the date on which the written answer was delivered in Step One.
- (c) The Employer's representative must answer the grievance in writing within ten (10) days after a meeting has been held to discuss the grievance.

#### **22.05 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:

- (a) a single Arbitrator;
- (b) a Settlement Officer appointed under Section 87 of the *Labour Relations Code*.

#### **22.06 Union and Employer Policy or Group Grievances**

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

#### **22.07 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 in writing of the Parties.

**22.08 Persons Authorized to Deal with Grievances**

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

**22.09 Single Arbitrator**

- (a) Seven (7) full days (excluding Sundays and Holidays) shall be allowed for the setting up of a single Arbitrator.
- (b) The Parties will select an impartial Arbitrator. In the event the representatives or the Parties are unable to agree on an Arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be asked to appoint one.

**22.10 Arbitration Hearing and Award**

- (a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the Parties agree that they will meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the Arbitrator.
- (c) The Parties recognize that they are bound by a decision of the Arbitrator.

**22.11 Authority of the Arbitrator**

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.

**22.12 Cost Sharing**

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

**ARTICLE 23 - DEFINITIONS**

**23.01 Objective Interpretation**

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

**23.02 Time Span References**

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

**23.03 Specific Definitions**

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

- (a) Front Desk  
Housekeeping  
Bell Desk  
Food Preparation  
Banquets  
Food Service  
Deli Café  
Maintenance  
Health Club

- (b) Bank Rolling

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

**ARTICLE 24 - SIGNATURES**

Signed this \_\_\_\_ day of \_\_\_\_\_, 2008.

**FOR THE COMPANY**

\_\_\_\_\_  
Reid James  
General Manager

\_\_\_\_\_  
Eata Mitchuk  
Director of Human Resources

\_\_\_\_\_  
Emory Haines  
Director of Operations

**FOR THE UNION**

\_\_\_\_\_  
David Lee  
Bargaining Committee

\_\_\_\_\_  
Clarita Piamonte  
Bargaining Committee

\_\_\_\_\_  
Gord Piper  
Local Representative

\_\_\_\_\_  
Gavin McGarrigle  
National Representative

**APPENDIX "A" – WAGES**

CLASSIFICATION	Current *	1-SEP-07	1-SEP-08	1-SEP-09
<b><u>Bell Desk</u></b>				
<b>Bell Person</b>				
Hire	\$10.13	\$10.46	\$10.80	\$11.15
3 months	\$10.40	\$10.74	\$11.09	\$11.45
6 months	\$11.20	\$11.56	\$11.94	\$12.33
<b>12 months</b>	<b>\$12.53</b>	<b>\$12.94</b>	<b>\$13.36</b>	<b>\$13.79</b>
<b>Bell Captain</b>				
Hire	\$10.24	\$10.57	\$10.92	\$11.27
3 months	\$10.80	\$11.15	\$11.51	\$11.89
6 months	\$11.64	\$12.02	\$12.41	\$12.81
<b>12 months</b>	<b>\$13.03</b>	<b>\$13.45</b>	<b>\$13.89</b>	<b>\$14.34</b>
<b>Doorperson</b>				
Hire	\$10.13	\$10.46	\$10.80	\$11.15
3 months	\$10.40	\$10.74	\$11.09	\$11.45
6 months	\$11.20	\$11.56	\$11.94	\$12.33
<b>12 months</b>	<b>\$12.53</b>	<b>\$12.94</b>	<b>\$13.36</b>	<b>\$13.79</b>
<b>Concierge</b>				
Hire	\$12.99	\$13.41	\$13.85	\$14.30
3 months	\$13.39	\$13.83	\$14.27	\$14.74
6 months	\$14.44	\$14.91	\$15.39	\$15.89
<b>12 months</b>	<b>\$16.19</b>	<b>\$16.72</b>	<b>\$17.26</b>	<b>\$17.82</b>
<b><u>Front Desk</u></b>				
<b>Senior Night Audit</b>				
Hire	\$13.98	\$14.43	\$14.90	\$15.39
3 months	\$14.72	\$15.20	\$15.69	\$16.20
6 months	\$15.86	\$16.38	\$16.91	\$17.46
<b>12 months</b>	<b>\$17.74</b>	<b>\$18.32</b>	<b>\$18.91</b>	<b>\$19.53</b>
<b>Night Audit</b>				
Hire	\$13.21	\$13.64	\$14.08	\$14.54
3 months	\$13.91	\$14.36	\$14.83	\$15.31
6 months	\$14.98	\$15.47	\$15.97	\$16.49
<b>12 months</b>	<b>\$16.76</b>	<b>\$17.30</b>	<b>\$17.87</b>	<b>\$18.45</b>

CLASSIFICATION	Current *	1-SEP-07	1-SEP-08	1-SEP-09
<b>Sr. Reservations / Switchboard *</b>				
Hire	\$13.09	\$13.52	\$13.95	\$14.41
3 months	\$13.76	\$14.21	\$14.67	\$15.15
6 months	\$14.78	\$15.26	\$15.76	\$16.27
<b>12 months</b>	<b>\$16.46</b>	<b>\$16.99</b>	<b>\$17.55</b>	<b>\$18.12</b>
<b>Reservations / Switchboard *</b>				
Hire	\$12.34	\$12.74	\$13.16	\$13.58
3 months	\$12.99	\$13.41	\$13.85	\$14.30
6 months	\$13.97	\$14.42	\$14.89	\$15.38
<b>12 months</b>	<b>\$15.59</b>	<b>\$16.10</b>	<b>\$16.62</b>	<b>\$17.16</b>
<b>Guest Services Agent</b>				
Hire	\$12.69	\$13.10	\$13.53	\$13.97
3 months	\$13.39	\$13.83	\$14.27	\$14.74
6 months	\$14.44	\$14.91	\$15.39	\$15.89
<b>12 months</b>	<b>\$16.19</b>	<b>\$16.72</b>	<b>\$17.26</b>	<b>\$17.82</b>
<b>Sr. Guest Services Agent</b>				
Hire	\$13.48	\$13.92	\$14.37	\$14.84
3 months	\$14.20	\$14.66	\$15.14	\$15.63
6 months	\$15.29	\$15.79	\$16.30	\$16.83
<b>12 months</b>	<b>\$17.10</b>	<b>\$17.66</b>	<b>\$18.23</b>	<b>\$18.82</b>
<b><u>Housekeeping</u></b>				
<b>Room Attendant</b>				
Hire	\$12.38	\$12.78	\$13.20	\$13.63
3 months	\$12.98	\$13.40	\$13.84	\$14.29
6 months	\$13.98	\$14.43	\$14.90	\$15.39
<b>12 months</b>	<b>\$15.63</b>	<b>\$16.14</b>	<b>\$16.66</b>	<b>\$17.20</b>
<b>Room Checker</b>				
Hire	\$12.69	\$13.10	\$13.53	\$13.97
3 months	\$13.19	\$13.62	\$14.06	\$14.52
6 months	\$14.22	\$14.68	\$15.16	\$15.65
<b>12 months</b>	<b>\$15.94</b>	<b>\$16.46</b>	<b>\$16.99</b>	<b>\$17.55</b>
<b>Houseperson</b>				
Hire	\$12.38	\$12.78	\$13.20	\$13.63
3 months	\$12.98	\$13.40	\$13.84	\$14.29
6 months	\$13.98	\$14.43	\$14.90	\$15.39
<b>12 months</b>	<b>\$15.63</b>	<b>\$16.14</b>	<b>\$16.66</b>	<b>\$17.20</b>

CLASSIFICATION	Current *	1-SEP-07	1-SEP-08	1-SEP-09
<b>Night Cleaner</b>				
Hire	\$12.58	\$12.99	\$13.41	\$13.85
3 months	\$13.26	\$13.69	\$14.14	\$14.60
6 months	\$14.27	\$14.73	\$15.21	\$15.71
<b>12 months</b>	<b>\$15.96</b>	<b>\$16.48</b>	<b>\$17.01</b>	<b>\$17.57</b>
<b>Head Night Cleaner</b>				
Hire	\$12.69	\$13.10	\$13.53	\$13.97
3 months	\$13.39	\$13.83	\$14.27	\$14.74
6 months	\$14.44	\$14.91	\$15.39	\$15.89
<b>12 months</b>	<b>\$16.19</b>	<b>\$16.72</b>	<b>\$17.26</b>	<b>\$17.82</b>
<b><u>Banquets</u></b>				
<b>Banquet Server</b>				
Hire	\$10.13	\$10.46	\$10.80	\$11.15
3 months	\$10.40	\$10.74	\$11.09	\$11.45
6 months	\$11.20	\$11.56	\$11.94	\$12.33
<b>12 months</b>	<b>\$12.53</b>	<b>\$12.94</b>	<b>\$13.36</b>	<b>\$13.79</b>
<b><u>Food Service</u></b>				
<b>Pacific Server</b>				
Hire	\$10.13	\$10.46	\$10.80	\$11.15
3 months	\$10.40	\$10.74	\$11.09	\$11.45
6 months	\$11.20	\$11.56	\$11.94	\$12.33
<b>12 months</b>	<b>\$12.53</b>	<b>\$12.94</b>	<b>\$13.36</b>	<b>\$13.79</b>
<b>Junior Supervisor</b>				
Hire	\$10.74	\$11.09	\$11.45	\$11.82
3 months	\$11.32	\$11.69	\$12.07	\$12.46
6 months	\$12.20	\$12.60	\$13.01	\$13.43
<b>12 months</b>	<b>\$13.66</b>	<b>\$14.10</b>	<b>\$14.56</b>	<b>\$15.04</b>
<b>Pacific Supervisor</b>				
Hire	\$12.69	\$13.10	\$13.53	\$13.97
3 months	\$13.39	\$13.83	\$14.27	\$14.74
6 months	\$14.44	\$14.91	\$15.39	\$15.89
<b>12 months</b>	<b>\$16.19</b>	<b>\$16.72</b>	<b>\$17.26</b>	<b>\$17.82</b>

CLASSIFICATION	Current *	1-SEP-07	1-SEP-08	1-SEP-09
<b>Bartender</b>				
Hire	\$12.24	\$12.64	\$13.05	\$13.47
3 months	\$12.91	\$13.33	\$13.76	\$14.21
6 months	\$13.91	\$14.36	\$14.83	\$15.31
<b>12 months</b>	<b>\$15.59</b>	<b>\$16.10</b>	<b>\$16.62</b>	<b>\$17.16</b>
<b>Captain Room Service</b>				
Hire	\$12.07	\$12.46	\$12.87	\$13.29
3 months	\$12.73	\$13.14	\$13.57	\$14.01
6 months	\$13.83	\$14.28	\$14.74	\$15.22
<b>12 months</b>	<b>\$15.39</b>	<b>\$15.89</b>	<b>\$16.41</b>	<b>\$16.94</b>
<b>Room Service / Minibar Attendant</b>				
Hire	\$10.21	\$10.54	\$10.88	\$11.24
3 months	\$10.48	\$10.82	\$11.17	\$11.54
6 months	\$11.28	\$11.65	\$12.03	\$12.42
<b>12 months</b>	<b>\$12.53</b>	<b>\$12.94</b>	<b>\$13.36</b>	<b>\$13.79</b>
<b>Maitre'D</b>				
Hire	\$12.32	\$12.72	\$13.13	\$13.56
3 months	\$12.99	\$13.41	\$13.85	\$14.30
6 months	\$14.00	\$14.46	\$14.92	\$15.41
<b>12 months</b>	<b>\$15.69</b>	<b>\$16.20</b>	<b>\$16.73</b>	<b>\$17.27</b>
<b><u>Deli Café</u></b>				
<b>Court Yard Café Senior Server</b>				
Hire	\$12.07	\$12.46	\$12.87	\$13.29
3 months	\$12.73	\$13.14	\$13.57	\$14.01
6 months	\$13.73	\$14.18	\$14.64	\$15.11
<b>12 months</b>	<b>\$15.39</b>	<b>\$15.89</b>	<b>\$16.41</b>	<b>\$16.94</b>
<b>Court Yard Café Server</b>				
Hire	\$10.36	\$10.70	\$11.04	\$11.40
3 months	\$10.93	\$11.29	\$11.65	\$12.03
6 months	\$11.78	\$12.16	\$12.56	\$12.97
<b>12 months</b>	<b>\$13.19</b>	<b>\$13.62</b>	<b>\$14.06</b>	<b>\$14.52</b>

CLASSIFICATION	Current *	1-SEP-07	1-SEP-08	1-SEP-09
<b><u>Food Preparation</u></b>				
<b>Chef De Partie *</b>				
Hire	\$14.45	\$14.92	\$15.40	\$15.91
3 months	\$15.22	\$15.71	\$16.23	\$16.75
6 months	\$16.38	\$16.91	\$17.46	\$18.03
<b>12 months</b>	<b>\$18.32</b>	<b>\$18.92</b>	<b>\$19.53</b>	<b>\$20.16</b>
<b>Second Cook *</b>				
Hire	\$13.88	\$14.33	\$14.80	\$15.28
3 months	\$14.62	\$15.10	\$15.59	\$16.09
6 months	\$15.73	\$16.24	\$16.77	\$17.31
<b>12 months</b>	<b>\$17.57</b>	<b>\$18.14</b>	<b>\$18.73</b>	<b>\$19.34</b>
<b>Third Cook</b>				
Hire	\$12.11	\$12.50	\$12.91	\$13.33
3 months	\$12.76	\$13.17	\$13.60	\$14.04
6 months	\$13.74	\$14.19	\$14.65	\$15.12
<b>12 months</b>	<b>\$15.36</b>	<b>\$15.86</b>	<b>\$16.37</b>	<b>\$16.91</b>
<b>Prep Cook</b>				
Hire	\$12.11	\$12.50	\$12.91	\$13.33
3 months	\$12.76	\$13.17	\$13.60	\$14.04
6 months	\$13.74	\$14.19	\$14.65	\$15.12
<b>12 months</b>	<b>\$15.36</b>	<b>\$15.86</b>	<b>\$16.37</b>	<b>\$16.91</b>
<b>Steward</b>				
Hire	\$11.61	\$11.99	\$12.38	\$12.78
3 months	\$12.33	\$12.73	\$13.14	\$13.57
6 months	\$13.22	\$13.65	\$14.09	\$14.55
<b>12 months</b>	<b>\$14.83</b>	<b>\$15.31</b>	<b>\$15.81</b>	<b>\$16.32</b>
<b><u>Maintenance</u></b>				
<b>Building Maintenance Person</b>				
Hire	\$13.21	\$13.64	\$14.08	\$14.54
3 months	\$13.91	\$14.36	\$14.83	\$15.31
6 months	\$14.98	\$15.47	\$15.97	\$16.49
<b>12 months</b>	<b>\$16.76</b>	<b>\$17.30</b>	<b>\$17.87</b>	<b>\$18.45</b>

CLASSIFICATION	Current *	1-SEP-07	1-SEP-08	1-SEP-09
<b>Technician Maintenance</b>				
Hire	\$13.76	\$14.21	\$14.67	\$15.15
3 months	\$14.52	\$14.99	\$15.48	\$15.98
6 months	\$15.66	\$16.17	\$16.69	\$17.24
<b>12 months</b>	<b>\$17.57</b>	<b>\$18.14</b>	<b>\$18.73</b>	<b>\$19.34</b>
<b>Grounds Keeper</b>				
Hire	\$13.76	\$14.21	\$14.67	\$15.15
3 months	\$14.52	\$14.99	\$15.48	\$15.98
6 months	\$15.66	\$16.17	\$16.69	\$17.24
<b>12 months</b>	<b>\$17.57</b>	<b>\$18.14</b>	<b>\$18.73</b>	<b>\$19.34</b>
<b>Grounds Helper</b>				
Hire	\$12.88	\$13.30	\$13.73	\$14.18
3 months	\$13.59	\$14.03	\$14.49	\$14.96
6 months	\$14.66	\$15.14	\$15.63	\$16.14
<b>12 months</b>	<b>\$16.44</b>	<b>\$16.97</b>	<b>\$17.53</b>	<b>\$18.10</b>
<b><u>Athletic Club</u></b>				
<b>Desk Clerk</b>				
Hire	\$11.65	\$12.03	\$12.42	\$12.82
3 months	\$12.29	\$12.69	\$13.10	\$13.53
6 months	\$13.25	\$13.68	\$14.13	\$14.58
<b>12 months</b>	<b>\$14.84</b>	<b>\$15.32</b>	<b>\$15.82</b>	<b>\$16.33</b>

The wage increases effective September 1, 2007, September 1, 2008 and September 1, 2009 will be applied to any employees whose wages are in excess of the wage schedule.

**General Wage Adjustments \***

The Reservations/Switchboard and Senior Reservations/Switchboard classifications were adjusted upward by fifty cents (\$0.50) per hour prior to the General Wage Increase.

**Skilled Trades Adjustments \***

The Chef De Partie and Second Cook classifications were adjusted upward by fifty cents (\$0.50) per hour prior to the General Wage Increase.

**APPENDIX "B" – STATUTORY HOLIDAY DATES**

	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
<b>New Year's Day</b>		Tuesday, January 1	Thursday, January 1	Friday, January 1
<b>Good Friday</b>		Friday, March 21	Friday, April 10	Friday, April 2
<b>Victoria Day</b>		Monday, May 19	Monday, May 18	Monday, May 24
<b>Canada Day</b>		Tuesday, July 1	Wednesday, July 1	Thursday, July 1
<b>B.C. Day</b>		Monday, August 4	Monday, August 3	Monday, August 2
<b>Labour Day</b>	Monday, September 3	Monday, September 1	Monday, September 7	Monday, September 6
<b>Thanksgiving Day</b>	Monday, October 8	Monday, October 13	Monday, October 12	Monday, October 11
<b>Remembrance Day</b>	Sunday, November 11	Tuesday, November 11	Wednesday, November 11	Thursday, November 11
<b>Christmas Day</b>	Tuesday, December 25	Thursday, December 25	Friday, December 25	Saturday, December 25
<b>Boxing Day</b>	Wednesday, December 26	Friday, December 26	Saturday, December 26	Sunday, December 26

**LETTER OF UNDERSTANDING #1**

**RE: NENG KAO CHIANG**

It is the Employer's intent to maintain the services of Mr. Chiang in the role of Prep Cook under present operating conditions. Should there be a requirement to reduce or change hours of work affecting Mr. Chiang, the Company and the Union will meet to discuss this requirement.

Mr. Chiang's wage rate will be adjusted upward by \$2.00 per hour prior to the general wage increase, effective September 1, 2007.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2008.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
Eata Mitchuk  
Director of Human Resources

\_\_\_\_\_  
David Lee  
Bargaining Committee

\_\_\_\_\_  
Emory Haines  
Director of Operations

\_\_\_\_\_  
Clarita Piamonte  
Bargaining Committee

\_\_\_\_\_  
Gord Piper  
Local Representative

\_\_\_\_\_  
Gavin McGarrigle  
National Representative