

COLLECTIVE AGREEMENT

Between

Pacific Inn – South Surrey Hotel

And

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada, (CAW-
Canada) Local 3000**



Effective: September 1st, 2008 to August 31st, 2010

TABLE OF CONTENTS

ARTICLE 1 - INTRODUCTION	7
1.01 PURPOSE	7
1.02 GENDER REFERENCES	7
ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT	7
2.01 DURATION	7
2.02 LABOUR RELATIONS CODE - SECTION 50(2) AND 50(3) EXCLUDED	8
2.03 STRIKES AND LOCKOUTS	8
2.04 EXTENT	8
ARTICLE 3 - UNION RECOGNITION	8
3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT	8
3.02 REFUSAL TO WORK WITH NON-UNION EMPLOYEES AND RECOGNITION OF LEGAL PICKET LINES	9
3.03 PERFORMANCE OF BARGAINING UNIT WORK	9
3.04 CONTRACTING OUT	9
3.05 NO DISCRIMINATION	10
3.06 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES= CONDITIONS	10
3.07 UNION HOUSE CARD	10
ARTICLE 4 - UNION SECURITY	10
4.01 MEMBERSHIP	10
4.02 NEW EMPLOYEES	11
4.03 CHECK-OFF - ASSIGNMENT OF WAGES	11
4.04 CHECK-OFF PROCESS AND PROCEDURES	11
4.05 AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING	12
ARTICLE 5 - UNION STEWARDS	12
5.01 SHOP STEWARDS	12
5.02 MANAGEMENT AND UNION MEETINGS	13
5.03 STEWARDS= FILING CABINET	14
ARTICLE 6 - RESERVATIONS TO MANAGEMENT	14
6.01	14
6.02	14
6.03	14
6.04	14
ARTICLE 7 - PROBATIONARY PERIOD	14
7.01	14
ARTICLE 8 - HIRING PROCESS	15
8.01	15

ARTICLE 9 - HOURS OF WORK	15
9.01 NORMAL STRAIGHT TIME HOURS OF WORK	15
9.02 SPLIT SHIFTS	15
9.03 SHIFT HOURS	15
9.04 MAXIMIZING THE LENGTH OF SHIFTS	16
9.05 ASSIGNMENT OF SHIFTS BY SENIORITY	16
9.06 DAYS OFF	17
9.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS	17
9.08 PAYMENT FOR TIME IN LIEU OF BREAKS	17
9.09 UNPAID MEAL BREAKS	17
9.10 REST PERIODS	17
9.11 EMPLOYEE'S RESPONSIBILITY: WORK START TIME	18
9.12 WORK SCHEDULES	18
9.13 CHANGES IN WORK SCHEDULES	18
9.14 GUARANTEE - Minimum shift Break - Eight (8) Hours	19
9.15	19
9.16	19
 ARTICLE 10 - SENIORITY	 19
10.01 SENIORITY ENTITLEMENT DEFINED	19
10.02 APPLICATION OF SENIORITY	20
10.03 SENIORITY LISTS	20
10.04 ACCRUAL OF SENIORITY	20
10.05 SENIORITY LOST	21
10.06 JOB POSTING	22
 ARTICLE 11 - LAYOFF AND RECALL	 22
11.01 NOTICE OF LAYOFF	22
11.02 BUMPING	22
11.03 RECALL PROCEDURE	22
 ARTICLE 12 - ADMINISTRATION	 23
12.01 WAGE RATES	23
12.02 COMBINED CLASSIFICATIONS	23
12.03 NEW CLASSIFICATIONS	23
12.04 PAYMENT OF WAGES UPON TERMINATION LAYOFF OR RESIGNATION	23
12.05 ELECTION DAYS	24
12.06 HOUSEKEEPING WORKLOAD	24
 ARTICLE 13 - STATUTORY AND GENERAL HOLIDAYS	 24
13.01 STATUTORY HOLIDAYS	24
13.02 STATUTORY HOLIDAY FALLING ON DAY OFF	24
13.03 PAYMENT FOR STATUTORY HOLIDAY	24
13.04 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT	25
13.05 STATUTORY HOLIDAY DURING EMPLOYEE=S VACATION	25

ARTICLE 14 - ANNUAL VACATION	25
14.01 ANNUAL VACATION PAY: CASUAL EMPLOYEES AND EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE	25
14.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS	26
14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY	26
14.04 VACATIONS TO BE TAKEN BY DECEMBER 31ST	26
 ARTICLE 15 - HEALTH AND WELFARE BENEFITS	 26
15.01 CONTRIBUTIONS	26
15.02 PAYMENT OF CONTRIBUTIONS	27
15.03 EMPLOYER STATEMENT	27
15.04 FAILURE TO REMIT	27
15.05 INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS	27
 ARTICLE 16 - LEAVES OF ABSENCE	 27
16.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE	27
16.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS	28
16.03 COURT ATTENDANCE	28
16.04 BEREAVEMENT LEAVE	29
16.05 JURY AND WITNESS DUTY	29
16.06 GENERAL LIMITATION ON LEAVES OF ABSENCE	29
16.07 COMPASSIONATE LEAVE	29
16.08 PAID EDUCATION LEAVE	29
 ARTICLE 17 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS	 30
17.01 STAFF ROOM AND STAFF MEALS	30
17.02 EMPLOYEE ATTENDANCE AT STAFF MEETINGS	30
17.03 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY	30
17.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS	31
17.05 PERSONAL EFFECT	31
17.06 COMPENSATION TO EMPLOYEES RE: ENFORCEMENT OF HOUSE RULES FOR PATRONS	31
17.07 SEVERANCE ALLOWANCE	31
17.08 CASH FLOAT	32
17.09 CASHING OUT	32
17.10 PAYMENT OF WAGES	32
17.11 NO AUTHORITY OVER GRATUITY	32
17.12 WOMEN WORKING AT NIGHT	32
17.13 LIMITATION ON EMPLOYEE ENTITLEMENTS	32
17.14 SECTIONAL ROTATION IN GRATUITY EARNING AREAS	32
 ARTICLE 18 - HEALTH AND SAFETY	 33
18.01 HEALTH AND SAFETY	33
18.02 FIRST AID ATTENDANT	33
 ARTICLE 19 - EMPLOYEE CONDUCT AND DRESS	 33
19.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES	33
19.02 AUTHORITY RE CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS	33
19.03 UNIFORMS	33

ARTICLE 20 - DISCIPLINE AND DISCHARGE OR EMPLOYEES	33
20.01	33
ARTICLE 21 - GRIEVANCE PROCEDURE	34
21.01 DEFINITION AND RECOGNITION OF A GRIEVANCE	34
21.02 GRIEVANCE PROCEDURE	34
21.03 ARBITRATOR	35
21.04 POLICY GRIEVANCE	35
21.05 ARBITRATION HEARING	35
21.06 AUTHORITY OF THE ARBITRATOR	35
21.07 TIME LIMITS	36
21.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES	36
21.09 ARBITRATORS	36
ARTICLE 22 - DEFINITIONS	36
22.01 OBJECTIVE INTERPRETATION	36
22.02 TIME SPAN REFERENCES	36
22.03 SPECIFIC DEFINITIONS	36
22.04 TYPES OF EMPLOYEES	37
22.05 BANK ROLLING	37
ARTICLE 23 - COMMUNICATIONS MEETINGS	37
22.01 MEETINGS	37
ARTICLE 24 - HARASSMENT	38
24.01	38
24.02	38
24.03	38
24.04	38
24.05	38
24.06	38
24.07	38
APPENDIX AA@ - WAGE AND CLASSIFICATIONS	40
LETTER OF UNDERSTANDING #1	41
RE: WORK EXPERIENCE	41
LETTER OF UNDERSTANDING #2	1
RE: POSTINGS OF WORK SCHEDULES	1
LETTER OF UNDERSTANDING #3	2
RE: EXCLUDED STAFF PERFORMING BARGAINING UNIT WORK	2
LETTER OF UNDERSTANDING #4	3
Re: OPTIONAL HOURS OF WORK ON SIXTH DAY	3

LETTER OF UNDERSTANDING #5	4
RE: FOOD AND BEVERAGE DEPARTMENT	4
LETTER OF UNDERSTANDING #6	5
RE: FRONT DESK TRAINING PROGRAM	5

ARTICLE 1 - INTRODUCTION

1.01 PURPOSE

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 21 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer=s business, and to enhance the living standards and working conditions of the employees.

1.02 GENDER REFERENCES

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

ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period from and including **June 1, 2008** 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 - SECTION 50(2) AND 50(3) EXCLUDED

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

2.03 STRIKES AND LOCKOUTS

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

2.04 EXTENT

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether be 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 REFUSAL TO WORK WITH NON-UNION EMPLOYEES AND RECOGNITION OF LEGAL PICKET LINES

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this article, a "legal picket line" shall mean only those picket lines expressly permitted under Sections 65(1) and (2) of the Labour Relations Code of British Columbia.
- (b) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.
- (c) The Union agrees that duties of employment not performed due to the exercise of rights conferred in paragraphs (a) and (b) may be performed by non-bargaining unit members.

3.03 PERFORMANCE OF BARGAINING UNIT WORK

- (a) General Prohibition for Excluded Personnel

No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purposes of instruction, experimentation, or management training, in which case trainees shall not displace or replace any employee in the aforesaid classification except in cases of emergency when regular employees are not available or as provided for in (b) herein.

- (b) Understood Exceptions

The past practice of excluded personnel assisting employees in meeting the service requirements of the Employer's customers will continue providing that such involvement in bargaining unit work will not be used or expanded for the purpose of eroding the bargaining unit or eliminating hours on the schedule as provided for in Article 9.05 that could have been anticipated when the schedule was posted in accordance with Article 9.12 of the collective agreement.

3.04 CONTRACTING OUT

The Employer shall not contract out work ordinarily performed by members of the bargaining unit.

3.05 NO DISCRIMINATION

- (a) No discrimination shall be shown an employee active in the affairs of the Union. Should an occasion arise as to doubt the reasons for discharge the Union shall be permitted to investigate.
- (b) It is agreed between the parties that there is an obligation to eliminate any and all sexual harassment in the workplace. Complaints of sexual harassment will be thoroughly investigated. Alleged failure by any party to deal with a sexual harassment complaint may be the subject of a grievance pursuant to this Agreement. The Employer agrees to post their policy on sexual harassment.
- (c) The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

3.06 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES= CONDITIONS

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced. The Employer is entitled to require an individual to substantiate that he is an authorized representative of the Union.
- (b) When access is required for purposes of such investigation, the Union representative will notify the Employer in advance.
- (c) Access will not be unreasonably denied by the Employer.
- (d) The investigation must not result in any disruption with the Employer=s operations of affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

3.07 UNION HOUSE CARD

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

ARTICLE 4 - UNION SECURITY

4.01 MEMBERSHIP

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

- (b) All new employees shall be required to become members of the Union within thirty (30) days after the date of initial employment. The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union, according to the Union=s Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this province.

4.02 NEW EMPLOYEES

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

4.03 CHECK-OFF - ASSIGNMENT OF WAGES

- (a) All employees, as a condition of employment, shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, union dues, fines, assessments and arrears, as required by Article 4.04.

4.04 CHECK-OFF PROCESS AND PROCEDURES

- (a) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer=s files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees= earnings pursuant to this article, are to be forwarded to the Secretary 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 every month in which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms

reflecting the new amounts to be deducted, prior to making such deductions.

- (e) The Union recognizes and agrees that the Employer=s obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination 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) 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 his/her written assignment of wages to pay initiation fees, union dues or union assessments;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (f) has resigned from the Union;

The Employer shall immediately discontinue the employment of such 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 appoint from among the employees, and the Employer shall recognize, a Shop Steward 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 his/her responsibilities as an employee. During his/her working hours, the Shop Steward is not entitled to engage in Union activities other than necessary involvement in the reporting and resolution of grievances.
- (d) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.

5.02 MANAGEMENT AND UNION MEETINGS

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Chief Shop Steward or his/her designate and required area Shop Steward(s) on a monthly basis, to review problems that may arise concerning the application and operation of the collective agreement. It is agreed that the Union staff representative may attend these meetings from time to time.
- (b) The Chief Shop Steward and the necessary area Steward(s) will be permitted to attend such meetings with pay, but there must be no resulting overtime or other premium costs to the Employer.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.

- (d) Where the Chief Steward deems a meeting to be necessary, he/she will provide an agenda, with particulars of matters to be discussed, at least one week in advance of the meeting.
- (e) The scheduling of such meetings will be consistent with the needs of the operation.
- (f) The parties agree that this provision meets the requirements of Section 53 of the Labour Relations Code of British Columbia.

5.03 STEWARDS= FILING CABINET

The Employer will provide a locked filing cabinet for the Union Shop Stewards Committee on the premises within sixty (60) days of the signing of this Agreement.

ARTICLE 6 - RESERVATIONS TO MANAGEMENT

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

ARTICLE 7 - PROBATIONARY PERIOD

- 7.01** New employees shall serve a probationary period **of three hundred (300) hours or four (4) calendar months, whichever occurs first.** During the probationary period, probationary employees will receive fifteen percent (15%) less than the classified rate after which the classified rate shall apply. The probationary rate may be extended by mutual agreement of the parties. The test for successful completion of the probationary period shall be suitability for permanent employment.

ARTICLE 8 - HIRING PROCESS

8.01 The Employer will consider applications on file from qualified candidates referred to the Employer by the Union. The Employer agrees to fax hiring opportunities to the Union at least twenty-four (24) hours in advance of hiring from other sources.

ARTICLE 9 - HOURS OF WORK

9.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one (1) day;
 - (ii) not more than five (5) working days in any seven (7) day period; and
 - (iii) not more than forty (40) hours in any six (6) working day period.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid overtime rates as per Employment Standards.

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; and
 - (iv) all split shifts must be worked within a twelve (12) hour period.
- (b) A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.
- (c) The Premiums shall be as follows:
 - (i) Seven (7) hours worked for eight (8) hours straight time pay; and
 - (ii) Eight (8) hours worked for nine (9) hours straight time pay.

9.03 SHIFT HOURS

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

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of 5, 6, 7 or 8 hours may be assigned, subject to the provisions of 9.05.

- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.
- (d) All sixth shifts must be offered in accordance with Letter of Understanding #1.

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 7, 6, 5 or 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

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

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

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

Where an employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee. Should shifts of comparable length be available, the senior employee shall have the choice of determining the preferable shift. Employees may opt to select another available shift when their shift is abolished.

- (1) Employees may exchange shifts with prior authorization of the Employer and the Employer shall not unreasonably withhold authorization.
- (2) There shall be no increased cost to the Employer should employees exchange shifts with the Employer's authorization.
- (3) Once the Employer has authorized the exchange of shifts there shall be no grievances filed as a result of an authorized and agreed-to shift exchange.

- (4) An Employee shall be available for a minimum of two (2) shifts per week unless absent under any of the leave provisions of the Collective Agreement or Employment Standards Act.**

Note: Any current employee who has been granted restrictions of less than two (2) shifts per week shall continue to have the restriction honoured.

9.06 DAYS OFF

All employees shall receive two (2) consecutive days off unless otherwise mutually agreed-to.

9.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS

Time and one-half shall be paid for all work performed on an employee=s sixth and seventh consecutive days of employment.

9.08 PAYMENT FOR TIME IN LIEU OF BREAKS

Employees who cannot get rest periods or meal breaks shall be paid five and one-half (5 1/2) hours worked - six (6) hours pay; six (6) hours worked - six and one-half (6 1/2) hours pay; seven and one-half (7 1/2) hours worked - eight (8) hours pay; eight (8) hours worked - eight and one-half (8 1/2) hours pay. There shall be no deliberate bankrolling of purported violations of this clause by any employee.

9.09 UNPAID MEAL BREAKS

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

9.10 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; and
 - (v) Eight (8) hours - two (2) ten (10) minute rest periods.
- (b) Such rest periods are part of the employee=s assigned hours of work and the rest period time is paid for by the Employer.
- (c) Time to commence when the employee arrives at the assigned rest areas or a total of fifteen (15) minutes from the employee=s work station.

9.11 EMPLOYEE'S RESPONSIBILITY: WORK START TIME

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

9.12 WORK SCHEDULES

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
 - employee=s name
 - classification
 - days off
 - starting and finishing times
- (b) It is the Employer=s responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted 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) All changes to the work schedule shall be dated. The Employer will provide the Chief Steward or his/her designate with a copy of the work schedule, and any changes thereto, upon request.

9.13 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours, but not less than twenty-four (24) hours, when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled are obligated to provide management with notice at the earliest possible time to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

- (e) In situations where an employee has not been provided with notice of a change in his/her work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:
 - (i) two (2) hours pay unless the employee is unfit to perform his/her duties or he/she has failed to comply with the Industrial Health and Safety Regulations of the Workers= Compensation Board; or
 - (ii) where the employee commences work, four (4) hours work and/or pay unless his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case paragraph (i) above applies.
- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 17.04 will receive notice required in Article 9.13 (b) and (c).

9.14 GUARANTEE - Minimum shift Break - Eight (8) Hours

Every employee shall have a break of eight (8) hours between shifts. In the event that an employee is recalled to work before such shift break has elapsed, he/she shall be considered as still working on his/her previous shift and shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work of his/her own accord until a full eight (8) hour break has occurred and no employee shall lose time from his/her next shift to make up the break.

9.15 The start time in the Housekeeping department shall be 8:30 a.m. or 9:00 a.m. or other mutually agreed time.

9.16 The Company will use their best efforts to provide two (2) hours notice of available shifts in housekeeping. An employee will use their best efforts to provide the employer with as much notice as possible in the event of an absence due to illness or injury.

ARTICLE 10 - SENIORITY

10.01 SENIORITY ENTITLEMENT DEFINED

- (a) Calculation: An employee's seniority shall be calculated from date of hire with the Hotel.
- (b) Departmental Seniority: For the purpose of this Agreement, Departmental seniority shall be defined as an employee's total length of continuous service within the employee's classification(s) within a particular department in the Employer's operation.

- (c) Department: For the purpose of this Agreement, the term Department shall be understood to mean those departments identified within this Agreement.
- (d) Department Seniority: Is used to determine the order of layoff and recall within a classification within a particular department.
- (e) An employee's seniority is credited to the department in which he/she has hired into or posted into as the case may be.
- (f) Annual vacation entitlement will be determined by the employee's total years of service in the hotel and the employee shall be granted holidays according to that established seniority.
- (g) While the Employer has no obligation to offer extra work to any person outside the classification, should it be decided to offer such work to persons inside rather than outside the hotel, the principles of seniority first within the department and then within the hotel will apply, provided such senior person possesses the necessary skill and ability to perform the full measure of the work required.

10.02 APPLICATION OF SENIORITY

In transfers, promotions, demotions, layoffs, and recalls from layoffs and in the filling of vacancies, seniority shall prevail where skill and ability are relatively equal. The onus of proving a demonstrable difference, relevant to the job in question, is on the Employer.

10.03 SENIORITY LISTS

- (a) The Employer will prepare a seniority list of all the employees in the bargaining unit and present it to the Union within thirty (30) days of the signing of the first Collective Agreement. Thereafter, a revised seniority list shall be provided to the Union in January and July of each year.
- (b) New employees will be added to the list at the time they attain seniority.
- (c) 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.

10.04 ACCRUAL OF SENIORITY

- (a) Accrual of Seniority: Seniority shall be accrued on the following basis:
 - (i) any time off paid for by the Employer;
 - (ii) time **lost** as a result **illness or injury**;

- (iii) maternity and paternal leave in accordance with **the Employment Standards Act**;
 - (iv) time spent on an approved educational course or **in Collective Bargaining negotiations**;
 - (v) **jury duty**;
 - (vi) leaves of absence **up to three consecutive months**;
 - (vii) union leave.**
- (b) Loss of Seniority: An employee will lose all seniority rights where that employee:
- (i) voluntarily terminates their employment;
 - (ii) is discharged for just and reasonable cause;
 - (iii) is on layoff more than six (6) consecutive months;
 - (iv) the employee does not return to work on the date specified following an approved leave of absence other than medical;
 - (v) the employee receives severance pay in accordance with the terms of this Agreement in Article 17.09;
 - (vi) is promoted and/or transferred as per Article 11 to a position outside the bargaining unit.
- (c) Seniority Retained but not Accrued: Seniority shall be maintained but not accrued, in the following situations:
- (i) During any absence not referred to in (a) above for which the Employer does not pay the employee directly.
 - (ii) During the term of an approved leave of absence except as provided in 10.03 (a) (iii).

10.05 SENIORITY LOST

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

10.06 JOB POSTING

When a bona fide new classification is to be created or a job vacancy occurs, a suitable advice notice will be posted for not less than five (5) calendar days on all bulletin boards.

ARTICLE 11 - LAYOFF AND RECALL

11.01 NOTICE OF LAYOFF

- (a) Notice of layoff, as defined in the Employment Standards Act, shall be in accordance with the provisions of the Employment Standards Act.
- (b) The notice of layoff in paragraph (a) above will not have to be provided by the Employer when the layoff of the employee is caused by an Act of God.

11.02 BUMPING

- (a) An employee laid off within his/her classification may choose to bump to a junior employee in an equivalent or lower classification.
- (b) An employee who wishes to exercise bumping rights under paragraph (a) must advise the Employer in writing of his/her choice within two (2) working shifts or one (1) calendar week of receipt of the notice of layoff or being laid off, whichever comes first.

11.03 RECALL PROCEDURE

- (a) A laid off employee shall retain his/her seniority and recall rights for six (6) months after the effective date of layoff.
- (b) An employee who is on layoff and who wishes to be considered for recall to work must ensure that the Employer is at all relevant times aware of the employee's current address and telephone number.

- (c) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or telegraph. An employee failing to report for duty within sixty (60) hours, from the time of such notification, shall be considered to have resigned without notice.
- (d) The report time in 11.03 (c) may be extended by mutual agreement.
- (e) A copy of the written recall notice sent to a laid off employee pursuant to paragraph (c) above shall also be provided to the Union.

ARTICLE 12 - ADMINISTRATION

12.01 WAGE RATES

The wage rates provided in the attached applicable appendix shall cover the job description and classifications of labour within the jurisdiction of the Union 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) he or she shall be paid at the rate of the highest classification provided he or she works in such higher classification for four (4) or more hours during any particular shift. But the hotel may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such employees in a higher classification would normally be hired according to the usages of the trade. If the employee works at the higher classification for less than four (4) hours he or she 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 his/her resignation.
- (b) When an employee is laid off or his/her services are terminated, the Employer shall pay all wages owing to him/her within 48 hours, exclusive of Saturdays, Sundays or holidays.

- (c) When an employee is laid off or his/her services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or termination.

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.

12.06 HOUSEKEEPING WORKLOAD

During negotiations the issue of workload in the housekeeping department was raised by the Union. The Employer responded that each housekeeping employee is allotted thirty (30) minutes to clean each room. For each housekeeping employee the maximum number of rooms required to be cleaned is sixteen (16) rooms per eight (8) hour shift. The Employer further agrees a suite counts as two (2) rooms for the purposes of this provision.

ARTICLE 13 - STATUTORY AND GENERAL 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

13.02 STATUTORY HOLIDAY FALLING ON DAY OFF

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

13.03 PAYMENT FOR STATUTORY HOLIDAY

- (a) Employees who are eligible for statutory holiday pay will receive a normal day's pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.

An Employee is eligible for statutory holiday pay provided they have been employed for thirty (30) days and have worked fifteen (15) of the previous thirty (30) days.

- (b) For the purpose of this Article, a normal day's pay shall be calculated as the average of his/her daily earnings, exclusive of overtime, for the days he/she has worked in the four (4) week period immediately preceding the

week in which the general holiday occurs. In the case of the calculation of a normal day=s pay for New Year=s Day, Christmas 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 2) times his/her normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above.

13.04 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without leave of the Employer, he/she shall not receive any such pay for such holiday.

13.05 STATUTORY HOLIDAY DURING EMPLOYEE=S VACATION

- (a) Should any statutory holiday occur during an employee=s vacation period, the formula in 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 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 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: CASUAL EMPLOYEES AND EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE

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

14.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS

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

Effective January 1, 1995

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Annual Vacation Pay</u>
1 year but less than 4 years	2 weeks	4%
4 years but less than 8	3 weeks	6%
8 years or more	4 weeks	8%

- (b) Vacation pay shall be calculated using the applicable percentage of the employee=s gross earnings from the Employer for the preceding year.

14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

- (a) Employees shall have preference in respect to annual vacations, within their department and classification, according to the seniority list, provided they file applications before March 1 of each year for vacations to be taken during that year.
- (b) Vacations shall be scheduled in calendar weeks by seniority. Once scheduled an employee=s vacation cannot be changed without mutual consent and in any event shall not be changed to affect a less senior employee=s vacation choice.

14.04 VACATIONS TO BE TAKEN BY DECEMBER 31ST

- (a) All vacations shall be taken 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.
- (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 CONTRIBUTIONS

- (a) The Employer agrees to sign up new employees on his/her first day of employment, into the Health and Welfare program and forward same to the Administrators of the Plan along with the following contributions.

- (b) Effective **date of ratification**, the total cost of the CHIPS Health and Welfare premiums shall be **one dollar and fifty-nine cents (\$1.59) and effective September 1, 2009, one dollar and seventy cents (1.70)** for each hour of employment performed by an employee covered by this Agreement.

15.02 PAYMENT OF CONTRIBUTIONS

The Employer agrees to forward all monies payable by him in respect of fringe benefits, on or before the 10th day of the month following the actual performance of work and shall forward said contributions to the Union in respect to Health and Welfare.

15.03 EMPLOYER STATEMENT

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

15.04 FAILURE TO REMIT

In the event an Employer fails to remit contributions to these plans in conformity with this clause of the Agreement, the Employer shall, if in default more than ten (10) days after notification by the Union, pay the monies due thereunder and in addition thereto pay these plans a penalty in the amount of Two Hundred and Fifty dollars (\$250.00). The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

15.05 INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS

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

ARTICLE 16 - LEAVES OF ABSENCE

16.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office for a period of up to and including six (6) years.

- (b) A request for such an approval leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by the Secretary of the Union.
- (c) An employee who obtains such a leave of absence shall return to his/her employment within thirty (30) calendar days after the completion of his/her employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

16.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as delegate to attend Union conventions except negotiations where up to three (3) employees representing different departments in negotiations shall be granted unpaid leave. To administer this provision the Employer shall maintain wages and benefit contributions and bill the Union for lost time wages. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time, to attend bona fide shop steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence from any one (1) department.

16.03 COURT ATTENDANCE

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

16.04 BEREAVEMENT LEAVE

- (a) A regular employee will be granted up to three (3) days off without pay in the event of the death of a member of his/her immediate family.

Effective June 1, 2001 a regular employee will be granted up to three (3) days off with pay in the event of the death of a member of his/her immediate family.

- (b) "Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse, father-in-law or mother-in-law.
- (c) For purposes of this Article, "spouse" shall be defined to include common-law spouse.

16.05 JURY AND WITNESS DUTY

Employees who serve on a jury or a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received an employee shall continue to receive his/her full wages for such period of time. To be eligible for this Clause the employee must have attained seniority with his/her present Employer

16.06 GENERAL LIMITATION ON LEAVES OF ABSENCE

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

16.07 COMPASSIONATE LEAVE

In the case of serious illness in the immediate family as defined in Article 16.04 and where there is no other care-giver available, the Employer shall grant reasonable leave of absence without pay.

16.08 PAID EDUCATION LEAVE

- (a) Effective May 1, 1995 the Company agrees to pay into a special fund one cent (1¢) per hour per employee for all hours worked for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National

Union, CAW, effective from date of ratification. Cheques should be made payable to:

CAW Leadership Training Fund
CAW Family Education Centre
PEL Training Fund
R.R. #1, Port Elgin, Ontario N0H 2C0

(b) LOCAL UNION TRAINING AND LEAVE FUND

The Employer agrees to pay into a special fund of one cent (1¢) per hour for all hours worked. The fund is for local leadership training and leave. Remittances shall be paid the tenth of the month following to the Local Union's address in New Westminster.

ARTICLE 17 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS

17.01 STAFF ROOM AND STAFF MEALS

The Employer agrees to continue the present staff room policy presently in effect.

17.02 EMPLOYEE ATTENDANCE AT STAFF MEETINGS

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

17.03 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

- (a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in his/her former position within forty-eight (48) hours, with all rights and conditions which he/she formerly enjoyed, according to the terms of the

Agreement which is in effect at the time of his/her return, subject to the further conditions which follow.

- (b) Prior to reinstating the employee, the Employer 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 absence where the Employer has hired a new employee into the classification to cover the absent employee, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.
- (d) It is understood that the employee has an obligation to communicate with the Employer concerning the length of absence and the approximate date of the return to work.

17.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his/her Employer concerning

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

17.05 PERSONAL EFFECT

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

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

Upon presentation in a timely fashion of a written bona fide claim by an employee, the Employer shall compensate the employee for reasonable replacement cost of, or repair, of any Anon-designer@ wearing apparel to a maximum of two hundred dollars (\$200.00), for replacement cost of, or repair, of, any wearing apparel, false teeth, eye glasses, contact lenses or hearing aids, damaged or destroyed, as a consequence of the employee=s participation in the enforcement of house rules and/or Liquor Control Board Regulations and/or at the direction of Management or a person appointed by Management.

17.07 SEVERANCE ALLOWANCE

All employees, upon termination, shall receive severance pay in accordance with the Employment Standards Act.

17.08 CASH FLOAT

The Employer agrees to provide the cashier and waiters/waitresses who handle cash with an adequate cash float as per the present practice.

17.09 CASHING OUT

The Employer shall allow up to fifteen (15) minutes on the Employer=s time to an employee who has the responsibility of Acashing out@.

17.10 PAYMENT OF WAGES

Wages will be paid by noon on the seventh (7th) and twenty-second (22nd) day of each month in a manner convenient to the Employer. In addition all payments shall be by cheque on the Employer=s payroll account. All statutory deductions shall be made and all deductions shall be year to date with each pay stub issued.

17.11 NO AUTHORITY OVER GRATUITY

The Employer agrees that management has no authority over an employee=s gratuity. Further, the Employer agrees to honour a gratuity arrangement as decided by the majority of the employees. It is understood and agreed, however, that non-bargaining unit staff will share the gratuity assessed to banquet customers, in accordance with the Employer's established formula. Bargaining unit banquet staff shall receive an explanatory calculation of gratuities received by them pursuant to such a formula. Gratuity Due Backs will be paid out within forty-eight (48) hours of being earned.

17.12 WOMEN WORKING AT NIGHT

The Employer agrees that female employees shall be escorted by supervision, or their designate, to their transportation in the parking lot.

17.13 LIMITATION ON EMPLOYEE ENTITLEMENTS

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

17.14 SECTIONAL ROTATION IN GRATUITY EARNING AREAS

The Employer agrees to rotate employees equitably in the sections of departments where gratuities are earned. A log shall be maintained and made available to the employees for inspection.

ARTICLE 18 - HEALTH AND SAFETY

18.01 HEALTH AND SAFETY

- (a) The Employer agrees to institute and maintain all necessary precautions to provide every employee a safe and healthy workplace.
- (b) The Employer shall comply with all applicable provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice.

18.02 FIRST AID ATTENDANT

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

ARTICLE 19 - EMPLOYEE CONDUCT AND DRESS

19.01 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.

19.02 AUTHORITY RE CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS

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

19.03 UNIFORMS

Where the Employer requires special uniforms to be worn, such uniforms will be supplied to the employees. In addition, uniforms for front desk, housekeeping and kitchen staff will be laundered and maintained by the Employer at its expense.

ARTICLE 20 - DISCIPLINE AND DISCHARGE OR EMPLOYEES

- 20.01 (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 he/she is unsuitable for status as a regular employee.
- (c) In the event that an employee other than probationary is discharged for just and reasonable cause the Chief Steward will be notified and provided with the reasons for the discharge.
- (d) Where no Chief Steward is recognized the shop steward will receive this information.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

Any complaint, disagreement or differences or opinion between the parties respecting the interpretation, application, operation or alleged violation of this collective agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

21.02 GRIEVANCE PROCEDURE

(a) Informal Step:

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

(b) Step One:

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

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

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

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

(c) Step Two:

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

This step must be taken by notice in writing within five (5) days of the date on which the written answer was delivered in Step One.

- (d) 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.

21.03 ARBITRATOR

The parties shall have five (5) working days to agree on a single arbitrator. Failing such agreement, either party may request the Minister of Labour to appoint such Arbitrator. This step must be taken by notice in writing within five (5) days of date of completion of Step Two.

21.04 POLICY GRIEVANCE

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

21.05 ARBITRATION HEARING

- (a) As soon as an 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 discuss their understanding of the issue or issues to be placed before the Arbitrator, and to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be prepared in written form and place before the Arbitrator by agreement of the parties.
- (c) Each party to the arbitration will bear one-half the expense associated with the appointment of the Arbitrator.
- (d) The parties recognize that they are bound by a decision of the Arbitrator.

21.06 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.

21.07 TIME LIMITS

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

21.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

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

21.09 ARBITRATORS

It is agreed that for the term of this Agreement the Arbitrators shall be Robert McCartney and Barbara Bluman, selected in rotation in the order named.

ARTICLE 22 - DEFINITIONS

22.01 OBJECTIVE INTERPRETATION

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

22.02 TIME SPAN REFERENCES

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

22.03 SPECIFIC DEFINITIONS

The following definitions or 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:

Departments defined as:

- Front Desk (including bellperson)
- Housekeeping (including laundry)
- Maintenance

22.04 TYPES OF EMPLOYEES

Casual Employee:

An employee who works from time to time, on an Aon call basis@, but does not work on regular scheduled shifts.

Probationary Employee:

An employee who was hired into probationary status and who has not successfully completed the probationary period.

Regular Employee:

An employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis.

22.05 BANK ROLLING

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

ARTICLE 23 - COMMUNICATIONS MEETINGS

22.01 MEETINGS

The Parties to this Agreement realize that in part that the success of the enterprise depends on open honest and frank discussions from time to time on matters that may or may not be directly related to grievance-arbitration provisions of this agreement.

Accordingly the Parties agree to meet quarterly through the life of this agreement or more often (mutually agreed to) to discuss issues such as the organization of work and promotion of the enterprise. Not more than two (2) employees selected by the Union=s membership shall attend these meetings during normal business hours without loss of pay. Minutes shall be kept and a copy shall be faxed to the CAW National Office in New Westminster.

ARTICLE 24 - HARASSMENT

- 24.01** The Company and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability 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.
- 24.02** Sexual harassment means any repeated and/or unwelcomed words or actions made by a person who knows or ought to know it is unwelcome and includes but is not limited to the following:
- (a) Unnecessary touching or patting
 - (b) Suggestive remarks or other verbal abuse
 - (c) Leering at a person=s body
 - (d) Compromising invitations
 - (e) Demands for sexual favours
 - (f) Physical assault
- 24.03** A complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the General Manager or his/her designate and the President of the Local Union and deliver a copy to the alleged harasser.
- 24.04** The Parties agree that in the event of a complaint of sexual harassment it will be investigated thoroughly by both parties in confidence.
- 24.05** An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have the authority to:
- (a) Dismiss the grievance or complaint;
 - (b) Determine the appropriate discipline up to and including dismissal;
 - (c) Decide that the alleged harasser be transferred, demoted or decide to impose other terms or conditions necessary to provide final conclusive settlement of the grievance;
 - (d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.
- 24.06** Where sexual 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.
- 24.07** Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages

arising from a bonafide complaint of sexual harassment, including but not limited to hearing a Human Rights Complaint.

Dated at _____, BC this _____ day of _____, 2009.

For the Company:

For the Union:

Fareed Pirani

Denise Kellahan

Jean Van Vliet

Rose Katalinic

APPENDIX AA@ - WAGE AND CLASSIFICATIONS

Effective: **June 1st, 2008 to August 31st, 2010**

Classification

Front Desk	\$14.31
Night Audit	14.31
Switchboard	13.99
Bellperson	10.76
Room Attendant/ Laundry	13.84
Assistant Working Housekeeper	14.01
Maintenance	14.21

**** Should the 2009 rates at the Best Western Langley Hotel exceed the rates at the Pacific Inn, rates at the Pacific Inn will increase to match the Best Western rates.**

LETTER OF UNDERSTANDING #1

Between

SOUTH SURREY HOTEL LTD.

And

CAW LOCAL 3000

RE: WORK EXPERIENCE

The Parties to this Letter of Understanding agree that the provision of work experience for secondary school students is in the best interest of the community as a whole and students in particular. The purpose of this Letter of Understanding is to set in place the framework within which the work experience placements at the above-mentioned worksite shall operate.

The following terms and conditions must be met in order for a work experience placement to be acceptable:

TERMS OF REFERENCE	1.	For the purpose of this Agreement, work experience placements are identified as follows: a work experience placement is designed to introduce students to specific work experiences and skills by placing the student in a working environment for a prescribed period of time in order that the student can experience firsthand the demands of the workplace, jobs and skills she/he will face when entering the workforce.
EMPLOYMENT ISSUES	2.	A work experience placement is not to be made when such placement will replace a regular, part-time or casual worker who is on layoff or whose job has been eliminated due to budget cuts or downsizing. Should a layoff of any regular, part-time or casual worker(s) occur during the placement, the educational supervisor will be notified and the placement will be terminated.
	3.	At no time will a student be placed in a workplace during an industrial relations dispute between the union and the employer. If an industrial relations dispute arises during a work experience placement, the educational supervisor will be notified and the student will be removed from the workplace until such time as the dispute is resolved.

SAFETY ISSUES	4.	Before a student is placed in a work experience placement, she/he will be given general occupational health and workplace safety training.
	5.	On the first day of the work experience placement, the student will be given a site specific occupational health and safety training orientation before any hands-on tasks are performed.
	6.	It is the joint responsibility of the school district and employer to ensure that the student will be provided with all appropriate safety equipment needed for that worksite as required by the Workers= Compensation Board.
	7.	It is the responsibility of the school district to provide Workers= Compensation coverage for any student being placed in a work experience placement.
SUPERVISION ISSUES	8.	The student on a work experience placement must be supervised at all times by the worker(s) whose job she/he is learning. At no time will a student on a work experience placement be allowed to perform hands-on work unsupervised by the worker whose job the student is learning.
	9.	The worker who is assigned to supervise a student on a work experience placement will be provided with adequate time with the student without penalty or threat of discipline.
	10.	Where the workplace being considered for a work experience placement operates on a two or three shift basis, every effort will be made to place the student on the first (day) shift. In the case of a workplace operating on a seven-day rotation, every effort will be made to place the student on the Monday to Friday rotation. Where these two criteria cannot be met, the union must be notified in advance of any variation.
	11.	No student will be placed in a work area where confidentiality of records must be maintained. Where exclusion from such area is not possible, students must be given instruction concerning the protection of confidentiality.
	12.	Regular meetings between the partner union, employer and school district will be held to discuss the status of work experience placements.

	13.	Upon the start of a placement, the student will be given an orientation by a union representative as to the role of the union in the workplace.
NOTIFICATION OF INTENT TO PLACE A STUDENT	14.	Upon completion of a work study/work experience program agreement between the employer and the school district, on behalf of the student, the respective union will receive written notification of the intent to place a student on work experience, as well as a copy of the completed work study/work experience program Agreement. The union should notify the school district if they have concerns regarding a placement.
EXCEPTIONS	15.	The parties identified in this Letter of Understanding agree that the conditions identified for work experience placement will be adhered to and/or others as may be agreed to by the partners.

Dated at _____, BC this _____ day of _____, 2009.

For the Company:

For the Union:

Fareed Pirani

Denise Kellahan

Jean Van Vliet

Rose Katalinic

LETTER OF UNDERSTANDING #2

Between

SOUTH SURREY HOTEL LTD.

And

CANADIAN AUTO WORKERS (CAW) LOCAL 3000

RE: POSTINGS OF WORK SCHEDULES

The Employer agrees to post all work schedules on Friday. It is further agreed the banquet schedule will be posted downstairs.

Dated at _____, BC this _____ day of _____, 2009.

For the Company:

For the Union:

Fareed Pirani

Denise Kellahan

Jean Van Vliet

Rose Katalinic

LETTER OF UNDERSTANDING #3

Between

SOUTH SURREY HOTEL LTD.

And

CAW LOCAL 3000

RE: EXCLUDED STAFF PERFORMING BARGAINING UNIT WORK

Notwithstanding the provisions of Article 3.03, Performance of Bargaining Unit Work, of the Collective Agreement between us, the following excluded staff may regularly perform bargaining unit work in accordance with the following schedule:

Front Desk Coordinator	40 hours per week
Maintenance Coordinator	40 hours per week

Dated at _____, BC this _____ day of _____, 2009.

For the Company:

For the Union:

Fareed Pirani

Denise Kellahan

Jean Van Vliet

Rose Katalinic

LETTER OF UNDERSTANDING #4

Between

SOUTH SURREY HOTEL LTD.

And

CAW LOCAL 3000

Re: OPTIONAL HOURS OF WORK ON SIXTH DAY

Notwithstanding the provisions of Article 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 or her rights under this agreement. All sixth (6th) shifts must be offered in order of seniority.

Dated at _____, BC this _____ day of _____, 2009.

For the Company:

For the Union:

Fareed Pirani

Denise Kellahan

Jean Van Vliet

Rose Katalinic

LETTER OF UNDERSTANDING #5

Between

SOUTH SURREY HOTEL LTD.

And

CAW LOCAL 3000

RE: FOOD AND BEVERAGE DEPARTMENT

The Employer has confirmed that it is not intending to operate the food and beverage department at the hotel, and it has provided the Union with a copy of its current lease arrangements with a third party. However, it is agreed that if the Employer resumes responsibility for food and beverage services, or any part thereof, during the life of the renewed Collective Agreement, employees laid off on April 30, 2000, will be offered recall to employment in those resumed operations. Recall will be according to seniority as at the date of layoff and any returning employee will retain their seniority intact for all purposes. The rate of pay for returning employees will be that in existence at the time of the layoff, subject to such modification as may be mutually agreed between the Union and the Employer.

The Employer shall provide thirty (30) days notice to the Union of its intention to resume operations of food and beverage and any part thereof.

Dated at _____, BC this _____ day of _____, 2009.

For the Company:

For the Union:

Fareed Pirani

Denise Kellahan

Jean Van Vliet

Rose Katalinic

LETTER OF UNDERSTANDING #6

Between

SOUTH SURREY HOTEL LTD.

And

CAW LOCAL 3000

RE: FRONT DESK TRAINING PROGRAM

The Parties to this Agreement are committed to introducing your people into the hospitality sector and further agree that the Hotel=s Front Desk is the ideal place to learn aspects of the hospitality sector. Accordingly, for the period of May 1st to the Labour Day weekend, the Hotel may hire such persons as fixed term employees in training. Such employees shall be paid seventy-five percent (75%) of the Front Desk rate. It is agreed the Employer does not need to make contributions to CHIPS as outlined in Article 15 under these circumstances.

Dated at _____, BC this _____ day of _____, 2009.

For the Company:

For the Union:

Fareed Pirani

Denise Kellahan

Jean Van Vliet

Rose Katalinic

October 28, 1994

Pacific Inn
1160 King George Highway
White Rock, B.C.
V4A 4Z2

Dear Sir:

Notwithstanding the provisions of Article 4, Union Security, of the Collective Agreement between us, it is expressly understood and agreed that no employee covered by the Collective Agreement who had not, as of April 1, 1994, become a member of or made application for membership in this Union shall be required to become and remain a member as a condition of continued employment. Such employees will, however, be required to pay monthly union dues and the provisions of Article 4 regarding check-off, authorization and remittance will apply in respect of monthly dues and arrears, with necessary changes.

Yours truly,

Roger Crowther
National Representative

RC:jh

Dated this 28th day of October, 1994.