

# COLLECTIVE AGREEMENT

**BETWEEN:**

THE GREATER VANCOUVER  
HOTEL EMPLOYERS' ASSOCIATION

the members of which are:

DELTA PACIFIC RESORT & CONFERENCE  
CENTRE & SUEHIRO JAPANESE STEAK HOUSE

DELTA VANCOUVER AIRPORT HOTEL

FOUR SEASONS HOTEL

HOLIDAY INN VANCOUVER CENTRE

HYATT REGENCY VANCOUVER

RENAISSANCE VANCOUVER HOTEL

HARBOURSIDE

THE WESTIN BAYSHORE RESORT & MARINA

(each hotel hereinafter referred to as an "Employer")

**AND:**

HOTEL, RESTAURANT AND  
CULINARY EMPLOYEES'  
AND BARTENDERS' UNION,  
LOCAL 40

(Affiliated with the Hotel Employees & Restaurant  
Employees International Union,  
A.F.L., C.I.O. & C.L.C.  
and hereinafter referred to as "Union")

JULY 28, 2000 - JUNE 30, 2003

**DISCLAIMER**

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**EMPLOYEE ASSISTANCE PROGRAM**

**WE CAN HELP**

Abuse	Alcoholism
Anxiety	Drugs
Family Problems	Gambling
Grief	Harassment
Relationships	Stress

The EAP committee can be reached by phone at:

Toll Free: 1-800-663-1728

Union Office: (604) 291-8211 Fax: (604) 291-1187

ALL ENQUIRIES ARE CONFIDENTIAL

WE CARE

## TABLE OF CONTENTS

Article Number	Subject	Page Number
ARTICLE 1	INTRODUCTION .....	
1.01	PURPOSE OF THIS AGREEMENT .....	
1.02	IDENTITY OF THE "EMPLOYER" .....	
ARTICLE	DURATION AND INTEGRITY OF AGREEMENT .....	
2.01	DURATION OF AGREEMENT .....	
2.02	EXCLUSION OF LABOUR RELATIONS CODE SECTIONS 50(2) AND 50(3) .....	2
2.03	WORK INTERRUPTION PROHIBITED .....	2
2.04	CONTRACTED SERVICES .....	2
2.05	IMPACT OF LEGISLATION .....	
ARTICLE 3	UNION RECOGNITION AND RELATED .....	
3.01	RECOGNITION OF EXCLUSIVE BARGAINING AGENT .....	
3.02	REFUSAL TO WORK WITH NON-UNION EMPLOYEES AND RECOGNITION OF LEGAL PICKET LINES .....	
3.03	PERFORMANCE OF BARGAINING <b>UNIT WORK</b> .....	
3.04	HARASSMENT AND DISCRIMINATION .....	
3.05	UNION BUTTONS .....	4
3.06	FAIR LABOUR SERVICES, PRODUCTS AND M A T E R I A L S .....	4
3.07	UNION HOUSE CARD OR BAR CARD C O N T R A C T .....	
3.08	UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS	
ARTICLE 4	U N I O N S E C U R I T Y	
4.01	M E M B E R S H I P .....	5
4.02	N E W E M P L O Y E E S .....	6
4.03	CHECK-OFF: ASSIGNMENT OF WAGES	
4.04	CHECK-OFF: PROCESS AND PROCEDURES	
4.05	AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING .....	8
4.06	ADDITIONAL UNION ASSESSMENT	
ARTICLE 5	SHOP STEWARDS AND SHOP C H A I R P E R S O N .....	8
5.01	S H O P S T E W A R D S .....	8
5.02	SHOP CHAIRPERSON .....	9
5.03	SHOP CHAIRPERSON AND OTHER S H O P S T E W A R D S .....	
5.04	MANAGEMENT AND SHOP STEWARDS MEETING .....	10
5.05	SHOP STEWARDS MEETINGS .....	10

Article Number	Subject	Page Number
ARTICLE 6	M A N A G E M E N T R I G H T S	11
6.01	M A N A G E M E N T R I G H T S	11
ARTICLE 7	H I R I N G P R O C E S S A N D P R O B A T I O N P E R I O D	11
7.01	H I R I N G P R O C E S S	11
7.02	P R O B A T I O N P E R I O D	12
ARTICLE 8	E M P L O Y E E T R A I N I N G	12
8.01	EMPLOYEE TRAINING PROGRAMS	12
8.02	PRIVATE AND GOVERNMENT <b>SUBSIDIZED</b> T R A I N I N G P R O G R A M S	13
ARTICLE 9	HOURS OF WORK AND RELATED	13
9.01	NORMAL STRAIGHT TIME HOURS OF WORK.....	13
9.02	S P L I T S H I F T S	14
9.03	SHIFT HOURS .....	15
9.04	<b>MAXIMIZING</b> THE LENGTH OF SHIFTS .....	15
9.05	ASSIGNMENT OF SHIFTS BY SENIORITY	15
9.06	DAYS OFF	15
9.07	TIME WORKED ON SIXTH AND SEVENTH C O N S E C U T I V E D A Y S	16
9.08	PAYMENT FOR TIME IN LIEU OF BREAKS	16
9.09	UNPAID MEAL BREAKS	16
9.10	RESTPERIODS .....	16
9.11	EMPLOYEE'S <b>RESPONSIBILITY</b> : WORK STARTTIME .....	16
9.12	WORK SCHEDULES .....	17
9.13	CHANGES IN WORK <b>SCHEDULES</b> .....	17
9.14	SCHEDULING OF OVERTIME .....	18
9.15	EXCHANGING SHIFTS .....	19
ARTICLE 9.1	SCHEDULING OF SHIFTS .....	20
9.1.01	THE MAIN PRINCIPLES .....	20
9.1.02	CATEGORIES OF EMPLOYEES	20
9.1.03	TRANSFERS BETWEEN CATEGORIES	20
9.1.04	THE FRAMEWORK FOR THE SYSTEM	21
9.1.05	THE SELECTION OF SHIFTS BY EMPLOYEES	22
9.1.06	SPECIAL PROVISIONS FOR PART-TIME BANQUET EMPLOYEES	24
9.1.07	SPECIAL PROVISIONS FOR ALL BANQUET EMPLOYEES	25
9.1.08	SCHEDULING PROVISIONS WAIVED IN SPECIAL CASES	25
ARTICLE 10	SENIORITY .....	26
10.01	SENIORITY ENTITLEMENT DEFINED .....	26
10.02	ELIGIBILITY FOR SENIORITY ENTITLEMENT	27
10.03	ACCRUAL OF SENIORITY .....	27
10.04	LOSS OF SENIORITY .....	27

Article Number	Subject	Page Number
10.05	SENIORITY LISTS	27
10.06	SENIORITY AND LEAVE OF ABSENCE	28
ARTICLE 11 PROMOTIONS AND TRANSFERS AND		
	LAY-OFF AND RECALL	28
11.01	PROMOTION	28
11.02	TRANSFERS..	28
11.03	PROMOTION AND TRANSFER TRIAL PERIOD	29
11.04	DEMOTIONS AND SENIORITY	31
11.05	LAY-OFF AND RECALL PROCEDURE	31
ARTICLE 12 WAGE ADMINISTRATION		
12.01	WAGE RATES	32
12.02	SUBSTITUTION PAY	33
12.03	WAGE RATE CONDITIONS	33
12.04	NEW CLASSIFICATIONS AND WAGE RATES	33
12.05	PAYMENT OF WAGES UPON DISCHARGE, LAY-OFF OR RESIGNATION	33
12.06	SPECIAL PROVISIONS FOR ELECTION DAYS	34
12.07	BANQUET GRATUITY AGREEMENT	34
ARTICLE 13 STATUTORY HOLIDAYS		
13.01	RECOGNIZED STATUTORY HOLIDAYS	35
13.02	ELIGIBILITY FOR STATUTORY HOLIDAY PAY	35
13.03	EMPLOYEES WHO DO NOT WORK ON A STATUTORY HOLIDAY	35
13.04	EMPLOYEES WHO PERFORM WORK ON A STATUTORY HOLIDAY	35
13.05	CALCULATION OF PAY FOR STATUTORY HOLIDAYS	36
13.06	STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION	37
13.07	LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT	38
13.08	ANNIVERSARY OF EMPLOYMENT	39
ARTICLE 14 ANNUAL VACATIONS		
14.01	ANNUAL VACATION PAY: EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE	40
14.02	ANNUAL VACATION AND VACATION PAY ENTITLEMENTS: EMPLOYEES WITH ONE YEAR OR MORE OF COMPLETED CONSECUTIVE SERVICE	40
14.03	DEFINITIONS	41
14.04	BENEFITS ON TRANSFER WITH SAME EMPLOYER	41
14.05	APPLICATIONS FOR ANNUAL VACATIONS	41
14.06	SCHEDULING OF ANNUAL VACATIONS	41
14.07	PREFERENCE FOR ANNUAL VACATIONS BY SENIORITY	42

Article Number	Subject	Page Number
14.08	SPLITTING OF ANNUAL VACATIONS	43
14.09	ANNUAL VACATIONS TO BE TAKEN WITHIN TIME LIMITS	43
14.10	POSTING OF ANNUAL VACATION SCHEDULES	44
ARTICLE 15	HEALTH CARE PLAN, PENSION PLAN AND WAGE LOSS PROTECTION	45
15.01	CONTRIBUTIONS FOR HEALTH CARE AND PENSION PLANS	45
15.02	CONTRIBUTIONS FOR PENSION	46
15.03	P E N S I O N P L A N Q U A L I F I C A T I O N S	46
15.04	DEEDS OF TRUST	47
15.05	PAYMENT OF CONTRIBUTIONS TO ADMINISTRATORS .....	47
15.06	MONTHLY STATEMENTS WITH CONTRIBUTIONS .....	47
15.07	PENALTIES FOR DEFAULT .....	47
15.08	INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS	48
15.09	EMPLOYER CEASING TO <b>BE</b> A MEMBER OF THE GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION	48
15.10	EMPLOYER CEASING TO PARTICIPATE IN THE HEALTH CARE PLAN	48
15.11	TABLE OF CONTRIBUTIONS	48
15.12	WAGE LOSS PROTECTION	48
15.13	WORK INJURY PAY	48
15.14	CONTRIBUTIONS ON BEHALF OF EMPLOYEES IN RECEIPT OF WORKERS' COMPENSATION TIME-LOSS BENEFITS	49
15.15	POSSIBLE INTRODUCTION OF GOVERNMENT PROGRAMS	49
ARTICLE	<b>16</b> LEAVES OF ABSENCE	49
16.01	LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE	49
16.02	LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS	50
16.03	LEAVE TO APPEAR AS WITNESS .....	50
16.04	BEREAVEMENT LEAVE .....	51
16.05	MATERNITY LEAVE .....	51
16.06	ADOPTION LEAVE .....	52
16.07	PATERNITY LEAVE .....	52
16.08	LEAVE FOR MILITARY SERVICE .....	52
16.09	LEAVE FOR JURY DUTY OR AS <b>WITNESS</b> FOR CROWN	53
16.10	GENERAL LIMITATION ON LEAVES OF ABSENCE.,	53
16.11	MULTIPLE APPLICATIONS FOR LEAVES OF ABSENCE	53

Article Number	Subject	Page Number
ARTICLE 17	MISCELLANEOUS EMPLOYEE ENTITLEMENTS	53
17.01	PROTECTED WORKING CONDITIONS	53
17.02	CAFETERIA, KITCHEN AND DINING LOUNGE MEAL ALLOWANCE	54
17.03	EMPLOYEE ATTENDANCE AT STAFF MEETINGS .....	54
17.04	EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY ..	55
17.05	NO INDIVIDUAL CONTRACTS OR A G R E E M E N T S ..	55
17.06	HEALTH LAWS AND LOCKUP FACILITIES F O R E M P L O Y E E S ..	56
17.07	COMPENSATION TO EMPLOYEES RE: ENFORCEMENT OF HOUSE RULES FOR PATRONS ...	56
17.08	SEVERANCE PAY: DELTA PACIFIC RESORT & CONFERENCE CENTRE, DELTA VANCOUVER AIRPORT HOTEL & MARINA, HYATT REGENCY VANCOUVER	57
17.09	SEVERANCE PAY: FOUR SEASONS HOTEL, HOLIDAY INN VANCOUVER CENTRE, RENAISSANCE VANCOUVER HOTEL HARBOURSIDE, THE WESTIN BAYSHORE .....	57
17.10	SUCCESSOR OWNER OBLIGATION .....	58
17.11	LIMITATION ON EMPLOYEE E N T I T L E M E N T S .....	58
17.12	INDUSTRIAL FIRST AID TRAINING OF E M P L O Y E E S .....	58
ARTICLE 18	EMPLOYEE CONDUCT AND DRESS .....	58
18.01	HOUSE RULES GOVERNING CONDUCT O F E M P L O Y E E S .....	58
18.02	CONTROL OF ABSENTEEISM .....	59
18.03	AUTHORITY RE: CHEQUES AND CREDIT .....	60
18.04	UNIFORM MODE OF DRESS .....	61
18.05	UNCONVENTIONAL MODE OF DRESS .....	61
18.06	S P E C I A L U N I F O R M S .....	61
18.07	TELEPHONE AND MAILING ACCESS .....	61
ARTICLE 19	LIQUOR CONTROL LEGISLATION AND R E G U L A T I O N S .....	61
19.01	EMPLOYEES SERVING LIQUOR .....	61
19.02	CHANGES IN REGULATIONS .....	61
ARTICLE 20	DISCIPLINE AND DISCHARGE OF E M P L O Y E E S .....	62
20.01	DISCIPLINE AND DISCHARGE OF E M P L O Y E E S .....	62

Article Number	Subject	Page Number
20.02	PERSONNEL FILES	62
20.03	WRITTEN RESPONSES TO WRITTEN DISCIPLINE	62
20.04	COMMUNICATION DURING GRIEVANCES	62
20.05	EMPLOYEE'S RIGHT TO REPRESENTATION	62
20.06	THE EXPUNGING OF CERTAIN DISCIPLINARY PENALTIES .....	63
ARTICLE 21	GRIEVANCE AND ARBITRATION PROCEDURES	63
21.01	DEFINITION AND RECOGNITION OF A GRIEVANCE.	63
21.02	GRIEVANCE PROCEDURE	64
21.03	ESTABLISHING THREE MEMBER BOARD	65
21.04	ARBITRATION HEARING AND AWARD	65
21.05	AUTHORITY OF THE ARBITRATION BOARD	66
21.06	OPTIONAL INVESTIGATION PROCEDURE	66
21.07	POWERS OF ARBITRATION BOARD	68
21.08	TIME LIMITS ARE DIRECTORY NOT DESCRIPTIVE	68
21.09	PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES	68
21.10	TROUBLESHOOTER PROCEDURE	68
21.11	FAST TRACK <b>MED/ARB</b> PROCESS .....	70
ARTICLE 22	DEFINITIONS AND JOB DESCRIPTIONS .....	72
22.01	OBJECTIVE INTERPRETATION	72
22.02	TIME SPAN REFERENCES	72
22.03	SPECIFIC DEFINITIONS	72
22.04	FIRST <b>MIXEROLOGIST</b> (FIRST BARTENDER): INCLUDED DUTIES	73
22.05	SECOND <b>MIXEROLOGIST</b> (SECOND BARTENDER): INCLUDED DUTIES	73
22.06	BAR PORTER: INCLUDED DUTIES	74
ARTICLE 23	TECHNOLOGICAL CHANGE	74
23.01	TECHNOLOGICAL CHANGE	74
SIGNATURE	PAGE	75
APPENDIX 1	LIST OF DEPARTMENTS	78
A P P E N D I X 2	W A G E R A T E S - N O T E .	81
APPENDIX 3	LIST OF SPECIFIC WORK WEEKS	82
APPENDIX 4	EMPLOYMENT STANDARDS ACT: PART 7 - M A T E R N I T Y L E A V E	83
APPENDIX 5	MAXIMUM NUMBER OF REGULAR BANQUET EMPLOYEES AT ANY ONE TIME	86
L E T T E R S O F U N D E R S T A N D I N G		
LOU #1	<b>RE:</b> CONTRACTED SERVICES [Article 2.04]	88
LOU #2	<b>RE:</b> CONTRACTING OUT AND TECHNOLOGICAL CHANGE	92
	[Articles 2.04, 6.01 and 23.01]	



Article Number	Subject	Page Number
LOU #3	RE: OPTIONAL INVESTIGATOR PROCEDURE [Article 21.06(d)]	94
LOU #4	RE: HYATT REGENCY VANCOUVER [Article 9]	96
LOU #5	RE: WORKLOAD OF ROOM ATTENDANTS	98
LOU #6	RE: AIDS, ALCOHOL AND OTHER SUBSTANCE ABUSE	100
LOU #7	RE: POSTING OF BARGAINING UNIT POSITIONS.,	102
LOU #8	RE: SPLIT DAYS OFF FOR SERVICE EMPLOYEES AND WORK ON THE SIXTH DAY IN ANY WEEK; PROHIBITION AGAINST BANKROLLING	104
LOU #9	RE: HYATT REGENCY VANCOUVER - BANQUET SERVER EXTRAS [Article 4]	106
LOU #10	RE: EMPLOYEE'S RESPONSIBILITY: WORK START TIME [Article 9.11]	108
LOU #11	RE: POSSIBLE INTRODUCTION OF GOVERNMENT PROGRAMS [Article 15.14]	11 0
LOU #12	RE: GRIEVANCE PROCEDURE - PRESUMPTION OF INNOCENCE I	12
LOU #13	RE: PROVISIONS FOR BREAKING SENIORITY TIES I	14
LOU #14	RE: RETIREMENT POLICIES I	16
LOU #15	RE: THE WESTIN BAYSHORE: INTRODUCTION OF SERVICE EXPRESS I	19
LOU #16	RE: ROOM ATTENDANTS - OTHER MATTERS	129
LOU #17	RE: MISCELLANEOUS MATTERS	133
LOU #18	RE: FORM REFERRED TO IN ARTICLE 17.05	136
LOU #19	RE: EMPLOYEES OF THE DELTA PACIFIC RESORT & CONFERENCE CENTRE: HOURS OF WORK, SENIORITY, PROMOTIONS, TRANSFERS, LAY-OFF AND RECALL PROVISIONS	138
LOU #20	RE: SENIORITY SYSTEM - DELTA PACIFIC RESORT & CONFERENCE CENTRE/SUEHIRO'S STEAK HOUSE	140
CHANGE	OF ADDRESS	150

Brian Foley's recommended terms of Settlement July 25, 2000	
Signature Page .....	142
Recommendations .....	143

**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 signatories to this Agreement and/or any purchaser, lessee or transferee of the operation.

**ARTICLE 2  
DURATION AND INTEGRITY OF AGREEMENT**

**2.01 DURATION OF AGREEMENT**

(a) This Agreement shall be for the period from and including July 28, 2000 to and including June 30, 2003. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.

(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 for 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 SECTIONS 50(2) AND 50(3)**

The operation of Sections 50(2) and 50(3) 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 under the Labour Laws of the Province of British Columbia, subject to the exclusions already recognized by the parties, or subsequently ordered by the Labour Relations Board or recongnized 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.

(c) The Union recognizes the Greater Vancouver Hotel Employers Association as the sole and exclusive agent for the employers named in the accreditation order issued by the Labour Relations Board.

**3.02 REFUSAL TO WORK WITH NON-UNION EMPLOYEES AND RECOGNITION OF LEGAL PICKET LINES**

(a) Refusal on the part of Union members to work with non-Union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union Office.

(b) No employee shall be required to cross a legal picket line arising from a strike or lockout. For 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

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

#### **4.03 CHECK-OFF: ASSIGNMENT OF WAGES**

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

(b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees or reinstatement fees as the case might be, 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 or reinstatement fees as the case might be, 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 Em-

**ployer'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, lines, 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 fifteenth 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 paycheck, 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 & 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; or
- (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 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 fulfillment of his responsibilities as an employee. Neither the Shop Chairperson nor any Shop Steward is entitled to engage in Union activities during his 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 department head or, in the absence of his department head, from an alternate designated by his 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 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 post-



ed. 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 SHOP STEWARDS MEETINGS**

(a) Up to a maximum of four (4) times in any calendar year, on a quarterly basis, the Shop Stewards shall be entitled to meet on their own under the terms of this Article 5.05, in preparation for a meeting with the designated representatives of the Employer pursuant to the provisions of Article 5.04(a). In any case where the Shop Stewards have already prepared an agenda for a meeting with the Employer representatives, and have agreed upon the arrangements for such a meeting with the Employer, including a tentative agenda, the Shop Stewards shall be permitted to attend their own meeting for a maximum of two (2) hours, without loss of pay in accordance with the provisions of Article 5.04(b), and shall be entitled to accommodation provided by the

Employer in accordance with the provisions of paragraphs (d) and (e) of Article 5.04.

(b) Business agents and other officials of the Union authorized by the Union President shall be entitled to attend any of the meetings of Shop Stewards contemplated by paragraph (a) of this Article 5.05.

## **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 place of business.

## **ARTICLE 7 HIRING PROCESS AND PROBATION PERIOD**

### **7.01 HIRING PROCESS**

Where the Union desires to institute a dispatch hall relative to the GVHEA hotels, it will so advise the Association. The following will then apply:

(a) The Union will, each month, provide each GVHEA Employer with an "available members list", including classifications of members who are on lay-off from GVHEA hotels and who are registered with the Union dispatch hall. When a member registers with the dispatch hall, he will fill out a "profile sheet" which includes his 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, the Employer will first consider those members whose names appear on the current available members list. The Employer is entitled to choose a candidate which the Employer considers to be the best qualified and most suitable.

(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.

## **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 per cent (10%) less than the established wage rate for the appropriate classification, the Employer must first receive permission from the Union for such training program to be conducted on such terms.

(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.

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

(d) Nothing contained in this Article 8.01 or elsewhere in this Agreement, 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 pur-

suant 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.

#### **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;
- (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) subject to the provisions of Article 9.03(d), not more than eight (8) hours in any one (1) day;
- (ii) except in the case of an employee who has given

- prior written authorization on a Supplementary Employee Record of Scheduling Preferences. 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;
- (ii) no shift may be split more than once;
- (iii) no part of a split shall be less than two and one-half (2½) 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:  
Public House (Beer Parlour)  
Neighbourhood Pub  
Cocktail Lounge  
Desk (including Bellperson)  
Kitchen
- (ii) Split shifts are allowed during an employee's work week in the following departments:  
Banquets  
Room Service  
Restaurants  
Dining Rooms  
Cabarets (Specialty Rooms, Discos,  
Show Lounges).
- (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) eight (8) hours straight time pay for seven (7) hours worked;
- (ii) 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) shifts of more than eight (8) hours may be assigned as parts of a compressed work week, subject to the requirement for the prior written agreement of the Union President or by another Union official duly authorized by him in each specific case.

### **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 will be provided with work for the scheduled hours. This provision is not applicable in the case of banquet or catering department employees.

### **9.05 ASSIGNMENT OF SHIFTS BY SENIORITY**

(a) Within each departmental classification, the employees with the most seniority are entitled to the longest shifts.

(b) 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.

### **9.06 DAYS OFF**

(a) Except in the case of an employee who has given prior written authorization on a Supplementary Employee Record of Scheduling Preferences, all service employees shall receive two (2) consecutive days off in each seven (7) days; and

(b) All other employees shall receive two (2) days off in each seven (7) days, but the days off need not be consecutive.

**9.07 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS**

Subject only to the provisions of Article 9.1.05 (c), 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 5½ hours pay;
- 6 unbroken hours of work for 6½ 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 period up to maximum of one (1) month.

(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 (½) 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) 4 hours – one ten (10) minute rest period;
- (ii) 5 hours – one ten (10) minute rest period;
- (iii) 6 hours – one ten (10) minute rest period;
- (iv) 7 hours – two (2) ten (10) minute rest periods;
- (v) 8 hours – two (2) ten (10) minute rest periods.

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

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

**9.11 EMPLOYEE'S RESPONSIBILITY: WORK START TIME**

(a) 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.

(b) It shall be the responsibility of each employee to familiarize **himself with the work** schedules **which the** Employer posts at regular intervals, and to report for work in accordance with the information contained in such work schedules, or in accordance with any subsequent notice of change provided to him by the Employer pursuant to Article 9.13.

#### **9.12 WORK SCHEDULES**

(a) There shall be placed in a conspicuous place a work schedule specifying the names and classifications of each employee, days off of each employee and the starting and finishing time of each employee, and the Employer shall keep said schedule up to date.

(b) In recognition of the provisions of Article 9.13(a), each work schedule referred to in paragraph (a) of this Article 9.12, shall be posted at least ~~forty-eight~~ (48) hours in advance of the first shift contained on the schedule.

(c) If any change is made to the work schedules which the Employer posts at regular intervals, notice of such change shall be given directly to the affected employees by the Employer.

(d) The Employer shall make every reasonable effort to introduce a system by which any changes that are made to a ~~previously posted~~ work schedule, shall be made as clearly and legibly as possible, shall be dated, and shall as far as possible indicate that the change has been made by a person authorized to do so.

#### **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) The notices referred to in paragraphs (a) and (b) of this Article 9.13 shall be given directly to the affected employees by the Employer.

(d) 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.

(e) 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.

(f) In situations where an employee has not been provided with notice of a change in his 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 duties or he 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 work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case Paragraph (i) above applies.

(g) In any emergency situation covered by paragraph (b) of this Article 9.13, where an employee who was scheduled to work, fails to report for his shift, the Employer shall be required to offer the vacant shift to the most senior employee who was not already scheduled to work on the day in question, and is able and willing to work the shift without the Employer having to incur an overtime or other penalty.

#### **9.14 SCHEDULING OF OVERTIME**

In any case where no employee is available to work a shift or the extension of a shift at straight time, and the Employer thereupon determines that it is necessary to assign the work on an overtime basis, the following provisions will govern the assignment of the overtime.

(a) Where the Employer's determination was made forty-eight (48) hours or more in advance of the start of the overtime shift,

- (i) the overtime hours will be offered to the most senior employee within the classification and department;
- (ii) if the most senior employee declines the offer, the overtime hours will be offered to other employees within the classification and department in the order of their seniority;
- (iii) if no employee within the classification and

department is willing to work the overtime hours, the Employer may assign them to any other available employee without further restriction; and

(b) Where the Employer's determination was made less than forty-eight (48) hours in advance of the start of the overtime shift, the overtime hours will be assigned in accordance with the provisions of Paragraph (a) of this Article 9.14, but subject to the following provisions:

- (i) The Employer shall not be required to offer the overtime hours to any employee who has already been assigned overtime work during the same week, until the overtime hours have been offered to, and refused by all other qualified employees who have not already been assigned overtime work during the same week; and
- (ii) 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 shift.

#### **9.15 EXCHANGING SHIFTS**

(a) Subject to the provisions of paragraphs (b) and (c), an employee, having reached agreement with another employee in his own classification, may in writing apply for permission from his supervisor to exchange shifts with that other employee. The Employer reserves the right to approve or disapprove any such application, but providing (1) the application is submitted at least forty-eight (48) hours prior to the commencement of the shift which occurs first, (2) each of the said employees possesses the necessary qualifications to perform the other employee's job, as set out in Article 11.01 of this Agreement, and (3) the other employee is the most senior of the employees who is scheduled to work on the day in question and is willing to agree to the exchange, the Employer's approval will not be unreasonably withheld.

(b) In any case where, as a consequence of an exchange of shifts, a junior employee works in a given day or week more hours than a senior employee within his classification, or works on a shift that a senior employee would have preferred to work, the senior employee will have no cause to grieve the matter.

(c) An exchange of shifts will not be permitted if, as a consequence one or both of the employees would qualify for a premium payment of any kind.

**ARTICLE 9.1**  
**SCHEDULING OF SHIFTS**

**9.1.01 THE MAIN PRINCIPLES**

The main principles and guidelines for the operation of the new system of seniority, are as follows.

It is the clear intention of the parties that those employees who are willing and able to commit themselves on a continuing basis to employment by their Employer, should be given priority of treatment in the matter of scheduling of shifts.

The Employers agree that they will make every reasonable effort to maintain a suitable number of competent employees in order to support the new system.

It is agreed that, subject only to the legitimate business interests of the Employer, senior employees should be given the first opportunity to select their days off and specific a.m., p.m. and midnight shifts from among available shifts.

The parties acknowledge that the nature of the hotel industry is characterized by wide fluctuations in business levels and activity, and they therefore agree that it is in the best interests of all the parties that the collective agreement provide the maximum possible degree of stability for the largest number of employees.

The parties also agree that it is in the overall interests of the entire bargaining unit that senior employees, once having selected their days off and a.m., p.m. and midnight shifts, should be required to abide by their choices for a fixed period of time.

**9.1.02 CATEGORIES OF EMPLOYEES**

(a) All employees will be designated as either Part-Time or Regular, depending solely on their availability.

(b) Any employee who is prepared to make himself available without restriction, will qualify for Regular status, and any employee who is unwilling to do so, will be given Part-Time status.

(c) An employee with Part-Time status, other than one employed in the Banquets Department, shall be required to register his availability for specific times of the day or days of the week.

**9.1.03 TRANSFERS BETWEEN CATEGORIES**

(a) Any Part-Time employee, including one who was previously a Regular employee, may elect to transfer to Regular status, but, subject only to the provisions of paragraph (b) herein, may only do so during an election period, and will be given a seniority start date that

coincides with the date of his transfer to Regular status.

(b) Any Part-Time employee who, during the course of a period of four months, is the successful applicant in a competition for a full-time position, whether vacated by a Regular employee or newly established, may elect to transfer to Regular status at the time of his appointment, and if so electing, he will be given a seniority start date that coincides with the date of his transfer to Regular status.

(c) On the second occasion when a Regular employee is unable to select a schedule of shifts or to accept a specific shift assigned to him, for any reason other than one considered to be legitimate under the provisions of Article 13.05(d) of this Agreement, he will be designated as Part-Time effective immediately.

(d) A Part-Time employee who registers his availability for specific times of the day or days of the week, and who, during the course of any four-month period, for other than a bona fide reason declines three shifts that are assigned to him at a time when he had registered his availability, will have his employment terminated effective immediately.

(e) A Part-Time employee who, without prior authorization, registers himself as completely unavailable for an entire four-month period, will have his employment terminated effective immediately.

(f) Any Regular employee who decides to revert to Part-Time status, and who previously enjoyed Part-Time status within the same classification, will be given the seniority start date which he previously had on the Part-Time seniority list.

(g) Any other Regular employee who decides to revert to Part-Time status, Will transfer his Seniority start date with him from his Regular seniority list to his new Part-Time seniority list.

#### **9.1.04 THE FRAMEWORK FOR THE SYSTEM**

(a) Each calendar year will be divided into three segments, January to and including April; May to and including August; and September to and including December.

(b) The first seven days of the months of December, April and August of every year, shall be designated as the election period for the immediately following period of four months.

(c) Two weeks prior to the commencement of any

election period, department heads will publish a schedule that will represent as closely as possible, the core hours that are expected to be available in that department during the following period of four months.

(d) During the course of any election period, every employee who has not already done so, other than a Part-Time employee employed in the Banquets Department, shall be "required "to complete an Employee Record of Scheduling Preferences form (the "Preference form") on which shall be registered, in the case of each Regular employee, his preferences regarding weekly days off and a.m., p.m. and midnight shifts, and in the case of each Part-Time employee, those days of the week and times of each day when he will be available.

(e) At the time of hiring, each new employee, other than a Part-Time employee employed in the Banquets Department, shall be required to complete a Preference form on which, depending on his status as either a Regular employee or a Part-Time employee, shall be registered his preferences or availability in accordance with the provisions of paragraph (d) above.

(f) The preferences registered on the Preference forms, shall for each Regular employee, be taken into account by the Employer throughout the ensuing period of four months, or, in the case of an employee first hired during the course of any such period, during the remaining balance of the period.

(g) The availability registered on the Preference forms, shall for each Part-Time employee, other than one employed in the Banquets Department, be binding on him throughout the ensuing period of four months, and shall remain in force until replaced by another Preference form.

(h) Following commencement of his initial four month period, any employee who fails to file a new Preference form during any election period, other than a Part-Time employee employed in the Banquets Department, shall be assumed to have registered the preferences he selected for the previous four month period.

#### **9.1.05 THE SELECTION OF SHIFTS BY EMPLOYEES**

(a) Following publication of the representative schedules referred to in Article 9.1.04(c), each Regular employee shall be entitled in descending order of seniority, to select his own weekly schedule of five shifts, subject only to the requirement that the legitimate business needs of the Employer be observed.

(b) In selecting his weekly schedules of shifts, and when accepting supplementary shifts during the course of any given work week, any service employee who has provided prior written authorization on a Supplementary Employee Record of Scheduling Preferences form (the "Supplementary form"), will be entitled to split his days off for the purpose of maximizing his hours in any given work week or in order to obtain his preferred days off, and in any such circumstances the Employer will not be required to pay overtime rates or incur any other penalty.

(c) In selecting his weekly schedules of shifts, and when accepting supplementary shifts during the course of any given work week, any employee who has provided prior written authorization on a Supplementary form, will be entitled to select shifts which result in him working more than five consecutive days or more than five days in a seven day period, providing that this is done only for the purpose of maximizing his hours. In any such circumstances the Employer will not be required to pay overtime rates or any other penalty. Each Supplementary form shall remain in force until replaced by another Supplementary form. No employee may in any event work more than five days within any work week as defined in paragraph (d) herein, unless he is paid at double his straight time hourly rate.

(d) For the purposes of this Article 9.1 only, "work week" means a fixed seven-day period established for scheduling purposes by the Employer, which may not subsequently be altered without the consent of the Union. The specific work weeks in effect at the date of executing this Agreement are set out in the Appendix numbered 3 which is attached to, and which forms part of the Agreement, and may not be amended without the mutual consent of both parties.

(e) Any Regular employee who has registered a preference to work less than full-time hours, shall be entitled, in descending order of seniority, to be excused from working his weekly schedule of five shifts in any specific work week, providing that there is an employee within the same department and classification available to work the shift or shifts in question at normal straight-time rates.

(f) Having selected his preferred weekly schedule of shifts, a Regular employee will not be entitled to make changes in his weekly days off or in the a.m., p.m. or midnight shifts he selected, for the balance of the period of four months, unless those changes can be accom-

plished without causing disruption to any other employee.

(g) Where, after having made his selection of a weekly schedule of shifts, a Regular employee discovers that one or more of his chosen shifts becomes unavailable, he shall be offered a substitute shift in place of any missing shift that in the first instance constitutes part of a Part-Time pool of shifts, or, if none exists, then one that constitutes part of the weekly schedule of shifts of the most junior Regular employee in his classification.

#### **9.1.06 SPECIAL PROVISIONS FOR PART-TIME BANQUET EMPLOYEES**

(a) During the last week of December, April and August in each year, and during each succeeding week, on or before a day and time in that week to be clearly stipulated in advance by the Banquet Manager, each Part-Time Banquet department employee shall be entitled to complete a Banquet Department Availability Form on which he may register those days of the immediately following week and those times of each of those days when he will be available.

(b) The availability registered by a Part-Time Banquet department employee on his form, shall be binding on the employee for the week to which it applies.

(c) A Part-Time Banquet department employee who, without prior authorization, fails to register himself as available on a realistic basis for at least one shift every two (2) weeks during any four-month period, may have his employment terminated effective immediately.

(d) When the Banquet Manager schedules Part-Time Banquet department employees for work in any week, he shall be obliged to schedule first, in descending order of their seniority, those employees who registered their availability on the form first referred to in the paragraph (a) above.

(e) If, after having scheduled to work all those employees who had previously registered their availability on the form first referred to in Article 9.1.06(a), the Banquet Manager requires additional employees to work, he shall offer the work to other employees in descending order of their seniority within their respective classifications, it being clearly understood and accented that where he is unable to make immediate and direct contact with a senior employee, he will be entitled to proceed to offer the work to the next most senior employee.

**9.1.07 SPECIAL PROVISIONS FOR ALL BANQUET EMPLOYEES**

(a) The maximum number of Banquet Department employees who may be granted Regular status in the several member hotels of the Association at any one time, shall be as set forth in the Appendix numbered 5 which is attached to, and which forms part of the Agreement.

(b) Whenever a vacancy occurs among the Regular employees employed by the Employer in its Banquet department in a classification listed in Appendix 5, the Employer shall post a notice of the vacancy, and the vacancy shall be filled by the most senior of the Part-Time employees within the classification in question who apply.

(c) In any case where there are fewer Part-Time employees who apply than there are vacancies, the Employer may fill the position from elsewhere in the Hotel or from outside the workforce.

(d) If a Part-Time employee employed by the Employer in its Banquet department in a classification listed in Appendix 5, is interested in attaining Regular status, and takes an approved leave of absence, he will be responsible for registering his interest in a potential vacancy with the Employer, and where he has done so, the Employer will be obligated to consider his registration of interest as an application for any vacancy among the Regular employees in his classification that might occur during the employee's leave of absence.

(e) Any Part-Time employee who attains Regular status pursuant to this Article 9.01.7, shall be placed at the bottom of the Regular seniority list for his classification with a date equivalent to the date of his transfer to that status.

**9.1.08 SCHEDULING PROVISIONS WAIVED IN SPECIAL CASES**

On the understanding that the Employer is not required to create any particular shift or shifts which would in any way disrupt the operation of his hotel, the General Manager and the Union President may agree that special grounds exist for permitting a Room Attendant to limit her availability to work, and the Employer may therefore assign such limited hours to an eligible Room Attendant at any time. The grounds that will be recognized for such special treatment are

- (i) where a Room Attendant 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 provided with limited hours;

- (ii) where a Room Attendant wishes to undertake an educational course related to her future in the hospitality industry;
- (iii) where a Room Attendant has decided to retire within the reasonably near future, and where the Room Attendant wishes to undergo a progressive reduction in the number of days or hours she works; or
- (iv) where it is considered that compassionate or other appropriate grounds exist.

## **ARTICLE 10 SENIORITY**

### **10.01 SENIORITY ENTITLEMENT DEFINED**

(a) For the purposes of this 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.

(b) For the purposes 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) In any case where a Part-Time employee believes that he is working a majority of his hours in a classification other than the one for which he was hired, or other than the one to which he was subsequently transferred, he may apply to the Employer to be transferred to such other classification, and if it can be established that he has been working more hours in another classification, he shall be transferred into the new classification, and shall be given a seniority start date that coincides with the date of his transfer into the new classification.

(e) 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.

(f) For the purposes of this Agreement, "departmental seniority" shall be defined as an employee's total

length of continuous service within a particular department.

(g) In any instance where two or more regular employees are awarded the same start date for seniority purposes, the tie between them shall be broken in accordance with the provisions contained in the Letter of Understanding which is appended to, and which forms a part of this Agreement.

#### **10.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT**

(a) The Employer will maintain the practice of making every reasonable effort to apply the principles of seniority to temporary employees.

(b) Regular employees shall possess seniority rights which are superior to those of Part-Time employees.

#### **10.03 ACCRUAL OF SENIORITY**

Each employee will be granted seniority rights which are related to the date when he

- (i) commenced his employment with the Employer,
- (ii) entered his current department, or
- (iii) entered his current classification, as the case might be.

#### **10.04 LOSS OF SENIORITY**

An employee will lose all his seniority rights where he:

- (a) voluntarily terminates his 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 other than medical; or
- (e) receives severance pay in accordance with the provisions of Articles 17.10, 17.11 or 23.

#### **10.05 SENIORITY LISTS**

(a) The Employer agrees to post updated departmental seniority lists within one (1) week of the conclusion of each election period, containing 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) the date from which the employee's classification seniority is calculated; and
- (v) for an employee who has transferred from Part-

Time to Regular status within the same classification, his Part-Time seniority date.

(b) The seniority lists shall remain posted until they are replaced after the conclusion of the immediately following election period.

(c) Any objection to the accuracy of a posted seniority list must be lodged with the Employer prior to the last day of the month in which the election period falls. Thereafter, the posted lists will be deemed to be valid and correct for all purposes of this Agreement.

(d) At the time of posting, a copy of each seniority lists shall be given to the Union.

#### **10.06 SENIORITY AND LEAVE OF ABSENCE**

No employee shall have the right to claim seniority if he or she has been on a leave of absence in excess of three (3) months, except as provided in Articles 16.01, 16.02, 16.05, 16.06, 16.07, 16.08 and 16.09.

### **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 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 word 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.

(c) In any case where an employee is transferred to another classification within the same department, he shall retain his existing seniority status and his existing departmental seniority start date, but shall receive a new classification seniority start date which shall coincide with the effective date of his transfer.

(d) In any case where an employee is transferred to another department, he shall retain his existing seniority status, but shall receive new classification and

departmental seniority start dates, both of which shall coincide with the effective date of his 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 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 decide during the trial period that he does not want to continue in the job, then the employee may be returned to his 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.

(c) Notwithstanding the provisions of Paragraph (a) of this Article 11.03, in any case where the promotion or transfer appointment is made to a position that has been vacated on what is deemed to be a temporary basis, by an employee who has been granted a leave of absence pursuant to Article 16.05, 16.06, 16.07, 16.08 or 16.09 of this Agreement, the trial period of ninety (90) calendar days shall be extended to cover the entire period of the relevant leave of absence, and the right of the employee to be returned to his former job shall apply to any such extended period, together with all other provisions of Articles 11.03(a) and 11.03(b).

(d) Any employee who is granted a promotion or transfer appointment by the Employer to a position outside the bargaining unit, shall be entitled to return to his former job within thirty (30) calendar days of such appointment, if he is unable to satisfy the requirements of his new job, or if he does not want to continue in the new job. In any such case, 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, and in any such case the employee who is returned to his former job from outside the bargaining unit, shall be returned with all the rights and obligations which he possessed prior to his promotion or transfer.

(e) Commencing on the first day of work in a position outside the bargaining unit, an employee promoted or transferred pursuant to paragraph (d) of this Article 11.03, shall relinquish all of his benefits, rights and obligations as a member of the bargaining unit other than the right to be returned to his former job during the thirty (30) calendar days immediately following his appointment, and the Union shall be neither entitled nor required to represent such employee for any purpose other than to enforce the right established by Paragraph (d) of this Article 11.03.

(f) In any case where an employee who was granted a promotion or transfer appointment by the Employer to a position outside the bargaining unit, is returned to his former job within thirty (30) calendar days of such appointment,

- (i) the Employer shall retain the responsibility for maintaining the employee's health and welfare coverage until such time as the employee has requalified for coverage under the Health Care Plan referred to in Article 15;
- (ii) the Employer shall immediately resume making its pension contributions to the Pension Plan on behalf of the employee, in the amounts specified in Article 15 of this Agreement; and
- (iii) the employee shall be required to pay to the Union such fees and dues as may be assessed in order to obtain reinstatement, including retroactive dues, where applicable.

(g) In order to avoid any misunderstanding on the part of an employee who is granted a promotion or transfer appointment by the Employer to a position outside the bargaining unit, regarding entitlement to the severance pay provisions contained in Article 17 of this Agreement, it is agreed by the parties that

- (i) if he is returned to his former job within thirty (30) calendar days of an appointment, severance pay to which he may be entitled upon his eventual termination, shall be calculated on the basis of his total length of service with the Employer, i.e. ignoring the period of service outside the bargaining unit; and
- (ii) if he remains outside the bargaining unit at the end of the period of the said thirty (30) calendar days, any entitlement to severance pay which he would have possessed in the event his employment had been terminated while he was a member of the bargaining unit, will have been abandoned.

(h) The entitlement established by Paragraph (d) of this Article 11.03, may not be exercised by any individual employee more frequently than once during his tenure as a bargaining unit employee.

(i) In any case where the Employer decides to promote or transfer an employee to a position outside the bargaining unit, the Employer shall notify the Union in writing in advance, "stipulating the effective date of the appointment.

(ii) The Union agrees to give reasonable consideration to any request by the Employer for extension of the thirty (30) day period set out in (d), (e), (f) and (g) based on extenuating circumstances. Such applications will be made by the Employer in a timely manner and the decision to allow or not allow an extension will be made by the Union's President or someone designated to do so on his behalf.

#### **11.04 DEMOTIONS AND SENIORITY**

(a) When layoffs occur within any classification, the employee with the least seniority in the classification shall be the first employee to be laid off, it being understood that any such employee who is laid off without an expectation of being recalled within the ensuing period of sixty (60) days, shall have the right to be transferred within the same department, to any other classification in which he had previously held seniority rights, and in which the Employer considers him able satisfactorily to perform the full measure of the work required.

(b) Any employee transferred to another classification pursuant to the provisions of Paragraph (a), shall have seniority within such other classification according to his length of service in the department, as measured by the date when he commenced his employment in the department.

#### **11.05 LAY-OFF AND RECALL PROCEDURE**

(a) In the event of a lay-off, the order of lay-off within any affected classification shall be as follows: probationary employees in reverse order of their seniority; then Part-Time employees in reverse order of their seniority; then regular employees in reverse order of their seniority.

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

(c) Employees shall be recalled in the inverse order to that in which they were laid off.

(d) An employee who has been laid off and wishes to

be recalled must insure 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 recall rights.

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

## **ARTICLE 12 WAGE ADMINISTRATION**

### **12.01 WAGE RATES**

(a) Subject to paragraphs (b) and (c) following, the minimum wage rates provided in the appendix numbered 2 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 (87½%) 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 GVHEA 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 being paid, because of this provision, provided he remains employed at the hotel.

(e) In the application of this Article 12.01, no employee shall be paid an hourly wage rate lower than that set by the Employment Standards Act of the Province of British Columbia, or pursuant to its Regulations.

#### **12.02 SUBSTITUTION PAY**

(a) Subject to the provisions of paragraphs (b) and (c) of this Article 12.02, all employees shall **be entitled** to receive for each hour of work the actual hourly wage rate which applies to the classification in which the work is performed.

(b) When an employee employed in the Kitchen Department works twenty (20) hours or less in any one (1) week in any higher classification than that in which he is regularly employed, he shall be paid by the hour for the hours worked at the higher classification.

(c) When an employee employed in the Kitchen Department works more than twenty (20) hours in any one (1) week in any higher classification than that in which he is regularly employed, he shall be paid at the rate of the highest classification for all hours worked in such a week.

#### **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.

#### **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 resignation.

(b) When an employee is laid off or discharged, the Employer shall pay all wages owing to him 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 EI "Record of Employment" form which will indicate the reason for the separation from employment.

#### **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 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 department is normally posted.

(i) He may request his department head in writing to shorten his regular daily shift in order to increase the amount of his 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 for the time not worked.

(ii) He may request his department head in writing to reschedule his daily shift in order to maintain his regular number of hours. In such case the Employer may accommodate the request by modifying the starting time of his 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 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**

The parties have executed a Banquet Gratuity Agreement which forms a part of this Agreement, and

which may not be amended without the mutual consent of both parties.

**ARTICLE 13  
STATUTORY HOLIDAYS**

**13.01 RECOGNIZED STATUTORY HOLIDAYS**

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

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

(b) Canada Day will invariably be observed for the purposes of this Agreement on July 1st.

**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 last regularly scheduled shift immediately preceding the holiday and his first regularly scheduled shift immediately following the holiday; or
- (iii) working on either his last regularly scheduled shift immediately preceding the holiday or his 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 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.

**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 (1½) times his normal straight time wage rate for the first eight (8) hours he works on the statutory holiday, and shall be paid two and one-half (2½) times his normal straight time wage rate for any hours he 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, exclusive of all premium payments, by
- (ii) the straight time hours he actually worked during the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10), and by calculating the resulting product to two places of decimals.

(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 on Christmas Day or Boxing Day, shall be the greater of

- (i) the number of hours actually worked by him on the holiday, to a maximum of eight (8); or
- (ii) the number of hours credited to him 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, if a regular employee, scheduled to work for less hours on Christmas Day or Boxing Day than the length of his normal shift for the day on which the holiday occurs, or 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 straight time hours which the employee would have worked during the immediately preceding two (2) week period if he had not been absent; or
- (ii) where no such agreement is possible between the Employer and the employee, the number of straight time hours actually worked by the employee in the most recent two (2) week period worked by him in which he was not absent.

(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 GVHEA/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 GVHEA/Local 40 Health Care Plan except for the existence of any waiting period or eligibility restrictions established by the Trustees of the 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 or statutory holiday pay by

- (i) working on both his last regularly scheduled shift immediately preceding a period of his annual vacation and his first regularly scheduled shift immediately following a period of his annual vacation; or
- (ii) working on either his last regularly scheduled shift immediately preceding a period of his annual vacation or his first regularly scheduled shift immediately following a period of his 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 last regularly scheduled shift immediately preceding a period of his annual vacation or his first regularly scheduled shift immediately following such period of his 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 annual vacation, he shall provide reasonable advance notice in writing, indicating whether he 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 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 failure to report for work on the statutory holiday as scheduled, he shall forfeit whatever pay he 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 eligibility for a holiday in recognition of his 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 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 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 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 anniversary of employment holiday, he shall provide reasonable advance notice in writing, indicating whether he wishes to be granted a day off on his 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 annual vaca-

tion, 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 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: EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE**

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

**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:

Completed Years of Service	Annual Vacation Time	Annual 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, but less than 25	5 weeks	10%
25 years or more	6 weeks	12%
<i>(Effective January 1, 2002)</i>		
7 years, but less than 17 years	4 weeks	8%
17 years, but less than 23	5 weeks	10%
23 years or more	6 weeks	12%

(b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment subject to Articles 10.03 and 14.05 of this Agreement.

(c) Annual vacation pay shall be calculated using

the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding anniversary year.

(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 annual vacation pay on the last pay day immediately preceding his annual vacation, providing he 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 one year, and running to and including the 31st 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 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) 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 March 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 vacation year, providing they have filed written applications by the last day of February 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 per cent (5%) without the Employer's consent.

(b) Nothing in this Article 14.06 shall preclude the Employer from permitting more than five per cent (5%) of the 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 per cent (5%) 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 (1820). 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.

(e) Notwithstanding the foregoing provisions of this Article 14.06, in any case where an employee applies for his annual vacation after the last day of February, his application may be denied by the Employer if the number of employees already absent, and reasonably expected to continue being absent from his department during the time covered by his application, through a combination of annual vacation, weekly indemnity or workers' compensation leaves, exceeds the limits set out in Paragraph (a) of this Article.

(f) In any case where the Employer has approved an application for annual vacation, that approval may not be withdrawn without the employee's consent.

#### **14.07 PREFERENCE FOR ANNUAL VACATIONS BY SENIORITY**

(a) Providing he files his application for annual vacation in writing by the last day of February for the immediately following annual vacation year, and sub-

ject to the 5% limit contained in Article 14.06(a), a senior employee shall have preference within his department over all junior employees with respect to the selection of his annual vacations.

(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 February for the immediately following annual vacation year.

(c) With respect to all written applications filed after the last day of February 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.

(d) For the purposes of this Article 14.07, Regular employees shall be considered to be senior to Part-Time employees, regardless of their relative length of service within the hotel or within their department or classification.

#### **14.08 SPLITTING OF ANNUAL VACATIONS**

(a) All employees are entitled to split their annual vacation entitlement into as many segments as they have weeks of entitlement in any year, providing that each segment shall consist of one or more full weeks.

(b) Notwithstanding the provisions of paragraph (a), by mutual consent of the Employer and an employee, the employee may be granted one or more segments of his annual vacation entitlement in blocks of less than one full week.

(c) Whenever an employee takes only a part of his annual vacation entitlement, he shall be paid a strictly prorated portion of his 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 is entitled, not later than twelve (12) months after the anniversary date upon which he became entitled to it.

(b) An employee may not defer any of his 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 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 non-conforming 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 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 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 choosing.

#### **14.10 POSTING OF ANNUAL VACATION SCHEDULES**

Not later than March 20th 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 February, and whose applications had been approved by the Employer.

**ARTICLE 15**

**HEALTH CARE PLAN, PENSION PLAN AND WAGE  
LOSS PROTECTION**

**15.01 CONTRIBUTIONS FOR HEALTH CARE AND  
PENSION PLANS**

(a) Effective July 28, 2000, the total amount of the Employer's contribution for the Health Care Plan will be ninety-five point six cents (95.6¢) for each hour of employment performed by an employee covered by the Agreement.

This amount has been determined by the Plan Administrator for the purpose of maintaining the benefit levels in force on March 1, 2000 and to ensure an adequate Fund Reserve.

(b) Effective July 28, 2000, the total amount of each employee's contribution for fringe benefits will be nine cents (9¢) for each hour of employment performed by him/her.

(c) Effective August 1, 2000, the total amount of the Employer's contribution for the Health Care Plan will be increased to ninety-eight point two cents (98.2¢) for each hour of employment performed by an employee covered by the Agreement.

This amount will be increased from the amount shown in (a) above for the sole purpose of implementing the year 2000 Dental Fee Schedule and increasing the Weekly Indemnity to seventy-five percent (75%) with a weekly maximum of four hundred forty-eight dollars (\$448.00)

(d) Effective January 1, 2001, the total amount of the Employer's contribution for the Health Care Plan will be increased to one dollar and seven cents (\$1.07) for each hour of employment performed by an employee covered by the Agreement.

This amount will be increased from the amount shown in (c) above for the sole purpose of adding hearing aid coverage to the Extended Health Plan, subject to a maximum payment of seven hundred fifty dollars (\$750.00) during any continuous five (5) year period and subject to certification by an otolaryngologist and to add Plan C (Orthodontia) to the Dental Plan with a lifetime maximum payment of fifteen hundred dollars (\$1,500.00). Also on January 1, 2001, the annual maximum payments under the Dental Plan will be twenty-one hundred dollars (\$2,100.00) for an individual, twenty-four hundred dollars (\$2,400.00) for a family

with an aggregate maximum of four thousand dollars (\$4,000.00).

(e) Each year after 2001, the Employers' contribution to the Health Care Plan will be established at an hourly contribution which, in the Plan Administrator's view, will ensure that the benefit levels as of January 1, 2001 are maintained and an adequate Fund Reserve is in place. The Dental Fee Schedule each year will be the current schedule for that year.

(f) If, during the term of the Collective Agreement, the benefit levels under any of the Health Care Plans under the control of the Administrator are improved beyond the levels applicable to employees in this bargaining unit, the Employers and the Union will meet to discuss what changes should be made to the benefit levels applicable to employees in this bargaining unit. Should they be unable to reach agreement on this matter, it will be referred to Brian Foley for a binding decision.

#### **15.02 CONTRIBUTIONS FOR PENSION**

(a) Effective July 1, 2000, the Employers contribution to the Pension Plan will be thirty cents (30¢) for each hour of employment performed by an employee covered by the Agreement.

(b) Effective September 1, 2000, the Employers contribution to the Pension Plan will be thirty-three cents (33¢) for each hour of employment performed by an employee covered by the Agreement.

(c) Effective September 1, 2001, the Employers contribution to the Pension Plan will be thirty-six cents (36¢) for each hour of employment performed by an employee covered by the Agreement.

(d) Effective September 1, 2002, the Employers contribution to the Pension Plan will be thirty-nine cents (39¢) for each hour of employment performed by an employee covered by the Agreement.

(e) Effective April 1, 2003, the Employers contribution to the Pension Plan will be forty-two cents (42¢) for each hour of employment performed by an employee covered by the Agreement.

#### **15.03 PENSION PLAN QUALIFICATIONS**

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.

**15.04 DEEDS OF TRUST**

It is mutually agreed between the Union and the Employer that all terms and conditions of the Trust Deed between the Union and the Greater Vancouver Hotel Employers Association in regards to Health Care, and 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. This shall at no time determine the hourly rates of contribution as defined within Article 15 of the Agreement.

**15.05 PAYMENT OF CONTRIBUTIONS TO ADMINISTRATORS**

The Employer agrees to forward all monies payable by him in respect of fringe benefits, on or before the 10<sup>th</sup> day of the month following the actual performance of work, and shall forward said contributions to the respective Administrators,

**15.06 MONTHLY STATEMENTS WITH CONTRIBUTIONS**

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 their Social Insurance Numbers and the number of hours worked by them.

**15.07 PENALTIES FOR DEFAULT**

(a) In the event the Employer fails to remit contributions to the Pension Plan in conformity with the provisions of Article 15.05, 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 the Pension Plan a penalty in the amount of \$50.00. The Employer shall also be responsible for loss of benefits to any employee because of the Employer's default action.

(b) Payments of contributions to the Health Care Plan under Article 15.05 which are not paid on the due date, will bear interest from the date the contribution was due until it is paid in full, at the prime rate per annum charged by the bank appointed from time to time by the Trustees under the Trust Deed between the Association and the Union to its most credit worthy customers at the date such contribution was due plus one percentage point. The Employer shall also be

responsible for loss of benefits to any employee because of the Employer's default action.

**15.08 INVESTIGATION OF THE EMPLOYER'S PAY-ROLL RECORDS**

Upon receipt of a reasonable period of advance notice, the Employer shall allow the properly authorized representative of the Union, the Plan Administrators or such other properly authorized representatives of the Board of Trustees 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.

**15.09 EMPLOYER CEASING TO BE A MEMBER OF THE GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION**

In the event the Employer ceases to be a member of the Greater Vancouver Hotel Employers Association during the term of the Agreement, the parties shall continue to be bound by all of the obligations established by this Article 15, until such date as they enter into the immediately following renewal Collective Agreement.

**15.10 EMPLOYER CEASING TO PARTICIPATE IN THE HEALTH CARE PLAN**

In the event it ceases to participate in the Greater Vancouver Hotel Employers Association-Local 40 Health Care Plan, the Employer shall remain responsible for any and all residual liabilities associated with, or arising from its period of participation in the Plan.

**15.11 TABLE OF CONTRIBUTIONS**

DESCRIPTION	Jul. 28 2000	Aug. 1 2000	Sept. 1 2000	Jan. 1 2001	Sept. 1 2001	Jan. 1 2002	Sept. 1 2002	Jan. 1 2003	Apr. 1 2003
Health & Welfare Employer	\$0.956	\$0.982	\$0.982	\$1.07	\$1.07	\$1.07*	\$1.07	\$1.07*	\$1.07
Health & Welfare Employee	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Pension	\$0.30	\$0.30	\$0.33	\$0.33	\$0.36	\$0.36	\$0.39	\$0.39	\$0.42

\* Subject to review by Plan Administrator on January 1, 2002 and January 1, 2003.

**15.12 WAGE LOSS PROTECTION**

After two (2) years employment, an employee who is eligible for weekly indemnity under the Greater Vancouver Hotel Employers Association -- Local 40 Health Care Plan, shall be reimbursed for the first three (3) days of wage loss, once in each calendar year.

**15.13 WORK INJURY PAY**

An employee who is injured on the job during his working hours, and who as a consequence

(a) is required to leave his place of work in order to obtain treatment; and

(b) receives neither weekly indemnity benefits pursuant to the GVHEA/Local 40 Health Care Plan nor time-loss benefits from the Workers' Compensation Board for the balance of the shift during which he was injured;

shall be paid by the Employer at his straight time rate for all of the hours he was scheduled to work on the day on which he was so injured.

**15.14 CONTRIBUTIONS ON BEHALF OF EMPLOYEES IN RECEIPT OF WORKERS' COMPENSATION TIME-LOSS BENEFITS**

In the case of an employee who is in receipt of time-loss benefits from the Workers' Compensation Board, the Employer shall remit contributions to the Health Care Plan and to the Local 40 Pension Plan pursuant to the provisions of subsections (a) and (c) of Article 15.02, on the basis of the hours the employee would have been working other than for his temporary disability.

**15.15 POSSIBLE INTRODUCTION OF GOVERNMENT PROGRAMS**

The provisions of Articles 15.01 and 15.02 of this Agreement shall be subject to the provisions of the Letter of Understanding which has the same heading, and which forms a part of this Agreement.

**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 or to a full-time position as a staff representative 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 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 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 immediate family.

(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.

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

**16.05 MATERNITY LEAVE**

(a) Subject to the provisions of paragraphs (b), (c), (d) and (e) of this Article 16.05, an employee who has completed her probationary period, shall be entitled to a leave of absence without pay in accordance with all of the provisions of Part 7 of the Employment Standards Act, as it was enacted at the date this Agreement was executed, or as it might subsequently be amended from time to time. It is understood and agreed that the provisions of the said Paragraphs (b), (c), (d) and (e) are intended to clarify and to supplement, but not to limit the application of Part 7 of the Employment Standards Act which shall be attached to, and shall form part of the Agreement as the Appendix numbered 4.

(b) An employee who resumes employment on the expiration of a leave of absence granted pursuant to this Article, shall be reinstated by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave of absence not been taken.

(c) Where the employee elects to continue to pay her contributions to the Health Care Plan, the Employer shall be required to continue making its contributions to the Health Care Plan and to the Local 40 Pension Plan in accordance with Article 15.02, and on the basis of those hours which result from application of the for-

mula determined by the Trustees of the Health Care Plan and in effect at the time.

(d) An employee who has been granted a leave of absence pursuant to this Article 16.05, shall retain her seniority during the period of the leave of absence.

(e) 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 ADOPTION LEAVE**

(a) Upon request, an employee who has completed his probationary period, will be granted adoption leave without pay in accordance with the provisions of the Employment Standards Act as it was enacted on March 22, 1991, or as it might subsequently be amended from time to time.

(b) The period of adoption leave shall commence within two (2) weeks of the date of the adoption.

(c) The provisions of paragraphs (b), (c), (d) and (e) of Article 16.05 shall apply to an employee who has been granted adoption leave pursuant to this Article 16.06.

(d) An employee who is the spouse of another employee who has already been granted adoption leave pursuant to this Article 16.06, is not entitled to such adoption leave.

#### **16.07 PATERNITY LEAVE**

(a) In the case of the birth of his child, an employee who has completed his probationary period, shall be entitled to a leave of absence without pay in accordance with the provisions of the Employment Standards Act as it was enacted on March 22, 1991, or as it might subsequently be amended from time to time.

(b) The provisions of paragraphs (b), (c), (d) and (e) of Article 16.05 shall apply to an employee who has been granted paternity leave pursuant to this Article 16.07.

#### **16.08 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.

**16.09 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.

**16.10 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.

**16.11 MULTIPLE APPLICATIONS FOR LEAVES OF  
ABSENCE**

(a) With respect to all applications made by employees for leaves of absence, 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 to the senior employee.

(b) In cases where an employee's application is not made in writing, the Employer will be responsible for recording it in writing and dating it.

(c) The Employer undertakes to make every reasonable effort to reach its decision on such applications within a reasonable period of time following the application, and to communicate it to the affected employee with a minimum of further delay.

**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.

#### **17.02 CAFETERIA, KITCHEN AND DINING LOUNGE MEAL ALLOWANCE**

A wholesome meal shall be supplied by the Employer with no deduction from the employee's wages on the following basis:

All shifts in excess of five (5) hours worked shall receive one (1) meal per day.

#### **17.03 EMPLOYEE ATTENDANCE AT STAFF MEETINGS**

(a) Where an employee is directed by the Employer to attend a staff meeting during his regular working hours the employee shall be compensated at his regular hourly rate for the time spent in such attendance.

(b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week.

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

(d) Where an employee is directed by the Employer to attend a staff meeting during his regular days off, the employee shall be compensated at his regular hourly rate for the time spent in such meeting.

(e) Notwithstanding any of the foregoing provisions of this Article 17.03, any employee hired after June 30, 1998, may be required to attend in-house training sessions of general application to other employees, at which it is expected that he will acquire new or enhanced skills or knowledge, and, providing he is given at least seven (7) days notice of the date of the

session, he shall be paid at his regular straight time hourly rate for such attendance to an annual maximum of sixteen (16) hours, providing such hours do not exceed ten (10) on any working day, eight (8) on any day off, or forty-eight (48) in any week. The notice of the training session will be provided in writing and will indicate the matters on the agenda. The notice will also indicate if the training session is mandatory or voluntary.

**17.04 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY**

(a) In any case where an employee provides notice to the Employer of his intention to return to work following an absence due to illness or injury, including absences covered by Workers' Compensation Board benefits, the employee will be entitled to be reinstated in his former position as soon as the Employer has been able, without incurring any penalty, to provide the appropriate notice, as required by the provisions of Article 9.13, to any other employee who might have been scheduled to work in place of the returning employee during that employee's absence.

(b) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically able to resume the performance of the duties.

**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.

(c) Notwithstanding the provisions of subsections (a) and (b), an employee may legitimately be required to sign for the receipt of cash or other assets of his Employer which have been entrusted to his safekeeping.

(d) Notwithstanding the provisions of subsections (a) and (b), an employee may legitimately be required to sign for the receipt of a written policy or procedure, providing it is made clear on the receipt form that by signing his acknowledgement, he will not forfeit any of his rights pursuant to the grievance procedure if he is sub-

sequently disciplined for his failure to follow the policy or procedures.

(e) The receipt form referred to in paragraph (d), shall be the standard form contained in the Letter of Understanding which is appended to, and which forms a part 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, insofar 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 duties, an employee is charged with a criminal offence or becomes the object of a civil suit for damages, he 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.

**17.08 SEVERANCE PAY: DELTA PACIFIC RESORT & CONFERENCE CENTRE, DELTA VANCOUVER AIRPORT HOTEL & MARINA, HYATT REGENCY VANCOUVER**

(a) Each employee employed at the Delta Pacific Resort & Conference Centre, Delta Vancouver Airport Hotel & Marina and Hyatt Regency Vancouver, having completed at least one (1) year of service with his Employer, shall, upon retirement, lay-off or resignation, be entitled to severance pay in accordance with the provisions of paragraph (b).

(b) Severance pay shall consist of twelve (12) hours' pay at the employee's current hourly rate for each one thousand eight hundred and twenty (1,820) hours actually worked by the employee during his last period of continuous employment subsequent to January 1st, 1972.

(c) At the time he receives his severance payment, the employee shall be given a written statement by the Employer, clearly identifying the basis for calculating it.

(d) The calculation of an employee's severance pay, will consist of (1) dividing the total number of hours actually worked by the employee by 1820; (2) taking the calculation to two decimal places; (3) multiplying the resulting number by twelve (12) times the employee's current straight-time hourly rate; and (4) taking the product to the nearest cent.

**17.09 SEVERANCE PAY: FOUR SEASONS HOTEL, HOLIDAY INN VANCOUVER CENTRE, RENAISSANCE VANCOUVER HOTEL HARBOURSIDE, THE WESTIN BAYSHORE**

(a) Each employee employed at the Four Seasons Hotel, Holiday Inn Vancouver Centre, Renaissance Vancouver Hotel Harbourside and The Westin Bayshore, having completed at least one (1) year of service with his Employer, shall, upon termination of his employment for any reason other than discharge for theft or misappropriation of his Employer's property, be entitled to severance pay in accordance with the provisions of paragraph (b) or (c), as the case may be.

(b) For employees employed by the Four Seasons Hotel, Holiday Inn Vancouver Centre and The Westin Bayshore, severance pay shall consist of twelve (12) hours' pay at the employee's current hourly rate for each one thousand eight hundred and twenty (1,820) hours actually worked by the employee during his last period of continuous employment.



(c) For employees employed by the Renaissance Vancouver Hotel Harbourside, severance pay shall consist of twelve (12) hours' pay at the employee's current hourly rate for each one thousand eight hundred and twenty (1,820) hours actually worked by the employee during his last period of continuous employment subsequent to December 31st, 1987, and twelve (12) hours' pay at the employee's current hourly rate for each year of continuous service prior to 1988.

(d) At the time he receives his severance payment, the employee shall be given a written statement by the Employer, clearly identifying the basis for calculating it.

(e) The calculation of an employee's severance pay, will consist of (1) dividing the total number of hours actually worked by the employee by 1820; (2) taking the calculation to two decimal places; (3) multiplying the resulting number by twelve (12) times the employee's current straight-time hourly rate; and (4) taking the product to the nearest cent.

#### **17.10 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.

#### **17.11 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, or by applicable legislation.

#### **17.12 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.

### **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 enforce-

ing 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) Other than in exceptional circumstances, the Employer will not require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause of the employee's absence from work for a period of three days or less, unless the Employer has already developed, and communicated in writing to the employee its concern about the employee's record of attendance.

(c) In any case where the Employer decides to communicate in writing to an employee its concern about the employee's unacceptable pattern of absenteeism, its communication shall be delivered to the employee at a meeting at which the employee shall be entitled to have present either a Shop Steward or another bargaining unit employee of his choice, and, from that time onwards, in addition to his obligation to report his absence to the Employer pursuant to Paragraph (d) of this Article, the employee shall be required personally to contact his department head or a designated alternate during the employee's normal working hours on each day of his continuing absence from his scheduled shifts, &less the absence is prolonged, bona fide and supported by medical documentation, in which case the daily reporting requirement shall not apply.

(d) 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 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.

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

(f) 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.

(g) In any case where the Employer considers it necessary to obtain medical evidence of an employee's ability to return to work or to continue to work, the Employer may so advise the Administrator of the Health Care Plan referred to in Article 15.04 of this Agreement, and the Administrator shall thereupon refer the matter to a panel of two Trustees of the said Health Care Plan.

The two Trustees, one of whom shall have been appointed from among the Employer Trustees and the other of whom shall have been appointed from among the Union Trustees, shall, if in agreement with the Employer's determination, be authorized to designate a physician to conduct a medical examination of the employee and to submit a medical certificate to the Employer indicating whether or not the employee is able to return to work or to continue to work.

If the two Trustees do not agree with the Employer's determination, the Employer shall be advised of that fact forthwith, and the Employer shall have the right to refer the matter to the full Board of Trustees for its decision.

In order for the panel of Trustees or the full Board of Trustees to make an expeditious decision, the Trustees shall maintain a register of physicians from among whom the panel or the full Board may select an appropriate name in any case.

#### **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 or she has followed management's instructions, but where an employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without such authorization from management he or she will be held responsible.

**18.04 UNIFORM MODE OF DRESS**

In consideration of the endeavor to improve the standards of the beverage dispensers industry, it is agreed that a proper uniform mode of dress shall be adopted, i.e. dark trousers or skirts, white shirts or blouses, 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.

**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.

**18.07 TELEPHONE AND MAILING ACCESS**

Every employee shall provide the Employer with a current mailing address and telephone number at which he may be reached or contacted in an emergency, and shall be responsible for notifying the Employer of any subsequent changes to either one. The Employer agrees to respect the confidentiality of this information, and undertakes not to use it or to make it available unnecessarily.

**ARTICLE 19  
LIQUOR CONTROL LEGISLATION AND  
REGULATIONS**

**19.01 EMPLOYEES SERVING LIQUOR**

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.

**19.02 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/SO  
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 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**

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.

**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 grievor 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 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 a Shop Steward or the Shop  
Chairperson, he 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 sanc-  
tion, 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 sanction, 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.

#### **20.06 THE EXPUNGING OF CERTAIN DISCIPLINARY PENALTIES**

Effective the date of ratification of this Agreement,  
any verbal or written warning, covering any matter  
other than sexual or personal harassment, theft,  
breach of trust, or acts of violence, that has been placed  
on the file of an employee, will subsequently be  
removed from his file as soon as the employee has been  
employed for a further continuous period of one (1) year  
without incurring an additional disciplinary penalty of  
any kind.

### **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 interpreta-  
tion, 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 reports. At his 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.

Any meeting between the parties at this step must involve the employee, his Shop Steward and a person from management other than the employee's immediate supervisor.

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

### (c) Step Two:

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

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

### (d) Step Three:

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

- (i) the Optional Grievance procedure provided for in Article 21.06;
- (ii) to a single Arbitrator agreed in Paragraph (e) below; or
- (iii) directly to full arbitration at Step Four; or

(iv) use the Fast Track Med/Arb process in Article 21.11.

In the case of a grievance arising **from the dismissal** of an employee, this step must be taken by notice in writing within thirty (30) calendar days of the date on which the grievance was advanced to Step Two.

In the case of any other grievance, this step must be taken by notice in writing within sixty (60) calendar days of the date on which the grievance was advanced to Step Two.

(e) If both parties agree, the grievance may be heard by a single Arbitrator. The parties shall have five (5) working-days to agree on an Arbitrator. Failing such agreement, either party may request the Minister of Labour to appoint such Arbitrator. Articles 21.04 and 21.05 shall apply to such single Arbitrator.

**(f) Step Four:**

The final step of the grievance procedure shall be full arbitration as provided herein, unless the parties have previously agreed to be bound by the recommendations of an officer appointed by the Labour Relations Board, or by the recommendations of the investigator under the optional grievance procedure,

**(g) Union and Employer Policy or General Grievances:**

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

**(h) Step One and Step Two Responses**

Whether done so orally or in writing, no answer provided by the Employer at Step One, nor any element of the discussions between the parties at Step One or Step Two, may be introduced as evidence at any later step in the grievance procedure, unless, done by mutual consent in any particular case.

**21.03 ESTABLISHING THREE MEMBER BOARD**

Seven (7) full days (excluding Sundays and holidays) shall be allowed for the setting up of a Board of Arbitration. It shall be composed of one (1) representative of the Union and one (1) representative of the Employer, and these two (2) members shall then select an impartial chairman. In the event of failure of these two (2) representatives agreeing on a chairman, the Minister of Labour shall be asked to appoint one.

**21.04 ARBITRATION HEARING AND AWARD**

(a) As soon as a chairman 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 the expense of its nominee, and one-half (½) of the expense associated with the appointment of the chairman.

(d) The parties recognize that they are bound by a decision of the Board, a majority of the Board, or by the Chairman of the Board in accordance with Section 94 of the Labour Relations Code.

#### **21.05 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.

#### **21.06 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 arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement,

including any question as to whether a matter is arbitrable, during the term of this Agreement, the parties will appoint one of the persons named herein as "Investigators", 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 thirty (30) days of the date of the receipt of the appointment and, for those thirty (30) days from that **date**, time does not run in respect of the Grievance Procedure.

**(c) Cost Sharing:**

As provided for in Section 103 of the Labour Relations Code, each party shall pay one-third (1/3) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or his substitute. The remaining one-third (2/3) will be paid by the Provincial Government.

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 ~ Agreed Alternates 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 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.

**21.07 POWERS OF ARBITRATION BOARD**

The powers of the Arbitration Board are limited to the application and interpretation of the Collective Agreement as written and the Board 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.

**21.08 TIME LIMITS ARE DIRECTORY NOT DESCRIPTIVE**

A grievance or dispute shall commence within the time limits provided, otherwise it shall be deemed to be abandoned.

**21.09 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.

**21.10 TROUBLESHOOTER PROCEDURE**

(a) In an effort, among other things, to establish and maintain a workplace that is free of sexual and other forms of personal harassment, directed against mem-

bers of the bargaining unit by either management personnel or other members of the bargaining unit, and in the belief that there are occasions when it will be mutually agreed by the parties that an expeditious and objective analysis of the nature of a dispute between two or more employees, is warranted, the parties have agreed to establish the following procedure.

(b) If either party to the Agreement perceives a need for an unbiased, objective and independent third party investigation of a dispute arising in the workplace, whether between two or more bargaining unit employees or between a management person and one or more bargaining unit employees, that party may propose to the other party that a Troubleshooter be appointed for the purpose of attempting to resolve the dispute. When the Union's consent is required for the utilization of this procedure, it may only be provided by an officer.

(c) The parties will by mutual consent establish and maintain a list of Troubleshooters which shall be large enough to ensure that it will always be possible for them to secure the services of one such Troubleshooter at short notice. In order to qualify for appointment to the list, a person will have acquired a reputation for objective fact-finding, and will be expected to possess, or to have the capacity quickly to gain a knowledge of the hospitality industry and its unique characteristics.

(d) Following the appointment of a Troubleshooter to a particular dispute, a representative of each party will meet with the Troubleshooter, and will submit to the Troubleshooter and to the representative of the other party, all of the relevant information contained on file, an overview of the issues, concerns and interests involved in the dispute, and a list of the names and telephone numbers of all his witnesses.

(e) The parties will seek as often as possible to be represented in the Troubleshooter proceedings by others than legal counsel.

(f) The Troubleshooter may, at whatever stage in his mandate commends itself to him, conduct a preliminary interview with the grievor or with the employee who has been accused of an offence, and at the completion of his investigation will conduct a further interview at which the opportunity will be provided to the grievor to refute allegations made against him.

(g) The Troubleshooter may, after having notified the parties in advance of his intention, interview other witnesses than those selected by the parties.

(h) At the conclusion of his investigation, the Troubleshooter shall submit a preliminary report of his findings to the representatives of the parties, and will be encouraged at that point to attempt to mediate a resolution of the dispute.

(i) In the event the Troubleshooter is unable to effect a mediated resolution of the dispute, he will be required to submit to both parties his recommendations for resolution contained in a report written in plain and intelligible layperson's language.

(j) The costs of the Troubleshooter will be borne in three equal portions by the Employer, the Union and the Government of British Columbia pursuant to Section 103 of the Labour Relations Code.

#### **21.11 FAST TRACK MEDIATION/ARBITRATION PROCESS**

Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined in Article 21 of the Collective Agreement.

1. The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement. (i.e. H.I.R. – Local 40).
2. The outcome will be binding on the parties.
3. The cost will be borne in accordance with Section 103 of the Labour Relations Code, i.e., Employer-X, Union-X, Government-X.
4. The procedure cannot be used should an application for a Settlement Officer under Section 87 of the Labour Relations Code have been made by either party.
5. No legal counsel will be used by either party. The Union will use elected officers or business representatives. H.I.R. will use employees of their Industrial Relations Division.
6. The number of cases to be heard at any given time will not exceed three (3).
7. The parties or their representative will try to get an agreed Statement of Facts for presentation to the arbitrator.
8. Wherever possible the arbitrator will attempt to mediate a settlement between the parties.
9. In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
10. An agreed schedule for the process will be arranged

in advance, based on a mutual assessment of the length of **time** needed to present each case.

11. General rules of evidence will be waived except for the rule of "onus".

12. **Procedure Guidelines**

- (a) *The Opening Statement:* This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- (b) *The Hearing:* Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- (c) *The Argument:* As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the arbitrator.
- (d) *Mediation:* Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before the arbitrator. Specifically, if counsel can assist in assessing credibility-and/or contradictory evidence, they should do so.
- (e) *The Decision:* If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

With respect to grievances involving customer complaints, the following will apply:

- (i) the person to whom the complaint was given be called to testify;
- (ii) bargaining unit or staff employees who can provide direct evidence with respect to the evidence be called to testify;

(iii) wherever possible, the complaint be committed to writing, in the customer's own handwriting;

(iv) prior to the hearing, the parties discuss the evidence so there are no surprises.

The Mediator/Arbitrator will be selected from the list contained in Letter of Understanding #3.

## **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, unless a different definition is provided within the context of a particular article:

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

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

*Regular Employee:* An employee who is prepared to make himself available without restriction.

*Part-Time Employee:* An employee who is not prepared to make himself available without restriction.

*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 1 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.)

**22.04 FIRST MIXEROLOGIST (FIRST BARTENDER): INCLUDED DUTIES**

(a) The job duties of the first mixerologist include the mixing and serving of beverages and any other duties consistent with bartending. He may be required to take stock and direct the working force within the confines of the cocktail area. He is responsible for the general cleanliness of the bar and utensils, and general tidiness of all stations while working without a waiter. General cleanliness includes cleaning out the refrigerator, cleaning the bar and bar fixtures, sinks, taps, all working surfaces, bottles and containers. He is not obligated to perform any janitorial or maintenance duties.

(b) In circumstances where the operation of the bar requires only one person, the first mixerologist shall also perform the job duties of the second mixerologist and bar porter.

**22.05 SECOND MIXEROLOGIST (SECOND BARTENDER): INCLUDED DUTIES**

(a) The job duties of the second mixerologist shall include the mixing and serving of beverages, the preparation of all required fruit and juices. He is not obligated to take stock or keep a daily meter reading sheet. He is responsible for the general cleanliness of the bar and utensils and general tidiness of all stations while working without a waiter. General cleanliness includes cleaning out the refrigerator, cleaning the bar and bar fixtures, sinks, taps, all working surfaces, bottles and containers. He is not obligated to perform any janitorial or maintenance duties.

(b) In circumstances where the operation of the bar requires only two people, the second mixerologist shall also perform the job duties of the bar porter.



**22.06 BAR PORTER: INCLUDED DUTIES**

(a) The duties of the bar porter shall include the preparation of all necessary fruit and juices, keeping the fridge stocked, and washing glasses. He is also responsible for the general cleanliness of the bar and utensils, under the direction of the mixerologists. He may not perform duties normally performed by the bartender or a waiter, and his duties are confined to licensed areas only.

(b) The Employer is entitled to choose not to use a bar porter in any particular situation. In the event that the Employer does choose not to use a bar porter, the duties of the bar porter shall be assigned to the mixerologists.

**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) "Technological change" shall be defined as the introduction by the Employer of, or the intention of the Employer to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Agreement applies.

(c) 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 at least sixty (60) calendar days notice to the Union;
- (ii) the Employer will meet with the Union to discuss the technological change; and
- (iii) the provisions of paragraphs (d) and (e) shall apply.

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

(e) In any case where retraining is not practical, and where he 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 if he has completed one (1) year of continuous service;
- (ii) Three (3) weeks' pay or notice in lieu thereof if he has completed three (3) years of continuous service; and
- (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.

IN WITNESS WHEREOF the parties hereto have hereunder caused their seals to be affixed under the hands of the proper officers this 20th day of December, 2000, A.D.

SIGNED ON BEHALF OF:  
HOSPITALITY INDUSTRIAL RELATIONS

Jack Butterworth  
Chairman of the Board

Klaus Jacobsen  
Secretary of the Board



Dave Ma&tyre  
Director

SIGNED ON BEHALF OF:  
GREATER VANCOUVER HOTEL  
EMPLOYERS ASSOCIATIO



Rolf D. Osterwalder  
Chairperson, GVHEA



Ruy Paes-Braga  
Vice Chairperson, GVHEA

DELTA PACIFIC RESORT &  
CONFERENCE CENTRE, AND  
SUEHIRO JAPANESE STEAK HOUSE

DELTA VANCOUVER AIRPORT  
HOTEL & MARINA

FOUR SEASONS HOTEL

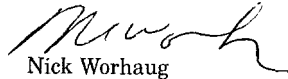
HOLIDAY INN VANCOUVER CENTRE

HYATT REGENCY VANCOUVER

RENAISSANCE VANCOUVER HOTEL  
HARBORSIDE

THE WESTIN BAYSHORE RESORT AND MARINA

SIGNED ON BEHALF OF:  
**HOTEL, RESTAURANT AND  
CULINARY EMPLOYEES AND  
BARTENDERS UNION, LOCAL 40**



Nick Worhaug  
President/Administrator



Jim Pearson  
Business Manager

THIS IS THE APPENDIX 1 TO THE  
1998-2000 COLLECTIVE AGREEMENT  
BETWEEN  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION  
- AND -  
HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

**LIST OF DEPARTMENTS**

**DELTA PACIFIC RESORT  
& CONFERENCE CENTRE:**

Lounge  
Front Desk  
Housekeeping  
Kitchen  
Restaurant – Coffee Shop  
Restaurant – Suehiro  
Catering/Banquets  
Room Service  
Bus Department  
Maintenance  
Bell Service (including Doorman)  
Switchboard  
Stores (including Purchasing)

**DELTA VANCOUVER AIRPORT HOTEL  
& MARINA:**

Kitchen  
Maintenance  
Housekeeping  
Room Service  
Restaurant – Dining Room  
Restaurant – Coffee Shop  
Stores (including Purchasing)  
Lounge  
Catering/Banquets  
Lookout Lounge  
Front Office  
Bell Service  
Switchboard  
Reservations

**FOUR SEASONS HOTEL:**

Kitchen  
Bake Shop  
Stewarding

Fine Dining Room  
Restaurant  
Lounge  
Banquets  
Room Service  
Private Bar  
Front Desk  
Communications  
Concierge Desk (including Bell-Doorman and Car Jockey)  
Housekeeping (including Laundry)  
Maintenance  
Stores/Purchasing  
Pool

**HOLIDAY INN VANCOUVER CENTRE:**

Front Desk  
Housekeeping (including Laundry)  
Maintenance  
Kitchen  
Restaurant (including Bellman)  
Catering/Banquets  
Lounge

**HYATT REGENCY VANCOUVER:**

B & G Provision Company  
Banquets  
Beverage  
Front Office  
Night Audit/Cashiers  
Bell/Door Service  
Housekeeping  
Stewards  
Stores/Receiving  
Switchboard  
Restaurant – Dining Room  
Restaurant – Cafe Restaurant  
Kitchen  
Engineering  
Room Service

**RENAISSANCE VANCOUVER HOTEL  
HARBORSIDE:**

Front Office (including Bell/Doorman)  
Housekeeping (including Laundry)  
Kitchen  
Purchasing/Receiving  
Restaurant (Patina)  
Room Service (including Mini-Bars)

Club Lounge  
Lounge Service  
Banquets  
Maintenance  
Bartenders  
Stewarding

**THE WESTIN BAYSHORE:**

Reservations  
Accounting  
Restaurant – Dining Room  
Restaurant – Coffee Shop  
Front Office  
Telephones  
Engineering/Maintenance  
Pool  
Stores/Receiving  
Room Service (including Guest Room Bars)  
Catering/Banquets  
Service Bar  
Preparation (including Kitchens)  
Stewards  
Lounges  
Housekeeping  
Guest Services (including Bellman and Concierge)  
Service Express

THIS IS THE APPENDIX 2 TO THE  
1998-2000 COLLECTIVE AGREEMENT  
BETWEEN  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION  
- AND -  
HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

It should be noted that certain of the rates for the First 6 Months, when calculated in accordance with the requirements of Article 12.01(b), fall below the British Columbia Minimum Wage Rate of \$7.15 that came into effect on April 1, 1998.

As a consequence, all such rates have been replaced on the wage rate schedules in this Appendix 2, by the Minimum-Wage Rate in effect at the time of executing this Agreement, and each such substituted rate is denoted by an asterisk (\*).



THIS IS THE APPENDIX 3 TO THE  
1998-2000 COLLECTIVE AGREEMENT  
- BETWEEN -  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION  
- AND -  
HOTEL, RESTAURANT & CULINARY  
EMPLOYEES' & BARTENDERS' UNION,  
LOCAL 40

For the purposes of Article 9.1.05(d) of the Agreement, the work week shall, for the respective individual Hotels, be specifically defined as follows.

**DELTA VANCOUVER AIRPORT HOTEL  
& MARINA:**

12.01 a.m. Sunday to 11.59 p.m. Saturday

**FOUR SEASONS HOTEL:**

12.01 a.m. Monday to 11.59 p.m. Sunday

**HOLIDAY INN VANCOUVER CENTRE:**

12.01 a.m. Saturday to 11.59 p.m. Friday

**HYATT REGENCY VANCOUVER:**

12.01 a.m. Monday to 11.59 p.m. Sunday

**RENAISSANCE VANCOUVER HOTEL  
HARBORSIDE:**

12.01 a.m. Sunday to 11.59 p.m. Saturday

**THE WESTIN BAYSHORE:**

12.01 a.m. Sunday to 11.59 p.m. Saturday

THIS IS THE APPENDIX 4 TO THE  
1998-2000 COLLECTIVE AGREEMENT  
- BETWEEN -  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION  
- AND -  
HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES AND BARTENDERS UNION,  
LOCAL 40

**MATERNITY LEAVE**  
**[Reference: Article 16.05(a)]**

Part 7 of the Employment Standards Act of British Columbia, S.B.C. 1980, Chapter 10, with subsequent amendments to the date of the execution of this Agreement, is reproduced below for reference purposes.

\*\*\*\*\*

**PART 7**

**MATERNITY LEAVE**

**Maternity leave**

51.(1) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of 18 consecutive weeks or a shorter period if the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.

(2) Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of 6 weeks following the actual date of birth of the child unless the employee requests a shorter period.

(3) A request for a shorter period under subsection (2) must be given in writing to the employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.

(4) Where an employee gives birth or a pregnancy is terminated before a request for leave is made under subsection (1), the employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant

the employee leave of absence from work, without pay, for a period of 6 consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

(5) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of 6 consecutive weeks.

**Employer may require employee to take leave**

52. An employer may require an employee to commence a leave of absence under section 51 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

**Employment deemed continuous**

53. The services of an employee who is absent from work in accordance with this Part shall be considered continuous for the purpose of sections 36, 37 and Part 5 and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where

- (a) the employer pays the total cost of the plan, or
- (b) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the employer and the employee.

**Reinstatement**

54.(1) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Part shall be reinstated in all respects by the employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

(2) Where the employer has suspended or discontinued operations during the leave of absence granted under this Part and has not resumed operations on the expiry of the leave of absence, the employer shall, on resumption of operations and subject to seniority provi-

sions in a Collective Agreement, comply with subsection (1).

**Prohibition**

55.(1) An employer shall not

- (a) terminate an employee, or
  - (b) change a condition of employment of an employee without the employee's written consent because of an absence authorized by this Part or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this Part.
- (2) The burden of proving that
- (a) the termination of an employee, or
  - (b) a change in a condition of employment of the employee without the employee's written consent is not because of an absence authorized by this Part or because of an employee's pregnancy, is on the employer.

**Board's power**

56. Where an officer is satisfied that an employer has contravened this Part, the officer may make one or more orders requiring the employer to do one or more of the following:

- (a) comply with this Part;
- (b) remedy or cease doing an act;
- (c) hire or reinstate a person and pay her any wages lost by reason of the contravention;
- (d) pay a person compensation instead of reinstating her.

THIS IS THE APPENDIX 5 TO THE  
1998-2000 COLLECTIVE AGREEMENT  
- BETWEEN -  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION  
- AND -  
HOTEL, RESTAURANT & CULINARY  
EMPLOYEES' & BARTENDERS' UNION,  
LOCAL 40

The maximum number of employees who may be granted Regular status in the Employers' Banquet departments at any one time, shall be as follows:

**Delta Vancouver Airport Hotel & Marina**

Servers - 5, Housepersons - 4, Bartenders - 1;

**Four Seasons Hotel**

Servers - 13;

**Holiday Inn Vancouver Centre**

Servers - 3;

**Hyatt Regency Vancouver**

Servers - 40;

**Renaissance Vancouver Hotel Harbourside**

Servers - 7;

**The Westin Bayshore**

Servers - 6.

1. With respect to the Delta Vancouver Airport Hotel & Marina, Four Seasons Hotel and Hyatt Regency Vancouver, any one or more of the above numbers may be reduced by the unilateral action of the Employer, but only if and when one or more of the stipulated number of Regular positions has or have been vacated by the incumbent(s).

2. With respect to the Delta Vancouver Airport Hotel & Marina, it is agreed that its Banquet department may employ up to 10 Regular Servers, six Regular Housepersons and three Regular Bartenders, providing that no such employee who terminates his employment after March 1, 1997, may be replaced until such time as the total number of Regular employees employed in his classification, has been reduced below the stipulated number.

3. With respect to the Hyatt Regency Vancouver, the maximum number of Servers may be reduced by the unilateral action of the Employer, but only if and

when one or more of the stipulated number of Regular positions has or have been vacated by the incumbent(s).

5. With respect to the Hyatt Regency Vancouver, the Employer commenced on February 17, 1997 employing only 30 Regular Servers, and although the Employer has the unilateral right to employ up to 40 Regular Servers, it agrees to notify the Union at least two (2) weeks in advance of implementation, of its intention to increase the number above that which is established at that time.

Those who, on February 17, 1997, regardless of whether or not they were qualified for Regular status, applied therefor and who fell between numbers 31 and 40 in terms of seniority, both numbers inclusive, were placed on a waiting list, and are entitled to the benefits set forth in Paragraph 6 below.

6. If a vacancy occurs among the Regular Servers in the Hyatt Regency Vancouver's Banquet department, it shall be offered first to the most senior of the Part-Time employees on the waiting list referred to in Paragraph 5 above. Any such employee on the waiting list who declines an "offer of regular status, shall be removed from the list immediately, and shall no longer be eligible for the entitlement set forth in this Paragraph.

Any employee who attains Regular status pursuant to the provision contained in this Paragraph 6, shall be granted a Regular seniority start date that coincides with the date of his transfer to Regular status.

**LETTER OF UNDERSTANDING #1**

BETWEEN:  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION  
AND:  
HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BAR TENDERS' UNION,  
LOCAL 40

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

This Letter of Understanding serves to qualify the language contained in Article 2.04 of the 2000-2003 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 any GVHEA hotel prior to March 13, 1995.

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 GVHEA to the Union by covering letter dated March 13, 1995.

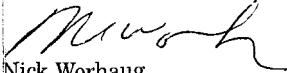
Any new contract entered into by any GVHEA hotel which falls outside the areas protected by this Letter of Understanding, will constitute a violation of Article 2.04 of the Collective Agreement.

DATED this \_ \_ day of \_\_\_\_\_, 2000  
at the City of Vancouver /in the Province of British  
Columbia.


HOSPITALITY  
INDUSTRIAL  
RELATIONS

HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board

  
Nick Worhaug  
President/Administrator

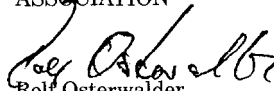
Klaus Jacobsen  
Secretary of the Board

  
Jim Pearson  
Business Manager

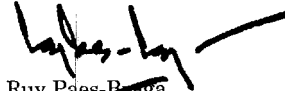


Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Braga  
GVHEA Vice-Chairperson

March 13, 1995  
Mr. Nick Worhaug  
President/Administrator  
Hotel, Restaurant & Culinary Employees'  
& Bartenders' Union, Local 40  
100 - 4853 East Hastings Street  
Burnaby, B.C. V5C 2L1

Dear Sir:

**Re: Article 2.04 of the Agreement:  
Contracted Services**

I am enclosing a List of Contracts for each of the seven GVHEA hotels which sets out the areas which it is agreed by the parties should be protected from the provisions of Article 2.04, pursuant to the Letter of Understanding that is appended to the Agreement.

The said List of Contracts is identical to the List that was protected by the 1991-1995 and 1988-1991 Agreements, and set out in Graham Leslie's letter dated February 6, 1989, except for the addition at this time, by mutual consent, of "Window Washing" at Delta Vancouver Airport Hotel & Marina.

Where the Employers have entered into contracts in other areas which are not included in the above list, those contracts do not relate to work that comes under the jurisdiction of the Union.

None of the seven GVHEA Employers intends to change its historical use of external services or forces, and no hotel will use external contracts to erode the scope of the existing certified bargaining unit.

Yours very truly,  
Joann Pfeifer  
GVHEA Chairman  
Encl.



**DELTA PACIFIC RESORT & CONFERENCE  
CENTRE:**

Security  
Laundry, Dry Cleaning and Valet  
Night Cleaning  
Maintenance and Engineering Services  
Transportation Services  
Flowers, Plants and Grounds Maintenance  
Music and Entertainment

**DELTA VANCOUVER AIRPORT HOTEL &  
MARINA:**

Security  
Laundry, Dry Cleaning and Valet  
Transportation Services  
Maintenance and Engineering Services  
Music and Entertainment  
Flowers, Plants and Grounds Maintenance  
Window Washing

**FOUR SEASONS HOTEL:**

Security  
Laundry and Dry Cleaning  
Maintenance and Engineering Services  
Transportation Services  
Music and Entertainment  
Flowers, Plants and Grounds Maintenance

**HOLIDAY INN VANCOUVER CENTRE:**

Security  
Laundry and Dry Cleaning  
Maintenance and Engineering Services  
Flowers, Plants and Grounds Maintenance  
Music and Entertainment  
Parking and Garage  
Health Spa and Fitness Club  
Transportation Services

**HYATT REGENCY VANCOUVER:**

Security  
Laundry and Dry Cleaning  
Maintenance and Engineering Services  
Transportation Services

Music and Entertainment  
Flowers, Plants and Grounds Maintenance  
Night Cleaning

**RENAISSANCE VANCOUVER HOTEL  
HARBORSIDE:**

Security  
Guest Dry Cleaning and Laundry  
Cleaning of Staff Uniforms  
Laundry of Food and Beverage Table Linens  
Maintenance and Engineering  
Flowers, Plants and Grounds Maintenance  
Music and Entertainment  
Transportation Services

**THE WESTIN BAYSHORE:**

Security  
Parking and Valet Attendants  
Maintenance and Engineering Services  
Transportation Services  
Music and Entertainment  
Flowers, Plants and Grounds Maintenance  
Laundry, Dry Cleaning and Valet

**LETTER OF UNDERSTANDING #2**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

**CONTRACTING OUT AND TECHNOLOGICAL  
CHANGE**

**(Reference: Articles 2.04, 6.01 and 23.01)**

While fully recognizing the rights and obligations contained in Articles 2.04, 6.01 and 23.01 of the collective agreement, the Union also recognizes the fact that the Employers are in a continual state of competition for available business, and have an urgent need to keep up with technological advances, and the Employers also recognize their long-term obligation to their employees in the face of the rapidly changing technology that affects the workplace.

In the interest of maximizing the opportunity for the parties to work together to adjust to the forces of change, they agree that either one of them may at any time approach the other in order to initiate a discussion regarding possible or actual introduction of a change in methods of operation, or regarding the possible or actual introduction of different products or services, where the introduction of the change results in, or is considered likely to result in loss of employment for bargaining unit employees.

By mutual consent at any time, the parties may agree to use the services of one of their optional investigators or one of their troubleshooters, in order to take mutual advantage of third party fact finding, investigation or mediation.

In any case where it becomes necessary to displace existing employees, the parties will diligently seek opportunities to retrain such employees for other positions within their bargaining unit.

It is clearly understood that in any case where an Employer introduces new methods of operation or new products or services, the Union and individual employees will retain the right to grieve, if they believe that any such introduction contravenes the terms of the Collective Agreement.

It is agreed that this Letter of Understanding may

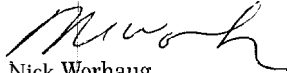
not be introduced or referred to in any judicial or grievance arbitration proceedings dealing with Contracting **Out or Technological Change.**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver in the Province of British Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board




Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board

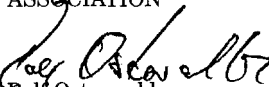


Jim Pearson  
Business Manager

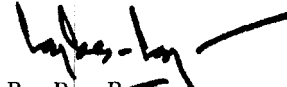


Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #3

BETWEEN:  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:  
HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

**OPTIONAL INVESTIGATOR PROCEDURE**  
[Reference: Article 21.06(d)]

The parties have agreed that for the period July 28, 2000 to and including June 30, 2003, the following persons will be recognized as the "investigators" for purposes of the optional investigator procedure:

- Ken Albertini     Judi Korbin
- Paul Devine     Stan Lanyon
- James Dorsey     Joan McEwen
- Brian Foley     Vince Ready
- Stephen Kelleher

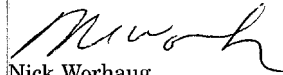
The selection of individuals from this list will be on a rotational basis.

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 \_\_\_\_\_, 2000  
at the City of Vancouver /in the Province of British Columbia.

HOSPITALITY INDUSTRIAL RELATIONS	/HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION LOCAL 40
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Jack Butterworth  
Chairman of the Board

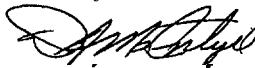


Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board



Jim Pearson  
Business Manager



Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Fraga  
GVHEA Vice-Chairperson

**LETTER OF UNDERSTANDING #4**

BETWEEN:  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:  
HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

**HYATT REGENCY VANCOUVER  
(Reference: Article 9)**

This Letter of Understanding serves to qualify the current Collective Agreement in general, and Article 9 thereof in particular, by incorporating into it the substance of the award of Arbitrator Bruce H. McColl, Q.C. which was published on April 10, 1987 in the matter of a dispute between Hyatt Regency Hotel and the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40.

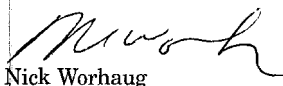
It is agreed between the parties that until such time as the Collective Agreement is specifically amended for the explicit purpose of altering\* the terms of the said award of the Arbitrator, its terms will prevail and will be applied in the interpretation and in the administration of the Collective Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver in the Province of British  
Columbia.

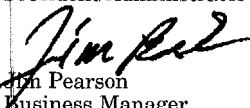
HOSPITALITY  
INDUSTRIAL  
RELATIONS

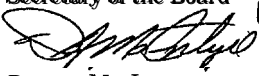
HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board

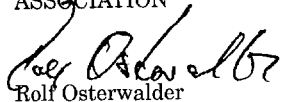
  
Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board

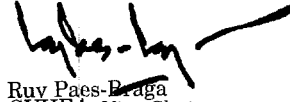
  
Jim Pearson  
Business Manager

  
Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes Braga  
GVHEA Vice-Chairperson



**LETTER OF UNDERSTANDING #5**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

**WORKLOAD OF ROOM ATTENDANTS**

During the term of the new Agreement, the Employers will undertake to continue implementing 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, each Employer will hold a meeting every six (6) 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 or another member of the hotel's Executive Committee.

(c) In any case where a room attendant is required

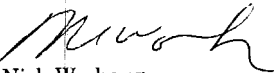
- (i) to work an eight (8) hour shift;
- (ii) to clean a full quota of rooms on more than two (2) floors; and
- (iii) to move her supplies by cart from floor to floor, she shall be relieved of responsibility for one (1) room.

DATED this \_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver in the Province of British  
Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board




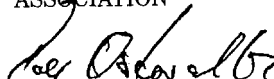
Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board

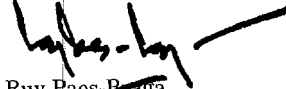


Jim Pearson  
Business Manager

Dave MacIntyre  
Director  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #6

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND BARTENDERS' UNION, LOCAL 40

AIDS, ALCOHOL AND OTHER SUBSTANCE ABUSE

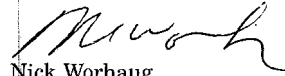
A joint GVHEA-Local 40 Committee shall be established as soon as possible following ratification of the new Agreement for the purpose of identifying the various existing measures which are being taken by the Union and by the Employers in order to deal with the problems of AIDS, alcohol abuse and other substance abuse, and for the further purpose of considering what further or improved measures might be taken in order to deal with such problems. An attempt will be made to establish common policy guidelines for all GVHEA hotels, but if such is not possible, the parties will attempt to establish individual policies at each hotel.

DATED this \_\_ day of \_\_\_\_\_, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY INDUSTRIAL RELATIONS


HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION LOCAL 40

Jack Butterworth  
Chairman of the Board

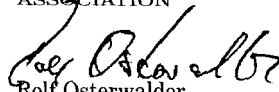
  
Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board

  
Jim Pearson  
Business Manager

  
Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Praga  
GVHEA Vice-Chairperson

**LETTER OF UNDERSTANDING #7**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

**POSTING OF BARGAINING UNIT POSITIONS**

The GVHEA Employers undertake, wherever feasible, and with as few exceptions as possible, to provide the maximum possible notice of bargaining unit position vacancies by the posting of notices.

The purpose of this undertaking is to provide existing employees who are interested in advancement or in being transferred to other departments, with the opportunity to know as often and as soon as possible what specific opportunities become available.

It is clearly understood/ by both parties that the GVHEA Employers in giving this undertaking, will from time to time be faced with situations which make it impossible to provide adequate, or indeed any notice to interested employees.

By the same token the GVHEA Employers are already aware of the interest of many of their existing employees in promotional and transfer opportunities, and would hope and expect that those of their employees who have such interests, would continue to make those interests known to their Employer without awaiting the actual vacating of a position by another employee.

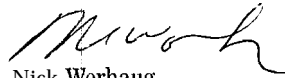
Wherever an Employer provides notice of a vacancy in accordance with this undertaking, that notice will identify the position by its classification and its department, the pay rate for the classification, an approximation of the available hours, where possible, and any other information which the Employer considers relevant or useful regarding the working conditions. All such notices shall state that the position is open to male and female employees.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver in the Province of British  
Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board

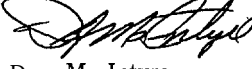


Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board

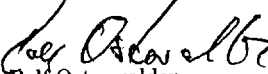


Jim Pearson  
Business Manager

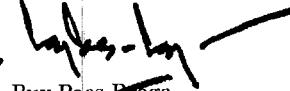


Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Braga  
GVHEA Vice-Chairperson

**LETTER OF UNDERSTANDING #8**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES AND BARTENDERS' UNION,  
LOCAL 40

**SPLIT DAYS OFF FOR SERVICE EMPLOYEES AND  
WORK ON THE SIXTH DAY IN ANY WEEK:  
PROHIBITION AGAINST BANKROLLING**

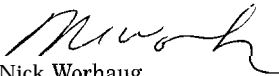
Notwithstanding the provisions of Article 9.01(a)(ii) which limit an employee's working days to not more than five (5) in any seven (7) day period, and also notwithstanding the provisions of Article 9.06(a) which entitle all service employees to receive two (2) consecutive days off in each seven (7) days, and furthermore notwithstanding the provisions of Article 21 of this Agreement, it is mutually agreed between the parties that in the event an employee files notice of a grievance alleging that he/she was required by his Employer either to work at straight time on his/her sixth day in any week or to split his/her two (2) consecutive days off in any week, his/her claim to be paid at double time either for the hours worked on his/her sixth day up to a maximum of forty (40), or for the hours worked on the day which would have been his/her second consecutive day off, will be limited to any such hours worked by him/her during the pay period immediately preceding the date on which he/she filed notice of his grievance under the provisions of Article 21.02(b).

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver; in the Province of British  
Columbia.


HOSPITALITY  
INDUSTRIAL  
RELATIONS

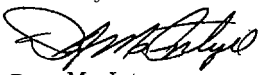
HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board

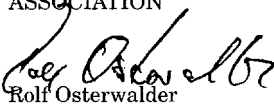
  
Nick Worhaug  
President/Administrator

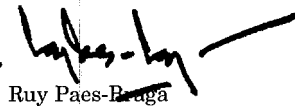
Klaus Jacobsen  
Secretary of the Board

  
Jim Pearson  
Business Manager

  
Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

  
Rolf Osterwalder  
GVHEA Chairperson

  
Ruy Paes-Braga  
GVHEA Vice-Chairperson



**LETTER OF UNDERSTANDING #9**

BETWEEN:

**GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION**

AND:

**HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40**

**HYATT REGENCY VANCOUVER -  
BANQUET SERVER EXTRAS  
(Reference: Article 4)**

1. Any employee who is engaged as a Banquet Server for the first time, shall, prior to commencing his employment, sign an authorization of check-off form in accordance with the requirements of Article 4.03(a).

2. Any such employee who believes that the number of hours of work available to him /her is very limited, may, with the consent of the Employer, elect to be covered by a Union permit, in which case the employee will not be required to pay an initiation fee to the Union.

3. There shall be no limit on the number of employees who elect to be covered by a Union permit or the length of time any one such employee may be covered.

4. Any employee covered by a Union permit shall be paid at the hourly rate of 10.00, net only of the appropriate income tax and other statutory deductions. No part of the \$10.00 may be paid from the bargaining unit gratuity pool.

5. In the case of employees covered by a Union permit, the Employer shall be required to pay to the Union a Permit fee of One Dollar (\$1.00) for each hour worked by such employees, and the minimum amount of monthly dues as stipulated by the Union's current dues schedule.

6. For any month in which one or more employees covered by a Union permit, actually worked, the Employer shall at the time of remitting the required amount of Union dues and Permit fees, provide the Union with a statement in writing which shall list the names of those on whose behalf Union dues are being remitted, and the number of hours worked during the month by all employees covered by Union permits.

7. In the case of employees covered by a Union permit, the Employer shall not be required to pay any con-

tributions to the Health Care Plan, Pension Plan or any Additional Union Assessment,

8. Employees covered by a Union permit are not entitled to receive any portion of the bargaining unit gratuity and service charge pool, and the Employer is not entitled to divert any portion of such pool to defray the cost of paying the Union permit fees.

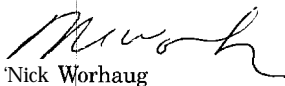
9. At any time, an employee covered by a Union permit may apply to be initiated or reinstated into membership in the Union. From such time forth, the Employer will be required to deduct and to remit to the Union, the fee currently applicable in the particular situation, together with the appropriate amounts for Health Care, Pension and Additional Union Assessment, and will no longer be required to remit a Union permit fee.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board




Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board



Jim Pearson  
Business Manager




Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Braga  
GVHEA Vice-Chairperson

**LETTER OF UNDERSTANDING #10**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND BARTENDERS' UNION, LOCAL 40

**EMPLOYEE'S RESPONSIBILITY: WORK START TIME  
(Reference Article 9.11)**

In connection with the added responsibility which employees covered by this Agreement will assume, pursuant to Article 9.11(b), the mutual understandings reached by the parties during the 1991 round of negotiations regarding employee familiarization with work schedules, are summarized below.

All employees will know the approximate time when the weekly or bi-weekly work schedules are posted in their respective departments. They will be expected, if at work, to review those schedules themselves.

For any employee who is not scheduled to work between the time "when his own work schedule is posted and the time of the first shift assigned to him under the new work schedule, he will be expected to obtain the necessary information in any of the following ways:

- (1) by requesting a co-worker to survey the new work schedule on his behalf, and to notify him of the shifts assigned to him on the new work schedule;
- (2) by travelling personally to his place of work in order to survey the new work schedule; or
- (3) by speaking directly to his supervisor via telephone in order to request details of the first shift assigned to him in the new work schedule.

Those employees who choose to familiarize themselves with their new work schedules by telephoning their supervisors, will be expected to telephone during the normal working hours, but should make every effort to avoid making those calls at times of the day when the supervisor is likely to be particularly occupied in giving service to his customers.

Regardless, however, of which way an individual employee chooses to become familiar with his work schedule, and particularly in those cases where the employee chooses to rely upon a co-worker for the requisite information, each individual employee is deemed

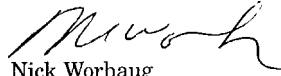
to retain the overall responsibility set forth in Article 9.11 of the Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver in the Province of British Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

HOTEL, RESTAURANT  
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EMPLOYEES &  
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LOCAL 40

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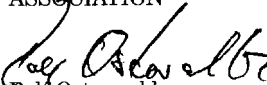


Jim Pearson  
Business Manager

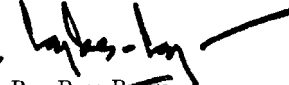


Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes Braga  
GVHEA Vice-Chairperson

**LETTER OF UNDERSTANDING #11**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

**POSSIBLE INTRODUCTION OF GOVERNMENT  
PROGRAMS**

**(Reference: Article 15.14)**

In the event the Government of British Columbia were to introduce legislation requiring the Employers covered by this Agreement to make financial contributions towards the provision of services currently provided by the B.C. Medical Services Plan or by either of the Dental or Extended Health Care Plans provided by the Trustees of the Health Care Plan referred to in Article 15 of this Agreement, it is agreed that the following steps will be followed by the parties to this Agreement.

1. Representatives of the parties to this Agreement will meet with the Administrator of the GVHEA/Local 40 Health Care Plan, in order to be advised of the hourly amount of the Employer contributions which is used to pay the cost of any such plan which has been made the subject of legislated employer contributions.
2. With effect from the date when any legislated employer-financed contributions are commenced, the Employer contributions made to the Health Care Plan pursuant to Article 15 of this Agreement, shall be reduced by the amount agreed to by the parties, following such advice as will have been provided by the Plan Administrator.
3. In the event of a failure on the part of the parties to agree upon the amount or the effective date of any reduction in Employer contributions to the Health Care Plan, either party may refer the matter to a single arbitrator who shall be selected by them from among the list of Optional Investigators named in the Letter of Understanding which is attached to, and which forms a part of their Collective Agreement.
4. Application of the provisions of Paragraphs 1, 2 and 3 above, may not result in a reduction below the level of benefits provided by the Health Care Plan at

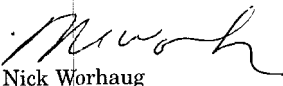
the time the reduced Employer contributions come into effect,

DATED this \_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver in the Province of British Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

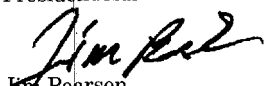
HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board




Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board




Jim Pearson  
Business Manager




Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Braga  
GVHEA Vice-Chairperson

**LETTER OF UNDERSTANDING #12**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

**GRIEVANCE PROCEDURE –  
PRESUMPTION OF INNOCENCE**

On a continuing basis from July 28, 2000 until 11.59 p.m. on June 30, 2003, the Employer will be entitled to discipline an employee by imposing certain penalties on him that may be deferred either (a) if the employee files a grievance, until after the grievance procedure has been exhausted, or (b) if the employee does not file a grievance, until after the fourteen (14) day period for filing a grievance has expired.

The penalties that qualify under this procedure, are suspensions without pay and non-culpable dismissals.

This new procedure will be an alternative to the normal procedure, under which an employee serves a penalty as soon as it has been imposed, then grieves if he wishes to do so, and possibly has the penalty reduced later.

Under the new procedure, the Employer will be required to notify an affected employee in writing both of its decision to impose a deferred penalty on him, and also of the precise extent of the penalty.

A copy of the written notification will be sent to the Union simultaneously, and that notification will so indicate. The letter will also draw the attention of the employee to this Letter of Understanding.

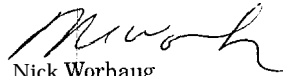
If an employee disagrees with the deferred disciplinary penalty imposed by the Employer in his case, and chooses to grieve it, notice in writing of the grievance must be filed with a person designated by the Employer, within fourteen (14) calendar days of the day when the employee received the Employer's written notification of its decision to impose the deferred penalty on him.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2000  
at the City of Vancouver in the Province of British  
Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board




Nick Worhaug  
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Klaus Jacobsen  
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Jim Pearson  
Business Manager



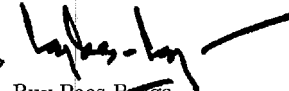
Dave MacIntyre  
Director

Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Praga  
GVHEA Vice-Chairperson



**LETTER OF UNDERSTANDING #13**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES AND BARTENDERS' UNION.  
LOCAL 40

**PROVISIONS FOR BREAKING SENIORITY TIES**

In any instance where the Employer starts up a new facility, the highest seniority ranking amongst employees in the new facility shall be granted to the employee having the earliest seniority start date in the department in which the facility is situated; or, as between two or more employees who are transferred into such department from other departments of the Hotel, the highest seniority ranking shall be granted to the employee having the earliest seniority start date in the department from which he was transferred, or, if two or more employees possess identical departmental seniority start dates, the highest seniority ranking shall be granted to the employee having the earliest hotel seniority start date.

In any instance where two or more employees are transferred into an existing facility, the highest seniority ranking shall be granted to the employee having the earliest seniority start date in the department in which the facility is situated; or, as between employees who are transferred into such department from other departments of the Hotel, the highest seniority ranking shall be granted to the employee having the earliest seniority start date in the department from which he was transferred; or, if two or more employees possess identical departmental seniority start dates, the highest seniority ranking shall be granted to the employee having the earliest hotel seniority start date.

In all of the above instances, existing employees shall be granted higher seniority ranking than newly hired employees.

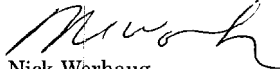
In any of the above instances, where a tie remains between two or more employees, such tie shall be broken in favour of the employee whose birthday occurs on the earliest day of the earliest month of whichever year each one was born. Thus, one born on March 6, 1966 would be granted higher seniority ranking than one born on April 3, 1962.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver in the Province of British  
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HOSPITALITY  
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HOTEL, RESTAURANT  
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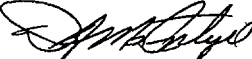


Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board

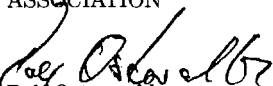


Jim Pearson  
Business Manager

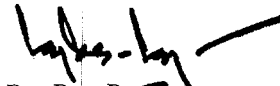


Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Braga  
GVHEA Vice-Chairperson

**LETTER OF UNDERSTANDING #14**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

**RETIREMENT POLICIES**

On behalf of its individual members, the Association agrees that as soon as possible following the ratification of a new collective agreement, each one will formulate and publicize a retirement policy containing the following principles.

1. The normal retirement age for all employees will be 65.

2. At some point during an employee's 65th year, but in any event no later than three months prior to his 65th birthday, the Employer will in writing advise the employee of his forthcoming 65th birthday, and will request the employee to complete a declaration form that will indicate whether or not the employee wishes to have his employment extended beyond his 65th birthday.

3. The declaration form shall state quite clearly that in a case where the employee opts to continue working beyond his 65th birthday, that option will be made subject to a determination by the Employer that the employee retains the ability to continue performing the full measure of the duties of his position.

4. An employee who receives from his Employer the written advice referred to in Paragraph 2, will be required to return his completed declaration form to the Employer, within one (1) calendar month of the date he received it.

5. In any case where an employee declares his intention to remain employed beyond his 65th birthday, the Employer shall in writing acknowledge his election, and, if the Employer has determined that the employee possesses the capacity to perform the full measure of the duties of his position, shall specify the period of such extended employment which may be for any period up to twelve (12) months.

6. In any case where an employee declares his intention to remain employed beyond his 65th birthday, but the Employer determines that the employee does

not possess the capacity to perform the full measure of the duties of his position, the Employer shall notify the employee in writing of such determination within two (2) weeks of receiving the employee's completed declaration form, and shall simultaneously draw the attention of the employee to this Letter of Understanding.

7. In the case of any employee who, at the time the renewed Collective Agreement is ratified, had already attained the age of 65 years, both the Employer and the employee shall conform with the requirements of paragraphs 1 to 6 above which shall be applied to the year in question and to the employee's immediately following birthday.

8. In any case where an Employer has extended an employee's period of employment beyond his 65th birthday, the same procedures as are outlined in Paragraphs 1 to 6 herein, shall be followed by both the Employer and the employee with respect to each succeeding extended period.

9. In any case where an Employer has extended an employee's period of employment beyond his 65th birthday, the employee shall be advised that he will be subject to an ongoing review and evaluation of his performance.

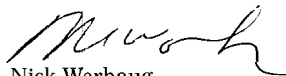
10. In any case where an employee who elected to remain employed beyond his 65th birthday or beyond any extended period thereafter, is denied the opportunity to continue working by his Employer, and is of the opinion that he retains the capacity to perform the full measure of the duties of his position, he shall be entitled to lodge a grievance pursuant to the procedure contained in Article 21 of the Agreement, within fourteen (14) calendar days of the date when he receives the Employer's notification to that effect.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver in the Province of British Columbia.

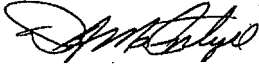
HOSPITALITY  
INDUSTRIAL  
RELATIONS

HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board

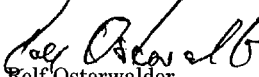
  
Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board



Dave MacIntyre  
Director

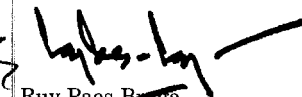
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Jim Pearson  
Business Manager



Ruy Paes-Braga  
GVHEA Vice-Chairperson



**LETTER OF UNDERSTANDING #15**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

**THE WESTIN BAYSHORE: INTRODUCTION OF  
SERVICE EXPRESS**

1. Effective on May 31, 1994, Appendix 1 to the Collective Agreement between the Hotel and the Union shall be amended by adding to the list of Departments for the Hotel the following: Service Express.

2. All employees who on May 31, 1994 occupy positions that are classified as Bell Person, Door Person or Concierge in the Guest Services Department; as Cashier, Server or Refreshment Centre Attendant in the Room Service Department; or as Chief Telephone Operator or Switchboard Operator in the Telephones Department; and those employees occupying positions that are classified as House Person in the House-keeping Department, and whose names are listed in the Appendix 2 that is attached to this Letter of Understanding, shall be transferred into the new Service Express Department with effect from June 1, 1994.

3. Those of the employees referred to in Paragraph 2 above who occupy positions in the classifications of Server and Bell Person shall be reclassified as Service Express Attendants, carrying their seniority rights in accordance with the provisions of the Appendix 1 that is attached to this Letter of Understanding.

4. Those of the employees referred to in Paragraph 2 above who occupy positions in the classifications of Cashier, Chief Telephone Operator and Switchboard Operator shall be reclassified as Service Express Agents, carrying their seniority rights in accordance with the provisions of the Appendix 3 that is attached to this Letter of Understanding.

5. Emily Urata whose position is classified as Concierge, shall be reclassified as Service Express Agent (Info), carrying her existing seniority rights intact.

6. Those employees whose positions are classified as House Person in the Housekeeping Department, and whose names are listed in the Appendix 2 that is

attached to this Letter of Understanding, shall be reclassified as Service Express Attendants (Valet), carrying their existing seniority rights intact.

7. Those of the employees referred to in Paragraph 2 above who occupy positions in the classifications of Door Person and Refreshment Centre Attendant shall maintain their existing classifications, carrying their existing seniority rights intact.

8. Notwithstanding all the earlier references to seniority rights, it is understood and agreed that for the purposes of Article 14.06 of the Collective Agreement, a minimum of two employees within the new Department shall be entitled to be absent on annual vacation at any one time during each annual vacation year.

**ESTABLISHMENT OF A  
NEW CLASSIFICATION OF SERVICE  
EXPRESS ATTENDANT**

1. Effective June 1, 1994, the 20 employees listed on the attached Appendix 1, will be transferred from their respective current departments of Guest Services and Room Service to the new Service Express Department (the "new Department"), and effective the same date will be reclassified from their respective current classifications of Bell Person and Server to the new classification of Service Express Attendant.

2. For the purpose of scheduling shifts and for any other purposes where classification seniority of employees is a factor, effective June 1, 1994, the aforesaid employees will be separated into two groups, namely Service Express Attendants (Lobby) and Service Express Attendants (Service), as set forth in the Appendix 1.

3. Effective April 27, 1994, any new employee transferred or hired into the new Department as a Service Express Attendant, shall for the purposes set out in Paragraph 2 above, be allocated to a third group, namely Service Express Attendant (General); and shall be paid at an hourly wage rate based on a Job rate of Nine Dollars and Ten Cents (\$9.10).

4. Subject only to the provisions contained in Paragraphs 6 and 7 below, each Service Express Attendant (Lobby) shall, for the first 11 full working weeks immediately following June 1, 1994, continue to perform all those duties currently assigned to employees classified as Bell Persons, and shall be paid therefor at the hourly wage rate of Nine Dollars and Ten Cents (\$9.10).

5. Subject only to the provisions contained in Paragraphs 6 and 7 below, each Service Express Attendant (Service) shall, for the first 11 full working weeks immediately following June 1, 1994, continue to perform all those duties currently assigned to employees classified as Room Service Servers, and shall be paid therefor at the hourly wage rate of Nine Dollars and Ten Cents (\$9.10).

6. During the 11 full working weeks immediately following June 1, 1994, each of the 20 employees listed on the attached Appendix 1, shall for one entire working week be assigned to work as a trainee in the other group than the one to which he/she will have been assigned for purposes of seniority.

For example, each Service Express Attendant (Lobby) will be assigned to train as a Room Server for one entire week, and each Service Express Attendant (Service) will be assigned to train as a Bell Person for one entire week.

7. During the 11 full working weeks immediately following June 1, 1994, an employee who has completed the cross-training referred to in Paragraph 6 above, may be required at any time during the course of any shift, to perform any duty of the other group, as assigned.

8. Effective the commencement of the twelfth full working week immediately following June 1, 1994, each Service Express Attendant will be assigned at the start of each daily shift to work from one of the two departmental bases of operation, i.e. the Lobby or the Service area, but will be required on an ongoing basis during each shift to perform any duty of either group, as assigned.

9. Effective the commencement of the twelfth full working week following June 1, 1994, each regular Service Express Attendant whose name is listed on the attached Appendix 1, will be guaranteed an average of at least three (3) shifts per week during any period of continuous full employment, based in the area in which he/she maintains his/her group seniority, but this guarantee does not apply to employees transferred or hired into the new Department after April 27, 1994.

10. In September, December, March and June of every year, any employee who is covered by Paragraph 9, and who wishes to protest the Hotel's failure to provide the guaranteed number of shifts during the immediately preceding three months, shall be required to



notify the Hotel in writing of that fact, and with respect to any three-month period for which no such notification was served by an employee, the Hotel's obligation shall be waived for that period.

11. During the 11 full working weeks immediately following June 1, 1994, gratuities earned by the 11 employees listed in Appendix 1 who will continue for that period of time to be based in the Lobby, shall be distributed amongst them in whatever manner they decide is equitable.

12. During the 11 full working weeks immediately following June 1, 1994, gratuities earned by the nine employees listed in Appendix 1 who will continue for that period of time to be based in the Service area, shall be distributed amongst them in whatever manner they decide is equitable.

13. Effective from the start of the twelfth full working week immediately following June 1, 1994, gratuities earned by all Service Express Attendants shall be distributed amongst them in whatever manner is deemed acceptable to a majority of the members of each of the two original groups, i.e. (Lobby) and (Service) in separate votes which shall be conducted by secret ballot under the auspices and direction of the Union.

14. If no method of gratuity distribution acceptable to a majority of the members of both groups has been arrived at by July 15, 1994, the matter shall be referred to a single arbitrator who shall be selected by the Union, who shall be required to determine the issue of an equitable method for distributing gratuities amongst all Service Express Attendants, whose decision will be required before the end of the tenth week immediately following June 1, 1994, and whose decision shall be final and binding on all concerned with effect from the commencement of the twelfth full week immediately following June 1, 1994.

15. In the event of the absence of any of the 20 employees listed in Appendix 1, during the 11 full working weeks immediately following June 1, 1994, the Hotel may extend the period of 11 weeks set aside for cross-training by the amount of time necessary to provide the said cross-training for all such employees.

16. If an extension to the 11-weeks period of time becomes necessary, all other time limits mentioned in this Agreement, will be adjusted accordingly.

17. Effective June 1, 1994, the three employees listed on the attached Appendix 2, will be transferred from

their current department of Housekeeping to the new Service Express Department, and, effective the same date will be reclassified from their current classification of House Person (Valet) to the new classification of Service Express Attendant (Valet).

The said employees will remain as parts of a separate non-gratuity classification for the purpose of scheduling shifts and for any other purposes where classification seniority of employees is a factor, and will retain an hourly wage rate of Twelve Dollars and Fifty-one Cents (\$12.51).

18. The new Service Express Attendants (Valet) will not be subjected to any additional training, and will not be required to perform the duties normal& assigned to the other Service Express Attendants.

19. Effective June 1, 1994, all Service Express Attendants other than those who will have been-reclassified as Service Express Attendants (Valet), may be required at any time to perform duties of pickup and delivery which are normally performed by Service Express Attendants (Valet).

20. This agreement, having been ratified by the Hotel's General Manager and by the Union, after full consultation with all employees affected by its terms binds all parties with effect from June 1, 1994.

#### **ESTABLISHMENT OF A NEW CLASSIFICATION OF SERVICE EXPRESS AGENT**

1. Effective June 1, 1994, the 14 employees listed on the attached Appendix 3, will be transferred from their respective current departments of Telephones and Room Service to the new Service Express Department (the "new Department"), and, subject to the provisions of Paragraphs 4 and 5 below, they will be reclassified effective the same date from their respective current classifications of Chief Telephone Operator, Telephone Operator and Cashier to the new classification of Service Express Agent.

2. The relative seniority amongst the new Service Express Agents will be governed by the seniority each one had accumulated in his/her previous classification.

3. The hourly wage rate for the classification of Service Express Agent shall be based on a job rate of Twelve Dollars and Sixty-four Cents (\$12.64), effective from June 1, 1994.

4. For as long as the Hotel retains a separate Telephones operation, Elizabeth Duce will be permitted by

an exercise of her seniority rights to retain her current position of Chief Telephone Operator at the hourly wage rate of Twelve Dollars and Seventy-eight Cents (\$12.78).

5. For as long as the Hotel retains a separate Telephones operation, as many of the current Telephone Operators as are able to be retained in the continuing Telephone Switchboard operation, will be permitted by an exercise of their seniority rights to retain their current positions at the hourly wage rate of Twelve Dollars and Fifty-one Cents (\$12.51).

6. It is the current intention of the Hotel to amalgamate the functions of the Telephone Switchboard with those of the new Service Express Command Centre as soon as funding becomes available for the rewiring that is required for that purpose. When such amalgamation has been completed, the Hotel will not be required to honour the arrangements set out in Paragraphs 4 and 5.

7. Notwithstanding the foregoing provisions of Paragraphs 4 and 5, any employee who elects to remain in the Telephone Switchboard operation, shall be required

(a) to undergo the training necessary to equip him/her to act as a Service Express Agent from time to time, and

(b) to accept assignments as a Service Express Agent whenever circumstances dictate the need therefor.

8. Emily Urata will be transferred to the new Department, and reclassified as a Service Express Agent (Info), effective June 1, 1994, retaining her hourly wage rate of Twelve Dollars and Sixty-four Cents (\$12.64).

9. Emily Urata will continue as a part of a separate non-gratuity classification for the purpose of scheduling shifts and for any other purposes where classification seniority of employees is a factor.

10. Emily Urata will be given an opportunity to obtain the further training to equip her to function as a Service Express Agent, if she so wishes, but she will not be required to perform the duties normally assigned to other Service Express Agents, unless she elects to do so.

11. This agreement, having been ratified by the Hotel's General Manager and by the Union, after full consultation with all employees affected by its terms, binds all parties with effect from June 1, 1994.

NAME	APPENDIX 1 CLASSIFICATION		SENIORITY
	FORMER	NEW	
WONG, Larry	Bell Person	Attendant (Lobby)	07/12/61
CHEW, Richard	Bell Person	Attendant (Lobby)	03/08/68
MAH, Fred	Bell Person	Attendant (Lobby)	12/09/69
CHOW, Jim	Bell Person	Attendant (Lobby)	12/28/72
CHAN, Robert	Bell Person	Attendant (Lobby)	09/15/74
NG, Thomas	Bell Person	Attendant (Lobby)	08/15/80
WARDROP, Dan	Bell Person	Attendant (Lobby)	07/23/86
ROHRLACK, Greg	Bell Person	Attendant (Lobby)	02/28/90
GABALDON, Roberto	Bell Person	Attendant (Lobby)	06/26/90
KETTERINGHAM, Todd	Bell Person	Attendant (Lobby)	05/29/92
MARTE, Abe	Bell Person	Attendant (Lobby)	04/27/93
SAUVAIN, Roger	Server	Attendant (Server)	12/11/69
LAM, Herbert	Server	Attendant (Server)	04/20/75
SIT, Michael	Server	Attendant (Server)	08/29/81
OGLIVE, Dave	Server	Attendant (Server)	02/28/89
DRAKE, Patricia	Server	Attendant (Server)	05/09/89
IGUALADA, Theo	Server	Attendant (Server)	03/09/91
BEIK-HOSSEINI, Tom	Server	Attendant (Server)	04/11/93
HODGENS, Barry	Server	Attendant (Server)PT	
LANGFORD, Doug	Server	Attendant (Server)PT	

"Attendant" is a short version of Service Express Attendant

NAME	APPENDIX 2 CLASSIFICATION		SENIORITY
	FORMER	NEW	
KRISHNAN, Raj	House Person	Attendant (Valet)	09/09/70
SHULMAN, Victor	House Person	Attendant (Valet)	07/29/81
POLANSKI, Mark	House Person	Attendant (Valet)	04/25/90

"Attendant" is a short version of Service Express Attendant

NAME	APPENDIX 3 CLASSIFICATION		SENIORITY
	FORMER	NEW	
JETMUNDSON, Rose	Cashier	Agent	07/07/69
DUCE, Elizabeth	Chief Telephone Op.	Agent	04/14/73
COURSON, Arvina	Switchboard Operator	Agent	08/19/79
REINHARDT, Ruth	Switchboard Operator	Agent	09/16/80
GREENLAY, Evelyn	Switchboard Operator	Agent	09/17/80
TASAKA, Hayako	Switchboard Operator	Agent	09/28/83
CLIFFORD, Brian	Cashier	Agent	07/13/85
BEAUDRY, Marie	Switchboard Operator	Agent	02/09/88
BARROSO, Florida	Switchboard Operator	Agent	07/24/89
MANI, Reshmi	Switchboard Operator	Agent	02/19/90
REINHARDT, Katarina	Switchboard Operator	Agent	02/26/90
GRAHAM, Hidemi	Cashier	Agent	07/19/91
REDDY, Priscilla	Switchboard Operator	Agent	09/17/92
JUDD, Darren	Cashier	Agent	03/13/94
URATA, Emily	Concierge	Agent (Info)	12/26/88

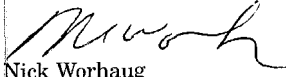
"Agent" is a shortened version of Service Express Agent

DATED this \_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver in the Province of British  
Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

/HOTEL, RESTAURANT  
& CATERING  
EMPLOYEES &  
BARTENDERS UNION  
/LOCAL 40

Jack Butterworth  
Chairman of the Board




Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board

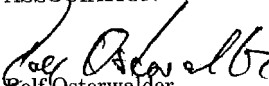



Jim Pearson  
Business Manager

  
Dave MacIntyre  
Director

GREATER VANCOUVER  
ASSOCIATION

HOTEL EMPLOYERS

  
Rolf Osterwalder  
GVHEA Chairperson

  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

## LETTER OF UNDERSTANDING #16

**BETWEEN:**  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

**AND:**  
HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

### **ROOM ATTENDANTS – OTHER MATTERS**

#### **1. Rest Periods**

It has been claimed that some Room Attendants frequently forego rest periods and/or meal breaks, and that in some cases employees feel pressured by their supervisors to do so, while in other cases they choose to do so voluntarily.

Regardless of the reason, the seven GVHEA General Managers unanimously wish to record their view that (1) it is totally unacceptable for their Room Attendants or any of their other employees to forego their rest periods and their meal breaks without being properly compensated in accordance with the provisions of Article 9 of the Agreement; (2) they will make it clear to their subordinate managers and supervisors that the practice is unacceptable; and (3) they will each take steps to ensure that all of their employees are made aware of their policy in this regard. This policy will be stated in a letter from the GVHEA Chair to the President of Local 40. The statement of the GVHEA General Managers is based on the fact that they are serious about the obligations they assume when they sign a collective agreement, and because they are concerned about the safety and well-being of their employees in general, and of their Room Attendants in particular.

#### **2. Communications**

In order to improve the quality of communications between Room Attendants and, their managers and supervisors, a special effort will be made to encourage the appointment of effective Shop Stewards in all Housekeeping Departments, and to provide them with the ongoing training contemplated elsewhere by the parties.

#### **3. Semi-Annual Meetings**

It is also mutually agreed that the semi-annual meetings between Room Attendants, Local 40 representatives and hotel management contemplated by the Letter of Understanding headed WORKLOAD OF



ROOM ATTENDANTS, will be revived in all the GVHEA hotels during the term of the Agreement.

#### **4. Relief from Full-Time Duties**

The parties recognize that the work of Room Attendants is onerous and tedious, and that there are many good reasons why individual employees may wish to be given opportunities to receive some form of relief from time to time. Therefore it is agreed that in appropriate cases and for specific periods of time to be agreed on by the General Manager and the Union President, Room Attendants may be granted either shorter daily shifts or fewer weekly shifts. For this purpose, specific language has been inserted into the Agreement as a new Article 9.1.08.

#### **5. The Training of New Room Attendants**

It is agreed that the practice which has been in effect at most GVHEA hotels since their respective dates of opening, and which enables trainees at varying stages of their initial probationary periods to clean rooms on their own, has often deprived existing employees of hours of work to which they otherwise would have been entitled by virtue of their greater seniority.

To whatever extent the practice has previously been the case, it shall be discontinued effective July 1, 1998.

A new system covering all Room Attendants hired on or after July 1, 1998, has been established by mutual agreement between the GVHEA and Local 40. Under the terms of the new system, no existing employee will lose any hours of work to which her seniority entitles her.

#### **6. New System for Training of New Room Attendants**

It having been agreed by the parties that it is essential for newly hired Room Attendants to be provided with opportunities to work independently during their initial training period, and it having been also agreed that it is inappropriate for other more senior employees to be deprived of hours of work and pay in order to accommodate the training of the newly hired Room Attendants, therefore the parties have agreed to establish a new system that will come into effect on July 1, 1998, and that will provide the necessary training opportunities without a resulting loss of hours or pay by existing employees.

(a) Effective July 1, 1998, new Room Attendants will be entitled to clean rooms on their own for such period of time as the Employer decides is necessary and is in

accordance with the Employer's past practice. The hours which otherwise would have been assigned to senior employees, will be recorded for future use by others.

(b) In the first year of operation of this new system, any senior employees who are displaced by the new trainees, will be assigned auxiliary work in their house-keeping department equal to the number of hours which they gave up to the new trainees, and they will be paid for such auxiliary work at their normal hourly rate. The auxiliary work referred to herein will be consistent with the tasks regularly assigned to Room Attendants, and the volume of such work will relate reasonably to the normal duties of a Room Attendant.

(c) In succeeding years, new Room Attendant trainees will be entitled to clean rooms on their own for such period of time as is determined by the Employer to be necessary, and their hours of independent work will be given to them at the expense of those employees who had previously benefited from this provision to the extent of the hours that had been recorded in their trainee years. To whatever extent the number of available hours is insufficient for the purpose of training new Room Attendants in any given year, the additional hours will be provided by displacing senior employees who will be assigned auxiliary work under the same conditions as are set out above.

(d) No Room Attendant will be required to repay her hours of independent work beyond the conclusion of her third year of continuous employment as a Room Attendant.

(e) Each new Room Attendant will be required as a condition of employment to execute a form of agreement which shall be designed jointly by the GVHEA and the Union, and which will include an undertaking by the employee to repay the hours of independent work which she was assigned as a trainee.

(f) Effective July 1, 1998, any hours of work which become available as the result of a leave authorized pursuant to the provisions of Article 9.1.08 of the Agreement, will be recorded and may be utilized by the Employer for the purpose of permitting Room Attendant trainees to clean rooms on their own. No senior employee who otherwise might have been entitled to grieve the loss of these hours, will be acknowledged to have cause for a grievance.

(g) When providing new Room Attendant trainees

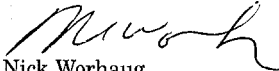
with hours of independent work, the Employer will first utilize all the hours banked and recorded in the accounts of previous Room Attendant trainees, before utilizing the hours which become available as the result of leaves authorized pursuant to the provisions of Article 9.1.08 of the Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board

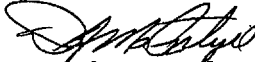


Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board

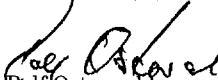


Jim Pearson  
Business Manager

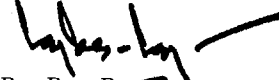


Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Braga  
GVHEA Vice-Chairperson

## LETTER OF UNDERSTANDING #17

### BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

### AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS UNION.  
LOCAL 40

### MISCELLANEOUS MATTERS

#### 1. Shop Steward Training

The parties agree that it is in the best interests of all concerned that Shop Stewards in all hotels receive the best training possible, with particular regard to their knowledge of the GVHEA collective agreement and the established process within their hotels for resolving disputes effectively. Both parties agree that it would be especially useful if Shop Stewards were to receive at least some of this training in conjunction with managers and supervisors in their hotels.

It is also agreed that the manual for the training sessions should be jointly developed, and should be delivered by those who will be jointly selected by the parties, and that Shop Stewards will be permitted to attend the training sessions without suffering loss of pay. More specifically, any Shop Steward who is scheduled to work during the time of these training sessions, will be reimbursed by the Employer for his loss of hours.

Representatives of the GVHEA and Local 40 will meet as soon as possible after July 1, 1998, with a view to determining the feasibility of organizing a joint seminar within each GVHEA member hotel, on an annual basis or more frequently, as may be agreed to in any individual case.

#### 2. The Issue of Smoking within the GVHEA Hotels

In view of the emerging public policy initiatives regarding smoking in public places, a Joint Committee composed of equal numbers of GVHEA and Local 40 representatives shall be established during the term of the new Agreement to meet with WCB officials and review the parties' options.

#### 3. Remittances of Union Dues and Assessments

It is agreed that the Employers will arrange for monthly reports of Union dues and assessment deductions to be conveyed to the Union both in hard copy and also on diskette, providing that any charges that may be levied by the payroll companies, will be borne by the Union. The Employers will make every reasonable

effort to ensure that any such charges will be kept to a minimum.

**4. The Right of Employees to Privacy in the Workplace**

It is agreed that as soon as possible after July 1, 1998, the parties will establish a Joint Committee composed of an equal number of representatives of the GVHEA and the Union, whose task it will be to review the issues arising from the Employers' acknowledged need to establish and maintain a form of surveillance of its premises, and arising from the need of employees to enjoy the maximum possible privacy.

If any individual member hotel invites the Joint Committee to give consideration to a specific issue of privacy arising within the hotel, a bargaining unit employee from the hotel, to be appointed by the Union President, will be added to the Joint Committee, and will suffer no loss of regular wages as a result of attending meetings of the Joint Committee.

**5. Particular Forms of Harassment and Discrimination**

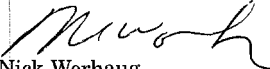
It is agreed that the parties will meet as early as possible during the term of the new Collective Agreement in order to seek to establish an effective process for the investigation of allegations of harassment, sexual harassment or discrimination raised against one or more other bargaining unit employees.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

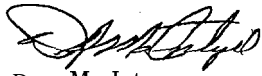
HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board

  
Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board

  
Jim Pearson  
Business Manager



Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Braga  
GVHEA Vice-Chairperson

**LETTER OF UNDERSTANDING #18**

BETWEEN:  
GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:  
HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES AND BARTENDERS' UNION,  
LOCAL 40

**(Reference/ Article 17.05)**

*The following form may be used as an acknowledgement of receipt of written policies and/or procedures.*

**ACKNOWLEDGEMENT OF RECEIPT OF WRITTEN POLICIES OR PROCEDURES**

I, \_\_\_\_\_ hereby acknowledge the receipt of a copy of a document entitled \_\_\_\_\_ which is dated \_\_\_\_\_

This form is in compliance with Article 17.05(d) of the Collective Agreement which stipulates how employees are expected to acknowledge the receipt of their Employer's written policies and procedures.

The signing of this receipt does not in any way diminish the rights to which employees are entitled under the grievance procedure contained in the Collective Agreement.

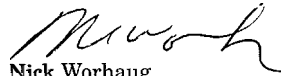
**SIGNATURE OF THE EMPLOYEE OR OF A SHOP STEWARD MADE ON BEHALF OF THE EMPLOYEE AND IN THE EMPLOYEE'S PRESENCE**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY  
INDUSTRIAL  
RELATIONS

HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

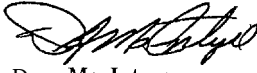
Jack Butterworth  
Chairman of the Board

  
Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board




Jim Pearson  
Business Manager

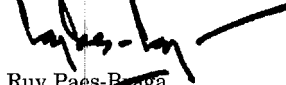


Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Braga  
GVHEA Vice-Chairperson



**LETTER OF UNDERSTANDING #19**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY EMPLOYEES AND BARTENDERS' UNION, LOCAL 40

**EMPLOYEES OF THE DELTA PACIFIC RESORT & CONFERENCE CENTRE: HOURS OF WORK, SENIORITY, PROMOTIONS, TRANSFERS, LAY-OFF AND RECALL PROVISIONS**

WHEREAS it has been agreed that the provisions of Articles 9, 9.1, 10 and 11 of the 1998-2000 Collective Agreement between the parties shall not apply to employees of the Delta Pacific Resort & Conference Centre:

AND WHEREAS it has been agreed that the provisions of Articles 9, 10 and 11 of the 1995-1998 Collective Agreement between the parties shall continue to apply to employees of the Delta Pacific Resort & Conference Centre;

THEREFORE those provisions that shall apply to the employees of the Delta Pacific Resort & Conference Centre in lieu of Articles 9, 9.1 10 and 11 of the 1998-2000 Collective Agreement, are those set out below in this Letter of Understanding.

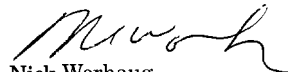
FOR EASE OF UNDERSTANDING, any references contained within this Letter of Understanding to Articles other than 9, 9.1, 10 and 11 will be made to the 1998-2000 Collective Agreement between the parties, whereas any references to Articles 9, 10 or 11 will be made to the Letter of Understanding.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2000 at the City of Vancouver in the Province of British Columbia.

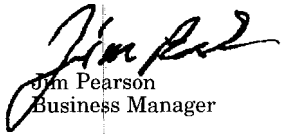
HOSPITALITY INDUSTRIAL RELATIONS

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION LOCAL 40


Jack Butterworth  
Chairman of the Board

  
Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Secretary of the Board

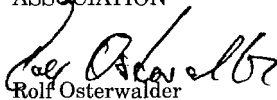


Jim Pearson  
Business Manager

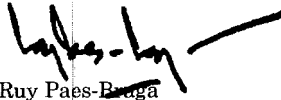


Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION



Rolf Osterwalder  
GVHEA Chairperson



Ruy Paes-Braga  
GVHEA Vice-Chairperson

**LETTER OF UNDERSTANDING #20**

BETWEEN:

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION

AND:

HOTEL, RESTAURANT AND CULINARY  
EMPLOYEES' AND BARTENDERS' UNION,  
LOCAL 40

Whereas the parties have successfully implemented a new seniority system in all the properties represented by the G.V.H.E.A. with the exception of the Delta Pacific Resort and Conference Centre and Suehiro Japanese Steak House.

The parties are now resolved to implement the new system at the Delta Pacific Resort.

Upon conclusion and ratification of a renewed Collective Agreement between the Union and the G.V.H.E.A., the members of the Union employed at the Delta Pacific Resort will be given an opportunity to implement the new system on a trial basis.

The members employed at the Delta Pacific Resort will be given an opportunity to vote on whether or not to implement the new system for a period of six (6) months commencing September 1, 2000 and concluding February 28, 2001.

If the members vote affirmatively, the Union and Employer will cooperate on implementing the new system. Joint meetings will be held with both bargaining unit members and selected managerial personnel on the specifics of the new system.

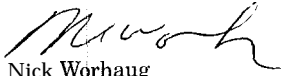
At the conclusion of the trial period, the member and the Employer will be given the opportunity to make permanent the new system, through a ratification vote, or to return to the language of the March 1, 1998 through February 29, 2000 Collective Agreement (Delta Pacific Resort Appendix).

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000  
at the City of Vancouver in the Province of British  
Columbia.

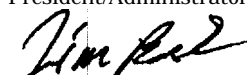
HOSPITALITY  
INDUSTRIAL  
RELATIONS


HOTEL, RESTAURANT  
& CULINARY  
EMPLOYEES &  
BARTENDERS UNION  
LOCAL 40

Jack Butterworth  
Chairman of the Board

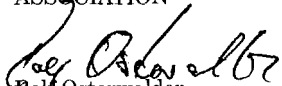
  
Nick Worhaug  
President/Administrator


Klaus Jacobsen  
Secretary of the Board

  
Jim Pearson  
Business Manager

  
Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS  
ASSOCIATION


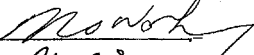
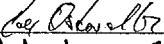
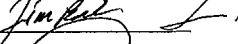
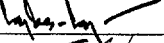



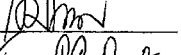
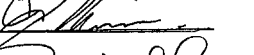
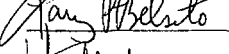


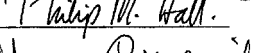

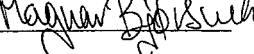
  
Rolf Osterwalder  
GVHEA Chairperson

  
Ruy Paes-Beaga  
GVHEA Vice-Chairperson

THE REPRESENTATIVES OF THE GREATER VANCOUVER HOTEL EMPLOYERS' ASSOCIATION (HOSPITALITY INDUSTRIAL RELATIONS) AND THE HOTEL, RESTAURANT & CULINARY EMPLOYEES' AND BARTENDERS' UNION LOCAL 40 WHOSE SIGNATURES ARE AFFIXED HERETO AGREE TO UNANIMOUSLY AND WITHOUT RESERVATION RECOMMEND TO THEIR RESPECTIVE PRINCIPALS THE TERMS OF SETTLEMENT PROPOSED BY MEDIATOR BRIAN FOLEY ON JULY 25, 2000

FOR GVHEA/HR

FOR LOCAL 40

Witness: Brian Foley

Date: July 25, 2000

RECOMMENDATIONS FOR SETTLEMENT PROPOSED BY MEDIATOR BRIAN FOLEY IN THE COLLECTIVE BARGAINING DISPUTE BETWEEN THE GREATER VANCOUVER HOTEL EMPLOYERS' ASSOCIATION (HOSPITALITY INDUSTRIAL RELATIONS) AND THE HOTEL, RESTAURANT AND CULINARY EMPLOYEES AND BARTENDERS' UNION, LOCAL 40

**INTRODUCTION**

The Collective Agreement between the Greater Vancouver Hotel Employers' Association and the Hotel, Restaurant and Culinary Employees' and Bartenders' Union, Local 40 expired on February 29, 2000. Some 2000 employees of seven Lower Mainland hotels are covered by the terms of the Collective Agreement. The Employers and the Union engaged in direct collective bargaining in the spring of 2000, and, although they were able to resolve some matters with respect to a renewal collective agreement, they were unable to reach agreement on a large number of non-monetary and monetary issues.

I was engaged as a private mediator and I met with the parties in the latter part of June 2000. During the course of these mediation meetings some non-monetary issues were resolved. However, the views of the Employers and the Union were quite different with respect to what should constitute the monetary aspects of a settlement package and an impasse was reached.

The Employers tabled a settlement proposal and the Union submitted the proposal to a secret ballot vote of its membership. The membership overwhelmingly rejected the settlement proposal and voted in favour of strike action.

The Union served strike notice and the Employers served lockout notice. After some spontaneous strike activity by employees at some of the hotels on July 3 and 4, 2000, the Union formally commenced strike activity on July 4, 2000.

Mediation resumed on July 8, 2000, resulting in the Employers presenting another settlement proposal on July 9, 2000. That proposal was submitted by the Union to a secret ballot vote of its membership and the proposal was rejected by 71 percent of those employees who voted.

Another mediation meeting was held on July 13, 2000 but no progress was made in resolving the issues still in dispute.

I contacted the parties in late July and suggested to them that we have another meeting to determine if the positions of the parties had changed, now that the strike had been underway for some three weeks.

I met with the Employers and the Union on July 25, 2000. After spending time with both bargaining committees, I determined that the parties had become entrenched in their respective positions and I did not see where any further discussions would be fruitful.

In the face of this predicament, I proposed to the parties that I provide them with recommended terms of settlement for their consideration.

Both the Employers and the Union agreed to my proposal. The Union will submit my recommendations to a secret ballot vote of the Union membership as quickly as possible. If the Union membership accepts my recommendations for settlement, the Employers will submit the recommendations to the Employers' principals for decision without delay.

I urge acceptance of my recommendations for settlement so that this dispute can now be brought to an end. If the recommendations are rejected, this stalemate/standoff will persist, and the strike will continue. I firmly believe that it will then continue for a very long period of time. This will have a very dramatic negative impact on the overall business of the seven hotels in both the short and long terms and, as a result, will place the continued employment of bargaining unit members in jeopardy.

**1. MATTERS AGREED TO DURING DIRECT COLLECTIVE BARGAINING**

Matters agreed to during direct collective bargaining remain agreed and will be incorporated into the renewal Collective Agreement. (These matters are set out in Appendix A of documents already exchanged between the parties)

**2. NON-MONETARY MATTERS AGREED TO DURING MEDIATION**

Non-monetary matters agreed to during mediation on June 14 and June 17, 2000 remain agreed and will be incorporated into the renewal Collective Agreement. (These matters are set out in appendix B of documents already exchanged between the parties)

**3. MATTERS NOT DEALT WITH**

Matters which were raised by either party during collective bargaining or mediation and are not included in matters signed off between the parties or in these rec-

ommendations for settlement are considered withdrawn. With respect to these matters, the provisions of the expired collective agreement will be incorporated into the renewal Collective Agreement. Following are some examples of issues pursued by the Union, rejected by the Employers and not included in these recommendations for settlement: random sick days, standardization of wage rates, amendment to the banquet gratuity arrangements, the use of non-union subcontractors at the Delta Vancouver Airport hotel, etc.

#### 4. EFFECTIVE DATES

Unless otherwise specified, any changes to the Collective Agreement will be effective from the date of ratification of these recommendations for settlement.

#### 5. TERM OF THE COLLECTIVE AGREEMENT

The term of the renewal Collective Agreement will be from the date of ratification of these recommendations for settlement until June 30, 2003.

#### 6. SETTLEMENT PAYMENT AND WAGE INCREASES

##### (A) SETTLEMENT PAYMENT

In lieu of wage increase retroactivity and as a settlement payment, employees will receive, within two weeks of ratification of these recommendations, the following lump sum payments:

- (i) employees who worked an average of 30 hours or more per week during the month of June 2000 – \$300.
- (ii) employees who worked an average of between 20 and 29 hours per week during the month of June 2000 – \$200.
- (iii) employees who worked an average of between 10 and 19 hours during the month of June 2000 – \$100.

NOTE: "Hours worked" will include time on paid leave time on Weekly Indemnity, ~~and~~ time on Union leave, and any other bona fide authorized absences.

##### (B) WAGE INCREASES

The wage rates for all classifications will be increased as follows, with the increases applying to all existing rates paid to individual employees:

- Effective July 1, 2000 – 2%
- Effective May 1, 2001 – 3%
- Effective ~~July~~ <sup>July</sup> 1, 2002 – 3%

*Bruce J.ley*

#### 7. PENSION PLAN

The Employers' contribution to the pension plan will be increased as follows:



Effective September 1, 2000 – from 30 cents per hour to 33 cents per hour (Increase of 3¢ per hour)

- Effective September 1, 2001 from 33 cents per hour to 36 cents per hour (Increase of 3¢ per hour) Effective September 1, 2002 from 36 cents per hour to 39 cents per hour (Increase of 3¢ per hour) Effective April 1, 2003 – from 39 cents per hour to 42 cents per hour (Increase of 3¢ per hour)

#### 8. HEALTH CARE PLAN

(a) Effective from ratification of these recommendations, the Employers' contribution to the health care plan will be increased to an hourly contribution which, in the opinion of the Plan's Administrator, is necessary to maintain the present benefit levels in force and ensure an adequate Fund Reserve. **(Approximate cost of 16¢ per hour)**

(b) Effective from the dates shown below, sufficient additional hourly contributions will be made to the health care plan by the Employers to increase the benefit levels in the following areas (the additional amounts to be contributed will be determined by the Plan's Administrator):

- On August 1, 2000, the dental fee schedule for 2000 will apply.

- On August 1, 2000, the wage loss percentage (WL) will be increased to 75% with a weekly maximum of \$448. This maximum will be increased in the future in accordance with increases in the EI maximum.

- On January 1, 2001, hearing aid coverage will be added to the extended health plan, subject to a maximum payment of \$750 during any continuous five-year period and subject to certification by an otolaryngologist

- On January 1, 2001, Plan C (Orthodontia) will be added to the dental plan with a lifetime maximum payment of \$1500. Also, on January 1, 2001, the annual maximum payments under the dental plan will be \$2100 for an individual, 2400 for a family with an aggregate maximum of \$4000.

**NOTE: The approximate cost of the August 1 improvements is 3¢ per hour. The approximate cost of the Jan 2001 improvements is 9¢ per hour.**

(c) Each year after 2001, the Employers' contribution to the health care plan will be established at an hourly contribution which, in the Plan Administrator's view, will ensure that the benefit levels as of January 1,

2001 are maintained and an adequate Fund Reserve is in place. The dental fee schedule each year will be the current schedule for that year.

(d) If, during the term of the Collective Agreement, the benefit levels under any of the health care plans under the control of the Administrator are improved beyond the levels applicable to employees in this bargaining unit, the Employers and the Union will meet to discuss what changes should be made to the benefit levels applicable to employees in this bargaining unit. Should they be unable to reach agreement on this matter, it will be referred to Brian Foley for a binding decision.

#### 9. VACATION LEAVE

The Collective Agreement will be amended to provide 5 weeks vacation after 17 years of consecutive service (now 20 years) and 6 weeks after 23 years (now 25 years). These changes are effective from January 1, 2002.

#### 10. THE UNION'S EAP PROGRAMME

On January 1st of each year commencing on January 1, 2001, the seven hotels will contribute to the Union's EAP programme as follows:

- Hotels which themselves offer an EAP - \$1000.
- Hotels which do not themselves offer an EAP - \$2000.

#### 11. RETURN TO WORK ARRANGEMENTS

(a) Following ratification of these recommendations, the Union will withdraw its picket lines forthwith.

(b) Employees will be returned to work according to seniority and subject to operational requirements.

(c) Time spent on strike shall be considered as continuous service for the purpose of seniority and benefit eligibility. (With respect to benefit eligibility, employees will be considered to have worked their regular hours during the period of the work stoppage.) The remaining balance of any probationary period will be served beginning on the date the employee returns to work.

(d) Time limits for grievances will be extended by the length of the work stoppage.

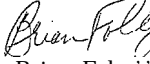
(e) There shall be no recrimination, discrimination or discipline arising from the work stoppage. This sub-clause applies to all employees, including probationary employees. Should a probationary employee be released during the probationary period and, should there be an allegation that the reason for doing so related to the

work stoppage, Brian Foley will render a binding decision on the matter.

(f) All applications/complaints/proceedings before the Labour Relations Board or in any other forum related directly or indirectly to this dispute will be discontinued. The parties will not initiate any further action against each other arising from this dispute.

(g) Brian Foley remains seized to deal with any issues arising over implementation of these recommendations for settlement.

SUBMITTED AT VANCOUVER, BRITISH COLUMBIA, THIS 25TH DAY OF JULY, 2000.

  
Brian Foley

## **GVHEA – Local 40 Health Care Plan Board of Trustees**

### **Board Members representing the Association:**

Delta Pacific Resort & Conference Centre	Peter Stockhausen
Delta Vancouver Airport Hotel & Marina	Peter Stockhausen
Four Seasons Hotel	Suzy Yuen
Holiday Inn Vancouver Centre	Simon Lam
Hyatt Regency Vancouver	Rolf Osterwalder
Renaissance Vancouver Hotel Harbourside	Larry Belsito
The Westin Bayshore Resort & Marina	Mark Andrew

### **Board Members Representing Local 40:**

HRCE&BU, Local 40	Frank Beck
HRCE&BU, Local 40	Marie Decaire
HRCE&BU, Local 40	Jim Pearson
HRCE&BU, Local 40	Kevin Smyth
HRCE&BU, Local 40	Barb Williams
HRCE&BU, Local 40	Nick Worhaug

## TABLE OF CONTENTS

	Page
<b>SUMMARY OF THE PLAN</b>	
TABLE OF BENEFITS	1
ELIGIBILITY	2
PLAN HIGHLIGHTS	2
<b>ELIGIBILITY</b>	
FOR THE EMPLOYEE	4
QUALIFYING HOURS	5
FOR THE EMPLOYEE'S DEPENDENTS	6
COVERAGE DURING CERTAIN ABSENCES	7
IF YOU CHANGE EMPLOYMENT BETWEEN GVHEA HOTELS AFTER YOU TERMINATE EMPLOYMENT	9
COST OF THIS PLAN	10
<b>LIFE INSURANCE PLAN DETAILS</b>	
LIFE INSURANCE (for Employees)	11
LIFE INSURANCE FOR YOUR DEPENDENTS	13
ACCIDENTAL DEATH AND DISMEMBERMENT INS	14
<b>PROVINCIAL MEDICAL SERVICES PLAN (MSP) COVERAGE</b>	18
<b>DISABILITY BENEFIT (WAGE LOSS BENEFITS)</b>	22
<b>EXTENDED MEDICAL BENEFITS (Groups 1 &amp; 2 only)</b>	27
<b>VISION CARE BENEFITS (Group 1 Only)</b>	31
<b>DENTAL BENEFITS (Groups 1 &amp; 2 only)</b>	34
ROUTINE SERVICES	34
MAJOR SERVICES (Group 1 only)	36
ORTHODONTIC SERVICES (Effective January 1, 2001)	37
OTHER DENTAL PRACTITIONERS	37
ALTERNATIVE SERVICES	38
PRE-DETERMINATION OF BENEFITS	38
DENTAL EXPENSES THAT ARE NOT COVERED	38
EXTENSION OF DENTAL BENEFITS	39
<b>HOW TO CLAIM AND OTHER PROCEDURES</b>	
NOTICE AND PROOF OF CLAIM	41
TIME LIMIT FOR FILING CLAIMS	41
PROCEDURE FOR FILING CLAIMS	41
COORDINATION OF DENTAL AND EXTENDED MEDICAL BENEFITS	43
OTHER PROCEDURES	44

TRUSTEES  
JUL 25 2001

*IMPORTANT POINTS; YOU **SHOULD** KNOW  
ABOUT **THIS** PLAN*

- Coverage each month you are employed with one of the GVHEA hotels depends on the hours you worked in the three consecutive months before that month.
- If you and your spouse both work for a GVHEA hotel, your children can only be covered by one of you.
- If you are not covered in any given month, it is YOUR RESPONSIBILITY to enroll you and your family in the B. C. Medical Services Plan (MSP).
- You must complete an Application form for Maternity/Parental Leave at least 4 weeks before you wish your leave to start.
- You must notify your hotel immediately when you cannot work due to disability. The Wage Loss claim form must be returned to the hotel or the Plan Administrator as soon as possible or your benefit payments could be reduced.
- Your Identification number under this Plan is your Social Insurance Number.
- There must be at least 6 months between Dental recall exams. Recall exams separated by less than 6 months will not be paid.
- It is your responsibility to make sure the claim forms are completed properly.
- IF YOU HAVE ANY QUESTIONS CONCERNING COVERAGE OR YOUR ELIGIBILITY, call the Plan Administrator.

**The Trustees reserve the right to amend the Plan at anytime, with or without notice.**

**This booklet is an outline only. Should there be any conflict between this booklet and the Insurance Contracts or Plan Document, the terms of the Insurance Contracts and/or Plan Document will prevail.**

## SUMMARY OF THE PLAN

<b>TABLE OF BENEFITS</b>				
<b>Benefit</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>	<b>Group 4</b>
<b>Life Ins</b>	\$15,000	\$10,000	\$5,000	\$5,000
<b>Dep Life</b>	Covered	Covered	Not Covered	Not Covered
Spouse	\$1,000	\$500		
Child	\$ 500	\$250		
<b>AD&amp;D</b>	\$10,000	\$7,000	\$5,000	\$5,000
<b>Wage Loss</b>	- 75% to \$448/ week	- 75% to \$448/ week	Not Covered	Not Covered
<b>BC MSP</b>	Covered	Covered	Covered	Not Covered
<b>Extended Health</b>	Covered	Covered	Not Covered	Not Covered
<b>Vision Care</b>	Covered	Not Covered	Not Covered	Not Covered
<b>Dental</b>	Covered	Covered	Not Covered	Not Covered
Routine	90%	60%		
Major	80%	Not Covered		
*Ortho	50%	Not Covered		
Fee Guide	current	current		

\* Effective January 1, 2001

**PLAN ELIGIBILITY**

- Group 1** – If you have worked at least 360 hours in the 3 consecutive calendar months immediately before the date of a claim, you will be in Group 1.
- Group 2** – If you have worked at least 240 hours (but less than 360) in the 3 consecutive calendar months before the date of a claim, you will be in Group 2.
- Group 3** – If you have worked at least 190 hours (but less than 240) in the 3 consecutive calendar months before the date of a claim, you will be in Group 3.
- Group 4** – If you have worked at least 40 hours (but less than 190) in the 3 consecutive calendar months before the date of a claim, you will be in Group 4.
- NB** – See special requirements for Dental eligibility on Page 6.

**PLAN HIGHLIGHTS**

	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>	<b>Group 4</b>
<b>A. <u>Life Insurance</u></b> (for Employees)	\$15,000	\$10,000	\$5,000	\$5,000
<b>B. <u>Accidental Death &amp; Dismemberment</u></b> (AD&D)	\$10,000	\$7,000	\$5,000	\$5,000
<b>C. <u>Dependent Life</u></b>				
– Spouse	\$1,000	\$500	Not	Not
– Each Dependent Child	500	250	Covered	Covered
<b>D. <u>Medical Services Plan (MSP)</u></b>				
<i>Groups 1,2 &amp; 3 only</i>	Premium Paid for Employee and dependents			Not Covered
<b>E. <u>Wage Loss Indemnity (TDI)</u></b>				
– Amount	75% of Weekly earnings	75% of Weekly earnings	Not Covered	Not Covered
– Maximum	75% to \$448/week			



– Benefits Payable for disability caused by:	<b>From</b>	<b>From</b>
• Accident	1st day	1st day
• Illness	4th day	4th day
• (if hospitalized)	1st day	1st day
– Benefits Payable For	15 Plan weeks then EI then 15 Plan weeks	15 Plan weeks then EI then 15 Plan weeks

**F. Extended Medical Benefits**      **Groups 1 & 2**      **Groups 3 & 4**  
*(Groups 1 & 2 only)*

Co-Insurance (i.e. The Plan Pays)	100% of eligible expenses 50% of Smoking Cessation Drugs	Not Covered
Maximum – Overall		
In Canada	unlimited	unlimited
Outside Canada	\$1,000,000 lifetime	\$1,000,000 lifetime
Maximum – Specific		
Health Practitioners	\$300/person/calendar year for each type of practitioner	
Orthopedic Shoes	\$250/person/calendar year	
Orthotics	\$100/person/calendar year	
Private Duty Nursing	\$10,000/family every 3 yrs	
Hearing Aids (Jan. 1, 2001)	\$750/person/5 year period	
Wigs	\$150/person/lifetime	
Smoking Cessation	\$150/person lifetime	

**G. Dental Care Benefits**      **Group 1**    **Group 2**      **Groups 3 & 4**

<b>Co-Insurance (i.e. The Plan Pays)</b>				
Basic Services	90%	60%	Not Covered	Not Covered
Major Services	80%	not cov	Covered	Covered
Orthodontic Services	50%	not cov		
<b>Annual Max Pmt (increased effective January 1, 2001)</b>				
Individual	\$2,100	\$2,100	N / A	
Family	\$2,400	\$2,400	N / A	
Aggregate	\$4,000	\$4,000	N/A	
Dental Fee Guide	current	current	N/A	

**Pre-Authorization recommended for:**

Basic Services	over \$500	over \$500
Major Services	all work	not covered
Orthodontia	all work	

**H. Vision Care Benefits (Group 1 Participants only)**

**Maximum:**

1. Lenses (including contact lenses)
  - Single Vision                    \$100\*                    not covered
  - Bifocal                            \$120\*                    not covered
  - Trifocal                            \$140\*                    not covered

\*maximum allowed each year for children under 19 or every two years for adults
2. Contact Lenses for specific conditions                    \$250/lifetime                    not covered

**The Trustees reserve the right to amend the Plan at anytime, with or without notice.**

**This booklet is an outline only. Should there be any conflict between this booklet and the Insurance Contracts or Plan Document, the terms of the Insurance Contracts and/or Plan Document will prevail.**

**PLAN ELIGIBILITY**

**FOR THE EMPLOYEE**

In order to become a Participant and to be eligible for benefits under the GVHEA – Local 40 Health Care Plan, you must meet all of the following qualifications:

1. You must be an Hourly Paid union employee of one or more of the following hotels:
  - (i) Delta Pacific Resort & Conference Centre/Suehiro Restaurant
  - (ii) Delta Vancouver Airport Hotel & Marina
  - (iii) Four Seasons Hotel
  - (iv) Holiday Inn Vancouver Centre
  - (v) Hyatt Regency Vancouver
  - (vi) Renaissance Vancouver Hotel Harbourside
  - (vii) The Westin Bayshore Resort and Marina
2. You must be a member of the Hotel, Restaurant and Culinary

Employees and Bartenders Union, Local 40, AFL, CIO, & CLC.

3. You must have worked the QUALIFYING HOURS described below.
4. You must complete the GVHEA – Local 40 Health Care Plan Enrollment Card.

### QUALIFYING HOURS

1. Initial Eligibility (following Date of Hire)  
To be considered for coverage in any of the Groups for the first time, you must have worked three (3) “full months” and a minimum of forty (40) hours in that three-month period. You will then be eligible to be covered in one of the four Groups on the first day of the fourth month.

Example: If you were hired August 10th, the three “full months” would be:

<b>Month No.</b>	<b>“Full Months”</b>
1	August 10 to September 10
2	September 11 to October 10
3	October 11 to November 10

If the total hours worked were 40 or greater, you would enter the Plan December 1st.

2. Continuing Eligibility  
To stay in the Plan, you must maintain a minimum 40 hours over three consecutive months.
3. To have Group 1 Benefits, you must have 360 hours over each three consecutive months (after you have “come on the plan” as described in (1) above).  
Example: If you had a claim in December, the hours worked in September, October and November are added together. If the total was 360 or more, the claim would be paid as a Group 1 Benefit.
4. To have Group 2 Benefits, you must have 240 (but less than 360) hours over three consecutive months.  
Example: If you had a claim in December, the hours worked in September, October and November are added together. If the total was 240 but less than 360, the claim would be paid as a Group 2 Benefit.
5. To have Group 3 Benefits, you must have 190 (but less than 240) hours over three consecutive months.

6. To have Group 4 benefits, you must have 40 ( but less than 190) hours over three consecutive months and be an active employee at the time of death. (ie – your employment has not been terminated)

#### NOTE RE DENTAL ELIGIBILITY

**To come on the Dental Plan for the first time you must first have worked at least 3 consecutive months and become a GROUP 1 OR GROUP 2 Participant as described above; then, you must remain covered AS A GROUP 1 OR GROUP 2 PARTICIPANT for nine consecutive months. Coverage begins in the month following this qualifying period. Once you have met this 9-month qualification, you will not have to serve an additional 9-month waiting period, should your hours fall below the 240 minimum, unless you terminate employment with the named hotels and do not return to one of them within six months.**

#### FOR THE EMPLOYEE'S DEPENDENTS

1. Dependent Spouse
  - must be a legal spouse or a common-law spouse (including a person of the same gender) with whom you have lived and represented to the public as your husband or wife in a marriage-life relationship for a continuous period of at least 12 months.
2. Dependent Children
  - must be natural children, stepchildren, adopted children or foster children or legal ward (proof of legal guardianship is required).
  - must be under the age of 19
  - if your child is over 19 years of age and cannot support himself because he/she is physically or mentally disabled, coverage will be continued as long as this plan is in force and he/she is wholly dependent on you for support and maintenance.

The following persons may not be covered as dependents under this plan:

- (i) your – parents, grandparents, brothers, sisters, nieces, nephews
- (ii) any person not resident in Canada unless attending university in the United States
- (iii) any person on active duty in the armed forces of any country
- (iv) any person who is covered as a Participant under this Plan

*Special Restrictions for Dependent Life Insurance*

- (i) Dependent Life Insurance does not cover children under 14 days old or over 21 years old.

**COVERAGE DURING CERTAIN ABSENCES:**

**1. When You are Disabled (on Wage Loss Indemnity, EI disability or Workers' Compensation)**

You will continue to be credited with hours for your entire period of disability so that your coverage will continue in the same "Group" you were in when you became disabled.

This means you will be credited with hours while disabled only when you are receiving Workers' Compensation Benefits, EI disability or Wage Loss Replacement benefits from this Plan.

If you have received the full 30 weeks of Wage Loss Replacement benefits from this Plan and you do not return to work, you will change Groups until your hours over three consecutive months drop below 40, at which time all benefits will cease. You may apply for Waiver of Premium to have your Life Insurance benefits continued during your disability.

If you are in receipt of Workers' Compensation Wage Loss benefits you will be credited with the hours you would have worked throughout the period you are in receipt of WCB wage loss benefits. Your benefits coverage will be reinstated according to the hours requirements stated above.

**2. When You Are Laid Off**

Hours are not credited while you are on lay-off. However, your coverage will continue as long as the hours credited before your lay-off add up to 40 or more over three consecutive months. It is your responsibility to keep track of your hours. You **will not be advised when your coverage runs out, but you can check with the Plan Administrator if in doubt.**

Example: If you are laid off January 1st and have a claim that occurred on the 15th, we would count your hours for October, November and December. If you had 160 hours in each month, you would have a total of 480 hours and, therefore, still qualify for Group 1 benefits.

If you had a claim in February, we would count hours in

November (160), December (160) and January (0), for a total of 320; so you would qualify for Group 2 benefits.

If you had a claim in March and were still on lay-off, we would count December (160), January (0) and February (0), for a total of 160. You would qualify for Group 3 benefits.

**When you come back to work after lay-off, you will come back on the Plan when your hours over three consecutive months equal at least 240.**

**3. When You Are On Paid Vacation**

You will continue to be credited with hours based on the three months preceding the month of your vacation for your entire period of paid vacation so that your coverage will continue in the same “Group” you were in prior to your vacation. Qualified vacation is vacation to which you are entitled under the terms of the Collective Agreement.

**4. For Maternity/Parental Leave**

You will continue to be credited with hours based on the three months preceding the month of your maternity leave for the entire period of this leave, as defined in the Employment Standards Act of B.C. so that your coverage will continue in the same “Group” you were in prior to your leave. You must continue to make your contributions as stated in the Collective Agreement for the entire length of the leave.

**5. During Paid Union Leave**

You will continue to be credited with hours based on the three months preceding the month of your leave for your entire period of paid union leave so that your coverage will continue in the same “Group” you were in prior to your leave.

**6. During Leave of Absence to Attend Apprenticeship School**

You will continue to be credited with hours based on the three months preceding the month of your leave for your entire period of apprenticeship leave so that your coverage will continue in the same “Group” you were in prior to your leave.

**7. During Lay-Off**

You will not be credited with any hours during any period of lay-off. Your coverage will run out when your hours over three consecutive months no longer total 40.

## **8. During a Period of Suspension**

Your coverage will run out when your hours no longer total 40. You will be credited with hours you would have worked for any period of suspension for which you are “made whole”.

## **9. Other Non-Paid Leaves of Absence**

You will not be credited with any hours during any non-paid leave of absence (unless stated otherwise in the Collective Agreement). Your coverage will end in the month your hours over three consecutive months no longer total 40.

## **10. When You Return To Work After Leave of Absence**

You will come back on the Plan in the month you have accumulated at least 40 hours in three consecutive months.

## **IF YOU CHANGE EMPLOYMENT BETWEEN GVHEA HOTELS**

If you work for two GVHEA hotels or terminate from one GVHEA hotel and begin work at another within 3 weeks of termination, the calculation of your “Qualifying Hours” will be continuous. If you have completed the “9 months of eligibility” waiting period for Dental, you will not have to re-establish the waiting period.

## **AFTER YOU TERMINATE EMPLOYMENT**

There is no coverage after you terminate employment. With the exception of the Medical Services Plan of B.C. (MSP) and certain dental procedures, all coverage ceases on your date of termination. If you have a dental or extended medical claim that occurred after you terminated, it would not be paid. Claims should be submitted within three months of termination of employment to ensure payment is made.

Your Medical Services Plan of B.C. would remain in effect until the end of the month following the month in which you terminate, if you were covered before you terminated.

If you die, from accidental or natural causes, within 31 days of your date of termination, your Life Insurance benefit would be paid to your named beneficiary, providing you were covered in one of the eligible Groups when you terminated.

## **COST OF THIS PLAN**

Under the terms of your Collective Agreement, you are required to contribute to this Plan for each hour worked (whether or not you qualify for benefits). You are also required to contribute while on maternity/parental leave of absence in order to have your coverage continued throughout your maternity/ parental leave.

Premiums paid by the Plan on your behalf for Life Insurance, Dependent Life and the **BC** Medical Services Plan are considered Taxable Income and will be reported as such on your **T-4**.



# LIFE INSURANCE PLAN DETAILS

## LIFE INSURANCE (for Employees)

### *Amount of Coverage*

Group 1	Group 2	Group 3	Group 4
\$15,000	\$10,000	\$5,000	\$5,000

If you die, from any cause, while you are a participant, benefits will be paid to the beneficiary you have named on your Enrollment Card.

**No benefit is paid if you die after age 70.**

### *Conversion Privilege*

If your coverage terminates, either because you have terminated employment with one of the GVHEA hotels or because your “hours have run out“, you may convert up to 100% (50% if you are over age 65) of your terminated Life Insurance benefit to an individual policy of Life Insurance available from the Insurance Company.

Individual policy means:

- permanent insurance under any regular plan then being issued by the Insurance Company;
- 1-year convertible term insurance (if you are under age 65); or
- term insurance to age 65.

You must apply in writing and pay the first premium within 31 days of the termination of coverage. The cost of this insurance is paid by you at Insurance Company rates for your age and class of risk at the time of conversion. No medical examination or health questionnaire will be required. See your Human Resources Department for details.

### *Continuation of Coverage During Disability*

If you become **Totally and Permanently Disabled** prior to age 60 and remain so for the next 15 weeks, you may apply to have your life insurance coverage continued for the duration of your disability (up to age 65). **Totally and Permanently Disabled** means that, solely because of an illness or injury, you are unable to work at any occupation for which you are or may become fitted by education, training or experience. It is **your responsibility** to apply for this “Waiver of Premium for Disability” benefit and

provide the proof of continuing disability required from time-to-time by the Insurance Company. This should be done immediately after your Wage Loss Benefits cease or when you have been disabled 30 weeks. See your Human Resources Department for details.

*Extension of Benefit*

If you die within 31 days of the date your Life Insurance terminates, the amount that could have been converted will be paid to your named beneficiary as a death benefit even if you did not apply for conversion.

## LIFE INSURANCE FOR YOUR DEPENDENTS

### *Amount of Coverage*

	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>	<b>Group 4</b>
Spouse	\$1,000	\$500	Not	Not
Each Dependent Child	500	250	Covered	Covered

If one of your dependents dies while you qualify for Group 1 or Group 2 benefits, you will be paid the above amount of coverage.

You will be required to complete the Death Benefit Claim form and provide the required Proof of Death.

Dependent Life Insurance terminates when your Life Insurance terminates.

**No benefit is payable for death of a spouse who dies after age 70.**

### *Continuation of Coverage During Disability*

If premium has been continued as described under the “Continuation of Coverage During Disability” provision in the section titled Life Insurance Plan Details, your Dependent Life Insurance will also be continued.

### *Conversion Privilege*

If you terminate your employment or cease to be covered, you may convert 100% (50% after the spouse’s 65th birthday) of the Dependent Life Insurance on your spouse to a plan offered by the Insurance Company for your spouse without medical evidence or health questionnaire. Premium rates will be based on your spouse’s age and class of risk at the time of conversion. This conversion privilege does not apply to the Life Insurance on your children.

### *Extension of Benefit*

If your spouse dies within 31 days of the date Dependent Life Insurance terminates, the amount that could have been converted will be paid to you as a death benefit even if no application for conversion was made.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>	<b>Group 4</b>
<i>Amount of Coverage</i>	\$10,000	\$7,000	\$5,000	\$5,000

If you die as the result of an accident, this benefit will be paid to your named beneficiary in addition to your Life Insurance benefit.

If you suffer one of the following “losses”, a portion of your AD&D Insurance benefit will be paid to you:

	<b>% Paid</b>
<b>For Loss of:</b>	
Quadriplegia (total paralysis of both upper and lower limbs) . . .	200%
Paraplegia (total paralysis of both lower limbs) . . . . .	200%
Hemiplegia (total paralysis of upper and lower limbs of one side of the body) . . . . .	200%
Life . . . . .	100%
Bothhands . . . . .	100%
Both feet . . . . .	100%
Sight of both eyes . . . . .	100%
One hand and one foot . . . . .	100%
One hand and the entire sight of one eye . . . . .	100%
One foot and the entire sight of one eye . . . . .	100%
Both arms . . . . .	100%
Both legs . . . . .	100%
Speech and Hearing . . . . .	100%
One arm . . . . .	75%
One hand . . . . .	66⅔%
One foot . . . . .	66⅔%
Entire sight of one eye . . . . .	66⅔%
Speech, or hearing of both ears . . . . .	66⅔%
Thumb and index finger or 4 fingers of one hand . . . . .	33⅓%
Hearing in one ear . . . . .	16⅔%
Five toes of one foot . . . . .	12½%
<b>Loss or Loss of Use of:</b>	
One arm and one leg . . . . .	100%
One arm . . . . .	75%
One leg . . . . .	75%
One hand or foot . . . . .	66⅔%

If you suffer more than one of the above losses as a result of the same accident, not more than 100% of the amount for which you are insured will be paid.

Loss as above used with reference to:

- **quadriplegia**, paraplegia, and **hemiplegia** means the complete and irreversible paralysis of such limbs;
- hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- arm or leg means complete severance through or above the elbow or knee joint;
- thumb or finger means complete severance through or above the first **phalange**;
- toes means complete severance of both phalanges of all the toes of one foot;
- eye means the irrecoverable loss of the entire sight thereof;
- speech means complete and irrecoverable loss of the ability to utter intelligible sounds; and
- hearing means complete and irrecoverable loss of hearing in both ears.

Loss of use as above used means the total and irrecoverable loss of use provided the loss is continuous for 12 consecutive months and such loss is determined to be permanent.

### **Exposure and Disappearance**

Loss due to exposure will be deemed to be accidental if the exposure was a direct result of an accident.

If an insured participant disappears as a direct result of the accidental disappearance, wrecking or sinking of the conveyance in which he was an occupant; provided, there is no evidence within 1 year thereafter that the insured participant is still alive.

### **Repatriation Benefit**

When injuries result in loss of life of an insured participant more than 200km from such participant's permanent city or town of residence and for which the death benefit is payable, payment will be made for the actual expenses incurred, but not more than \$10,000, for preparing the

deceased for burial and shipment of the body to the city or town of residence.

### **Transportation of A Family Member**

If a participant is confined in a hospital as a result of an accident for which a benefit may be payable while the participant is more than 200 km from his permanent place of residence and the attending physician recommends the personal attendance of a member of the immediate family, an amount equal to the actual expenses incurred, but not more than \$10,000, will be paid for round-trip transportation by the most direct route by a licensed common carrier for one Immediate Family Member to the participant.

Immediate Family Member means the participant's spouse (or common-law spouse), or a parent, grandparent, child over age 18, brother or sister.

### **Rehabilitation Benefit**

If a benefit, other than a benefit for loss of life, becomes payable, an additional benefit equal to the reasonable and necessary expenses actually incurred up to a limit of \$10,000 will be paid for the participant's special training, provided:

- such training is required because of the injuries sustained in the accident and in order for the participant to be qualified to engage in an occupation in which he would not have been engaged except for such injuries;
- expenses are incurred within two years from the date of the accident; and

No payment will be made for ordinary living, travelling or clothing expenses.

### **Seat Belt Benefit**

If a participant while insured is a passenger or driver of a private passenger type automobile and is involved in an accident for which a benefit is payable under this contract, the benefit will be increased by 10% if the participant was wearing a seat belt properly fastened. Verification of actual use of the seat belt must be part of the official report of the accident or certified by the investigating police officer.

### **Day Care Benefit**

If the death benefit becomes payable for the accidental loss of life of an

insured participant Aetna Life ~~will~~ pay the lesser of the following amounts for each dependent child who is under age 13 and is currently enrolled or becomes enrolled in an accredited day care centre within 90 days following the participant's death:

- the actual charges made by such day care centre per year with respect to such child;
- 3% of the death benefit;
- \$5,000 per year.

Such amount will be payable annually for a maximum of four consecutive annual payments while child continues to be enrolled in an accredited day care centre and under age 13.

### **Home Alteration and Vehicle Modification Benefit**

If a benefit, other than a benefit for loss of life, becomes payable and the participant is subsequently required to use a wheelchair to be ambulatory due to the same cause for which the benefit became payable, upon presentation of proof of payment, Aetna Life will pay:

- the one-time cost of alterations to the participant's residence, to make it wheelchair accessible and habitable, if carried out by an experienced individual in such alterations and recommended by a recognized organization providing support and assistance to wheelchair users; and
- the one-time cost of modifications necessary to a motor vehicle owned by the participant, to make the vehicle accessible or drivable for the participant, if carried out by an experienced individual in such matters and modifications are approved by the Provincial vehicle licensing authorities;

up to a combined maximum of \$10,000, provided these are made on the participant's behalf.

Benefits for loss of life are payable to the Beneficiary you name on your Enrollment Card. Benefits for other losses are payable to you.

#### *This Benefit Does **Not** Cover: (Limitations)*

No amount will be paid for a loss which results from or is contributed to by:

- war, whether declared or not;
- suicide or attempt thereat, while sane or insane;

- self-inflicted injury, while sane or insane;
- active full-time service in the armed forces of any country;
- travelling or flying in, or descending from, any kind of aircraft, as a pilot, operator or member of the crew. However, insurance will include injury sustained while the participant is riding as a passenger with no duties whatsoever, in or on, boarding or alighting from any aircraft having a current and valid air worthiness certificate, or from any transport type aircraft operated by the transport command of the Canadian Armed Forces Air Transport Command or by the similar Transport Service of any country but excluding while flying in any aircraft owned or operated by the employer.

### **PROVINCIAL MEDICAL SERVICES PLAN (MSP) COVERAGE**

The MSP plan provides only basic medical coverage which is available to residents of British Columbia.

*Eligibility (as determined by the Medical Services Plan of B.C.)*

The Medical and Health care Services Act defines a resident as a person who:

- (a) is a citizen of Canada or is lawfully admitted to Canada for permanent residence,
- (b) makes his or her home in British Columbia, and
- (c) is physically present in British Columbia at least six months in a calendar year,

and includes a person who is deemed under the regulations to be a resident but does not include a tourist or visitor to BC.

In order for the Plan to pay the premium required for this benefit, you must have met the “Qualifying Hours” requirements for either Group 1, Group 2 or Group 3.

*Note:* \*Eligibility for MSP coverage is determined by the B. C. Medical Plan. You will be required to provide proof of Canadian citizenship or up-to-date immigration documents for each of your family members. You will also be required proof on-going proof of an over-age dependent’s attendance at school.

- There will be a three month waiting period for all new residents to the province.



- This Plan will not pay **MSP** premiums if you are covered as an employee or dependent of another plan that pays the premium (eg. Your spouse’s employer, Social Services, etc.).

*Benefits under the Plan*

- Medically required services of a physician for diagnosis and treatment of illness or injury
- Services of certified specialist where referred by a family physician
- Obstetrical care or specialist with proper referral
- Administration of anaesthetics
- Diagnostic x-ray and laboratory services
- Dental surgery when performed in a hospital
- Chiropractic, osteopath, massage, naturopathic, and physiotherapy services (12 treatments maximum per year if under age 65; 15 treatments for age 65 and over)
- Diagnostic optometric services (one exam every 2 years for persons age 16 to 64)
- Podiatry including Chiropodist services which is medically necessary and orthodontic service for cleft palate.

*Other Agencies Health Related Benefits*

- B.C. Hospital Act - (Public Ward Accommodation)
- **Pharmacare** - prescription drugs (\$800 deductible, 70% co-insurance, reference-based pricing)
- Ambulance service provided by Emergency Health Services Commission.

*Cost of the **MSP** Plan (if you do not qualify for the Health Care Plan)*

If you do not meet the “Qualifying Hours” requirement, you can purchase individual coverage from **MSP**. The rates as of the date of this booklet printing are:

Single	\$36.00/month
Couple	\$64.00/month
Family	\$72.00/month

Your Human Resources Office may have a supply, or you can telephone the MSP office at 669-4211.

If your total family income is less than \$20,000.00 in a year, you may be eligible for a premium reduction. Applications for this premium reduction are available in the Human Resources Office.

*Special Note re MSP:*

**If** you do not have enough hours to qualify for premium payment under this plan (**ie**, at least **190** hours in the three months preceding the month **of** coverage), you must maintain personal coverage **for** you and your family.

**If** you do not maintain coverage, not only will you and your family not have any medical insurance, **MSP** will not backdate coverage when you again become eligible **for** premium payment under this plan.

**BRITISH COLUMBIA PHARMACARE PLAN**

This government-sponsored plan helps you with the cost of prescription drugs. After satisfying a deductible, this Plan pays 70% of eligible prescription drugs. Eligible prescription drugs may include the lowest cost alternative to the drug your doctor prescribes. Your pharmacist will advise you of the low cost alternative and you will have the choice of the low cost alternative or the higher cost brand name drug. If you select the higher cost drug, Pharmacare will pay the lower cost drug and you must submit a claim for the difference to the GVHEA-Local 40 Health Care Plan for reimbursement, if you qualify. The GVHEA - Local 40 Health Care Extended Medical Benefits pays covered expenses not paid by B.C. Pharmacare, providing you qualify.

- (i) Annual Pharmacare Deductible (per family) \$800
- (ii) Co-insurance Paid by Pharmacare 70%  
(after \$2,000 has been paid by you or your GVHEA Plan, Pharmacare pays at 100%)
- (iii) Amount Paid by GVHEA – Local 40 Health Care Plan:  
100% of Pharmacare Deductible  
100% of Co-insurance not paid by B.C. Pharmacare

**Example**

If you had \$1,000 in prescription drug expenses:

- 1. The GVHEA - Local 40 Health Care Plan would pay
  - (i) 100% of \$800 = \$800
  - (ii) plus 100% of the 30% not paid by  
Pharmacare = 60  
\$860

- 2. B.C. Pharmacare would pay
  - \$1,000
  - 800
  - \$200\* x 70% = \$140

\*assuming all \$200 in expenses met Pharmacare's reference-based, low cost alternative price list. If it did not, the GVHEA-Local 40 Plan would pick up more. NB: The BC Pharmacare plan also has a cap on the dispensing fee.

**Effective September 1, 1995, all BC Pharmacists were required to be "on-line" to the Pharmanet system. This will enable BC Pharmacare to adjudicate claims automatically so that once you have reached the deductible, you will be charged only the amount not paid by Pharmacare. Pharmacare Claims will be processed electronically so that you will not have send your receipts to them each year.**

**You will have to submit original receipts to this plan in order to claim benefits. These receipts will no longer be returned by the insurance company. You will be able to use your Explanation of Benefits for income tax purposes if required.**

## DISABILITY BENEFIT (WAGE LOSS BENEFITS)

### *Amount of Coverage*

#### **Groups 1 & 2**

75% of weekly earnings to current maximum payable of \$448/week

#### **Groups 3 & 4**

Not Covered

### *When Benefits Start*

If you are disabled because of an accident, benefits begin immediately **(1st day)**.

If you are disabled because of illness, benefit payments begin on the **4th day**.

If you are admitted to hospital, benefits begin immediately **(1st day)**.

In all cases, benefits are not paid on days that would have been your "day off".

**In all cases, you must be under the care of a physician (M.D.). The calculation of the benefit period does not begin until you have seen a doctor or completed the waiting period, whichever is later.**

### *Wage Loss Benefit Payment Periods*

1. From Health Care Plan  
A maximum 15 week period at 75% of weekly earnings to current maximum payable of \$448/wk.
2. From Employment Insurance (EI).  
Your maximum EI entitlement or 15 weeks, whichever is shorter, and
3. From Health Care Plan  
A further maximum 15 week period payable at the rate of the initial 15 week payment period (75% to weekly maximum of \$448).

### *When do benefit payments end?*

Benefit payments will end on the earlier of:

- the date your disability ends and you return to work
- the date you are no longer under the care of a doctor

- the date that is **45** weeks from the day you were disabled (or, in the case of sickness, from the end of the 3 day waiting period)

The 45 weeks will be reduced by any weeks or part weeks denied due to late filing of your claim.

*Exclusions and Limitations*

In cases of sickness or injury, wage loss benefits will not be paid to any participant:

- who does not have the qualifying hours;
- who is not under the care of a licensed physician;
- whose illness or injury is covered by workers' compensation, the Canada Pension Plan or the Quebec Pension Plan;
- whose illness or injury is intentionally self-inflicted;
- whose illness or injury results from war, participation in a riot or disorderly conduct;
- while on leave of absence or on paid vacation;
- whose illness or injury results from committing a criminal offence;
- who is disabled by drugs or alcoholism, unless you are receiving continuous treatment for that disability by a physician in an approved program;
- who is not receiving accepted standard professional treatment for the condition being treated and where appropriate, treatment by a relevant and certified specialist;
- when you are pregnant:
  - for any week or period for which you are eligible, or would have been eligible if you had applied, to collect Employment and Immigration Canada Maternity Benefits;
- who leaves Canada;
- who engages in **any** work for which you are paid, either in your hotel or for any other employer in which you did not engage immediately prior to the start of the disability;
- for any period of lay-off for which you received written notice prior to the date you became totally disabled. However, if, at the scheduled

date of layoff, you have been receiving wage loss benefits for 2 months or more, your benefits will continue until the date of recovery or 30 weeks from the date of disability, whichever is earlier;

- for any period for which you are claiming compensation as set out in **Participant's Obligation to Reimburse the Plan;**
- who has plastic surgery solely for cosmetic purposes, except where attributable to illness or injury;

**Note - Retroactive benefits will not be paid for the period that is more than 4 weeks before the date your hotel received the claim. For example, if you are off 6 weeks and you wait until you return to work before submitting your claim, you will only be paid for 4 weeks instead of 6 weeks.**

**Also, if you do not return your supplementary medical evidence to your hotel within 4 weeks of its being requested, your retroactive benefits will not be paid for the period since your last payment that is more than 4 weeks before the date your hotel received the supplementary medical report.**

*How the Amount **of** Coverage is Calculated*

The benefit amount is **75% of your average weekly earnings** that you were paid in the three consecutive calendar months immediately preceding the month you were disabled, including bonus and overtime pay, to a maximum specified above.

If you were on paid vacation during this three month period, the calculation will include the earnings paid to you during this period.

If you are disabled for a part of a week, the daily amount of benefit is calculated at 1/5 of the weekly rate (eg. If the weekly benefit amount is \$400, the daily rate will be \$400 divided by 5 or \$80/day).

**You are not paid for days off and your regular days off are not counted in the calculation of the 3 day waiting period for disability due to illness.**

This amount will be reduced by income you receive from:

1. any other group disability benefits;
2. retirement benefits provided by an employer and/or the government;
3. other benefits payable under any government disability plan;

4. benefits payable under any Workers' Compensation Act;
5. income replacement paid to you under a government plan of automobile insurance (eg. ICBC);
6. earnings recovered through a legally enforceable cause of action against some other person or corporation in accordance with provisions under Participant's Obligation to Reimburse the Plan.

#### *Recurrent Disabilities*

A new Waiting Period and Benefit Period will start if you return to active full-time work for:

- a period of 2 weeks before you again become disabled because of the same or a related cause; or
- One full day before you again become disabled because of a different or an unrelated cause.

#### **Examples**

1. You are disabled because of a broken leg and collect 8 weeks of benefit before returning to work. You are back to work one week and have to go off again for the same reason (the leg has not healed yet):
  - you would be eligible to collect 22 more weeks of disability, if you were totally disabled for that amount of time.
2. You are disabled for pneumonia and collect 4 weeks of benefit before returning to work. You come back to work for one week and break your leg in an accident (off the job):
  - the broken leg would be considered an unrelated cause and you would be eligible for full (30 weeks) benefits again.
3. If you are disabled for pneumonia and collect 4 weeks of benefit, however before you return to work you are disabled with a broken leg, you would be eligible to receive the remaining 26 weeks of disability because you did not return to work for one full day before becoming disabled by the unrelated cause.

*Participant's Obligation to Reimburse the Plan*

**In every case where a Participant claims in the form of monetary compensation payments made for wage loss from the Workers' Compensation Board or the Insurance Corporation of B.C. (or similar agents or legislative bodies in other provinces) or any other third party, then the Participant shall not be entitled to the payment of benefits. However, money may be advanced as a loan in an amount equal to that which would otherwise be paid as benefits. This loan is to be repaid by the Participant in the event he recovers such compensation. This loan will not include legal fees incurred by the Participant in the course of recovery of compensation from a third party.**

**Where the Participant makes such a claim, he shall:**

- (i) Complete and sign the Third Party Liability Reimbursement Agreement/Direction provided by the Trustees and, if applicable, the Assignment of benefits Agreement;**
- (ii) Notify his legal counsel, if any, and the third party's insurer of the Plan's subrogation interest.**
- (iii) As soon as he becomes aware that there is a settlement for monetary compensation, provide to the Trustees full particulars of the settlement and co-operate with and assist the Trustees to obtain any and all information and documents with respect to the settlement which they may require;**
- (iv) Promptly pay to the Trustees the lesser of the amount or amounts loaned to him under the Plan or the full amount recovered by the Participant in settlement of the third party claim.**

**It shall be the duty and obligation of a Participant whose disability or loss is caused by or attributable to any act or omission by the Workers' Compensation Board or I.C.B.C. or any other third party to do everything necessary to make a claim to effect a settlement.**

**If, after a request by the Trustees that he do so, such Participant shall decline or refuse to do anything which, in the opinion of the Trustees, is necessary to make a claim to effect a settlement and the Trustees are advised by legal counsel that such Participant has a valid claim, then the Trustees shall be entitled to do any such thing in the name of the Participant to make a claim to effect a settlement.**



## EXTENDED MEDICAL BENEFITS (Groups 1 & 2 only)

Amount Paid by Plan	100% of covered expenses
Overall Maximum	In Canada – unlimited*
	Outside Canada – \$1,000,000 per person per lifetime

\* Certain expenses described below have annual maximums - Refer to Summary of the Plan for details.

### *Covered Expenses*

The Plan will pay **one hundred percent (100%)** of the charges for the following eligible services (if ordered by a physician) for Group 1 and Group 2 Participants. Individual maximums may apply to certain benefits as determined from time to time by the Trustees.

- (a) charges for drugs, including oral contraceptives but excluding fertility drugs, prescribed by a licensed doctor (MD) or licensed dentist and dispensed by a registered pharmacist that, regardless of their legal status are not normally obtainable except by a prescription from a licensed doctor (MD) or licensed dentist (limited to a 3-month supply at any one time);

Prescription drugs for Smoking cessation products are paid at 50% to a lifetime maximum payment of \$150 per covered person.

- (b) intra-uterine devices and diaphragms prescribed by a medical doctor(MD);
- (c) charges for room and board in a hospital in Canada, including regular daily services and supplies furnished by the hospital on a semi-private room basis. If the hospital does not have semi-private rooms, the charge will be limited to 80% of the lowest daily rate for a private room in that hospital;
- (d) licensed ground ambulance when used to transport the Participant or his/her Insured Dependent;
- from the place where the Participant or his eligible Dependent suffers bodily injury, illness or disease to the nearest hospital where adequate treatment is available, or
  - from one hospital to another hospital, for specialized medical treatment not available at the first hospital, or from a hospital to a convalescent hospital, or

- from a hospital to the Participant’s residence;
- (e) private duty professional nursing services by a registered graduate nurse, licensed practical nurse, registered nursing assistant where ordered by a doctor as medically necessary for a disability that requires the specialized training of an RN, LPN or RNA other than a someone living in the same house as the patient. (See Summary of the Plan for maximum payable);
- (f) the following orthopedic supplies prescribed by a medical doctor up to the maximums specified in the Summary of the Plan:
  - (i) arch supports, Dennis Browne Splints, lifts and wedges, or custom made orthotic devices required for everyday use (but not for sports) when recommended by a licensed doctor (MD);
  - (ii) Orthopedic shoes custom made for the covered person or orthopedic shoes that have been custom adjusted for the covered person and purchased through a orthopedic shoe supplier upon the recommendation of a medical doctor. (Off-the-shelf orthopedic shoes are not covered)
- (g) services of the following health care practitioners up to the maximums specified in the Summary of the Plan;
  - (i) Chiropractor, Naturopath, Podiatrist, Chiropodist or Osteopath
  - (ii) Psychologist\*
  - (iii) Physiotherapist, other than a close relative or someone living in the same house as the patient
  - (iv) Speech Therapist\*
  - (v) Masseur or Massage therapist\*
  - (vi) Acupuncturist\*
  - (vii) Dietitian, medically necessary and recommended by a physician\*

\* These services require a referral by a medical doctor.

In all cases, the medical practitioner cannot be a close relative or reside in the same house as the patient.

**NB:** No amount will be paid for any visits for which any amount is payable under the Medical Services Plan nor will any amount be paid for the user fee.

- (h) the following other services and supplies:
  - (i) diagnostic x-ray and laboratory examinations;

- (ii) surgical dressings;
  - (iii) blood and blood plasma;
  - (iv) artificial limbs, larynx and eyes;
  - (v) electronic heart pacemaker;
  - (vi) plaster casts, splints, trusses, braces and crutches;
  - (vii) rental or, at the option of the Trustees on the advice of the Claims Adjudicator, purchase of wheelchair, hospital bed or iron lung;
  - (viii) treatment by x-ray, radium or other radioactive substances;
  - (ix) oxygen and rental of equipment for its administration, except where charges for these items are included in any hospital charge;
  - (x) diabetic and colostomy supplies;
  - (xi) support hose prescribed by a physician for treatment of a medical condition to a maximum of 2 pair per calendar year;
  - (xii) wigs for cancer patients undergoing chemotherapy, up to a lifetime maximum of \$150 per person;
  - (xiii) hearing aids (excluding batteries), when recommended by an otolaryngologist, up to a benefit maximum of \$750 per 5 year period, effective January 1, 2001.
- (i) vaccinations and immunizations for the preventive treatment of communicable diseases;
  - (j) Expenses Incurred While Out-of-Canada

Charges for the following items incurred while out of Canada will be paid provided the expense is prescribed by a doctor and a portion is paid by the BC Medical Services Plan:

- (i) Services for emergency treatment of a bodily injury or disease which occurred while the Participant or his Dependent was travelling outside Canada which require:
  - public ward accommodation and auxiliary hospital services in a hospital, and
  - services of a doctor; and
  - drugs which may only be dispensed upon the prescription of a doctor or a dentist.

The eligible expenses will be equivalent to the charge made in the area where the expenses are incurred less any charge covered by any government plan subject to the lifetime maximum.

*Emergency Travel Assistance* **Benefit**

If you are covered for Extended Medical Benefits, you are eligible for the plan's Emergency Travel Assistance benefit. Please contact the plan administrator for information on how to access this service when you are out of the country. It is strongly recommended that you contact the service provider (World Access) in the event that you are hospitalized while outside of Canada.

You can obtain a brochure describing this service from the Human Resources Department.

## VISION CARE BENEFITS

The following Vision Care benefits apply only to Group 1 Participants and their Dependents, if prescribed by a licensed ophthalmologist or optometrist:

### Visioncare (Group 1 only)

- (a) One set of new lenses, including contact lenses selected in place of spectacle lenses, not more frequently than once in 24 months, or in 12 months in the case of individuals under 19 years of age, to the following limits:
- |                      |         |
|----------------------|---------|
| single vision lenses | – \$100 |
| bifocal lenses       | – \$120 |
| trifocal lenses      | – \$140 |
- (b) Up to \$250 during the lifetime of the Participant and their qualified Dependents for one set of contact lenses prescribed by an Ophthalmologist or Optometrist for:
- correction of corneal astigmatism, severe corneal scarring keratoconus, conical cornea or aphakia, and
  - when visual acuity in the better eye cannot be improved to at least the 20/40 level by glasses.

No benefits will be paid for frames or the replacement of lost, stolen or broken lenses or frames, duplicate or spare eyeglasses, nor for sunglasses nor tinted glasses with a tint other than Number 1, nor for eye examinations required as a condition of employment.

### *Definitions With Respect to These Extended Medical and Vision Care Benefits:*

- (a) “Close Relative” means brother, sister, parent or child or such in-law of a Participant or of his Spouse.
- (b) “Hospital” is a place that:
- chiefly provides inpatient medical care of the injured, sick or chronically ill;
  - has a staff of licensed doctors (M.D.) and 24-hour nursing care by registered nurses (R.N.); and
  - is approved as a hospital for payment of the ward rate under the Provincial Health Plan.

*No **Benefits** Will be Paid in Connection With:*

- (a) charges for:
  - (i) remedying a condition by means of cosmetic surgery, unless such condition is the result of accidental injuries sustained while the person is eligible for benefits,
  - (ii) illness due to war, whether declared or undeclared, including resistance to armed aggression, or
  - (iii) telephone consultations made by a physician with respect to a person's sickness or injury;
- (b) charges incurred for examinations to determine the need for, or the proper adjustment of, hearing aids;
- (c) no benefit will be paid in respect of any charge for a service or supply:
  - (i) furnished by or on behalf of any government, unless payment of the charge is legally required,
  - (ii) to the extent to which any benefit is provided by any law, governmental program, or regulation of Canada or of any of its Provinces, under which the individual is eligible to be covered,
  - (iii) to any extent that group insurance benefits are prohibited in connection with such charge,
  - (iv) not reasonably necessary for the medical care of the patient's sickness, injury, or condition,
  - (v) for check-ups (including screening, routine physical examinations, and research studies) not reasonably necessary to the treatment of a sickness or injury,
  - (vi) or in excess of the reasonable and customary charge for the Area in which the charge was incurred. Provided, however, that where a charge is prescribed under the Medical Services Plan of British Columbia, such charge shall be deemed conclusively to be the reasonable and customary charge for such service or supply,
  - (vii) covered expenses incurred outside Canada, unless required for EMERGENCY treatment. Benefits will be limited to the reasonable and customary charges for the area in which they are incurred, decreased by the amount that is paid or would have been paid by the Medical Services Plan of British Columbia,
  - (viii) for physicians' services or x-ray examinations in connection with mouth conditions due to periodontal or periapical dis-

ease, or involving any of the teeth, their surrounding tissue or structure, the alveolar process, or the gingival tissue, UNLESS the charges are in connection with the treatment or removal of malignant tumours which, except for this clause, would be covered under the coverage,

- (ix) for physicians' services in connection with eye refraction or any other examination to determine the need for or the proper adjustment of eyeglasses,
- (x) for the user fee amount charged by certain practitioners and not paid by the B.C. Medical Services Plan.
- (xi) for physicians' services in connection with weak, strained or flat feet, any instability or imbalance of the foot, or any metatarsalgia or bunion, UNLESS the charges are for an open cutting operation, which, except for this clause, would be covered under the coverage,
- (xii) for physicians' services in connection with corns, calluses, or toenails, UNLESS the charges are for the following service, which, except for this clause, would be covered under the coverage: the partial or complete removal of nail roots, or services reasonably necessary for the treatment of a metabolic or peripheral-vascular disease,

## DENTAL BENEFITS (Groups 1 & 2 only)

### NOTE:

**It is advisable that you and your dependents show your dentist(s) this booklet at the time of your first visit to ensure there is no misunderstanding regarding your coverage.**

### Eligibility

**You** and your dependents do not qualify for these benefits until you have been eligible for coverage in the GVHEA – Local 40 Health Care Plan for 9 consecutive months.

	<b>Group 1</b>	<b>Group 2</b>
<b>Co-Insurance</b> (Amount paid by Plan)		
– Routine Services	90%	60%
– Major Services	80%	not covered
– Orthodontics (Jan. 1, 2001)	50%	not covered
<b>Annual Max Pmt</b>		
Individual	\$2,100	\$2,100
Family	\$2,400	\$2,400
Aggregate	\$4,000	\$4,000
Dental Fee Guide	current	current
<b>Pre-Authorization Recommended</b>		
– Routine Services	over \$500	over \$500
– Major Services	ALL work	not covered
– Orthodontia	ALL work	

### Benefit Year

The benefit year is January 1 to December 31.

### Expenses Covered by the Plan:

**ROUTINE SERVICES**  
(Paid at 90% for Group 1 and 60% for Group 2)

### Diagnostic Services

- Clinical Exams;



- Standard oral examination of a new patient (once every three years);
- Recall Examinations (not exceeding 2 per year for dependent children under age 19; or one per calendar year for all other participants);
- Emergency Oral Examination or Specific Oral Examination.
- X-Rays
  - bitewing, not more than once every 6 months (one to four films)
  - Panoramic film (not more than once every 3 years)
- Laboratory Examinations

### **Preventive Services**

- Dental Prophylaxis (Scaling & Polishing limited to once every 6 months)
- Topical Fluoride Treatment (limited to two treatments per year for children under age 19 and one treatment per year for Participants and Dependents age 19 or over)
- Pit and fissure adhesive sealants (limited to dependent children up to 19th birthday only and to one treatment every two years in same tooth)
- Prefabricated full coverage restoration for primary teeth for children under 19 years only, including stainless steel crowns for baby teeth that have several cavities which would otherwise require tilling or which are non-restorable using normal restorative dental material

### **Restorative Services**

- Amalgam Restorations
- Acrylic, Composite and Silicate Restorations when done without etch and bond technique.

### **Endodontics**

- Endodontic Treatment including root canal therapy

### **Periodontics**

- Periodontal scaling, root planing or equilibration (limited to 10 units per year for all procedures combined).

- Periodontic treatment for disease of the bones and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards.

#### **Removable Prosthetics**

- Denture Repairs, Relining and Rebasing
- Repair, resurfacing or recementing of crowns, inlays, onlays or Bridges

#### **Oral Surgery**

- Oral Surgery, including excision of impacted wisdom teeth;

#### **Other Services**

- Anaesthesia (used in conjunction with oral surgery, periodontal surgery and fractures and dislocations) but not the facilities fees associated with the provision of anaesthesia.
- Conscious Sedation – the use of systemic drugs to produce a calm, relaxed and comfortable patient without the loss of consciousness.
- Adjunctive General Services
- Professional Consultation

### **MAJOR SERVICES**

**(Paid at 80% Group 1 only. Not Covered for Group 2, 3 & 4 Participants.)**

#### **Crowns and Bridgework**

- inlays, onlays, gold fillings and crowns
- first installation of fixed bridgework, including crowns to form abutments, to replace 1 or more natural teeth extracted while a member of this plan
- replacement of existing bridgework, but only if it was installed at least 5 years before and cannot be made serviceable
- addition of teeth to an existing bridgework, if required to replace 1 or more natural teeth extracted while a member of this plan

#### **Dentures**

- first installation, including adjustments, of partial permanent or full

temporary or permanent removable dentures to replace 1 or more natural teeth extracted while a member of this plan;

- denture adjustments that occur more than 3 months after installation;
- replacement of an existing partial or full removable denture, if it:
  - was installed at least 5 years before and cannot be made serviceable; or
  - is a temporary full denture which replaces 1 or more natural teeth extracted while a plan member and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed.

The replacement of an existing appliance by another of its kind (fixed bridge-work, removable partial or complete dentures) only under one of the circumstances set out below:

- (i) if necessitated by the extraction of additional natural teeth while insured under this Plan;
- (ii) if the existing appliance is at least five years old and cannot be made serviceable;
- (iii) if the existing appliance is temporary and is replaced with a permanent bridge or denture and takes place within 12 months of when the temporary appliance was installed.

#### **ORTHODONTIC SERVICES (Effective January 1, 2001)**

Payments in respect of **Orthodontic dental services** are applicable only for eligible members or dependents 19 years of age or younger at the time of treatment approval and are then subject to a co-insurance level of 50% to a lifetime maximum payment of \$1,500.

#### **OTHER DENTAL PRACTITIONERS**

Dental care, services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- installation, adjustment, repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practicing within the scope of his/her license.

## **ALTERNATIVE SERVICES**

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

## **PRE-DETERMINATION OF BENEFITS**

If charges for a planned course of treatment by a licensed dentist would exceed \$500, proposed details and x-rays should be submitted to the Claims Adjudicator for approval. Dental x-rays will be promptly returned to the dentist.

Course of treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

**NB: You must have enough hours to qualify for coverage on the date the service is performed, even if a pre-determination approval has been done earlier.**

## **DENTAL EXPENSES THAT ARE NOT COVERED**

The Plan will not pay charges for:

- (a) the replacement of teeth that were missing prior to the claimant's eligibility for this dental care benefit unless additional natural teeth are extracted while insured under this Plan;
- (b) anything not furnished by a dentist, licensed, dental hygienist or dental mechanic except x-rays ordered by a dentist; anything not necessary or not customarily provided for dental care;
- (c) services (i) furnished by or for any government unless payment is legally required; or (ii) to the extent provided under any government program or law under which the individual is, or could be, covered;
- (d) services due to an accident related to employment or disease covered under workers' compensation or similar law;
- (e) any portion of a charge for a service in excess of the Fee Schedule of the Association of Dental Surgeons of British Columbia approved by the Board of Trustees;
- (f) cosmetic surgery or treatment unless such surgery or treatment is for

accidental injuries and commenced within 90 days of an accident which occurred while covered; facings on molar crowns or pontics are always considered cosmetic;

- (g) the replacement of an existing appliance (fixed bridgework, removable partial or complete dentures) which has been lost, mislaid, or stolen;
- (h) replacement of dentures within 5 years of last receiving the service;
- (i) oral hygiene instructions;
- (j) self-inflicted injuries or illness;
- (k) examinations required for use of a third party;
- (l) charges levied by a physician or dentist for his time spent travelling, broken appointments, his transportation costs or for advice given by him by telephone or other means of telecommunication;
- (m) injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or a riot except when individual is performing his normal duties;
- (n) an appliance, or modification of one, where an impression was made before the patient was covered; a crown, bridge or gold restoration for which the tooth was prepared before the patient was covered; root canal therapy if the pulp chamber was opened before the patient was covered;
- (o) appliances or restoration for the purpose of splinting, or to increase vertical dimension or restore occlusion;
- (p) dental injuries incurred while working for another Employer or on a freelance basis;
- (q) dental care of a congenital or developmental malformation.
- (r) the additional cost of porcelain (white) fillings on molar teeth. Such expenses will be reimbursed only up to the cost of an amalgam restoration.

#### **EXTENSION OF DENTAL BENEFITS**

If your coverage or your dependents' coverage terminates, the Plan will pay charges for the following dental care received within 30 days following the date of termination, provided such charges would have been paid had you remained a participant in this Health Care Plan:

- (a) an appliance, or modification of one, for which an impression was taken before termination;
- (b) a crown, bridge or gold restoration for which the tooth was prepared before termination;
- (c) root canal therapy, provided the pulp chamber was opened before termination.

## HOW TO CLAIM AND OTHER PROCEDURES

### NOTICE OF PROOF OF CLAIM

Notice of Life Insurance, AD&D and Dependent Life Insurance claims must be submitted to your hotel within 90 days of the date of death (or dismemberment).

Wage Loss Benefits must be claimed within 30 days of the date of disability. **Retroactive benefits will not be paid for a period of disability occurring more than 4 weeks before the claim was received by the Plan Administrator.**

Dental and Extended Medical Benefit claims should be submitted within 90 days of incurring the expense.

### TIME LIMIT FOR FILING CLAIMS

**No benefits will be paid for claims exceeding the following time limits:**

Dental Claims –	12 months following the date the expense was incurred.
Extended Medical –	18 months following the date the expense was incurred.
When you terminate employment –	6 months from the date of termination of employment, for both Dental Care & Extended Medical benefit claims

### PROCEDURE FOR FILING CLAIMS

#### **Life, Accidental Death & Dismemberment and Dependent Life**

Claim Forms for these three benefits can be obtained from the Human Resources Department. These must be completed by the attending physician before being returned to the Human Resources Department. In the case of death, a Provincial Death Certificate or an Attending Physician's Statement will be required.

## **Disability Benefits (Wage Loss Claims)**

1. Collect “Application for Weekly Disability Benefits” (Wage Loss) claim form from your Human Resources Department. Be certain that your Human Resources Department completes entirely its portion of the section entitled “EMPLOYER STATEMENT OF CLAIM”.
2. Complete in full the balance of the area entitled “EMPLOYER STATEMENT OF CLAIM” and, if applicable, the “IN CASE OF ACCIDENT” section. Be certain to include your full address, including postal code as well as your telephone number.

Date and sign the “EMPLOYEE COMPLETE” area of the claim form.

3. Take your claim form to your Doctor. Complete “Part 1: Patient Authorization” on the reverse side of the claim form, have your Doctor complete “Part 2: Attending Physician’s Statement” and forward the claim form to the Plan Administrator.

You may, from time to time, be required to have your doctor complete the “Supplementary Disability Statement”. The Insurance Company will stop paying claims until this form is received. The “4-week retroactive” clause will be applied to your claim if the Supplementary Disability Statement is not returned within 4 weeks after it was requested.

If you are disabled by an accident in which there could be a third party who has liability, you will be required to sign a “Reimbursement Agreement” and an assignment of benefits allowing ICBC or another third party to re-imburse the Plan directly. As wage loss funds are benefits loaned to you for wage loss, in the case of third party liability, these forms must be signed before you receive your first cheque. Please make sure these forms are with your claim form. You are required to re-imburse the Plan in full. **Legal fees are not paid by this Plan.**

**Claim cheques will be sent to your home address.**

## **Dental Benefits**

1. Obtain a Standard Dental Claim Form from your Dental Office to be completed by your Dentist.
2. The Dentist completes only Part 1 (the information concerning the type of treatment.)



3. You must complete Part 2 in full. (The information concerning you and your dependents, **MAKE SURE YOUR ADDRESS AND THE NAME OF YOUR HOTEL IS ON THE FORM AND IS CORRECT!**)
4. The claim form can be sent to the Plan Administrator by you or by your dentist.

**Please note, the claim form must be signed by you or your spouse on the same form as the dental services and charges. This plan does not accept electronic dental claim processing or a form stating “signature attached”. You should check the services listed before signing to ensure these are the services you had received.**

#### **Extended Medical Benefits (including Drugs) and Vision Care claims**

1. Save your receipts! (You must pay for services first - then collect from the Plan).
2. When you wish to claim, obtain a Claim form and pre-addressed envelope from your Human Resources Department.
3. Complete all the information requested on the form with the exception of the shaded areas. You must list each receipt, giving the details asked for on the form. If your claim is for Vision Care, be sure the receipt or Prescription indicates whether the glasses are Single vision, Bi-focal or Tri-focal.
4. Attach all receipts to the back of the claim form.
5. Send the completed claim, with receipts attached to the Plan Administrator in the envelope provided.

#### **Please note, claims cannot be processed if they do not contain:**

- Your Name
- Your full address (including Postal Code)
- Your Certificate or Social Insurance Number
- The Name of your Hotel.

#### **COORDINATION OF DENTAL AND EXTENDED MEDICAL BENEFITS**

If you have coverage for Dental and Extended Medical Benefits through another plan (i.e. your spouse has a plan through his/her employer), ben-

efits will be reduced so than no more than 100% of any covered expense is paid out. The method of coordination is as set out by the Canadian Life & Health Insurance Association (CLHIA).

If you qualify as an employee under another plan, benefits will be coordinated so that each carrier pays their fair share. If both plans provide 100% coverage, each carrier will pay the applicable amount of eligible expenses.

## OTHER PROCEDURES

### **ENROLLMENT**

When you are hired you will be asked to complete the following:

1. GVHEA - Local 40 Health Care Plan Enrollment Card.
2. Medical Services Plan - Group Application.

You will also be asked to provide copies of your immigration papers or proof of Canadian citizenship for the B.C. Medical Services Plan, including those for each of your dependents if you are applying for dependent coverage.

### **WHAT IF I HAVE A QUESTION?**

This booklet has been designed to answer most of your questions.

If your Dentist has questions concerning the Dental Plan, show him/her the booklet. Your dentist may also contact the Administrator.

Questions regarding claims already submitted:

- Contact the Plan Administrator who will contact the insurance company on your behalf.

Questions regarding Qualifying Hours or your current Eligibility:

- It is a good idea to keep track of your hours worked so you know whether or not you are eligible each month. If you have not done this, you may contact the Plan Administrator.

## **PLAN SPONSOR**

**THE TRUSTEES**  
**of the Greater Vancouver Hotel Employers' Association**  
**– Local 40 Health Care Plan**

**Made up of 6 Trustees from the member Hotels and  
6 Trustees from the Hotel, Restaurant and Culinary  
Employees  
and Bartenders Union, Local 40, AFL, CIO & CLC**

## **THE ADMINISTRATOR**



### **A.R.M. MANAGEMENT LTD.**

ADMINISTRATORS AND CONSULTANTS  
GROUP EMPLOYER-EMPLOYEE HEALTH CARE  
& PENSION PLANS  
SUITE 201-4853 EAST HASTINGS STREET  
BURNABY, B.C., V5C 2L1  
TELEPHONE: (604) 294-4441  
FACSIMILE: (604) 294-0476  
TOLL FREE 1-800-661-2766  
EMAIL ADDRESS: [janine\\_hickmore@telus.net](mailto:janine_hickmore@telus.net)

**Should there be disagreement as between the wording in this booklet  
and the Plan Document and Group Insurance Contracts, the Plan  
Document and Group Insurance Contracts will prevail.**

GREATER VANCOUVER HOTEL EMPLOYERS'  
ASSOCIATION - **LOCAL 40** HEALTH CARE  
**PLAN**

**Benefit Increases - Collective Bargaining 2000**

**EFFECTIVE AUGUST 1, 2000:**

**A. Wage Loss (TDI) - Eligibility Groups 1 and 2 only**

1. Weekly maximum benefit payment is increased to \$448 from \$413
2. Payment percentage is increased to 75% of gross weekly earnings from 70%

**B. Dental Care - Eligibility Groups 1 and 2 only**

1. Association of Dental Surgeons of BC Fee Schedule adopted to adjudicate dental claims increased to year 2000 from 1998

**EFFECTIVE JANUARY 1, 2001:**

**A. Dental Care**

1. **Orthodontia** (Plan C) - Eligibility Group 1 only
  - (a) Applicable to eligible Plan members 19 years of age or younger and eligible dependents who are 19 years of age or younger.
  - (b) Lifetime maximum payment for each individual is \$1,500.
2. **Maximum annual payment:** - Eligibility Groups 1 and 2 only
  - (a) Individual maximum increased to \$2,100 from \$1,500,
  - (b) Family maximum increased to \$2,400 from \$1,500.
3. **Aggregate maximum** (applicable when both spouses are eligible with the Health Care Plan) \$4,000.

**B. Hearing Aids - Eligibility Groups 1 and 2 only**

Maximum payment during any continuous five (5) year period increased to \$750 from \$400.

DELTA PACIFIC RESORT & CONFERENCE CENTRE			
EFFECTIVE JULY 1, 2000			
EFFECTIVE	Job Rate	First 6 Months	Second 6 Months
CLASSIFICATIONS	Per Hour	Months	Months
Licensed Premises			
Bartender 1	\$13.01	\$9.75	\$11.38
Bartender 2	\$12.83	\$9.62	\$11.23
Service Bartender 1	\$16.41	\$12.31	\$14.36
Service Bartender 2	\$16.23	\$12.17	\$14.20
Server	\$11.58	\$8.68	\$10.13
Food Server	\$10.51	\$7.88	\$9.19
Bar Porter	\$14.00	\$10.50	\$12.25
Floorperson	\$15.38	\$11.54	\$13.46
Service Employees			
Guest Service Agent	\$14.80	\$11.10	\$12.95
Night Auditor	\$14.96	\$11.22	\$13.09
Bellperson	\$10.35	\$7.76	\$9.06
Switchboard Operator	\$14.03	\$10.52	\$12.27
Reservations Agent	\$14.77	\$11.08	\$12.92
Bus Supervisor	\$14.97	\$11.23	\$13.10
Bus Driver	\$14.21	\$10.66	\$12.43
Housekeeper	\$14.11	\$10.58	\$12.34
Room Attendant	\$13.94	\$10.46	\$12.20
Houseperson	\$14.37	\$10.78	\$12.58
Laudry Person	\$14.06	\$10.54	\$12.30
Seamstress/Tailor	\$14.17	\$10.63	\$12.40
Maintenance	\$16.01	\$12.01	\$14.01
Storekeeper	\$14.72	\$11.04	\$12.88
Host/Hostess/Cashier	\$14.03	\$10.52	\$12.27
Buspersion	\$12.80	\$9.60	\$11.20
Restaurant Server	\$10.31	\$7.73	\$9.02
Room Service Server	\$10.42	\$7.82	\$9.12
MiniBar Attendant	\$14.67	\$11.00	\$12.83
Coffee Cart Attendant	\$12.11	\$9.08	\$10.59
Banquet Captain	\$11.00	\$8.25	\$9.62
Banquet Bartender	\$14.58	\$10.93	\$12.75
Banquet Server	\$10.31	\$7.73	\$9.02
Banquet Cahsier	\$13.81	\$10.36	\$12.08
Banquet Houseperson	\$11.00	\$8.25	\$9.62
Chef de Partie	\$16.89	\$12.67	\$14.78
1st Cook	\$16.48	\$12.36	\$14.42
2nd Cook	\$15.73	\$11.80	\$13.76
Pastry Cook	\$14.58	\$10.93	\$12.75
Salad/Sandwich Person	\$14.39	\$10.79	\$12.59
Signature Club Attendant	\$14.05	\$10.53	\$12.29
Cook's Helper/Apprenctice	\$14.23	\$10.67	\$12.45
Dishwasher	\$13.91	\$10.43	\$12.17

RECEIVED  
JUL 25 2001

SUEHIRO JAPANESE STEAK HOUSE			
EFFECTIVE JULY 1, 2000			
EFFECTIVE	Job Rate	First 6	Second 6
	Per Hour	Months	Months
CLASSIFICATIONS			
Bartender 1	\$13.01	\$9.75	11.38
Bartender 2	\$12.83	\$9.62	\$11.23
Cook	\$11.85	\$8.89	\$10.37
Kitchen Helper	\$13.53	\$10.14	\$11.83
Dishwasher	\$13.91	\$10.43	\$12.17
Server	\$10.28	\$7.71	\$9.00
Busperson	\$12.39	\$9.29	\$10.84
Host/Hostess	\$14.03	\$10.52	\$12.27
Cashier	\$14.03	\$10.52	\$12.27

DELTA PACIFIC RESORT & CONFERENCE CENTRE			
EFFECTIVE MAY 1, 2001			
EFFECTIVE	Job Rate	First 6 Months	Second 6 Months
CLASSIFICATIONS	Per Hour	Months	Months
Licensed Premises			
Bartender 1	\$13.40	\$10.05	\$11.72
Bartender 2	\$13.22	\$9.91	\$11.56
Service Bartender 1	\$16.90	\$12.68	\$14.79
Service Bartender 2	\$16.72	\$12.54	\$14.63
Server	\$11.92	\$8.94	\$10.43
Food Server	\$10.82	\$8.12	\$9.47
Bar Porter	\$14.42	\$10.82	\$12.62
Floorperson	\$15.84	\$11.88	\$13.86
Service Employees			
Guest Service Agent	\$15.24	\$11.43	\$13.34
Night Auditor	\$15.41	\$11.56	\$13.49
Bellperson	\$10.66	\$8.00	\$9.33
Switchboard Operator	\$14.45	\$10.83	\$12.64
Reservations Agent	\$15.21	\$11.41	\$13.31
Bus Supervisor	\$15.42	\$11.57	\$13.49
Bus Driver	\$14.63	\$10.98	\$12.81
Housekeeper	\$14.53	\$10.90	\$12.71
Room Attendant	\$14.36	\$10.77	\$12.57
Houseperson	\$14.80	\$11.10	\$12.95
Laudry Person	\$14.48	\$10.86	\$12.67
Seamstress/Tailor	\$14.59	\$10.94	\$12.77
Maintenance	\$16.49	\$12.37	\$14.43
Storekeeper	\$15.16	\$11.37	\$13.27
Host/Hostess/Cashier	\$14.45	\$10.83	\$12.64
Busperson	\$13.19	\$9.89	\$11.54
Restaurant Server	\$10.62	\$7.97	\$9.29
Room Service Server	\$10.74	\$8.05	\$9.39
MiniBar Attendant	\$15.11	\$11.33	\$13.22
Coffee Cart Attendant	\$12.47	\$9.35	\$10.91
Banquet Captain	\$11.33	\$8.49	\$9.91
Banquet Bartender	\$15.01	\$11.26	\$13.14
Banquet Server	\$10.62	\$7.97	\$9.29
Banquet Cahsier	\$14.23	\$10.67	\$12.45
Banquet Houseperson	\$11.33	\$8.49	\$9.91
Chef de Partie	\$17.40	\$13.05	\$15.22
1st Cook	\$16.98	\$12.73	\$14.86
2nd Cook	\$16.20	\$12.15	\$14.18
Pastry Cook	\$15.01	\$11.26	\$13.14
Salad/Sandwich Person	\$14.82	\$11.12	\$12.97
Signature Club Attendant	\$14.47	\$10.85	\$12.66
Cook's Helper/Apprenctice	\$14.66	\$10.99	\$12.82
Dishwasher	\$14.33	\$10.75	\$12.54

DELTA PACIFIC RESORT & CONFERENCE CENTRE			
EFFECTIVE MAY 1, 2001			
EFFECTIVE	Job Rate	First 6 Months	Second 6 Months
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Licensed Premises			
Bartender 1	\$13.40	\$10.05	\$11.72
Bartender 2	\$13.22	\$9.91	\$11.56
Service Bartender 1	\$16.90	\$12.68	\$14.79
Service Bartender 2	\$16.72	\$12.54	\$14.63
Sewer	\$11.92	\$8.94	\$10.43
Food Server	\$10.2	\$8.12	\$9.47
Bar Porter	\$14.42	\$10.82	\$12.62
Floorperson	\$15.84	\$11.88	\$13.86
Service Employees			
Guest Service Agent	\$15.24	\$11.43	\$13.34
Night Auditor	\$15.41	\$11.56	\$13.49
Bellperson	\$10.66	\$8.00	\$9.33
Switchboard Operator	\$14.45	\$10.83	\$12.64
Reservations Agent	\$15.21	\$11.41	\$13.31
Bus Supervisor	\$15.42	\$11.57	\$13.49
Bus Driver	\$14.63	\$10.98	\$12.81
Housekeeper	\$14.53	\$10.90	\$12.71
Room Attendant	\$14.36	\$10.77	\$12.57
Houseperson	\$14.80	\$11.10	\$12.95
Laudry Person	\$14.48	\$10.86	\$12.67
Seamstress/Tailor	\$14.59	\$10.94	\$12.77
Maintenance	\$16.49	\$12.37	\$14.43
Storekeeper	\$15.16	\$11.37	\$13.27
Host/Hostess/Cashier	\$14.45	\$10.83	\$12.64
Buspersion	\$13.19	\$9.89	\$11.54
Restaurant Server	\$10.62	\$7.97	\$9.29
Room Service Server	\$10.74	\$8.05	\$9.39
MiniBar Attendant	\$15.11	\$11.33	\$13.22
Coffee Cart Attendant	\$12.47	\$9.35	\$10.91
Banquet Captain	\$11.33	\$8.49	\$9.91
Banquet Bartender	\$15.01	\$11.26	\$13.14
Banquet Server	\$10.62	\$7.97	\$9.29
Banquet Cahsier	\$14.23	\$10.67	\$12.45
Banquet Houseperson	\$11.33	\$8.49	\$9.91
Chef de Partie	\$17.40	\$13.05	\$15.22
1st Cook	\$16.98	\$12.73	\$14.86
2nd Cook	\$16.20	\$12.15	\$14.18
Pastry Cook	\$15.01	\$11.26	\$13.14
Salad/Sandwich Person	\$14.82	\$11.12	\$12.97
Signature Club Attendant	\$14.47	\$10.85	\$12.66
Cook's Helper/Apprenctice	\$14.66	\$10.99	\$12.82
Dishwasher	\$14.33	\$10.75	\$12.54



DELTA PACIFIC RESORT & CONFERENCE CENTRE			
EFFECTIVE JULY 1, 2002			
EFFECTIVE			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
CLASSIFICATIONS			
Licensed Premises			
Bartender 1	\$13.80	\$10.35	\$12.07
Bartender 2	\$13.61	\$10.21	\$11.91
Service Bartender 1	\$17.41	\$13.06	\$15.23
Service Bartender 2	\$17.22	\$12.91	\$15.06
Server	\$12.28	\$9.21	\$10.75
Food Server	\$11.15	\$8.36	\$9.75
Bar Porter	\$14.86	\$11.14	\$13.00
Floorperson	\$16.32	\$12.24	\$14.28
Service Employees			
Guest Service Agent	\$15.70	\$11.78	\$13.74
Night Auditor	\$15.87	\$11.91	\$13.89
Bellperson	\$10.98	\$8.24	\$9.61
Switchboard Operator	\$14.88	\$11.16	\$13.02
Reservations Agent	\$15.67	\$11.75	\$13.71
Bus Supervisor	\$15.89	\$11.91	\$13.90
Bus Driver	\$15.07	\$11.31	\$13.19
Housekeeper	\$14.97	\$11.22	\$13.09
Room Attendant	\$14.79	\$11.09	\$12.94
Houseperson	\$15.25	\$11.44	\$13.34
Laudry Person	\$14.91	\$11.18	\$13.05
Seamstress/Tailor	\$15.03	\$11.27	\$13.15
Maintenance	\$16.99	\$12.74	\$14.87
Storekeeper	\$15.61	\$11.71	\$13.66
Host/Hostess/Cashier	\$14.88	\$11.16	\$13.02
Busperson	\$13.58	\$10.19	\$11.88
Restaurant Server	\$10.94	\$8.21	\$9.57
Room Service Server	\$11.06	\$8.29	\$9.68
MiniBar Attendant	\$15.56	\$11.67	\$13.62
Coffee Cart Attendant	\$12.84	\$9.63	\$11.24
Banquet Captain	\$11.67	\$8.75	\$10.21
Banquet Bartender	\$15.46	\$11.60	\$13.53
Banquet Server	\$10.94	\$8.21	\$9.57
Banquet Cahsier	\$14.65	\$10.99	\$12.82
Banquet Houseperson	\$11.67	\$8.75	\$10.21
Chef de Partie	\$17.92	\$13.44	\$15.68
1st Cook	\$17.49	\$13.12	\$15.30
2nd Cook	\$16.69	\$12.51	\$14.60
Pastry Cook	\$15.46	\$11.60	\$13.53
Salad/Sandwich Person	\$15.27	\$11.45	\$13.36
Signature Club Attendant	\$14.90	\$11.18	\$13.04
Cook's Helper/Apprenctice	\$15.10	\$11.32	\$13.21
Dishwasher	\$14.76	\$11.07	\$12.92

SUEHIRO JAPANESE STEAK HOUSE			
EFFECTIVE JULY 1, 2002			
EFFECTIVE			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
CLASSIFICATIONS			
Bartender 1	\$10.05	\$7.53	8.79
Bartender 2	\$9.91	\$7.43	\$8.67
Cook	\$9.16	\$6.87	\$8.01
Kitchen Helper	\$10.45	\$7.84	\$9.14
Dishwasher	\$10.75	\$8.06	\$9.40
Server	\$7.94	\$5.96	\$6.95
Busperson	\$9.57	\$7.18	\$8.38
Host/Hostess	\$10.83	\$8.13	\$9.48
Cashier	\$10.83	\$8.13	\$9.48

DELTA VANCOUVER AIRPORT HOTEL & MARINA			
EFFECTIVE JULY 1, 2000			
EFFECTIVE	Job Rate	First 6	Second
	Per Hour	Months	Months
CLASSIFICATIONS			
Licensed Premises			
Bartender 1	\$13.03	\$9.77	\$11.40
Bartender 2	\$12.86	\$9.65	\$11.25
Pier Bartender 1	\$16.45	\$12.34	\$14.40
Pier Bartender 2	\$16.26	\$12.19	\$14.23
Server	\$11.62	\$8.71	\$10.17
Service Employees			
Front Desk Supervisor	\$15.41	\$11.56	\$13.49
Guest Service Agent	\$14.84	\$11.13	\$12.99
Night Auditor	\$14.99	\$11.25	\$13.12
Bell Captain	\$11.14	\$8.35	\$9.75
Bellperson	\$10.38	\$7.79	\$9.09
Switchboard Operator	\$14.06	\$10.54	\$12.30
Reservation Agent	\$14.77	\$11.08	\$12.92
Housekeeper	\$14.31	\$10.73	\$12.52
Room Attendant	\$13.98	\$10.49	\$12.24
Houseperson-Housekeeping	\$14.05	\$10.53	\$12.29
<b>Seamstress/Tailor</b>	\$14.17	\$10.63	\$12.40
Janitor	\$14.40	\$10.80	\$12.60
Storekeeper	\$14.76	\$11.07	\$12.91
Maintenance - Safety	\$17.03	\$12.78	\$14.90
General Maintenance 1	\$18.19	\$13.64	\$15.91
General Maintenance 2	\$17.61	\$13.20	\$15.40
General Maintenance 3	\$16.58	\$12.43	\$14.50
Host/Hostess/Cashier	\$14.06	\$10.54	\$12.30
Restaurant Server	\$10.34	\$7.76	\$9.05
<b>Busperson</b>	\$12.84	\$9.63	\$11.24
Dining Room Server	\$10.31	\$7.73	\$9.02
Banquet Captain	\$10.65	\$7.99	\$9.32
Banquet Server	\$10.34	\$7.76	\$9.05
Banquet Houseperson	\$11.00	\$8.25	\$9.62
Check Room Attendant	\$12.76	\$9.57	\$11.17
Banquet Cashier	\$13.95	\$10.47	\$12.21
Room Service Captain	\$10.91	\$8.19	\$9.55
Room Service Server	\$10.34	\$7.76	\$9.05
Mini Bar Attendant	\$13.44	\$10.08	\$11.76
1 <sup>st</sup> Cook	\$16.51	\$12.39	\$14.45
2 <sup>nd</sup> Cook	\$15.76	\$11.82	\$13.79
<b>Tournant</b>	\$14.99	\$11.25	\$13.12
Cook	\$14.93	\$11.20	\$13.07
Salad/Sandwich Person	\$14.42	\$10.82	\$12.62
Cook's Helper/Apprentice	\$14.26	\$10.69	\$12.48
Dishwasher	\$13.95	\$10.47	\$12.21

**DELTA VANCOUVER AIRPORT HOTEL & MARINA**

**EFFECTIVE MAY 1, 2001**

**E F F E C T I V E**

Job Rate	<b>First 6</b>	<b>Second 6</b>
Per Hour	Months	Months

**CLASSIFICATIONS**

Licensed Premises

Bartender 1	\$13.82	\$10.36	\$12.09
Bartender 2	\$13.65	\$10.23	\$11.94
Pier Bartender 1	\$17.45	\$13.09	\$15.27
Pier Bartender 2	\$17.25	\$12.94	\$15.09
Server	\$12.33	\$9.24	\$10.78

Service Employees

Front Desk Supervisor	\$16.35	\$12.26	\$14.31
Guest Service Agent	\$15.74	\$11.81	\$13.78
Night Auditor	\$15.91	\$11.93	\$13.92
Bell Captain	\$11.82	\$8.86	\$10.34
Bellperson	\$11.02	\$8.26	\$9.64
Switchboard Operator	\$14.91	\$11.18	\$13.05
Reservation Agent	\$15.67	\$11.75	\$13.71
Housekeeper	\$15.18	\$11.39	\$13.28
Room Attendant	\$14.84	\$11.13	\$12.98
Houseperson-Housekeeping	\$14.90	\$11.18	\$13.04
Seamstress/Tailor	\$15.03	\$11.27	\$13.15
Janitor	\$15.28	\$11.46	\$13.37
Storekeeper	\$15.66	\$11.74	\$13.70
Maintenance - Safety	\$18.07	\$13.55	\$15.81
General Maintenance 1	\$19.29	\$14.47	\$16.88
General Maintenance 2	\$18.68	\$14.01	\$16.34
General Maintenance 3	\$17.58	\$13.19	\$15.39
Host/Hostess/Cashier	\$14.91	\$11.18	\$13.05
Restaurant Server	\$10.97	\$8.23	\$9.60
Busperson	\$13.62	\$10.22	\$11.92
Dining Room Server	\$10.94	\$8.21	\$9.57
Banquet Captain	\$11.30	\$8.47	\$9.89
Banquet Server	\$10.97	\$8.23	\$9.60
Banquet Houseperson	\$11.67	\$8.75	\$10.21
Check Room Attendant	\$13.54	\$10.15	\$11.85
Banquet Cashier	\$14.80	\$11.10	\$12.95
Room Service Captain	\$11.58	\$8.68	\$10.13
Room Service Server	\$10.97	\$8.23	\$9.60
Mini Bar Attendant	\$14.26	\$10.70	\$12.48
1st Cook	\$17.52	\$13.14	\$15.33
2nd Cook	\$16.72	\$12.54	\$14.63
Tournant	\$15.91	\$11.93	\$13.92
Cook	\$15.84	\$11.88	\$13.86
Salad/Sandwich Person	\$15.30	\$11.48	\$13.39
Cook's Helper/Apprentice	\$15.13	\$11.35	\$13.24
Dishwasher	\$14.80	\$11.10	\$12.95

DELTA VANCOUVER AIRPORT HOTEL & MARINA			
EFFECTIVE JULY 1, 2002			
EFFECTIVE			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
CLASSIFICATIONS			
Licensed Premises			
Bartender 1	\$13.82	\$10.36	\$12.09
Bartender, 2	\$13.65	\$10.23	\$11.94
Pier Bartender 1	\$17.45	\$13.09	\$15.27
Pier Bartender 2	\$17.25	\$12.94	\$15.09
Server	\$12.33	\$9.24	\$10.78
Service Employees			
Front Desk Supervisor	\$16.35	\$12.26	\$14.31
Guest Service-Agent	\$15.74	\$11.81	\$13.78
Night Auditor	\$15.91	\$11.93	\$13.92
Bell Captain	\$11.82	\$8.86	\$10.34
Bellperson	\$11.02	\$8.26	\$9.64
Switchboard Operator	\$14.91	\$11.18	\$13.05
Reservation Agent	\$15.67	\$11.75	\$13.71
Housekeeper	\$15.18	\$11.39	\$13.28
Room Attendant	\$14.84	\$11.13	\$12.98
Houseperson-Housekeeping	\$14.	\$11.18	\$13.04
Seamstress/Tailor	\$15.03	\$11.27	\$13.15
Janitor	\$15.28	\$11.46	\$13.37
Storekeeper	\$15.66	\$11.74	\$13.70
Maintenance - Safetv	\$18.07	\$13.55	\$15.81
General Maintenance 1	\$19.29	\$14.47	\$16.88
General Maintenance 2	\$18.68	\$14.01	\$16.34
General Maintenance 3	\$17.58	\$13.19	\$15.39
Host/Hostess/Cashier	\$14.91	\$11.18	\$13.05
Restaurant Server	\$10.97	\$8.23	\$9.60
Busperson	\$13.62	\$10.22	\$11.92
Dining Room Server	\$10.94	\$8.21	\$9.57
Banquet Captain	\$11.30	\$8.47	\$9.89
Banquet Server	\$10.97	\$8.23	\$9.60
Banquet Houseperson	\$11.67	\$8.75	\$10.21
Check Room Attendant	\$13.54	\$10.15	\$11.85
Banquet Cashier	\$14.80	\$11.10	\$12.95
Room Service Captain	\$11.58	\$8.68	\$10.13
Room Service Server	\$10.97	\$8.23	\$9.60
Mini Bar Attendant	\$14.26	\$10.70	\$12.48
1st Cook	\$17.52	\$13.14	\$15.33
2nd Cook	\$16.72	\$12.54	\$14.63
Toumant	\$15.91	\$11.93	\$13.92
Cook	\$15.84	\$11.88	\$13.86
Salad/Sandwich Person	\$15.30	\$11.48	\$13.39
Cook's Helper/Apprentice	\$15.13	\$11.35	\$13.24
Dishwasher	\$14.80	\$11.10	\$12.95

FOUR SEASONS HOTEL			
EFFECTIVE JULY 1, 2000			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Licensed Premises			
Lounge Department			
First Bartender	\$12.89	\$9.67	\$11.28
Second Bartender	\$12.72	\$9.54	\$11.13
First Bartender (Service)	\$16.28	\$12.21	\$14.25
Second Bartender (Service)	\$16.12	\$12.09	\$14.11
Server	\$11.81	\$8.86	\$10.33
<b>Service Employees</b>			
Fine Dining Room, Room Service and Restaurant Departments			
Food Captain	\$11.63	\$8.72	\$10.18
Host/Hostess	\$11.12	\$8.34	\$9.73
Host/Hostess (Food)	\$13.84	\$10.38	\$12.11
Server	\$10.34	\$7.76	\$9.05
Bus Person	\$12.48	\$9.36	\$10.92
Cashier	\$14.56	\$10.92	\$12.74
Banquets Department			
Banquet Captain	\$11.53	\$8.65	\$10.09
Banquet Server	\$9.75	\$7.31	\$8.53
Banquet Server (Regular)	\$10.46	\$7.85	\$9.15
Head Banquet Porter	\$13.90	\$10.43	\$12.16
Banquet Porter	\$12.79	\$9.59	\$11.19
Private Bar Department			
Private Bar Supervisor	\$14.94	\$11.21	\$13.07
Private Bar Attendant	\$13.23	\$9.92	\$11.58
Kitchen and Bake Shop Departments			
1st Cook (Chef de Partie, Head Breakfast Cook, Saucier, Gardemanger, Grill Cook, Tournant Entremetier)	\$16.18	\$12.14	\$14.16
2nd Cook (General Cook, Breakfast Cook, Experienced Short Order Cook)	\$15.30	\$11.48	\$13.39
3rd Cook (Commis Cuisine, Cafeteria Staff, Short Order Cook, Pantry Person)	\$14.69	\$11.02	\$12.85
Cook's Helper (Pastry Helper, Vegetable Cleaner, Apprentice)	\$14.48	\$10.86	\$12.67
Butcher	\$14.94	\$11.21	\$13.07
Pattissier	\$14.84	\$11.13	\$12.99

FOUR SEASONS HOTEL (cont'd.)			
EFFECTIVE JULY 1, 2000			
	Job Rate	First 6	Second 6
CLASSIFICATIONS	Per Hour	Months	Months
<b>Stewarding Department</b>			
Working Steward	\$14.63	\$10.97	\$12.80
Kitchen Cleaner (Silver)	\$14.22	\$10.67	\$12.44
Dishwasher	\$14.22	\$10.67	\$12.44
<b>Front Desk Department</b>			
Front Office Supervisor	\$16.10	\$12.08	\$14.09
Receptionist	\$14.92	\$11.19	\$13.06
<b>Communications Department</b>			
Communications Supervisor	\$14.84	\$11.13	\$12.99
Switchboard Operator	\$14.42	\$10.82	\$12.62
<b>Concierge Desk Department</b>			
Concierge	\$14.07	\$10.55	\$12.31
Bell Captain	\$10.67	\$8.00	\$9.34
Bell Person	\$10.20	\$7.65	\$8.93
Door Person	\$10.78	\$8.09	\$9.43
<b>Housekeeping Department (Including Laundry)</b>			
Floor Inspector	\$14.40	\$10.80	\$12.60
Night Supervisor	\$14.80	\$11.10	\$12.95
House Officer/Window	\$14.72	\$11.04	\$12.88
House Person Cleaner	\$14.41	\$10.81	\$12.61
Room Attendant	\$14.34	\$10.76	\$12.55
Valet Supervisor	\$15.79	\$11.84	\$13.82
Uniform Attendant, Valet, Linen, Room Assistant & Seamstress	\$14.40	\$10.80	\$12.60
Laundry Attendant	\$14.34	\$10.76	\$12.55
<b>Maintenance Department</b>			
Maintenance (General)	\$15.98	\$11.99	\$13.98
Maintenance (Major)	\$16.28	\$12.21	\$14.25
Chief Maintenance	\$16.69	\$12.52	\$14.60
<b>Stores/Purchasing Department</b>			
Storeroom Helper (Inventory, Bar Stock)	\$15.00	\$11.25	\$13.13
Receiver	\$15.14	\$11.36	\$13.25

FOUR SEASONS HOTEL			
EFFECTIVE MAY 1, 2001			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Licensed Premises			
Lounge Department			
First Bartender	\$13.28	\$9.96	\$11.62
Second Bartender	\$13.10	\$9.83	\$11.46
First Bartender (Service)	\$16.77	\$12.58	\$14.67
Second Bartender (Service)	\$16.60	\$12.45	\$14.53
Server	\$12.17	\$9.13	\$10.65
Service Employees			
Fine Dining Room, Room Service and Restaurant Departments			
Food Captain	\$11.98	\$8.98	\$10.48
Host/Hostess	\$11.45	\$8.59	\$10.02
Host/Hostess (Food)	\$14.26	\$10.70	\$12.48
Server	\$10.65	\$7.99	\$9.32
Bus Person	\$12.85	\$9.64	\$11.24
Cashier	\$15.00	\$11.25	\$13.13
Banquets Department			
Banquet Captain	\$11.88	\$8.91	\$10.40
Banquet Server	\$10.04	\$7.53	\$8.79
Banquet Server (Regular)	\$10.77	\$8.08	\$9.42
Head Banquet Porter	\$14.32	\$10.74	\$12.53
Banquet Porter	\$13.17	\$9.88	\$11.52
Private Bar Department			
Private Bar Supervisor	\$15.39	\$11.54	\$13.47
Private Bar Attendant	\$13.63	\$10.22	\$11.93
Kitchen and Bake Shop Departments			
1st Cook (Chef de Partie, Head Breakfast Cook, Saucier, Gardemanger, Grill Cook, Tourant Entremetier)			
	\$16.67	\$12.50	\$14.59
2nd Cook (General Cook, Breakfast Cook, Experienced Short Order Cook)			
	\$15.76	\$11.82	\$13.79
3rd Cook (Commis Cuisine, Cafeteria Staff, Short Order Cook, Pantry Person)			
	\$15.13	\$11.35	\$13.24
Cook's Helper (Pastry Helper, Vegetable Cleaner, Apprentice)			
	\$14.91	\$11.18	\$13.05
Butcher	\$15.39	\$11.54	\$13.47
Pattissier	\$15.29	\$11.47	\$13.38



FOUR SEASONS HOTEL (cont'd.)			
EFFECTIVE MAY 1, 2001			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Stewarding Department			
Working Steward	\$15.07	\$11.30	\$13.18
Kitchen Cleaner (Silver)	\$14.65	\$10.99	\$12.82
Dishwasher	\$14.65	\$10.99	\$12.82
Front Desk Department			
Front Office Supervisor	\$16.58	\$12.44	\$14.51
Receptionist	\$15.37	\$11.53	\$13.45
Communications Department			
Communications Supervisor	\$15.29	\$11.47	\$13.38
Switchboard Operator	\$14.85	\$11.14	\$12.99
Concierge Desk Department			
Concierge	\$14.49	\$10.87	\$12.68
Bell Captain	\$10.99	\$8.24	\$9.62
Bell Person	\$10.51	\$7.88	\$9.20
Door Person	\$11.10	\$8.33	\$9.71
Housekeeping Department (Including Laundry)			
Floor Inspector	\$14.83	\$11.12	\$12.98
Night Supervisor	\$15.24	\$11.43	\$13.34
House Officer/Window	\$15.16	\$11.37	\$13.27
House Person Cleaner	\$14.84	\$11.13	\$12.99
Room Attendant	\$14.77	\$11.08	\$12.92
Valet Supervisor	\$16.26	\$12.20	\$14.23
Uniform Attendant, Valet, Linen, Room Assistant & Seamstress	\$14.83	\$11.12	\$12.98
Laundry Attendant	\$14.77	\$11.08	\$12.92
Maintenance Department			
Maintenance (General)	\$16.46	\$12.35	\$14.40
Maintenance (Major)	\$16.77	\$12.58	\$14.67
Chief Maintenance	\$17.19	\$12.89	\$15.04
Stores/Purchasing Department			
Storeroom Helper (Inventory, Bar Stock)	\$15.45	\$11.59	\$13.52
Receiver	\$15.59	\$11.69	\$13.64

FOUR SEASONS HOTEL			
EFFECTIVE JULY 1, 2002			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Licensed Premises			
Lounge Department			
First Bartender	\$13.68	\$10.26	\$11.97
Second Bartender	\$13.49	\$10.12	\$11.80
First Bartender (Service)	\$17.27	\$12.95	\$15.11
Second Bartender (Service)	\$17.10	\$12.82	\$14.96
Server	\$12.52	\$9.39	\$10.96
<b>Service Employees</b>			
<b>Fine Dining Room, Room Service and Restaurant Departments</b>			
Food Captain	\$12.34	\$9.26	\$10.80
Host/Hostess	\$11.79	\$8.84	\$10.32
Host/Hostess (Food)	\$14.69	\$11.02	\$12.85
Server	\$10.97	\$8.23	\$9.60
Bus Person	\$13.24	\$9.93	\$11.59
Cashier	\$15.45	\$11.59	\$13.52
<b>Banquets Department</b>			
Banquet Captain	\$12.24	\$9.18	\$10.71
Banquet Server	\$10.34	\$7.76	\$9.05
Banquet Server (Regular)	\$11.09	\$8.32	\$9.70
Head Banquet Porter	\$14.75	\$11.06	\$12.91
Banquet Porter	\$13.57	\$10.18	\$11.87
<b>Private Bar Department</b>			
Private Bar Supervisor	\$15.85	\$11.89	\$13.87
Private Bar Attendant	\$14.04	\$10.53	\$12.29
<b>Kitchen and Bake Shop Departments</b>			
1st Cook (Chef de Partie, Head Breakfast Cook, Saucier, Gardemanger, Grill Cook, Tournant Entremetier)	\$17.17	\$12.88	\$15.02
2nd Cook (General Cook, Breakfast Cook, Experienced Short Order Cook)	\$16.23	\$12.17	\$14.20
3rd Cook (Commis Cuisine, Cafeteria Staff, Short Order Cook, Pantry Person)	\$15.58	\$11.69	\$13.63
Cook's Helper (Pastry Helper, Vegetable Cleaner, Apprentice)	\$15.36	\$11.52	\$13.44
Butcher	\$15.85	\$11.89	\$13.87
Pâtissier	\$15.75	\$11.81	\$13.78

FOUR SEASONS HOTEL (cont'd.)			
EFFECTIVE JULY 1, 2002			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Stewarding Department			
Working Steward	\$15.52	\$11.64	\$13.58
Kitchen Cleaner (Silver)	\$15.09	\$11.32	\$13.20
Dishwasher	\$15.09	\$11.32	\$13.20
Front Desk Department			
Front Office Supervisor	\$17.08	\$12.81	\$14.95
Receptionist	\$15.83	\$11.87	\$13.85
Communications Department			
Communications Supervisor	\$15.75	\$11.81	\$13.78
Switchboard Operator	\$15.30	\$11.48	\$13.39
Concierge Desk Department			
Concierge	\$14.92	\$11.19	\$13.06
Bell Captain	\$11.32	\$8.49	\$9.91
Bell Person	\$10.83	\$8.12	\$9.48
Door Person	\$11.43	\$8.57	\$10.00
Housekeeping Department (Including Laundry)			
Floor Inspector	\$15.27	\$11.45	\$13.36
Night Supervisor	\$15.70	\$11.78	\$13.74
House Officer/Window	\$15.61	\$11.71	\$13.66
House Person Cleaner	\$15.29	\$11.47	\$13.38
Room Attendant	\$15.21	\$11.41	\$13.31
Valet Supervisor	\$16.75	\$12.56	\$14.66
Uniform Attendant, Valet, Linen, Room Assistant & Seamstress	\$15.27	\$11.45	\$13.36
Laundry Attendant	\$15.21	\$11.41	\$13.31
Maintenance Department			
Maintenance (General)	\$16.95	\$12.71	\$14.83
Maintenance (Major)	\$17.27	\$12.95	\$15.11
Chief Maintenance	\$17.71	\$13.28	\$15.50
Stores/Purchasing Department			
Storeroom Helper (Inventory, Bar Stock)	\$15.91	\$11.93	\$13.92
Receiver	\$16.06	\$12.05	\$14.05

HOLIDAY INN VANCOUVER CENTRE			
EFFECTIVE JULY 1, 2000			
	Job Rate	First 6 Months	Second 6 Months
	Per Hour		
<b>CLASSIFICATIONS</b>			
Public House Employees			
Waiter	\$11.81	\$8.86	\$10.34
Waiter/Waitress (Food Only)	\$10.74	\$8.06	\$9.40
Sandwich/Grill Cook (Cocktail Lounge or Beer Parlour)	\$13.55	\$10.16	\$11.85
Lounge Employees			
First Mixerologist	\$12.89	\$9.67	\$11.28
Second Mixerologist	\$12.72	\$9.54	\$11.13
Waiter	\$11.81	\$8.86	\$10.34
Bar Porter	\$12.26	\$9.20	\$10.73
Waiter/Waitress (Food Only)	\$10.74	\$8.06	\$9.40
Sandwich/Grill Cook (Lounge)	\$14.59	\$10.94	\$12.76
Service Employees			
Night Auditor	\$15.20	\$11.40	\$13.30
Desk Clerk	\$14.92	\$11.19	\$13.06
Assistant Housekeeper	\$14.61	\$10.95	\$12.78
Maid	\$14.41	\$10.81	\$12.61
Laundry Attendant	\$14.41	\$10.81	\$12.61
Head Bellman	\$10.70	\$8.02	\$9.36
Bellman	\$10.23	\$7.67	\$8.95
Maintenance Person	\$15.90	\$11.93	\$13.91
Utility Janitor	\$14.34	\$10.76	\$12.55
Houseperson	\$14.21	\$10.66	\$12.43
1st Cook	\$16.08	\$12.06	\$14.07
2nd Cook	\$15.35	\$11.51	\$13.43
Grill Cook	\$14.74	\$11.05	\$12.90
Relief Cook	\$14.86	\$11.15	\$13.00
Sandwich/Grill Person	\$14.54	\$10.90	\$12.72
Sandwich/Salad Person	\$14.40	\$10.80	\$12.60
Dishwasher	\$14.22	\$10.66	\$12.44
Waiter/Waitress	\$10.34	\$7.76	\$9.05
Bus Help	\$10.54	\$7.90	\$9.22
Banquet Houseperson	\$10.80	\$8.10	\$9.45
Host/Hostess	\$12.72	\$9.54	\$11.13

HOLIDAY INN VANCOUVER CENTRE			
EFFECTIVE MAY 1, 2001			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Public House Employees			
Waiter	\$12.16	\$9.12	\$10.64
Waiter/Waitress (Food Only)	\$11.06	\$8.30	\$9.68
Sandwich/Grill Cook (Cocktail Lounge or Beer Parlour)	\$13.95	\$10.46	\$12.21
<b>Lounge Employees</b>			
First Mixerologist	\$13.28	\$9.96	\$11.62
Second Mixerologist	\$13.10	\$9.83	\$11.46
Waiter	\$12.16	\$9.12	\$10.64
Bar Porter	\$12.63	\$9.47	\$11.05
Waiter/Waitress (Food Only)	\$11.06	\$8.30	\$9.68
Sandwich/Grill Cook (Lounge)	\$15.02	\$11.27	\$13.15
<b>Service Employees</b>			
Night Auditor	\$15.65	\$11.74	\$13.70
Desk Clerk	\$15.37	\$11.53	\$13.45
Assistant Housekeeper	\$15.04	\$11.28	\$13.16
Maid	\$14.84	\$11.13	\$12.99
Laundry Attendant	\$14.84	\$11.13	\$12.99
Head Bellman	\$11.02	\$8.27	\$9.64
Bellman	\$10.54	\$7.90	\$9.22
Maintenance Person	\$16.38	\$12.28	\$14.33
Utility Janitor	\$14.77	\$11.08	\$12.92
Houseperson	\$14.63	\$10.98	\$12.81
1st Cook	\$16.56	\$12.42	\$14.49
2nd Cook	\$15.81	\$11.86	\$13.83
Grill Cook	\$15.18	\$11.39	\$13.28
Relief Cook	\$15.31	\$11.48	\$13.39
Sandwich/Grill Person	\$14.97	\$11.23	\$13.10
Sandwich/Salad Person	\$14.83	\$11.12	\$12.98
Dishwasher	\$14.65	\$10.98	\$12.81
Waiter/Waitress	\$10.65	\$7.99	\$9.32
Bus Help	\$10.85	\$8.14	\$9.50
Banquet Houseperson	\$11.12	\$8.34	\$9.73
Host/Hostess	\$13.10	\$9.83	\$11.46

HOLIDAY INN VANCOUVER CENTRE			
EFFECTIVE JULY 1, 2002			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
CLASSIFICATIONS			
Public House Employees			
Waiter	\$12.53	\$9.40	\$10.96
Waiter/Waitress (Food Only)	\$11.39	\$8.54	\$9.97
Sandwich/Grill Cook (Cocktail Lounge or Beer Parlour)	\$14.37	\$10.78	\$12.57
Lounge Employees			
First Mixerologist	\$13.68	\$10.26	\$11.97
Second Mixerologist	\$13.49	\$10.12	\$11.81
Waiter	\$12.53	\$9.40	\$10.96
Bar Porter	\$13.01	\$9.76	\$11.38
Waiter/Waitress (Food Only)	\$11.39	\$8.54	\$9.97
Sandwich/Grill Cook (Lounge)	\$15.47	\$11.61	\$13.54
Service Employees			
Night Auditor	\$16.12	\$12.09	\$14.11
Desk Clerk	\$15.83	\$11.87	\$13.85
Assistant Housekeeper	\$15.50	\$11.62	\$13.56
Maid	\$15.29	\$11.47	\$13.38
Laundry Attendant	\$15.29	\$11.47	\$13.38
Head Bellman	\$11.35	\$8.51	\$9.93
Bellman	\$10.85	\$8.14	\$9.50
Maintenance Person	\$16.87	\$12.65	\$14.76
Utility Janitor	\$15.21	\$11.41	\$13.31
Houseperson	\$15.07	\$11.31	\$13.19
1st Cook	\$17.05	\$12.79	\$14.92
2nd Cook	\$16.28	\$12.21	\$14.25
Grill Cook	\$15.64	\$11.73	\$13.68
Relief Cook	\$15.77	\$11.82	\$13.80
Sandwich/Grill Person	\$15.42	\$11.57	\$13.49
Sandwich/Salad Person	\$15.27	\$11.45	\$13.36
Dishwasher	\$15.08	\$11.31	\$13.20
Waiter/Waitress	\$10.97	\$8.23	\$9.60
Bus Help	\$11.18	\$8.38	\$9.78
Banquet Houseperson	\$11.46	\$8.59	\$10.03
Host/Hostess	\$13.49	\$10.12	\$11.81

HYATT REGENCY VANCOUVER			
EFFECTIVE JULY 1, 2000			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
<b>Beverage Department</b>			
First Mixerologist (Service)	\$16.44	\$12.33	\$14.39
Second Mixerologist (Service)	\$16.26	\$12.20	\$14.23
First Mixerologist	\$13.04	\$9.78	\$11.41
Second Mixerologist	\$12.86	\$9.65	\$11.25
Floorperson	\$15.41	\$11.56	\$13.48
Sandwich/Grill	\$14.50	\$10.88	\$12.69
Bar Porter - Service Bar	\$14.04	\$10.53	\$12.29
Waitperson	\$11.61	\$8.71	\$10.16
Food Waitperson	\$10.55	\$7.91	\$9.23
<b>Service Employees</b>			
<b>Accounting/Night Audit Department</b>			
Head Night Auditor	\$15.36	\$11.52	\$13.44
Night Auditor	\$14.99	\$11.25	\$13.12
<b>Banquets Department</b>			
Cashier	\$13.95	\$10.46	\$12.21
Head Houseperson	\$13.97	\$10.48	\$12.22
Houseperson	\$12.95	\$9.71	\$11.33
Waitperson	\$10.31	\$7.73	\$9.02
<b>Bell/Door Service Department</b>			
Head Bellperson	\$10.95	\$8.21	\$9.58
Bellperson	\$10.38	\$7.79	\$9.08
Doorperson	\$10.38	\$7.79	\$9.08
<b>Dining Room Department.- Fish &amp; Co.</b>			
Busperson	\$12.43	\$9.32	\$10.88
Waitperson	\$10.31	\$7.73	\$9.02
<b>Engineering Department</b>			
Maintenance (Electric)	\$18.40	\$13.80	\$16.10
Maintenance (Plumber)	\$17.55	\$13.16	\$15.36
Maintenance (Woodwork)	\$16.89	\$12.67	\$14.78
Maintenance (Minor Repair)	\$16.04	\$12.03	\$14.04
General Maintenance	\$15.39	\$11.54	\$13.47

HYATT REGENCY VANCOUVER (cont'd.)			
EFFECTIVE JULY 1, 2000			
	Job Rate	First 6 Months	Second 6 Months
	Per Hour		
<b>CLASSIFICATIONS</b>			
<b>Front Office Department</b>			
Night Clerk	\$14.99	\$11.24	\$13.12
Senior Desk Clerk	\$14.84	\$11.13	\$12.99
Front Desk Clerk	\$14.31	\$10.73	\$12.52
<b>Housekeeping Department</b>			
<b>Inspector/Inspectress</b>	\$14.49	\$10.87	\$12.68
Tailor/Seamstress	\$14.41	\$10.81	\$12.61
Housekeeping House Attendant	\$14.40	\$10.80	\$12.60
Housekeeper	\$14.16	\$10.62	\$12.39
Linen Attendant	\$14.16	\$10.62	\$12.39
Laundry Attendant	\$14.09	\$10.57	\$12.33
Room Attendant	\$13.98	\$10.49	\$12.23
<b>Kitchen Department</b>			
First Cook	\$16.51	\$12.38	\$14.45
Second Cook	\$15.76	\$11.82	\$13.79
Third Cook	\$14.93	\$11.20	\$13.06
Pastry Cook	\$14.61	\$10.96	\$12.78
Salad/Sandwich	\$14.42	\$10.82	\$12.62
Cook's Helper	\$14.26	\$10.70	\$12.48
<b>PBX/Switchboard Department</b>			
Chief Switchboard Operator	\$14.37	\$10.78	\$12.57
Switchboard Operator	\$14.06	\$10.55	\$12.30
<b>Restaurant Department - Café</b>			
Host/Hostess	\$13.36	\$10.02	\$11.69
Busperson	\$12.43	\$9.32	\$10.88
Waitperson	\$10.34	\$7.76	\$9.05
<b>Room Service Department</b>			
Executive Bar Attendant	\$14.04	\$10.53	\$12.29
Cashier	\$13.95	\$10.46	\$12.21
Captain	\$11.30	\$8.48	\$9.89
Waitperson	\$10.31	\$7.73	\$9.02



HYATT REGENCY VANCOUVER (cont'd.)			
EFFECTIVE JULY 1, 2000			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
CLASSIFICATIONS			
<b>Stewards Department</b>			
Janitor	\$14.40	\$10.80	\$12.60
Steward	\$14.31	\$10.73	\$12.52
Dishwasher	\$13.95	\$10.46	\$12.21
<b>Storeroom/Receiving Department</b>			
Head Storekeeper	\$15.40	\$11.55	\$13.48
Storekeeper	\$14.76	\$11.07	\$12.92
<b>B &amp; G Provision Company</b>			
Sales Agent/Server	\$13.97	\$10.48	\$12.22

HYATT REGENCY VANCOUVER			
EFFECTIVE MAY 1, 2001			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Beverage Department			
First Mixerologist (Service)	\$16.93	\$12.70	\$14.81
Second Mixerologist (Service)	\$16.75	\$12.56	\$14.66
First Mixerologist	\$13.43	\$10.07	\$11.75
Second Mixerologist	\$13.25	\$9.94	\$11.59
Floorperson	\$15.87	\$11.90	\$13.89
Sandwich/Grill	\$14.94	\$11.21	\$13.07
Bar Porter - Service Bar	\$14.46	\$10.85	\$12.65
Waitperson	\$11.96	\$8.97	\$10.47
Food Waitperson	\$10.87	\$8.15	\$9.51
Service Employees			
<b>Accounting/Night Audit Department</b>			
Head Night Auditor	\$15.82	\$11.87	\$13.84
Night Auditor	\$15.44	\$11.58	\$13.51
<b>Banquets Department</b>			
Cashier	\$14.37	\$10.78	\$12.57
Head Houseperson	\$14.39	\$10.79	\$12.59
Houseperson	\$13.34	\$10.01	\$11.67
Waitperson	\$10.62	\$7.97	\$9.29
<b>Bell/Door Service Department</b>			
Head Bellperson	\$11.28	\$8.46	\$9.87
Bellperson	\$10.69	\$8.02	\$9.35
Door-person	\$10.69	\$8.02	\$9.35
<b>Dining Room Department - Fish &amp; Co.</b>			
Busperson	\$12.80	\$9.60	\$11.20
Waitperson	\$10.62	\$7.97	\$9.29
<b>Engineering Department</b>			
Maintenance (Electric)	\$18.95	\$14.21	\$16.58
Maintenance (Plumber)	\$18.08	\$13.56	\$15.82
Maintenance (Woodwork)	\$17.40	\$13.05	\$15.23
Maintenance (Minor Repair)	\$16.52	\$12.39	\$14.46
General Maintenance	\$15.85	\$11.89	\$13.87

HYATT REGENCY VANCOUVER (cont'd.)			
EFFECTIVE MAY 1, 2001			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Front Office Department			
Night Clerk	\$15.44	\$11.58	\$13.51
Senior Desk Clerk	\$15.29	\$11.47	\$13.38
Front Desk Clerk	\$14.74	\$11.06	\$12.90
Housekeeping Department			
Inspector/Inspectress	\$14.92	\$11.19	\$13.06
Tailor/Seamstress	\$14.84	\$11.13	\$12.99
Housekeeping House Attendant	\$14.83	\$11.12	\$12.98
Housekeeper	\$14.58	\$10.94	\$12.76
Linen Attendant	\$14.58	\$10.94	\$12.76
Laundry Attendant	\$14.51	\$10.88	\$12.70
Room Attendant	\$14.40	\$10.80	\$12.60
Kitchen Department			
First Cook	\$17.01	\$12.76	\$14.88
Second Cook	\$16.23	\$12.17	\$14.20
Third Cook	\$15.38	\$11.54	\$13.46
Pastry Cook	\$15.05	\$11.29	\$13.17
Salad/Sandwich	\$14.85	\$11.14	\$12.99
Cook's Helper	\$14.69	\$11.02	\$12.85
PBX/Switchboard Department			
Chief Switchboard Operator	\$14.80	\$11.10	\$12.95
Switchboard Operator	\$14.48	\$10.86	\$12.67
Restaurant Department - Café			
Host/Hostess	\$13.76	\$10.32	\$12.04
Busperson	\$12.80	\$9.60	\$11.20
Waitperson	\$10.65	\$7.99	\$9.32
Room Service Department			
Executive Bar Attendant	\$14.46	\$10.85	\$12.65
Cashier	\$14.37	\$10.78	\$12.57
Captain	\$11.64	\$8.73	\$10.19
Waitperson	\$10.62	\$7.97	\$9.29

HYATT REGENCY VANCOUVER (cont'd.)			
EFFECTIVE MAY 1, 2001			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
CLASSIFICATIONS			
Stewards Department			
Janitor	\$14.83	\$11.12	\$12.98
Steward	\$14.74	\$11.06	\$12.90
Dishwasher	\$14.37	\$10.78	\$12.57
Storeroom/Receiving Department			
Head Storekeeper	\$15.86	\$11.90	\$13.88
Storekeeper	\$15.20	\$11.40	\$13.30
B & G Provision Company			
Sales Agent/Server	\$14.39	\$10.79	\$12.59

HYATT REGENCY VANCOUVER			
EFFECTIVE JULY 1, 2002			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
<b>Beverage Department</b>			
First Mixerologist (Service)	\$17.44	\$13.08	\$15.26
Second Mixerologist (Service)	\$17.25	\$12.94	\$15.09
First Mixerologist	\$13.83	\$10.37	\$12.10
Second Mixerologist	\$13.65	\$10.24	\$11.94
Floor-person	\$16.35	\$12.26	\$14.31
Sandwich/Grill	\$15.39	\$11.54	\$13.47
Bar Porter - Service Bar	\$14.89	\$11.17	\$13.03
Waitperson	\$12.32	\$9.24	\$10.78
Food Waitperson	\$11.20	\$8.40	\$9.80
<b>Service Employees</b>			
<b>Accounting/Night Audit Department</b>			
Head Night Auditor	\$16.29	\$12.22	\$14.25
Night Auditor	\$15.90	\$11.93	\$13.91
<b>Banquets Department</b>			
C a s h i e r	\$14.80	\$11.10	\$12.95
Head Houseperson	\$14.82	\$11.12	\$12.97
Houseperson	\$13.74	\$10.31	\$12.02
Waitperson	\$10.94	\$8.21	\$9.57
<b>Bell/Door Service Department</b>			
Head Bellperson	\$11.62	\$8.72	\$10.17
Bellperson	\$11.01	\$8.26	\$9.63
Doorperson	\$11.01	\$8.26	\$9.63
<b>Dining Room Department - Fish &amp; Co.</b>			
Busperson	\$13.18	\$9.89	\$11.53
Waitperson	\$10.94	\$8.21	\$9.57
<b>Engineering Department</b>			
Maintenance (Electric)	\$19.52	\$14.64	\$17.08
Maintenance (Plumber)	\$18.62	\$13.97	\$16.29
Maintenance (Woodwork)	\$17.92	\$13.44	\$15.68
Maintenance (Minor Repair)	\$17.02	\$12.77	\$14.89
General Maintenance	\$16.33	\$12.25	\$14.29

HYATT REGENCY VANCOUVER (cont'd.)			
EFFECTIVE JULY 1, 2002			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
<b>Front Office Department</b>			
Night Clerk	\$15.90	\$11.93	\$13.91
Senior Desk Clerk	\$15.75	\$11.81	\$13.78
Front Desk Clerk	\$15.18	\$11.39	\$13.28
<b>Housekeeping Department</b>			
Inspector/Inspectress	\$15.37	\$11.53	\$13.45
Tailor/Seamstress	\$15.29	\$11.47	\$13.38
Housekeeping House Attendant	\$15.27	\$11.45	\$13.36
Housekeeper	\$15.02	\$11.27	\$13.14
Linen Attendant	\$15.02	\$11.27	\$13.14
Laundry Attendant	\$14.95	\$11.21	\$13.08
Room Attendant	\$14.83	\$11.12	\$12.98
<b>Kitchen Department</b>			
First Cook	\$17.52	\$13.14	\$15.33
Second Cook	\$16.72	\$12.54	\$14.63
Third Cook	\$15.84	\$11.88	\$13.86
Pastry Cook	\$15.50	\$11.63	\$13.56
Salad/Sandwich	\$15.30	\$11.48	\$13.39
Cook's Helper	\$15.13	\$11.35	\$13.24
<b>PBX/Switchboard Department</b>			
Chief Switchboard Operator	\$15.24	\$11.43	\$13.34
Switchboard Operator	\$14.91	\$11.18	\$13.05
<b>Restaurant Department - Cafe</b>			
Host/Hostess	\$14.17	\$10.63	\$12.40
Busperson	\$13.18	\$9.89	\$11.53
Waitperson	\$10.97	\$8.23	\$9.60
<b>Room Service Department</b>			
Executive Bar Attendant	\$14.89	\$11.17	\$13.03
Cashier	\$14.80	\$11.10	\$12.95
Captain	\$11.99	\$8.99	\$10.49
Waitperson	\$10.94	\$8.21	\$9.57

HYATT REGENCY VANCOUVER (cont'd.)			
EFFECTIVE JULY 1, 2002			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
<b>Stewards Department</b>			
Janitor	\$15.27	\$11.45	\$13.36
Steward	\$15.18	\$11.39	\$13.28
Dishwasher	\$14.80	\$11.10	\$12.95
<b>Storeroom/Receiving Department</b>			
Head Storekeeper	\$16.34	\$12.26	\$14.30
Storekeeper	\$15.66	\$11.75	\$13.70
<b>B &amp; G Provision Company</b>			
Sales Agent/Server	\$14.82	\$11.12	\$12.97

RENAISSANCE VANCOUVER HOTEL HARBOURSIDE			
EFFECTIVE JULY 1, 2000			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
CLASSIFICATIONS			
Lounge Employees			
Club Lounge Attendant	\$14.40	\$10.80	\$12.60
Second Mixerologist	\$12.72	\$9.54	\$11.13
Second Mixerologist (Service)	\$16.12	\$12.09	\$14.10
Cocktail Server	\$11.81	\$8.86	\$10.34
Server (Food Only)	\$10.74	\$8.06	\$9.40
Host/Hostess	\$14.40	\$10.80	\$12.60
Service Employees			
Desk Clerk	\$14.92	\$11.19	\$13.06
Night Desk Clerk	\$15.49	\$11.62	\$13.56
Night Auditor	\$15.49	\$11.62	\$13.56
Reservations Agent	\$14.92	\$11.19	\$13.06
Switchboard Operator	\$14.55	\$10.91	\$12.73
Room Controller	\$13.49	\$11.19	
Room Attendant	\$14.41	\$10.81	\$12.61
Lead Housekeeper	\$14.48	\$10.86	\$12.67
Head Houseperson	\$14.49	\$10.87	\$12.68
Laundry Help	\$14.41	\$10.81	\$12.61
Laundry Supervisor	\$14.61	\$10.95	\$12.78
Seamstress/Uniform Attendant	\$14.41	\$10.81	\$12.61
Bell Captain	\$10.70	\$8.02	\$9.36
Bell Person	\$10.23	\$7.67	\$8.95
Doorman	\$10.70	\$8.02	\$9.36
General Maintenance	\$16.62	\$12.46	\$14.54
Porter/Utility Janitor	\$14.34	\$10.76	\$12.55
Banquet Houseperson	\$10.92	\$8.19	\$9.56
Banquet Server	\$10.34	\$7.76	\$9.05
Banquet Captain	\$11.59	\$8.69	\$10.14
Houseperson	\$14.21	\$10.66	\$12.43
Houseperson (Nights)	\$14.34	\$10.76	\$12.55
Storeperson & Receiver	\$14.64	\$10.98	\$12.81
Purchaser & Receiver	\$15.94	\$11.96	\$13.95
Chef de Partie	\$16.89	\$12.67	\$14.78
1st Cook	\$16.08	\$12.06	\$14.07
2nd Cook	\$15.35	\$11.51	\$13.43
3rd Cook	\$14.54	\$10.90	\$12.72
Apprentice	\$13.68	\$10.26	\$11.97
Kitchen Helper	\$13.84	\$10.38	\$12.11
Dishwasher	\$14.22	\$10.66	\$12.44
Night Cleaner	\$14.34	\$10.76	\$12.55
Dishwasher Supervisor	\$14.50	\$10.88	\$12.69



RENAISSANCE VANCOUVER HOTEL HARBOURSIDE (cont'd.)			
EFFECTIVE JULY 1, 2000			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Service <b>Employees</b> (continued)			
<b>Server</b> (Restaurant)	\$10.34	\$7.76	\$9.05
Busperson (Restaurant)	\$12.51	\$9.38	\$10.94
Host/Hostess/Cashier (Restaurant)	\$14.40	\$10.80	\$12.60
Room Service Server	\$10.34	\$7.76	\$9.05
Room Service Captain	\$14.40	\$10.80	\$12.60
Mini Bar Attendant	\$13.86	\$10.40	\$12.13
Plantations Server/Cashier	\$12.92	\$9.69	\$11.31
Plantations Supervisor	\$13.84	\$10.38	\$12.11

RENAISSANCE VANCOUVER HOTEL HARBOURSIDE			
EFFECTIVE MAY 1, 2001			
	Job Rate	First 6	Second 8
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Lounge Employees			
Club Lounge Attendant	\$14.83	\$11.13	\$12.98
Second Mixerologist	\$13.10	\$9.83	\$11.46
Second Mixerologist (Service)	\$16.60	\$12.45	\$14.52
Cocktail Server	\$12.17	\$9.12	\$10.65
Server (Food Only)	\$11.06	\$8.30	\$9.68
Host/Hostess	\$14.83	\$11.13	\$12.98
Service Employees			
Desk Clerk	\$15.37	\$11.53	\$13.45
Night Desk Clerk	\$15.96	\$11.97	\$13.96
Night Auditor	\$15.96	\$11.97	\$13.96
Reservations Agent	\$15.37	\$11.53	\$13.45
Switchboard Operator	\$14.98	\$11.24	\$13.11
Room Controller	\$15.37	\$11.53	\$13.45
Room Attendant	\$14.84	\$11.13	\$12.99
Lead Housekeeper	\$14.92	\$11.19	\$13.05
Head Houseperson	\$14.93	\$11.20	\$13.06
Laundry Help	\$14.84	\$11.13	\$12.99
Laundry Supervisor	\$15.04	\$11.28	\$13.16
Seamstress/Uniform Attendant	\$14.84	\$11.13	\$12.99
Bell Captain	\$11.02	\$8.27	\$9.64
Bell Person	\$10.54	\$7.90	\$9.22
Doorperson	\$11.02	\$8.27	\$9.64
General Maintenance	\$17.11	\$12.84	\$14.97
Porter/Utility Janitor	\$14.77	\$11.08	\$12.93
Banquet Houseperson	\$11.25	\$8.44	\$9.85
Banquet Server	\$10.65	\$7.99	\$9.32
Banquet Captain	\$11.93	\$8.95	\$10.44
Houseperson	\$14.63	\$10.98	\$12.81
Houseperson (Nights)	\$14.77	\$11.08	\$12.93
Storeperson & Receiver	\$15.08	\$11.31	\$13.19
Purchaser & Receiver	\$16.42	\$12.32	\$14.37
Chef de Partie	\$17.40	\$13.05	\$15.22
1st Cook	\$16.56	\$12.42	\$14.49
2nd Cook	\$15.81	\$11.86	\$13.84
3rd Cook	\$14.97	\$11.23	\$13.10
Apprentice	\$14.09	\$10.57	\$12.33
Kitchen Helper	\$14.26	\$10.69	\$12.47
Dishwasher	\$14.65	\$10.98	\$12.81
Night Cleaner	\$14.77	\$11.08	\$12.93
Dishwasher Supervisor	\$14.94	\$11.20	\$13.07

RENAISSANCE VANCOUVER HOTEL HARBOURSIDE (cont'd.)			
EFFECTIVE MAY 1, 2001			
	Job Rate	<b>First 6</b>	Second 8
	Per Hour	Months	Months
CLASSIFICATIONS			
Service <b>Employees (continued)</b>			
Server (Restaurant)	\$10.65	\$7.99	I \$9.32
Busperson (Restaurant)	\$12.88	\$9.66	\$11.27
Host/ Hostess/Cashier (Restaurant)	\$14.83	\$11.13	\$12.98
Room Service <b>Server</b>	\$10.65	\$7.99	\$9.32
Room Service <b>Captain</b>	\$14.83	\$11.13	\$12.98
Mini Bar Attendant	\$14.28	\$10.71	\$12.49
Plantations Server/Cashier	\$13.31	\$9.98	\$11.65
Plantations <b>Supervisor</b>	\$14.26	\$10.69	\$12.47

RENAISSANCE VANCOUVER HOTEL HARBOURSIDE			
EFFECTIVE JULY 1, 2002			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
CLASSIFICATIONS			
Lounge Employees			
Club Lounge Attendant	\$15.28	\$11.46	\$13.37
Second Mixerologist	\$13.49	\$10.12	\$11.81
Second Mixerologist (Service)	\$17.10	\$12.82	\$14.96
Cocktail Server	\$12.53	\$9.40	\$10.96
Server (Food Only)	\$11.39	\$8.55	\$9.97
Host/Hostess	\$15.28	\$11.46	\$13.37
Service Employees			
Desk Clerk	\$15.83	\$11.87	\$13.85
Night Desk Clerk	\$16.44	\$12.33	\$14.38
Night Auditor	\$16.44	\$12.33	\$14.38
Reservations Agent	\$15.83	\$11.87	\$13.85
Switchboard Operator	\$15.43	\$11.57	\$13.50
Room Controller	\$15.83	\$11.87	\$13.85
Room Attendant	\$15.29	\$11.47	\$13.38
Lead Housekeeper	\$15.37	\$11.52	\$13.45
Head Houseperson	\$15.38	\$11.53	\$13.45
Laundry Help	\$15.29	\$11.47	\$13.38
Laundry Supervisor	\$15.50	\$11.62	\$13.56
Seamstress/Uniform Attendant	\$15.29	\$11.47	\$13.38
Bell Captain	\$11.35	\$8.51	\$9.93
Bell Person	\$10.85	\$8.14	\$9.50
Doorperson	\$11.35	\$8.51	\$9.93
General Maintenance	\$17.63	\$13.22	\$15.42
Porter/Utility Janitor	\$15.21	\$11.41	\$13.31
Banquet Houseperson	\$11.59	\$8.69	\$10.14
Banquet Server	\$10.97	\$8.23	\$9.60
Banquet Captain	\$12.29	\$9.22	\$10.76
Houseperson	\$15.07	\$11.31	\$13.19
Houseperson (Nights)	\$15.21	\$11.41	\$13.31
Storeperson & Receiver	\$15.53	\$11.65	\$13.59
Purchaser & Receiver	\$16.91	\$12.69	\$14.80
Chef de Partie	\$17.92	\$13.44	\$15.68
1st Cook	\$17.05	\$12.79	\$14.92
2nd Cook	\$16.29	\$12.21	\$14.25
3rd Cook	\$15.42	\$11.57	\$13.49
Apprentice	\$14.51	\$10.88	\$12.70
Kitchen Helper	\$14.68	\$11.01	\$12.85
Dishwasher	\$15.08	\$11.31	\$13.20
Night Cleaner	\$15.21	\$11.41	\$13.31
Dishwasher Supervisor	\$15.39	\$11.54	\$13.46

RENAISSANCE VANCOUVER HOTEL HARBOURSIDE (cont'd.)			
EFFECTIVE JULY 1, 2002			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Service Employees (continued)			
Server (Restaurant)	\$10.97	\$8.23	\$9.60
Busperson (Restaurant)	\$13.27	\$9.95	\$11.61
Host/Hostess/Cashier (Restaurant)	\$15.28	\$11.46	\$13.37
Room Service Server	\$10.97	\$8.23	\$9.60
Room Service Captain	\$15.28	\$11.46	\$13.37
Mini Bar Attendant	\$14.71	\$11.03	\$12.87
Plantations Server/Cashier	\$13.71	\$10.28	\$12.00
Plantations Supervisor	\$14.68	\$11.01	\$12.85

THE WESTIN BAYSHORE RESORT & MARINA			
EFFECTIVE JULY 1, 2000			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Lounge Employees			
1 st Bartender	\$12.89	\$9.67	\$11.28
2nd Bartender	\$12.72	\$9.54	\$11.13
1 st Service Bartender	\$16.28	\$12.21	\$14.24
2nd Service Bartender	\$16.12	\$12.09	\$14.10
Server	\$11.81	\$8.86	\$10.34
Service Employees			
Reservations Agent	\$14.58	\$10.93	\$12.75
Night Auditor/Front Office Agent	\$15.49	\$11.62	\$13.56
Night Auditor	\$14.74	\$11.05	\$12.90
Accountant	\$15.31	\$11.48	\$13.40
Accountinn Agent	\$14.36	\$10.77	\$12.57
A.R./P.R. Operator	\$14.55	\$10.91	\$12.73
Administrative Assistant	\$14.74	\$11.05	\$12.90
Payroll Agent	\$15.07	\$11.30	\$13.18
Front Office Agent (Senior)	\$15.12	\$11.34	\$13.23
Front Office Agent	\$14.61	\$10.95	\$12.78
Door Person	\$10.97	\$8.22	\$9.59
Night Supervisor	\$15.87	\$11.90	\$13.89
Housekeeping Lead	\$14.65	\$10.99	\$12.82
Linen Room Assistant & Seamstress	\$14.59	\$10.94	\$12.76
Room Attendant	\$14.54	\$10.90	\$12.72
(Window Washer	\$14.93	\$11.20	\$13.07
Maintenance Worker - General	\$16.88	\$12.66	\$14.77
Maintenance Worker - Lead	\$17.55	\$13.17	\$15.36
Houseperson - Assisting Room Attendant	\$14.61	\$10.95	\$12.78
Night Cleaner - Housekeeping	\$14.77	\$11.08	\$12.92
Lifeguard	\$14.52	\$10.89	\$12.71
Pool Attendant	\$14.61	\$10.95	\$12.78
Painter	\$16.88	\$12.66	\$14.77
Painter's Helper	\$14.89	\$11.17	\$13.03
Storekeeper	\$15.31	\$11.48	\$13.40
Storekeeper's Helper	\$14.39	\$10.79	\$12.59
Cashier/Host/Hostess	\$14.76	\$11.07	\$12.91
Banquet Captain	\$11.89	\$8.92	\$10.41
Server	\$10.46	\$7.84	\$9.15
Banquet Server (Regular)	\$10.53	\$7.89	\$9.21
Banquet Server (Extra)	\$9.98	\$7.48	\$8.73
Bus Person (Banquets)	\$10.82	\$8.12	\$9.47
Bus Person	\$12.75	\$9.56	\$11.16
1st Cook	\$16.39	\$12.29	\$14.34
Sauce Cook	\$15.97	\$11.98	\$13.98
Fry Cook	\$15.38	\$11.54	\$13.46
Cook's Helper	\$14.63	\$10.97	\$12.80
Vegetable Cook	\$15.07	\$11.30	\$13.18

THE WESTIN BAYSHORE RESORT & MARINA (cont'd)			
EFFECTIVE JULY 1, 2000			
	Job Rats	First 6	Second 6
	Per Hour.	Months	Months
CLASSIFICATIONS			
Service Employees (continued)			
Butcher	\$15.82	\$11.87	\$13.84
Pastry Chef	\$15.97	\$11.98	\$13.98
Pantry Person	\$14.63	\$10.97	\$12.80
Steward Lead	\$14.84	\$11.13	\$12.99
Steward	\$14.63	\$10.97	\$12.80
Night Cleaner	\$14.72	\$11.04	\$12.88
Dishwasher	\$14.58	\$10.93	\$12.75
Cafeteria Attendant	\$14.58	\$10.93	\$12.75
Refreshment Centre Attendant	\$13.49	\$10.12	\$11.81
Carpenter	\$16.88	\$12.66	\$14.77
Service Express Attendant			
-General, Lobby, Service	\$10.56	\$7.92	\$9.24
-Valet	\$14.61	\$10.95	\$12.78
Service Express Agent	\$14.77	\$11.08	\$12.92
Service Express Agent - Concierge	\$14.77	\$11.08	\$12.92

THE WESTIN BAYSHORE RESORT & MARINA			
EFFECTIVE MAY 1, 2001			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Lounge Employees			
1 st Bartender	\$13.28	\$9.96	\$11.62
2nd Bartender	\$13.10	\$9.83	\$11.46
1 st Service Bartender	\$16.77	\$12.58	\$14.67
2nd Service Bartender	\$16.60	\$12.45	\$14.52
Server	\$12.17	\$9.12	\$10.65
Service Employees			
<b>Reservations Agent</b>	\$15.01	\$11.26	\$13.14
Night Auditor/Front Office Agent	\$15.96	\$11.97	\$13.96
Night Auditor	\$15.18	\$11.39	\$13.28
Accountant	\$15.77	\$11.83	\$13.80
Accounting Agent	\$14.79	\$11.09	\$12.94
A.R./P.R. Operator	\$14.98	\$11.24	\$13.11
Administrative Assistant	\$15.18	\$11.39	\$13.28
Payroll Agent	\$15.52	\$11.64	\$13.58
Front Office Agent (Senior)	\$15.57	\$11.68	\$13.62
Front Office Agent	\$15.04	\$11.28	\$13.16
Door Person	\$11.29	\$8.47	\$9.88
Night Supervisor	\$16.35	\$12.26	\$14.30
Housekeeping Lead	\$15.09	\$11.31	\$13.20
Linen Room Assistant & Seamstress	\$15.02	\$11.27	\$13.15
Room Attendant	\$14.97	\$11.23	\$13.10
Window Washer	\$15.38	\$11.54	\$13.46
Maintenance Worker - General	\$17.39	\$13.04	\$15.21
Maintenance Worker - Lead	\$18.08	\$13.56	\$15.82
Houseperson - Assisting Room Attendant	\$15.04	\$11.28	\$13.16
Night Cleaner - Housekeeping	\$15.21	\$11.41	\$13.31
Lifeguard	\$14.96	\$11.22	\$13.09
Pool Attendant	\$15.04	\$11.28	\$13.16
Painter	\$17.39	\$13.04	\$15.21
Painter's Helper	\$15.34	\$11.50	\$13.42
Storekeeper	\$15.77	\$11.83	\$13.80
Storekeeper's Helper	\$14.82	\$11.12	\$12.97
Cashier/Host/Hostess	\$15.20	\$11.40	\$13.30
Banquet Captain	\$12.25	\$9.19	\$10.72
Server	\$10.77	\$8.08	\$9.42
Banquet Server (Regular)	\$10.84	\$8.13	\$9.49
Banquet Server (Extra)	\$10.27	\$7.71	\$8.99
Bus Person (Banquets)	\$11.15	\$8.36	\$9.75
Bus Person	\$13.13	\$9.85	\$11.49
1 st Cook	\$16.88	\$12.66	\$14.77
Sauce Cook	\$16.45	\$12.34	\$14.40
Fry Cook	\$15.84	\$11.88	\$13.86
Cook's Helper	\$15.07	\$11.30	\$13.18
Vegetable Cook	\$15.52	\$11.64	\$13.58



<b>THE WESTIN BAYSHORE RESORT &amp; MARINA (cont'd)</b>			
<b>EFFECTIVE MAY 1, 2001</b>			
	<b>Job Rate</b>	<b>First 6</b>	<b>Second 6</b>
	<b>Per Hour</b>	<b>Months</b>	<b>Months</b>
<b>CLASSIFICATIONS</b>			
<b>Service Employees (continued)</b>			
Butcher	\$16.29	\$12.22	\$14.26
Pastry Chef	\$16.45	\$12.34	\$14.40
Pantry Person	\$15.07	\$11.30	\$13.18
Steward Lead	\$15.29	\$11.46	\$13.38
Steward	\$15.07	\$11.30	\$13.18
Night Cleaner	\$15.16	\$11.37	\$13.27
Dishwasher	\$15.01	\$11.26	\$13.14
Cafeteria Attendant	\$15.01	\$11.26	\$13.14
Refreshment Centre Attendant	\$13.90	\$10.42	\$12.16
Carpenter	\$17.39	\$13.04	\$15.21
Service Express Attendant			
-General, Lobby, Service	\$10.87	\$8.16	\$9.51
-Valet	\$15.04	\$11.28	\$13.16
Service Express Agent	\$15.21	\$11.41	\$13.31
Service Express Agent - Concierge	\$15.21	\$11.41	\$13.31

THE WESTIN BAYSHORE RESORT & MARINA			
EFFECTIVE JULY 1, 2002			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
<b>CLASSIFICATIONS</b>			
Lounge Employees			
1st Bartender	\$13.68	\$10.26	\$11.97
2nd Bartender	\$13.49	\$10.12	\$11.81
1st Service Bartender	\$17.27	\$12.95	\$15.11
2nd Service Bartender	\$17.10	\$12.82	\$14.96
Server	\$12.53	\$9.40	\$10.96
<b>Service Employees</b>			
Reservations Agent	\$15.46	\$11.60	\$13.53
Night Auditor/Front Office Agent	\$16.44	\$12.33	\$14.38
Night Auditor	\$15.64	\$11.73	\$13.68
Accountant	\$16.24	\$12.18	\$14.21
Accounting Agent	\$15.24	\$11.43	\$13.33
A.R./P.R. Operator	\$15.43	\$11.57	\$13.50
Administrative Assistant	\$15.64	\$11.73	\$13.68
Payroll Agent	\$15.98	\$11.99	\$13.99
Front Office Agent (Senior)	\$16.04	\$12.03	\$14.03
Front Office Agent	\$15.50	\$11.62	\$13.56
Door Person	\$11.63	\$8.72	\$10.18
Night Supervisor	\$16.84	\$12.63	\$14.73
Housekeeping Lead	\$15.54	\$11.65	\$13.60
Linen Room Assistant & Seamstress	\$15.47	\$11.61	\$13.54
Room Attendant	\$15.42	\$11.57	\$13.49
Window Washer	\$15.84	\$11.88	\$13.86
Maintenance Worker - General	\$17.91	\$13.43	\$15.67
Maintenance Worker - Lead	\$18.62	\$13.97	\$16.30
Houseperson - Assisting Room Attendant	\$15.50	\$11.62	\$13.56
Night Cleaner - Housekeeping	\$15.67	\$11.75	\$13.71
Lifeguard	\$15.41	\$11.56	\$13.48
Pool Attendant	\$15.50	\$11.62	\$13.56
Painter	\$17.91	\$13.43	\$15.67
Painter's Helper	\$15.80	\$11.85	\$13.82
Storekeeper	\$16.24	\$12.18	\$14.21
Storekeeper's Helper	\$15.27	\$11.45	\$13.36
Cashier/Host/Hostess	\$15.66	\$11.74	\$13.70
Banquet Captain	\$12.62	\$9.46	\$11.04
Server	\$11.09	\$8.32	\$9.71
Banquet Server (Regular)	\$11.17	\$8.38	\$9.77
Banquet Server (Extra)	\$10.58	\$7.94	\$9.26
Bus Person (Banquets)	\$11.48	\$8.61	\$10.05
Bus Person	\$13.53	\$10.14	\$11.84
1st Cook	\$17.39	\$13.04	\$15.22
Sauce Cook	\$16.95	\$12.71	\$14.83
Fry Cook	\$16.32	\$12.24	\$14.28
Cook's Helper	\$15.52	\$11.64	\$13.58
Vegetable Cook	\$15.98	\$11.99	\$13.99

THE WESTIN BAYSHORE RESORT & MARINA (cont'd)			
EFFECTIVE JULY 1, 2002			
	Job Rate	First 6	Second 6
	Per Hour	Months	Months
CLASSIFICATIONS			
Service <b>Employees</b> (continued)			
Butcher	\$16.78	\$12.59	\$14.69
Pastry Chef	\$16.95	\$12.71	\$14.83
Pantry Person	\$15.52	\$11.64	\$13.58
Steward Lead	\$15.74	\$11.81	\$13.78
Steward	\$15.52	\$11.64	\$13.58
Night Cleaner	\$15.61	\$11.71	\$13.66
Dishwasher	\$15.46	\$11.60	\$13.53
Cafeteria Attendant	\$15.46	\$11.60	\$13.53
Refreshment Centre Attendant	\$14.32	\$10.74	\$12.53
Carpenter	\$17.91	\$13.43	\$15.67
Service Express Attendant			
-General. Lobby. Service	\$11.20	\$8.40	\$9.80
-Valet	\$15.50	\$11.62	\$13.56
Service Express Agent	\$15.67	\$11.75	\$13.71
Service Express Agent - Concierge	\$15.67	\$11.75	\$13.71

THIS IS THE APPENDIX 3 TO THE **1998-2000** COLLECTIVE AGREEMENT  
**-BETWEEN-**  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
**-AND-**  
HOTEL, RESTAURANT & CULINARY EMPLOYEES' & BARTENDERS' UNION,  
LOCAL **40**

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For the purposes of Article 9.1.05(d) of the Agreement, the work week shall, for the respective individual Hotels, be specifically defined as follows.

**DELTA VANCOUVER AIRPORT HOTEL & MARINA:**

12.01 a.m. Sunday to 11.59 p.m. Saturday

**FOUR SEASONS HOTEL:**

12.01 a.m. Monday to 11.59 p.m. Sunday

**HOLIDAY INN VANCOUVER CENTRE:**

12.01 a.m. Saturday to 11.59 p.m. Friday

**HYATT REGENCY VANCOUVER:**

12.01 a.m. Monday to 11.59 p.m. Sunday

**RENAISSANCE VANCOUVER HOTEL HARBOURSIDE:**

12.01 a.m. Sunday to 11.59 p.m. Saturday

**THE WESTIN BAYSHORE:**

12.01 a.m. Sunday to 11.59 p.m. Saturday

THIS IS THE APPENDIX 4 TO THE 1998-2000 COLLECTIVE AGREEMENT  
-BETWEEN-  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
- AND -  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND BARTENDERS  
UNION, LOCAL 40

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MATERNITY LEAVE  
[Reference: Article 16.05(a)]

Part 7 of the Employment Standards Act of British Columbia, S.B.C. 1980, Chapter 10, with subsequent amendments to the date of the execution of this Agreement, is reproduced below for reference purposes.

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PART 7

MATERNITY LEAVE

Maternity leave

- 51.(1) An employee, on her written request supported by a certificate of a medical practitioner stating that the **employee** is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of 18 consecutive weeks or a shorter period if the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.
- (2) Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of 6 weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (3) A request for a shorter period under subsection (2) must be given in writing to the employer at least one week before the date that the employee indicates she intends to **return** to work and **the employee** must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work,
- (4) Where an employee gives birth or a pregnancy is terminated before a request for leave is made under subsection (1), the employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a **period** of 6 consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

## APPENDIX 4 (Continued)

- (5) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of 6 consecutive **weeks**.

### Employer may require employee to take leave

52. An employer may require an employee to commence a leave of absence under section 51 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

### Employment deemed continuous

53. The services of an employee who is absent from work in accordance with this Part shall be considered continuous for the purpose of sections 36, 37 and Part 5 and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where
- (a) the employer pays the total cost of the plan, or
  - (b) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the employer and the employee.

### Reinstatement

- 54.(1) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Part shall be reinstated in all respects by the employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- (2) Where the employer has suspended or discontinued operations during the leave of absence granted under this Part and has not resumed operations on the expiry of the leave of absence, the employer shall, on resumption of operations and subject to seniority provisions in a Collective Agreement, comply with subsection (1).

## APPENDIX 4 (Continued)

### Prohibition

55.(1) An employer shall not

- (a) terminate an employee, or
- (b) change a condition of employment of an employee without the employee's written consent

because of an absence **authorized** by this Part or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this Part.

(2) The burden of proving that

- (a) the termination of an employee, or
- (b) a change in a condition of employment of the employee without the employee's written consent

is not because of an absence **authorized** by this Part or because of an employee's pregnancy, is on the employer.

### Board's power

56. Where an officer is satisfied that an employer has contravened this Part, the officer may make one or more orders requiring the employer to do one or more of the following:

- (a) comply with this Part;
- (b) remedy or cease doing an act;
- (c) hire or reinstate a person and pay her any wages lost by reason of the contravention;
- (d) pay a person compensation instead of reinstating her.

THIS IS THE APPENDIX 5 TO THE **1998-2000** COLLECTIVE AGREEMENT  
-BETWEEN-  
GREATER **VANCOUVER** HOTEL EMPLOYERS ASSOCIATION  
-AND-  
HOTEL, RESTAURANT & CULINARY EMPLOYEES' & BARTENDERS' UNION,  
LOCAL **40**

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The maximum number of employees who may be granted Regular status in the Employers' Banquet departments at any one time, shall be as follows:

Delta Vancouver Airport Hotel & Marina  
Servers - **5**, Housepersons - **4**, Bartenders - **1**;

Four Seasons Hotel  
Servers - **13**;

Holiday Inn Vancouver Centre  
Servers - **3**;

Hyatt Regency Vancouver  
Servers - **40**;

Renaissance Vancouver Hotel Harbourside  
Servers - **7**;

The **Westin Bayshore**  
Servers - **6**.

1. With respect to the Delta Vancouver Airport Hotel & Marina, Four Seasons Hotel and Hyatt Regency Vancouver, any one or more of the above numbers may be reduced by the unilateral action of the Employer, but only if and when one or more of the stipulated number of Regular positions has or have been vacated by the incumbent(s).
2. With respect to the Delta Vancouver Airport Hotel & Marina, it is agreed that its Banquet department may employ up to 10 Regular Servers, six Regular Housepersons and three Regular Bartenders, providing that no such employee who terminates his employment **after** March 1, 1997, may be replaced until such time as the total number of Regular employees employed in his classification, has been reduced below the stipulated number.



APPENDIX 5 (Continued)

3. With respect to the Hyatt Regency Vancouver, the maximum number of Servers may be reduced by the unilateral action of the Employer, but only if and when one or more of the stipulated number of Regular positions has or have been vacated by the incumbent(s).
5. With respect to the Hyatt Regency Vancouver, the Employer commenced on February 17, 1997 employing only 30 Regular Servers, and although the Employer has the unilateral right to employ up to 40 Regular Servers, it agrees to notify the Union at least two (2) weeks in advance of implementation, of its intention to increase the number above that which is established at that time.

Those who, on February 17, 1997, regardless of whether or not they were qualified for Regular status, applied ~~therefor~~ and who fell between numbers 31 and 40 in terms of seniority, both numbers inclusive, were placed on a waiting list, and are entitled to the benefits set forth in Paragraph 6 below.

6. If a vacancy occurs among the Regular Servers in the Hyatt Regency Vancouver's Banquet department, it shall be offered first to the most senior of the Part-Time employees on the waiting list referred to in Paragraph 5 above. Any such employee on the waiting list who declines an offer of regular status, shall be removed from the list immediately, and shall no longer be eligible for the entitlement set forth in this Paragraph.

Any employee who attains Regular status pursuant to the provision contained in this Paragraph 6, shall be granted a Regular seniority start date that coincides with the date of his transfer to Regular status.

LETTER OF UNDERSTANDING #1  
between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND-  
BARTENDERS' UNION, LOCAL 40

CONTRACTED SERVICES  
(Reference: Article 2.04)


This Letter of Understanding serves to qualify the language contained in Article 2.04 of the 2000-2003 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 any GVHEA hotel prior to March 13, 1995.

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 GVHEA to the Union by covering letter dated March 13, 1995.

Any new contract entered into by any GVHEA 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 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.

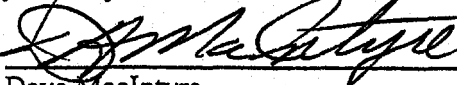
HOSPITALITY INDUSTRIAL RELATIONS



Jack Butterworth  
Chairman of the Board



Klaus Jacobsen  
Secretary of the Board



Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40



Nick Worhaug  
President/Administrator.



Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

  
Rolf Osterwalder  
GVHEA Chairperson

  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #1  
Contracted Services (Continued)

March 13, 1995

Mr. Nick Worhaug  
President/Administrator  
Hotel, Restaurant & Culinary Employees'  
& Bartenders' Union, Local 40  
100 - 4853 East Hastings Street  
Burnaby, B.C. V5C 2L1

Dear Sir:

**Re: Article 2.04 of the Agreement: Contracted Services**

I am enclosing a List of Contracts for each of the seven GVHEA hotels which sets out the areas which it is agreed by the parties should be protected from the provisions of Article 2.04, pursuant to the Letter of Understanding that is appended to the Agreement.

The said List of Contracts is identical to the List that was protected by the 1991-1995 and 1988-1991 Agreements, and set out in Graham Leslie's letter dated February 6, 1989, except for the addition at this time, by mutual consent, of "Window Washing" at Delta Vancouver Airport Hotel & Marina.

Where the Employers have entered into contracts in other areas which are not included in the above list, those contracts do not relate to work that comes under the jurisdiction of the Union.

None of the seven GVHEA Employers intends to change its historical use of external services or forces, and no hotel will use external contracts to erode the scope of the existing certified bargaining unit.

Yours very truly,

Joann Pfeifer  
GVHEA Chairman

Encl.

LETTER OF UNDERSTANDING #1  
Contracted Services (Continued)

"LIST OF CONTRACTS" FILED PURSUANT TO THE LETTER DATED  
MARCH 13, 1995 FROM JOANN PFEIFER TO NICK WORHAUG--1

DELTA PACIFIC RESORT & CONFERENCE CENTRE:

Security

Laundry, Dry Cleaning and Valet  
Night Cleaning  
Maintenance and Engineering Services  
Transportation Services  
Flowers, Plants and Grounds Maintenance  
Music and Entertainment

DELTA VANCOUVER AIRPORT HOTEL & MARINA:

Security

Laundry, Dry Cleaning and Valet  
Transportation Services  
Maintenance and Engineering Services  
Music and Entertainment  
Flowers, Plants and Grounds Maintenance  
Window Washing

FOUR SEASONS HOTEL:

Security

Laundry and Dry Cleaning  
Maintenance and Engineering Services  
Transportation Services  
Music and Entertainment  
Flowers, Plants and Grounds Maintenance

HOLIDAY INN VANCOUVER CENTRE:

Security

Laundry and Dry Cleaning  
Maintenance and Engineering Services  
Flowers, Plants and Grounds Maintenance  
Music and Entertainment  
Parking and Garage  
Health Spa and Fitness Club  
Transportation Services . .

LETTER OF UNDERSTANDING #1  
Contracted Services (Continued)

“LIST OF CONTRACTS” FILED PURSUANT TO THE LETTER DATED  
MARCH 13, 1995 FROM JOANN **PFEIFER** TO NICK **WORHAUG** - 2

HYATT REGENCY VANCOUVER:

Security  
Laundry and Dry Cleaning  
Maintenance and Engineering Services  
Transportation Services  
Music and Entertainment  
Flowers, Plants and Grounds Maintenance  
Night **Cleaning**

RENAISSANCE VANCOUVER HOTEL HARBOURSIDE:

Security  
Guest Dry Cleaning and Laundry  
Cleaning of Staff **Uniforms**  
Laundry of Food and Beverage Table Linens  
Maintenance and Engineering  
Flowers, Plants and Grounds Maintenance  
Music and Entertainment  
Transportation Services

THE **WESTIN** BAYSHORE:

Security  
Parking **and** Valet Attendants  
Maintenance **and** Engineering Services  
Transportation Services  
Music **and** Entertainment  
Flowers, Plants and Grounds Maintenance  
Laundry, Dry Cleaning and Valet

LETTER OF UNDERSTANDING #2

between

**GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION**

and

**HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, LOCAL 40**

CONTRACTING OUT AND TECHNOLOGICAL CHANGE

(Reference: Articles **2.04, 6.01** and **23.01**)

While fully **recognizing** the rights and obligations contained in Articles 2.04, 6.01 and 23.01 of the collective agreement, the Union also **recognizes** the fact that the Employers are in a continual state of competition for available business, and have an urgent need to keep up with technological advances, and the Employers also **recognize** their long-term obligation to their employees in the face of the rapidly changing technology that affects the workplace.

In the interest of **maximizing** the opportunity for the parties to work together to adjust to the forces of change, they agree that either one of them may at any time approach the other in order to initiate a discussion regarding possible or actual introduction of a change in methods of operation, or regarding the possible or actual introduction of different products or services, where the introduction of the change results in, or is considered likely to result in loss of employment for bargaining unit employees.

By mutual consent at any time, the parties may agree to use the services of one of their optional investigators or one of their troubleshooters, in order to take mutual advantage of third party fact finding, investigation or mediation.

In any case where it becomes necessary to displace existing employees, the parties will diligently seek opportunities to retrain such employees for other positions within their bargaining unit.

LETTER OF UNDERSTANDING #2  
Contracting Out and Technological Changes (Continued)

It is clearly understood that in any case where an Employer introduces new methods of operation or new products or services, the Union and individual employees will retain the right to grieve, if they believe that any such introduction contravenes the terms of the Collective Agreement.

It is agreed that this Letter of Understanding may not be introduced or referred to in any judicial or grievance arbitration proceedings dealing with Contracting Out or Technological Change.

DATED this 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.


HOSPITALITY INDUSTRIAL RELATIONS

  
\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

  
\_\_\_\_\_  
Klaus Jacobsen  
Secretary of the Board

  
\_\_\_\_\_  
Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
\_\_\_\_\_  
Nick Worhaug  
President/Administrator

\_\_\_\_\_  
Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #3  
between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, LOCAL 40

OPTIONAL INVESTIGATOR PROCEDURE

[Reference: Article 21.06(d)]

The parties have agreed that for the period July 28, 2000 to and including June 30, 2003, the following persons will be recognized as the "investigators" for purposes of the optional investigator procedure:

Ken Albertini	Judi Korbin
Paul Devine	Stan Lanyon
James Dorsey	Joan McEwen
Brian Foley	Vince Ready
Stephen Kelleher	

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 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY INDUSTRIAL RELATIONS


HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
\_\_\_\_\_

Jack Butterworth  
Chairman of the Board

  
\_\_\_\_\_

Nick Worhaug  
President/Administrator

  
\_\_\_\_\_

Klaus Jacobsen  
Secretary of the Board

\_\_\_\_\_

Jim Pearson  
Business Manager

  
\_\_\_\_\_

Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_

Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_

Ruy Paes-Braga  
GVHEA Vice-Chairperson



LETTER OF UNDERSTANDING #4  
between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, **LOCAL 40**

HYATT REGENCY VANCOUVER


(Reference: Article 9)

This Letter of Understanding serves to qualify the current Collective Agreement in general, and Article 9 thereof in particular, by incorporating into it the substance of the award of Arbitrator Bruce H. McColl, QC. which was published on April 10, 1987 in the matter of a dispute between Hyatt Regency Hotel and the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40.

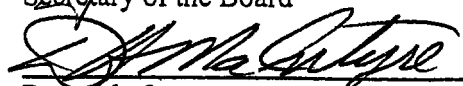
It is agreed between the parties that until such time as the Collective Agreement is specifically amended for the explicit purpose of altering the terms of the said award of the Arbitrator, its terms will prevail and will be applied in the interpretation and in the administration of the Collective Agreement.

DATED this 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.


HOSPITALITY INDUSTRIAL RELATIONS

  
\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

  
\_\_\_\_\_  
Klaus Jacobsen  
Secretary of the Board

  
\_\_\_\_\_  
Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
\_\_\_\_\_  
Nick Worhaug  
President/Administrator

\_\_\_\_\_  
Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #5

between

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

and

HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, LOCAL 40

WORKLOAD OF ROOM ATTENDANTS

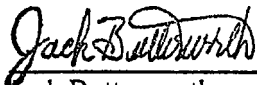
During the term of the new Agreement, the Employers will undertake to continue implementing the following measures in recognition of the concerns expressed by the Union with respect to the working conditions of Room Attendants:

- (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, each Employer will hold a meeting every six (6) 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 or another member of the hotel's Executive Committee.
- (c) In any case where a room attendant is required
  - (i) to work an eight (8) hour shift;
  - (ii) to clean a full quota of rooms on more than two (2) floors; and
  - (iii) to move her supplies by cart from floor to floor, she shall be relieved of responsibility for one (1) room.

LETTER OF UNDERSTANDING #5  
Workload of Room Attendants (Continued)

DATED this 12<sup>02</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.

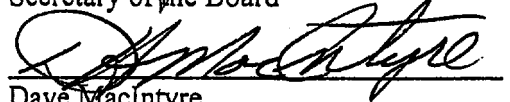
HOSPITALITY INDUSTRIAL RELATIONS



Jack Butterworth  
Chairman of the Board

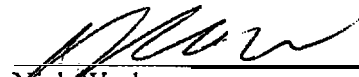


Klaus Jacobsen  
Secretary of the Board



Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40



Nick Worhaug  
President/Administrator

\_\_\_\_\_  
Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #6

between

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

and


HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, LOCAL 40

AIDS, ALCOHOL AND OTHER SUBSTANCE ABUSE

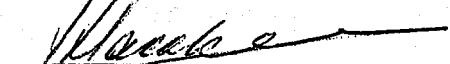
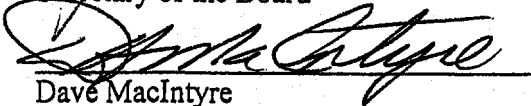
A joint GVHEA-Local 40 Committee shall be established as soon as possible following ratification of the new Agreement for the purpose of identifying the various existing measures which are being taken by the Union and by the Employers in order to deal with the problems of AIDS, alcohol abuse and other substance abuse, and for the further purpose of considering what further or improved measures might be taken in order to deal with such problems. An attempt will be made to establish common policy guidelines for all GVHEA hotels, but if such is not possible, the parties will attempt to establish individual policies at each hotel.

DATED this 20th of December, 2000 at the City of Vancouver in the Province of British Columbia.


HOSPITALITY INDUSTRIAL RELATIONS



Jack Butterworth  
Chairman of the Board

  
Klaus Jacobsen  
Secretary of the Board  
Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
Nick Worhaug  
President/Administrator  
Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

  
Rolf Osterwalder  
GVHEA Chairperson  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #7

between

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

and

HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, LOCAL 40

POSTING OF BARGAINING UNIT POSITIONS

The GVHEA Employers undertake, wherever feasible, and with as few exceptions as possible, to provide the maximum possible notice of bargaining unit position vacancies by the posting of notices.

The purpose of this undertaking is to provide existing employees who are interested in advancement or in being transferred to other departments, with the opportunity to know as often and as soon as possible what specific opportunities become available.

It is clearly understood by both parties that the GVHEA Employers in giving this undertaking, will from time to time be faced with situations which make it impossible to provide adequate, or indeed any notice to interested employees.

By the same token the GVHEA Employers are already aware of the interest of many of their existing employees in promotional and transfer opportunities, and would hope and expect that those of their employees who have such interests, would continue to make those interests known to their Employer without awaiting the actual vacating of a position by another employee.

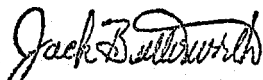
LETTER OF UNDERSTANDING #7  
Posting of Bargaining Unit Positions (Continued)

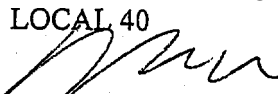
Wherever an Employer provides notice of a vacancy in accordance with this undertaking, that notice will identify the position by its classification and its department, the pay rate for the classification, an approximation of the available hours, where possible; and any other information which the Employer considers relevant or useful regarding the working conditions. All such notices shall state that the position is open to male and female employees.

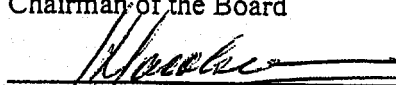
DATED this 20<sup>th</sup> of December, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY INDUSTRIAL RELATIONS

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION

  
\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

LOCAL 40 LOCAL 40  
  
\_\_\_\_\_  
Nick Worhaug  
President/Administrator

  
\_\_\_\_\_  
Klaus Jacobsen  
Secretary of the Board

\_\_\_\_\_  
Jim Pearson  
Business Manager

  
\_\_\_\_\_  
Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #8

between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, LOCAL 40

SPLIT DAYS OFF FOR SERVICE EMPLOYEES AND WORK ON THE  
SIXTH DAY IN ANY WEEK: PROHIBITION AGAINST BANKROLLING

Notwithstanding the provisions of Article 9.01(a)(ii) which limit an employee's working days to not more than five (5) in any seven (7) day period, and also notwithstanding the provisions of Article 9.06(a) which entitle all service employees to receive two (2) consecutive days off in each seven (7) days, and furthermore notwithstanding the provisions of Article 21 of this Agreement, it is mutually agreed between the parties that in the event an employee files notice of a grievance alleging that he/she was required by his Employer either to work at straight time on his/her sixth day in any week or to split his/her two (2) consecutive days off in any week, his/her claim to be paid at double time either for the hours worked on his/her sixth day up to a maximum of forty (40), or for the hours worked on the day which would have been his/her second consecutive day off, will be limited to any such hours worked by him/her during the pay period immediately preceding the date on which he/she filed notice of his grievance under the provisions of Article 21.02(b).


DATED this 20th of December, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY INDUSTRIAL RELATIONS


HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

  
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Nick Worhaug  
President/Administrator

  
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Secretary of the Board

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Dave MacIntyre  
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GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

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Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #9

between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT & CULINARY EMPLOYEES' AND BARTENDERS'  
UNION, LOCAL 40

HYATT REGENCY VANCOUVER - BANQUET SERVER EXTRAS

(Reference: Article 4)

1. Any employee who is engaged as a Banquet Server for the first time, shall, prior to commencing his employment, sign an **authorization** of check-off form in accordance with the requirements of Article 4.03(a).
2. Any such employee who believes that the number of hours of work available to him /her is very limited, may, with the consent of the Employer, elect to be covered by a Union permit, in which case the employee will not be required to pay an initiation fee to the Union.
3. There shall be no limit on the number of employees who elect to be covered by a Union permit or the length of time any one such employee may be covered.
4. Any employee covered by a Union permit shall be paid at the hourly rate of \$10.00, net only of the appropriate income tax and other statutory deductions. No part of the \$10.00 may be paid from the bargaining unit gratuity pool.
5. In the case of employees covered by a Union permit, the Employer shall be required to pay to the Union a Permit fee of One Dollar (\$1.00) for each hour worked by such employees, and the minimum amount of monthly dues as stipulated by the Union's current dues schedule.
6. For any month in which one or more employees covered by a Union permit, actually worked, the Employer shall at the time of remitting the required amount of Union dues and Permit fees, provide the Union with a statement in writing which shall list the names of those on whose behalf Union dues are being remitted, and the number of hours worked during the month by all employees covered by Union permits.

..



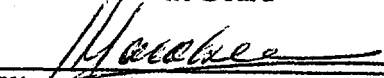
LETTER OF UNDERSTANDING, #9  
Hyatt Regency Vancouver-Banquet Server Extras (Art. 4) (Continued)

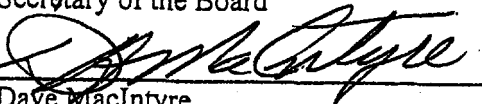
7. In the case of employees covered by a Union permit, the Employer shall not be required to pay any contributions to the Health Care Plan, Pension Plan or any Additional Union Assessment.
8. Employees covered by a Union permit are not entitled to receive any portion of the bargaining unit gratuity and service charge pool, and the Employer is not entitled to divert any portion of such pool to defray the cost of paying the Union permit fees.
9. At any time, an employee covered by a Union permit may apply to be initiated or reinstated into membership in the Union. From such time forth, the Employer will be required to deduct and to remit to the Union, the fee currently applicable in the particular situation, together with the appropriate amounts for Health Care, Pension and Additional Union Assessment, and will no longer be required to remit a Union permit fee.

DATED this 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.

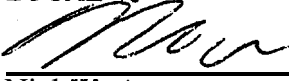
HOSPITALITY INDUSTRIAL RELATIONS

  
\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

  
\_\_\_\_\_  
Klaus Jacobsen  
Secretary of the Board

  
\_\_\_\_\_  
Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
\_\_\_\_\_  
Nick Worhaug  
President/Administrator

\_\_\_\_\_  
Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

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Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #10  
between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT & CULINARY EMPLOYEES' AND BARTENDERS'  
UNION, LOCAL 40

EMPLOYEE'S RESPONSIBILITY: WORK START TIME  
(Reference Article 9.11)

In connection with the added responsibility which employees covered by this Agreement will assume, pursuant to Article 9.11(b), the mutual understandings reached by the parties during the 1991 round of negotiations regarding employee familiarization with work schedules, are summarized below.

All employees will know the approximate time when the weekly or bi-weekly work schedules are posted in their respective departments. They will be expected, if at work, to review those schedules themselves.

For any employee who is not scheduled to work between the time when his own work schedule is posted and the time of the first shift assigned to him under the new work schedule, he will be expected to obtain the necessary information in any of the following ways:

- (1) by requesting a co-worker to survey the new work schedule on his behalf, and to notify him of the shifts assigned to him on the new work schedule;
- (2) by travelling personally to his place of work in order to survey the new work schedule; or
- (3) by speaking directly in person to his supervisor via telephone in order to request details of the first shift assigned to him on the new work schedule,

Those employees who choose to familiarize themselves with their new work schedules by telephoning their supervisors, will be expected to telephone during the normal working hours, but should make every effort to avoid making those calls at times of the day when the supervisor is likely to be particularly occupied in giving service to his customers.

LETTER OF UNDERSTANDING #10  
Employee's Responsibility: Work Start Time (Art 9.11) (Continued)

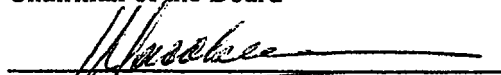
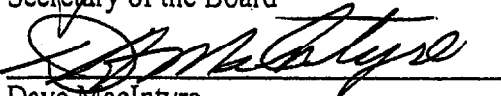
Regardless, however, of which way an individual employee chooses to become familiar with his work schedule, and particularly in those cases where the employee chooses to rely upon a co-worker for the requisite information, each individual employee is deemed to retain the overall responsibility set forth in Article 9.11 of the Agreement.

DATED this 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.


HOSPITALITY INDUSTRIAL RELATIONS



Jack Butterworth  
Chairman of the Board

  
Klaus Jacobsen  
Secretary of the Board  
Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
Nick Worhaug  
President/Administrator  
Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

  
Rolf Osterwalder  
GVHEA Chairperson.  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #11

between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT & CULINARY EMPLOYEES' AND BARTENDERS'  
UNION, LOCAL 40

POSSIBLE INTRODUCTION OF GOVERNMENT PROGRAMS

(Reference: Article 15.14)

In the event the Government of British Columbia were to introduce legislation requiring the Employers covered by this Agreement to make financial contributions towards the provision of services currently provided by the B.C. Medical Services Plan or by either of the Dental or Extended Health Care Plans provided by the Trustees of the Health Care Plan referred to in Article 15 of this Agreement, it is agreed that the following steps will be followed by the parties to this Agreement.

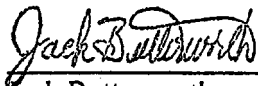
1. Representatives of the parties to this Agreement will meet with the Administrator of the GVHEA/Local 40 Health Care Plan, in order to be advised of the hourly amount of the Employer contributions which is used to pay the cost of any such plan which has been made the subject of legislated employer contributions.
2. With effect from the date when any legislated **employer-financed** contributions are commenced, the Employer contributions made to the Health Care Plan pursuant to Article 15 of this Agreement, shall be reduced by the amount agreed to by the parties, following such advice as will have been provided by the Plan Administrator.
3. In the event of a failure on the part of the parties to agree upon the amount or the effective date of any reduction in Employer contributions to the Health Care Plan, either party may refer the matter to a single arbitrator who shall be selected by them from among the list of Optional Investigators named in the Letter of Understanding which is attached to, and which forms a **part** of their Collective Agreement.

LETTER OF UNDERSTANDING #11  
Possible Introduction of Government Programs (Art. 15.14) (Continued)

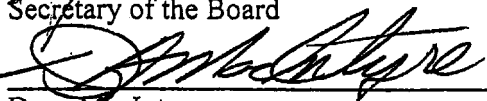
4. Application of the provisions of Paragraphs I, 2 and 3 above, may not result in a reduction below the level of benefits provided by the Health Care Plan at the time the reduced Employer contributions come into effect.

DATED this 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.


HOSPITALITY INDUSTRIAL RELATIONS

  
\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

  
\_\_\_\_\_  
Klaus Jacobsen  
Secretary of the Board

  
\_\_\_\_\_  
Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
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GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

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Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #12  
between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT & CULINARY EMPLOYEES' AND BARTENDERS'  
UNION, LOCAL 40

GRIEVANCE PROCEDURE - PRESUMPTION OF INNOCENCE

On a continuing basis from July 28, 2000 until 11.59 p.m. on June 30, 2003, the Employer will be entitled to discipline an employee by imposing certain penalties on him that may be deferred either (a) if the employee files a grievance, until after the grievance procedure has been exhausted, or (b) if the employee does not file a grievance, until after the fourteen (14) day period for filing a grievance has expired.

The penalties that qualify under this procedure, are suspensions without pay and non-culpable dismissals.

This new procedure will be an alternative to the normal procedure, under which an employee serves a penalty as soon as it has been imposed, then grieves if he wishes to do so, and possibly has the penalty reduced later.

Under the new procedure, the Employer will be required to notify an affected employee in writing both of its decision to impose a deferred penalty on him, and also of the precise extent of the penalty.

A copy of the written notification will be sent to the Union simultaneously, and that notification will so indicate. The letter will also draw the' attention of the employee to this Letter of Understanding.

LETTER OF UNDERSTANDING #12  
Grievance Procedure – **Presumption** of Innocence (Continued)

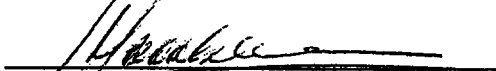
If an employee disagrees with the deferred disciplinary penalty imposed by the Employer in his case, and chooses to grieve it, notice in writing of the grievance must be filed with a person designated by the Employer, within fourteen (14) calendar days of the day when the employee received the Employer's written notification of its decision to impose the deferred penalty on him.

DATED this 20<sup>th</sup> of December, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY INDUSTRIAL RELATIONS



J&k Butterworth  
Chairman of the Board



Klaus Jacobsen  
Secretary of the Board



Dave MacIntyre  
Director

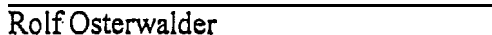
HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40



Nick Worhaug  
President/Administrator

  
Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

  
Rolf Osterwalder  
GVHEA Chairperson  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #13

between

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

and

HOTEL, RESTAURANT & CULINARY EMPLOYEES' AND BARTENDERS'  
UNION, LOCAL 40

PROVISIONS FOR BREAKING SENIORITY TIES

In any instance where the Employer starts up a new facility, the highest seniority ranking amongst employees in the new facility shall be granted to the employee having the earliest seniority start date in the department in which the facility is situated; or, as between two or more employees who are transferred into such department **from** other departments of the Hotel, the highest seniority ranking shall be granted to the employee having the earliest seniority start date in the department from which he was transferred; or, if two or more employees possess identical departmental seniority start dates, the highest seniority **ranking** shall be granted to the employee having the earliest hotel seniority start date.

In any instance where two or more employees are transferred into an existing facility, the highest seniority ranking shall be granted to the employee having the earliest seniority start date in the department in which the facility is situated; or, as between employees who are transferred into such department from other departments of the Hotel, the highest seniority ranking shall be granted to the employee having the earliest seniority start date in the department from which he was transferred; or, if two or more employees possess identical departmental seniority start dates, the highest seniority ranking shall be granted to the employee having the earliest hotel seniority start date.

In all of the above instances, existing employees shall be granted higher seniority ranking than newly hired employees.




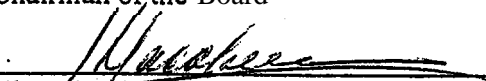
LETTER OF UNDERSTANDING #13  
Provisions for Breaking Seniority Ties (Continued)

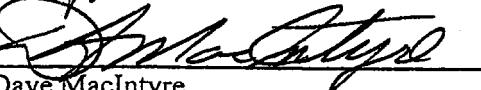
In any of the above instances, where a tie remains between two or more employees, such tie shall be broken in favour of the employee whose birthday occurs on the earliest day of the earliest month of whichever year each one was born. Thus, one born on March 6, 1966 would be granted higher seniority ranking than one born on April 3, 1962.

DATED this 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.

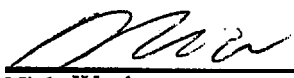
HOSPITALITY INDUSTRIAL RELATIONS

  
\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

  
\_\_\_\_\_  
Klaus Jacobsen  
Secretary of the Board

  
\_\_\_\_\_  
Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
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Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

## LETTER OF UNDERSTANDING #14

between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT & CULINARY EMPLOYEES' AND BARTENDERS'  
UNION, LOCAL 40

### RETIREMENT POLICIES

On behalf of its individual members, the Association agrees that as soon as possible following the ratification of a new collective agreement, each one will formulate and publicize a retirement policy **containing the** following principles.

1. The normal retirement age for all employees will be **65**.
2. At some point during an employee's **65th** year, but in any event no later than three months prior to his **65th** birthday, the Employer will in writing advise the employee of his forthcoming **65th** birthday, and will request the employee to complete a declaration **form** that will indicate whether or not the employee wishes to have his employment extended beyond his **65th** birthday.
3. The declaration form shall state quite clearly that in a case where the employee opts to continue working beyond his **65th** birthday, that option will be made subject to a determination by the **Employer** that the employee retains the ability to continue performing the full measure of the duties of his position.
4. An employee who receives from his Employer the written advice referred to in Paragraph 2, will be required to return his completed declaration form to the Employer, within one (1) calendar month of the date **he received it**,
5. In any case where an employee declares his intention to remain employed beyond his **65th** birthday, the Employer shall in writing acknowledge his election, and, if the Employer has determined that the employee possesses the capacity to perform the full measure of the duties of his position, shall specify the period of such extended employment which may be for any period up to **twelve (12)** months.
6. In any case where an employee declares his intention to remain employed beyond his **65th** birthday, but the Employer determines that the employee does not possess the capacity to perform the full measure of the duties of his position, the Employer shall notify the employee in writing of such determination within two (2) weeks of receiving the employee's completed **declaration form**, and shall simultaneously **draw** the attention of the employee to this Letter of Understanding.

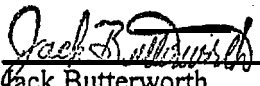
LETTER OF UNDERSTANDING #14

Retirement Policies (Continued)

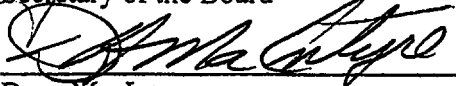
7. In the case of any employee who, at the time the renewed Collective Agreement is ratified, had already attained the age of 65 years, both the Employer and the employee shall conform with the requirements of paragraphs 1 to 6 above which shall be applied to the year in question and to the employee's immediately following birthday.
8. In any case where an Employer has extended an employee's period of employment beyond his 65th birthday, the same procedures as are outlined in Paragraphs 1 to 6 herein, shall be followed by both the Employer and the employee with respect to each succeeding extended period.
9. In any case where an Employer has extended an employee's period of employment beyond his 65th birthday, the employee shall be advised that he will be subject to an ongoing review and evaluation of his performance.
10. In any case where an employee who elected to remain employed beyond his 65th birthday or beyond any extended period thereafter, is denied the opportunity to continue working by his Employer, and is of the opinion that he retains the capacity to perform the full measure of the duties of his position, he shall be entitled to lodge a grievance pursuant to the procedure contained in Article 21 of the Agreement, within fourteen (14) calendar days of the date when he receives the Employer's notification to that effect.

DATED this 20<sup>th</sup> of December, 2000 at the City of Vancouver in the Province of British Columbia.

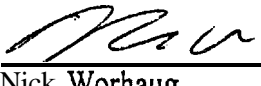
HOSPITALITY INDUSTRIAL RELATIONS

  
\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

  
\_\_\_\_\_  
Klaus Jacobsen  
Secretary of the Board

  
\_\_\_\_\_  
Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
\_\_\_\_\_  
Nick Worhaug  
President/Administrator

\_\_\_\_\_  
Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

## LETTER OF UNDERSTANDING #15

between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, LOCAL 40

### THE WESTIN BAYSHORE: INTRODUCTION OF SERVICE EXPRESS

1. Effective on May 31, 1994, Appendix 1 to the Collective Agreement between the Hotel and the Union shall be amended by adding to the list of Departments for the Hotel the following: Service Express.
2. All employees who on May 31, 1994 occupy positions that are classified as Bell Person, Door Person or Concierge in the Guest Services Department; as Cashier, Server or Refreshment Centre Attendant in the Room Service Department; or as Chief Telephone Operator or Switchboard Operator in the Telephones Department; and those employees occupying positions that are classified as House Person in the Housekeeping Department, and whose names are listed in the Appendix 2 that is attached to this Letter of Understanding, shall be transferred into the new Service Express Department with effect from June 1, 1994.
3. Those of the employees referred to in Paragraph 2 above who occupy positions in the classifications of Server and Bell Person shall be reclassified as Service Express Attendants, carrying their seniority rights in accordance with the provisions of the Appendix 1 that is attached to this Letter of Understanding.
4. Those of the employees referred to in Paragraph 2 above who occupy positions in the classifications of Cashier, Chief Telephone Operator and Switchboard Operator shall be reclassified as Service Express Agents, carrying their seniority rights in accordance with the provisions of the Appendix 3 that is attached to this Letter of Understanding.
5. Emily Urata whose position is classified as Concierge, shall be reclassified as Service Express Agent (Info), carrying her existing seniority rights intact.

LETTER OF UNDERSTANDING #15  
The **Westin** Bayshore: Introduction of Service Express (**Continued**)

6. Those employees whose positions are classified as House Person in the Housekeeping Department, and whose names are listed in the Appendix 2 that is attached to this Letter of Understanding, shall be reclassified as Service Express Attendants (Valet), carrying their existing seniority rights intact.
7. Those of the employees referred to in Paragraph 2 above who occupy positions in the classifications of Door Person and Refreshment Centre Attendant shall maintain their existing classifications, carrying their existing seniority rights intact.
8. Notwithstanding all the earlier references to seniority rights, it is understood and agreed that for the purposes of Article 14.06 of the Collective Agreement, a minimum of two employees within the new Department shall be entitled to be absent on annual vacation at any one time during each annual vacation year.

ESTABLISHMENT OF A NEW CLASSIFICATION OF SERVICE  
EXPRESS ATTENDANT

1. Effective June 1, 1994, the 20 employees listed on the attached Appendix 1, will be transferred from their respective current departments of Guest Services and Room Service to the new Service Express Department (the "new Department"), and effective the same date will be reclassified from their respective current classifications of Bell Person and Server to the new classification of Service Express Attendant.
2. For the purpose of scheduling shifts and for any other purposes where classification seniority of employees is a factor, effective June 1, 1994, the aforesaid employees will be separated into two groups, namely Service Express Attendants (Lobby) and Service Express Attendants (Service), as set forth in the Appendix 1.
3. Effective April 27, 1994, any new employee transferred or hired into the new Department as a Service Express Attendant, shall for the purposes set out in Paragraph 2 above, be allocated to a third group, namely Service Express Attendant (General), and shall be paid at an hourly wage rate based on a job rate of Nine Dollars and Ten Cents (\$9.10).

LETTER OF UNDERSTANDING #15  
The **Westin** Bayshore: Introduction of Service Express (Continued)

4. Subject only to the provisions contained in Paragraphs 6 and 7 below, each Service Express Attendant (Lobby) shall, for the first 11 full working weeks immediately following June 1, 1994, continue to perform all those duties currently assigned to employees classified as Bell Persons, and shall be paid therefor at the hourly wage rate of Nine Dollars and Ten Cents (\$9.10).
5. Subject only to the provisions contained in Paragraphs 6 and 7 below, each Service Express Attendant (Service) shall, for the first 11 full working weeks immediately following June 1, 1994, continue to perform all those duties currently assigned to employees classified as Room Service Servers, and shall be paid therefor at the hourly wage rate of Nine Dollars and Ten Cents (\$9.10).
6. During the 11 full working weeks immediately following June 1, 1994, each of the 20 employees listed on the attached Appendix 1, shall for one entire working week be assigned to work as a trainee in the other group than the one to which he/she will have been assigned for purposes of seniority.

For example, each Service Express Attendant (Lobby) will be assigned to train as a Room Server for one entire week, and each Service Express Attendant (Service) will be assigned to train as a Bell Person for one entire week.

7. During the 11 full working weeks immediately following June 1, 1994, an employee who has completed the cross-training referred to in Paragraph 6 above, may be required at any time during the course of any shift, to perform any duty of the other group; as assigned.
8. Effective the commencement of the twelfth full working week immediately following June 1, 1994, each Service Express Attendant will be assigned at the start of each daily shift to work from one of the two departmental bases of operation, i.e. the Lobby or the Service area, but will be required on an ongoing basis during each shift to perform any duty of either group, as assigned.
9. Effective the commencement of the twelfth full working week following June 1, 1994, each regular Service Express Attendant whose name is listed on the attached Appendix 1, will be guaranteed an average of at least three (3) shifts per week during any period of continuous full employment, based in the area in which he/she maintains his/her group seniority, but this guarantee does not apply to employees transferred or hired into the new Department after April 27, 1994.

LETTER OF UNDERSTANDING #15  
The **Westin** Bayshore: Introduction of Service Express (Continued)

10. In September, December, March and June of every year, any employee who is covered by Paragraph 9, and who wishes to protest the Hotel's failure to provide the guaranteed number of shifts during the immediately preceding three months, shall be required to notify the Hotel in writing of that fact, and with respect to any three-month period for which no such notification was served by an employee, the Hotel's obligation shall be waived for that period.
11. During the 11 full working weeks immediately following June 1, 1994, gratuities earned by the 11 employees listed in Appendix 1 who will continue for that period of time to be based in the Lobby, shall be distributed amongst them in whatever manner they decide is equitable.
12. During the 11 full working weeks immediately following June 1, 1994, gratuities earned by the nine employees listed in Appendix 1 who will continue for that period of time to be based in the Service area, shall be distributed amongst them in whatever manner they decide is equitable.
13. Effective from the start of the twelfth full working week immediately following June 1, 1994, gratuities earned by all Service Express Attendants shall be distributed amongst them in whatever manner is deemed acceptable to a majority of the members of each of the two original groups, i.e. (Lobby) and (Service) in separate votes which shall be conducted by secret ballot under the auspices and direction of the Union.
14. If no method of gratuity distribution acceptable to a majority of the members of both groups has been arrived at by July 15, 1994, the matter shall be referred to a single arbitrator who shall be selected by the Union, who shall be required to determine the issue of an equitable method for distributing gratuities amongst all Service Express Attendants, whose decision will be required before the end of the tenth week immediately following June 1, 1994, and whose decision shall be final and binding on all concerned with effect from the commencement of the twelfth full week immediately following June 1, 1994.
15. In the event of the absence of any of the 20 employees listed in Appendix 1, during the 11 full working weeks immediately following June 1, 1994, the Hotel may extend the period of 11 weeks set aside for cross-training by the amount of time necessary to provide the said cross-training for all such employees.

..f?

## LETTER OF UNDERSTANDING #15

### The Westin Bayshore: Introduction of Service Express (Continued)

16. If an extension to the 11-weeks period of time becomes necessary, all other time limits mentioned in this Agreement, will be adjusted accordingly. ..
17. Effective June 1, 1994, the three employees listed on the attached Appendix 2, will be transferred from their current department of Housekeeping to the new Service Express Department, and effective the same date will be reclassified from their current classification of House Person (Valet) to the new classification of Service Express Attendant (Valet).

The said employees will remain as parts of a separate non-gratuity classification for the purpose of scheduling shifts and for any other purposes where classification seniority of employees is a factor, and will retain an hourly wage rate of Twelve Dollars and Fifty-one Cents (\$12.51).
18. The new Service Express Attendants (Valet) will not be subjected to any additional training, and will not be required to perform the duties normally assigned to the other Service Express Attendants.
19. Effective June 1, 1994, all Service Express Attendants other than those who will have been reclassified as Service Express Attendants (Valet), may be required at any time to perform duties of pickup and delivery which are normally performed by Service Express Attendants (Valet).
20. This agreement, having been ratified by the Hotel's General Manager and by the Union, after full consultation with all employees affected by its terms binds all parties with effect from June 1, 1994.

### ESTABLISHMENT OF A NEW CLASSIFICATION OF SERVICE EXPRESS AGENT

1. Effective June 1, 1994, the 14 employees listed on the attached Appendix 3, will be transferred from their respective current departments of Telephones and Room Service to the new Service Express Department (the "new Department"), and, subject to the provisions of Paragraphs 4 and 5 below, they will be reclassified effective the same date from their respective current classifications of Chief Telephone Operator, Telephone Operator and Cashier to the new classification of Service Express Agent.



LETTER OF UNDERSTANDING #15  
The Westin Bayshore: Introduction of Service Express (Continued)

2. The relative seniority amongst the new Service Express Agents will be governed by the seniority each one had accumulated in his/her previous classification.
3. The hourly wage rate for the classification of Service Express Agent shall be based on a job rate of Twelve Dollars and Sixty-four Cents (\$12.64), effective from June 1, 1994.
4. For as long as the Hotel retains a separate Telephones operation, Elizabeth Duce will be permitted by an exercise of her seniority rights to retain her current position of Chief Telephone Operator at the hourly wage rate of Twelve Dollars and Seventy-eight Cents (\$12.78).
5. For as long as the Hotel retains a separate Telephones operation, as many of the current Telephone Operators as are able to be retained in the continuing Telephone Switchboard operation, will be permitted by an exercise of their seniority rights to retain their current positions at the hourly wage rate of Twelve Dollars and Fifty-one Cents (\$12.51).
6. It is the current intention of the Hotel to amalgamate the functions of the Telephone Switchboard with those of the new Service Express Command Centre as soon as funding becomes available for the rewiring that is required for that purpose. When such amalgamation has been completed, the Hotel will not be required to honour the arrangements set out in Paragraphs 4 and 5.
7. Notwithstanding the foregoing provisions of Paragraphs 4 and 5, any employee who elects to remain in the Telephone Switchboard operation, shall be required
  - (a) to undergo the training necessary to equip him/her to act as a Service Express Agent from time to time, and
  - (b) to accept assignments as a Service Express Agent whenever circumstances dictate the need therefor.
8. Emily Urata will be transferred to the new Department, and reclassified as a Service Express Agent (Info), effective June 1, 1994, retaining her hourly wage rate of Twelve Dollars and Sixty-four Cents (\$12.64).

LETTER OF UNDERSTANDING #15  
The **Westin** Bayshore: Introduction of Service Express (Continued)

9. Emily Urata will continue as a part of a separate non-gratuity classification for the purpose of scheduling shifts and for any other purposes where classification seniority of employees is a factor.
10. Emily Urata will be given an opportunity to obtain the further training to equip her to function as a Service Express Agent, if she so wishes, but she will not be required to perform the duties normally assigned to other Service Express Agents, unless she elects to do so.
11. This agreement, having been ratified by the Hotel's General Manager and by the Union, after full consultation with all employees affected by its terms, binds all parties with effect from June 1, 1994.

LETTER OF UNDERSTANDING #15  
The Westin Bayshore: Introduction of Service Express (Continued)

APPENDIX 1

NAME	-----CLASSIFICATION-----		SENIORITY
	FORMER	NEW	
WONG, Larry	Bell Person	Attendant (Lobby)	07/12/61
CHEW, Richard	Bell Person	Attendant (Lobby)	03/08/68
MAH, Fred	Bell Person	Attendant (Lobby)	12/09/69
CHOW, Jim	Bell Person	Attendant (Lobby)	12/28/72
CHAN, Robert	Bell Person	Attendant (Lobby)	09/15/74
NG, Thomas	Bell Person	Attendant (Lobby)	08/15/80
WARDROP, Dan	Bell Person	Attendant (Lobby)	07/23/86
ROHRLACK, Greg	Bell Person	Attendant (Lobby)	02/28/90
GABALDON, Roberto	Bell Person	Attendant (Lobby)	06/26/90
KETTERINGHAM, Todd	Bell Person	Attendant (Lobby)	05/29/92
MARTE, Abe	Bell Person	Attendant (Lobby)	04/27/93
SAUVAIN, Roger	Server	Attendant (Server)	12/11/69
LAM, Herbert	Server	Attendant (Server)	04/20/75
SIT, Michael	Server	Attendant (Server)	08/29/81
OGLIVE, Dave	Server	Attendant (Server)	02/28/89
DRAKE, Patricia	Server	Attendant (Server)	05/09/89
IGUALADA, Theo	Server	Attendant (Server)	03/09/91
BEIK-HOSSEINI, Tom	Server	Attendant (Server)	04/11/93
HODGENS, Barry	Server	Attendant (Server)PT	
LANGFORD, Doug	Server	Attendant (Server)PT	

“Attendant” is a short version of Service Express Attendant

LETTER OF UNDERSTANDING #15  
 The Westin Bayshore: Introduction of Service Express (Continued)

APPENDIX 2

NAME	-----CLASSIFICATION-----		SENIORITY
	FORMER	NEW	
KRISHNAN, Raj	House Person	Attendant (Valet)	09/09/70
SHULMAN, Victor	House Person	Attendant (Valet)	07/29/81
POLANSKI, Mark	House Person	Attendant (Valet)	04/25/90

“Attendant” is a short version of Service Express Attendant

LETTER OF UNDERSTANDING #15  
The Westin Bayshore: Introduction of Service Express (Continued)

APPENDIX 3

NAME	-----CLASSIFICATION-----		SENIORITY
	FORMER	NEW	
JETMUNDSON, Rose	Cashier	Agent	07/07/69
DUCE, Elizabeth	Chief Telephone Op.	Agent	04/14/73
COURSON, Arvina	Switchboard Operator	Agent	08/19/79
REINHARDT, Ruth	Switchboard Operator	Agent	09/16/80
GREENLAY, Evelyn	Switchboard Operator	Agent	09/17/80
TASAKA, Hayako	Switchboard Operator	Agent	09/28/83
CLIFFORD, Brian	Cashier	Agent	07/13/85
BEAUDRY, Marie	Switchboard Operator	Agent	02/09/88
BARROSO, Florida	Switchboard Operator	Agent	07/24/89
MANI, Reshmi	Switchboard Operator	Agent	02/19/90
REINHARDT, Katarina	Switchboard Operator	Agent	02/26/90
GRAHAM, Hidemi	Cashier	Agent	07/19/91
REDDY, Priscilla	Switchboard Operator	Agent	09/17/92
JUDD, Darren	Cashier	Agent	03/13/94
URATA, Emily	Concierge	Agent (Info)	12/26/88

"Agent" is a shortened version of Service Express Agent

DATED this 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY INDUSTRIAL RELATIONS

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION



Jack Butterworth  
Chairman of the Board



Klaus Jacobsen  
Secretary of the Board



Dave MacIntyre  
Director

\_\_\_\_\_

President/Administrator

Jim Pearson  
Business Manager

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

## LETTER OF UNDERSTANDING #16

between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, LOCAL 40

### ROOM ATTENDANTS - OTHER MATTERS

#### 1. Rest Periods

It has been claimed that some Room Attendants frequently forego rest periods and/or meal breaks, and that in some cases employees feel pressured by their supervisors to do so, while in other cases 'they choose to do so voluntarily;

Regardless of the reason, the seven GVHEA General Managers unanimously wish to record their view that (1) it is totally unacceptable for their Room Attendants or any of their other employees to forego their rest periods and their meal breaks without being properly compensated in accordance with the provisions of Article 9 of the Agreement; (2) they will make it clear to their subordinate managers and supervisors that the practice is unacceptable; and (3) they will each take steps to ensure that all of their employees are made aware of their policy in this regard. This policy will be stated in a letter from the GVHEA Chair to the President of Local 40. The statement of the GVHEA General Managers is based on the fact that they are serious about the obligations they assume when they sign a collective agreement, and because they are concerned about the safety and well-being of their employees in general, and of their Room Attendants in particular.

#### 2. Communications.

In order to 'improve the quality of communications between Room Attendants and their managers and supervisors, a special effort will be made to encourage the appointment of effective Shop Stewards in all Housekeeping Departments, and. to provide them with the ongoing training contemplated elsewhere by the parties.

#### 3. Semi-Annual Meetings

It is also mutually agreed that the semi-annual meetings between Room Attendants, Local 40 representatives and hotel management contemplated by the Letter of Understanding headed **WORKLOAD OF ROOM ATTENDANTS**, will be revived in all the GVHEA hotels during the term of the Agreement.

LETTER OF UNDERSTANDING #16  
Room Attendants – Other Matters (Continued)

4. Relief from Full-Time Duties

The parties **recognize** that the work of Room Attendants is onerous and tedious, and that there are many good reasons why individual employees may wish to be given opportunities to receive some form of relief from time to time. Therefore it is agreed that in appropriate cases and for, specific periods of time to be agreed on by the General Manager and the Union President, Room Attendants may be granted either shorter daily shifts or fewer weekly shifts. For this purpose, specific language has been inserted into the Agreement as a new Article 9.1.08.

5. The Training of New Room Attendants

It is agreed that the practice which has been in effect at most GVHEA hotels since their respective dates of opening, and which enables trainees at varying stages of their initial probationary periods to clean rooms on their own, has often deprived existing employees of hours of work to which they otherwise would have been entitled by virtue of their greater seniority.

To whatever extent the practice has previously been the case, it shall be discontinued effective July 1, 1998.

A new system covering all Room Attendants hired on or after July 1, 1998, has been established by mutual agreement between the GVHEA and Local 40. Under the terms of the new system, no existing employee will lose any hours of work to which her seniority entitles her.

6. New System for Training of New Room Attendants

It having been agreed by the parties that it is essential for newly hired Room Attendants to be provided with opportunities to work independently during their initial training period, and it having been also agreed that it is inappropriate for other more senior employees to be deprived of hours of work and pay in order to accommodate the training of the newly hired Room Attendants, therefore the parties have agreed to establish a new system that will come into effect on July 1, 1998, and that will provide the necessary training opportunities without a resulting loss of hours or pay by existing employees.

- (a) Effective July 1, 1998, new Room Attendants will be entitled to clean rooms on their own for such period of time as the Employer decides is necessary and is in accordance with the Employer's past practice. The hours which otherwise would have been assigned to senior employees, will be recorded for future use by others.

LETTER OF UNDERSTANDING #16  
Room Attendants -- Other Matters (Continued)

- (b) In the first year of operation of this new system, any senior employees who are displaced by the new trainees, will be assigned auxiliary work in their housekeeping department equal to the number of hours which they gave up to the new trainees, and they will be paid for such auxiliary work at their normal hourly rate. The auxiliary work referred to herein will be consistent with the tasks regularly assigned to Room Attendants, and the volume of such work will relate reasonably to the normal duties of a Room Attendant.
- (c) In succeeding years, new Room Attendant trainees will be entitled to clean rooms on their own for such period of time as is determined by the Employer to be necessary, and their hours of independent work will given to them at the expense of those employees who had previously benefited from this provision to the extent of the hours that had been recorded in their trainee years. To whatever extent the number of available hours is insufficient for the purpose of training new Room Attendants in any given year, the additional hours will be provided by displacing senior employees who will be assigned auxiliary work under the same conditions as are set out above.
- (d) No Room Attendant will be required to repay her hours of independent work beyond the conclusion of her third year of continuous employment as a Room Attendant.
- (e) Each new Room Attendant will be required as a condition of employment to execute a form of agreement which shall be designed jointly by the GVHEA and the Union, and which will include an undertaking by the employee to repay the hours of independent work which she was assigned as a trainee.
- (f) Effective July 1, 1998, any hours of work which become available as the result of a leave **authorized** pursuant to the provisions of **Article 9.1.08** of the Agreement, will be recorded and may be **utilized** by the Employer for the purpose of permitting Room Attendant trainees to clean rooms on their own. No senior employee who otherwise might have been entitled to grieve the loss of these hours, will be acknowledged to have cause for a grievance.



LETTER OF UNDERSTANDING #16  
Room Attendants – Other Matters (Continued)

- (g) When providing new Room Attendant trainees with hours of independent work, the Employer will first utilize all the hours banked and recorded in the accounts of previous Room Attendant trainees, before utilizing the hours which become available as the result of leaves authorized pursuant to the provisions of Article 9.1.08 of the Agreement.

DATED this 13<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY INDUSTRIAL RELATIONS

  
\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

  
\_\_\_\_\_  
Klaus Jacobsen  
Secretary of the Board

  
\_\_\_\_\_  
Dave MacIntyre  
Director

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
\_\_\_\_\_  
Nick Worhaug  
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Jim Pearson.  
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GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

# LETTER OF UNDERSTANDING #17

between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, LOCAL 40

## MISCELLANEOUS MATTERS

### 1. Shop Steward Training

The parties agree that it is in the best interests of all concerned that Shop Stewards in all hotels receive the best training possible, with particular regard to their knowledge of the GVHEA collective agreement and the established process within their hotels for resolving disputes effectively. Both parties agree that it would be especially useful if Shop Stewards were to receive at least some of this training in conjunction with managers and supervisors in their hotels.

It is also agreed that the manual for the training sessions should be jointly developed, and should be delivered by those who will be jointly selected by the parties, and that Shop Stewards will be permitted to attend the training sessions without suffering loss of pay. More specifically, any Shop Steward who is scheduled to work during the time of these training sessions, will be reimbursed by the Employer for his loss of hours.

Representatives of the GVHEA and Local 40 will meet as soon as possible after July 1, 1998, with a view to determining the feasibility of organizing a joint seminar within each GVHEA member hotel, on an annual basis or more frequently, as may be agreed to in any individual case.

### 2. The Issue of Smoking within the GVHEA Hotels

In view of the emerging public policy initiatives regarding smoking in public places, a Joint Committee composed of equal numbers of GVHEA and Local 40 representatives shall be established during the term of the new Agreement to meet with WCB officials and review the parties' options.

### 3. Remittances of Union Dues and Assessments

It is agreed that the Employers will arrange for monthly reports of Union dues and assessment deductions to be conveyed to the Union both in hard copy and also on diskette, providing that any charges that may be levied by the payroll companies, will be borne by the Union. The Employers will make every reasonable effort to ensure that any such charges will be kept to a minimum.

LETTER OF UNDERSTANDING #17  
Miscellaneous Matters (Continued)

4. The Right of Employees to Privacy in the **Workplace**

It is agreed that as soon as possible after July 1, 1998, the parties will establish a Joint Committee composed of an equal number of representatives of the GVHEA and the Union, whose task it will be to review the issues arising from the Employers' acknowledged need to establish and maintain a form of surveillance of its premises, and arising from the need of employees to enjoy the maximum possible privacy.

If any individual member hotel invites the Joint Committee to give consideration to a specific issue of privacy arising within the hotel, a bargaining unit employee from the hotel, to be appointed by the Union President, will be added to the Joint Committee, and will suffer no loss of regular wages as a result of attending meetings of the Joint Committee.


5. Particular Forms of Harassment and Discrimination

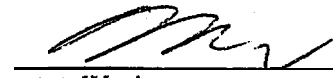
It is agreed that the parties will meet as early as possible during the term of the new Collective Agreement in order to seek to establish an effective process for the investigation of allegations of harassment, sexual harassment or discrimination raised against one or more other bargaining unit employees.

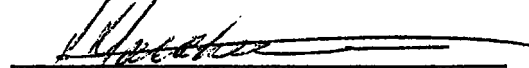
DATED this 20<sup>th</sup> of December, 2000 at the City of Vancouver in the Province of British Columbia.

HOSPITALITY INDUSTRIAL RELATIONS

HOTEL, RESTAURANT & CULINARY  
EMPLOYEES & BARTENDERS UNION  
LOCAL 40

  
\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board

  
\_\_\_\_\_  
Nick Worhaug  
President/Administrator

  
\_\_\_\_\_  
Klaus Jacobsen  
Secretary of the Board

\_\_\_\_\_  
Jim Pearson  
Business Manager

  
\_\_\_\_\_  
Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #18

between  
GREATER VANCO UVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
**BARTENDERS' UNION, LOCAL 40**

(Reference: Article 17.05)

The *following form* may be used as *an* acknowledgement of receipt of *written policies and/or procedures*.

ACKNOWLEDGEMENT OF RECEIPT OF WRITTEN POLICIES OR PROCEDURES

I, \_\_\_\_\_, hereby acknowledge the receipt of a copy of a document  
entitled \_\_\_\_\_ which is dated \_\_\_\_\_.

This form is in compliance with Article 17.05(d) of the Collective Agreement which stipulates how  
**employees** are expected to acknowledge the receipt of their Employer's written policies and  
procedures.

The signing of this receipt does not in any way diminish the rights to which employees are entitled  
under the grievance procedure contained in the Collective Agreement.

\_\_\_\_\_  
SIGNATURE OF THE EMPLOYEE OR OF A SHOP STEWARD MADE ON  
BEHALF OF THE **EMPLOYEE** AND IN THE EMPLOYEE'S PRESENCE

DATED this December, 2000 at the City of Vancouver in the  
Province of British Columbia.

Jack Butterworth  
Jack Butterworth  
Chairman of the Board

Nick Worhaug  
President/Administrator

Klaus Jacobsen  
Klaus Jacobsen  
Secretary of the Board

Jim Pearson  
Jim Pearson  
Business Manager

Dave MacIntyre  
Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #19

between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES' AND  
BARTENDERS' UNION, LOCAL 40

EMPLOYEES OF THE DELTA PACIFIC RESORT & CONFERENCE CENTRE:  
HOURS OF WORK, SENIORITY, PROMOTIONS, TRANSFERS, LAY-OFF AND  
RECALL PROVISIONS


WHEREAS it has been agreed that the provisions of Articles 9, 9.1, 10 and 11 of the 1998-2000 Collective Agreement between the parties shall not apply to employees of the Delta Pacific Resort & Conference Centre;


AND WHEREAS it has been agreed that the provisions of Articles 9, 10 and 11 of the 1995-1998 Collective Agreement between the parties shall continue to apply to employees of the Delta Pacific Resort & Conference Centre;

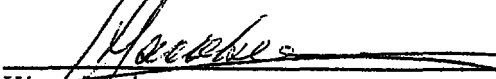
THEREFORE those provisions that shall apply to the employees of the Delta Pacific Resort & Conference Centre in lieu of Articles 9, 9.1 10 and 11 of the 1998-2000 Collective Agreement, are those set out below in this Letter of Understanding.

FOR EASE OF UNDERSTANDING, any references contained within this Letter of Understanding to Articles other than 9, 9.1, 10 and 11 will be made to the 1998-2000 Collective Agreement between the parties, whereas any references to Articles 9, 10 or 11 will be made to the Letter of Understanding.

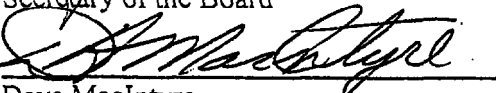
DATED this 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.

  
Jack Butterworth  
Chairman of the Board

  
Nick Worhaug  
President/Administrator

  
Klaus Jacobsen  
Secretary of the Board

\_\_\_\_\_  
Jim Pearson  
Business Manager

  
Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson

LETTER OF UNDERSTANDING #20

between  
GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION  
and  
HOTEL, RESTAURANT AND CULINARY EMPLOYEES AND  
BARTENDERS UNION, LOCAL 40

Whereas the parties have successfully implemented a new seniority system in all the properties represented by the G.V.H.E.A. with the exception of the Delta Pacific Resort and Conference Centre and Suehiro Japanese Steak House.

The parties are now resolved to implement the new system at the Delta Pacific Resort.

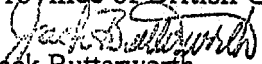
Upon conclusion and ratification of a renewed Collective Agreement between the Union and the G.V.H.E.A., the members of the Union employed at the Delta Pacific Resort will be given an opportunity to implement the new system on a trial basis.

The members employed at the Delta Pacific Resort will be given an opportunity to vote on whether or not to implement the new system for a period of six (6) months commencing September 1, 2000 and concluding February 28, 2001.

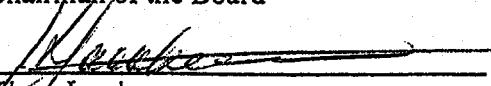
If the members vote affirmatively, the Union and Employer will cooperate on implementing the new system. Joint meetings will be held with both bargaining unit members and selected managerial personnel on the specifics of the new system.

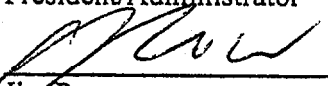
At the conclusion of the trial period, the member and the Employer will be given the opportunity to make permanent the new system, through a ratification vote, or to return to the language of the March 1, 1998 through February 29, 2000 Collective Agreement (Delta Pacific Resort Appendix).

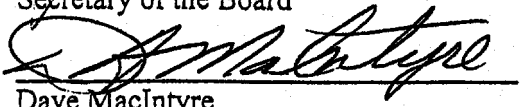
DATED this 20<sup>th</sup> day of December, 2000 at the City of Vancouver in the Province of British Columbia.

  
Jack Butterworth  
Chairman of the Board

Nick Worhaug  
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Klaus Jacobsen  
Secretary of the Board

  
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Business Manager

  
Dave MacIntyre  
Director

GREATER VANCOUVER HOTEL EMPLOYERS ASSOCIATION

\_\_\_\_\_  
Rolf Osterwalder  
GVHEA Chairperson

\_\_\_\_\_  
Ruy Paes-Braga  
GVHEA Vice-Chairperson