

# COLLECTIVE AGREEMENT

**BETWEEN:**

**MERISTAR MANAGEMENT COMPANY  
(d.b.a. HILTON VANCOUVER METROTOWN)**

**(Hereinafter referred to as the "Employer")**

**AND:**

**UNITE HERE, LOCAL 40**

**(Hereinafter referred to as the "Union")**

**(Affiliated with UNITE HERE International Union,  
A.F.L., C.I.O. & C.L.C.)**

**14920 (02)**

# JUNE 1, 2007 TO MAY 31, 2010

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**ARTICLE 1**  
**INTRODUCTION**

**1.01 PURPOSE OF THIS AGREEMENT**

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

**1.02 IDENTITY OF THE "EMPLOYER"**

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

**1.03 GENDER REFERENCES**

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

**ARTICLE 2**  
**DURATION AND INTEGRITY OF AGREEMENT**

**2.01 DURATION OF AGREEMENT**

- (a) This Agreement shall be for the period from and including **June 1, 2007 to and including May 31, 2010**. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (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 by the Labour Relations Board or by the Industrial Relations Council as the case might be, subject to the exclusions already recognized by the parties, or subsequently ordered by the Labour Relations Board or recognized by the parties.
- (b) For the purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

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

- (a) Refusal on the part of Union members to work with non-Union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union Office.
- (b) No employee shall be required to cross a legal picket line arising from a strike or lockout. For the purposes of this Article 3.02, "legal picket line" shall mean only a picket line expressly permitted under Section 65 of the Labour Relations Code.
- (c) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

**3.03 PERFORMANCE OF BARGAINING UNIT WORK**

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

**3.04 HARASSMENT AND DISCRIMINATION**

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.

- (b) "Harassment" means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee's work performance or creating a hostile or offensive work environment.

"Sexual Harassment" includes any of the conduct described above which is of a sexual nature or which is directed at an employee on the basis of that employee's gender.

"Discrimination" means any conduct which is prohibited under the B.C. Human Rights Code, regulations and amendments made thereto, and shall include discrimination on the basis of an employee's membership in the Union or participation in its activities.

- (c) It is agreed between the parties that there is an obligation and desire to eliminate any and all sexual harassment in the workplace. This obligation applies equally to the Employer, the Union and all employees.
- (d) Complaints of harassment or discrimination will be thoroughly investigated. Alleged failure by any party to deal with a harassment or discrimination complaint may be the subject of a grievance pursuant to this Agreement.

### **3.05 UNION BUTTONS**

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

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

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

### **3.07 UNION HOUSE CARD OR BAR CARD CONTRACT**

The signing of a Union House or Bar Card Contract with the Union is not compulsory. Where an Employer does choose to sign such a contract, the Union shall provide the appropriate card, and the Employer shall display it in a location selected by the Employer. If the display location is not acceptable to the Union, the Union can cancel the House or Bar Card contract and require the Employer to return the card.

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

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions, to see that this Agreement is being enforced. The Employer

is entitled to require an individual to substantiate that he is an authorized representative of the Union.

- (b) When access is required for purposes of such investigation, the Union representative will notify the Employer in advance.
- (c) Access will not be unreasonably denied by the Employer.
- (d) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.
- (e) This right is restricted and limited to the investigation of all employees covered by the certification.

## **ARTICLE 4**

### **UNION SECURITY**

#### **4.01 MEMBERSHIP**

- (a) All employees who are now members of the Union or who may become members shall remain members in good standing as a condition of employment.
- (b) All new employees shall be required to become members of the Union. The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union, according to the Union's International Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this province.
- (c) For the purpose of this Article, the term "good standing" is defined to refer only and be limited to the payment of Union membership dues and initiation fees.

#### **4.02 NEW EMPLOYEES**

- (a) The Employer agrees to acquaint each new employee with the fact that a collective agreement is in effect, and with the conditions of employment which are set out in this Article 4, and which deal with Union Security and the Check-off of Union Dues. The Employer also agrees to advise each new employee of the name and location of the Shop Steward who is responsible for his department.
- (b) The Employer agrees that at each orientation meeting which it holds for new employees, it will provide the Shop Chairperson or, in 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 Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month in which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, Union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amounts specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by the valid assignment of wages form executed by each employee.
- (f) Provided that on or before the 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 paycheque, and shall forward such amount to the Union in accordance with the provisions of paragraph (c).
- (h) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

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

- (a) Upon notice in writing from the Union to the Employer that an employee:
  - (i) is not a member of the Union;
  - (ii) has not signed a written assignment of wages to pay initiation fees;
  - (iii) has revoked his/her written assignment of wages to pay initiation fees, Union dues or Union assessments;
  - (iv) is suspended from the Union;
  - (v) has been expelled from the Union; 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 posted. Any such notice must be correctly dated at the time of posting, and may be removed after it has been posted for two (2) weeks, unless a specific arrangement has been made between the Shop Chairperson or the designated Union official and the Employer for a particular notice to be posted for a longer period of time.
- (g) The Employer agrees that the Union may use bulletin boards on the Employer's premises which shall be for the exclusive use of the Union. The number, location and size of such bulletin boards shall be determined by mutual agreement of the Employer and the Union.

#### **5.04 MANAGEMENT AND SHOP STEWARDS MEETING**

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject, will meet with the Shop Stewards on a monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement.
- (b) All Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Employer.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) At the discretion of the Employer, accommodation will be provided for such meetings at no cost to the Union.
- (e) Accommodation can only be denied or withdrawn because there are no facilities available, or are no longer available. In such cases, the meeting must be rescheduled at the earliest possible date.

#### **5.05 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 hotel, it will so advise the hotel. The following will then apply:

- (a) The Union will, each month, provide the Employer with an "available members list", including classifications of members who are on lay-off from other 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**

- (a) Newly hired employees shall serve a probationary period of ninety (90) calendar days.
- (b) Part-time employees must work a minimum of twenty (20) shifts notwithstanding the ninety (90) calendar day period described in the foregoing paragraph.

## **ARTICLE 8 EMPLOYEE TRAINING**

### **8.01 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 (2 ½) hours;
  - (iv) all split shifts must be worked within a twelve (12) hour period.
- (b) The Employer is not obligated to pay split shift premium except where time off between split segments exceeds one (1) hour.
- (c) 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.
- (e) **Employees will be provided eight (8) hours rest between scheduled shifts occurring over consecutive days and if not so provided, overtime will be payable on all hours worked on the second shift.**

#### **9.04 MAXIMIZING THE LENGTH OF SHIFTS**

- (a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first build and maintain shifts of 4, 5, 6, 7 or 8 hours as the only recognized shifts. Wherever possible, all 8 hour shifts will be scheduled before 7 hour shifts are scheduled, with a similar progression downward to 4 hour shifts.
- (b) Except as provided in Article 9.13, once an employee has been scheduled for a shift, he 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 5 ½ hours pay;  
6 unbroken hours of work for 6 ½ 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.

#### **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 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. 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.
- (f) 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
  - (iv) the Employer shall not be required to offer the overtime hours to an employee if, as a consequence of working the overtime hours, the employee is prevented from receiving a period of eight (8) consecutive hours of rest immediately preceding his next shift.
- (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 Employer agrees that it 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 provides 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.
- (h) **When a Regular employee requests a change to Part-Time status, such change will take effect on the first schedule following two full weeks from the date of request unless the Employer is able to accommodate the transfer to Part-Time at an earlier date. No penalty will be imposed on employees who require an immediate status change for bone fide emergency reasons.**

#### **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 from Sunday (12:01 a.m.) to Saturday (midnight).
- (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 accomplished 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 in at least four of the weeks during any four-month period, will 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 accepted 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 hotel at any one time is twelve (12). This number may be reduced by the Employer unilaterally, but only if and when one or more of the stipulated number of regular positions has

been vacated by the incumbent(s).

- (b) Whenever a vacancy occurs among the Regular employees employed by the Employer in its Banquet department, 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 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 an 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 (2) or more employees are awarded the same start date for seniority purposes, the tie between them shall be broken as follows: hotel seniority will govern; if hotel seniority is equal, there will be a draw between the affected employees. A Shop Steward will be present at the draw.

**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.
- (f) **notwithstanding the foregoing, when an employee is laid-off because of the closure of an employer's facilities for renovations, the employee's seniority will be frozen for the duration of that layoff period, even if the layoff period is longer than six (6) consecutive months.**
- (g) **part-time employees who have not worked a shift for six months because of the availability registered on their Record of Scheduling Preferences form will lose their seniority. The Employer will provide advance notice in this regard to the employee after four months of inactive work.**

#### **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 PROMOTIONS**

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 work required.

#### **11.02 TRANSFERS**

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

#### **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 or telegraph. Any employee failing to report for duty within sixty (60) hours, excluding Saturday and Sunday from the time of such notification, shall be considered to have resigned without notice.

## **11.06 NO LAY-OFFS FOR GENDER**

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

## **ARTICLE 12 WAGE ADMINISTRATION**

### **12.01 WAGE RATES**

- (a) Subject to paragraphs (b) and (c) following, the minimum wage rates provided in the appendix numbered 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 (87 ½%) 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 hotel, or to another hotel within the same corporation, will be given credit for their period of employment prior to the transfer or promotion and will not be considered to be a new hire.
- (d) No present employee will suffer a reduction in wages currently 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**

- (a) The current banquet gratuity and service charge levied on all clients of the Catering/Banquets departments for service rendered in connection with the food and beverage component of a function shall not be reduced during the term of the collective agreement.**
- (b) The apportionment of the total amount of gratuities and service charges between the Employer and the bargaining unit employees will be as follows:**
  - 60% Employees      40% Employer**
- (c) The bargaining unit employees eligible to receive a portion of the pool of gratuities and service charges belonging to the bargaining unit and the point system used for distribution purposes will remain unchanged from what prevailed on June 30, 2007.**
- (d) If a client refuses to pay a pre-negotiated service charge in whole or in part, the appropriate portion as set forth in paragraph (b) will be deducted from the bargaining unit portion.**
- (e) On each bi-weekly pay day, the Employer shall publish, with respect to the pay period, the total amount of Food and Beverage Revenues collected by function and the total amount of service charges collected by function on behalf of bargaining unit employees.**
- (f) On each bi-weekly pay day, the Employer will publish a service charge allocation sheet showing the total amount of service charges collected on behalf of all bargaining unit employees, the name of each eligible employee, the total hours worked by him/her during the pay period, the total number of points earned, and the value of one point applicable to the pay period.**
- (g) The accumulated total dollar amount of all the service charge portions earned by an employee during any pay period shall be indicated on his/her next bi-weekly pay cheque.**
- (h) In the event an eligible bargaining unit employee or the Union claims that an error was made with respect to the distribution of the service charge, a meeting will be held as soon as possible between the Employee or Union and the Employer to attempt to resolve the matter. If the matter is not resolved, it may be the subject of a grievance.**
- (i) A Banquet Gratuity Committee comprised of two representatives from the Employer and two representatives from the Union will be established at each hotel to review on a regular basis the administration of the arrangements described in this Article, including review of documentation relevant to the banquet and beverage gratuities.**

## **12.08 OVERNIGHT PREMIUM**

Employees will receive a premium of \$0.50 per hour for all hours worked during shifts which commence between the hours of 2200 and 0100.

## **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
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 (1 ½) 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 (2 ½) 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 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 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 for 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 vacation, who is eligible to receive a normal day's pay, and who wishes to be granted a day off without further pay in recognition of his 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:

<b><u>Years of Consecutive Service</u></b>	<b><u>Vacation Time</u></b>	<b><u>Vacation Pay</u></b>
--	-----------------------------	----------------------------

1 year, but less than 3 years	2 weeks	4%
3 years, but less than 7 years	3 weeks	6%
7 years, but less than 20 years	4 weeks	8%
20 years, but less than 25 years	5 weeks	10%
25 years or more	6 weeks	12%

- (b) "Completed years of consecutive service", as used herein, shall be understood to mean completed years of consecutive service with the same Employer.
- (c) Annual vacation pay shall be 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 March 1st of one year, and running to and including the last day of February in the immediately succeeding year.
- (b) "Calendar year" means the period commencing on January 1st of one year, and running to and including December 31st of the same year.

**14.04 VACATION BENEFITS ON TRANSFER WITH SAME EMPLOYER**

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

#### **14.05 APPLICATIONS FOR ANNUAL VACATIONS**

- (a) All applications for annual vacation shall be filed with the Employer in writing. Upon receipt of any such written application the Employer shall respond in writing, indicating whether or not the application has been granted.
- (b) The Employer's response shall be given (i) in the case of any written application received prior to the commencement of an annual vacation year, not later than 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 subject 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 February 1, 2008, the total amount of the Employer's contribution for fringe benefits will be one dollar and twenty-eight cents (\$1.28) for each hour of employment performed by an employee covered by the Agreement.**

- (b) Effective February 1, 2008, the total amount of each employee's contribution for fringe benefits will be nine (9) cents (\$0.09) for each hour of employment performed by him.
- (c) Each year after 2003, 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 2003 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.
- (e) The current Employer contribution per hour will be maintained. If, during the term of this collective agreement, the Plan Administrator deems that an increase or decrease is appropriate in the Employer contribution while still maintaining the benefit levels, that increase or decrease will be implemented.
- (f) Hilton Vancouver Metrotown and the Union will recommend to the Health and Welfare Plan Trustees that the following changes be made to the medical plan:
- Effective from January 1, 2008, an employee will be eligible for the Group 1 Health Care Plan if the employee has worked at least 324 hours in the three consecutive calendar months immediately before the date of a claim.
  - Effective from January 1, 2008, the Vision Care Plan will provide as follows; 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 or laser eye surgery	<b>\$200.00</b>
Bifocal lenses	<b>\$240.00</b>
Trifocal lenses	<b>\$280.00</b>
Contact lenses or laser eye surgery	<b>\$500.00 lifetime</b>
  - Effective January 1, 2008, an employee and the employee's dependants will qualify for Dental Care benefits once the employee has been eligible for coverage in the Non – Aligned – Local 40 Health Care Plan for four consecutive months.
  - Effective with ratification, continue MSP coverage for employees on long term illness.

- **As soon as can be arranged by the Plan Administrator, the Health and Welfare Plan will be amended to include a Prescription Drug Card.**

## **15.02 CONTRIBUTIONS FOR PENSION**

<b>DESCRIPTION</b>	<b>JUNE 1, 2006</b>	<b>FEBRUARY 1, 2008</b>	<b>JUNE 1, 2008</b>	<b>JUNE 1, 2009</b>
Pension	\$0.39	<b>\$0.49</b>	<b>\$0.59</b>	<b>\$0.69</b>

## **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, 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 Employer 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 10th 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 Employer 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 PAYROLL 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 PARTICIPATE IN THE HEALTH CARE PLAN**

In the event it ceases to participate in the 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.

#### **15.10 WAGE LOSS PROTECTION**

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

#### **15.11 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 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.

#### **15.12 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.

### **15.13 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. **If an employee is traveling outside of North America for the funeral of an immediate family member, they will receive five days of paid bereavement leave.**
- (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 **and, when necessary to travel outside of North America, proof of travel.**

## **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 formula 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 PAID PERSONAL DAYS**

**Effective January 1, 2008, all Regular employees will receive one (1) paid personal day per year. (Increased to two (2) paid personal days per year effective January 1, 2009). These days must be used within the year, cannot carry forward from one year to the next, and cannot be paid out in lieu of. Paid personal days will not be unreasonably denied.**

#### **16.09 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.

#### **16.10 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.

#### **16.11 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.

#### **16.12 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**  
**ROOM ATTENDANT WORKLOAD**

**17.01 ROOM ATTENDANT WORKLOAD**

- (a) **Room Attendants will not be assigned more than 14 rooms or 16 credits or rooms per day. Standard rooms are 1 credit and suites are 1.5.**
- (b) **When a Room Attendant is assigned 8 or more check-outs per day, the daily room assignment shall be reduced by (1) room or credit; in addition, when a Room Attendant is assigned 9 check-outs in a day, the daily assignment shall be reduced by two (2) rooms or credits (inclusive of the one (1) room credit for 8 or more check-outs.) Room Attendants shall not be assigned more than 10 check-outs in a day.**
- (c) **VIP floors will have no more than 13 rooms or 15 credits assigned per day.**
- (d) **When a room attendant is assigned eight (8) or more double/double rooms in one section, the daily room assignment will be reduced by one (1) credit.**
- (e) **In any case where a Room Attendant is required to clean a full quota of rooms on more than two (2) floors, she shall be relieved of one (1) room or one (1) credit. However, in the event that during the course of the day the Room Attendant has a No Service room or a Do Not Disturb room; another room may be assigned them regardless if they are traveling to more than two floors.**
- (f) **A Room Attendant shall not be required to make up more than three (3) cots or cribs.**
- (g) **In any case where a room is deemed to be in extraordinary condition, the Room Attendant shall immediately notify a Supervisor who will inspect the room to determine what assistance may be necessary.**
- (h) **The delivery of robes to guest floors will not be the responsibility of the Room Attendant.**
- (i) **Each Room Attendant will be provided with adequate supplies.**
- (j) **All practices which are superior to the conditions listed above will continue.**

- (k) **The parties agree that the meaning of the Room Attendant Workload language is in conformity with the letter entitled Room Attendant Workload Conditions, dated September 27<sup>th</sup>, 2007.**
- (l) **In the event that a Room Attendant has serviced a room which was originally a Stay Over Room and then the guest unexpectedly departs, that Room Attendant may be required, no more than one time per day, to go back and service the room as a Check Out Room.**

## **17.02 ROOM ATTENDANT WORKLOAD COMMITTEE**

**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 months at which will be present a representative group of Room Attendants, their Shop Steward, the Shop Chairperson, their Department Head, the Director of Human Resources and the General Manager or another member of the Hotel's Executive Committee.**

**The Housekeeping Workload Committee will meet within one month of the date of ratification of this agreement to discuss the potential implementation of carts, with a view to achieving implementation by June 30, 2008, subject to capital approval by Hotel ownership. The carts to be used will be selected by the Employer. The Employer may cease the use of carts at any time if they are found to interfere with the provision of quality service or to result in damage to the Hotel.**

## **17.03 REST PERIODS**

**Notwithstanding the provisions of Article 9.08 [*Payment for Time In Lieu of Breaks*], it is acknowledged that it is unacceptable for Room Attendants to intentionally forego their rest periods and/or their meal breaks. The General Manager will ensure that this is understood by all subordinate managers and supervisors and that they will take the necessary steps to ensure that their employees are aware of this policy.**

# **ARTICLE 18**

## **MISCELLANEOUS EMPLOYEE ENTITLEMENTS**

### **18.01 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.

### **18.02 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.

### **18.03 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 November 1, 1999, 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 fourteen (14) 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.

### **18.04 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.

#### **18.05 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 subsequently 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 Appendix 3 which is appended to, and which forms a part of this Agreement.

#### **18.06 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.

**18.07 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 defense 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.

**18.08 TWELVE GLASS CARRYING LIMIT**

It is mutually agreed that no waiter shall be required to carry a load exceeding twelve (12) glasses or equivalent in a public house area.

**18.09 TRAY SIZE LIMIT FOR LIQUOR SERVICE**

A standard size tray for the transport of liquor shall be supplied by the Employer and shall be used in licensed premises and will not exceed thirteen (13) inches in base diameter. No employee shall be permitted to supply or carry his own tray.

**18.10 SEVERANCE PAY**

- (a) Each employee employed by the Employer, 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 Employer, 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) 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.

### **18.11 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.

### **18.12 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.

### **18.13 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.

### **18.14 SAFETY SHOE ALLOWANCE**

The Employer will provide a \$100.00 annual safety shoe allowance, upon presentation of a receipt, for employees who are required by either the WCB or the Employer to wear steel-toed boots.

### **18.15 ROOM SERVICE GRATUITIES**

**The Employer agrees that a fixed Room Service gratuity will be levied at not less than 15% and will not be reduced during the term of the collective agreement. The Employer also agrees that 100% of the Room Service gratuities collected will be distributed to the bargaining unit employees providing the service. Complete disclosure of all the Room Service gratuities and distribution to employees will be provided to the employees on a regular basis.**

**This will become effective coincident with the printing of new Room Service menus, but not later than ninety (90) days from the date of ratification.**

### **18.16 BAGGAGE HANDLING FEES**

**The Employer agrees that 100% of all portage fees collected will be distributed to the bargaining unit employees providing the portage service. Complete disclosure of all of the portage charges and the distribution to employees will be provided to the employees on a regular basis.**

**ARTICLE 19**  
**EMPLOYEE CONDUCT AND DRESS**

**19.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES**

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

**19.02 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, unless 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.

### **19.03 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.

### **19.04 UNIFORM MODE OF DRESS**

In consideration of the endeavour 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.

## **19.05 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.

## **19.06 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.

## **19.07 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 20** **LIQUOR CONTROL LEGISLATION AND REGULATIONS**

### **20.01 LIQUOR CONTROL LEGISLATION AND REGULATIONS**

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

### **20.02 EMPLOYEES SERVING LIQUOR**

- (a) No employee who is involved in the serving of liquor shall knowingly sell or serve liquor in the Employer's premises to any person who is under the legal age. Where, after asking the person to produce suitable identification and proof of age, such an employee is in doubt as to the person's age, he may refuse service.
- (b) If the employee is directed by a person designated by the Employer to serve a person whose age is in doubt, the Employer shall accept and bear the full responsibility and shall pay any fines or penalties incurred by the employee as a consequence of such service.

### **20.03 NO SERVICE AFTER SPECIFIED HOURS**

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

### **20.04 CHANGES IN REGULATIONS**

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

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

### **21.01 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 Chair- person will be notified by the Employer and will be provided with the reasons for the discharge.

### **21.02 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.

### **21.03 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.

#### **21.04 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.

#### **21.05 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 sanction, 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.

#### **21.06 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 22 GRIEVANCE AND ARBITRATION PROCEDURES**

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

- (a) Any complaint, disagreement or difference of opinion between the parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- (b) Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

## **22.02 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 resolve the grievance shall be made between the employee, the Shop Chairperson and/or a Union Representative and a person or persons designated by the Employer.

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

### **(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 21.06;
- (ii) go to a single Arbitrator as agreed in (e) below; or
- (iii) go directly to full arbitration at step four.

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.

### **22.03 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.

### **22.04 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.

## **22.05 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.

## **22.06 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 (1/3) 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.

## **22.07 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.

#### **22.08 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.

#### **22.09 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.

#### **22.10 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 members 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 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 affect 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*.

## **ARTICLE 23**

### **DEFINITIONS AND JOB DESCRIPTIONS**

#### **23.01 OBJECTIVE INTERPRETATION**

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

#### **23.02 TIME SPAN REFERENCES**

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

#### **23.03 SPECIFIC DEFINITIONS**

The following 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.

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

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

## **ARTICLE 24**

### **TECHNOLOGICAL CHANGE**

#### **24.01 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**SIGNED ON BEHALF OF:**

**UNITE HERE, LOCAL 40**

**MERISTAR MANAGEMENT COMPANY  
(d.b.a. HILTON VANCOUVER METROTOWN)**

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## APPENDIX 1

### 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 provisions 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.

## APPENDIX 2

### WAGE RATES

<b>Classifications</b>	<b>June-06</b>	<b>June-07 4%</b>	<b>February-08 Parity</b>	<b>June-08 2%</b>	<b>January-09 2% + Parity</b>	<b>June-09 2%</b>	<b>January-10 2% + Parity</b>
<b>Crystal Bar</b>							
Bartender/Server	14.71	15.30	15.30	15.60	15.92	16.23	16.56
Server	13.44	13.98	13.98	14.26	14.54	14.83	15.13
<b>The Crystal Grille</b>							
Host/Hostess/Cashier	15.20	15.81	16.03	16.35	16.90	17.24	17.80
Server	11.65	12.12	12.12	12.36	12.61	12.86	13.11
Room Service/Mini Bar	11.65	12.12	12.12	12.36	12.61	12.86	13.11
Buspersion	11.87	12.34	13.08	13.34	14.34	14.62	15.64
<b>Kitchen</b>							
1st Cook	16.65	17.32	17.98	18.34	19.35	19.74	20.78
2nd Cook	16.17	16.82	17.32	17.66	18.51	18.88	19.75
Cook's Helper	14.87	15.46	15.89	16.21	16.96	17.29	18.06
Apprentice	14.60	15.18	15.68	16.00	16.81	17.14	17.97
Dishwasher	14.44	15.02	15.48	15.79	16.56	16.89	17.68
<b>Banquets</b>							
Banquet Captain	14.18	14.75	14.75	15.04	15.34	15.65	15.96
Banquet Attendant	12.36	12.85	12.85	13.11	13.37	13.64	13.91
Banquet Cashier	12.36	12.85	13.69	13.96	15.06	15.36	16.49
<b>Front Desk</b>							
Guest Service Lead	16.08	16.72	17.18	17.53	18.33	18.69	19.52
Guest Service Agent	15.53	16.15	16.58	16.91	17.67	18.02	18.80
Night Agent	15.76	16.39	17.06	17.40	18.40	18.77	19.79
Bell Captain	12.09	12.57	12.64	12.89	13.21	13.48	13.81
Bell Person	11.76	12.23	12.23	12.48	12.72	12.98	13.24
Executive Lounge Concierge	15.53	16.15	16.15	16.47	16.80	17.14	17.48
<b>Maintenance</b>							
Utility Engineer	15.53	16.15	17.48	17.83	19.49	19.88	21.59
<b>Housekeeping</b>							
Housekeeper	14.92	15.52	15.95	16.27	17.02	17.36	18.13
Laundry Attendant	14.78	15.37	15.77	16.09	16.80	17.14	17.87
Room Attendant	14.78	15.37	15.77	16.09	16.80	17.14	17.87
House Person	14.78	15.37	15.77	16.09	16.80	17.14	17.87
<b>Purchasing</b>							
Storekeeper/Purchaser	15.36	15.97	16.44	16.76	17.55	17.90	18.71

### APPENDIX 3

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

Set out below is the form referred to in Article 17.05(d):

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

This form has been designed jointly by the Employer and UNITE HERE, Local 40 in compliance with Article 17.05(d) of their 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

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**MERISTAR MANAGEMENT COMPANY  
(d.b.a. HILTON VANCOUVER METROTOWN)**

**AND:**

**UNITE HERE, LOCAL 40**

**RE: 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.

\_\_\_\_\_  
**LOCAL 40**

\_\_\_\_\_  
**MERISTAR MANAGEMENT CO.**

\_\_\_\_\_  
**DATE**

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**MERISTAR MANAGEMENT COMPANY  
(d.b.a. HILTON VANCOUVER METROTOWN)**

**AND:**

**UNITE HERE, LOCAL 40**

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

The parties have agreed that for the period November 1, 1999 to and including October 31, 2003, the following persons will be recognized as the "investigators" for purposes of the optional investigator procedure:

**Emily Burke**  
Paul Devine  
**Brian Foley**  
Marguerite Jackson  
Judi Korbin  
Joan McEwen  
David McPhillips  
Wayne Moore

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

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

\_\_\_\_\_  
**LOCAL 40**

\_\_\_\_\_  
**MERISTAR MANAGEMENT CO.**

\_\_\_\_\_  
**DATE**

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**MERISTAR MANAGEMENT COMPANY  
(d.b.a. HILTON VANCOUVER METROTOWN)**

**AND:**

**UNITE HERE, LOCAL 40**

**RE: 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.
- (d) The Union will appoint two (2) employees to be spokespersons who will meet with the hotel's General Manager to bring forth any issues or complaints that relate to the room attendants' work load.

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**LOCAL 40**

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**MERISTAR MANAGEMENT CO.**

**DATE**

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**MERISTAR MANAGEMENT COMPANY  
(d.b.a. HILTON VANCOUVER METROTOWN)**

**AND:**

**UNITE HERE, LOCAL 40**

**RE: POSTING OF BARGAINING UNIT POSITIONS**

The Employer 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 Employer 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 Employer is 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.

\_\_\_\_\_  
**LOCAL 40**

\_\_\_\_\_  
**MERISTAR MANAGEMENT CO.**

\_\_\_\_\_  
**DATE**



**LETTER OF UNDERSTANDING #5**

**BETWEEN:**

**MERISTAR MANAGEMENT COMPANY  
(d.b.a. HILTON VANCOUVER METROTOWN)**

**AND:**

**UNITE HERE, LOCAL 40**

**RE: BANQUET GRATUITY AGREEMENT**

1. Gratuities and service charges shall be defined as any pre-negotiated amount established at the sole discretion of the Employer, and paid by a client of the Banquets Department at the client's sole discretion, for services rendered in connection with the food/beverage components of a function. Any additional amount paid by a client or by a guest to a bargaining unit employee, shall be the sole property of the bargaining unit employees.
2. Incumbents in the following classifications are eligible to receive a portion of the pool of gratuities and service charges belonging to the bargaining unit:

Banquet Captain  
Banquet Attendant  
Banquet Cashier  
Banquet Bartender

3. The total amount of gratuities and service charges shall be apportioned between the Employer and the eligible bargaining unit employees, on the basis of forty percent (40%) to the Employer and sixty percent (60%) to the said employees.
4. The bargaining unit portion shall be distributed amount the eligible bargaining unit employees, including any probationary employees, on a timely basis and on the basis of the following number of points for each hour actually worked by each eligible employee:

Banquet Captain	2.0 points
Banquet Attendant	1.5 points
Banquet Cashier	0.5 points
Banquet Bartender	1.5 points

5. If a client refuses to pay a pre-negotiated service charge in whole or in part, the appropriate proportion, as set forth in paragraph 3, will be deducted from the bargaining unit portion.
6. The calculation of all service charge portions shall be carried out by the Employer, and a service charge allocation sheet shall be maintained for each bi-weekly pay period, showing the name of each eligible employee, the total hours worked by him during the pay period, the total number of points earned by him during the pay period, and the value of one point applicable to the pay period.
7. The accumulated total dollar amount of all the service charge portions earned by an employee during any pay period, shall be indicated on his next bi-weekly paycheque.
8. As soon as possible following the end of each pay period, the Employer shall publish, with respect to that pay period, the total dollar value of the bargaining unit portion of the food and/or beverage components of all service charges, and the value of one point.
9. In the event an eligible bargaining unit employee claims that an error has been made by the Employer in calculating the amount of his gratuity for any pay period, he may file a grievance within ten (10) working days after the date on which he received his paycheque for the said pay period.
10. In the event the Union claims that an error has been made by the Employer in distributing the bargaining unit portion, or that the portion of the gratuities and service charges paid to the bargaining unit employees did not equal sixty percent (60%) of the total amount of gratuities and service charges in any given pay period, its officers or staff representatives may file a policy grievance pursuant to the provisions of Article 21.02 of the collective agreement.

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**LOCAL 40**

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**MERISTAR MANAGEMENT CO.**

---

**DATE**



**LETTER OF UNDERSTANDING #6**

**BETWEEN:**

**MERISTAR MANAGEMENT COMPANY  
(d.b.a. HILTON VANCOUVER METROTOWN)**

**AND:**

**UNITE HERE, LOCAL 40**

**RE: STAFF CAFETERIA**

Whereas the meal benefit is taxable, the hotel is committed to ensuring the meals provided are of a quality standard, and as, from time to time, the meals available in the staff cafeteria have been less than satisfactory, the parties agree that should serious complaints arise, the Union's Business Representative and the hotel's General Manager will immediately schedule a meeting to investigate and resolve the complaint.

\_\_\_\_\_  
**LOCAL 40**

\_\_\_\_\_  
**MERISTAR MANAGEMENT CO.**

\_\_\_\_\_  
**DATE**





Office of the President

September 27, 2007

Via Facsimile

Hospitality Industrial Relations  
1220 - 21331 Gordon Way  
Richmond, BC V6W 1J9

Attention: Mr. Ron Schmidt, Director

President/Administrator  
Jim Pearson

Financial  
Secretary-Treasurer  
Shelly Ervin

Vice-President  
Jim Bock

Affiliated to:  
UNITE HERE!

Canadian Labour  
Congress

BC Federation  
of Labour

Dear Ron:

Re: Room Attendant Workload Conditions

Pursuant to our conversation this morning, please confirm that you agree with the following.

Section 7 (a) (b) of the Memorandum of Settlement between the parties, relating to Room Attendant Workload Conditions is understood to mean:

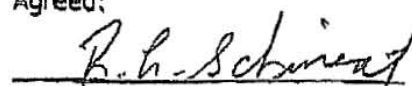
- o If a room attendant has 8 to 10 check-outs in her section, the employer will give one room from her section to another room attendant (otherwise defined as a room drop);
- o If a room attendant has 11 or more check-outs in her section, the employer will give two rooms from her section to another room attendant (otherwise defined as two room drops);
- o Management will not change Room Attendants' regular section assignments for the purpose of avoiding room drops as required due to check-out or double double assignments;
- o A Room Attendant may from time to time work outside of her section if there are not sufficient dirty rooms to clean in her section.
- o The union agrees that the implementation of this language as it pertains to scheduling will take place at the next posting of the weekly schedules but no later than Sunday, October 7<sup>th</sup>, 2007.

Please confirm the above by signing this letter where indicated and return same via facsimile.

Yours truly,

  
Jim Pearson  
President/Administrator

Agreed:

  
Hospitality Industrial Relations for  
GVHEA

September 27, 2007

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UNITE HERE! Local 40 and Hilton Vancouver Metrotown