

COLLECTIVE AGREEMENT

BETWEEN

COAST HOTELS LTD.

Operating as

COAST PLAZA HOTEL & SUITES

- AND -

UNITE HERE, LOCAL 40

2009 - 2012

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ARTICLE 1 INTRODUCTION

1.01 PURPOSE OF THIS AGREEMENT

(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, waste, 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 IDENTITY OF THE "EMPLOYER"

For the purpose of this Agreement the Employer shall mean the present Employer signatory to this Agreement and/or any purchaser, lessee or transferee of the operation.

1.03 GENDER REFERENCES

Whenever the male gender is used in this Agreement, it shall be understood to include the female gender.

ARTICLE 2 DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION OF AGREEMENT

(a) The current Collective Agreement shall be from March 1, 2009 and expires on February 29, 2012, subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.

(b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

- (i) the Union commences a legal strike; or
- (ii) the Employer commences a legal lockout; or
- (iii) the parties enter into a new or further Agreement.

(c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

(d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered, a delivery receipt must be obtained.

2.02 EXCLUSION OF LABOUR RELATIONS CODE SECTION 50(2)

The operation of Section 50(2) of the Labour Relations Code is hereby excluded from, and does not apply to this Agreement.

2.03 WORK INTERRUPTION PROHIBITED

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

Subject only to the provisions contained in the Letter of Understanding which is appended to, and which forms a part of this Agreement, the Employer agrees that all work coming under the jurisdiction of the Union, performed by anyone on behalf of, or at the instance of the Employer, directly or indirectly under contract or subcontract, shall be performed by employees who are members of the Union, or who shall become members in accordance with the terms and conditions as set out in the Agreement.

2.05 IMPACT OF LEGISLATION

(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 AND RELATED

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 as the case might be, subject to the exclusions already recognized by the parties, or subsequently ordered by the Labour Relations Board or recognized by the parties.

(b) For the 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 with a minimum of twenty-four (24) hours notice.

(b) No employee shall be required to cross a legal picket line arising from a strike or lockout. For the purposes of this Article 3.02, "legal picket line" shall mean only a picket line expressly permitted under Section 65 of the Labour Relations Code.

(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

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 purpose of instruction, experimentation, 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.

3.04 DISCRIMINATION AND SEXUAL HARASSMENT

(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) The Employer, the Union and all employees have an obligation to make every reasonable effort to eliminate harassment in the work place.

(c) Complaints of harassment will be thoroughly investigated. Alleged failure by any party to deal with a harassment complaint may be the subject of a grievance pursuant to this Agreement.

(d) Human Rights: All employees must be afforded all benefits of the prevailing *Human Rights Act*.

(e) Workplace Violence: It is recognized that at certain work sites or in certain work situations, employees may be at risk of physical violence or verbal abuse from the public. Both parties to this Agreement shall work together to enhance and further develop the Employer's *Violence in the Workplace Policy of 1997* with a view of limiting risk to employees.

3.05 UNION BUTTONS

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

3.06 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS

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

3.07 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS

(a) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced. The Employer is entitled to require an individual to substantiate that he/she 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.

(e) This right is restricted and limited to the investigation of all employees covered by the certification.

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 International Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this province.

(c) For the purpose of this Article, the term "good standing" is defined to refer only and be limited to the payment of Union membership dues and initiation fees.

4.02 NEW EMPLOYEES

(a) The Employer agrees to acquaint each new employee with the fact that a collective agreement is in effect, and with the conditions of employment which are set out in this Article 4, and which deal with Union Security and the Check-off of Union Dues. The Employer also agrees to advise each new employee of the name and location of the Shop Steward who is responsible for his department.

(b) The Employer agrees that at each orientation meeting which it holds for new employees, it will provide the Shop Chairperson or, in hi/her absence, a Shop Steward with the opportunity to address such new employees for the purpose of acquainting them with the obligations of an employee to the Union.

(c) Where for the purposes of article (b), the Shop Chairperson or a Shop Steward attends an orientation meeting during his working hours, he/she shall suffer no loss of pay. He/she shall, however, not be paid overtime in the event such attendance were to extend beyond the end of his/her scheduled shift, and he/she shall not be paid for attendance at such meetings which are held outside his/her working hours.

4.03 CHECK-OFF: ASSIGNMENT OF WAGES

(a) All employees as a condition of employment, shall sign an authorization of check-off and a Union membership application card 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 amounts 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 the valid assignment of wages form executed by each employee.

(f) Provided that on or before the first day of February in any year the Union has furnished the Employer with income tax receipts for the immediately preceding calendar year's Union dues, the Employer will distribute such income tax receipts to all current employees.

(g) In the case of the termination of employment for any reason of an employee who has worked for the Employer during the month in which the termination occurs, the Employer will deduct the appropriate amount of Union dues from such employee's final pay cheque, and shall forward such amount to the Union in accordance with the provisions of paragraph (c).

(h) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

4.05 AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING

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

(i) is not a member of the Union;

(ii) has not signed a written assignment of wages to pay initiation fees;

(iii) has revoked his/her written assignment of wages to pay initiation fees, Union dues or Union assessments;

(iv) is suspended from the Union;

(v) has been expelled from the Union;

(vi) has resigned from the Union;

the Employer shall immediately discontinue the employment of such employee.

(b) 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.

4.06 ADDITIONAL UNION ASSESSMENT

In addition to any other Union dues, fines, assessments and arrears which the Employer is required by this Article 4 to deduct from its employees, and to remit to the Union as a condition of their employment, the Employer shall deduct from each employee, and shall remit monthly to the Union four (4) cents for each hour of employment performed by the employee.

ARTICLE 5
SHOP STEWARDS AND SHOP CHAIRPERSON

5.01 SHOP STEWARDS

(a) The Union is entitled to appoint or elect from among the employees a reasonable number of Shop Stewards, provided that no more than one (1) Shop Steward is appointed or elected from each department.

(b) The duties of a Shop Steward shall be to assist in the reporting and resolution of all grievances within the department or departments for which he/she is responsible.

(c) The Employer agrees to recognize as Shop Stewards those employees whose names the Union has first submitted in writing to the Employer as having been appointed or elected. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.

5.02 SHOP CHAIRPERSON

(a) The Shop Stewards will elect from their ranks a person who will be the Shop Chairperson.

(b) The Shop Chairperson will be responsible for the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

(c) The Shop Chairperson will be recognized by the Employer as the official spokesperson on behalf of the Union.

5.03 SHOP CHAIRPERSON AND OTHER SHOP STEWARDS

(a) The first obligation of any Shop Chairperson or Shop Steward is the fulfilment of his/her responsibilities as an employee. Neither the Shop Chairperson nor any Shop Steward is entitled to engage in Union activities during his/her working hours, other than for such involvement as is necessary for the reporting and resolution of grievances.

(b) Neither the Shop Chairperson nor any Shop Steward may leave his assigned work area for the purposes set out in this Article 5, without having obtained prior permission from his/her department head or, in the absence of his department head, from an alternate designated by his/her department head. Such permission will not be unreasonably withheld.

(c) The necessary time which is spent by the Shop Chairperson and by the Shop Stewards during their regular working hours, for the reporting and resolution of grievances, or for attendance at meetings specifically provided for in this Article 5, shall be considered to be time worked for all purposes covered by this Agreement.

(d) Under no circumstances shall the Shop Chairperson or any Shop Steward take any action or issue any instruction which will interfere with the operations or affairs of the Employer, or with the management or direction of the work force.

(e) Neither the Shop Chairperson nor any Shop Steward shall be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.

(f) The Employer agrees that either the Shop Chairperson or a designated Union Official may post official communications from the Union to its members on the employees' bulletin boards within the hotel. Only materials which are consistent with the provisions of the Agreement, may be included in a notice which is posted. Any such notice must be correctly dated at the time of posting, and may be removed after it has been posted for two (2) weeks, unless a specific arrangement has been made between the Shop Chairperson or the designated Union Official and the Employer for a particular notice to be posted for a longer period of time.

(g) The Employer agrees that the Union may use bulletin boards on the employer's premises which shall be for the exclusive use of the Union. The number, location and size of such bulletin boards shall be determined by mutual agreement of the Employer and the Union.

5.04 MANAGEMENT AND SHOP STEWARDS MEETING

(a) Upon request a person or persons designated by the Employer and empowered to act on a subject, will meet with the Shop Stewards on a monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement.

(b) All Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Employer.

(c) Minutes shall be kept as a record of the matters discussed during these meetings.

(d) At the discretion of the Employer, accommodation will be provided for such meetings at no cost to the Union.

(e) Accommodation can only be denied or withdrawn because there are no facilities available, or are no longer available. In such cases, the meeting must be rescheduled at the earliest possible date.

5.05 JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

There shall be established, a Joint Committee composed of representatives of the Employer and representatives of the Union. The Committee's responsibilities will be to review reports on matters referred by Government Occupational Health and Safety Committees and make recommendations to the bargaining principals regarding occupational health and safety matters.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 MANAGEMENT RIGHTS

(a) The entire management of the operation including discipline of the employees is vested exclusively in the Employer at his place of business.

(b) In the exercise of management rights, the Employer will not treat any employee in an unfair or discriminatory manner and will observe the provisions of this Agreement at his/her place of business.

**ARTICLE 7
HIRING PROCESS AND PROBATION PERIOD**

7.01 HIRING PROCESS

Where the Union desires to institute a dispatch, it will so advise the Employer. The following will then apply:

(a) The Union will, each month, provide the Employer with an "available members list", including classifications of members who are registered with the Union dispatch hall. When a member registers with the dispatch hall, he/she will fill out a "profile sheet" which includes his/her employment related information, such as his qualifications and prior work experience

(b) Along with the available members list, the Union will send out copies of the profile sheets for the members whose names appear on the list.

(c) When the Employer intends to hire to fill a vacancy or a newly created position which is known in advance, the Employer will post those positions for three (3) calendar days and give a copy of those postings to all Shop Stewards.

The Employer is entitled to choose a candidate who the Employer considers to be the best qualified and most suitable. In a case where two candidates are equal, seniority will prevail and prior to hiring from outside, the internal candidate will be given preference.

(d) When the Employer hires a member whose name appears on the list, the Employer will immediately notify the dispatch hall so that the member's name can be struck from the list.

7.02 PROBATION PERIOD

Newly hired employees shall serve a probationary period of ninety (90) calendar days, regardless no probation shall be less than twenty-four (24) shifts.

**ARTICLE 8
EMPLOYEE TRAINING**

8.01 EMPLOYEE TRAINING PROGRAMS

(a) It is agreed that in any instance where the Employer, having decided to install new electronic equipment, wishes to institute a training program for existing employees in connection with the operation of such new equipment, or where the Employer, having already installed such equipment, wishes to institute a training program for subsequently employed employees who have no experience in the operation of such equipment, and where the Employer proposes to conduct such training program for no longer than sixty (60) calendar days, and to pay any such trainee ten percent (10%) less than the established wage rate of the appropriate classification, the Employer must first receive permission from the Union for such training program to be conducted on such terms. Such permission will not be unreasonably withheld.

(b) It is agreed that in any instance where the Employer wishes to institute a training program for its employees for any other purpose than that covered by paragraph (a) of this Article 8.01, and where the Employer proposes to pay any such employee less than the established wage rate for the appropriate classification, the Employer must first receive permission from the Union. Such permission will not be unreasonably withheld.

(c) For the purposes of this Article 8.01, "the established wage rate" means the full Job Rate which is listed in Appendix 3 to the Agreement, and the reduction of ten per cent (10%) may not be applied to the entry rates listed in the said Appendix 3.

(d) Nothing contained in this Article 8.01 or elsewhere in this Agreement or elsewhere, shall be construed as preventing the Employer from instituting training programs without the need for Union permission in instances where the Employer (i) provides such training programs for bargaining unit employees, (ii) pays such employees the established wage rates for the appropriate classifications, and (iii) conforms with all other terms and conditions of the Agreement.

(e) It is agreed that in the course of training pursuant to this Article 8.01, no trainee shall displace or replace a currently employed bargaining unit employee, cause any loss of hours for such employee, or interfere with the rehiring of any laid off employee who has recall rights under the Agreement.

(f) Employees shall be allowed reasonable opportunities to learn the work of other classifications during their time off on a voluntary basis for a maximum of twelve (12) shifts and must be mutually agreed between the Employer and the employee. The employee must apply for the training in writing, and a copy will be included in the employee's file. In the event that two (2) employees wish such training at the same time, the training will be offered first to the most senior employee. The foregoing does not preclude the Employer from establishing paid training for posted positions if it is deemed necessary.

8.02 PRIVATE AND GOVERNMENT SUBSIDIZED TRAINING PROGRAMS

(a) In the event the Employer wishes to participate in any training program for the benefit of persons who will not be directly employed by the Employer, and who will not receive remuneration of any kind from the Employer, and where such program is subsidized by the Government of Canada, by the Government of British Columbia, or by some other private or public body, and whether such program is delivered directly by one of such bodies or indirectly by some other agency, the Employer shall provide the Union with advance notice of its intention.

and shall advise the body or agency which will be delivering the training program, of the requirement that such body or agency secure the approval of the union for the delivery of the program.

(b) In any case where the Employer participates in any training program as contemplated by paragraph (a), the Employer agrees that it will not:

- (i) provide any remuneration to any trainee in the absence of the union's consent;

(ii) displace or replace currently employed bargaining unit employees, cause any loss of hours for such employees, or interfere with the hiring of new employees into the bargaining unit, or the rehiring of laid off employees who have recall rights under the Agreement; or

(iii) continue any such program in the event of a legal strike or lockout; or

(iv) commence or continue any such program in the event of receipt of notice of cancellation of the program from the Union.

ARTICLE 9 HOURS OF WORK AND RELATED

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;

(iii) not more than forty (40) hours in any five (5) working day period.

(b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at double the straight time hourly rate.

9.02 SPLIT SHIFTS

(a) Where split shifts are assigned by the Employer, they must conform with the following guidelines:

(i) no shift less than seven (7) hours may be split;
(except banquets where a six (6) hour shift may be split)

(ii) no shift may be split more than once;

(iii) no part of a split shall be less than two and one-half (2 1/2) hours;

(iv) all split shifts must be worked within a twelve (12) hour period.

(b) Split shifts will be allowed on the following basis:

(i) Only two (2) split shifts during an employee's work week are permitted in the following departments:

Cocktail Lounge
Kitchen

and in the case of the Front Desk (including Bellperson/Doorperson) assignment of split shifts will only be permitted wherein the employee has requested to be scheduled for split shifts in writing:

(ii) Split shifts are allowed during an employee's work week in the following departments:

Brasserie Restaurant/Room Service
Catering
Comox Street Long Bar & Grill

(iii) Split shifts are not allowed in the following departments:

Housekeeping
Maintenance

(c) The Employer is not obligated to pay split shift premium except where time off between split segments exceeds one (1) hour.

(d) Where premiums are applicable, they will be as follows:

- (i) seven (7) hours straight time pay for six (6) hours worked;
- (ii) eight (8) hours straight time pay for seven (7) hours worked;
- (iii) nine (9) hours straight time pay for eight (8) hours worked.

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 Article 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) There must be a minimum of eight (8) consecutive hours and where possible ten (10) consecutive hours between an employee's scheduled shifts. Failure to provide eight (8) consecutive hours between scheduled shifts will result in overtime being payable for all hours worked in the second shift.

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 build and maintain shifts of 4, 5, 6, 7 or 8 hours as the only recognized shifts. Wherever possible, all 8 hour shifts will be scheduled before 7 hour shifts are scheduled, with a similar progression downward to 4 hour shifts.

(b) Except as provided in Article 9.13, once an employee has been scheduled for a shift, he/she will be provided with work for the scheduled hours. This provision is not applicable in the case of banqueting or catering department employees.

9.05 ASSIGNMENT OF SHIFTS BY SENIORITY

(a) Subject to the provisions of Article 9.05 (f), within departments and classifications, the Employer must offer and assign the longest shifts to the 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.

(b) If a more senior employee declines a 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.

(c) 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.

(d) In the exercise of its rights to schedule shifts in a manner which is consistent with the best interests of its operation, the Employer will maintain the practice of making every reasonable effort to apply the principles of seniority to the assignment of a.m., p.m. and midnight shifts.

(e) In the exercise of the rights referred to in paragraph (d), the Employer will not treat any employee in an unfair and discriminatory manner, nor in a manner which constitutes a disciplinary measure against any employee.

(f) Effective May 1, 1989, the provisions of Article 9.05 (a) shall become subordinated to the provisions of the System of Seniority as set forth in the Appendix numbered 4 which is attached to, and which forms part of the Agreement.

9.06 DAYS OFF

Days off in each seven (7) consecutive days subject to 9.01 (a) will be as follows:

All employees shall receive two (2) consecutive days off in each seven (7) days, unless at the option of the employee, applied for in writing, they may choose to have days off, not necessarily consecutive. Employees may opt to have non-consecutive days off by providing the Employer with seven (7) days notice in writing prior to the schedule being posted, to be signed by Management. Should the employee opt to return to having two (2) consecutive days off in each seven (7) days he/she shall advise the Employer and a copy to the Union with seven (7) days notice in writing prior to the schedule being posted and the Employer shall grant the request.

This clause does not apply to those departments whose operation is not continuous.

9.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS

Double time 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

(a) Those employees who are assigned shifts which are unbroken by rest periods and/or meal breaks, shall be paid according to the following schedule:

5 unbroken hours of work for 5 1/2 hours pay
6 unbroken hours of work for 6 1/2 hours pay
7 unbroken hours of work for 8 hours pay
8 unbroken hours of work for 9 hours pay.

(b) No employee shall be entitled to grieve purported violations of this clause, except for the most recent pay period.

(c) No shift other than identified in this clause can be worked unbroken.

9.09 UNPAID MEAL BREAKS

Employees working shifts of 5 to 8 hours are entitled to an unpaid meal break between the 3rd and 5th hour of work. Such meal break shall not be less than one-half (1/2) hour on the employee's own time.

9.10 REST PERIODS

(a) All employees are entitled to rest periods in accordance with the following schedule:

(i) Shifts of six (6) hours or less - one ten (10) minute rest period

(ii) Shifts of more than six (6) hours - two (2) ten (10) minute rest periods.

(b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.

(c) Time to commence when the employee arrives at the assigned rest area or a total of fifteen (15) minutes from the employee's work station.

**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

The work schedule shall be posted, at least sixty (60) hours prior to the commencement of the first shift of that schedule, in a conspicuous place for all scheduled employees.

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 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. Failure to do so will render the employee subject to discipline.
- (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.

9.14 SCHEDULING OF OVERTIME

- (a) Overtime hours will be scheduled by seniority within the classification within the department.
- (b) Where the employer's determination was made less than twenty-four (24) hours in advance of the overtime shift, the employer shall not be required to call in a senior employee to work the overtime if there is a junior employee already at work and otherwise eligible to work the overtime hours as an extension of his/her shift.
- (c) Subject to the provisions of Article 9.14 (a), within departments and classifications and finding no employee to work the overtime, the employer may offer and assign overtime outside the department and classification it became available in.

**ARTICLE 10
SENIORITY**

10.01 SENIORITY ENTITLEMENT DEFINED

- (a) For the purposes of the Agreement, "classification seniority" shall be defined as an Employee's total length of continuous service within his current classification within a particular department in the Employer's operation, and shall be measured:
- (i) in the case of a regular employee, from the date when the employee entered his/her current classification within his current department
 - (ii) in the case of a part time employee, by the total number of hours worked by the employee within such department and classification
- (b) DEPARTMENT: For the purpose of this Agreement, the term 'Department' shall be understood to mean those departments identified within this Agreement.
- (c) Classification seniority shall be used to determine the order of layoff and recall within a classification within a particular department.
- (d) Where an employee is regularly scheduled in different classifications and/or departments the employee's seniority will accrue in the department and classification where most hours are worked.
- (e) In the event that an employee is regularly scheduled to work an equal amount of hours in two different classifications, the employee can elect which classification he/she will accrue seniority. Once the choice is made it cannot be altered.
- (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) For the purposes of the Agreement, "departmental seniority" shall be defined as an employee's total length of continuous service within a particular department in the Employer's operation, and shall be measured:
- (i) in the case of a regular employee, from the date when the employee entered his/her current department
 - (ii) in the case of a part time employee, by the total number of hours worked by the employee within such department
- (h) For the application of seniority refer to the provisions in Appendix 4.

10.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT

(a) For the purposes of this Article 10.02(a), the meaning of “regular employees” and “part-time employees” shall be in accordance with the definitions contained in Article 22.03 of the Agreement.

(b) A probationary employee does not have seniority during the probation period, but upon successful completion of the probationary period seniority will be determined as follows:

- (i) For a Regular Employee from the date of hire
- (ii) For a Part-Time Employee for all hours worked

(c) In the exercise of his seniority rights under the Agreement, an employee who has restricted his/her availability as permitted under the terms and conditions of the attached Appendix 4, is not entitled to require the Employer to construct a special shift.

(d) Regular employees shall possess seniority rights over the Part-time employees.

10.03 ACCRUAL OF SENIORITY

(a) Seniority for Part Time employees shall be accrued on the basis of hours actually worked by each employee and all paid leaves as stipulated in this Collective Agreement.

(b) Regular employees will be granted seniority rights which are related to the date when he/she:

- (i) commenced his/her employment with the Employer
- (ii) entered his/her current department.
- (iii) entered his/her current classification

10.04 LOSS OF SENIORITY

An employee will lose all his/her employment rights where he/she:

- (a)** voluntarily terminates his/her employment
- (b)** is discharged for just and reasonable cause
- (c)** is on lay-off more than six (6) consecutive months
- (d)** does not return to work on the date specified following an approved leave of absence. In situations beyond the control of the employee, medical or otherwise, this shall not apply, or
- (e)** receives severance pay in accordance with the provisions of Articles 17.10, 17.11 or 23.

10.05 SENIORITY RETAINED BUT NOT ACCRUED

Seniority shall be retained but not accrued for Part time employees only in the following situations:

- (i) during absence for which the Employer does not pay the employee directly
- (ii) during the term of approved leave of absence.

10.06 SENIORITY LISTS

(a) The Employer agrees to post departmental seniority lists on or before the first day of April and on or before the first day of October in each year. The Regular seniority lists shall contain the following information:

- (i) the employee's name
- (ii) the date from which the employee's service seniority is calculated
- (iii) the employee's job classification
- (iv) in the case of a regular employee, the date from which his classification seniority is calculated; or
- (v) in the case of a part time employee, the number of hours of classification seniority accrued

(b) The seniority lists 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 lists are posted. Thereafter, the posted lists will be deemed to be valid and correct for all purposes of this Agreement. After 30 days, corrections will be made without monetary compensation to the effected employees.

(c) At the time of posting, a copy of the seniority lists shall be given to the Shop Chairperson.

(d) New employees will be added to the departmental seniority lists upon completion of the probation period. Seniority will be accrued from the commencement of employment.

10.07 SENIORITY AND LEAVE OF ABSENCE

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

**ARTICLE 11
PROMOTIONS AND TRANSFERS AND LAY-OFF AND RECALL**

11.01 PROMOTION

The Employer, when considering applicants for promotion, will apply seniority, provided however, that the employee who claims the right to exercise his/her seniority for the purpose of such promotion possesses the primary qualifications of character, integrity, attitude, efficiency and ability to satisfactorily perform the full measure of the work required.

11.02 TRANSFERS

(a) Transfers offered by the Employer from one department to another will take place only with the consent of the employee.

(b) Transfers from one department to another cannot take place unless there is a vacancy or a new position has been created, and no employee will be laid off because of such transfer.

11.03 PROMOTION AND TRANSFER TRIAL PERIOD

(a) Any employee who is granted a promotion or transfer appointment by the Employer, shall be on a trial period for up to ninety (90) calendar days. During this trial period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.

(b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should he/she decide during the trial period that he/she does not want to continue in the job, then the employee may be returned to his/her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion or transfer, to move back into their job positions and wage rates, which they occupied prior to the promotion or transfer.

11.04 DEMOTIONS AND SENIORITY

When lay-offs occur within any department, the last employee hired shall be the first employee to be laid off, based on length of service within the particular classification, it being understood that:

(a) employees in a higher classification may be demoted to a lower classification and

(b) an employee who has been promoted from one classification to another and subsequently demoted to the lower classification shall within that lower classification have seniority according to length of service in the department and shall, if a lay-off occurs, be laid off accordingly and shall be recalled in inverse order to that in which he/she was laid off.

11.05 LAY-OFF AND RECALL PROCEDURE

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

(b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.

(c) In the event of a lay-off, the order of lay-off within the affected classification and department shall be as follows:

(i) Until and including April 30, 1989: Probationary employees, then casual employees, then temporary employees, then regular employees.

(ii) Commencing on May 1, 1989: Employees whose seniority is measured in accrued hours, in ascending order of their accrued hours, then regular employees by seniority.

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

(e) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or telegraph. Any employee failing to report for duty within sixty (60) hours, excluding Saturday and Sunday from the time of such notification, shall be considered to have resigned without notice.

11.06 NO LAY-OFFS FOR GENDER

No employee shall be laid off for the simple reason of changing the work force from male to female or female to male.

ARTICLE 12

WAGE ADMINISTRATION

12.01 WAGE RATES

(a) Subject to paragraphs (b) and (c) following, the minimum wage rates provided in the appendix numbered 3 which is attached to, and which forms part of the Agreement, shall cover the job descriptions and classifications of labour within the jurisdiction of Local 40 and shall remain in effect throughout the specified or extended term of this Agreement.

(b) Newly hired employees will be paid in accordance with the following:

(i) For the first six (6) months of employment - seventy-five (75%) percent of the applicable classification wage rate contained in the wage appendix.

(ii) For the second six (6) months of employment - eighty-seven and one-half (87 1/2%) percent of the applicable classification wage rate contained in the wage appendix.

(c) For purposes of the administration of this Article, any employee who is transferred or promoted within the service of the same hotel, or to another hotel within the same corporation, will be given credit for their period of employment prior to the transfer or promotion and will not be considered to be a new hire.

(d) No present employee will suffer a reduction in wages currently paid, because of this provision, provided he/she remains employed at the hotel.

12.02 COMBINED CLASSIFICATIONS

In situations where an employee works in more than one classification he/she shall be paid at the hourly rate applicable to each classification for the time actually worked in each classification.

12.03 WAGE RATE CONDITIONS

(a) The wage rates outlined in the attached appendices are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.

(b) The Employer is not entitled to pay wage rates lower than those contained in the appendices, except as specifically provided for elsewhere in this Agreement.

(c) In cases where the Employer has granted an employee a rate higher than that provided in the Agreement, the premium cannot be withdrawn unless it was granted on a conditional basis and the condition has been exhausted or withdrawn. Otherwise, such a premium can only be withdrawn at the time when the wage rates are being renegotiated.

(d) Casual employees shall receive the hourly wage rates outlined in this Agreement.

12.04 NEW CLASSIFICATIONS AND WAGE RATES

It is agreed that job classifications and wage rates not specifically set out in the attached appendices 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.

12.05 PAYMENT OF WAGES UPON DISCHARGE, LAY-OFF 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 discharged, the Employer shall pay all wages owing to him/her within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.

(c) When an employee is laid off or discharged, the Employer will provide the employee with an E.I. "Record of Employment" form which will indicate the reason for the separation from employment.

- (d)** Pay dates shall be twice monthly as follows:
- period 1st - 15th of each month on the 20th of the month
 - period 16th - month end on the 5th of the following month
- or as mandated by Company accounting procedures.

12.06 SPECIAL PROVISIONS FOR ELECTION DAYS

(a) Whenever the Employer is required by law to close any of its operations on an election day, those employees who would otherwise have been scheduled to work on that day, shall be paid their regular wages for the day, and may be required by the Employer to work during their regularly scheduled shift in the performance of tasks which are generally related to their normal duties.

(b) Any employee who wishes to take advantage of his/her right to be free from work for the clear period established by applicable legislation, in order to vote in a Federal or Provincial general election, may do so by electing one of the following options at least forty-eight (48) hours in advance of the date when the work schedule for his/her department is normally posted.

(i) He/she may request his/her department head in writing to shorten his/her regular daily shift in order to increase the amount of his/her clear period to a maximum of the amount established by the applicable legislation. In such case the Employer will be required to comply with the employee's request, but will not be required to pay him/her for the time not worked.

(ii) He/she may request his/her department head in writing to reschedule his/her daily shift in order to maintain his/her regular number of hours. In such case the Employer may accommodate the request by modifying the starting time of his/her shift to the minimum extent required to produce the clear period required by the applicable legislation, or may decline the request. Where the employer declines such a request, the employee will be permitted to arrive late or to leave early, as the case might be, and will be paid at his/her normal straight time rate for the time not worked.

(c) The provisions of paragraph (b) apply in their entirety to Municipal elections, in which case the clear period shall, in the absence of legislation to the contrary, be the same as for Provincial general elections.

12.07 BANQUET GRATUITY AGREEMENT

(a) The current banquet gratuity and service charge levied on all clients of the hotel's Catering/Banquets departments for service rendered in connection with the food and beverage component of a function shall not be reduced during the term of the collective agreement.

(b) The apportionment of the total amount of gratuities and service charges between the Employer and the bargaining unit employees will be as follows;

60% Employees 40% Employer

(c) On each pay day, the Employer shall publish, with respect to the pay period, the total amount of Food & Beverage revenues collected by function and the total amount of service charges collected by function on behalf of bargaining unit employees.

(d) On each pay day, the Employer will publish a service charge allocation sheet showing the total amount of service charges collected on behalf of all bargaining unit employees, the name of each eligible employee, the total hours worked by him/her during the pay period, the total number of points earned, and the value of one point applicable to the pay period.

(e) The accumulated total dollar amount of all the service charge portions earned by an employee during any pay period shall be indicated on his/her next pay cheque.

(f) In the event an eligible bargaining unit employee or the Union claims that an error was made with respect to the distribution of the service charge, a meeting will be held as soon as possible between the Employee or Union and the Employer to attempt to resolve the matter. If the matter is not resolved, it may be the subject of a grievance.

(g) A Banquet Gratuity Committee comprised of two representatives from the Employer and two member representatives from the Banquet Department and a Union representative will be established at the hotel to review on a regular basis the administration of the arrangements described in this Article, including review of documentation relevant to the banquet and beverage gratuities.

ARTICLE 13 STATUTORY HOLIDAYS

13.01 RECOGNIZED STATUTORY HOLIDAYS

The following statutory holidays shall be recognized for the purposes of this Agreement:

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 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

(a) An employee shall establish eligibility for statutory holiday pay for any statutory holiday other than one which occurs during a period of his annual vacation, by

(i) working on the statutory holiday; or

(ii) working on both his/her last regularly scheduled shift immediately preceding the holiday and his/her first regularly scheduled shift immediately following the holiday; or

(iii) working on either his/her last regularly scheduled shift immediately preceding the holiday or his/her first regularly scheduled shift immediately following the holiday, and being on a leave of absence approved by the Employer on the other of such two days.

(b) In the case of an employee's absence from either his/her last regularly scheduled shift immediately preceding a statutory holiday or his first regularly scheduled shift immediately following such statutory holiday, because of 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.

(c) An employee is not entitled to claim statutory holiday pay when on a recreational leave of absence.

13.03 EMPLOYEES WHO DO NOT WORK ON A STATUTORY HOLIDAY

Each employee who is eligible to receive pay for a statutory holiday, and who does not perform work on the holiday, shall receive a normal day's pay for the holiday, calculated in accordance with the formula contained in Article 13.05.

13.04 EMPLOYEES WHO PERFORM WORK ON A STATUTORY HOLIDAY

Each employee who:

- (a)** is eligible to receive pay for a statutory holiday;
- (b)** is scheduled by the Employer to work on such holiday; and

(c) does perform work on such holiday, shall receive a normal day's pay for such holiday, calculated in accordance with the formula contained in Article 13.05, and, in addition to such normal day's pay, shall be paid one and one-half (1 1/2) times his/her normal straight time wage rate for the first eight (8) hours he/she works on the statutory holiday, and shall be paid two and one-half (2 1/2) times his/her normal straight time wage rate for any hours he/she works in excess of eight (8) hours.

13.05 CALCULATION OF PAY FOR STATUTORY HOLIDAYS

(a) For the purposes of this Article 13, and subject to the provisions of paragraphs (b), (c) and (d), a normal day's pay shall be calculated by multiplying:

- (i) an employee's normal straight time hourly wage rate to a maximum of eighty (80) hours, exclusive of all premium payments, by
- (ii) the hours he actually worked during the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10).

(b) Whenever Christmas Day or Boxing Day occur during the two (2) week period immediately preceding the week in which Boxing Day or New Year's Day occur, then for the purpose of calculating a normal day's pay for Boxing Day or New Year's Day in the case of an employee who had performed work on the immediately preceding Christmas Day or Boxing Day, the number of hours which shall be deemed to have been worked by him/her on Christmas Day or Boxing Day, shall be the greater of:

- (i) the number of hours actually worked by him/her on the holiday, to a maximum of eight (8); or
- (ii) the number of hours credited to him/her for the holiday pursuant to the formula contained in paragraph (a).

(c) In any case where an employee who has established eligibility to receive pay for a statutory holiday pursuant to the provisions of Article 13.02, was absent from work during the two (2) week period immediately preceding the week in which such statutory holiday occurs, for any of the reasons specified in paragraph (d), the calculation of a normal day's pay shall incorporate:

- (i) where the Employer and the employee are able to agree on the amount, the number of hours which the employee would have worked during the immediately preceding two (2) week period if he/she had not been absent; or
- (ii) where no such agreement is possible between the Employer and the employee, the number of hours actually worked by the employee in the most recent two (2) week period worked by him/her.

(d) The reasons which are referred to in paragraph (c), and which, when approved by the Employer, shall be considered to be legitimate absences for the purpose of determining the number of hours to be incorporated into the formula for calculating a normal day's pay, are: adoption leave; anniversary of employment holiday leave; annual vacation leave; bereavement leave; leave of absence pursuant to Article 16.02(a); leave of absence to appear as a witness pursuant to Article 16.03; leave of absence to serve on a jury or as a witness for the Crown; maternity leave; paternity leave; statutory holiday leave; receipt of weekly indemnity benefits pursuant to the Local 40 Health Care Plan; on leave of absence as the result of a bona fide injury which would have qualified for weekly indemnity benefits pursuant to the Health Care Plan except for the existence of any waiting period or eligibility restrictions established by said Plan; or receipt of time-loss benefits paid by the Workers' Compensation Board.

(e) In any case where an employee who has established eligibility to receive pay for a statutory holiday pursuant to the provisions of Article 13.02, was absent from work during the two (2) week period immediately preceding the week in which such statutory holiday occurs, on a leave of absence approved pursuant to Article 16.02 (a) of the Agreement, the Union shall, upon being billed by the Employer, reimburse to the Employer such portion of the employee's normal day's pay for such statutory holiday as results from the leave of absence.

13.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

(a) In the case of a statutory holiday which occurs during a period of his annual vacation, an employee, if eligible to receive pay for the statutory holiday, will receive a normal day's pay for such holiday calculated in accordance with the formula contained in Article 13.05.

(b) For the purposes of this Article 13.06, an employee shall establish eligibility for statutory holiday pay by:

(i) working on both his/her last regularly scheduled shift immediately preceding a period of his/her annual vacation and his/her first regularly scheduled shift immediately following a period of his/her annual vacation; or

(ii) working on either his/her last regularly scheduled shift immediately preceding a period of his/her annual vacation or his/her first regularly scheduled shift immediately following a period of his/her annual vacation, and being on a leave of absence approved by the Employer on the other of such two days.

(c) In the case of an employee's absence from either his/her last regularly scheduled shift immediately preceding a period of his annual vacation or his/her first regularly scheduled shift immediately following such period of his/her annual vacation, because of 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.

(d) In the case of an employee who, having received a normal day's pay, wishes to be granted a day off without further pay in recognition of a statutory holiday which occurs during a period of his/her annual vacation, he/she shall provide reasonable advance notice in writing, indicating whether he/she wishes to be granted the working day immediately preceding the start of such annual vacation period, the working day immediately following the end of such annual vacation period, or some other day within the thirty (30) calendar day period immediately following the statutory holiday. The Employer will make every reasonable effort to accommodate such a request, and nothing contained herein shall prevent the Employer and the employee from extending the aforementioned thirty (30) calendar day period, if they mutually agree to do so.

13.07 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

(a) If an employee is scheduled to work on a statutory holiday, but fails to report for work on such holiday, the Employer is entitled to require such employee to show that there was reasonable cause for his/her absence.

(b) If such employee has not obtained the Employer's approval to be absent, or is unable to show that there was reasonable cause for his/her failure to report for work on the statutory holiday as scheduled, he/she shall forfeit whatever pay he/she would have received for such holiday, and in addition such failure may be cause for discipline.

13.08 ANNIVERSARY OF EMPLOYMENT

(a) In the event of the proclamation of Heritage Day by the Government of Canada, or in the event of the proclamation of any other holiday by either the Government of Canada or the Government of British Columbia which occurs prior to the proclamation of Heritage Day, the new holiday will be added to the list of statutory holidays recognized pursuant to Article 13.01, and this Article 13.08 will cease to have any further effect. In the meantime, the provisions of paragraphs (b), (c), (d) and (e) shall remain in effect.

(b) An employee shall establish his/her eligibility for a holiday in recognition of his/her anniversary of employment, in accordance with the same requirements which are established by Articles 13.02 and 13.06 for the purpose of statutory holiday eligibility.

(c) An employee who has established his/her eligibility for an anniversary of employment holiday in accordance with the provisions of paragraph (b), shall be entitled to a payment in recognition of his/her anniversary of employment, such payment to amount to a normal day's pay calculated in accordance with the provisions of Article 13.05.

(d) In the case of an employee other than one whose anniversary of employment occurs during a period of his/her annual vacation, and who, having received a normal day's pay, wishes to be granted a day off without further pay in recognition of his/her anniversary of employment holiday, he/she shall provide reasonable advance notice in writing, indicating whether he/she wishes to be granted a day off on his/her actual anniversary or on some other day within the thirty (30) calendar day period immediately following such anniversary. The Employer will make every reasonable effort to accommodate such a request, and nothing contained herein shall prevent the Employer and the employee from extending the aforementioned thirty (30) calendar day period, if they mutually agree to do so.

(e) In the case of an employee whose anniversary of employment occurs during a period of his/her annual vacation, who is eligible to receive a normal day's pay, and who wishes to be granted a day off without further pay in recognition of his/her anniversary of employment, the provisions of Article 13.06(d) shall apply in the same manner as they apply to a statutory holiday which occurs during a period of an employee's annual vacation.

ARTICLE 14 ANNUAL VACATIONS

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 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 VACATION AND VACATION PAY ENTITLEMENTS: EMPLOYEES WITH ONE YEAR OR MORE OF COMPLETED CONSECUTIVE SERVICE

(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:

Years of Consecutive Service	Vacation Time	Vacation Pay
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 20 years	4 weeks	8%

20 years or more	5 weeks	10%
25 years or more	6 weeks	12%

(b) "Completed years of consecutive service", as used herein, shall be understood to mean completed years of consecutive service with the same Employer.

(c) Annual vacation pay shall be accrued in an employee's account and paid as follows:

- 4% of Gross Earnings for the years 1, 2 & 3;
- 6% of Gross Earnings for the years 4, 5 & 6;
- 8% of Gross Earnings for years 7 through 19;
- 10% of Gross Earnings for 20 years,
- 12% of Gross Earnings for 25 years or more.

(d) "Gross earnings" 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, statutory holiday pay and annual vacation pay.

(e) Any employee will be entitled to receive his/her annual vacation pay on the last pay day immediately preceding his/her annual vacation, providing he/she files an application in writing at least fourteen (14) calendar days in advance of such pay day.

14.03 DEFINITIONS

For the purposes of this Article 14;

(a) "annual vacation year" means the period commencing on April 1st of one year, and running to and including the last day of March in the immediately succeeding year.

(b) "calendar year" means the period commencing on January 1st of one year, and running to and including December 31st of the same year.

14.04 VACATION BENEFITS 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 shall continue.

14.05 APPLICATIONS FOR ANNUAL VACATIONS

(a) All applications for annual vacation shall be filed with the Employer in writing. Upon receipt of any such written application the Employer shall respond in writing, indicating whether or not the application has been granted.

(b) The Employer's response shall be given (i) in the case of any written application received prior to the commencement of an annual vacation year, not later than April 15th of the same calendar year; and (ii) in the case of any written application received after the commencement of an annual vacation year, within fourteen (14) calendar days.

14.06 SCHEDULING OF ANNUAL VACATIONS

(a) One employee within each department shall be entitled to be absent on annual vacation at any time during each annual vacation year. Additional employees shall be entitled to be absent on annual vacation at any time during each annual year, providing they have filed written applications by the first day of April for annual vacation to be taken in the immediately following annual vacation year, and providing that the total number of employees absent on annual vacation from any department at any time may never exceed five percent (5%) or a maximum of three (3) employees without the Employer's consent.

(b) Nothing in this Article 14.06 shall preclude the Employer from permitting more than five percent (5%) of the employees or a maximum of three (3) employees in any department to be absent on annual vacation at any time.

(c) For the purposes of determining the number of employees who are entitled to be absent on annual vacation from any department at any time, five percent (5%) or a maximum of three (3) employees shall be applied to the amount which results from dividing the total number of hours actually worked by all employees in that department during the immediately preceding calendar year, by eighteen hundred and twenty (1,820). The final result shall be calculated to two decimal places, and shall be rounded to the nearest whole number. For example, 2.49 shall become 2, and 2.50 shall become 3.

(d) Except for those vacations selected by employees pursuant to paragraph (a), all annual vacations will be scheduled on the basis of the mutual consent of the Employer and the employee.

14.07 PREFERENCE FOR ANNUAL VACATIONS BY SENIORITY

(a) Providing he/she files his/her application for annual vacation in writing by the first day of April for the immediately following annual vacation year, and subject to the five percent (5%) three (3) employee maximum limit contained in Article 14.06, a senior employee shall have preference within his/her department over all junior employees with respect to the selection of his/her annual vacation.

(b) Subject only to the provisions of paragraph (c), a senior employee shall not be entitled to have any preference over junior employees with respect to any application filed after the last day of March for the immediately following annual vacation year.

(c) With respect to all written applications filed after the first day of April for the immediately following annual vacation year, preference will be given to those which are first received, provided that where more than one such application is received on the same day, preference will be given the senior employee.

14.08 SPLITTING OF ANNUAL VACATIONS

(a) All employees are entitled to split their annual vacation entitlement into two (2) segments, but in the absence of the Employer's express written consent, an employee may not split his/her annual vacation entitlement into more than two (2) segments.

(b) By mutual consent of the Employer and an employee, the employee's annual vacation entitlement may be split into as many segments as they agree.

(c) Whenever an employee takes only a part of his/her annual vacation entitlement, he/she shall be paid a strictly prorated portion of his/her accumulated vacation pay for the annual vacation period in question.

14.09 ANNUAL VACATIONS TO BE TAKEN WITHIN TIME LIMITS

(a) Subject to the provisions of paragraph (b), an employee must take the annual vacation to which he/she is entitled, not later than twelve (12) months after the anniversary date upon which he/she became entitled to it.

(b) An employee may not defer any of his/her annual vacation entitlement beyond the limit of twelve (12) months established in paragraph (a), except with the express written consent of the Employer. In order to be considered for a deferral, the employee must apply in writing prior to the expiry of the said twelve (12) months, and must provide valid reasons for seeking an exception to the general rule that annual vacations should be taken within the time limit established herein.

(c) The Employer shall respond in writing to any such application within fourteen (14) calendar days, and shall not unreasonably withhold consent.

(d) In any case where:

(i) the employee has not taken all of his annual vacation entitlement prior to the expiry of the time limit established in paragraph (a), and

(ii) the Employer has not consented in writing to permit the deferral of the outstanding portion of his/her entitlement

the employee shall be required to take such outstanding annual vacation entitlement within the twelve (12) months immediately following the expiry of the time limit established by paragraph (a), and at a time to be determined by the Employer. Notwithstanding its right to determine the time at which such nonconforming annual vacation entitlement is to be taken by an employee, the Employer will endeavour to comply with the employee's preference.

(e) In any case where the Employer has consented to the deferral of an employee's vacation, such employee may exercise seniority preference over junior employees within his/her department, with respect to the deferred vacation entitlement.

(f) In any case where the Union notifies the Employer in writing that the senior employees within a department have agreed to permit a junior employee to select his/her annual vacations ahead of them the Employer will honour such agreement, and will permit the junior employee to select the combination of current and deferred annual vacations at a time which, subject to the restrictions imposed by this Article 14, is of his/her choosing.

14.10 POSTING OF ANNUAL VACATION SCHEDULES

Not later than April 15th in each year, the Employer shall post in each department an annual vacation schedule which shall set forth the periods of annual vacation entitlement which have been selected by those employees who had filed written applications by the last day of the immediately preceding March, and whose applications had been approved by the Employer.

**ARTICLE 15
HEALTH AND WELFARE PLAN AND PENSION PLAN**

15.01 HEALTH AND WELFARE PLAN

The Employer and the Union agree that all employees covered by this Agreement shall be covered by and protected under the Health and Welfare Plan currently in effect for the Aligned Group administered by A.R.M. Management Health Care Plan.

15.02 EMPLOYER'S AND EMPLOYEES' CONTRIBUTIONS

(a) Health and Welfare contributions will be to the Health and Welfare Plan provided for in the trust deed between the Union and the B.C. and Yukon Hotels Association.

Date	Employee Contribution Health & Welfare	Employer Contribution Health & Welfare	Employee Assistance Plan
January 19, 2010	0.09	3.5	0.02
January 1, 2011	0.09	3.5	0.02
January 1, 2012	0.09	3.5	0.02

15.03 TEXT OF THE PLAN

The complete text of the plan shall be attached as an addendum to this Agreement.

15.04 PENSION PLAN

The Employer agrees that all employees who qualify for benefits under the provisions of the Trust Agreement known as the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 Pension Plan, shall be covered by the pension fund as set out in the said Trust Agreement.

The current Pension contribution of 45¢ per hour will be increased as follows:

Upon ratification (January 19, 2010)	6 cents/hour
August 1, 2010	6 cents/hour
August 1, 2011	6 cents/hour

15.05 PENSION DEED OF TRUST

It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust between the Union and the B.C. Hotels Association in regards to Pension, shall be binding on the signing parties.

15.06 PAYMENT OF CONTRIBUTIONS

The Employer agrees to forward all monies payable by him/her 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 Administrator.

15.07 EMPLOYER STATEMENT

The Employer also agrees to remit monthly statements setting out the names of the employees in respect of whom the monthly contributions are made, together with the number of hours worked by them.

15.08 FAILURE TO REMIT

In the event the Employer fails to remit contributions to these plans in conformity with this Article 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 \$50.00. The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

15.09 INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS

(a) The Employer shall allow the properly authorized representative of the Union to investigate all of the Employer's relevant records for the purpose of ensuring that the proper contributions have been remitted pursuant to the provisions of this Article 15.

(b) In the event that the Union intends to investigate the Employer's records, the Union shall first serve written notice on the Employer, giving the Employer a reasonable period of advance notice.

15.10 INJURY PAY PROVISION

Subject to other coverage, an employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury or work related illness, shall receive payment for the remainder of his/her shift.

**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 five (5) years.

(b) A request for such an approved leave must be given to the Employer by the Union, in writing at least fourteen (14) calendar days prior to the commencement of such leave, on Union letterhead and signed by an Officer of the Union.

(c) An employee who obtains such a leave of absence shall return to his 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 from any one department.

**16.02 LEAVE OF ABSENCE: UNION CONVENTIONS
AND EDUCATIONAL PROGRAMS**

(a) Subject to the requirements of paragraph (c), the Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to employees who:

- (i) have been elected as delegates to attend Union conventions;
- (ii) have been appointed to act as members of the Union's negotiating committee;
- (iii) have been elected as members of the Union's Executive Board; or
- (iv) have been selected by the Union to attend bona fide shop steward education programs of up to fifteen (15) working days.

(b) 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.

(c) The Employer is not obligated to grant any leave pursuant to this Article 16.02 to more than one employee at a time from any one department.

(d) Written notice shall be given at least seven (7) calendar days prior to the commencement of any leave granted pursuant to this Article 16.02.

16.03 LEAVE TO APPEAR AS WITNESS

(a) Subject to the provisions of paragraph (b), any employee covered by this Agreement who is required to attend any commission, court or hearing, to give evidence in any civil or criminal case respecting the hotel in which he/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 and a maximum of eight (8) hours pay for each day of attendance.

(b) For the purposes of this Article 16.03, a commission, court or hearing does not include a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union.

(c) Notwithstanding paragraph (b), an employee who is called by the Employer to give evidence at a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union, shall be compensated in accordance with the provisions of paragraph (a).

16.04 BEREAVEMENT LEAVE

(a) A regular employee or a part-time 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. Applications for additional unpaid leave will not be unreasonably denied.

These three days are identified as:

- (i) The days following notification of the death; and
- (ii) The day of the funeral.
- (iii) The days before or after the funeral.
- (iv) Bereavement leave must be taken forthwith the date of death of the family member in question. However, if the employee is given late notification of the death of his or her family member, the employee can still take bereavement leave provided said notice is within three (3) months of the date of death of the family member.

(b) For the purposes of this Article, "immediate family" means the employee's mother, father, step-parents, son, daughter, sister, brother, spouse, father-in-law, mother-in-law and grandparents

(c) For purposes of this Article, "spouse" shall be defined to include a common-law spouse with whom the employee has cohabited for a minimum of one (1) year and a same sex spouse as defined by the laws of Canada.

(d) The Employer is entitled to require proof of death and/or relationship.

16.05 MATERNITY LEAVE AND PARENTAL AND ADOPTION BENEFITS

All employees will be afforded all benefits of Maternity, Adoption and Parental Leave in accordance with Employment Standards Legislation. (see Appendix 5).

(a) Where the employee elects to continue to pay his/her contributions to the Health Care Plan, the Employer shall be required to continue making its contributions to the Health Care Plan and the Local 40 Pension Plan in accordance with Article 15.02, and on the basis of those hours which the employee would have worked during the period of the leave of absence.

(b) An employee who has been granted a leave of absence pursuant to this Article, shall continue to accrue seniority on the basis of those hours which the employee would have worked during the period of the leave of absence.

(c) The period of service of an employee who has been granted a leave of absence pursuant to this Article, shall be considered to have been uninterrupted for purposes of determining annual vacation entitlement.

16.06 LEAVE FOR MILITARY SERVICE

Members of the Union called up for the Military, Air Force or Naval Services, Red Cross or other combat relief service of Canada during the life of this Agreement will be considered on leave of absence and be returned to their former position upon honourable discharge from the service, provided they are physically and mentally capable and make application within two (2) months.

16.07 LEAVE FOR JURY DUTY OR AS WITNESS FOR CROWN

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received the employee shall continue to receive his full wages for such period of time. To be eligible for this Article the employee must have completed six (6) months or more with his present employer.

16.08 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 leave will be in writing.

**ARTICLE 17
MISCELLANEOUS EMPLOYEE ENTITLEMENTS**

17.01 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.

(d) After two (2) years employment, an employee who is eligible for weekly indemnity under the Employer - Local 40 Health Care Plan, shall be reimbursed for three (3) days of wage loss, once in each calendar year, which do not have to be consecutive.

17.02 MEAL ENTITLEMENT

A wholesome meal shall be supplied by the Employer to all employees working shifts of five (5) hours or more at prices varying between ninety (90) cents and four dollars (\$4.00) per meal, includes Goods and Services Taxes. Employees may choose to order from the approved menu and will receive a fifty percent (50%) discount. Meals must be ordered from, picked up and paid for via room service and only eaten in the Staff Cafeteria.

Complimentary beverages for coffee breaks will include coffee, tea and pop for all employees.

17.03 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 any 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 this regular hourly rate for the time spent in such meeting.

17.04 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

(a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement to his/her former position, 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 his/her duties.

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

17.05 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

(a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his 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.

17.06 HEALTH LAWS AND LOCKUP FACILITIES FOR EMPLOYEES

(a) It shall be a joint responsibility of the Employer and the employees to maintain strict observance of all sanitation and health laws and regulations, in so far as they affect the working conditions of the employees.

(b) The Employer agrees to provide adequate lockup facilities for its employees' personal effects, namely purses and/or wallets. The Employer is not entitled to enter an employee's locker except in the presence of one of the following:

- (i) the employee;
- (ii) the Shop Chairperson;
- (iii) one of the Shop Stewards; or
- (iv) in an emergency when none of the aforementioned persons is immediately available, another member of the bargaining unit.

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

(a) Upon presentation of a written bona fide claim by an employee, the Employer shall compensate the employee for the replacement cost of, or repair of, any wearing apparel, false teeth, eye glasses or 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.

(b) If as a consequence of the proper performance of his/her duties, an employee is charged with a criminal offence or becomes the object of a civil suit for damages, he/she will be entitled to compensation for the reasonable costs of his legal defence which:

(i) in the case of a criminal charge, and where either the charge is subsequently dropped or the employee is tried and acquitted, shall be paid by the Employer to a maximum of five thousand dollars (\$5,000.00); and

(ii) in the case of a civil suit, shall be totally paid by the Employer.

(iii) In the event that an employee is found guilty by a criminal court, the defence costs may be forfeited and appropriate discipline imposed.

17.08 SEVERANCE PAY

Upon termination of employment, all employees shall receive twelve (12) hours' pay for each year of continuous service in the establishment. Severance pay shall be calculated to the closest half year with a minimum of one (1) year service.

Should a written claim for severance pay not be made within seventy-two (72) hours following the date of termination, the entitlement to severance pay shall be forfeited.

17.09 SUCCESSOR OWNER OBLIGATION

In the event of the sale of the establishment it is the obligation of the successor owner to abide by all the terms and conditions of this Agreement. It is further understood:

(a) If the hotel or a part of it is sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by all proceedings under this Code before the date of the disposition and the proceedings must continue as if no change had occurred.

(b) If a collective agreement is in force, it continues to bind the purchaser, lessee or transferee to the same extent as if it had been signed by the purchaser, lessee or transferee, as the case may be.

17.10 LIMITATION ON EMPLOYEE ENTITLEMENTS

Employees who are not actively employed are only entitled to continue to receive such rights, entitlements and benefits, as are specifically given to them by the express terms and conditions of this Agreement. It is further understood:

(a) if the hotel or a part of it is sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by all proceedings under this Code before the date of the disposition and the proceedings must continue as if no change had occurred.

(b) If a collective agreement is in force, it continues to bind the purchaser, lessee or transferee to the same extent as if it had been signed by the purchaser, lessee or transferee, as the case may be.

17.11 INDUSTRIAL FIRST AID TRAINING OF EMPLOYEES

In any case where the Employer agrees that it is in the best interests of the hotel that an employee undertake training to obtain, maintain or upgrade a recognized Industrial First Aid Certificate, and where the employee does undertake such training, the employee shall be granted leave of absence without loss of pay for the time required to undertake such training.

17.12 CONTRIBUTIONS WHILE ON W.C.B.

If an employee is injured on the job and is subsequently on W.C.B., the employer shall continue all Health & Welfare and Pension contributions as if the employee was working, until such time as the employee returns to their regular duties.

**ARTICLE 18
EMPLOYEE CONDUCT AND DRESS**

18.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES

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

18.02 CONTROL OF ABSENTEEISM

(a) The Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work.

(b) 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.

(c) Where the Employer is satisfied by the objective evidence that an employee is unwilling or unable to maintain a satisfactory attendance record in fulfilment of the employment relationship with the Employer, the Employer may terminate the services of the employee.

(d) 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 as identified in Article 15.04. In the event that an Employer requires an employee to submit to such an examination, any resulting charge by the doctor will be paid by the Employer.

18.03 AUTHORITY RE: CHEQUES AND CREDIT

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/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/she will be held responsible. No disciplinary action will be taken against an employee making restitution.

18.04 UNIFORM MODE OF DRESS

(a) In consideration of the endeavour to improve the standards of the hospitality industry, it is agreed that a proper uniform mode of dress shall be adopted, i.e. black trousers or skirts, white shirts, and uniform tie. This dress and the cleaning thereof will be the responsibility of the employee and shall be effective upon the signing of this contract. Maternity uniforms will be provided by the Employer when requested.

(b) For all employees who are not already provided with uniform pants/skirt, in January of each year all regular Food & Beverage service employees with twelve (12) months' continuous service will receive a \$25.00 (twenty-five dollars) pants/skirt allowance.

18.05 UNCONVENTIONAL MODE OF DRESS

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

18.06 SPECIAL UNIFORMS

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

ARTICLE 19 LIQUOR CONTROL LEGISLATION AND REGULATIONS

19.01 LIQUOR CONTROL LEGISLATION AND REGULATIONS

(a) All employees who are involved in the sale or handling of liquor, will be required to comply with all of the relevant provisions of applicable liquor control legislation and any accompanying regulations.

(b) All newly hired employees who will be involved in the sale or handling of liquor, will be provided with instructions for the purpose of acquainting them with the relevant provisions of applicable liquor control legislation and any accompanying regulations, and for the further purpose of explaining the importance of complying with those legislative and regulatory requirements.

19.02 EMPLOYEES SERVING LIQUOR

(a) No employee who is involved in the serving of liquor shall knowingly sell or serve liquor in the Employer's premises to any person who is under the legal age. Where, after asking the person to produce suitable identification and proof of age, such an employee is in doubt as to the person's age, he/she may refuse service.

(b) If the employee is directed by a person designated by the Employer to serve a person whose age is in doubt, the Employer shall accept and bear the full responsibility and shall pay any fines or penalties incurred by the employee as a consequence of such service.

19.03 NO SERVICE AFTER SPECIFIED HOURS

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

19.04 CHANGES IN REGULATIONS

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

ARTICLE 20 DISCIPLINE AND DISCHARGE OF EMPLOYEES

20.01 DISCIPLINE AND DISCHARGE OF EMPLOYEES

(a) Pursuant to Section 84(1) of the Labour Relations Code, the following standards shall be applied:

(i) Employees who have successfully completed their probation period may only be disciplined or discharged for just and reasonable cause.

(ii) During the probation period specified in this Agreement, an employee may be discharged if he/she is unsuitable for status as a non-probationary employee.

(b) In the event that a non-probationary employee is discharged for just and reasonable cause, the Shop Chairperson will be notified by the Employer and will be provided with the reasons for the discharge.

20.02 PERSONNEL FILES

Upon the provision of reasonable notice to the Employer, an employee or a Union representative duly authorized in writing by the employee, shall be entitled to inspect the employee's personnel file.

20.03 WRITTEN RESPONSES TO WRITTEN DISCIPLINE

(a) In any case where an employee has received from the Employer a written confirmation of a disciplinary penalty which the employer intends to place on the employee's personnel file, the employee shall be entitled to submit to the Employer a written response which shall also be placed on the employee's personnel file.

(b) Each documented warning, oral or written, or other record of discipline shall be removed from the employee's work record on the anniversary date of its imposition unless further discipline has been imposed prior to the anniversary date.

20.04 COMMUNICATION DURING GRIEVANCES

In the absence of the Union's consent, the Employer may not initiate discussions with an employee who has filed a grievance, or on whose behalf the Union has filed a grievance, provided that nothing shall prevent the Employer, without the need for the union's consent, from carrying on discussions concerning a grievance with a griever who initiates such discussions.

20.05 EMPLOYEE'S RIGHT TO REPRESENTATION

(a) Subject to the provisions of paragraph (c), in any instance where the Employer issues a written warning or other, more severe form of disciplinary sanction to an employee which it:

(i) presents to the employee at a meeting attended by more than one (1) representative of the Employer, and

(ii) intends to record in the employee's personnel file, the employee shall have the right to have his/her Shop Steward or, in the absence of his Shop Steward, the Shop Chairperson present at the meeting.

(b) In any instance where the employee referred to in paragraph (a) is himself/herself a Shop Steward or the Shop Chairperson, he/she shall be entitled to have another Union Official present at the meeting.

(c) In the case of any meeting which has been called by the Employer for the purpose of issuing a written warning or other, more severe form of disciplinary action, the function of the Shop Steward, Shop Chairperson or other Union Official during that portion of the meeting which is devoted to the issuing of the disciplinary action, shall be expressly limited to the roles of witness and observer. No such representative of the Union may interfere in any way with the issuing of the disciplinary sanction during that portion of the meeting which is devoted to such purpose.

ARTICLE 21 GRIEVANCE AND ARBITRATION PROCEDURES

21.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

(a) Any complaint, disagreement or difference of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

(b) Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

21.02 GRIEVANCE PROCEDURE

(a) Informal Step:

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he/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 ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

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

A meeting between the grievor, Shop Steward and a representative from Management, other than the employee's immediate supervisor, will occur within ten (10) days of receipt of the grievance.

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 at a meeting attended by the grievor, Shop Steward and/or Union Representative, and General Manager and/or his/her designate.

If an employee is suspended or terminated and a grievance is filed, his/her case will automatically be advanced to a Step Two meeting.

(d) Step Three:

(i) The final step of the grievance procedure shall be arbitration unless the parties have agreed to be bound by the recommendations of the Investigator under the optional grievance procedure in 21.06.

(ii) If no settlement is reached at Step 2, either party may notify the other party that it is advancing its grievance to arbitration.

(iii) The party submitting the grievance to arbitration shall produce a list of possible Arbitrators. The Employer and the Union shall use this list to mutually select an Arbitrator. However, if the parties cannot agree on the Arbitrator, the matter shall be deferred to the Labour Relations Board for selection.

(iv) The recipient of the arbitration notice shall within five (5) days inform the other party of the names of acceptable Arbitrators from the list provided to them.

(f) Union and Employer Policy or General Grievance: The Union or Employer shall file policy or general grievances. Such grievances shall be filed at Step Two of the grievance procedure.

(g) Section 87(1) of the Labour Relations Code may be utilized but is excluded from operation by the parties to the agreement for the purposes outlined in 21.06(b)

21.03 ARBITRATION HEARING AND AWARD

(a) As soon as the Arbitrator has been appointed, the arbitration board 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 arbitration board 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 placed before the arbitration board by agreement of the parties.

(c) Each party to the arbitration will bear one-half of the expense of the arbitration.

(d) The parties recognize that they are bound by a decision of the Arbitrator in accordance with Section 94 of the Labour Relations Code of British Columbia.

21.04 AUTHORITY OF THE ARBITRATION BOARD

The parties to the arbitration recognize that the authority of the arbitration board is set out in Section 89 of the Labour Relations Code.

21.05 OPTIONAL INVESTIGATOR PROCEDURE

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

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

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

(b) Optional Grievance Investigation Procedure: As provided for in Section 103 of the Labour Relations Code, where a difference of opinion 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 "Investigator", or a substitute agreed to by the parties, to:

(i) investigate the difference;

(ii) define the issue in the difference; and

(iii) make written recommendations to resolve the difference within five (5) days of the date of the receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

(c) Cost Sharing: Each party to the arbitration will bear one half of the expense of the Investigator.

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

(d) Investigators - Alternates Agreed to and Selection: The parties have agreed that for the term of this Agreement the 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.

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 after the last appointment shall be chosen.

(e) Option Choice and Timing: Either party may choose to implement the investigation procedure, provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision, within five (5) working days of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.

The party receiving notification may refuse to accept the investigator procedure, in which case the arbitration provisions of 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.

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

21.06 POWERS OF ARBITRATOR

The powers of the Arbitrator are limited to the application and interpretation of the Collective Agreement as written and the Arbitrator is not authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.

21.07 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

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

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

ARTICLE 22
DEFINITIONS AND JOB DESCRIPTIONS

22.01 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.

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 specific 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.

Probationary Employee: An employee who was hired and has not completed the probationary period.

Regular Employee: An employee who is available for work 7 days a week and is scheduled on a regular basis for all hours available in his/her classification and in accordance with seniority.

Part-Time Employee: An employee that works whenever work is available on designated days and times. This will be agreed to and documented on the day of hiring. The Employer and Employee may mutually agree to change the days of work.

Department: For purposes of this Agreement "department" shall be understood to mean those departments identified by the Employer and listed in the seniority lists prepared and posted by the Employer.

(At the time this Agreement was signed, the departments in each hotel were those set forth in the appendix numbered 2 which is attached to, and which forms part of the Agreement.)

If there is any uncertainty regarding the identification of classifications within departments, the Employer will respond by indicating in the written list of departments the particular classifications within departments.

Mixerologist (Service): A mixerologist (Bartender) who does not receive a direct monetary consideration from a customer. (A non-gratuity employee.)

**ARTICLE 23
TECHNOLOGICAL CHANGE**

23.01 TECHNOLOGICAL CHANGE

(a) It is the purpose of this Article 23 to provide for technological change in accordance with Section 54 of the Labour Relations Code.

(b) If the Employer introduces a technological change that will directly result in the termination of a significant number of regular employees within the bargaining unit, then

(i) the Employer will provide thirty (30) calendar days notice to the Union;

(ii) the Employer will, upon written request, meet with the Union to discuss the technological change; and

(iii) the provisions of paragraphs (d) and (e) shall apply.

(c) Any regular employee whose position is terminated as the result of a technological change, shall be eligible for retraining to equip him/her to operate any new equipment. If such retraining is practical, it will be provided by the Employer without cost to the employee.

(d) In any case where retraining is not practical, and where he/she has not taken advantage of the provisions of this Agreement to obtain another position within the hotel, a regular employee shall be entitled to the following:

(i) Two (2) weeks' pay or notice in lieu thereof to employees who have completed one (1) year of continuous service.

(ii) Three (3) weeks' pay or notice in lieu thereof to employees who have completed three (3) years of continuous service;

(iii) One (1) additional week's pay or notice in lieu thereof for each further continuous year of service, up to a maximum of eight (8) weeks' pay or notice in lieu thereof.

**THIS IS THE APPENDIX 1 TO THE
COLLECTIVE AGREEMENT
BETWEEN
THE COAST PLAZA HOTEL & SUITES
- AND -
UNITE HERE LOCAL 40**

BRASSERIE AND ROOM SERVICE DEPARTMENTS AMALGAMATION

When Brasserie and Room Service Departments are amalgamated, current employees in the classifications will be red circled and their seniority will remain in their current classification and only by natural attrition will those classifications or those employees be eliminated.

All new employees will be hired as servers under the new Brasserie/Room Service Department. This amalgamation will not be used to the detriment of current employees in Room Service classifications, by replacing them with Brasserie employees.

**THIS IS THE APPENDIX 2 TO THE
COLLECTIVE AGREEMENT
BETWEEN
THE COAST PLAZA HOTEL & SUITES
- AND -
UNITE HERE LOCAL 40**

List of Departments

THE COAST PLAZA HOTEL & SUITES:

Brasserie Restaurant/Room Service
Catering
Comox Street Long Bar and Grill
Kitchen
Front Office
Housekeeping
Engineering
Shipping/Receiving

WAGE INCREASES

EFFECTIVE:

January 16, 2010 (Date of Ratification)	1% per hour*
August 1, 2010	40¢ per hour
August 1, 2011	60¢ per hour

* Upon ratification, the Employer will formalize the one (1%) percent increase previously provided to all employees in 2008. This increase was over and above the collective agreement

**THIS IS THE APPENDIX 3 TO THE
COLLECTIVE AGREEMENT
BETWEEN
THE COAST PLAZA HOTEL & SUITES
- AND -
UNITE HERE LOCAL 40**

WAGE RATES

<u>CLASSIFICATION</u>	Date of Ratification		
	Jan. 16/10	Aug. 1/10	Aug. 1/11
1. BRASSERIE RESTAURANT/ROOM SERVICE			
Manager	17.90	18.30	18.90
Host	17.02	17.42	18.02
Server	13.38	13.78	14.38
Supervisor	16.86	17.26	17.86
Mini Bar Attendant	16.54	16.94	17.54
2. COMOX STREET LONG BAR & GRILL			
Bartender	16.08	16.48	17.08
Server	14.84	15.24	15.84
3. ENGINEERING			
Asst. Chief Engineer	22.19	22.59	23.19
Maintenance I	21.01	21.41	22.01
Maintenance II	20.12	20.52	21.12
4. CATERING			
Senior Banquet Captain	15.24	15.64	16.24
Banquet Captain	14.67	15.07	15.67
Server	13.38	13.78	14.38
*Bartender Differential: \$2.00			

5. FRONT OFFICE

** Desk Clerk	17.35	17.75	18.35
Switchboard	17.01	17.41	18.01
Bell Captain	14.72	15.12	15.72
Doorman	13.38	13.78	14.38
Bellperson	13.38	13.78	14.38
*** Bell/Room Serv. (Graveyard)	13.74	14.14	14.74
* Audit Differential	\$0.25/hr		
** Graveyard Shift Differential	\$0.35/hr		
*** Graveyard Shift Differential	\$0.35/hr		

6. HOUSEKEEPING

Housekeeping Supervisor	17.20	17.60	18.20
Room Attendant	16.96	17.36	17.96
Head Laundry Attendant	17.34	17.74	18.34
** Laundry Attendant	16.96	17.36	17.96
** Houseperson	16.96	17.36	17.96
** Graveyard Shift Differential	\$0.35/hr		

7. KITCHEN

First Cook	18.37	18.77	19.37
Second Cook	17.18	17.58	18.18
Apprentice Cook	16.47	16.87	17.47
Steward	16.68	17.08	17.68
Night Steward	17.06	17.46	18.06

8. SHIPPING / RECEIVING

Purchaser / Storekeeping	18.23	18.63	19.23
Shipper/Receiver	17.65	18.05	18.65

**THIS IS THE APPENDIX 4 TO THE
COLLECTIVE AGREEMENT
BETWEEN
THE COAST PLAZA HOTEL & SUITES
- AND -
UNITE HERE LOCAL 40**

SYSTEM OF SENIORITY

A. Assignment of Employee Status

1. Each employee shall be designated as either; regular employee, part-time employee or probationary employee.
2. Regular employee shall have seniority defined as follows:
 - (a) for departmental purposes, by reference to the date when he entered his current department;
 - (b) for classification purposes, by reference to the date when he entered his current classification; and
 - (c) for all other purposes, by reference to the date when he commenced his employment.
3. The part-time employee shall have his seniority defined by reference to hours worked.
4. A change of status can only occur if the employee applies for and accepts a posted position.

B. Criteria for Qualifying as a Regular Employee

5. A Regular Employee is an employee who is available for work 7 days a week and is scheduled on a regular basis for all hours available in his/her classification and in accordance with seniority.

C. Definitions of Employees

6. The definitions of Regular Employee and Part-Time Employee are as follows:

Regular Employee: An employee who is available for work 7 days a week and is scheduled on a regular basis for all hours available in his/her classification and in accordance with seniority.

Part-Time Employee: An employee who works whenever work is available on designated days & times. This will be agreed and documented on the day of hiring. The Employer and Employee may mutually agree to change the days of work.

D. Assignment of Seniority Status

7. In any case where more than one employee commenced working within a department or classification on the same date, the determination as to the order in which such employees shall be assigned to the new seniority list, shall be made by mutual consent of the Employer and the Union.
8. Subject to the provisions of paragraph 10, no regular employee may restrict his availability for work without forfeiting his regular employee status.
9. No regular employee may be permitted to elect to restrict his availability for work in more than one period in any 3 consecutive periods of 6 months.
10. During the first week of April and October in each year, each regular employee shall be entitled to elect in writing to restrict his availability for work for the ensuing period of six months, i.e. from May to October, both months inclusive, or from November to April, both months inclusive, as the case might be, in accordance with one of the following three options:
 - (i) available to work at any time of any of the seven days in any week, but not required to work on more than four days in any week.
 - (ii) available to work at any time of any of the 7 days in any week but not required to work more than 3 days in any week.
 - (iii) available to work, but permitted to restrict himself in terms of days of week and/or hours of the day.

F. Employer Not Required to Construct Special Shifts

11. The Employer will be under no obligation to construct a special shift for an employee who has restricted his availability pursuant to section E above, and any employee who elects to restrict his availability, understands and accepts the possibility that the hours which will be scheduled in his case in any particular week, may be significantly less than the maximum amount designated by him in his election.

G. Employees may Register Preference to Work Fewer Days

12. Without it being deemed to constitute a restriction on his availability to work, an employee who has indicated his availability to work at any time of any of the seven days in any week, to a maximum of five days in any week, may at any time register in writing his preference to work less than five days per week, and any such election shall take effect as soon as practically possible, and remain in effect until the end of the then current six months period.
- H. Relative Seniority Rights of Part-Time Employees

H. Relative Seniority Rights of Part-Time Employees

13. All Part-Time employees shall be entitled to exercise their seniority rights in the descending order of the number of hours which they have accrued.

I. Days Off

14. Days Off shall be subject to the provisions of Article 9.06 of the Agreement regarding an employee's days off.

J. Seniority Provisions May be Waived in Special Cases

15. Notwithstanding any other provisions of the Agreement, and acknowledging that the Employer is not required to create any particular shift or shifts which would in any way disrupt his operation, the General Manager and the Union President may agree that special grounds exist for permitting an employee to restrict his availability to work, and the Employer may therefore create a special shift and may assign such special shift to an eligible employee at any time. The only grounds which will be recognized for such special treatment, are:

(i) where an employee has been absent for an extended period of time for medical reasons arising from either occupational or non-occupational disability, and where there exists a reputable medical recommendation that the employee be granted part-time work;

(ii) where an employee wishes to undertake an educational course related to his future in the hospitality industry; or

(iii) where an employee has decided to retire within the reasonably near future, and where the employee wishes to undergo a progressive reduction in the number of days he works.

LETTER OF UNDERSTANDING #1

BETWEEN

COAST PLAZA HOTEL & SUITES

AND

UNITE HERE LOCAL 40

**CONTRACTED SERVICES
(Reference: Article 2.04)**

This Letter of Understanding serves to qualify the language contained in Article 2.04 of the 1995-1998 Collective Agreement between the parties, to the extent that it is agreed between those same parties that Article 2.04 may not be applied or enforced in such a way as to interfere with any contracts which were entered into by the hotel prior to February 3, 1989.

It is further agreed between the parties that the list of the areas which are to be protected by this Letter of Understanding, is that list which was furnished by the Employer to the Union by covering letter dated February 6, 1989.

Any new contract entered into by the hotel which falls outside the areas protected by this Letter of Understanding, will constitute a violation of Article 2.04 of the collective agreement.

DATED THIS DAY OF , 2010

**FOR THE UNION
UNITE HERE Local 40**

**FOR THE COMPANY
Coast Plaza Hotel & Suites**

LETTER OF UNDERSTANDING #2

BETWEEN

**COAST PLAZA HOTEL & SUITES
AND**

UNITE HERE LOCAL 40

**OPTIONAL INVESTIGATOR PROCEDURE
(Reference: Article 21.05(d))**

The parties have agreed that for the period of this Collective Agreement, the following persons will be recognized as the "investigators" for purposes of the optional investigator procedure:

Judi Korbin
Vince Ready
Brian Foley
Wayne Moore

The selection of individuals from this list will be on a rotational basis.

It is open to the parties to agree that any one of these persons can serve on two or more cases at any one time.

DATED THIS DAY OF , 2010.

**FOR THE UNION
UNITE HERE Local 40**

**FOR THE COMPANY
Coast Plaza Hotel & Suites**

**LETTER OF UNDERSTANDING #3
BETWEEN
COAST PLAZA HOTEL & SUITES

AND

UNITE HERE LOCAL 40

WORKLOAD OF ROOM ATTENDANTS**

Effective as soon as possible following ratification of the new Agreement, the Employers will undertake the following measures in recognition of the concerns expressed by the Union with respect to the working conditions of Room Attendants:

(a) No room attendant shall be required to make up more than four (4) cots in addition to her normal workload. In any case where the rooms assigned to her on any shift contain more than four (4) cots, the room attendant will be required to notify her supervisor as soon as possible, and the supervisor will reassign the cots in such a manner that no room attendant will be responsible for more than four (4) cots.

(b) In order to provide for regular reviews of the factors which affect the workload of room attendants, the Employer will hold a meeting every two (2) months at which will be present a representative group of room attendants, their Shop Steward, the Shop Chairperson, their Department Head, the Director of Personnel and the General Manager and another member of the hotel's Executive Committee.

(c) In any case where a room attendant is required to work an eight (8) hour shift; (i) to clean a fixed quota of rooms on more than two (2) floors; and (ii) to move her supplies by cart from floor to floor, she shall be relieved of responsibility for one (1) room.

(d) Room Attendants assigned eight (8) or more check-outs shall be relieved of responsibility for one (1) room. In addition, when eleven (11) or more checkouts in a day are assigned the Room Attendant shall be relieved of responsibility for two (2) rooms.

(e) Room Attendants will not be assigned more than fourteen (14) rooms in any eight (8) hour shift.

(f) If a Room Attendant is assigned a check-out for a two (2) bedroom suite, it shall be counted as two (2) checkouts.

All other terms and conditions of the existing collective agreement shall remain unchanged unless modified by this memorandum.

DATED THIS DAY OF , 2010.

**FOR THE UNION
UNITE HERE Local 40**

**FOR THE COMPANY
Coast Plaza Hotel & Suites**

**LETTER OF UNDERSTANDING #4
BETWEEN**

COAST PLAZA HOTEL & SUITES

AND

UNITE HERE LOCAL 40

MATERNITY LEAVE AND PARENTAL BENEFITS

This Letter of Understanding states that the parties have agreed that all employees will be afforded all benefits of Maternity Leave and Parental Leave in accordance with Employment Standards Legislation.

DATED THIS DAY OF , 2010.

**FOR THE UNION
UNITE HERE Local 40**

**FOR THE COMPANY
Coast Plaza Hotel & Suites**

**LETTER OF UNDERSTANDING #5
BETWEEN
COAST PLAZA HOTEL & SUITES**

AND

UNITE HERE LOCAL 40

SUPERVISORS

This letter confirms the understanding reached in the negotiations in regard to the following supervisory classifications.

Assistant Chief Engineer
Purchaser/Storekeeper
Housekeeping Supervisor
Brassiere/Room Services Supervisors

It is understood that all supervisors in the above classifications will accrue seniority in their classifications and may perform work of other classifications within their departments as customary in each operation, subject to the following:

- (a) Coast Hotels will not at any time employ more than one person in any such classification (except Housekeeping Supervisors to a maximum of four (4)).
- (b) Should any of the classifications be abolished and the personnel laid off, they may only exercise their seniority towards other classifications as outlined in Clause 11.04(b).
- (c) Any said personnel will not be assigned overtime hours for work ordinarily carried out by other classifications in the department unless warranted by emergency situations as outlined in 9.01(b), or when otherwise entitled to such overtime by his/her own seniority.
- (d) The above managers will not replace any employees on staff at the date of ratification in any classification within the departments and will be assigned available hours based on their seniority.

DATED THIS DAY OF , 2010.

**FOR THE UNION
UNITE HERE Local 40**

**FOR THE COMPANY
Coast Plaza Hotel & Suites**

LETTER OF UNDERSTANDING #6

BETWEEN

COAST PLAZA HOTEL & SUITES

AND

UNITE HERE LOCAL 40

MUTUAL RESPECT AND DIGNITY

- (a) The Employer and the Union support the principle that all employees of the Hotel, whether managers, supervisors or bargaining unit members, should treat one another with respect and dignity.
- (b) All employees should be encouraged to demonstrate a respectful attitude to one another and to have open and honest dialogue with each other without fear of discrimination or recrimination.
- (c) Voicing of opinions and different viewpoints should be openly encouraged and all the workforce should attempt to resolve issues as they arise.
- (d) Within one month of the signing of the renewal Collective Agreement, a joint committee of Employer and Union representatives will be established to meet on a monthly basis to discuss and resolve any conflict issues arising at the workplace. The Union will be represented by rank and file members from the different departments and the Employer will be represented by senior management.
- (e) If particular matters cannot be resolved at the committee level, they will be referred to Nick Worhaug and Peter Dutton for final determination.

DATED THIS DAY OF , 2010

FOR THE UNION
UNITE HERE Local 40

FOR THE COMPANY
Coast Plaza Hotel & Suites

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DATED THIS DAY OF , 2010

**FOR THE UNION
UNITE HERE Local 40**

**FOR THE COMPANY
Coast Plaza Hotel & Suites**

COLLECTIVE AGREEMENT
BETWEEN
COAST PLAZA HOTEL & SUITES
AND
UNITE HERE LOCAL 40

IN WITNESS WHEREOF the parties hereto have hereunder caused their seals to be affixed to the preceding 68 pages of this Collective Agreement, under the hands of the proper officers this

_____ day of _____ 2010

FOR THE UNION
UNITE HERE Local 40

FOR THE COMPANY
Coast Plaza Hotel & Suites
