

# **COLLECTIVE AGREEMENT**

**Between**

**HOSPITALITY INDUSTRIAL RELATIONS  
on behalf of the  
TANTALUS RESORT LODGE**

**and**

**CANADIAN AUTO WORKERS  
LOCAL 3000**



**September 01, 2009 – August 31, 2012**

# TABLE OF CONTENTS

ARTICLE 1 - INTRODUCTION .....	1
1.01 PURPOSE .....	1
1.02 GENDER REFERENCES .....	1
ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT .....	1
2.01 DURATION .....	1
2.02 LABOUR RELATIONS CODE - SECTION 50(2) EXCLUDED.....	2
2.03 STRIKES AND LOCKOUTS .....	2
2.04 CONTRACTED SERVICES .....	2
2.05 EXTENT .....	2
ARTICLE 3 - UNION RECOGNITION .....	3
3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT.....	3
3.02 REFUSAL TO WORK WITH NON-UNION EMPLOYEES AND RECOGNITION OF LEGAL PICKET LINES .....	3
3.03 PERFORMANCE OF BARGAINING UNIT WORK.....	3
3.04 NO DISCRIMINATION.....	4
3.05 NATURE OF COMMUNICATIONS .....	5
3.06 VIOLENCE IN THE WORKPLACE .....	5
3.07 UNION BUTTONS .....	5
3.08 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS.....	5
3.09 UNION HOUSE OR UNION BAR.....	5
3.10 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS .....	6
ARTICLE 4 - UNION SECURITY .....	6
4.01 MEMBERSHIP.....	6
4.02 NEW EMPLOYEES .....	6
4.03 CHECK-OFF-ASSIGNMENT OF WAGES .....	6
4.04 CHECK-OFF PROCESS AND PROCEDURES .....	7
4.05 AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING .....	8
ARTICLE 5 - UNION STEWARDS .....	8
5.01 SHOP STEWARDS .....	8
5.02 MANAGEMENT AND UNION STEWARDS MEETING .....	9
ARTICLE 6 - RESERVATIONS TO MANAGEMENT .....	9
6.01 .....	9
6.02 .....	9
6.03 .....	10
6.04 .....	10

ARTICLE 7 - HOURS OF WORK.....	10
7.01 NORMAL STRAIGHT TIME HOURS OF WORK.....	10
7.02 SPLIT SHIFTS.....	10
7.03 SHIFT HOURS.....	11
7.04 MAXIMIZING THE LENGTH OF SHIFTS.....	11
7.05 ASSIGNMENT OF SHIFTS BY SENIORITY.....	11
7.06 DAYS OFF.....	12
7.07 PAYMENT FOR TIME IN LIEU OF BREAKS.....	12
7.08 UNPAID MEAL BREAKS.....	12
7.09 REST PERIODS.....	12
7.10 EMPLOYEE'S RESPONSIBILITY: WORK START TIME.....	13
7.11 WORK SCHEDULES.....	13
7.12 CHANGES IN WORK SCHEDULES.....	13
7.13 CALL IN.....	14
ARTICLE 8 - SENIORITY.....	15
8.01 SENIORITY ENTITLEMENT DEFINED.....	15
8.02 PROBATION.....	15
8.03 SENIORITY LISTS.....	15
8.04 ACCRUAL OF SENIORITY.....	16
8.05 SENIORITY LOST.....	16
8.06.....	16
ARTICLE 9 - LAYOFF AND RECALL.....	17
9.01 LAYOFF AND RECALL.....	17
ARTICLE 10 - ADMINISTRATION.....	17
10.01 WAGE RATES.....	17
10.02 COMBINED CLASSIFICATIONS.....	17
10.03 NEW CLASSIFICATIONS.....	17
10.04 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION.....	18
10.05 ELECTION DAYS.....	18
10.06 PAYROLL AND TIME ENTRY ERRORS.....	18
ARTICLE 11 - STATUTORY HOLIDAYS.....	18
11.01 STATUTORY HOLIDAYS.....	18
11.02 STATUTORY HOLIDAY FALLING ON DAY OFF.....	19
11.03 PAYMENT FOR STATUTORY HOLIDAY.....	19
11.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY.....	19
11.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT.....	19
11.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION.....	20
ARTICLE 12 - ANNUAL VACATION.....	20
12.01 ANNUAL VACATION PAY: CASUAL EMPLOYEES AND EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE.....	20
12.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS.....	20
12.03 VACATION SCHEDULING PREFERENCE BY SENIORITY.....	21
12.04 VACATIONS TO BE TAKEN AT A TIME MUTUALLY AGREED UPON.....	21
12.05 CREDITS ON TRANSFER WITH SAME EMPLOYER.....	21
ARTICLE 13 - HEALTH AND WELFARE.....	22
13.01.....	22
13.02.....	22
13.03.....	22
13.04 Vision Care.....	22

ARTICLE 14 - LEAVES OF ABSENCE .....	22
14.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE.....	22
14.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS.....	23
14.03 COURT ATTENDANCE .....	23
14.04 BEREAVEMENT LEAVE .....	23
14.05 JURY AND WITNESS DUTY .....	24
14.06 GENERAL LIMITATION ON LEAVES OF ABSENCE .....	24
14.07 COMPASSIONATE LEAVE .....	24
ARTICLE 15 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS.....	24
15.01 PROTECTED WORKING CONDITIONS .....	24
15.02 EMPLOYEE ATTENDANCE AT STAFF MEETINGS .....	25
15.03 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY.....	25
15.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS .....	25
15.05 PERSONAL EFFECTS .....	26
15.06 COMPENSATION TO EMPLOYEES RE: ENFORCEMENT OF HOUSE RULES FOR PATRONS .....	26
15.07 SEVERANCE ALLOWANCE .....	26
15.08 LIMITATION ON EMPLOYEE ENTITLEMENTS .....	26
ARTICLE 16 - HEALTH AND SAFETY .....	27
16.01 HEALTH & SAFETY .....	27
16.02 FIRST AID ATTENDANT .....	27
16.03 LIGHT DUTY .....	27
ARTICLE 17 - EMPLOYEE CONDUCT AND DRESS.....	27
17.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES .....	27
17.02 AUTHORITY RE CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS.....	27
17.03 UNIFORMS.....	27
17.04 CONTROL OF ABSENTEEISM .....	28
ARTICLE 18 - DISCIPLINE AND DISCHARGE OF EMPLOYEES .....	28
18.01 .....	28
ARTICLE 19 - GRIEVANCE/ARBITRATION PROCEDURE .....	29
19.01 DEFINITION AND RECOGNITION OF A GRIEVANCE .....	29
19.02 INFORMAL STEP .....	29
19.03 STEP ONE.....	29
19.04 STEP TWO.....	29
19.05 STEP THREE .....	30
19.06 UNION AND EMPLOYER POLICY OR GENERAL GRIEVANCE .....	30
19.07 TIME LIMITS.....	30
19.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES .....	30
19.09 SINGLE ARBITRATOR.....	30
19.10 ARBITRATION HEARING AND AWARD .....	31
19.11 AUTHORITY OF THE ARBITRATOR .....	31
19.12 COST SHARING.....	31
19.13 OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE .....	31
19.14 BINDING RECOMMENDATIONS .....	33
19.15 FAST TRACK MED/ARB PROCESS .....	33

ARTICLE 20 - DEFINITIONS .....	35
20.01 OBJECTIVE INTERPRETATION .....	35
20.02 TIME SPAN REFERENCES .....	35
20.03 SPECIFIC DEFINITIONS .....	35
20.04 TYPES OF EMPLOYEES .....	35
20.05 BANK ROLLING .....	36
APPENDIX "A" .....	38
WAGE RATES .....	38
LETTER OF UNDERSTANDING #1 .....	39
RE: TRAVEL ALLOWANCE .....	39
LETTER OF UNDERSTANDING #2 .....	40
RE: PARKING .....	40
LETTER OF UNDERSTANDING #3 .....	41
RE: TRAINING NEW STAFF .....	41
LETTER OF UNDERSTANDING #4 .....	42
RE: MAXIMIZATION OF HOURS .....	42
LETTER OF UNDERSTANDING #5 .....	43
RE: SNOW DAYS .....	43

## **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 September 1, 2009 to and including August 31, 2012.

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) 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 CONTRACTED SERVICES**

- (a) The Employer agrees that all work coming under the jurisdiction of this Union, in the certified area, performed by anyone, on behalf of, or at the instance of the Employer, directly or indirectly under contract or sub-contract, shall be performed by employees who are members of this Union or who shall become members. The terms and conditions of employment for all of these employees will be those set out in this Collective Agreement and all employees will be covered under the terms and conditions of a single Collective Agreement.
- (b) Notwithstanding any other Clause or Article in the Collective Agreement, any service which is currently contracted out or in may continue to be contracted during the term of the Collective Agreement.

## **2.05 EXTENT**

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

## **ARTICLE 3 - UNION RECOGNITION**

### **3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board, 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) Refusal on the part of Union members to work with non-union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union office.
- (b) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this article, a "legal picket line" shall mean only those picket lines expressly permitted under Sections 65(1) and (2) of the Labour Relations Code of British Columbia.
- (c) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

### **3.03 PERFORMANCE OF BARGAINING UNIT WORK**

- (a) 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 classifications except in cases of emergency when regular employees are not available.
- (b) The positions of Front Office Manager, Assistant Front Office Manager, Executive Housekeeper and Chief Engineer are excluded from the bargaining unit. Notwithstanding (a) above, the past practice of these classifications performing work within the bargaining unit will continue for the duration of the Collective Agreement.

### 3.04 NO DISCRIMINATION

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.
- (b) “Harassment” means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee’s work performance or creating a hostile or offensive work environment.
- (c) “Sexual Harassment” includes any of the conduct described above which is of a sexual nature or which is directed at any employee on the basis of that employee’s gender.
- (d) “Discrimination” means any conduct which is prohibited under the B.C. Human Rights Act and regulations and amendments made thereto, and shall include discrimination on the basis of any employee’s age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or participation in its activities.
- (e) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 20 of this Agreement.
- (f) In the event an employee alleges they have been harassed, sexually harassed or discriminated against by another employee, the Employer and the Union shall carry out a joint investigation of the complaint. If an employee alleges harassment, sexual harassment or discrimination by a member of management, the Employer shall carry out forthwith an independent investigation into the allegation. The Employer shall advise the Union within ten (10) days that such an investigation has taken place. In the event the allegation forms the basis of a grievance, the Employer agrees to conduct a joint investigation with the Union.
- (g) Any information arising from an investigation undertaken pursuant to 3.02(d) and (e) shall remain confidential but shall be provided to the Union.
- (h) In the event that a grievance filed pursuant to Article 20 involved allegations against management personnel, the Employer shall ensure that there is no contact between the management employee and the grievor without loss of pay and benefits for the grievor.
- (i) The Employer shall post conspicuously in the work place a policy regarding harassment and discrimination.

### **3.05 NATURE OF COMMUNICATIONS**

Every employee, Union or management representative is entitled to fair treatment in the workplace and shall not discriminate against any person as per the British Columbia Human Rights Act.

Furthermore, parties to this Agreement and those governed by said Agreement shall ensure that all members of hotels in this Agreement are treated equally with integrity, trust and respect. The Company and the Union shall endeavour at all times to promote a work environment which is supportive of the productivity, personal goals and self-esteem of every employee. To this end, both parties will maintain open lines of communications and shall promote a good relationship built on mutual trust and respect.

### **3.06 VIOLENCE IN THE WORKPLACE**

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

- (a) The Employer shall immediately conduct an investigation into the act of threatened act of violence.
- (b) A written report shall be produced by Management within seven (7) days of the Employer becoming aware of the incident.
- (c) The Union shall be provided with a copy of this report.
- (d) No complainant shall suffer loss of wages or benefits while the matter is pending resolution.
- (e) This Article does not limit Management's ability to discipline employees.

### **3.07 UNION BUTTONS**

An employee may wear the Union button without being disciplined.

### **3.08 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS**

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

### **3.09 UNION HOUSE OR UNION BAR**

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

### **3.10 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS**

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

## **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.
- (c) The Employer agrees that it shall provide the name, classification and first schedule of a new hire to the Shop Steward.

### **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 the 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 paycheque 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.
- (h) The Employer agrees to show on each employee's T4 Form, the amount of Union dues deducted.

#### **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 Shop Stewards in each of the Employer's operations. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.
- (b) The Employer agrees to recognize a duly appointed or elected Shop Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Shop Steward's first obligation is the fulfillment of his/her responsibilities as an employee. During his/her working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.

- (d) The 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 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 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) All Stewards 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 Shop Steward agrees there are no problems it will not be necessary to convene the monthly meetings.
- (e) The scheduling of such meetings will be consistent with the needs of the operation.
- (f) It is agreed that this Article satisfies the requirement to establish a joint consultation committee for the purposes of Section 53 of the Labour Relations Code.

## **ARTICLE 6 - RESERVATIONS TO MANAGEMENT**

- 6.01** The Union recognizes the right of the Employer to 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 terms of the Agreement.

## **ARTICLE 7 - HOURS OF WORK**

### **7.01 NORMAL STRAIGHT TIME HOURS OF WORK**

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
- i. not more than eight (8) hours in any one day
  - ii. not more than five (5) working days in any seven (7) day period;
  - iii. not more than forty (40) hours in any five (5) working day period.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at a rate not less than as per the overtime provisions contained in the Employment Standards Act of B.C. which was in effect July 2002.
- (c) It is understood that shuttle drivers may be assigned shifts of ten (10) hours on a four day week basis without paying overtime.

### **7.02 SPLIT SHIFTS**

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

- (c) The Premiums shall be as follows:
  - i. seven (7) hours worked for seven and a half (7 1/2) hours straight time pay
  - ii. eight (8) hours worked for eight and a half (8 1/2) hours straight time pay

### **7.03 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.

### **7.04 MAXIMIZING THE LENGTH OF SHIFTS**

- (a) The Employer is obligated to schedule the maximum number of eight (8) hour shifts before instituting shifts of lesser hours.
- (b) The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts.

### **7.05 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.

#### **7.06 DAYS OFF**

All employees shall receive two consecutive days off unless otherwise mutually agreed to.

#### **7.07 PAYMENT FOR TIME IN LIEU OF BREAKS**

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

#### **7.08 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) nor more than one (1) hour on the employees own time.

#### **7.09 REST PERIODS**

- (a) All employees are entitled to rest periods in accordance with the following schedule:
  - i. Four (4) hours - one fifteen (15) minute rest period
  - ii. Five (5) hours - one fifteen (15) minute rest period
  - iii. Six (6) hours - one fifteen (15) minute rest period
  - iv. Seven (7) hours - two (2) fifteen (15) minute rest periods
  - v. Eight (8) hours - two (2) fifteen (15) minute rest periods
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.

## **7.10 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.

## **7.11 WORK SCHEDULES**

- (a) The Employer agrees to post all Work Schedules by Thursday, at 2:00 p.m. for the following week. The 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 time
  - finishing time
- (b) The parties recognize that scheduling an employee eight (8) hours after his/her last shift may cause hardship. The Employer shall advise its Managers to consider the impact of short rest periods when creating schedules.
- (c) 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.
- (d) 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.
- (e) An Employer will provide the Shop Steward with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.

## **7.12 CHANGES IN WORK SCHEDULES**

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned

schedule, the Employer may give notice of less than forty-eight (48) hours, but not less than twenty-four (24) hours, when changing work schedules.

- (c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (e) In situations where an employee has not been provided with notice of a change in 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:
  - four (4) 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.
- (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 7.12 (b) and (c).

### **7.13 CALL IN**

- (a) It is understood that when calling employees for work on the same day, the Employer needs to proceed expeditiously in order to meet its tight time limits. In this regard, the Employer will proceed by contacting the three (3) most senior employees. It will assign the shift to the most senior person who responds within fifteen (15) minutes of the call. The process will then be repeated with the three (3) next most senior employees if necessary and so on.
- (b) When calling employees for work for the next work day, the Employer will proceed by calling the three (3) most senior employees. The three (3) senior employees will be given time until 9:00 p.m. to respond. The most senior employee who responds by 9:00 p.m. will be assigned the shift. The process will then be repeated with the three (3) next most senior employees if necessary who will be given until 11:00 p.m. to respond and so on.

## **ARTICLE 8 - SENIORITY**

### **8.01 SENIORITY ENTITLEMENT DEFINED**

- (a) Seniority is defined as length of service from date of hire within a classification within a department.
- (b) For purposes of Article (Vacation) seniority will be based on the original date of hire at the Tantalus Resort Lodge.

### **8.02 PROBATION**

- (a) All new employees shall be on probation for three hundred and twenty (320) hours worked or ninety (90) calendar days of employment from the date of hire, whichever occurs first.
- (b) Only those employees who have successfully completed their probationary period are entitled to claim the rights arising out of seniority. After the employee has successfully completed his/her probationary period, his/her seniority shall be calculated from the date of hire.
- (c) If there is more than one (1) probationary employee in a classification, the majority of hours on a weekly basis shall be assigned based on the date of hire.
- (d) For the first six (6) months of employment, twenty-five percent (25%) less than applicable classification wage rate contained in Schedule "A".
- (e) For the following three (3) months of employment, twelve and one-half percent (12.5 %) less than the applicable classification wage rate contained in Schedule "A".
- (f) The starting rate shall not apply to Cooks, Tradesmen or other specialized categories of employees by agreement of the parties.

### **8.03 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 on February 1st and August 1st of each year. The ending date for the calculations will be December 31st for the February list and June 30th for the August list.
- (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) New employees will be added to the list at the time they attain seniority.
- (d) 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.

#### **8.04 ACCRUAL OF SENIORITY**

Seniority will be accrued during:

- (a) time lost as a result of occupational illness or injury;
- (b) authorized leaves of absences;
- (c) parental and maternity leave in accordance with the Employment Standards Legislation in effect;
- (d) lay-off for a period up to ten (10) months. Should there be a layoff of an employee as a result of renovations the recall period shall be extended by the length of the closure due to renovations.

#### **8.05 SENIORITY LOST**

Seniority will be lost when an employee:

- i. receives severance pay in accordance with this Agreement under Article 15.07;
- ii. voluntarily terminates his/her employment;
- iii. is discharged for just and reasonable cause;
- iv. is recalled to work and does not report to work as per recall procedure;
- v. he/she does not return to work on the date specified following an approved leave of absence other than medical;
- vi. is on lay-off in excess of ten (10) consecutive months or the length of any Hotel renovations, whichever is longer.

**8.06** An employee appointed to a position outside of the bargaining unit shall retain his/her accrued seniority for a period not to exceed thirty (30) days from the date of appointment. Thereafter, the employee's name shall be deleted from the seniority list, and his/her accrued seniority shall be cancelled.

## **ARTICLE 9 - LAYOFF AND RECALL**

### **9.01 LAYOFF AND RECALL**

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off.
- (b) In the event of a layoff, the order of layoff within the affected classification and department shall be as follows:  
  
probationary employees, then employees with seniority.
- (c) 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.
- (d) 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-six (66) hours from the time of such notification shall be considered to have resigned without notice.
- (e) The report time in 9.01(d) may be extended by mutual agreement.

## **ARTICLE 10 - ADMINISTRATION**

### **10.01 WAGE RATES**

The minimum 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.

### **10.02 COMBINED CLASSIFICATIONS**

All employees shall be entitled to receive for each hour of work the actual hourly wage rate which applies to the classification in which the work is performed.

### **10.03 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.

#### **10.04 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.

#### **10.05 ELECTION DAYS**

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

#### **10.06 PAYROLL AND TIME ENTRY ERRORS**

In the event that the Employer makes a payroll error which results in a shortage in the employee's pay cheque, the Employer will issue a separate cheque to correct the error within twenty-four (24) hours (excluding Saturday, Sunday and Statutory Holidays) of becoming aware of the error providing the controller is not away on business or vacation.

### **ARTICLE 11 - STATUTORY HOLIDAYS**

#### **11.01 STATUTORY HOLIDAYS**

The following shall be considered statutory holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	One Floating Holiday

Effective July 1, 2007

After one (1) year of service the Floating Holiday will be taken within one year the employee's anniversary date to be taken at a time mutually agreed between the Employer and the Employee.

## **11.02 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 11.03 (b).

## **11.03 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 he/she has worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal days pay for New Year's Day, Christmas Day 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 his/her normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above.
- (d) An employee who works more than his/her regularly scheduled hours shall be paid double time and one-half (2 1/2) for all such additional hours worked.

## **11.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY**

- (a) To be eligible to receive pay for a statutory holiday, an employee must work his/her last regularly scheduled shift immediately prior to the holiday and his/her 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.

## **11.05 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, he/she shall not receive any pay for such holiday.

## **11.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION**

- (a) Should any statutory holiday occur during an employee's vacation period, the formula in 11.03 (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 11.03 (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 11.03 (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 12 - ANNUAL VACATION**

### **12.01 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.

### **12.02 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>Annual Vacation Pay</b>
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%

7 years but less than 18 years	4 weeks	8%
18 years or more	5 weeks	10%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment subject to 8.01(b) and 12.05 of this Agreement.
- (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 earning" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

**12.03 VACATION SCHEDULING PREFERENCE BY SENIORITY**

Employees shall have preference in respect to annual vacations, within their department and classification according to the Seniority List, provided they file applications before February 28th of each year for vacations to be taken during that year.

An employee must make a request in writing using the Vacation Request Form. The Employer will respond within fourteen (14) days.

Requests for vacation received after February 28th of each year will be handled on a first come, first served basis.

**12.04 VACATIONS TO BE TAKEN AT A TIME MUTUALLY AGREED UPON**

- (a) All vacations shall be taken at a time to be mutually agreed upon by the Employer and the employee during the year following the anniversary date.
- (b) Employees may request that their vacations be banked for one (1) year but must be taken in the following anniversary year. Such requests will not be unreasonably denied.

**12.05 CREDITS ON TRANSFER WITH SAME EMPLOYER**

Where an Employer owns, operates or has shares in other hotels covered by this Agreement and transfers an employee to such an operation, all vacation and severance benefits will continue.

It is clearly understood that where an employee requests a transfer, Section 12.05 shall not apply.

**ARTICLE 13 - HEALTH AND WELFARE**

**13.01** The Employer agrees to provide employees benefits as per the Delta Hotels and Resorts.

**13.02** The Employer agrees to contribute to the Medical Services Plan of BC on the following basis:

	<u>Employer</u>	<u>Employee</u>
January 1, 2007	60%	40%
January 1, 2008	75%	25%
February 1, 2009	100%	

**13.03** The Employer agrees to contribute to the Great West Life on the following basis:

	<u>Employer</u>	<u>Employee</u>
January 1, 2008	80%	20%
January 1, 2009	100%	

**13.04 Vision Care**

Effective the date of ratification Vision care is amended to provide two hundred and fifty dollars (\$250) every twenty four (24) months.

**ARTICLE 14 - LEAVES OF ABSENCE**

**14.01 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 five (5) 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.

#### **14.02 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 or as a member of a negotiating committee. Written notice shall be given at least fourteen (14) days whenever possible 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 fourteen (14) days whenever possible 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 fourteen (14) days whenever possible 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.

#### **14.03 COURT ATTENDANCE**

Any employee covered by this Agreement who may be required and/or is summoned 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.

#### **14.04 BEREAVEMENT LEAVE**

- (a) A regular employee will be granted three (3) days off without loss of pay in the event of the death of a member of 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, mother-in-law, grandparents, stepchildren or stepparents.
- (c) For purposes of this article, "spouse" shall be defined to include common-law spouse.

#### **14.05 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.

#### **14.06 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.

#### **14.07 COMPASSIONATE LEAVE**

In the case of serious illness in the family and where there is no other caregiver available, the Employer shall grant reasonable leave of absence without pay.

### **ARTICLE 15 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS**

#### **15.01 PROTECTED WORKING CONDITIONS**

- (a) All working conditions at present in force which are not specifically mentioned in this Agreement and which are not contrary to its general purpose and intent shall continue in full force and effect unless cancelled or terminated in accordance with the terms of this article.
- (b) Any working condition which was implemented by the Employer on a conditional basis can be terminated when the terms of the condition have been exhausted or fulfilled, or the condition has been withdrawn.
- (c) Any other working condition which was granted by the Employer but which is not specifically provided for in this Agreement may be cancelled by the Employer by:
  - i. serving the Union with written notice within thirty (30) days of the ratification of this Agreement, or
  - ii. serving the Union with written notice of cancellation effective on the last day of each year of this Collective Agreement.

## **15.02 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.

## **15.03 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 if such employee has been absent for a period of five (5) calendar days.
- (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 returning employee will be placed on the next posted work schedule.

## **15.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS**

- (a) No employee shall be compelled to or allowed to enter into any individual contract of 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.

#### **15.05 PERSONAL EFFECTS**

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

#### **15.06 COMPENSATION TO EMPLOYEES RE: ENFORCEMENT OF HOUSE RULES FOR PATRONS**

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

#### **15.07 SEVERANCE ALLOWANCE**

Effective July 1, 1995 including service from July 1, 1994 or date of hire, whichever is later, all employees, upon termination, shall receive twelve (12) hours pay for each year of continuous service in the establishment.

Employees who qualify under this clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours pay.

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

This clause does not apply to employees terminated for culpable reasons.

#### **15.08 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.

## **ARTICLE 16 - HEALTH AND SAFETY**

### **16.01 HEALTH & 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. To be improved upon by the Committee dealing with health and safety issues.
- (c) Issues arising under this article may be dealt with under Article 5.02.

### **16.02 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.

### **16.03 LIGHT DUTY**

The Employer will provide advance notification to the Union of any light duty or modified work arrangements which it intends to discuss with any bargaining unit employee.

## **ARTICLE 17 - EMPLOYEE CONDUCT AND DRESS**

### **17.01 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.

### **17.02 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.

### **17.03 UNIFORMS**

Where the Employer requires special uniforms to be worn, such uniforms will be supplied to the employees.

#### **17.04 CONTROL OF ABSENTEEISM**

Recognizing that the absenteeism by employees creates staffing and scheduling problems, disruption in the work place to the detriment of other employees and increased cost to the detriment of all parties, the Employer is entitled to use any or all of the following measures in the control of absenteeism:

- (i) the Employer may require an employee to provide a medical certificate as evidence of the employees' illness or injury as a cause for the employee's absence from work.
- (ii) every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on his/her behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances, and in the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.
- (iii) where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfilment of the employment relationship with the Employer, the Employer may terminate the services of the employees.
- (iv) in relation to any provision in this Collective Agreement where an Employer is entitled to require medical evidence of an employee's ability to return to work or to continue to work, the Employer may require that the employee be examined by and present a medical certificate from a physician selected by the Trustees of the Health and Welfare Plan. In the event that an Employer requires an employee to submit to such an examination, any resulting charge by the doctor which is not paid by the employee's medical insurance plan, will be paid by the Employer.

#### **ARTICLE 18 - DISCIPLINE AND DISCHARGE OF EMPLOYEES**

- 18.01** (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.
- (e) The Employer shall copy the Shop Steward on formal discipline letters. A breach of this Clause will not void any discipline letter issued.

## **ARTICLE 19 - GRIEVANCE/ARBITRATION PROCEDURE**

### **19.01 DEFINITION AND RECOGNITION OF A GRIEVANCE**

Any complaint, disagreement or difference 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.

### **19.02 INFORMAL STEP**

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward for the department in which the employee works. Where no Department Steward exists, the employee may choose to be accompanied by the Hotel Shop Steward.

### **19.03 STEP ONE**

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

### **19.04 STEP TWO**

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the shop chairperson 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.

### **19.05 STEP THREE**

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

- 1) the Optional Grievance Procedure provided for in Article 19.13;
- 2) a single Arbitrator;
- 3) a Settlement Officer appointed under Section 87 of the Labour Relations Code;
- 4) use the Fast Track Med/Arb Process in Article 19.15.

### **19.06 UNION AND EMPLOYER POLICY OR GENERAL GRIEVANCE**

The Union or the Employer may file policy or general grievances. Such grievances shall be filed at Step Two of the Grievance Procedure.

### **19.07 TIME LIMITS**

A grievance or dispute shall commence within the time limit provided, otherwise it shall be deemed to be abandoned. The time limits may be extended by mutual consent of the parties.

### **19.08 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.

### **19.09 SINGLE ARBITRATOR**

- (a) Seven (7) full days (excluding Sundays and Holidays) shall be allowed for the setting 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.

#### **19.10 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.

#### **19.11 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.

#### **19.12 COST SHARING**

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

#### **19.13 OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE**

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

- (a) **Purpose and Scope**
  - (i) Recognizing that there are times and circumstances in which it may be necessary to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties have agreed to provide for an Optional Grievance Investigation Procedure.
  - (ii) The process is intended to complement the Grievance and Arbitration Procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.
- (b) **Optional Grievance Investigation Procedure**

(i) As provided for in Section 103 of the Labour Relations Code of British Columbia, where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties will appoint one of the persons named herein as “Investigators”, or a substitute agreed to by the parties, to:

- 1) investigate the difference;
- 2) define the issue in the difference, and
- 3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

(c) **Cost Sharing**

As provided for in Section 103 of the Labour Relations Code of British Columbia, each party shall pay one-half (1/2) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or the Investigator’s substitute.

(d) **Investigators - Alternates Agreed to, and Selection**

- (i) The parties have agreed that for the term of this Agreement, the persons named in a Letter of Understanding will be recognized as their “Investigators” for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment.
- (ii) Selection of a particular named individual to serve in each instance shall be by agreement of the parties. Should the parties fail to agree on the selection, then the person next on the list shall be chosen.

(e) **Option Choice and Timing**

- (i) Either party may choose to implement the investigation procedure provided that all Steps of the Grievance Procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.
- (ii) The party wishing to use the investigation procedure shall notify the other party of the decision, within five (5) working days of the receipt of the reply at the last Step of the Grievance Procedure. Such notification must be in writing.
- (iii) The party receiving notification may refuse to accept the Investigator Procedure, in which case, the arbitration provisions of

this Agreement are then available and the time limit contained in that Article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within five (5) working days.

#### **19.14 BINDING RECOMMENDATIONS**

While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the appointment of the Investigator.

#### **19.15 FAST TRACK MED/ARB PROCESS**

- (a) Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined in Article 19 of the Collective Agreement.
- 1) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement. (C.A.W. and H.I.R.)
  - 2) The outcome will be binding on both parties.
  - 3) The cost will be borne in accordance with Section 103 of the Labour Relations Code, i.e., Employer - one-half (1/2), Union - one-half (1/2).
  - 4) The procedure cannot be used should an application for a Settlement Officer, under Section 87 of the Labour Relations Code, have been made by either party.
  - 5) No legal counsel will be used by either party. The Union will use elected officers or Union representatives. H.I.R. will use employees of their Industrial Relations Office.
  - 6) The number of cases to be heard at any given time will not exceed three (3).
  - 7) The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.
  - 8) Wherever possible, the arbitrator will attempt to mediate a settlement between the parties.
  - 9) In such case that the arbitrator must write a decision, such decision shall be brief and to the point.

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

## **ARTICLE 20 - DEFINITIONS**

### **20.01 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.

### **20.02 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.

### **20.03 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:

Department defined as:

- Front Office
- Maintenance
- Housekeeping

### **20.04 TYPES OF EMPLOYEES**

#### **Casual Employee:**

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

#### **Temporary Employee:**

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

#### **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.

#### **20.05 BANK ROLLING**

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

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

Signed this                      day of    , 2010.

**HOSPITALITY INDUSTRIAL  
RELATIONS**

**CANADIAN AUTO WORKERS,  
LOCAL 3000**

\_\_\_\_\_  
Mike Kohari  
General Manager

\_\_\_\_\_  
Sheryl Mundy  
Committee Person

\_\_\_\_\_  
Dan Pelletier  
Hospitality Industrial Relations

\_\_\_\_\_  
Gail St. Croix  
Committee Person

\_\_\_\_\_  
Nina Hansen  
Service Representative – Local 3000

\_\_\_\_\_  
Pete Smith  
CAW National Representative

**APPENDIX "A"**

**WAGE RATES**

	<b><u>Sept 1/09</u></b>	<b><u>Feb 1/10</u></b>	<b><u>Sept 1/10</u></b>	<b><u>Sept 1/11</u></b>
Housekeeping	17.02	17.19	17.71	18.06
Desk	17.05	17.22	17.74	18.09
Maintenance	18.35	18.53	19.09	19.47
Shuttle Bus Driver	14.91	15.36	15.82	16.30

A Supervisory Premium of fifty cents (\$.50) per hour will be paid to the person in Housekeeping who replaces the regular supervisor. This position will be filled by way of posting and training to the Delta Hotel standard. Seniority will not determine the candidate.

**RRSP**

Effective January 1, 2006 the Employer will pay ten cents (\$0.10) per hour into a RRSP. On January 1, 2007 this contribution will increase to fifteen cents (\$0.15) per hour and on January 1, 2008 it will increase to twenty cents (\$0.20) per hour. Employees participating in the Plan will match the Employer's contributions through payroll deductions.

**LETTER OF UNDERSTANDING #1**

Between: Tantalus Resort Lodge

And: CAW Local 3000

**RE: TRAVEL ALLOWANCE**

Effective the date of ratification all employees who reside more than thirty (30) km. from the Tantalus Resort Lodge will be paid a travel allowance of eight dollars and seventy-five cents (\$8.75) per day for each day which they perform work. Effective July 1, 2010 this will increase to nine dollars (\$9.00). Effective July 1, 2011 this will increase to nine dollars and twenty five cents (\$9.25).

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**HOSPITALITY INDUSTRIAL  
RELATIONS**

**CANADIAN AUTO WORKERS,  
LOCAL 3000**

\_\_\_\_\_  
Mike Kohari  
General Manager

\_\_\_\_\_  
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Committee Person

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Dan Pelletier  
Hospitality Industrial Relations

\_\_\_\_\_  
Gail St. Croix  
Committee Person

\_\_\_\_\_  
Nina Hansen  
Service Representative – Local 3000

\_\_\_\_\_  
Pete Smith  
CAW National Representative

**LETTER OF UNDERSTANDING #2**

Between: Tantalus Resort Lodge

And: CAW Local 3000

**RE: PARKING**

Subject to the requirements of Hotel guests, the Employer will provide free parking to all employees.

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

Signed this                      day of                      , 2010.

**HOSPITALITY INDUSTRIAL  
RELATIONS**

**CANADIAN AUTO WORKERS,  
LOCAL 3000**

\_\_\_\_\_  
Mike Kohari  
General Manager

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Committee Person

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Nina Hansen  
Service Representative – Local 3000

\_\_\_\_\_  
Pete Smith  
CAW National Representative

**LETTER OF UNDERSTANDING #3**

Between: Tantalus Resort Lodge

And: CAW Local 3000

**RE: TRAINING NEW STAFF**

When senior room attendants are directed by management to train new staff, they shall receive a lighter workload. New staff shall receive a minimum of two (2) eight (8) hour training shifts. In the judgement of the Employer, this training may be extended up to ten (10) eight (8) hour training days.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**HOSPITALITY INDUSTRIAL  
RELATIONS**

**CANADIAN AUTO WORKERS,  
LOCAL 3000**

\_\_\_\_\_  
Mike Kohari  
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Service Representative – Local 3000

\_\_\_\_\_  
Pete Smith  
CAW National Representative

**LETTER OF UNDERSTANDING #4**

Between: Tantalus Resort Lodge

And: CAW Local 3000

**RE: MAXIMIZATION OF HOURS**

The Parties agree that on occasion the only way to maximize hours of work is to schedule an employee on a sixth and/or seventh consecutive day. It is understood that the affected employee will have a choice between working a sixth and/or seventh consecutive calendar day at the regular pay rate or accepting less than forty (40) hours of work per week.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**HOSPITALITY INDUSTRIAL  
RELATIONS**

**CANADIAN AUTO WORKERS,  
LOCAL 3000**

\_\_\_\_\_  
Mike Kohari  
General Manager

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Gail St. Croix  
Committee Person

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Nina Hansen  
Service Representative – Local 3000

\_\_\_\_\_  
Pete Smith  
CAW National Representative

**LETTER OF UNDERSTANDING #5**

Between: Tantalus Resort Lodge

And: CAW Local 3000

**RE: SNOW DAYS**

The Parties agree that the previous practice in regard to snow days is extinguished.

The Parties agree further that in the event an employee is late in arriving at work due to adverse snow conditions the employee, at their election will be provided work to ensure they will work the same number of hours they have been scheduled.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**HOSPITALITY INDUSTRIAL  
RELATIONS**

**CANADIAN AUTO WORKERS,  
LOCAL 3000**

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