

COLLECTIVE AGREEMENT

BETWEEN

HOST INTERNATIONAL OF CANADA, LTD
(Hereinafter referred to as the "EMPLOYER")

PARTY OF THE FIRST PART

AND

UNITE HERE, LOCAL 40
(Hereinafter referred to as the "UNION")

PARTY OF THE SECOND PART

Effective October 4, 2010 through October 3, 2013

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ARTICLE 1 – INTRODUCTION & PURPOSE

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.

Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with this Agreement, to prevent strikes, lockouts, slowdowns or other interference 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.

ARTICLE 2 – DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period from and including October 4, 2010 through October 3, 2013. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to Commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout; or
 - (iii) the parties enter into a new or further Agreement.
- (c) During the continuation period provided above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail or with other proof of delivery.

2.02 LABOUR RELATIONS CODE - SECTIONS 50(2) AND (3) EXCLUDED

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

2.03 WORK INTERRUPTION PROHIBITED

The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. Upon learning of any strike, stoppage of or refusal to work, or any other disruption of or interference with work, the Union shall make every reasonable effort, including the issuance of verbal and written instructions, to inform the employees of their obligation to return to work. The Employer agrees that during the term of this Agreement there will be no lockout.

ARTICLE 3 - UNION RECOGNITION

3.01 Recognition of Exclusive Bargaining Agent

- (a) The Company recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the Certification issued by the Industrial Relations Council of British Columbia, subject to the exclusions subsequently ordered by the Labour Relations Board, and found in Letter of Understanding #1 of the Agreement. The Employer agrees not to bargain with any other labour organizations for such employees specified in this Agreement during the term of this Agreement.**
- (b) For the purpose of this Agreement, the term “employee” or “employees” shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.**

3.02 Performance of Bargaining Unit Work

- (a) No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement except for the purpose of instruction, experimentation, or management training, in which case trainees shall not displace or replace any employee in the aforesaid classification except in cases of emergency when regular employees are not available.**
- (b) Refusal on the part of union members to work with non-union employees, pertaining to the bargaining unit, shall not be deemed to be a breach of this agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercising of the right. The written notice must be provided by the Union’s head office.**
- (c) This right is not intended to impede or curtail the practice of managers assisting bargaining unit employees during peak periods, as historically has been the case.**

3.03 Recognition of Legal Picket Lines

- (a) 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.**
- (b) 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.**

3.04 Harassment and Discrimination

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.**
- (b) Harassment means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee’s work performance or creating a hostile or offensive work environment.**

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

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

- (c) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 24 20 of this Agreement.**
- (d) If an employee files a grievance pursuant to 3.04 (c), the Employer shall carry out forthwith an independent investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.**
- (e) Any information arising from an investigation undertaken pursuant to 3.04 (d) shall remain confidential but shall be provided to the Union upon written request.**
- (f) In the event that a grievance filed pursuant to 3.04 (c) involves allegations against management personnel, the Employer shall ensure that there is no contact between the management employee and the grievor.**
- (g) The Employer shall post conspicuously in the workplace a policy regarding harassment and discrimination.**

3.05 Union Buttons

The parties agree that all Union employees are entitled to wear a Union button on duty, provided that the manner in which the button is worn shall not detract from the style of the uniform or costume normally worn by the employee and provided the button does not cause a health and safety concern.

3.06 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 the person is an authorized representative of the Union.**
- (b) When access is required for purposes of such investigation, the Union representative will notify the Employer in advance.**
- (c) Access will not be unreasonably denied by the Employer.**
- (d) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.**

ARTICLE 4 – UNION SECURITY

4.01 MEMBERSHIP

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

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 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 International Constitution, provided that the eligibility criteria and the manner of their administration are lawful in this province.
- (d) The Employer will notify the Union by letter whenever new employees are hired.

4.03 CHECK-OFF: ASSIGNMENT OF WAGES

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

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 membership applications and all monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the month after which the monies were deducted. The details of said deduction procedures shall be at the discretion of the Employer.
- (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 as per (c) of this Article, if such has not already been deducted.
- (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.

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

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

- (a) is not a member of the Union;
- (b) has not signed a written assignment of wages to pay initiation fees;
- (c) has revoked their written assignment of wages to pay initiation fees, union dues or union assessments;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (f) has resigned from the Union;

The Employer shall immediately discontinue the employment of such employee.

4.06 HOLD HARMLESS

The Union will hold harmless, defend and indemnify the Employer and its employees with respect to any and all claims, liabilities, costs and expenses, including attorneys' fees, arising out of or in connection with any action taken pursuant to the provisions of this Article.

ARTICLE 5 – UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union is entitled to appoint or elect from among the employees a reasonable number of Shop Stewards who are employed in and represent employees in the

bargaining unit. The duties of the Shop Stewards shall be to assist in the reporting and resolution of all grievances.

- (b) The Employer agrees to recognize a duly appointed or elected Shop Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Shop Steward's first obligation is the fulfillment of their responsibilities as an employee. During their working hours, the Shop Steward is not entitled to engage in Union activities other than involvement in the reporting and resolution of grievances.
- (d) The Union Steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld, with the understanding that job duties come first.
- (e) The approved time which is spent by stewards 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 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 workforce.
- (g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- (h) The Employer agrees that the Shop Steward may post official communications from the Union to its members on the employees' bulletin boards within the property, provided such communication is of a businesslike and non-inflammatory nature.

5.02 SHOP CHAIRPERSON

- (a) Shop Stewards may elect from their ranks a person who will be the Shop Chairperson.
- (b) The Shop Chairperson will be recognized by the Employer as the official spokesperson on behalf of the Union.
- (c) The Shop Chairperson will be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

5.03 MANAGEMENT AND UNION STEWARDS JOINT CONSULTATION MEETING

- (a) Upon request, a person or person designated by the Employer and empowered to act on a subject will meet with the Union Stewards every two months or more often as mutually agreed, to review problems that may arise concerning the application and operation of the Collective Agreement.

- (b) All Stewards will be permitted to attend such meetings without loss of pay, but there must be no resulting overtime or other premium costs to the Employer.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) When there is no current request or the Shop Chairperson agrees to waive a periodic meeting, it will not be necessary to convene such.
- (e) It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the Labour Relations Code.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 MANAGEMENT RIGHTS

The Employer reserves and retains, solely and exclusively all of its inherent rights to manage the business. Except as limited by this Agreement, the Employer alone shall have the full and exclusive authority to determine and direct the policies, procedures and methods of operating its business. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not abridged by this Agreement include, but are not confined to, the right to determine, and from time to time, to redetermine the number, types and locations of its operations and the methods, equipment and processes to be employed; to change, discontinue or automate methods, equipment, processes or operations; the right to determine qualifications for employees and to select its employees; to determine the size and composition of its work force; to determine production and work schedules and methods of work and production; to determine the number and type of equipment, machinery, materials and supplies to be used or operated and the products to be manufactured, processed or sold or the services to be rendered or supplied; to hire, promote, transfer, assign, layoff, and recall employees to work; to establish, modify and enforce reasonable rules or regulations, policies and practices; to reprimand, discharge, or otherwise discipline employees, to determine job content and the amount and types of work needed, to determine and make the assignments of work; to schedule the hours and days to be worked on each job in each shift; to discontinue all or any part of its business operations; to expand, reduce, alter, combine, transfer, assign or cease any job, job classification, department or operation; to determine the amount of supervision necessary, to control and regulate or discontinue the use of supplies, equipment, machinery and processes and any other property owned, used, leased or possessed by the Company; to introduce new, different or improved methods, means and processes of transportation, production, maintenance, service and operation; and, otherwise generally manage the operation and direct the work force. In its administration of its management rights, the Employer agrees to abide by all terms and conditions of the Collective Agreement.

6.02 RIGHTS RETAINED UNLESS SPECIFIED OTHERWISE

Except as specifically limited by this Agreement, or by any proper, formal and written amendments that may be made hereinafter, all of the rights, powers and authority that could legally be held by the Employer are retained by the Company and remain exclusively and without limitation within the rights of management. Should any management right not be exercised in some cases or for certain periods of time or in a certain fashion, it is understood that this does not establish a practice that would preclude the Employer from exercising such right in other cases or at other times or in other ways not in conflict with the express provisions of this Agreement.

6.03 EXCESS OF MINIMUMS

Nothing shall preclude the Employer from paying wages or providing benefits in excess of the minimums provided for within this Agreement, at its discretion. This may include but is not limited to the initiation and discontinuation of programmes intended as incentives or positive reinforcement for employees, such as programmes in the area of attendance, safety, or recruiting.

ARTICLE 7 – HIRING PROCESS AND PROBATIONARY PERIOD

7.01 POSTINGS

- (a) Openings in classifications which are known in advance of the date they are required will be posted with the work schedules for a period of six (6) days in order that employees currently on payroll may have the opportunity to apply to fill the opening.
- (b) The Employer is entitled to choose a person to fill a position which the Employer considers to be the best qualified and most suitable.

7.02 PROBATIONARY PERIOD

Each new employee will be considered on probation and will not be placed on a seniority list until he/she has completed ninety (90) calendar days of continuous employment. If, during the probationary period, any employee is deemed by the Employer to be unsuitable he/she may be disciplined or dismissed at the sole discretion of the Employer, with no recourse to the grievance provisions of this Agreement except as required by applicable law. The ninety (90) day period set out above shall only be extended by the mutual written agreement of the Employer and the Union.

ARTICLE 8 – EMPLOYEE TRAINING PROGRAMMES

8.01 EMPLOYEE TRAINING PROGRAMMES

- (a) The Union acknowledges that the Employees Customer Service Training Programme is an essential and necessary ingredient of the Employees business strategies and objectives. In a reasonable exercise of management's rights, employees are obligated to participate in Customer Service Training Programmes. As secondary language skills are an integral part of Customer Service, the Union acknowledges that employees may from time to time be required to participate in language courses.
- (b) Employees shall be paid for their participation in accordance with this agreement.
- (c) Further, the Employer will bear the cost of any course employees are required to attend.

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 conform with the following guidelines:**
 - (i) **not more than eight (8) hours in any one (1) day;**

- (ii) not more than five (5) working days in any seven (7) day period;
 - (iii) not more than forty (40) hours in any five (5) working day period.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at one and a half (1 ½) times the hourly rate.
- (c) This does not mean that the Employer guarantees to provide work for any number of hours per day or per week except as otherwise provided for in this Agreement.

9.02 Split Shifts

- (a) There will be no split shifts except for Dining Room and Lounge. Such employees shall not be required to work more than two (2) split shifts per week.
- (b) 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 three (3) hours,
 - (iv) all split shifts must be worked within a twelve (12) hour period.
- (c) A break exceeding one (1) hour shall constitute a split shift and the Employer is obligated to pay a split shift premium.
- (d) The premium shall be one (1) hours straight time pay in addition to the hours worked.

9.03 Shift Hours

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

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.
- (b) Shifts of 4, 6 or 8 hours may be assigned, subject to the provisions of Article 9.05.
- (c) The parties agree that there may be instances where added increments of one (1) hour are of mutual benefit to the employee and the Employer, such increments may be added by mutual agreement.
- (d) The Employer shall have the right to schedule Starbucks workers in shifts of 5 (five) or 7 (seven) hours.

9.04 Maximizing the Length of Shifts

The Employer is obligated whenever practical to maximize all hours available to employees within their classification before utilizing employees from another classification.

While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement the Employer is obligated to first build and maintain shifts of eight (8), six (6) and four (4) hours as the only recognized shifts. All eight (8) hour shifts will be scheduled before six (6) hours shifts are scheduled with a similar progression downward to four (4) hour shifts. The Employer shall have the right to schedule Starbucks workers

in shifts of 5 (five) or 7 (seven) hours.

9.05 Assignment of Shifts by Seniority

- (a) Within units 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.**
- (b) The employee within his/her unit and classification shall have the right to bid and receive hours of work up to and including forty (40) hours per week determined by seniority of the employee.**
- (c) Any regular employee shall be entitled, in descending order of seniority, to be excused from a maximum of two (2) shifts in any specific week, providing that there is an employee within the same unit and classification available to work the shift(s) in question at normal straight-time rates.**
- (d) 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.**
- (e) In the exercise of its rights to schedule shifts in a manner which is consistent with the best interests of its operation, the Employer will maintain the practice of making every reasonable effort to apply the principles of seniority to the assignment of a.m., p.m., and midnight shifts.**
- (f) The Employer will make every reasonable effort to apply the principles of seniority to the assignment of shifts which are equal in length.**
- (g) In the exercise of the rights referred to in paragraphs (d) and (e), the Employer will not treat any employee in an unfair and discriminatory manner, nor in a manner which constitutes a disciplinary measure against any employee.**

9.06 Days Off

- (a) All employees shall be entitled to two (2) consecutive days off in each seven (7) days.**
- (b) Notwithstanding (a) above, employees may split their days off in order to maximize their hours of work.**
- (c) Employees who work in a Lounge or Pub department shall receive two (2) days off, but the days need not be consecutive.**
- (d) Employees shall choose their preferred days off based on seniority. Full time employees' preference will be recognized prior to part time employees. Employees days off will remain as chose for a period of one (1) month. In the event an employee wishes to change their preferred days off they must give written notice to their employer/manager two (2) weeks in advance of the actual change.**

9.07 Payment of Overtime

- (a) All time worked by an employee in excess of eight (8) hours per day shall be paid**

at the rate of one and a half the regular hourly rate.

- (b) All work performed by an employee on their sixth (6th) or seventh (7th) consecutive day of employment shall be paid at the rate of double the regular hourly rate.
- (c) In any case where no employee is available to work a shift or the extension of a shift at straight time, and the employer determines that it is necessary to assign the work on an overtime basis, the following provisions will govern the assignment of overtime.
 - I. The overtime hours will be offered to the most senior employee within the classification and unit;
 - II. If the most senior employee decline the overtime the hours will be offered to other employees within the classification and unit in order of seniority;
 - III. If no employee within the classification and units is willing to work the overtime then the employer may assign the overtime to any other available employees without further restrictions.

9.08 Unpaid Meal Breaks

All employees working shifts of six (6) to eight (8) hours are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall not be less than one-half (1/2) hour or more than one (1) hour on the employee's own time.

9.09 Rest Periods

- (a) Employees shall be granted two (2) rest periods of fifteen (15) minutes each which shall, as far as it is practicable, be allocated at the mid-point of each half shift during normal hours of work.

9.10 Meals & Meal Breaks

- (a) After working five (5) hours in a row, an employee is entitled to an unpaid half-hour meal break. An employee who is required to work, or to be available for work, during a meal break must be paid for the meal break.
- (b) Should the employer require an employee to work during the meal break the employee will be paid for the additional time worked.

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.

Employees shall punch their own time cards only. The punching in or out of another employee's time card will be cause for discipline. Employees punching in must do so in uniform.

9.12 Work Schedules

- (a) The Employer shall post work schedules by 12:00 noon every Friday in a

conspicuous place specifying the names and classifications, starting and finishing times and days off of each employee. Except in the event of circumstances beyond the control of the Employer, an employee shall be given at least forty-eight (48) hours prior notice of any change in the work schedule.

- (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) If requested, the Employer will provide the Shop Chairperson with access to a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.
- (e) Employees shall adhere to the schedules unless there has been a mutual agreement between the Employer and the employee concerned to deviate from the schedule. The Company shall keep said schedule up to date.

9.13 Change in Work Schedules

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours, but not less than twenty-four (24) hours, when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or a minimum two (2) hours notice whenever possible to allow the Employer to cover the absence. When an employee is unable to have direct contact with the Employer they may have another person notify the Employer on their behalf.
- (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 their work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or four (4) hours pay.
- (f) Any employee whose schedule has been modified due to illness or injury will receive notice required in Article 9.13 (b) and (c).
- (g) The parties agree that no overtime penalty will be imposed on the Employer should an employee's days off be required to be changed for sound business reasons. In such cases, and prior to changing the schedule, the Employer will provide the employee with the opportunity to choose one of the following two (2) options;

- (i) A reduction of actual hours the employee works for the week in which the schedule change occurs; or
 - (ii) Split days off within the week in which the change occurs.
- (h) The Employer may cancel employees' assigned shift(s) in the event of a closure of the airport or area of the airport the employee performs their duties. The Employer will make every reasonable attempt to contact employees prior to their scheduled start time in this situation.

This provision of the Collective Agreement is not intended to erode the benefits contained within Article 9.06(a) of the Collective Agreement. This provision is intended to provide scheduling flexibility when business needs change.

9.14 Shift Trades

Employees who have completed their probationary period may on their own accord, for their own personal convenience, exchange shifts with other qualified employees in their classification, by submitting their request to management in writing forty-eight (48) hours prior to the commencement of the said shift and subject to the employees having the skill and ability to perform the work. The Company reserves the right to approve or disapprove the request and such approval will not be unreasonably withheld subject to (a) and (b) below.

- (a) No employee may shift change into overtime, change of status, i.e. full-time, part-time, premium pay, etc.
- (b) The parties recognize that shift changes may result in junior employees achieving more hours than a more senior employee in the same classification. In recognition of this possibility, the Union agrees that should this situation occur, such occurrences will not be the subject matter of a grievance.

9.15 Notice of Termination

Notice of termination provisions contained in Part 8 of the Employment Standards Act shall apply to this Collective Agreement.

ARTICLE 10 – SENIORITY

10.01 Seniority Entitlement Defined

- (a) **Seniority:** Is used to determine the order of layoff and recall within a classification within a particular unit.
- (b) Where an employee is regularly scheduled in different classifications and/or unit the employee's seniority will accrue in the unit and classification where most hours are worked. It is understood that hours which are worked in a unit different from that in which the seniority of the employee is held shall not be accrued toward the seniority of the employee except for purposes of Article 14.
- (c) In the event that an employee is regularly scheduled to work an equal amount of hours in two (2) different classifications, the employee can elect which classification they will accrue seniority. Once the choice is made it cannot be

altered unless the Union and the Employer mutually agree.

- (d) Annual vacation entitlement will be determined by the employee's total years of service and the employee shall be granted holidays according to that established seniority.
- (e) While the Employer has no obligation to offer extra work to any person outside the classification, should it be decided to offer such work to persons inside rather than outside the division, the principles of seniority first within the unit and then within the bargaining unit will apply, provided such senior person possesses the necessary skill and ability to perform the full measure of the work required.

10.02 Eligibility for Seniority Entitlement

- (a) For the purpose of this Agreement "seniority" shall only apply to an employee who has completed their probationary period.
- (b) In any case where more than one employee commenced working within a unit or classification on the same date, the determination as to the order in which such employees shall be assigned to the new seniority list, shall be made by a lottery draw. A Shop Steward will be present at the time of the draw.
- (c) Upon successful completion of the probationary period, a part-time employee will be credited with total hours worked during the probation period. Regular employees will be credited from date of their commencement of employment.
- (d) **Regular Employees:** An employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis, who has qualified by completing 240 hours of work within a period of three (3) consecutive months and who is available to work at any time of any of the seven (7) days in any week without any restrictions.
- (e) Each newly designated regular employee shall have his/her seniority defined as follows:
 - (i) for unit purposes, by reference to the date when he/she entered his/her current unit;
 - (ii) for classification purposes, by reference to the date when he/she entered his/her current classification;
 - (iii) for all other purposes, by reference to the date when he/she commenced his/her employment.
- (f) **Part-Time Employees:** An employee who works scheduled shifts by the Employer on a continuous basis, but who may not be available at various times during any of the seven (7) days in any week.

Each part-time employee shall have his/her seniority defined by reference to all of the hours accrued by him/her up to and including May 1, 1993.

- (g) **Seniority Rights for Part-Time Employees:** All part-time employees shall be entitled to exercise their seniority rights in the descending order of the number of hours which they have accrued.

- (h) The Employer, before hiring additional staff within a classification, will provide available hours to present employees who have made themselves available, according to seniority.

10.03 Accrual of Seniority

- (a) Seniority shall be accrued on the basis of date of employment. When determining date of employment, the following shall apply:
 - (i) any paid time off shall be accrued as time worked;
 - (ii) time off as the result of an injury or illness, shall be counted as time worked, provided that a related claim is accepted by either the Workers' Compensation Board or the Health & Welfare Plan provided for in this Agreement. There shall be a cap of one year;
 - (iii) up to one (1) month of consecutive time off for a leave of absence pursuant to Article 16.1 shall be counted as time worked;
 - (iv) time spent on an approved educational course or negotiating committee shall be counted as time worked;
 - (v) non-occupational illness or injury for a period of up to six (6) months;
 - (vi) Maternity and Paternal Leave in accordance with prevailing Employment Standards legislation.

(b) Loss of Seniority

An employee shall lose all seniority rights and will be deemed terminated where that employee:

- (i) voluntarily terminates their employment;
- (ii) is discharged and not reinstated through the grievance procedure or arbitration procedure;
- (iii) is absent from work for three (3) consecutive working days without a valid reason;
- (iv) is laid off for more than six (6) months;
- (v) fails to report for work when a notice of recall has been sent by the Employer in accordance with 11.04(e);
- (vi) uses a leave of absence for other than that for which it was granted; a personal leave shall be up to three (3) months in length.

(c) Seniority Retained but not Accrued

- (i) during any absence not referred to in (a) above for which the Employer does not pay the employee directly;

10.04 Seniority Lists

- (a) The Employer agrees to post a unit seniority list in January and June of each year. The Seniority Lists shall contain the following information:
 - (i) Employee's name;
 - (ii) Employee's start date and service date;
 - (iii) Employee's classification;
 - (iv) The value of the part-time employees seniority credits computed in hours

worked according to the formula agreed upon by the parties pursuant to Article 10.06;

- (v) Separate lists shall be posted for regular, part-time employees.
- (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 lists must be lodged with the Employer during the thirty (30) days in which the list is posted.
- (c) At the time of posting a copy of the seniority lists shall be given to the Union and the Union Stewards upon request.
- (d) New employees will be added to the unit seniority list following completion of their probation period.

10.05 Procedure for Attainment of Regular Seniority Status for Part-Time Employees

- (a) Each employee shall be advised by the Employer not later than the end of the month immediately following the end of the first three (3) month period in which he/she worked at least 240 hours, that he/she has qualified to be a regular employee, and shall be required to elect in writing not later than the month immediately following the receipt of the Employer's advice, either to retain his/her part-time employee status or to be granted regular employee status.
- (b) For part-time employees, in the event he/she elects to be granted regular employee status, his/her name shall be added to the regular employee seniority list for his/her unit and classification immediately following the granting of regular status.
- (c) In the event the employee declines the opportunity to be granted regular employee status or fails to make his/her selection within the prescribed time, he/she shall retain his/her part-time employee status until such time as he/she re-qualifies for regular status.
- (d) Any part-time employee shall be entitled to apply for and attain regular status on any subsequent occasion when he/she has worked a minimum of 240 hours within the three (3) consecutive months immediately preceding the month in which he/she makes application. It is understood that the Employer has no obligation to advise such employee that he/she has qualified for regular status.

10.06 Seniority Credit Formula

(a) Conversation of Hours Worked to Calendar Start Dates

In the case of an employee who qualifies as a regular employee after May 1, 1993, and who elects to be designated as a regular employee, the total number of hours accrued by him/her in his/her current unit and classification as a probationary employee and part-time employee, shall be converted into a calendar date or dates by:

- (i) dividing the total number of hours by 8 so as to produce the equivalent number of working hours;
- (ii) round the result to the nearest whole number;
- (iii) multiplying the resulting whole number by the factor of 1.4 to produce the number of equivalent calendar days;

- (iv) rounding such product to the nearest whole number; and
- (v) subtracting such number of calendar days from the last day of the third of the three consecutive months referred to in paragraph 5.

(b) Example of the Conversion Formula

An employee who was the first hired on March 17, 1986, worked intermittently thereafter. The employee then opted for regular employee status. He/she had worked a total of 2,158 hours up to the end of November 1989, in the same unit and classification. The conversion formula works as follows:

- (i) $2158/8 = 269 \frac{6}{8}$ working days;
- (ii) $269 \frac{6}{8} = 270$;
- (iii) $270 \times 1.4 = 378$ calendar days;
- (iv) No rounding necessary;
- (v) November 30, 1989 - 378 calendar days = November 17, 1988.

- (c) In the case of a regular employee who elects to become a part-time employee, they shall have their seniority calculated by converting their years of service as a regular employee x 2,080 hours.

ARTICLE 11 – PROMOTIONS, TRANSFERS, LAY OFF AND RECALL

11.01 Promotions

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

This provision shall only apply to a promotion within the bargaining unit.

11.02 Promotions and Transfers

- (a) Any employee who is granted a promotion or transfer appointment by the Employer shall be on a trial period for up to sixty (60) calendar days for promotions and transfers. During this trial period the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job to the satisfaction of the Employer.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period or should he/she decide during the trial period that he/she does not want to continue in the job then the employee may be returned to his/her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion to move back into their job positions and wage rates which they occupied prior to the promotion.

- (c) An employee transferred to another job either on promotion or otherwise will be paid the rate of pay in the new classification that recognizes the employee's months of service with the company.

Employees already paid above the maximum rate for the classification will be paid the eighty-four (84) month rate.

11.03 Demotions and Seniority

When a shortage of work occurs which necessitates a reduction in the work force the employee with the least classification seniority within the unit affected shall be laid off. It is understood that:

- (a) An employee who is laid off may be demoted to a lower classification provided that work is available provided the employee is qualified to perform the work.
- (b) An employee who is laid off may exercise his or her seniority to displace the junior employee in another classification provided the laid-off employee worked in that classification immediately prior to his or her present classification in the forty-eight (48) months preceding the date of layoff and provided the employee is qualified to perform the work.
- (c) An employee who is transferred to another job under the provisions of (a) or (b) shall be paid the rate applicable to the job to which he/she is transferred.

11.04 Lay-off and Recall Procedure

- (a) When lay-off occurs within a unit the employee with the least seniority within the particular classification shall be the first laid off.
- (b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.
- (c) In the event of a lay-off the order of lay-off within the affected classification and unit shall be as follows: probationary employees, then part-time employees, then regular employees.
- (d) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purpose of recall. Failure on the part of the employee to provide this information and update it as required may result in the employee forfeiting his/her recall rights.

The Employer agrees that recall notification will be by direct contact (including personal contact, and telephone contact), or registered mail. The Union will be notified of the employees who have been provided recall notification. Any employee failing to advise the Employer (Human Resources) of their intention to return to work within forty-eight (48) hours of recall or failing to report for duty within ten (10) calendar days from the time of recall notification shall be considered to have resigned without notice.

- (e) For the purpose of lay-off or recall, seniority will apply so long as the Employer in applying seniority is always able to maintain a working force of employees who have the ability to do the work required.

- (f) When recalling employees to work after a lay-off, they shall be recalled in inverse order to that in which they are laid off subject to the ability of the employees to do the work required.
- (g) The Employer agrees that whenever there is a reduction in the workforce which involves a lay-off of a period of one (1) week or more the employees affected by the lay-off will be given one (1) week's prior notice of the lay-off. It is understood that the requirement of giving prior notice to the employees shall not apply in the event that there is a lay-off which results from an act of God or a breakdown of operations or a strike or labour dispute.
- (h) The Employer agrees that any employee recalled under the terms of this Agreement is entitled to:
 - (i) Have health & welfare and pension contributions resume if the employee was eligible for said contributions at the time of lay-off.
 - (ii) If the employee was still in the eligibility period for health & welfare and pension contributions at the time of the lay-off, they shall be credited with past service towards completing eligibility requirements.

11.05 Recall Rights on Closure of a Unit

- (a) Any employee who is laid off as a result of the permanent closure of a Unit shall be offered either:
 - (i) severance pay and termination of employment;
 - (ii) recall rights for a period of twelve (12) months from the date of lay-off; or
 - (iii) the opportunity to bump the most junior employee in the classification within the bargaining unit provided that employee has less seniority than the employee being laid off.
- (b) Any employee who bumps in accordance with subsection (a) (iii) shall retain their classification seniority for pay and scheduling purposes. It is understood that exercise of classification seniority for scheduling purposes will take effect on the next posted schedule.
- (c) Any pre-security employee who bumps into a post-security position in accordance with Subsection(a) (iii) and who does not receive a Transport Canada Restricted Area Identification Card (RAIC) shall be placed on a non-disciplinary lay-off for one (1) week and given the opportunity to arrange a trade with an employee in a pre-security position in the same classification who possess a current RAIC. The proposed trade must be approved by the employer who will not deny approval unreasonably. If the parties are unable to arrange a trade within the one (1) week period, the Union and the Employer agree to meet and discuss the situation.
- (d) When employment opportunities arise in Unit's outside the employee's Department, the Employer will send, by registered mail, an invitation for employees to apply for said positions. It is understood that the employee applying

for said position shall be required to complete brand specific training as provided by the Employer.

- (e) If the laid-off employee applying for such position is unable to complete brand specific training he/she may opt to receive his or her severance pay or return to the recall list provided that they at no time will recall rights extend beyond the twelve (12) month period following the initial lay-off.
- (f) Severance pay for the purposes of this Agreement shall be calculated on the basis of one (1) weeks pay for each year of service, prorated for partial years of service, to a maximum of eight (8) weeks pay. It is agreed that time on the recall list shall not be included for the purposes of calculating severance pay.

11.06 Change of Workforce - Gender

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

ARTICLE 12 – ADMINISTRATION

12.01 WAGE RATE CONDITIONS

The wage scale within this Agreement is based on a minimum and does not prevent the Employer from paying a higher rate if she/he so desires. No employee at present receiving a higher wage than called for in this Agreement shall have his/her wage reduced, so long as he/she remains in the same position with the same duties.

12.02 NEW CLASSIFICATIONS & WAGE RATES

It is agreed that job classifications and wage rates not specifically set out in the attached appendix of this Agreement shall be included in the schedule by mutual consent of both parties to this Agreement. If unable to agree, either party may invoke the grievance procedure as defined in this Agreement.

12.03 ELECTION DAYS

- (a) Time off work to vote in a Federal or Provincial Election will be as provided by law.
- (b) The normal method of scheduling will prevail on election days.

12.04 NO REDUCTIONS

No employee shall suffer any reduction in wages or benefits as a result of this Agreement. No employee covered under Side Letter #1, Section I (B), shall suffer any reductions or benefits upon being covered by this Agreement.

ARTICLE 13 – STATUTORY HOLIDAYS

13.01 STATUTORY HOLIDAYS

- (a) The following shall be considered statutory holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
B.C. Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- (b) Should an additional holiday be proclaimed as mandatory by the Legislature during the term of this Agreement that additional holiday will be recognized by the Employer.
- (c) Wherever practical, employees shall be entitled to either Christmas Day or New Year's Day off, according to seniority.

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 day's wages as calculated below.

13.03 PAYMENT FOR STATUTORY HOLIDAY PAY

- (a) 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 regular rate for any hours so worked on all statutory holidays in addition to holiday pay as provided herein
- (b) For the purposes of determining holiday pay entitlement, the average daily earnings, exclusive of overtime, for the days worked in the four (4) week period immediately preceding the holiday shall be used.

13.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) In order to be eligible for statutory holidays an employee must have completed thirty (30) days of employment and have earned wages or performed work in respect of fifteen (15) of the last thirty (30) calendar days before the statutory holiday occurs.
- (b) An employee shall only qualify for holiday pay if he/she has worked on his or her regular scheduled shift immediately prior to the holiday and on his or her regular scheduled shift immediately after the holiday.
- (c) Employees who are eligible for statutory holiday pay will receive their normal earnings for the holiday based on the regular hourly rate, whether or not they are scheduled to work on the statutory holiday,
- (d) An employee shall not be disqualified from receiving holiday pay in the event that the employee was absent on either or both of the shifts referred to herein due to sickness or injury or authorized leave of absence, provided that the absence or layoff commenced no earlier than seven (7) days prior to the statutory holiday. It is understood that if an employee is off work on the statutory holiday and is compensated in any way from any source for the day of the holiday, he/she shall not receive holiday pay hereunder.

13.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

- (a) If an employee is scheduled to work on a paid holiday but fails to report and work as scheduled on the day of the holiday, without reasonable cause, or without leave of the Employer, that employee shall not receive any pay for such holiday.
- (b) The Employer is entitled to require the employee to substantiate the "reasonable cause" for their absence.

13.06 NORMAL SCHEDULE

In a week where a statutory holiday occurs, the normal method of scheduling will prevail.

13.07 STATUTORY HOLIDAY DURING EMPLOYEES' VACATION

Should any statutory holiday for which an employee is eligible occur during the employee's vacation period, an extra day of vacation pay will be granted on the next pay cheque.

ARTICLE 14 – ANNUAL VACATION

14.01 EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE

Employees whose employment is terminated before the completion of one (1) year of service will receive annual vacation pay in accordance with the provisions of applicable legislation.

14.02 ANNUAL VACATION

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

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Annual Vacation PU</u>
1 year but less than 5	2 weeks	4%
5 years but less than 8	3 weeks	6%
8 years and over	4 weeks	8%

- "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.
- "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.

14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

The scheduling of vacations shall be made in a manner which recognizes seniority.

- (a) **Employees shall have preference according to seniority with respect to annual vacation within their units and classifications provided they file applications by February 1 of each year for vacations to be taken during that year (March 1 – February 29).**

- (b) The Employer will respond to these applications, in writing, by March 1st. Applications filed outside these guidelines must be answered in writing within two (2) weeks from receipt of application, with vacations being granted on a first come first serve basis. Applications for vacation time are to be in writing.

14.04 VACATION DURATION

An employee shall not be required to take annual vacation periods of less than one week's duration.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 LEAVE OF ABSENCE: EMPLOYEES ELECTED TO UNION OFFICE

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a position within the Union **for the length of time employee is in the Union's service. Seniority shall be maintained while on this leave of absence.**
- (b) A request for such an approval leave must be given to the Employer by the Union, in writing **at least fourteen (14) calendar days prior to commencement of such leave,** on Union letterhead and signed by an Officer of the Union **or their designee.**
- (c) An employee who obtains such a leave of absence shall return to their employment within forty-eight (48) hours after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time **from any one (1) unit where there are fewer than twenty (20) employees or more than four (4) employees at a time from the bargaining unit.**

15.02 LEAVE OF ABSENCE: UNION CONVENTIONS & EDUCATIONAL PROGRAMMES

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to one (1) employee who is elected as a delegate to attend a Union convention for up to one (1) week per year or up to three (3) members of a negotiating committee to attend bargaining to renew this Agreement. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to one calendar week for leave of absence without pay, for up to one (1) employee at any one time in any one classification, to attend bona fide shop steward education programmes.

Written notice shall be given at least fourteen (14) 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 programmes within the hospitality/service

industry. Written applications for such leave must be received at least fourteen (14) days prior to the commencement of such leaves.

15.03 LEAVE TO APPEAR AS WITNESS

- (a) Subject to the provisions of paragraph (b), any employee covered by this Agreement who is required to attend any commission, court or hearing, to give evidence in any civil or criminal case at the request of the Employer, the employee shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay and a maximum of eight (8) hours pay.
- (b) For the purposes of this provision, a commission, court or hearing does not include a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union.
- (c) Notwithstanding paragraph (b), an employee who is called by the Employer to give evidence at a grievance arbitration hearing, an industrial inquiry commission, the Labour Relations Board or any other tribunal or hearing which is concerned with the labour-management relationship between the Employer and the Union, shall be compensated in accordance with the provisions of paragraph (a).
- (d) The regular shift schedule will be maintained during any period of witness duty as described in this Article. An employee will have an entitlement and an obligation to complete that schedule should witness attendance so allow, provided that it will not extend to the creation of more than an eight (8) hour work day (including time in court),

15.04 BEREAVEMENT LEAVE

- (a) In the event of a death of a member of the immediate family of an employee who has completed the probationary period, the employee may request bereavement leave and shall be granted up to three (3) days paid leave of absence. It is understood that the three (3) days of bereavement leave shall be taken within thirty days following the date of loss.
- (b) Immediate family for the purpose of the clause shall include mother, father, mother-in-law, father-in-law, spouse, son, daughter, brother, sister, grandchildren, grandparents, step-parents and step-children.
- (c) For the purposes of this Article, the term "spouse" shall be defined to include a common-law or same-sex partner with whom the employee has cohabited for a minimum period of one (1) year.
- (d) The Employer is entitled to require proof of death and/or relationship.

15.05 MATERNITY AND PARENTAL LEAVE

All employees will be afforded all benefits of Maternity and Parental Leave in accordance with employment standards legislation.

15.06 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. Provided that the employee concerned deposits with the Employer any pay received for such duty, an employee shall continue to receive their full wages for such period of time for up to ten (10) days in any twelve (12) month period. To be eligible for this clause the employee must have completed six (6) months or more with the Employer.

15.07 GENERAL LIMITATION ON LEAVES OF ABSENCE

All employees may, at the discretion of the Employer, be granted an unpaid leave of absence not to exceed three (3) months unless approved by the Union in writing. To obtain a leave of absence permission must first be sought in writing and the Employer must confirm the granting of a leave in writing. The granting of a leave of absence will not be unreasonably withheld, based upon business needs. A copy of the confirmation shall be sent to the Union.

15.08 RETURN FROM LEAVES

- (a) In cases of approved leave as provided above, employees are entitled to reinstatement in their former position within forty-eight (48) hours, with all rights and conditions which the employee formerly enjoyed, according to the terms of the Agreement which is in effect at the time of the employee's return.
- (b) In cases involving such an absence where the Employer has hired a new employee into the classification to cover for the absent employee, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

ARTICLE 16 – BENEFIT PLANS

- (a) **After six (6) months of employment, the Employer shall continue to provide its health, dental, sick pay, and merchandise discount plans in accordance with the provisions of each plan, which may be altered at the discretion of the Employer in keeping with changes made to these plans. The Employer shall contribute 75% of the cost of said health and dental plans. The Employer's responsibility is limited to the payment of premiums as set out above, and the eligibility for benefits under the benefits plans will be subject to the policies of the insurance carrier selected by the Employer.**
- (b) Full time employees shall receive one (1) Perfect Attendance Day immediately upon achieving six (6) months of perfect attendance, which then initiates the tracking of a new six-month period, moving forward. Said Day entitles an employee to take one (1) day off work with regular base pay for normally scheduled hours, by advance mutual agreement with their manager. It is understood that said Days must be used within twelve (12) months, or they shall be forfeited.
- (c) Full time employees who achieve perfect attendance for a given calendar quarter (three (3) months) shall be entitled to receive a fifty percent (50%) parking subsidy, or for those employees who do not use the parking, an equivalent dollar amount to be used for transit expenses for the next **quarter** year. Perfect attendance shall be measured quarterly on April 1st, July 1st, October 1st, and January 1st.
- (d) Each full-time employee who has completed six (6) months of continuous full time employment with the Employer shall accumulate sick days at the rate of one (1) day for

each additional calendar quarter of completed employment following the date of eligibility, to a maximum of four (4) sick days per year. Unused sick days may be carried over to the following year provided that an employee cannot accumulate more than eight (8) sick days at any one time. Sick days can only be used when an employee is sick and the Employer has the right to require a medical certification from an employee claiming sick leave. Unused sick days shall not be paid out.

- (e) Full time employees who have completed one (1) year of continuous full time employment with the Employer will be eligible to participate in the Group RRSP. Participation is voluntary. The Employer will match employee contributions up to a maximum of two percent (2%) of an eligible employee's straight time earnings, based on a thirty-five (35) hour work week. After an employee has participated in the plan for three (3) years, the Employer will match employee contributions up to a maximum of four percent (4%) of an eligible employee's straight time earnings, based on a thirty-five (35) hour work week. The plan shall be administered in accordance with the conditions set out by the Employer.
- (f) While working, employees shall be entitled to a meal discount of fifty percent (50%) for one (1) meal to be eaten during their unpaid meal period, and drip coffee during breaks. This discount shall be available on items determined by the Employer, and is to be consumed under policies and procedures determined by the Employer. Said discount is supplied strictly for the immediate personal consumption of the employee, and is not to be passed on to others. No such food or drink supplied may be taken away from the applicable eating area, under any circumstances.

ARTICLE 17 – MISCELLANEOUS EMPLOYEE ENTITLEMENTS

17.01 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein.

17.02 NOTICE AND/OR SEVERANCE

Said benefits shall be as provided by law.

ARTICLE 18 – EMPLOYEE CONDUCT AND DRESS

18.01 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES

The Employer will disseminate its rules for the conduct of employees, and provide a copy to the Union upon request.

18.02 MEDICAL EXAMINATIONS

- (a) All employees may be required, so as to comply with laws or so as to comply with regulations of the Employer, to submit to medical examination. Any such examination shall be carried out by a medical practitioner designated and paid for by the Employer.
- (b) It is understood that employees shall not lose any wages as a result of having to attend a medical examination arranged for by the Employer.

- (c) When an employee is required by the Employer to attend a medical examination outside the employee's normal working hours, then the employee shall be paid two hours pay. Employees will not be asked to attend medical examinations on their regular days off.

18.03 CONTROL OF ABSENTEEISM

Recognizing that 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) The Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work;
- (b) Every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on their behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances. Said notice shall be at least two (2) hours before scheduled time, unless proof is shown to the Employer's satisfaction that this was not possible. In the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, or if cumulative absence becomes unacceptable, such absence will be just and reasonable cause for discipline,
 - (i) where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfillment of the employment relationship with the Employer, the Employer may terminate the services of the employee;
 - (ii) in relation to any provision in this Collective Agreement where the Employer may require medical evidence of an employee's ability to return to work or to continue to work, the Employer may require that the employee be examined by and present a medical certificate from a physician selected by the Employer and approved by the Union, with such approval not to be unreasonably withheld. In the event that an Employer requires an employee to submit to such an examination, any resulting charge by the doctor which is not paid by the employee's medical insurance plan, will be paid by the Employer.

18.04 AUTHORITY RE: CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS

When an employee is authorized to cash cheques, honour credit cards or credit accounts, the employee will not be held responsible for any losses provided the employee has followed management's instructions, but where an employee assumes responsibility of cashing cheques, honouring credit cards or credit accounts without such authorization from management or according to instructions, the employee will be held responsible.

18.05 UNIFORMS

- (a) The term "uniform" includes external wearing apparel and accessories, excluding shoes, of distinctive design or color, which could not normally be worn during off-duty time. 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 base at large required to wear the said uniform.

- (b) Employees regularly scheduled thirty or more hours per week, who are required to wear such uniforms, will be supplied two uniforms upon hire and a third uniform after completion of the probation period. Each employee who is not regularly scheduled for thirty or more hours per week, and who is required to wear a uniform, will be provided with two uniforms.
- (c) Each employee will maintain his/her uniforms to the Employer's standards. The Employer will replace any uniforms that become damaged or worn through normal use, upon receipt of such damaged or worn uniforms from the employee. Employees shall be liable for the replacement cost of uniforms that are lost or damaged other than through normal use.
- (d) At the employer's discretion, uniforms will either be laundered by the employer or the employer shall compensate employees who launder their own uniforms at the rate of seventy-five cents (\$.75) per shift.

ARTICLE 19- DISCIPLINE WARNINGS

19.01 DISCIPLINARY WARNINGS

- (a) Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than eighteen (18) months prior to the date of a new disciplinary or corrective counseling action. Such documents more than eighteen (18) months old may only be used as evidence that an employee was aware of a rule or policy, or to show past corrective measures taken, or as evidence of a pattern of behavior (such as a history of racially discriminatory actions or sexual harassment, etc).
- (b) When the Employer calls an employee to a formal disciplinary meeting (e.g., to give a verbal warning, written warning etc.), the employee, at his or her option, shall have the right to be accompanied to that meeting by a shop steward, or when a shop steward is not available, by a fellow bargaining unit member. The shop steward or fellow bargaining unit member shall attend the meeting without loss of pay, but there must be no resulting overtime or other premium pay cost to the Employer.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.01 Definition and Recognition of a Grievance

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

20.02 Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward for the

department in which the employee works. Where no Department Steward exists, the employee may choose to be accompanied by any Shop Steward.

20.03 Step One

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

20.04 Step Two

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

This step must be taken by notice in writing within ten (10) working days of the date on which the written answer was delivered in Step One.

20.05 Step Three

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step within ninety (90) working days (excluding Saturday, Sunday & Holidays) of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing. The next step involves a selection from the following alternatives:

- (1) the optional grievance procedure provided for in 20.13;**
- (2) a single Arbitrator;**

20.06 Union and Employer Policy or General Grievance

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

20.07 Time Limits

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

20.08 Persons Authorized to Deal with Grievances

- (a) The Union agrees to provide the Employer with a written list of the names of any**

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

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

20.09 Arbitrators

Seven (7) full days (excluding Sundays and Holidays) shall be allowed for selecting of a single Arbitrator.

The parties will select an impartial Arbitrator. In the event the representatives or the parties are unable to agree on an Arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be asked to appoint one.

20.10 Arbitration Hearing and Award

- (a) As soon as the Arbitrator has been appointed, she/he will be encouraged to commence the hearing within five (5) working days and further encouraged to render a decision within fourteen (14) calendar days of the hearing.
- (b) In order to expedite the arbitration process, the parties agree that they will meet to identify the issue or issues and to prepare in written form a statement of facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the Board of Arbitration or the single Arbitrator.

20.11 Authority of the Arbitration Board

- (a) The parties to the arbitration recognize that the authority of the arbitration board is set out in Section 89 of the Labour Relations Code of British Columbia.
- (b) The Arbitrator shall have no power to add to or subtract from or modify any terms of this Agreement.

20.12 Cost Sharing

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

20.13 Optional Grievance Investigation Procedure

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

- (a) Purpose and Scope

Recognizing that there are times and circumstances in which it may be necessary to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays

associated with formal arbitration proceedings, the parties have agreed to provide for an optional grievance investigation procedure.

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

(b) Optional Grievance Investigation Procedure

As provided for in Section 103 of the Labour Relations Code 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) Investigators-Alternates Agreed to, and Selection

The parties have agreed that for the term of this Agreement the persons named in a Letter of Understanding will be recognized as their "Investigators" for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment.

Selection of a particular named individual to serve in each instance shall be by agreement of the parties. Should the parties fail to agree on the selection, then the person next on the list after the last appointment shall be chosen.

(d) Option Choice and Timing

Either party may choose to implement the investigation procedure provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The party wishing to use the investigation procedure shall notify the other party of the decision, within thirty (30) working days (excluding Saturday, Sunday & Holidays) of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.

The party receiving notification may refuse to accept the investigator procedure, in which case the arbitration provisions of this Agreement are then available and the time limit contained in that article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within five (5) working days.

(e) 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.

ARTICLE 21 – DEFINITIONS

21.01 OBJECTIVE INTERPRETATION

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

21.02 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.

ARTICLE 22 – SAVINGS CLAUSES

22.01 CONFLICT WITH LAW

Any aspect of this Agreement that is or becomes contrary to applicable legislation, law or regulation shall be considered null and void, however the balance of the Agreement shall remain in effect.

22.02 NEGOTIATED AGREEMENT

The parties agree and acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all such subjects have been freely discussed and negotiated, and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments, and practices, whether oral or written, and expresses all obligations of and restrictions imposed on the Employer and the Union.

ARTICLE 23 -WAGE RATES AND INCREASES

23.01 STARTING WAGE RATES

- (a) The minimum wages for classifications are attached as Appendix 1.**
- (b) It is specifically understood by the parties that the minimum wage rates above are exclusive of any premium pay.**

23.02 ACROSS-THE-BOARD RAISES

- (a) The following wage increases shall apply to all individuals and contract rates:**

Effective October 4, 2010 an increase of 35¢/hour

Effective October 4, 2011 an increase of 40¢/hour

Effective January 1, 2013 an increase of 30¢/hour

(b) For employees covered under Section I (B) (i-v) (“Current Units”) in Letter of Understanding # 1 , the following additional wage increases will apply:

(i) For those employees covered under this Agreement, as described by Section 1 (B) of Letter of Understanding # 1, prior to October 4, 2011, effective on the date of being covered by this Agreement, an increase of 35¢/hour.

(ii) For those employees covered under this Agreement, as described by Section 1 (B) of Letter of Understanding # 1, after October 4, 2011 and before January 1, 2013, effective on the date of being covered by this Agreement, an increase of 75¢/hour.

(iii) For those employees covered under this Agreement, as described by Section 1 (B) of Letter of Understanding # 1, after January 1, 2013, effective on the date of being covered by this Agreement, an increase of \$1.05/hour.

(c) For all former Host 2/CARA employees hired prior to March 31, 2011, they shall enjoy the following:

(i) the following wage increases shall apply to all individuals and contract rates:

Effective April 1, 2011 an increase of 30¢/hour

Effective April 1, 2012 an increase of 30¢/hour

Effective January 1, 2013 an increase of 30¢/hour

Wage increases apply to the wage rates and tables in the Host 2 Agreement (see Appendix 2) and to all individual employees.

(ii) All employees covered under the Host 2 Agreement as of March 31, 2011, shall continue to enjoy all terms and conditions of the Host 2 Agreement and Letters of Understanding; which is attached to this document as Appendix 2. No employee shall suffer any reduction in wages or benefits as a result of the new, merged Host 1 Agreement.

23.04 Maintenance Work

Warehouse associates who perform work in the Maintenance role as established and assigned by the Employer, shall receive the following premium pay for the hours they perform such assigned maintenance functions:

(a) employees with less than two years of service in the maintenance role shall receive a premium of one dollar (\$1.00/hr) for all maintenance hours worked.

(b) employees with more than two years of service in the maintenance role shall receive a premium of two dollars (\$2.00/hr) for all maintenance hours worked.

23.05 HEAVY MAGAZINE WORK

A premium of thirty-five cents per hour (.35/hr) shall be paid to the Retail Sales employee(s) who are assigned to load or unload magazines in bulk on the main magazine delivery day. The premium will only be paid for those hours actually spent loading or unloading the magazines.

23.06 SHIFT COORDINATOR

The Employer may designate employees in the Retail Operation or in the Warehouse as a "Shift Coordinator" and assign them to a "Shift Coordinator Schedule," which shall be determined by the Employer based on business needs. Employees assigned to the Shift Coordinator role shall be paid a premium of fifty cents per hour (.50/hr) for each shift in which they perform Shift Coordinator duties.

ARTICLE 24 – EFFECTIVE DATES

THIS AGREEMENT shall be effective as of **October 4, 2010** and continue through **October 3, 2013**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below:

FOR THE UNION:

FOR THE EMPLOYER:

Robert Demand, Director
UNITE HERE, Local 40

Mikel Walker, Sr. Director of Operations
Host International of Canada Ltd.

Appendix 1 – WAGE RATES

	Old Rate	Union Raise 35¢	BC Min. Wage	Union Raise 40¢	BC Min. Wage	Union Raise 30¢
		10/4/2010	5/1/2011	10/4/2011	5/1/2012	1/1/2013
Classification						
Barista/Cashier	\$9.30	\$9.65		\$10.05	\$10.25	\$10.55
Cashier/General Help	\$9.30	\$9.65		\$10.05	\$10.25	\$10.55
Retail Associate	\$9.25	\$9.60		\$10.00	\$10.25	\$10.55
Warehouse Associate	\$9.25	\$9.60		\$10.00	\$10.25	\$10.55
Coordinator	\$9.80	\$10.15		\$10.55		\$10.85
Lead	\$10.00	\$10.35		\$10.75		\$11.05
First Cook	\$11.30	\$11.65		\$12.05		\$12.35
General Cook	\$11.00	\$11.35		\$11.75		\$12.05
Kitchen Helper	\$9.25	\$9.60		\$10.00	\$10.25	\$10.55
Baked Good Processor	\$9.21	\$9.56		\$9.96	\$10.25	\$10.55
Salad/Sandwich	\$9.87	\$10.22		\$10.62		\$10.92
Dishwasher	\$9.21	\$9.56		\$9.96	\$10.25	\$10.55
Server	\$8.00	\$8.35	\$8.50	\$8.90	\$9.00	\$9.30
Busser	\$8.89	\$9.24		\$9.64	\$10.25	\$10.55
Host/Hostess	\$9.00	\$9.35		\$9.75	\$10.25	\$10.55
Bartender	\$8.50	\$8.50		\$8.90	\$9.00	\$9.30

Appendix 2 – Host 2 (former CARA) Agreement

All employees covered under the Host 2 Agreement as of March 10, 2011, shall continue to enjoy all terms and conditions of the Host 2 Agreement and Letters of Understanding; which is attached to this document as Appendix 2. No employee shall suffer any reduction in wages or benefits as a result of the new, merged Host 1 Agreement.

Attached is a copy of the Host 2 (former CARA) collective agreement.

Letter of Understanding #1

HOST INTERNATIONAL OF CANADA LTD. & UNITE HERE, LOCAL 40

The Parties agree that during the term of this Collective Agreement, October 4, 2010 through October 3, 2013, that the following organizing process shall be in effect:

I. Voluntary Recognition Process

A. New Units

- i. Except for the employees referred to in section (B) below, all employees of any new business operation of the Employer at Vancouver International Airport shall automatically be covered under all terms and conditions of the new Host 1 Collective Agreement.
- ii. Any job openings shall first be offered and filled by members of the bargaining unit by classification seniority, provided they are qualified to perform the work.

B. Current Units

- i. Effective September 1, 2011, and with fourteen (14) calendar days written notification from the Union, all employees regularly scheduled in the Jugo Juice and Jetway Café shall be covered under all terms and conditions of the new Host 1 Collective Agreement.
- ii. Effective December 1, 2011, and with fourteen (14) calendar days written notification from the Union, all employees regularly scheduled in the Pizza Hut DTB, Pizza Hut WCE and Sandwich Makers shall be covered under all terms and conditions of the new Host 1 Collective Agreement
- iii. Effective March 1, 2012, and with fourteen (14) calendar days written notification from the Union, all employees regularly scheduled in the Burger King Level 3, Burger King Level 2 and Burger King/Cinnabon shall be covered under all terms and conditions of the new Host 1 Collective Agreement
- iv. Effective June 1, 2012, and with fourteen (14) calendar days written notification from the Union, all employees regularly scheduled in the Starbucks, News Connection, Postcards, Jetway News, Gift of the Raven, and Vancouver Marketplace shall be covered under all terms and conditions of the new Host 1 Collective Agreement
- v. Effective December 1, 2012, and with fourteen (14) calendar days written notification from the Union, all employees regularly scheduled in the White Spot shall be covered under all terms and conditions of the new Host 1 Collective Agreement

C. Employee Lists

For all employees referred to in Sections (A) and (B) above, within ten (10) calendar days following written request from the Union, the Employer shall furnish the Union with a list of employees by unit, including both full-time and part-time employees, showing their job classifications, departments including terminals, hire dates, rates of

pay, home addresses, email addresses and phone numbers. The Employer shall thereafter provide updated lists of employees, upon request, though not more regularly than every sixty (60) days.

D. No Reductions

No employees shall suffer any reductions in wages or benefits as a result of this Agreement. No employee covered under Section I (B) above ("current units") shall suffer any reduction in wages or benefits upon being covered under this Agreement.

II. Certification

- A. Effective April 1, 2011, the certification will be amended to cover all employees of the Employer working at Vancouver International Airport, except those referred to under Section I (B) above. The following language shall be use to amend the certification:

"UNITE HERE Local 40 is the exclusive bargaining agent for all Host International of Canada, Ltd. at Vancouver International Airport employees working in the Host warehouse operations, and all Host employees working for the following food, beverage and retail operations: Tim Horton's, Toast, News II You, Milestones, Palomino's, Vancouver News, Salad & Sandwich, Pacific Grill and Voyages, as well as all Host employees working for any new Host business operations commencing March 10, 2011, at the Vancouver International Airport, except those excluded by the Labour Relations Code."

- B. Effective December 1, 2012, the certification will be amended to include all employees of the Employer working at Vancouver International Airport. The following language shall be use to amend the certification:

"UNITE HERE Local 40 is the exclusive bargaining agent for all Host International of Canada, Ltd. employed at the Vancouver International Airport, except those excluded by the Labour Relations Code."

III. Neutrality

The Employer will take a positive approach to unionization of Employees. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the Union. The Union will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Union to the Employer with any third parties or the public.

Dated this _____ day _____, 2011

Robert Demand, Director
UNITE HERE, Local 40

Mikel Walker, Sr. Director of Operations
Host International of Canada Ltd.