

# COLLECTIVE AGREEMENT

between

## HOSPITALITY INDUSTRIAL RELATIONS

on behalf of

### SHERATON VANCOUVER GILDFORD HOTEL

and

RECEIVED  
JUN 15 2007

**CAW Local 3000**

**May 1, 2006 to April 30, 2009**

**CAW  TCA**  
**CANADA**

11621 (04)

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## **ARTICLE 1 - INTRODUCTION**

### **1.01 PURPOSE**

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 21 and Article 22 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

### **1.02 GENDER REFERENCES**

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

### **1.03 SPECIAL NATURE OF THE HOSPITALITY INDUSTRY**

The Parties recognize and agree that the special nature of the hospitality industry dictates special and particular considerations in relation to the terms and conditions for the members of the Union employed by the Employer. These special and particular considerations are dictated by a need to ensure that the public will be attracted to the Employer's place of business and the public will view favourably the standards of service provided by the Employer, to the mutual benefit of the Parties to this Agreement.

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

### **2.01 DURATION**

- (a) This Agreement shall be effective May 1, 2006 to and including April 30, 2009.

Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.

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

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

## **2.02 LABOUR RELATIONS CODE - SECTION 50(2) AND 50(3) EXCLUDED**

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

## **2.03 STRIKES AND LOCKOUTS**

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

## **2.04 CONTRACTED SERVICES**

The Employer agrees that work normally performed by members of the bargaining unit will not be contracted to third parties. This prohibition is not intended to limit the Employer's ability to contract out the following functions:

- night cleaning
- painting
- indoor and outdoor vegetation maintenance.
- security (SC)
- contracted Banquet Servers and Bartenders

## **2.05 EXTENT**

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



## **ARTICLE 3 - UNION RECOGNITION**

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

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.
- (b) For purposes of this Agreement, the terms “employee” or “employees” shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.
- (c) The Employer agrees there shall be no discrimination exercised or practised with respect to any employee by reason of his or her membership in the Union or participation in its activities.

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

- (a) Except in the circumstances set out in Article 2.04 and 3.03 of this Agreement, refusal on the part of the Union members to work with non-union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union office.
- (b) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this article, a “legal picket line” shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code of British Columbia.
- (c) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer’s operation.

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

- (a) Except as provided in (b) below, no person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purposes of instruction, experimentation, or management training, in which case trainees shall not displace or replace any employee in the aforesaid classifications except in cases of emergency when regular employees are not available.
- (b) Management may continue to perform incidental amounts of bargaining unit work, where such work is required by immediate and unanticipated

workload situations, provided that such performance shall not result in the layoff or reduction in hours for any members of the bargaining unit.

#### **3.04 UNION BUTTONS**

An employee may wear the Union button without being disciplined.

#### **3.05 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.

#### **3.06 UNION HOUSE CARD**

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

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

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

#### **3.08 BULLETIN BOARDS**

The Union will have the exclusive use of one (1) latched bulletin board provided by the Company, which will be located in the lunchroom. This bulletin board will be used by the Union for the purpose of posting official Union notices concerning internal and administrative matters of the Union which may be of interest to members of the bargaining unit. All notices on the Union bulletin board will only be posted upon the authority of the Executive Committee of the Union.

#### **3.09 UNIT MEETINGS**

The Company will provide a meeting room to the Union at no cost, twice a year, for the purpose of the Union conducting meetings with Unit employees.

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## **ARTICLE 4 - UNION SECURITY**

### **4.01 MEMBERSHIP**

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

### **4.02 NEW EMPLOYEES**

- (a) The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this collective agreement, and refer such employees to the Union for purposes of obtaining a Union card.
- (b) All new employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.
- (c) The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union according to the Union's National Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this Province.
- (d) The Employer will provide the Unit Chair immediately with the name, address, telephone number, classification and first schedule of newly-hired employees.

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

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

### **4.04 CHECK-OFF PROCESS AND PROCEDURES**

- (a) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this article, are to be forwarded to the Secretary of the Union, together with a list of

employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of every month in which the monies were deducted.

- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it as per Article 4.04(c).
- (g) In the event that the Union alleges any violation by the Employer of this article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.
- (h) The Employer agrees to show on each employee's T4 Slip the amount of Union dues deducted.

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

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

- (a) has revoked his/her membership in the Union;
- (b) has not signed a written assignment of wages to pay initiation fees;
- (c) has revoked his/her written assignment of wages to pay initiation fees, union dues or union assessments;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (9) has resigned from the Union;

the Employer shall immediately discontinue the employment of such employee.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands, and liabilities that may arise for the purposes of complying with the provisions of this clause.

## **ARTICLE 5 - UNION STEWARDS**

### **5.01 SHOP STEWARDS**

- (a) The Union shall appoint from among the employees, and the Employer shall recognize Shop Stewards and a Unit Chair. The duties of the Shop Steward and Unit Chair shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees. It is understood that when dealing with the Employer each grievance shall ordinarily be handled by one (1) Shop Steward regardless of the number of shop stewards in the workplace.
- (b) The Employer agrees to recognize a duly appointed or elected Shop Steward and Unit Chair provided that the Union has first advised the Employer in writing of the name of the employee(s) so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Shop Steward's, as well as the Unit Chair's, first obligation is the fulfillment of his/her responsibility as an employee. During his/her working hours, the Shop Steward and Unit Chair are not entitled to engage in Union activities other than is necessary in order to receive, investigate and resolve grievances.
- (d) The Union Steward and the Unit Chair must not leave his/her assigned work area on Union business, without prior permission from the Employer. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Stewards and the Unit Chair during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) Under no circumstances shall a Steward or the Unit Chair take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Shop Steward and the Unit Chair shall not be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.

## **5.02 MANAGEMENT AND UNION MEETINGS**

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Unit Chair or his/her designate and required area Shop Steward(s) on a monthly basis, to review problems that may arise concerning the application and operation of the collective agreement. It is agreed that the Union staff representative may attend these meetings from time to time.
- (b) The required Stewards will be permitted to attend such meetings with pay. Meetings will be scheduled at the Employer's discretion.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Unit Chair agrees there are no problems it will not be necessary to convene the monthly meetings.

## **5.03 LABOUR-MANAGEMENT COMMUNICATIONS COMMITTEE**

In order to improve communications between the parties, and in order to have a vehicle for the Company and Union to continuously review day-to-day issues concerning service, supplies and workload, as well as issues not covered by the collective agreement, the parties agree to establish a Labour-Management Communications Committee. The features of this Committee will be as follows:

- (a) The Employer and the Union will each have three (3) representatives on the Committee;
- (b) The Employer and the Union will select one of their representatives as a Chair. The Employer and the Union Chair will alternate in chairing the meetings.
- (c) Meetings will take place at least quarterly. More often by mutual agreement.
- (d) An agenda will be prepared at least two (2) days in advance of the meeting. Only items on the Agenda will be discussed at the meeting.
- (e) Minutes of the meeting will be kept, and distributed to all participating members.
- (f) This Committee will not take the place of the Grievance-Arbitration provisions of the collective agreement, nor will any decisions of this Committee be permitted to alter any of the terms and conditions of employment contained in the collective agreement. It is agreed that promoting wellness in the workplace shall also be an objective of this Committee.

**5.04 SECTION 53 OF THE LABOUR RELATIONS CODE**

The parties agree that this provision meets the requirements of Section 53 of the Labour Relations Code of British Columbia.

**ARTICLE 6 - MANAGEMENT**

**6.01 MANAGEMENT RIGHTS**

The Union recognizes the right of the Employer to direct, hire, promote, demote, transfer, discipline or discharge its workforce.

**6.02 RIGHT TO OPERATE AND MANAGE**

The Union further recognizes the right of the Employer to operate and manage its business in all respects.

**6.03 RIGHT TO MAKE RULES**

The Employer also reserves the right to establish, supplement and alter, from time to time, reasonable rules and regulations to be observed by the employees.

**6.04 CONSISTENT WITH THIS AGREEMENT**

Such management rights shall be exercised in a manner which shall not be inconsistent with the express terms of the Agreement.

**ARTICLE 7 - PROBATIONARY PERIOD**

**7.01 PROBATIONARY PERIOD**

A new employee's first sixty (60) work shifts with the Hotel shall be the employee's probationary period to a maximum of four (4) months. The purpose of the probationary period is to provide the Employer with an opportunity to review the employee's performance level and afford the new employee an opportunity to determine whether job requirements and duties match the new employee's expectations.

During the probationary period, the new employee may be terminated on the basis of suitability for continued employment with the Employer. If an employee is released from employment during this period, the Employer agrees that the probationary employee shall not be given a negative reference.

During the first eight (8) months of employment the following will apply:

First four (4) months	75% of classified rate
Next four (4) months	87.5% of classified rate

The probationary period and rate may be extended by mutual agreement of the Parties.

**ARTICLE 8 - YEE III MMES**

**8.01 EMPLOYEE ATTENDING A TRAINING PROGRAMME**

Where the Employer requires an employee to attend a training programme either on or outside the premises, the Employer will pay for all fees and associated expenses of the programme. The employee will be paid regular straight time wages when attending such training courses.

The Employer agrees that the regular hours of employees will not be reduced as a result of the provision of training to other employees.

**ARTICLE 9 - HOURS OF WORK**

**9.01 NORMAL STRAIGHT TIME HOURS OF WORK**

- (a) The normal straight time hours of work assigned by the Employer shall exclude one half hour unpaid lunch break and shall conform with the following guidelines:
  - (i) not more than eight (8) hours in any one (1) day;
  - (ii) not more than five (5) working days in any seven (7) day period;  
and
  - (iii) not more than forty (40) hours in any 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 time and one half the hourly rate for the first three (3) hours worked and double time for all hours worked in excess of eleven (11) hours in a day. Upon written request by the employee, hours worked as overtime will be accrued as banked hours. Banked overtime may be paid out in whole or in part with seven days notice or taken as time off with pay. An employee who is to receive compensating time off shall be given time off equivalent to the number of hours for which she/he would have been paid. Requests for time off shall not be unreasonably denied.
  
- (c) The Employer agrees that every employee shall be guaranteed eight (8) hours of rest free from work. If an employee is called in and the employee voluntarily complies with said request then time and one half shall be paid for all hours worked.



## **9.02 SPLIT SHIFTS**

- (a) Where split shifts are assigned by the Employer, they must conform with the following guidelines.
  - (i) no shift of less than seven (7) hours may be split;
  - (ii) no shift may be split more than once;
  - (iii) no part of a split shift shall be less than **two** (2) hours; and
  - (iv) all split shifts must be worked within a twelve (12) hour period.
- (b) A break of **two (2)** hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.
- (c) The Premiums shall be as follows:
  - (i) Seven (7) hours worked for eight (8) hours straight time pay; and
  - (ii) Eight (8) hours worked for nine (9) hours straight time pay.

## **9.03 SHIFT HOURS**

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

- (a) Four (**4**) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of five (5), six (6), seven (7) or eight (8) hours may be assigned, subject to the provisions of 10.05.

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

- (a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of seven (7), six (6), five (5) or four (**4**) hours.
- (b) The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts.

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

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

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

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

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

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

#### **9.06 DAYS OFF**

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

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

Time and one half shall be paid for all work performed on an employee's sixth consecutive day worked and double time shall be paid for all hours worked on an employee's seventh consecutive day worked.

Notwithstanding the provisions of Article 9.01, the Parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement. Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on the sixth (6th) consecutive day, provided that the additional hours do not result in the employee working more than forty (40) hours in the six (6) days at straight time. Such an employee may decline the additional hours without affecting his/her rights under this Agreement. All sixth shifts shall be offered in order of seniority in the classification where the work is available.

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

Employees who cannot get rest periods or meal breaks shall be paid five and one-half (5 1/2) hours worked - six (6) hours pay; six (6) hours worked - six and one-half (6 1/2) hours pay; seven and one-half (7 1/2) hours worked - eight (8) hours pay; eight (8) hours worked - eight and one-half (8 1/2) hours pay. There

shall be no deliberate bankrolling of purported violations of this clause by any employee.

### **9.09 UNPAID MEAL BREAKS**

Unless otherwise agreed, all employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break between the third (3rd) and sixth (6th) hour of work. Such meal breaks shall be one-half hour (1/2) on the employee's own time and shall not be interrupted once the lunch period has begun.

### **9.10. REST PERIODS**

- (a) All employees are entitled to rest periods in accordance with the following schedule:
  - (i) Four (4) hours - one ten (10) minute rest period;
  - (ii) Five (5) hours - one ten (10) minute rest period;
  - (iii) Six (6) hours - one ten (10) minute rest period;
  - (iv) Seven (7) hours - two (2) ten (10) minute rest periods; and
  - (v) Eight (8) hours - two (2) ten (10) minute rest periods.
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.
- (c) Time to commence when the employee arrives at the assigned rest areas or a total of fifteen (15) minutes from the employee's work station.

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

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

### **9.12 WORK SCHEDULES**

- (a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
  - employee's name
  - classification
  - classification seniority
  - days off
  - starting and finishing times
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the

responsibility of every scheduled employee to check the posted work schedule for changes.

- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (d) The Employer will provide the Unit Chair or his/her designate with a copy of the work schedule, and any changes thereof, upon request. All changes to the work scheduled shall be dated.

### **9.13 CHANGES IN WORK SCHEDULES**

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight **(48)** hours notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight **(48)** hours, but not less than twenty-four **(24)** hours, when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled are obligated to provide management with notice at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (e) In situations where an employee has not been provided with notice of a change in his/her work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:
  - (i) two (2) hours pay unless the employee is unfit to perform his/her duties or he/she has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board; or
  - (ii) once an employee reports for work in accordance with the employee's schedule, the employee will be provided with work and/or pay for his/her entire scheduled shift. The Employer, based on business conditions, may request that employee(s) leave work before the end **of** their scheduled shift. If the employee voluntarily agrees to leave work before the end of his/her shift at the Employer's request then the employee will only be paid for the actual time worked that day.

If work is suspended because of inclement weather or other Acts of God, then the provisions of paragraph (i) above will be applied.

- (9) Any employee whose schedule has been modified due to illness or injury as defined in Clause 17.04 will receive notice required in Clause 9.13 (b) and (c).

## **ARTICLE 10 - SENIORITY**

### **10.01 SENIORITY ENTITLEMENT DEFINED**

- (a) Department Defined: For purposes of this Agreement, the term “department” shall be understood to mean those departments identified within this Agreement.
- (b) Seniority Defined: For the purpose of this Agreement, “seniority” shall be defined as an employee’s total length of continuous service at the hotel identified in terms of his date of hire within his department. In addition, employees will maintain “classification seniority”. Classification seniority shall be defined as an employee’s total length of continuous service in their current classification identified in terms of the date when the employee began working in the classification.
- (c) Use of Seniority: Department Seniority is used to determine the order of layoff and recall within a classification within a particular department. Classification seniority is used for preference for scheduled blocks of shifts within a classification with a particular department.
- (d) Service and Vacation Entitlement: 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 service.
- (e) Seniority in More Than One Classification within a Department: In order to provide experience to employees in another classification within the same Department and in order to maximize hours up to a maximum of forty (40) hours per week, employees may select, in order of seniority, to work certain days in their weekly block of shifts in another classification in the same department, provided that the employee possesses the minimum skill and ability to perform the full measure of the work required. An employee working both classifications will continue to accumulate seniority in their current position and will begin to accumulate seniority in the new position. Once each year, on January 31<sup>st</sup>, all employees working in more than one classification, shall declare in which classification his/her seniority shall be assigned to for the next year. Should the employee select to apply their seniority in the new classification, then his/her seniority for classification purposes shall begin from the date he/she first worked in the new classification.

- (9) Extra Work: The Parties agree that from time to time extra work, in addition to regular staffing levels, on a short term basis, will become available. The Employer agrees to offer this extra work to employees from other departments who have indicated in writing their willingness to pick up extra work in the department in question. Such indications of interest are to be renewed every three (3) months. Work will be offered to employees on the list in order of seniority, provided the employee possesses the necessary skill and ability to perform the work required and provided no overtime premiums are required. Once an employee has accepted and has been scheduled for extra work she/he will be required to perform the extra work in the classification where she/he has been scheduled. It is agreed that this provision will be used in addition to and not in lieu of Article 10.01(e) and that an employee's seniority standing is not affected by the performance of extra work. Pay for such work shall be at the applicable classification wage rate established in Appendix "A".
- (g) No hiring From the Outside Until: The Employer agrees not to hire from the outside until the provisions of Article 10.01 and Article 11.01 are exhausted.

## **10.02 SENIORITY LISTS**

- (a) The Employer agrees to post departmental seniority lists on or before the first day of February and the first day of August in each year. The Seniority List shall contain the following information:
1. the employee's name
  2. the employee's department seniority
  3. the employee's Hotel seniority
  4. the employee's classification
- (b) The Seniority List shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted Seniority List must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the Seniority Lists shall be given to the Unit Chair and one copy to the Union staff representative.
- (d) New employees will be added to the list at the time they attain seniority.
- (e) At the time of posting the Seniority List, the Employer will provide the Union with a list of all employees.

## **10.03 ACCRUAL OF SENIORITY**

Seniority shall be accrued as follows:

- (a) Time lost as a result of illness or injury
- (b) Leaves of absence up to a period of three (3) months
- (c) Maternity and Parental leave in accordance with Employment Standards Act.

#### **10.04 SENIORITY RETAINED BUT NOT ACCRUED**

Seniority will be retained but not accrued during any period of absence not directly paid for by the Employer except as noted in 10.03 above.

#### **10.05 SENIORITY LOST**

Seniority will be lost when an employee:

- (i) receives severance pay in accordance with this Agreement under Article 17.08;
- (ii) voluntarily terminates their employment;
- (iii) is discharged for just and reasonable cause;
- (iv) is on layoff for more than six (6) consecutive months for employees with less than one (1) year of seniority; is on layoff for more than twelve (12) consecutive months, or the length of any hotel renovations, whichever is longer, for employees with one (1) or more years of seniority.
- (v) does not return to work on the date specified following an approved leave of absence other than medical;
- (vi) is mandatorily retired at age 65.
- (vii) is promoted outside the bargaining unit for more than sixty (60) days worked or ninety (90) calendar days. Should the employee be unable to satisfy the requirements of the work performance criteria in this period, or should he/she decide during this period that he/she does not want to continue in the job, then the employee may be returned to his/her former bargaining unit position. In such cases, any employee who changed job positions in consequence of the promotion shall move back into their job positions and wage rates, which they occupied prior to the promotion.

### **ARTICLE 11 - JOB POSTING, TRANSFERS, LAYOFF AND RECALL**

#### **11.01 JOB POSTING**

- (a) Job postings, including temporary vacancies of sixty (60) calendar days and more, for positions within the bargaining unit shall be posted for not

less than seven (7) and to a maximum of fifteen (15) calendar days. The Shop Steward and the Union shall receive copies of all job postings.

(b) All applications on posted jobs shall be in writing.

(c) Job Posting Details

The posting shall contain the following information:

- (i) the job title;
- (ii) a general outline of the duties and responsibilities;
- (iii) the anticipated hours of work per week;
- (iv) the applicable wage rate;
- (v) the time limit for applications.

(d) If the vacancy referred to herein occurs without advance notice to the Employer, the Employer may fill the vacancy from amongst employees qualified to perform the tasks of the job until the selection process has been completed.

(i) The Employer agrees to award the posted position within fourteen **(14)** calendar days of the posted closing date.

(ii) Should the Employer be unable to complete the selection process within fourteen **(14)** days, the Employer will notify the Union and the Chief Shop Steward of the reasons and the anticipated completion date.

(e) (i) On promotions, transfers and the filling of the vacancies, the Employer will consider each applicant's skills and abilities, experience and qualifications. The senior applicant employee will be awarded the position, provided the employee possesses the necessary skill and ability to fulfill the duties and responsibilities of the job.

(ii) Employees awarded jobs in accordance with this provision are subject to a trial period of thirty (30) shifts or sixty (60) calendar days, whichever comes first.

(iii) Should, during the trial period, the employee be unable to fulfill the job requirements or should she/he decide that she/he does not want to continue in the job, then the employee shall return to her/his former position and schedule.

**(9)** Awarded job Posted

Notice of the awarded job shall be posted on the bulletin board within five (5) days of the award and a copy shall be forwarded to the Union.



- (g) Should there be no internal and/or successful applicant for a posted position the Employer may proceed to fill the position from amongst external applicants.

## **11.02 TRANSFERS**

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

## **11.03 PROMOTION AND TRANSFER TRAINING PERIOD**

- (a) Any employee who is granted a promotion or transfer appointment by the Employer, shall be on a training period for up to thirty (30) shifts or sixty (60) calendar days, whichever comes first. During this training period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer. During the training period, the employee's rate of pay will be the midpoint between the rate of pay for the new classification and the rate of pay for the previous classification or the classified wage rate if the employee moves from a higher paid classification to a lower paid classification.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the training period, or should he/she decide during the training period that he/she does not want to continue in the job, then the employee may be returned to his/her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion or transfer, to move back into their job positions and wage rates, which they occupied prior to the promotion or transfer.

## **11.04 VACATION TIME AS SUBSTITUTE**

Prior to any layoff or a general reduction of hours in a department, the Employer will canvass employees regarding the use of vacation time as a substitute.

## **11.05 LAYOFF AND RECALL PROCEDURE**

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off.
- (b) Employees, who restrict their availability for hours of work or work scheduled, will not be protected by their seniority for recall.

- (c) In the event of a layoff, the order of layoff within the affected classification shall be as follows:

Probationary employees, then employees with the least seniority.

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

- (f) Notice of Layoff

An employee shall be provided with one (1) week's written notice of layoff or pay in lieu thereof.

- (g) Right to Bump

An employee vulnerable to layoff shall have the right to bump to a previously held classification, or in the case of recall, return to their previous classification.

## **11.06 CHANGE OF WORKFORCE -GENDER**

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

## **ARTICLE 12 -ADMINISTRATION**

### **12.01 WAGE RATES AND PAY PERIODS**

- (a) The wage rates provided in the attached applicable appendix shall cover the job description and classifications of labour within the jurisdiction of the Union and shall remain in effect throughout the specified or extended term of this Agreement.

- (b) Paydays

Effective ratification, the Employer agrees to institute an electronic transfer of the employee's payroll cheque to the financial institution of the employee's choice on the 7th and 22nd day of each month. Each employee will provide his/her banking information in order to effect direct deposit of pay cheques. A void cheque from the current banking

institution of the employee's choice is required. Each employee shall be provided a detailed explanation of wages earned and deductions made, year to date.

This clause only permits the Employer to deposit funds; neither the Employer nor the payroll company shall be permitted to withdraw monies from an employee's account.

### **12.02 COMBINED CLASSIFICATIONS**

Where an employee occupies a position which combines two (2) or more classifications of work (except as otherwise provided) he or she shall be paid at the rate of the highest classification provided he or she works in such higher classification for four (4) or more hours during any particular shift. But the hotel may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such employees in a higher classification would normally be hired according to the usages of the trade. If the employee works at the higher classification for less than four (4) hours he or she shall then be paid the higher rates for the actual amount of time, accordingly.

### **12.03 NEW CLASSIFICATIONS**

When the Employer establishes a new position within the bargaining unit, or substantially alters an existing position, the wage shall be established by the Employer and written notice shall be given to the Union. The Union shall have thirty (30) days in which to object to the wage rate. If an objection is filed, the Employer and the Union shall meet to discuss the wage rate and endeavour to settle it. If there is no agreement, the matter may be referred to Arbitration in accordance with Article 22.

### **12.04 PAYMENT OF WAGES UPON TERMINATION LAYOFF OR RESIGNATION**

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of his/her resignation.
- (b) When an employee is laid off or his/her services are terminated, the Employer shall pay all wages owing to him/her within 48 hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off or his/her services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or termination.

### **12.05 ELECTION DAYS**

The Employer will ensure that employees are scheduled so that they have four (4) clear hours off work within the hours the polls are open.

### **12.06 PAYMENT FOR WORKING IN HIGHER/LOWER CLASSIFICATION**

- (a) Any employee temporarily assigned work classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided the employee works more than one (1) hour in the higher classification.
- (b) Any employee temporarily assigned work classified at a lower rate of pay shall receive his/her regular rate of pay while occupying said classification.

**ARTICLE 13 -STATUTORY AND GENERAL HOLIDAYS**

**13.01 STATUTORY HOLIDAYS**

The following shall be considered statutory holidays:

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

**13.02 STATUTORY HOLIDAY FALLING ON DAY OFF**

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

**13.03 PAYMENT FOR STATUTORY HOLIDAY**

- (a) Employees who are eligible for statutory holiday pay will receive a normal day's pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For the purpose of this Article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal day's pay for New Year's Day, Christmas Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.
- (c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half (1 1/2) times his/her normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above.
- (d) An employee who works more than their regular scheduled hours shall be paid double time and one-half (2 1/2) for all such additional hours worked.

#### **13.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY**

- (a) To be eligible to receive pay for a statutory holiday, an employee must:
  - (i) be employed by the Employer for thirty (30) days; and
  - (ii) work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The Employer is entitled to require a doctor's certificate as proof of such sickness or accident, and any abuse of this provision by an employee may be cause for discipline.

#### **13.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT**

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

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

- (a) Should any statutory holiday occur during an employee's vacation period, the formula in 13.03 (b) shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period.
- (b) Should a statutory holiday fall during the first week immediately following the end of an employee's vacation the formula in 13.03 (b) will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.
- (c) Should a statutory holiday fall during the second week immediately following the end of an employee's vacation the formula in 13.03 (b) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

**ARTICLE 14 - ANNUAL VACATION**

**14.01 ANNUAL VACATION PAY: CASUAL EMPLOYEES AND EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE**

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

**14.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS**

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

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Annual Vacation Pay</u>
1 year but less than 3 years	2 weeks	4%
3 years but less than 7	3 weeks	6%
7 years or more	4 weeks	8%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment subject to Article 14.05 of this Agreement.
- (c) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding 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, vacation pay and statutory holiday pay.

**14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY**

- (a) Employees shall have preference in respect to annual vacations, within their department and classification, according to the seniority list, provided they file applications before February 28th of each year for vacations to be taken during that year.
- (b) Where vacation requests are submitted in January and February for time off after February 28<sup>th</sup> the Employer shall respond in writing prior to March 15<sup>th</sup> as to whether or not the requests have been approved.

- (c) The Employer agrees that a maximum of one (1) employee per classification be allowed to take vacation at any one time from June 1 up to and including September 10<sup>th</sup>. For banquet classifications a maximum of two (2) employees will be allowed to take vacation at any one time excluding the period of November 1<sup>st</sup> up to and including December 31<sup>st</sup>.
- (d) Where vacation requests are submitted for time off in January and/or February or where they are submitted after February 28<sup>th</sup>, they will be granted on a first come, first served basis and the Employer shall respond in writing within fourteen (14) calendar days as to whether or not the request has been approved.
- (e) Once a vacation request has been approved it will not be altered except upon mutual agreement.

**14.04 VACATIONS TO BE TAKEN BY DECEMBER 31ST**

- (a) All vacations shall be taken at a time to be mutually agreed upon by the Employer and the employee on or before the thirty-first (31st) day of December in each and every year. All employees must take their vacation time off.
- (b) Notwithstanding (a) above employees may request that one week of their vacation be banked, to be taken during the following calendar year. Such requests shall not be unreasonably denied.

**14.05 CREDITS ON TRANSFER WITH SAME EMPLOYER**

Where an Employer owns, operates or has shares in other hotels covered by a **CAW** collective agreement and transfers an employee to such an operation, all vacation and severance benefits will continue.

- (a) It is clearly understood that where an employee requests a transfer, Article 14.05 shall not apply.

**ARTICLE 15 - HEALTH AND WELFARE BENEFIT PLAN**

**15.01 PREMIUMS**

The Employer will pay premiums for the following benefit plans which provide benefits for eligible employees who qualify under the terms of the purchased Plan(s).

**15.02 CONTRIBUTION**

- (a) The Employer agrees to sign up new employees on their first day of employment, into the Health and Welfare program and forward to the Administrators of the Plan.

- (b) Effective August 8, 2006 the Company will begin contributing to the Union Health and Welfare Plan at a contribution rate of one dollar and sixty-five cents (\$1.65) for each hour of employment performed by an employee covered by this Agreement.
- (c) Effective May 1, 2007 the Company's contribution will increase to one dollar and seventy-four cents (\$1.74) for each hour of employment performed by an employee covered by this Agreement.
- (d) Effective May 1, 2008 the Company's contribution will increase to one dollar and eighty-five cents (\$1.85) for each hour of employment performed by an employee covered by this Agreement.
- (e) Upon written request from the proper signing officers of the Union, the Employer will agree to deduct from each employee such amount as may be directed and remit same, along with the contributions specified in this article, to the Health and Welfare Plan.

#### **15.03 PAYMENT OF CONTRIBUTIONS**

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

#### **15.04 EMPLOYER STATEMENT**

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

#### **15.05 FAILURE TO REMIT**

In the event an Employer fails to remit contributions to these plans in conformity with this clause of the Agreement, the Employer shall, if in default more than ten (10) days after notification by the Union, pay the monies due thereunder and in addition thereto pay these plans a penalty in the amount of fifty dollars (\$50.00). The Employer shall be responsible for loss of benefits to any employee because of the Employer's default action.

#### **15.06 INVESTIGATION OF THE EMPLOYER'S PAYROLL RECORDS**

- (a) The Employer shall allow the properly authorized representative of the Union to investigate the Employer's timebook, to ensure that the proper contributions are being remitted pursuant to Article 15.01 of this Agreement.



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

#### **15.07 R.R.S.P.**

Effective December 1, 2003 the Employer will contribute thirty cents (\$0.30) per hour into an RRSP Plan as chosen by the employee.

Effective May 1, 2004 the Employer will contribute thirty-five cents (\$0.35) per hour into an RRSP Plan as chosen by the employee.

Effective May 1, 2005 the Employer will contribute forty cents (\$0.40) per hour into an RRSP Plan as chosen by the employee.

Effective date of ratification all new employees shall be eligible for RRSP after 1 year of continuous employment

### **ARTICLE 16 - LEAVES OF ABSENCE**

#### **16.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE**

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office for a period of up to and including five (5) years.
- (b) A request for such an approval leave must be given to the Employer, in writing, by the Union at least four (4) weeks in advance of the beginning of the leave. The request must be on Union letterhead, and must be signed by the Secretary of the Union or designate.
- (c) An employee who obtains such a leave of absence shall return to his/her employment within thirty (30) calendar days after the completion of his/her employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one employee at a time.

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

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as delegate to attend Union conventions or as a member of a negotiating committee. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.

- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to five (5) employees at any one time, to attend bona fide shop steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence from any one (1) department.

### **16.03 COURT ATTENDANCE**

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

### **16.04 BEREAVEMENT LEAVE**

- (a) A non-probationary employee will be granted up to three (3) days off with pay in the event of the death of a member of his/her immediate family.
- (b) "Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse/partner, current father-in-law, current mother-in-law, current brother-in-law, current sister-in-law, grandchildren and grandparents.
- (c) For purposes of this Article, "spouse/partner" shall be defined to include common-law spouse/partner with whom the employee has cohabited for a minimum of one (1) year.

### **16.05 JURY AND WITNESS DUTY**

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 an employee shall continue to receive his/her full wages for such period of time. To be eligible for this clause the employee must have attained seniority with the Employer

### **16.06 PAID CARE DAYS**

Eligible employees will be provided with three (3) paid care days each calendar year, subject to the following conditions:

- Eligibility: Must have actually worked 1,250 hours in calendar year 2000, and each subsequent calendar year.
- The three (3) paid care days will be credited on January 1st of each calendar year. Paid care days are to be used only for personal illness or for elder care and/or child care for members of the employee's immediately family, that is, children, spouse, parents.
- Pay for care days used will be at 100% of the wages that the employee would have received had he/she been scheduled to work that day.
- Unused care days will not be carried over from calendar year to calendar year. Unused care days will be paid out to employees at 100% of their value at the end of the year 2003. Thereafter unused paid care days will not be paid out.

**16.07 COMPASSIONATE LEAVE**

In the case of serious illness in the immediate family and where there is no other care-giver available, the Employer shall grant reasonable leave of absence without pay unless an eligible employee is requesting a paid care day as provided in Article 16.07 of this Agreement.

**16.08 GENERAL LIMITATION ON LEAVES OF ABSENCE**

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

**16.09 PAID EDUCATION LEAVE**

- (a) Effective the date of ratification of the mediator's recommendations, the Employer agrees to pay into a special fund one cent (1¢) per hour per employee for all hours worked for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification. Cheques should be made payable to:

CAW Leadership Training Fund  
 CAW  
 205 Placer Court

Willowdale, ON M2H 3H9

(b) Local Union Training and Leave Fund

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

**16.10 LEAVES TO ATTEND UNION BARGAINING**

Union Bargaining Committee

The Union shall select four (4) bargaining unit members who shall be permitted to participate in negotiations relative to the renewal of this Collective Agreement, without loss of seniority or other benefits.

Employees shall be elected or appointed by the Constitution and By-laws of the CAW Local 3000.

**ARTICLE 17 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS**

**17.01 PROTECTED WORKING CONDITIONS**

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

## **17.02 WHOLESOME MEAL ENTITLEMENT**

A wholesome meal shall be supplied by the Employer with no deduction from the employee's wages to all employees who are scheduled to work five (5) or more hours in a day. The Employer agrees that the staff menu shall change at least once per week.

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

- (a) Where an employee is required by the Employer to attend a staff meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) An employee who is required 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 required by the Employer to attend a staff meeting during his/her regular days off, the employee shall be compensated at his/her regular hourly rate for the time spent in such meeting.

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

- (a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in his/her former position within forty-eight (48) hours, with all rights and conditions which he/she formerly enjoyed, according to the terms of the Agreement which is in effect at the time of his/her return, subject to the further conditions which follow.
- (b) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically able to resume the performance of the duties if such employee has been absent for a period of two (2) weeks or greater.
- (c) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, that Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

#### **17.05 NO INDIVIDUAL CONTRACTS OR AGREEMENTS**

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his/her Employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

#### **17.06 PERSONAL EFFECT**

The Employer agrees to continue its current practice of providing lockers for employees to store their personal effects while at work.

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

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

#### **17.08 SEVERANCE ALLOWANCE**

All employees, upon termination, shall receive twelve (12) hours pay for each year of continuous service in the establishment. Employees who qualify under this clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours pay.

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

Regular hours not worked as a result of a bona fide sickness or accident will be credited to the hours worked.

In this provision "termination" includes mandatory retirement but does not include dismissal for culpable reasons or voluntary resignation.

#### **17.09 GRATUITIES**

Bargaining unit employees who receive banquet and/or tour gratuities shall receive an explanatory calculation of gratuities received by them. See Letter of Understanding#5.

## **17.10 WOMEN WORKING AT NIGHT**

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

## **ARTICLE 18 - EMPLOYEE CONDUCT AND DRESS**

### **18.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES**

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

### **18.02 CONTROL OF ABSENTEEISM**

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

- (a)** (i) 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. Unless otherwise reasonably required, medical certificates need only state whether the employee is fit or unfit, the nature of the limitations(e.g. no heavy lifting, no stair climbing, etc.) and the expected duration of the condition.

(ii) In instances where the Employer can demonstrate that a pattern of absenteeism exists, or where an employee calls in ill or injured when a request for that time has already been denied, the affected employee may also be required to provide a medical certificate. Where a pattern of absenteeism can be demonstrated, the Union shall be notified in writing of the pattern of absenteeism and of the Employer's requirement for the employee to provide a doctors certificate.
- (b)** Every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on their behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances, and in the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.

- (c) Where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfilment of the employment relationship with the Employer, the Employer may terminate the services of the employee.
- (d) In relation to any provision in this Collective Agreement where an Employer is entitled to require medical evidence of an employee's ability to return to work or to continue to work, the Employer may, for a second opinion, require that the employee be examined by and present a medical certificate from a physician selected by the Employer.
- (e) In the event that an Employer requires an employee to obtain medical documentation and/or to submit to an examination, any resulting charge by the doctor which is not paid by the employee's medical insurance plan will be paid by the Employer.

### **18.03 AUTHORITY RE CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS**

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

### **18.04 PROPER APPEARANCE**

In consideration of the endeavour to improve the standards of the Hospitality Industry, it is agreed that a reasonable standard of appearance and dress may be adopted by the Employer which complements the style of operation. Such standard may include hair styles and lengths, jewellery and tattoos and clothing colours, such as black dress skirts or slacks, white shirts and a uniform tie. These standards may be different for back of the house and front of the house employees and may be different in various departments. A female employee may wear slacks rather than a dress skirt, provided the slacks are of a standard approved by the Employer. This clause will come into effect ninety (90) days after ratification.

### **18.05 UNCONVENTIONAL MODE OF DRESS**

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

### **18.06 UNIFORMS**

All uniforms required by the Employer to be worn by the employee while on duty shall be supplied and laundered by the Employer free of cost to the employee.



## **18.07 EMPLOYEE ACKNOWLEDGING DOCUMENTS**

Whenever an employee is requested, and chooses to sign a document he/she is doing so only to acknowledge he/she has been notified accordingly.

## **ARTICLE 19 – HEALTH AND SAFETY**

### **19.01 HEALTH AND SAFETY STANDARD**

- (a) The Employer agrees to institute and maintain all necessary precautions to provide every employee a safe and healthy workplace. The Employer further agrees to provide proper operating equipment to ensure safe practices and enhance customer service.
- (b) The Employer shall comply with all applicable provincial and municipal Health and Safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice that may be improved upon by agreement of the Health and Safety Committee.

### **19.02 HEALTH AND SAFETY COMMITTEE**

- (a) A Health and Safety Committee shall be established which is composed of a minimum of two Union members chosen by the Union. At no time shall the number of Employer members be allowed to out-number the amount of Union members.
- (b) Two Co-Chairpersons shall be elected (or a Chairperson and a secretary) from and by the members of the committee. Where one of the Chairpersons is an Employer member, the other shall be a Union member and vice-versa.
- (c) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with appropriate government regulations.
- (d) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

### **19.03 FIRST AID ATTENDANT**

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

#### **19.04 ILLNESS/INJURY AT WORK**

An employee who is injured while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of his/her work day at his/her regular rate of pay. The Employer shall bear the costs of any necessary transportation.

#### **19.05 LIGHT DUTY/MODIFIED WORK/ACCOMMODATION**

The Union and Chief Shop Steward must be made aware of all light duty, modified work or accommodation situations.

### **ARTICLE 20 - DISCIPLINE**

#### **20.01 DISCIPLINE AND DISCHARGE OF EMPLOYEES**

- (a) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
- (b) During the probation period specified in this Agreement, an employee may be discharged if he/she is unsuitable for status as a regular employee.
- (c) An employee covered by this Agreement shall have the right to have the Shop Steward or designate present on any occasion when the employee is to receive any formal discipline.
- (d) The Employer agrees that if they choose to implement suspension or discharge on an employee, a Shop Steward shall be present. Where a Shop Steward or Union Representative is not reasonably available and the situation warrants immediate action, the employee may be sent home and held out of service until a union representative can be present. A meeting shall be convened as soon as all Parties are available. All time spent away from work by the employee shall count towards any discipline the Employer decides to administer. If the Employer decides to discipline less than the time that the employee has been held out of service the employee shall be compensated for those lost wages and benefits and otherwise be made whole.
- (e) Written reasons for the discipline or discharge of an employee shall be provided by the Employer at the meeting where the discipline or discharge is meted out.

#### **20.02 DISCIPLINARY WARNINGS**

##### **Cancellation of Disciplinary Warnings**

- (a) Any verbal or written warning that has been placed on the file of an employee, will be removed from his/her file as soon as the employee has

been employed for a further continuous period of twelve (12) months without incurring an additional disciplinary penalty.

- (b) Any suspension that has been placed on the file of an employee will be removed from his/her file as soon as the employee has been employed for a further continuous period of twenty four (24) months without incurring an additional suspension.

### **20.03 EMPLOYEES ACCESS TO THEIR FILE**

The Employer agrees that upon ten (10) days written in notice, an employee shall have the right to book a time with the Employer to review his/her personnel files. Unless otherwise agreed to by the Employer, an employee must do this during a break or before or after work. Also, an employee shall not be permitted to copy or remove any material from his/her file without the permission of the Employer. An employee shall have access to the grievance and arbitration provisions of this Agreement to dispute specific entries on his/her file which the employee has not been previously made aware of.

### **20.04 ISSUING DISCIPLINE**

Whenever possible, all discipline shall be assessed in writing within ten (10) days of the incident or first knowledge of the incident by the Employer. The Employer may request of the Union a time limit extension which shall not be unreasonably denied.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

### **21.01 GRIEVANCE**

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

### **21.02 GRIEVANCE PROCEDURE**

- (a) Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within ten (10) calendar days following the event giving rise to the grievance shall be forfeited and waived by the aggrieved parties. A grievance filed on behalf of the Union or the Company shall be submitted at Step 2 of the Grievance Procedure.

All grievances must be in writing, and must briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, the provision of the collective agreement which is alleged to have been violated, and the remedy requested.

- (b) The Parties, including employees, are encouraged to try to resolve issues on an informal basis prior to invoking the grievance procedure. In the case of an employee grievance, this means that employees are encouraged to address the issue directly with the management person to whom he/she reports, with or without the presence of a Union steward from the employee's Department.
- (c) Step 1: The employee and/or his/her Department Steward or designate shall submit his/her formal grievance in writing to the General Manager or his/her designate. The General Manager or his/her designate shall reply to the grievance, in writing, within ten (10) calendar days of receiving the written grievance. The Unit Chair must be provided with a copy of the grievance and response. If a satisfactory settlement cannot be reached, then:
- (d) Step 2: Within ten (10) calendar days of receiving the Company's reply in Step 1, the Union will notify the Company, in writing, that it desires to move the grievance to Step 2. Within ten (10) calendar days thereafter, the National Representative, Full-time Local 3000 Grievance Chair or designate, will meet with the General Manager in an attempt to resolve the grievance. No later than ten (10) calendar days following the Step 2 meeting, the General Manager will notify the Union, in writing, of his/her decision.

If no satisfactory settlement is reached, then the grieving party may refer the grievance to a single Arbitrator pursuant to Article 22.02.

### **21.03 TIME LIMITS**

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

### **21.04 SUSPENSION OR DISCHARGE GRIEVANCE TO STEP 2**

#### **Grievances Filed At Step 2**

Group and policy grievances or grievances concerning the suspension or dismissal of an employee may be initiated at Step 2 of the grievance procedure and must be submitted within ten (10) calendar days of the date the situation arose that led to the grievance.

### **21.05 GRIEVANCE MEETINGS**

Any meetings necessary to comply with the formal grievance provisions of this Article will be held at a time mutually agreeable to the Company representative and the Union representative. It is understood that attendance at such meetings will not result either in **loss** of pay or increased pay to the employees concerned.

## **ARTICLE 22 - ARBITRATION**

### **22.01 REFERENCE**

Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure either party may request that the matter be referred to a Board of Arbitration.

### **22.02 SINGLE ARBITRATOR**

The Board of Arbitration shall consist of a single arbitrator mutually selected by the Company and the Union.

### **22.03 NO POWER TO MODIFY**

The Arbitrator shall receive and consider such material evidence and conditions as the Parties may offer and the Arbitrator deems relevant. In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the powers to change, modify or alter any of the terms of this Agreement.

### **22.04 BINDING EFFECT**

The findings and decision of the Board of Arbitration on all questions shall be binding and enforceable on all Parties.

### **22.05 COST SHARING**

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

### **22.06 OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE**

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

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

- (ii) The process is intended to complement the Grievance and Arbitration Procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

(b) Optional Grievance Investigation Procedure

- (i) As provided for in Section 103 of the Labour Relations Code of British Columbia, where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee during the term of the Collective Agreement, the parties will appoint one of the persons named herein as “Investigators”, or a substitute agreed to by the parties, to:
  - 1) investigate the difference;
  - 2) define the issue in the difference, and
  - 3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

(c) Cost Sharing

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

(d) Investigators - Alternates Agreed to, and Selection

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

(e) Option Choice and Timing

- (i) Either party may choose to implement the investigation procedure provided that all Steps of the Grievance Procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

- (ii) The party wishing to use the investigation procedure shall notify the other party of the decision, within five (5) working days of the receipt of the reply at the last step of the Grievance Procedure. Such notification must be in writing.
- (iii) The party receiving notification may refuse to accept the Investigation 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.

## **22.07 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 or Officer.

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

- (a) Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined in Article 22 of the Collective Agreement:
  - 1) The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement.
  - 2) The outcome will be binding on both parties.
  - 3) The cost will be borne in accordance with Section 103 of the Labour Relations Code, i.e. Employer: one third (113); Union: one third (113); Government: one third (113).
  - 4) The procedure cannot be used should an application for a Settlement Officer, under Section 87 of the Labour Relations Code, have been made by either party.
  - 5) **No** legal counsel **will** be used by either party. The Union will use elected officers or Union representatives. The Employer will use employees of their Human Resources Office.
  - 6) The number of cases to be heard at any given time will not exceed three (3).
  - 7) The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.

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



- (b) The Mediator/Arbitrator will be selected from the list contained in Letter of Understanding #6.

## **ARTICLE 23 - DEFINITIONS**

### **23.01 OBJECTIVE INTERPRETATION**

Where a specific definition of a word, expression, term or 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 definitions or words, expressions, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article:

- (a) Departments are defined as:

- Banquets
- Bar and Grill
- Front Office
- Housekeeping
- Kitchen
- Maintenance

- (b) Bank Rolling:

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

## **ARTICLE 24 - ALLEGATIONS OF WORKPLACE VIOLENCE**

### **24.01 ALLEGATIONS OF WORKPLACE VIOLENCE**

Should an employee become a victim of an act of violence or threatened violence in the workplace, the Employer will take the following actions:

- (a) The Employer shall immediately conduct an investigation into the alleged act of violence or the alleged threatened act of violence. In addition, the Union shall have immediate access to any bargaining unit witness.
- (b) The Employer shall normally produce a written report within seven (7) days of the Employer becoming aware of the incident.
- (c) The Union shall be provided with a copy of this report.
- (d) No complainant shall suffer **loss** of wage or benefits while the matter is pending resolution.
- (e) This Article does not limit the right of the Employer to discipline employees.

## **ARTICLE 25 - HARASSMENT**

### **25.01 DISCRIMINATION/HARASSMENT PROHIBITED**

The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Harassment includes demeaning and abusive behaviour. Action contravening this policy will constitute grounds for discipline.

### **25.02 SEXUAL HARASSMENT**

Sexual harassment means any repeated and/or unwelcomed works or actions made by a person who knows or ought to know it is unwelcome and includes, but is not limited to, the following:

- (a) Unnecessary touching or parting
- (b) Suggestive remarks or other verbal abuse
- (c) Leering at a person's body
- (d) Compromising invitations
- (e) Demands for sexual favours
- (9)** Physical assault

### **25.03 COMPLAINT PROCEDURE**

A complainant wishing to file a formal complaint of harassment may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the General Manager or their designate and the President of the Local Union and deliver a copy to the alleged harasser.

### **25.04 INVESTIGATION**

The Parties agree that in the event of a formal complaint of sexual harassment it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

### **25.05 TRANSFER OF HARASSER**

Where sexual harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

### **25.06 HUMAN RIGHTS COMPLAINT**

Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of sexual harassment, including but not limited to hearing a Human Rights Complaint.

### **25.07 FACT FINDER**

Given the nature of the kinds of complaints described in this Article, there may be a dispute as to the facts. The parties recognize the importance of resolving any disputed facts as expeditiously as possible. Therefore, should a dispute as to the facts remain unresolved, then the parties agree to seek the assistance of an independent third party fact-finder who has experience in investigating matters of sexual harassment and other types of harassment as described in this Article. This third-party fact-finder will conduct an investigation, and will issue a written report that will be made available to both parties. The expense of the fact-finder will be borne equally by the parties.

## **ARTICLE 26 - DIGNITY AND RESPECT**

### **26.01 STANDARD OF CONDUCT**

In all of their dealings with each other, the Company and the Union agree that management employees, bargaining unit employees, representatives of the Union, and Union officials, will treat each other with dignity and respect.



IN WITNESS WHEREOF, the Parties hereto have signed the Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR:  
GUILDFORD VENTURES LTD.  
dba **SHERATON VANCOUVER**  
**GUILDFORD HOTEL**

FOR:  
CAW LOCAL 3000

\_\_\_\_\_  
Diane Lewin  
Director of Human Resources

\_\_\_\_\_  
Kevin Hancock,  
National Representative

\_\_\_\_\_  
John Kearns  
General Manager

\_\_\_\_\_  
Jean Van Vliet  
Vice-president, CAW Local 3000

\_\_\_\_\_  
Ron Schmidt  
Director of Labour Relations, H.I.R.

\_\_\_\_\_  
Anthony Dickart, Committeeperson

\_\_\_\_\_  
Jack Butterworth  
Chairman of the Board, H.I.R.

\_\_\_\_\_  
Beverly McFarlane, Committeeperson

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Steve Smith  
Secretary of the Board, H.I.R.

\_\_\_\_\_  
Shirley Hadland, Committeeperson

**APPENDIX "A"**

**WAGE AND CLASSIFICATIONS**

<u>A</u>	Effective August 8, 2006	Effective May 1, 2007	Effective May 1, 2008
<b><u>SERV EMPLOYEES:</u></b>			
<b>Front Office</b>			
Bell Captain	\$13.52	\$13.79	\$14.07
Bellperson	\$12.90	\$13.16	\$13.42
Guest Services	\$16.13	\$16.45	\$16.78
Night Auditor	\$16.39	\$16.72	\$17.05
Reservations	\$16.13	\$16.45	\$16.78
Front Desk Lead	\$16.33	\$16.66	\$16.99
Assistant Front Office Coordinator	\$17.43	\$17.78	\$18.14
<b>Housekeeping</b>			
Assistant Working Housekeeper	\$16.13	\$16.45	\$16.78
Room Attendant	\$15.60	\$15.92	\$16.23
Houseperson	\$15.60	\$15.92	\$16.23
Janitor	\$15.77	\$16.08	\$16.40
Nightcleaner	\$15.77	\$16.08	\$16.40
Laundry Worker	\$15.60	\$15.92	\$16.23
<b>Banquets</b>			
Coordinator	\$14.15	\$14.43	\$14.72
Captain	\$13.94	\$14.22	\$14.50
Server	\$12.33	\$12.58	\$12.83
Bartender/Server	\$15.09	\$15.39	\$15.70
Banquet Houseperson	\$13.31	\$13.58	\$13.85
<b>Kitchen</b>			
Garde Manger	\$17.48	\$17.83	\$18.19
First Cook	\$17.48	\$17.83	\$18.19
Second Cook	\$16.49	\$16.82	\$17.16
Cook's Helper	\$15.55	\$15.87	\$16.18
Steward	\$15.40	\$15.71	\$16.02
Receiver	\$16.18	\$16.50	\$16.83
<b>Bar &amp; Grill</b>			
Bartender/Server	\$15.09	\$15.39	\$15.70
Hostess	\$15.50	\$15.81	\$16.13

Server	\$12.33	\$12.58	\$12.83
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**Maintenance**

Maintenance Engineer	\$16.08	\$16.40	\$16.73
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No employee's wage rate shall be reduced as a result of the application of the wage schedules.

## APPENDIX "B"

### **BANQUET SCHEDULING**

Subject to the Employer's right to schedule the correct complement of employees the parties agree that in order to assist in the process of scheduling of blocks of shifts and individual shifts pursuant to Article 9.05 of the Collective Agreement the following procedure will be followed.

1. Employees who are scheduled on a 40 hours basis year round shall be provided with shift preference forms (including preferences for days off) as set out in the Mediator's Letter of Clarification on Scheduling dated January 16, 2007.
2. All other Banquet Department employees will submit their availability forms each week by no later than 12:00 noon on Tuesday. The Employer will post the banquet schedule each Thursday by 12:00 noon for the following week, based on the employee's seniority and stated availability.
3. Consistent with the provisions of the Collective Agreement which requires the Employer, to the extent possible, to maximize the length of daily shifts, and recognizing that many employees desire to have weekend days off, the Employer will endeavour to establish **as** many blocks of shifts as possible which will permit employees first of all to have both weekend days off, and secondly, to have at least one weekend day off.



**LETTER OF UNDERSTANDING #1**

Between: **SHERATON VANCOUVER GUILDFORD HOTEL**

And: **CANADIAN AUTO WORKERS, LOCAL 3000**

**RE: ARTICLE 9 - RESTRICTIONS ON EMPLOYEE'S AVAILABILITY FOR WORK**

If an employee chooses to restrict his/her availability for work to sixteen (16) hours a week or less, the following shall apply:

- (a) The employee must provide the Employer with at least two (2) weeks' notice, in writing, of the implementation date of the restriction.
- (b) The employee must provide the Employer with at least two (2) weeks' notice, in writing, of the removal of the restriction.
- (c) The employee shall revert to the junior position on the seniority list for the purposes of Article 9.05 (Assignment of Shifts by Seniority) until six (6) months after the date the restriction on their availability is removed.
- (d) The employee shall be allowed to restrict his/her availability only once in a twelve month period.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR:  
GUILDFORD VENTURES LTD.  
dba **SHERATON VANCOUVER**  
**GUILDFORD HOTEL**

FOR:  
CAW LOCAL 3000

\_\_\_\_\_  
Diane Lewin  
Director of Human Resources

\_\_\_\_\_  
Kevin Hancock,  
National Representative

\_\_\_\_\_  
John Kearns  
General Manager

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Jean Van Vliet  
Vice-President, CAW Local 3000

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Ron Schmidt  
Director of Labour Relations, H.I.R.

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Anthony Dickart, Committeeperson

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Beverly McFarlane, Committeeperson

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Shirley Hadland, Committeeperson

**LETTER OF UNDERSTANDING #2**

Between: **SHERATON VANCOUVER GUILDFORD HOTEL**

And: **CANADIAN AUTO WORKERS, LOCAL 3000**

**RE: NOTICE OF RESTRICTIONS ON EMPLOYEE'S AVAILABILITY FOR WORK**

If an employee chooses to restrict his/her availability for work the following shall apply:

- (i) The employee must provide the Employer with at least two (2) weeks' notice, in writing, of the implementation date of the restriction.
- (ii) The employee must provide the Employer with at least ~~two~~ (2) weeks' notice, in writing, of the removal of the restriction.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR:  
GUILDFORD VENTURES LTD.  
dba **SHERATON VANCOUVER  
GUILDFORD HOTEL**

FOR:  
CAW LOCAL 3000

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Beverly McFarlane, Committeeperson

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Shirley Hadland, Committeeperson

**LETTER OF UNDERSTANDING #3**

Between: **SHERATON VANCOUVER GUILDFORD HOTEL**

And: **CANADIAN AUTO WORKERS, LOCAL 3000**

**RE: ORDERLY OPERATION OF ARTICLE 9.05 - REQUESTS FOR SHIFT CHANGES OR REVISIONS**

All schedules will be posted and finalized as follows:

	<b>Posted</b>	<b>Finalized</b>
Banquets	Thursday at noon	Saturday at 2:00 p.m.
Restaurant	Thursday at noon	Saturday at 6:00 p.m.
Housekeeping	Thursday at noon	Friday at 3:00 p.m.

All requests for shift changes or revisions must be communicated to the supervisor or his/her designate by, at the latest, four **(4)** hours prior to the time that the schedule is to be finalized.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR:  
GUILDFORD VENTURES LTD.  
dba **SHERATON VANCOUVER  
GUILDFORD HOTEL**

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Diane Lewin  
Director of Human Resources

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Shirley Hadland, Committeeperson

**LETTER OF UNDERSTANDING#4**

Between: **SHERATON VANCOUVER GUILDFORD HOTEL**

And: **CANADIAN AUTO WORKERS, LOCAL 3000**

**BANQUET GRATUITIES**

This Letter of Understanding regarding Banquet Gratuities is effective April 1, 2000:

Gratuities 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.

Incumbents in the following classifications are eligible to receive a portion of the pool of gratuities belonging to the bargaining unit:

Banquet Captain  
Banquet Server  
Banquet Bartender/Server  
Banquet Houseperson

The total amount of gratuities shall be apportioned between the Employer and the eligible bargaining unit employees, on the basis of sixty percent (60%) to bargaining unit employees and forty percent (40%) to the Employer.

The bargaining unit portion shall be distributed among 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	1.0 points
Banquet Server	1.0 points
Banquet Bartender/Server	0.9 points
Banquet Houseperson	0.5 points

5. If a client refuses to pay a pre-negotiated gratuity, 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 gratuity portions shall be carried out by the Employer, and a gratuity allocation sheet will be maintained for each payroll period, showing the name of each eligible employee, the total hours worked by him/her during the pay period, the total number of points earned by him/her during the pay period, and the value of one point applicable to the pay period.

7. The accumulated total dollar amount of all the gratuity portions earned by an employee during any pay period, shall be indicated on his/her next semi-monthly pay cheque.
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 gratuities, 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/her gratuity for any pay period, he/she may file a grievance within fourteen (14) calendar days after the date on which he/she received his/her pay cheque 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 paid to the bargaining unit employees did not equal sixty percent (60%) of the total amount of gratuities in any given pay period, its officers or staff representatives may file a policy grievance pursuant to the provisions of Article 21 of the parties' collective agreement.
11. The gratuity distribution described in this Letter of Understanding resolves this issue in the negotiations between the parties on the renewal of the current collective agreement. Neither the Employer nor the Union will raise the banquet gratuity distribution issue throughout the remainder of said negotiations for a renewal agreement.
12. Portage Fees - All Portage fees received by the Employer will be distributed to bellpersons equally based on hours worked.
13. Gratuity due backs - The Employer will make every effort to pay out gratuity due backs to employees within seventy-two (72) hours. Tour gratuities will be paid semi monthly as per past practice.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR:  
GUILDFORD VENTURES LTD.  
dba **SHERATON VANCOUVER**  
**GUILDFORD HOTEL**

FOR:  
CAW LOCAL 3000

\_\_\_\_\_  
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Anthony Dickart, Committeeperson

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Beverly McFarlane, Committeeperson

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Shirley Hadland, Committeeperson

**LETTER OF UNDERSTANDING #5**

Between: **SHERATON VANCOUVER GUILDFORD HOTEL**

And: **CANADIAN AUTO WORKERS, LOCAL 3000**

**RE: WORK EXPERIENCE FOR SECONDARY SCHOOL STUDENTS**

Work experience placement of secondary students will not be made if such placement would replace or reduce the hours of a regular or casual employee. Further, no student will be placed in the Employer's workplace during any industrial relations dispute between the Union and the Employer.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR:  
GUILDFORD VENTURES LTD.  
dba **SHERATON VANCOUVER  
GUILDFORD HOTEL**

\_\_\_\_\_  
Diane Lewin  
Director of Human Resources

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Shirley Hadland, Committeeperson

**LETTER OF UNDERSTANDING #6**

Between: **SHERATON VANCOUVER GUILDFORD HOTEL**

And: **CANADIAN AUTO WORKERS, LOCAL 3000**

**RE: ARBITRATORS/INVESTIGATORS**

It is understood and agreed that the persons acting under Article 22 as Arbitrators or Investigators shall be drawn from the following list:

R. Blasina  
J. Dorsey  
J. Korbin  
R. Longpre  
J. McEwen

or such others as may be agreed by the parties and added to.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR:  
GUILDFORD VENTURES LTD.  
dba **SHERATON VANCOUVER  
GUILDFORD HOTEL**

FOR:  
CAW LOCAL 3000

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Shirley Hadland, Committeeperson



**LETTER OF UNDERSTANDING #7**

Between: **SHERATON VANCOUVER GUILDFORD HOTEL**

And: **CANADIAN AUTO WORKERS, LOCAL 3000**

**RE: EXTRA BANQUET EMPLOYEES**

Subject to the terms of the Collective Agreement, the Employer will continue its practice of contracting out extra banquet work when existing Sheraton employees cannot meet the workload, the following procedures will apply:

1. The Employer will pay wages according to the contract between the Hotel and the Contractor.
2. The Employer will pay union dues at 5% of gross earnings paid out for each contracted employee.
3. The Employer agrees to provide the Union with the relative information with respect to name of contracted employee, hours and dates worked and union dues paid.
4. The Employer agrees that all gratuities will continue to be split between bargaining unit employees and the Employer. Contractors/Contracted Employees shall not be included in the gratuity pool.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

FOR:  
GUILDFORD VENTURES LTD.  
dba **SHERATON VANCOUVER**  
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