COLLECTIVE AGREEMENT

between

HOSPITALITY INDUSTRIAL RELATIONS

In the City of Vancouver Province of British Columbia On Behalf of its members set forth in the Schedule attached and those members added from time to time by notice given to the Union (Hereinafter referred to as EMPLOYER) PARTY OF THE FIRST PART

and

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

In the City of Vancouver and Vicinity Province of British **Columbia** Affiliated with the Hotel Employees & Restaurant Employees International Union, **A.F.** of **L., C.I.O. & C.I.C.** (Hereinafter referred to as UNION) PARTY OF THE SECOND PART

JUNE 1, 1994 - MAY 31, 1996

06464(05)

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1.01 P U R P O S E

(a) The purpose of this Agreement is to set forth and establish the terms and conditions of **employment** for those employees who come within the **scope of** this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.

(b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article **21** of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

ARTICLE 2

DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

(a) This Agreement shall be for the period from and including June 1. 1994 to and including May 31, 1996. 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 in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

(d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered a delivery receipt must be obtained. (e) The Hospitality Industrial Relations member hotels, as identified in the wage schedules attached to the Collective Agreement. will operate as a single unit for all purposes of collective bargaining, except **as** modified by the Protocol Agreement agreed to by the parties at the commencement of negotiations.

(f) The members of Local 40, employed by Hospitality Industrial Relations member hotels, as identified in the wage schedules attached to the Collective **Agreement**, will be **represented by** the Union as a sing & unit for all **purposes** of **collective** bargaining, except as modified by the Protocol Agreement agreed to by the parties at **the commencement** of negotiations.

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. The Employer agrees that during the term of this Agreement there will be no lockout.

2.04 CONTRACTED SERVICES

The **Employer agrees that all work coming** under the **jurisdiction** of this Union, in the certified area, **performed** by anyone, on **behalf** of, or at the **instance** of the Employer, directly or indirectly under contract or sub-contract, shall be performed by employees who are members of this Union or who shall become members in accordance with the terms and conditions as set out in this Agreement.

2.05 IMPACT OF LEGISLATION

(a) The parties **recognize** and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision. or **part** thereof, which is incorporated into **this** Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or **provincial** legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

(b) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect

for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

ARTICLE 3 UNION RECOGNITION

3.01 **RECOGNITION OF EXCLUSIVE BARGAINING** AGENT

(a) The employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued under the labour laws of the Province of B.C., subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties.

(b) For purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the **recognized** bargaining agent in (a) above.

REFUSAL TO WORK WITH NON-UNION EM-3.02 PLOYEES

Refusal on the part of Union members to work with non-union employees, who are performing work within the bargaining unit, shall not be deemed to be a breach of this agreement. In the event that any employee or group of employees Wends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union office.

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.

(c) The Employer has no obligation to reassign the employee to other work, or to continue to pay an employee's wages and benefits during the period while the employee is refusing to cross a legal picket line.

PERFORMANCE OF BARGAINING UNIT 3.04 WORK

(a) Except as otherwise permitted by the Collective Agreement, persons whose regular job is outside the

bargaining unit will not perform work within the bargaining unit except for instruction, experimentation or management training. In such cases, bargaining unit employees in the aforesaid classifications will not be displaced or replaced.

(b) It will not be considered a violation of the Agreement for persons outside the bargaining unit to work in cases of emergency where bargaining unit employees are not available at the straight time rate of wages.

3.05 NO DISCRIMINATION

(a) No discrimination shall be shown to an employee by reason of membership in the trade union or participation in its lawful activities.

(b) It is agreed between the parties that there is an obligation and desire to eliminate any and all sexual harassment in the workplace. This obligation applies equally to the Employer, the Union and all employees.

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

3.06 UNION BUTTONS

The parties agree that all Union employees are entitled to wear a Union button while 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.

3.07 FAIR LABOUR SERVICES, PRODUCTS AND MATERIALS

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

3.08 UNION HOUSE OR BAR CARD CONTRACT

The Employer agrees to sign the Union House or Bar Card contract and upon signing the employer shall receive the appropriate card and display same.

3.09 UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS (a) The Employer shall allow the properly **autho**-

(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 that 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

In

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 checkoff 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.

4.03 CHECK-OFF: ASSIGNMENT OF WAGES

(a) All employees, as a condition of employment, ${\cal N}$ shall sign an **authorization** of check-off before **com-**, **mencing** work.

(b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically **authorize** the deduction of initiation fees, union dues, **fines**, assessments and arrears, as required by Article **4.04**.

4.04 CHECK-OFF: PROCESS AND PROCEDURES

(a) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon **re**-

ceipt 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 tiles **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 in which the monies were deducted.

(d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted, prior to making such deductions.

(e) The Union **recognizes** and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are **authorized** by valid assignment of wages form executed by each employee.

(f) Upon resignation, layoff, or termination for cause. the **Emplover** will deduct the current month's dues from the employee's final paycheque and remit as per (c) of this Article.

(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.

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

4.06 PARTNERS AND SHAREHOLDERS

(a) An owner, shareholder or partner is a person who has purchased at least ten (10) percent of the total business and continues to be a voting member of the owner group

(b) A maximum of four (4) owners, shareholders or partners may work within the bargaining unit but shall not be subject to the terms and conditions of the Collective Agreement.

(c) Owners, shareholders or partners in excess of four (4) who wish to work within the bargaining unit must join the union and be subject to all terms and conditions of the Collective Agreement.

ARTICLE 5 UNION STEWARDS

5.01 SHOP STEWARDS

(a) The Union is entitled to appoint or elect from among the employees a Shop Steward for each hotel up to 100 rooms.-Additional stewards will be recognized for each additional 50 rooms. Such stewards should be appointed from the major departments in the hotel as much as possible. The duties of the Shop Stewards shall be to assist in the reporting and resolution of all grievances within their departments.

(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 fulfilment of their responsibilities as an employee. During their working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary 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.

(e) The necessary 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 work force.

(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 hotel.

(i) It is understood and agreed that there may need to be an additional steward in some hotels of less than one hundred (100) rooms.

Where the Union requests and there are more than twenty-five (25) employees in the unlicensed depart **ments** such additional steward will be **recognized**. This is, of course providing the first **recognized** steward is not from these departments. The additional Steward will be an employee from one of these departments.

5.02 SHOP CHAIRPERSON

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(a) Where there are 3 or more **Shop** Stewards **they** 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 persons designated by

the Employer and empowered to act on a subject will meet with the Union Stewards on a monthly basis, to review problems that may arise concerning the **appli**cation 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.

 $({\rm d})$ Where the Shop Chairperson agrees there are no problems it will not be necessary to convene the monthly meeting.

(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

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

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

ARTICLE 7

HIRING PROCESS AND PROBATIONARY PERIOD 7.01 HIRING PROCESS

(a) Where the Union desires to institute a dispatch hall in any zone covered by a wage appendix in this Collective Agreement, it will so advise Hospitality Industrial Relations. The following will then apply:

(b) The Union will each month provide each Employer in the zone with an "available members list," including classifications of members who are on lay-off from hotels in that zone and who are registered with the Union. When a member registers the member will fill out a **"profile** sheet" which includes the member's employment related information, such as the member's qualifications and prior work experience.

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

(d) When the Employer intends to hire to fill a vacancy or a newly created position, the Employer will firstconsider those members whose names-appear on the current available members list.

(e) 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 five (5) days in order that employees currently on payroll may have the opportunity to apply to fill the opening.

(f) Notwithstanding (d) and (e) above, the Employer is entitled to choose a person to fill a position which the Employer considers to be the best qualified and most suitable.

(g) When the Employer hires a member whose name appears on the list, the Employer will immedi-ately notify the Union office so that the member's name can be struck from the list.

PROBATIONARY PERIOD

Agreement shall be completed after 180 hours of work performed. Should 180 hours of work not be per-formed, the probation period shall be completed after 150 calendar days.

ARTICLE 8 EMPLOYEE TRAINING PROGRAMMES

EMPLOYEE TRAINING PROGRAMMES 8.01

It is agreed that in the event the Employer institutes a training programme the Employer must first receive permission from the Union in each and every instance. This programme shall not exceed thirty (**30**) days. Failure on the part of the Employer to receive such permission from the Union there shall be no training programme. The established hourly rate for such training programme shall be ten (10) per cent less than the established wage rate for each classification contained within this Agreement.

ARTICLE 9 HOURS OF WORK

9.01 NORMAL STRAIGHT TIME HOURS OF WORK

(a) The normal straight time hours of work as-signed by the Employer shall conform with the follow-ing guidelines:

i) not more than eight (8) hours in any one (1) day;
ii) not more than five (5) working days in any seven (7) day period,



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

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

9.02 **SPLIT** SHIFTS

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

- i) no shift of less than seven (7) hours may be split,
- no shift may be split more than once, iii) no part of a split shift shall be less than two (2) hours.
- iv) all split shifts must be worked within a twelve (12) hour period.

(b) A break of two (2) hours shall constitute a split **shift** and the Employer is obligated to pay a split **shift** premium where the time between split segments is two (2) hours or more.

(c) The 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. Shifts of **5**, **6**, **7** or 8 hours may be assigned, sub-
- (b) ject to the provisions of Article 9.05.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

MAXIMIZING THE LENGTH OF SHIFTS 9.04

(a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first build and maintain shifts of **8**, **7**, **6**, 5 or 4 hours as the only recognized shifts. Wherever possible, all eight (8) hour shifts will be scheduled before (7) hour shifts are scheduled, with a similar progression downward to four (4) hour shifts.

(b) The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts or incur any penalty

ASSIGNMENT OF SHIFTS BY SENIORITY 9.05

(a) Within departments and classifications, the Employer must offer and assign the longest shifts to employees with the most seniority. If a more senior

employee declines a longer shift in favour of an available shorter shift, then the longer shift shall be again offered on a seniority basis.

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

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

(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 make every reason-able effort to apply the principles of seniority to the as-signment of shifts which are equal in length.

9.06 DAYS OFF

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

(a) All employees shall receive two (2) consecutive days off in each seven (7) days.

(b) Notwithstanding (a) above, employees who work in the Lounge or Pub Departments shall receive two (2) days off in each seven (7) days, but the days off need not be consecutive where that department operates less than seven (7) days per week.

9.07 TIME WORKED ON SIXTH AIND SEVENTH CONSECUTIVE DAYS 37/2,D Double time shall be paid for all work performed on an employee's sixth and seventh consecutive days of employment.

UNPAID MEAL BREAKS 9.08

All employees working shifts of five (5) 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) All employees are entitled **to** rest periods in ac-cordance with the following schedule:

- i) four (4) hours one ten (10) minute rest period
- ii) five (**5**) hours one ten (**10**) minute rest period iii) six (**6**) hours one ten (**10**) minute rest period

- iv) seven (7) hours two (2) ten (10) minute rest periods
- v) eight (8) hours two (2) ten (10) minute rest periods

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

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

9.10 PAYMENT FOR TIME IN LIEU OF BREAKS

(a) In addition to **being** compensated at the prevailing contractual wage rate for the time worked in lieu of a break or rest periods, the employee shall receive an additional sum equal **to** the amount of lost break or rest periods to a maximum of thirty **(30)** minutes per shift.

(b) There shall be no deliberate bankrolling of purported violations of this clause by any employee. Examples of missing all **breaks**:

ampies of missing all bre	aks:
Shift Length	Entitlement
4 hours	1-10 minute
4 hours pay for work	plus 10 minutes
5 hours	1-10 1-30
5.5 hours pay plus 30) minute penalty
6 hours	1-10 1-30
6.5 hours pay plus 30	minutes penalty
7 hours	2-10 1-30
7.5 hours pay plus 30) minute penalty
8 hours	2-10 1-30
hours pay plus 30 minute	e pay at OT rates plu

8 hours pay plus **30** minute pay at **OT** rates plus **30** minute penalty

9.11 EMPLOYEE'S RESPONSIBILITY: WORK START TIME Employees shall be in their respective assigned

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

9.12 WORK SCHEDULES

(a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:

- employee's name
- classification
- days off
- starting and finishing times

(b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.

(c) In the event that the Employer changes the next scheduled **shift** of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.

(d) An Employer will provide the Shop Chairperson with a copy of the work schedule and any changes **thereof.** All changes to the work schedule shall be **dated.**

9.13 CHANGES IN WORK SCHEDULES

(a) In situations other than emergencies, the scheduled employees are entitled to forty-eight **(48)** hours notice of any change in their respective work schedules.

(b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of **less** than forty-eight (**48**) hours, but not less than twenty-four (**24**) hours, when changing work schedules.

(c) Employees who become aware that they are not going to be able to **report** for work as scheduled, are **obligated** to provide the Employer with notice at the earliest possible **time**, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.

(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 pay as follows:

 two (2) hours pay unless the employee is unfit to perform their duties or the employee has failed

to comply with the Industrial **Health** and Safety **Regulations** of the Workers' Compensation **Board. or**

where' the employee commences work, four (4) hours work and/or pay unless the employee's work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case paragraph (i) above applies.

(f) Any employee whose schedule has been modifled due to illness or injury as defined in Article 17.04 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 a service employee's off days 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 off days within the week in which the change occurs

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 SCHEDULING OF OVERTIME

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

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

- i) the overtime hours will be offered to the most senior employee within the classification and department;
- ii) if the most senior employee declines the offer, the overtime hours will be offered to other employees within the classification and department in the order of their seniority;
- iii) if no employee within the classification and de-
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partment is willing to work the overtime hours, the Employer may assign them to any other available employee without further restriction; and

iv) the Employer shall not be required to offer the overtime hours to an employee if, as a conse**auence** of working the overtime hours, the employee is **prevented** from receiving a period of eight (8) consecutive hours of rest immediately preceding the employee's next shift.

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

- i) the Employer shall not be required to offer the overtime hours to any employee who has al-ready been assigned overtime work during the same week, until the overtime hours have-been offered to, and refused by all other qualified **em-ployees** who have not **already** been **assigned** overtime work during the same week; and ii) the Employer shall not be required to call in a
- senior employee to work the overtime if there is a junior employee already at work and otherwise eligible to work the overtime hours as an extension of that employee's shift.

ARTICLE 10 SENIORITY

10.01 SENIORITY ENTITLEMENT DEFINED (a) *Departmental Seniority*: For the purpose of this **Agreement**. "departmental seniority" shall be defined as an **employee's** total length of continuous service identified in hours worked within the **employee's** classification(s) within a particular department in the Employer's operation.

(b) **Department:** For the purpose of this Agreement, the term "department" shall be understood to mean those departments identified within this Agreement.

(c) Department Seniority: Is used to determine the order of layoff and recall within a classification within a particular department.

(d) Where an employee is regularly scheduled in different classifications **and/or** departments the employee's seniority will accrue in the department and classification where most hours are worked. It is un-

derstood that hours which are worked in a department 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 17.09**.

(e) 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.

(f) Annual vacation entitlement will be determined **by the** employee's total years of service in the hotel and the employee shall be granted holidays according to that established seniority.

(g) 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 hotel, the principles of seniority first within the department and then within the hotel 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) Upon successful completion of the probationary period, an employee will be credited, for the purpose outlined in (a) above, with the total number of hours worked during the probation period.

10.03 ACCRUAL OF SENIORITY

(a) *Accrual* of Seniority: Seniority shall be accrued on the basis of **completed** working hours. When determining what hours-are counted **as** working hours, the following shall apply:

- **i)** any time off paid for by the Employer;
- iii) time off as a result of an injury or illness which is proven to be work related, shall be counted as time worked. **provided** that a related claim is accepted by **either** the Workers' Compensation Board or the Health and Welfare Plan provided for in this Agreement;
- iii) up to one (1) month of consecutive time off for a leave of absence pursuant to Article 16.01 shall be counted as time worked
- iv) time spent on an approved educational course or negotiating committee shall be counted as working hours;

 5° up to six (6) months;

Maternity and Paternal Leave in accordance with prevailing Employment Standards Legislation.

(b) *Loss of Seniority:* An employee will lose all seniority rights where that employee:

- i) voluntarily terminates their employment;
- ii) is discharged for just and reasonable cause;
- iii) is on layoff more than six (6) consecutive months:
- iv) the employee does not return to work on the date **specified** following an **approved** leave of absence **other** than **medical**;
- v) the employee receives severance pay in accordance with the terms of this Agreement in Article **17.09**.
- vi) is promoted and/or transferred as per Article **11 to** a position outside the bargaining unit.

(c) *Seniority Retained But Not Accrued:* Seniority shall be maintained but not accrued, in the following situations:

- i) during any absence not referred to in (a) above for which the Employer does not pay the employee directly;
- ii) during the term of an approved leave of absence except as provided in **10.03(a)** iii).

10.04 SENIORITY LISTS

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(a) The Employer agrees to post departmental seniority lists on or before the **lst** day of February and the **lst** day of August in each year. The periods for calculating the hours worked shall be January **lst** to June **30th** for the August list and July **lst** to December **31st** for the February list.

(b) The seniority lists shall contain the following information:

- i) the employee's name
- ii) the date from which the employee's service seniority is calculated
- iii) the number of hours of seniority accrued
- iv) the employee's job classification

(c) The seniority list shall be posted by the Employer for a minimum of thirty (**30**) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (**30**) days in which the list is posted. Thereafter, the posted list

will be deemed to be valid and correct for all purposes of this Agreement.

The language of this clause will be reproduced on the posted seniority list.

(d) At the time of posting, a copy of the seniority lists shall be given to the Shop Steward or Chairperson. Where there is no Shop Steward or Chairperson, a copy will be forwarded to the union Business Representative.

(e) New employees will be added to the departmental seniority list upon commencement of employment.

(f) Should an employee have been assigned more hours outside their classification **during** a calculation period, then a transfer or promotion **will** be deemed to have taken place and the employee will be **placed** on the new seniority list, in **the new** classification, with credit for hours accrued during the calculation period. In such cases, Article **11.03 will** apply at the **time** the new seniority list is posted.

10.05 SENIORITY AND LEAVE OF ABSENCE

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

ARTICLE 11

PROMOTIONS, TRANSFERS, LAYOFF AND RECALL

11.01 PROMOTION

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

11.02 TRANSFERS

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

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

11.03 PROMOTION AND TRANSFER TRIAL PERIOD

(a) Any employee who is granted a promotion or transfer appointment by the Employer, shall be on a



trial period for up to sixty (60) days. During this trial period, the employee must demonstrate that they 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 the employee decide during the trial period that they do not want to continue in the job, then the employee may be returned to their 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.

11.04 DEMOTIONS AND SENIORITY

When layoffs occur within any department, the em-ployee with the least seniority in the classification shall be the first employee to be laid off, it being understood that employees who have no expectation of recall for a period of sixty (60) days:

(a) Shall be demoted to lower classifications if the employee affected by the layoff has worked in the lower classification to which they are being demoted.

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

11.05 LAYOFF AND RECALL PROCEDURE

(a) When layoff occurs within a department, the (a) When layoff occurs within a department, the *employee* with the least *seniority* within the *particular* (classification shall be the first laid off. Employees on probation will be laid off before employees holding se-

niority.

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

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

(d) The Employer agrees that recall notification will be by direct contact (including personal contact and

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

11.06 CHANGE OF WORKFORCE - GENDER

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

11.07 DEPARTMENT CLOSURE

Employees affected by the permanent closure of a department will be given first consideration in filling vacancies in which they have previously been employed by the hotel subject to the employee possessing the necessary skill and ability to perform the job.

ARTICLE 12 ADMINISTRATION

12.01 WAGE RATES

The minimum wage rates provided in the attached applicable appendix shall cover the job description and classifications of labour within the jurisdiction of Local **40** and shall remain in effect throughout the specified or extended term of this Agreement.

12.02 COMBINED CLASSIFICATIONS

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

12.03 WAGE RATE CONDITIONS

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

(b) In cases where the Employer has granted an employee a rate higher than that provided in the Agreement, the premium cannot be withdrawn unless it was granted on a conditional basis and the condition has been exhausted or withdrawn. Otherwise, such a



premium can only be withdrawn at the time when the wage rates are being negotiated.

(c) All wage increases shall apply to all employees unless otherwise specified in this Agreement.

12.04 ENTRY LEVEL WAGE RATES

(a) For the first six (6) calendar months of employment an employee shall receive seventy-five (75) percent of the contractual hourly wage rate for the classification in which the employee is working.

(b) After six (6) calendar months from the date of hire, the rate will be increased to eighty-seven and one-half (87.5) percent.

(c) After one (1) calendar year from date of hire, the rate will be the classified rate.

(d) Transfers or promotions within a hotel will not necessitate the employee reverting to an entry level rate.

(e) Promotions or transfers within the corporation to another hotel which are made at the request of the Employer will not necessitate the employee reverting to an entry level rate.

(f) Employees who are promoted or transferred within the corporation to another hotel at the request of the employee will revert to an entry level rate.

(g) In the application of this Article, no employee will be paid a lower hourly rate than that set by the Employment Standards Act of the Province of British Columbia.

12.05 NEW CLASSIFICATIONS & WAGE RATES

(a) It is agreed that iob classifications and wage vates 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.

(b) Should this Article be used in conjunction with Letter of Understanding **#13**, the authority of the Arbitrator will be expanded to include the issues of Severance Pay, Health & Welfare/Pension/Assessment and Wage Bates.

12.06 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION

(a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of the employee's resignation.

(**b**) When an employee is laid off or the employee's

services are terminated, the Employer shall pay all wages owing to the employee within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.

(c) When an employee is laid off or the employee's services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or termination.

12.07 ELECTION DAYS

(a) Any employee required to take time off work to vote in a Federal or Provincial Election will not suffer any loss of wages on that day.

(b) The normal method of scheduling will prevail on election days.

ARTICLE 13 STATUTORY HOLIDAYS

13.01 STATUTORY HOLIDAYS

The following shall be considered statutory holidays:

NT V I D
New Year's Day
Good Friday
Victoria Day
Canada Day

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Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day

B.C. Day One Floating Holiday

After one (1) year continuous service the floating holiday will be taken, each calendar year, at a time mutually agreeable to the employee and the Employer payable at straight time for each hour the employee would normally have worked. Should Heritage Day or any other day be proclaimed as mandatory during the term of the Agreement it shall be substituted for the floating holiday.

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 their normal days wages as calculated in 13.03 (b).

13.03 PAYMENT FOR STATUTORY HOLIDAYS

(a) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.

(b) For purposes of this article, a normal days pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours the employee has worked in the two (2) week period immediately preceding the week in which the statu-tory holiday occurs, divided by ten (10) to establish the

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hours **to** be paid for the statutory holiday. In the case of the calculation of a normal days pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the em**ployee** was paid for those days.

(c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half times the employee's normal wage rate for any hours so worked, on all statutory holidays in addition to pay received under (a) above. An employee who works more than their regularly scheduled hours shall be paid double time and one-half for all such hours worked.

13.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

(a) Ib be eligible to receive pay for a statutory holiday, an employee must work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.

(b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee's absence **from** an eligibility **shift** has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a **bonafide** sickness or accident. The Employer is entitled to require a doctor's certificate as proof of such sickness or accident, and any abuse of this provision by an employee may be cause for discipline.

13.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

(a) If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday, without reasonable cause, or without **leave** of the Employer, 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 EMPLOYEE'S VACATION

(a) Should any statutory holiday occur during an employee's vacation period, the formula in **13.03(b)** shall be applied to the two **(2)** week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in **ad**-

dition to vacation pay. The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period.

(b) Should a statutory holiday fall during the first week immediately following the end of an employee's vacation the formula in **13.03(b)** will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.

(c) Should a statutory holiday fall during the second week immediately following the end of an employee's vacation the formula in 13.03(b) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

ARTICLE 14 ANNUAL VACATION

14.01 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 consecutive service, calculated from their date of hire, as follows: 54

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Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years)/-0 2 2 weeks	4%
3 years but less than 7 years	03-03 3 weeks	6%
7 years but less than 20 years	07-04 4 weeks	- 8%
20 years or more	5 weeks 20	-d 3 10%

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

(c) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.

(d) "Gross earning" as used herein, shall be under-stood to mean the total earnings **realized** by an em-ployee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

(e) Holiday pay will be issued on a cheque seperate from the employee's regular pay cheque.

14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

Employees shall have preference according to senior-ity with respect to annual vacation within their departments and classifications provided they file appli-cations by January **15th** of each year for vacations to

be taken during that year The Employer will respond to these applications, in writing, by February **15th**. Applications filed outside these guidelines must be answered in writing within two (2) weeks from receipt of application, with vaca-tions being granted on a first come first serve basis. Applications for vacation time are to be in writing.

14.04 VACATION SCHEDULING

All vacations shall be taken at a time to be mutually agreed upon by the Employer and the employee during the calendar year.

14.05 CREDITS ON TRANSFER WITH SAME EM-PLOYER

Where an Employer owns, operates or has shares in other hotels covered by this Agreement and transfers an employee to such an operation, all vacation and sev-

erance benefits will continue. (a) It is clearly understood that where an employee (a) It is clearly understood that many apply and apply requests a transfer, Section 14.05 shall not apply 70

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 15.01 EMPLOYER'S CONTRIBUTIONS FOR HEALTH AND WELFARE PLAN, AND PENSION PLAN
 (a) Effective October 1, 1994, Health and Welfare 3999
 (a) Effective October 1, 1994, Health and Welfare 3999
 (b) (\$0.98) for each hour of employment performed by an omplexe generation by this Agreement employee covered by this Agreement.

(b) Of the above amount, ninety-two cents (\$0.92) \$) $\ell_1 L$ per hour will be contributed by the Employer and six., cents (\$0.06) per hour will be contributed by the em-ployee through payroll deduction.

(c) Effective October 1, 1995 the Employer contribution will be increased to ninety-nine cents (\$0.99) for

each hour of employment performed **by** an employee covered by this Agreement.

15.02 SPECIFIC ALLOCATION OF THE CONTRIBU-TIONS

The breakdown and allocation of the contributions **specified** in Article **15.01** shall be as follows:

- i) Effective October 1, 1994 eighty-one cents (\$0.81) per hour to the Health and Welfare Plan provided for in the Trust Deed between the Union and the B.C. Hotels' Association;
 ii) Effective October 1, 1995 eighty-seven cents (\$0,000)
- Effective October 1, 1995 eighty-seven cents (\$0.87) per hour to the Health and Welfare Plan provided for in the Trust Deed between the Union and the B.C. Hotels' Association; and
- Effective October 1, 1994 eleven cents (\$0.11) per hour to the pension plan provided for in a certain trust agreement known as the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 Pension Plan;
- iv) Effective October 1, 1995 twelve cents (\$0.12) per hour to the pension plan provided for in a certain trust agreement known as the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40 Pension Plan.

15.03 PENSION PLAN QUALIFICATIONS

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

15.04 PENSION DEED OF TRUST

It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust between the Union and the B.C. Hotel's Association in regards to Health, Welfare and Pension, shall be binding on the signing parties. This shall at no time determine the hourly rates as defined within the Collective Agreement, Article **15**.

15.05 MONTHLY ASSESSMENT ACCOUNT

It is agreed that the Employer shall contribute eight **(\$0.08)** cents for each hour worked by each employee covered by this Agreement **to** the Monthly Assessment Account.

15.06 HOSPITALITY INDUSTRIAL RELATIONS

It is agreed that the Employer shall contribute an amount as determined by the Annual General Meeting

of Hospitality Industrial Relations for each hour of work performed by each employee covered by the Agreement to Hospitality Industrial Relations.

15.07 EMPLOYER STATEMENT

(a) The Employer agrees to forward all monies payable by the Employer in respect of fringe benefits, on or before the **10th** day of the month following the actual performance of work and shall forward said contributions to the Administrator.

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

15.08 FAILURE TO REMIT

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

15.09 INVESTIGATION OF THE EMPLOYER'S PAY-ROLL RECORDS

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

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

DESCRIPTION	OCTOBER 1, 1994	OCTOBER 1, 1995
Health & Welfare Employer	\$0.81	\$0.87
Health & Welfare Employee	\$0.06	\$0.06
Pension	\$0.11	\$0.12
Assessment	\$0.08	\$0.08
H.I.R.	As advised by H.I.R.	As Advised by H.I.R.

15.10 TABLE OF CONTRIBUTIONS

ARTICLE 16 LEAVES OF ABSENCE

16.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

(a) The Employer shall grant an unpaid leave of absence to an employee **who is** appointed or elected **to** a position within the Union for a period of **up** to and including five (5) years.

(b) A request for such an approval leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by an Officer of the Union.

(c) An employee who obtains such a leave of absence shall return **to** their employment within thirty (**30**) calendar days 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.

16.02 LEAVE OF ABSENCE: UNION CONVENTIONS & EDUCATIONAL PROGRAMS

ns/n

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

(b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time to attend bona fide shop steward education program; Written **notice** shall be given at least seven (7) days 'prior to the commencement of such l e a v e s.

(c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.

(d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence, from any one (1) department.

16.03 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 evi-



dence in any civil or criminal case respecting the hotel in which the employee is employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay and a maximum of eight (8) hours pay

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

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

(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).

16.04 BEREAVEMENT LEAVE (a) A regular employee will be granted three (3) days off without loss of pay in the event of the death of a member of the employee's immediate family. Whenever possible, one (1) of the days off will be the day of the funeral.

(b) "Immediate family" shall be understood to in-clude the employee's mother, father, stepparents, son, daughter, stepchildren, sister, brother, spouse, **father**in-law or mother-in-law, grandparents, grandchildren.

(c) For purposes of this article, "spouse" shall be defined to include **a common** law spouse with whom the employee has cohabited for a minimum of one (1) year.

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

16.05 MATERNITY AND PARENTAL LEAVE

All employees will be afforded all benefits of Maternity and Parental Leave in accordance with Employ-

ment Standards Legislation. 611A 012 6 3, M) 318 012

16.06 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 and provided that the employee concerned deposits with the Employer any pay received an employee shall continue to receive their full wages for such period of time. **To** be eligible for this clause the employee must have completed six (6) months or more with their present Employer.

16.07 GENERAL LIMITATION ON LEAVES OF ABSENCE

(a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is **specifically** provided in the appropriate article that the particular leave of absence is to be granted with pay.

(b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. All leaves of absence under this Article must be granted in writing.

16.08 RETURN FROM LEAVES

(a) In cases of indefinite absence under Articles **16.01, 16.03, 16.05** and **16.06** 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 an indefinite 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 17

MISCELLANEOUS EMPLOYEE ENTITLEMENTS 17.01 PROTECTED WORKING CONDITIONS

(a) All working conditions at present in **force** which are not specifically mentioned in this Agreement and which are not contrary to its general purpose and intent shall continue in full force and effect unless cancelled or terminated in accordance with the terms of this **Article**.

(b) Any working condition which was implemented by the Employer on a conditional basis can be terminated when the terms of the condition have been exhausted or fulfilled, or the condition has been withdrawn.

(c) Any other working **condition** which was granted by the Employer but which is not specifically provided for in this Agreement may be cancelled by the Employer by:

- i) serving the Union with written notice within thirty (**30**) days of the ratification of this Agreement, or
- serving the Union with written notice of can&llation effective on the last day of each year of this Collective Agreement.

17.02 CAFETERIA. KITCHEN AND DINING LOUNGE MEAL ENTITLEMENT

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

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

17.03 EMPLOYEE ATTENDANCE AT STAFF MEETINGS

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

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

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

(d) Where an **employee** is directed **by** the **Employer** to attend a staff **meeting** during the **employee's regular days** off. the **employee** shall be **compensated** at their regular hourly r&e for the time **spent in** such meeting.

17.04 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

(a) In cases where an employee is returning to work following an absence due to illness or injury, including

absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in 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, subject to the further conditions which follow.

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

(c) In cases involving 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.

(d) It is understood that the employee has an obligation to communicate with the Employer concerning the length of absence and the approximate date of the return to work.

17.05 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

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

(b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

17.06 PERSONAL EFFECTS

The Employer agrees to **provide adequate lock-up** facilities for- **employees' personal** effects; namely **purses** and/or wallets. The **Employer** cannot enter the locker without the presence of-the employee, a shop steward or another member of the bargaining unit.

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

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

hearing aids, damaged or destroyed, as a consequence of the employee's participation in the enforcement of house rules and/or Liquor Control Board Regulations and/or at the direction of management or a person appointed by management.

17.08 SERVER TRAY SIZE AND GLASS LIMIT (a) It is mutually agreed that no server shall be re-quired to carry a load exceeding twelve (**12**) glasses or equivalent.

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

17.09 SEVERANCE PAY

(a) All employees, upon termination, shall receive twelve (12) hours pay for each year of continuous ser-vice in the establishment. Employees formerly under the jurisdiction of Local 835 shall be entitled to eight

the jurisdiction of Local 835 shall be entitled to eight (8) hours pay for each year of continuous service from January 1, 1972 to April 30, 1981 and twelve (12) hours pay for each year of continuous service after May 1, 1981.
(b) Employees who qualify under this clause must the used and work a minimum of one theusand

(b) Employees who qualify under this clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours pay

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

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

(e) This Article will not apply in cases of discharge for misappropriation of the Employers property.

17.10 CASHOUT IN THE EVENT OF SALE OR TRANSFER

(a) In the event a hotel is sold or transferred. all employees shall be paid severance pay up to the date of such sale by the outgoing owner or lessee. **After** pay-¥ ment has been made continuous service for the purpose of severance pay commences a new starting date from date of each sale. No duplication or pyramiding of payments is intended.

(b) In the event of a transfer of shares from one shareholder to another **and/or** in the case of the sale of shares by one or more of the shareholders to new shareholders, it is understood that the new shareholder(s) will pay out accrued severance pay to the em-ployees or will agree in writing to the signatories to this Collective Agreement and to the employees that the new shareholder(s) is assuming the liability for accrued severance pay.

17.11 LIMITATION ON EMPLOYEE ENTITLEMENTS

Employees who are not actively employed are only entitled to continue to receive such rights, entitle-ments, benefits, as are specifically given to them by the express terms and conditions of this Agreement, or by applicable legislation.

17.12 HEALTH AND SAFETY - FIRST AID ATTENDANT

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

17.13 INJURY PAY

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury or illness, shall receive pay-ment for the remainder of their **shift**.

ARTICLE 18 EMPLOYEE CONDUCT AND DRESS

18.01 HOUSE RULES GOVERNING CONDUCT OF **EMPLOYEES**

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

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

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

- ii) every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on their behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances, and in the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.
- iii) where the Employer is satisfied by the objective evidence that an employee is unable or **unwill**ing to maintain a **satisfactory** attendance record in-fulfilment of the employment relationship with the **Employer**, the Employer may terminate the services of the employee.
- iv) in relation to any provision in this Collective Agreement where an Employer is entitled to require medical evidence of an employee's ability to return to work or to continue to work, the Employer may require that the employee be examined by and present a medical certificate from a physician selected by the Trustees of the Health and Welfare Plan as identified in Article 15.02. 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.

18.03 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 the employee will be held responsible.

18.04 PROPER DRESS

(a) All Bar employees shall wear, in the absence of uniforms provided by the Employer, dark trousers or skirts and white blouses or shirts. A tie may be required to be worn and such tie shall compliment the attire worn. Comfortable shoes will be worn which will also compliment the attire worn, This dress and the cleaning thereof shall be the responsibility of the **em**-

ployee. Any additional specific articles or styles of clothing required by the Employer shall be provided and cleaned by the Employer at no cost to the employer. ployee.

(b) All service employees shall wear, in the absence of uniforms provided by the Employer, clothing which is neat and tidy in appearance. A tie may be required and such tie shall complement the attire worn. Comfortable shoes may also be required to be worn and such shoes shall compliment the attire worn. This clothing, and the cleaning thereof is the responsibility of the employee. Any additional specific articles or styles of clothing required by the Employer at no cost to the employee.

êmployee.

(c) Other than as defined in (a) and (b) above, the Employer is not entitled to specify clothing of specific colour, style or quality.

18.05 UNCONVENTIONAL MODE OF DRESS

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

18.06 SPECIAL UNIFORMS

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

ARTICLE 19 LIQUOR CONTROL AND REGULATION

19.01 NEW EMPLOYEES: INSTRUCTION RE LIQUOR CONTROL LEGISLATION AND REGULATIONS

All newly hired employees who will be involved in the sale or handling of liquor, will be provided with instructions to acquaint them with the relevant provisions of the Liquor Control Legislation and Regulations and the importance of complying with those regulations.

19.02 EMPLOYEE SERVING LIQUOR

(a) No employee who is involved in the serving of

liquor shall knowingly sell or serve liquor in the Employer's premises to any person who is under the legal age. Where, after asking the person to produce suitable identification and proof of age, such an employee is in doubt as to the person's age, the employee may refuse service.

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

19.03 HOURS OF SERVICE

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

19.04 IMPLEMENTATION OF CHANGES IN REGULATION

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

ARTICLE 20

DISCIPLINE AND DISCHARGE OF EMPLOYEES 20.01 DISCIPLINE AND DISCHARGE OF

EMPLOYEES

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

- i) employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
- ii) during the **probation period specified** in this Agreement, 'an employee may be discharged if the employee is unsuitable for status as a regular employee.

(b) In the event that an employee other than probationary is discharged for just and reasonable cause the **Shop Chairperson** will be notified and **provided** with the reasons **for** the discharge.

(c) Where no Shop Chairperson is **recognized** the Shop Steward will receive this information.

ARTICLE 21 GRIEVANCE PROCEDURE

21.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

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

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

21.02 INFORMAL STEP

(a) 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 the hotel Shop Steward.

21.03 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) days.

21.04 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 five **(5)** days of the date on which the written answer was delivered in Step One.

21.05 STEP THREE

In the event that a resolution of the grievance, satis-

factory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step involves a selection **from** the following alternatives:

- 1) the optional grievance procedure provided for in **21.13.**
- 2) a single Arbitrator.3) full arbitration.
- 4) use the Fast Track **Med/Arb** Process in Article 21.14

21.06 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.

21.07 TIME LIMITS

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

21.08 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.

21.09 BOARD OF ARBITRATION OR SINGLE ARBITRATOR

(a) Seven (7) full days (excluding Sundays and Holidays) shall be allowed for the setting up of a Board of Arbitration or a single Arbitration or a single Arbitrator. In the case of a Board of Arbitration, it shall be composed of one (1) representative of the Union and one (1) representative of the Employer.

(b) In the case of a Board of Arbitration the two (2) selected representatives will select an impartial Chairperson. In the case of a Single Arbitrator, the parties will select an impartial **Arbitrator**. In the event the representatives or the parties are unable to agree on a Chairperson or Arbitrator, the Director of the

Collective Agreement Arbitration Bureau shall be asked to appoint one.

21.10 ARBITRATION HEARING AND AWARD (a) As soon as the Chairperson or Arbitrator has been appointed, the Arbitration Board or Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days.

In order to expedite the arbitration process, the par-ties 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.

21.11 AUTHORITY OF THE ARBITRATION BOARD

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

21.12 COST SHARING

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

21.13 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 circum-stances 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 art&ration 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 in-tended 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 em-ployee 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 (5) days of the date of receipt of the request and, for those (5) days from that date, time does not run in respect of the grievance procedure.
- (c) Cost Sharing As provided for in Section 103 of the Labour Relations Code of British Columbia, each party shall pay 1/3 of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or the Investigator's substitute. The remaining **1/3** will be paid by the provincial government.
- (d) Investigators-Alternates Agreed to, and Selection The parties have agreed that for the term of this Agreement the persons named in a Letter of **Understanding will** be **recognized** as their "Investigators" for the purposes of this investigation **procedure**, subject **to** receiving their re-spective consents to their appointment.

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

(e) Option Choice and Timing

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

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

The party receiving notification may refuse to accept the investigator procedure, in which case the arbitration provisions of this Agreement are then available and the time limit contained in that article begins to run from the date of the

refusal decision being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within five (5) working days.

(f) Binding Recommendations While the grievance investigation process is in-tended 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 agree-ment must be made in advance of the appointment of the Investigator.

21.14 FAST TRACK MED/ARB PROCESS

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

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

- **11)** General rules of evidence will be waived except for the rule of "onus".
- **12**) The offices of Hospitality Industrial Relations and of Hotel, Restaurant and Culinary Employees and Bartenders Union, Local **40** will be used for the process on an alternating basis starting with the Hotel, Restaurant and Culinary Employees and Bartenders Union, Local **40** offices.

13) Procedure Guidelines

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

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

- i) the person to whom the complaint was given be called to testify;
 ii) bargaining unit or staff employees who can provide direct evidence with respect to the evidence be called to testify;
 iii) wherever possible, the complaint be committed to uriting in the gustameric output of the evidence of the testimeric output of the evidence of th
- mitted to writing, in the customer's own
- handwriting; iv) prior to the hearing, the parties discuss the evidence so there are no surprises.

The Mediator/Arbitrator will be selected from the list contained in Letter of Understanding **#1**.

ARTICLE 22 DEFINITIONS

22.01 OBJECTIVE INTERPRETATION

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

22.02 TIME SPAN REFERENCES

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

22.03 SPECIFIC DEFINITIONS

The following definitions of words, expressions, terms or phrases have been agreed **to** by the parties, and shall be used **to** establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article.

Department defined as:

- Kitchen
- Front Desk
- Specialty Dining Room
- coffee Shop
- Cocktail Lounge
- Public House (Neighbourhood Pub)
- Cabaret

- Banquets
- Maintenance
- Housekeeping
- Security
- Parking
- Licensed Retail Store

22.04 BANK ROLLING

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

22.05 FIRST MIXEROLOGIST (FIRST BARTENDER)

(a) The iob duties of the First **Mixerologist** (First **Bartender**) include the mixing and serving of beverages and any other duties consistent with bartending. The First **Mixerologist** may be required to take stock and direct the working force within the confines of the cocktail area. The First **Mixerologist** is responsible for the general cleanliness of the bar and utensils, and general tidiness of **all** stations while working without a server. General cleanliness includes cleaning out the refrigerator, cleaning the bar and bar **fixtures**, sinks, **taps**, **all** working surfaces, bottles and containers.

(b) In circumstances where the operation of the bar requires only one person, the First **Mixerologist** (First Bartender) shall also perform the job duties of the Second **Mixerologist** (Second Bartender) and Bar Porter. The First **Mixerologist** is not obligated to perform any janitorial duties other than the general cleanliness of the bar and utensils and general tidiness of all stations while working without a server.

(c) Zahming and full cleaning of glasswashers that includes breakdown of piping will be undertaken at the request of the Employer and shall be considered as paid time.

22.06 SECOND MIXEROLOGIST (SECOND BARTENDER)

(a) The job duties of the Second Mixerologist (Second Bartender) shall include the mixing and s&ving of beverages, the preparation of all required fruit and juices. The Second Mixerologist is not obligated to take-stock or keep a daily meter reading sheet. The Second Mixerologist is responsible for the general cleanliness of the bar and utensils, and general tidiness of all stations while working without a server. General cleanliness includes cleaning out the refrigerator, cleaning the bar and bar fixtures, sinks, taps, all working surfaces, bottles and containers.

(b) In circumstances where the **operation** of the bar requires only two people, the Second **Mixerologist** (Second Bartender) shall also perform the job duties of the Bar Porter. The Second **Mixerologist** is not obligated to perform any janitorial duties other than the general cleanliness of the bar and utensils and general tidiness of all stations while working without a server.

(c) Zahming and full cleaning of glasswashers that includes breakdown of piping will be undertaken at the request of the Employer and shall be considered as paid time.

22.07 BAR PORTER

(a) The duties of the Bar Porter shall include the preparation of all necessary fruit and juices, keeping the **fridge** stocked, and washing glasses. The Bar Porter is also responsible for the general cleanliness of the bar and utensils, under the direction of the **Mixerologists** (Bartenders). The Bar Porter may not perform duties normally performed by the Bartender (**Mixerologist**) or a server, and the Bar Porter's duties are confined to licensed areas only.

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

22.08 MIXEROLOGIST (BARTENDER) WAGE RATES

It is agreed that job classifications and wage rates set out in clause 22.05 of this article and the applicable appendices will apply to all Mixerologists (Bartenders) except where two (2) or more Mixerologists (Bartenders) are required. Where two (2) or more Mixerologists (Bartenders) are required, one (1) shall be designated and paid as First Mixerologist (First Bartender) and the balance shall be paid in accordance with clause 22.06 and the applicable appendices.

22.09 ROOM ATTENDANT WORK LOAD

Duties of Room Attendant work load and content, where a room attendant presents a grievance to the Union on any matter pertaining to work load or content, the Employer of the individual hotel where the grievance arose will meet with the Union to review and **finalize** the grievance setting out work load and content for the Employer's hotel only.

22.10 SERVICE BARTENDER

A Service Bartender is defined as a Bartender who does not receive a direct monetary consideration from a customer.

IN WITNESS WHEREOF the parties hereto have hereunder caused their seals to be **affixed** under the hands of the proper officers.

THIS 14th DAY OF AUGUST, 1994

SIGNED ON BEHALF OF: HOSPITALITY INDUSTRIAL RELATIONS

Λ ack utterwet

JackButter-worth Chairman of the Board

Klaus Jacobsen

Secretary of the Board

Dave MacIntyre Director

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

nowal Nick Worhaug President/Administrator

Ma& Decaire Financial Secretary Treasurer

LETTER OF UNDERSTANDING #1

between HOSPITALITY INDUSTRIAL RELATIONS and

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

It is understood and agreed that the named persons under Article 21.13(d) of the Agreement shall be:

J. McEwen

V. Ready M. Wilkinson

HOSPITALITY INDUSTRIAL RELATIONS

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Andatye

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

Mowa

August 14, 1994 Date

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between

HOSPITALITY INDUSTRIAL RELATIONS

and HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

Notwithstanding any other clause or Article in the Collective Agreement, any hotel covered by the Collective Agreement, who contracted out or in any department or service during the term of the **1985-1988** Collective Agreement may continue to contract out or in that department or service during the life of the current Collective Agreement.

HOSPITALITY INDUSTRIAL RELATIONS

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HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL ${\bf 40}$

Mon

August 14, 1994 Date

between HOSPITALITY INDUSTRIAL RELATIONS and

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

It is understood and agreed that no party who is sig-natory to the current Collective Agreement will make any attempt to **re-establish** or commence a contracting out provision subsequent to December **17**, **1985**.

HOSPITALITY INDUSTRIAL RELATIONS

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HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

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August 14, 1994 Date

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between

HOSPITALITY INDUSTRIAL RELATIONS and

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

It is agreed that if a Licensed Retail Store is found to be within the jurisdiction of the Union, the wage rates and other monetary benefits will be applied at that time and not on a retroactive basis. It is agreed that the wage rate will apply in accordance with Article **12.02** and **12.04** of the Collective Agreement.

HOSPITALITY INDUSTRIAL RELATIONS

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HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

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August **14, 1994** Date

between HOSPITALITY INDUSTRIAL RELATIONS and

HU HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

Where there are more than four (4) partners or shareholders, the Union may request that those who will be performing work in accordance with Article **4.06** be **identified** in writing.

This shall not preclude changing the aforementioned partners and shareholders and the Union shall be ad-vised of the change in writing.

HOSPITALITY INDUSTRIAL RELATIONS

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HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

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HOSPITALITY INDUSTRIAL RELATIONS and

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

It is understood and agreed by the above-noted parties that the classification of tapperson will be eliminated from the Collective Agreement. Any individual currently classified as a tapperson and who is paid the tapperson wage rate will be red-circled (rate protected). The tapperson classification is a non gratuity classification and as such that individual will receive the non-gratuity increases.

In the case of a red circled individual, the **classification** of tapperson will be considered the same as a **mixerologist**. Accordingly, that individual can not be replaced by a **mixerologist** except through natural attrition.

HOSPITALITY INDUSTRIAL RELATIONS

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HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

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August **14, 1994** Date

between

and

HOSPITALITY INDUSTRIAL RELATIONS

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

The following is the understanding reached between the parties regarding the numbers of shifts a person holding the contractual classification of Bar Manager may work on the bar.

(1) The status quo of the classified position of Bar Manager who is within the scope of the bargaining unit will be maintained and protected at each property insofar as it relates to working shifts and/or relief on the bar as at April 15, 1989.

(2) Should the current Bar Manager terminate their relationship at a property for any reason, then **Mixerologists** who are working less than forty (40) hours per week will be eligible to claim the hours on the bar previously worked by that Manager.

(3) Should a new Bar Manager be hired, the new Bar Manager may work shifts on the bar only after all current Bartenders have claimed hours available.

The status quo will again be maintained and protected at the time the new Bar Manager is working the number of bar shifts previously worked.

Should a number of shifts be worked which are less than the "status quo" they too will be maintained and protected.

Examples

(a) Mixerologist 40 hours Mixerologist 40 hours St

Mixerologist 40 hours Status Quo Currently Mixerologist 24 hours Bar Manager 16 hours

(b) Bar Manager leaves - new one hired

Mixerologist 40 Mixerologist 40

Mixerologist 40

Bar Manager 0

Mixerologist receiving $24\ hours$ is increased to $40\ on\ bar$ - none for new manager.

(c) Extra shift becomes available due to volume or if a **Mixerologist** opts for shorter hours.

VoluntaryShortelHours Volume Mixerologist 40 o Mixerologist 40 o Mixerologist 40 o r Mixerologist 32 Mixerologist 40 Mixerologist 8 r r Bar Manager 8 or Bar Manager 8 Bar Manager maintained and protected. (d) Now Mixerologist leaves, 40 hours become availahla. Mixerologist 40 Mixerologist 40 Mixerologist 24 Bar Manager 16 Back to full status quo maintained and protected. (e) Lack of work after status quo protected. Mixerologist 40 Mixerologist 40 Mixerologist 16 Bar Manager 16

Bottom **Mixerologist** out by 8 hours.

HOSPITALITY INDUSTRIAL RELATIONS

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HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

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August 14, 1994

Date

between

HOSPITALITY INDUSTRIAL RELATIONS

and

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

(a) It is understood that an Employer may wish to establish a dress code in a department in order to bring about a similarity to the employee's dress or to be consistent with renovations that may have occurred.

(b) If an employee or group of employees deem the standard to be one which is unreasonable, arbitrary, or causes financial hardship or embarrassment, the matter may be referred to the signatories to the Collective Agreement for attempted resolution.

(c) Should the parties be unable to agree, either party may request that the matter be referred to a third party chosen from the list contained in Letter of Understanding **#1**. This person will be provided with the position of each party in writing. Each party will have the opportunity to advance oral reasons for their position. Any decision reached by the third party will be considered binding.

(d) It is further agreed that a dress standard will not be imposed should the resolution process be invoked until that process has rendered a decision.

(e) It is also agreed that a standard will not be imposed that would result in the elimination of a uniform currently provided to the employee by the Employer.

(f) It is further agreed that by virtue of certain job duties such as stocking, tapping kegs, heavy lifting, **etc**, the wearing of a skirt or dress may cause personal embarrassment or discomfort. In such cases the parties may agree that slacks are the appropriate mode of dress.

The slacks must conform with the dress standard of the other employees in the department and to that end the Employer may make provision for the employee to purchase suitable garments from the hotel supplier.

(g) Should any disagreement arise under clause (f) above, the matter will be dealt with as outlined in clause (c).

(h) It is agreed that the consideration in (f) above is related solely to job duties and not to personal preference.

(i) It is further agreed **that** (h) above does not apply to the provisions set out in (b) above.

HOSPITALITY INDUSTRIAL RELATIONS

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HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

Mon

August 14, 1994

Date

between

HOSPITALITY INDUSTRIAL RELATIONS and

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION. LOCAL 40

DEPARTMENT/CLASSIFICATION REVIEW

It is understood and agreed the parties will establish a committee to review, over the life of this Agreement, the following:

(1) Banquet Systems/Classifications:

To examine and identify banquet systems and classifications contained within properties in the **H.I.R.** group.

(2) Multi-Departments/Single Departments:

To review situations within the Industry, on a hotel by hotel basis, where currently multi-departments exist when a single department may be more suitable or when a single department exists and multi-departments would be more suitable.

(3) Classifications and Wage Rates in Specific Departments and/or Hotels

This process is designed to allow the parties a fast and reasonable process in which to review the above with a view to reflecting the changes within the Industry and/or a particular property within the Industry.

In the exercise of this process, it is not the intent of the parties to, in any way, harm a Local **40** member or members or in any way restrict the ability of the hotel to operate normally as allowed by the Collective Agreement, nor is it the intent of the parties to eliminate classifications where there is a reasonable possibility the classification will be **utilized** in the future.

This process can only be instigated by the signatories, to this Collective Agreement, i.e. Hospitality Industrial Relations and Hotel, Restaurant and Culinary Employees and Bartenders Union, Local 40. The instigation may be the result of a request from one of the signatories or their principals through the signatories.

- **2.** In cases of review, only one party need initiate the process. In cases of departmental integration, mutual agreement of the parties is required before the process can be submitted to binding arbitration.
- **3.** This process may not be used in addition to Article **12.05.** The parties may only **utilize** one process or the other for any single issue.
- **4.** When the process is initiated as outlined above, a **meeting** will be held at the earliest **possible** time between a senior officer designated by Local **40** and a senior officer designated by **H.I.R. They** each may be accompanied **and** assisted by any-other person(s) they deem necessary to assist the process.
- **5.** The parties, as the first order of business, will reduce the question to be decided to writing.
- **6.** The parties will then attempt resolution of the questions by way of direct discussion.
- 7. Should resolution of the question be achieved, the **parties** will execute a document **outlining** the **terms** and such agreement will bind the parties for the balance of the Collective Agreement which is in force or for such different **time** as the agreement may specify.
- 8. Should resolution not be achieved, either party **may** refer the matter to a **person** named in Letter of Understanding **#1**. The investigators will be selected on a rotating basis with concern to their immediate availability.
- **9.** The person will meet with the parties and will attempt mediation of the question.
- **10.** Should mediation be successful, the person will issue a consent award.
- **11.** Should mediation fail to resolve the question, the person will render a written decision. This decision will be brief and to the point.
- **12.** Any award issued under points **10** or **11** will be binding on the parties.
- **13.** Resolutions reached under this process will not be precedent setting.
- The costs of the person will be borne in accordance with Section 103 of the Labour Relations Code, i.e. Employer 1/3 - Union 1/3 - Government 1/3.

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HOTEL, **RESTAURANT & CULINARY** EMPLOYEES & BARTENDERS UNION, LOCAL **40**

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August **14, 1994** Date

between

HOSPITALITY INDUSTRIAL RELATIONS and

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

Should the Provincial Government introduce legislation which would require the Employer to provide the Medical Services Plan or Dental Plan(s) to all employees, it is agreed that the following will take place:

1) Representatives of the parties to this Agreement will meet with the Administrator of the **BCYHA-Local 40** Health Care Plan to be advised of the hourly amount of the Employer contribution which is used to pay the cost of such Plan or Plans.

2) That amount will no longer be remitted by the Employer to the Plan or Plans.

3) Except as provided, it is understood and agreed that the contribution level specified in the Collective Agreement is the maximum requirement of the Employer.

4) In the application of this provision it is agreed that the amount deducted in (**2**) above will not result in a reduction of benefits as currently provided by the Plan in order to meet any legislated contribution.

HOSPITALITY INDUSTRIAL RELATIONS

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HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

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August 14, 1994 Date

between

HOSPITALITY INDUSTRIAL RELATIONS

and HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

The parties agree that the current language in the Collective Agreement, with respect to sexual harassment, does not adequately serve the interests and intent of the parties.

The parties also agree that conventional grievance and arbitration procedures become unwieldy and ineffective in the face of workplace sexual harassment complaints.

In an effort to more clearly define this issue, in the unique context of the hospitality industry, and to improve the quality of the employment relationship; thereby improving productivity, the parties have agreed to jointly undertake a process separate from **1994 H.I.R./Local 40** formal bargaining.

This process may include the assistance of an independent resource person and may result in the parties' mutual agreement to alter or amend current Collective Agreement language at a date later than the formal execution of a new Collective Agreement between the parties.

HOSPITALITY INDUSTRIAL RELATIONS

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HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

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<u>August **14, 1994**</u> Date between

HOSPITALITY INDUSTRIAL RELATIONS and

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL **40**

(a) The parties agree that the contributions specified under Article ${\bf 15}$ of the Collective Agreement are to be forwarded in a correct and timely manner on behalf of all employees in the bargaining unit.

(b) The parties further agree that the practice of employing persons who have not signed trade union membership cards and failing to remit the required contributions, are violations of the Collective Agreement.

(c) In instances where a failure to remit the correct amount required in Article 15 is alleged, that allegation will be dealt with by way of the grievance procedure in the Collective Agreement.

(d) In instances where a second allegation of failing to remit is tiled, such allegation will be handled by way of a policy grievance which must be **authorized** by either the President or Secretary/Treasurer of the Trade Union,

(e) Should the grievance not be resolved within ten (10) days, or such longer period as the parties may mutually agree, the grievance may be advanced to the Investigation Procedure outlined in Article **21.13**.

(f) The Investigator will be given the authority of an arbitrator in requesting the documents and records necessary to fulfil the mandate.

(g) The recommendations tabled by the Investigator as outlined in Article **21.13(b) 3)** will identify:

- i) if the Collective Agreement has been violated
- ii) if so, was the violation wilful or the result of a legitimate error
- iii) any amount owing as the result of a violation. Such **amount** may include compensation to the trade union for the cost of the audit which resulted in the grievance.

iv) a manner in which restitution is to be made.

(h) Notwithstanding Article ${\bf 21.13(c)},$ the full cost of the Investigator will be paid by the Employer should

the trade union succeed in the grievance. Similarly, should the grievance fail, the cost of the Investigator will be borne by the trade union.

(i) The recommendations of the Investigation will be binding on the parties.

HOSPITALITY INDUSTRIAL RELATIONS

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HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

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August **14, 1994** Date

between HOSPITALITY INDUSTRIAL RELATIONS

and HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

It is noted and agreed that in the process of applying the wage increases in the 1992-1994 Collective Agreement, classifications and wage rates for those classifications were assigned to various properties where the trade union did not represent the **classifica**tions or where no classifications existed.

The parties agree that should the trade union ex-The parties agree that should the trade union ex-pand its bargaining unit through a certification vari-ance or voluntary agreement, classifications previously not included will be covered by the terms and condi-tions of the Collective Agreement covering the other employees of the employer except for the monetary matters. Monetary matters will be considered Severance Pay, Health and Welfare/Pension/Assess-ment, and Wage Rates and will be negotiated based on the circumstances at the concerned property. the circumstances at the concerned property.

If the parties are unable to agree on the monetary terms described, the terms will be settled as outlined in Article **12.05** of the Collective Agreement.

HOSPITALITY INDUSTRIAL RELATIONS

Though type

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

August 14, 1994 Date

between

HOSPITALITY INDUSTRIAL RELATIONS and

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40

Notwithstanding the **provisions** of the Master Collective Agreement, the signatory parties have agreed to the following special provisions at the property listed:

- BEST WESTERN MAPLE RIDGE MOTOR INN

 (a) The provisions of Article 17.09 will not be applied to service at the Best Western Maple

 Ridge Motor Inn prior to the date of certifica-
 - (b) Effective on the lst of January, 1992 the employees will receive a wage increase of 1/6 of ployees will receive the summer and the first of the summer and the summer summer and the summer summer summer and the summer sum the difference between the current rate of the employee and the Master Collective Agreement.

At the start of the 7th, 13th, 19th, 25th and **31st** month employees will receive an additional increase.

- (c) Employees, in addition to the above will receive any wage increase negotiated in the Master Agreement on the same basis as the Master.
- (d) Article 12.04 of the Master Collective Agreement will be applied to new employees based on the lowest rate in that classification at the Motor Inn. In no event will this rate be lower than the Provincial minimum wage.

2. **CLOVER INN HOTEL**

- (a) The provisions of Article **17.09** will not be applied to service at the Clover Inn prior to August 14, 1991.
- (b) The wage increases of the Master will be applied to the classification at the Clover Inn as they occur starting in 1992.
- The highest current wage will be considered the base wage in each classification. Those (c) rates are as follows: A . . .

\$10.00
7.00
9.08

per hour per hour

per hour

Doorperson	7.50 per hour
LRS [*] Attendant	9.00 per hour
Mixerologist	10.12 per hour
Room Cleaner	8.50 per hour
Server (Food)	7.85 per hour
Server (Licensed Premises)	8.00 per hour

- (d) The parties agree that the wage rates for employees in the bargaining unit on September 3, 1991 will be made identical to the "B" hotel rates of the Lower Mainland Zone of the Master Collective Agreement on a gradual basis by the following formula:
 - i) the difference between the current classified rate at the Clover Inn Hotel and the rate in the Master will be calculated and divided into six equal parts.
 - ii) one of those amounts will be applied to the current classified rate at the start of the 7th, 13th, 19th, 25th, 31st and 37th month following September 3, 1991.
- (e) Jeannie, Julie and Songi Sin will be red-circled in their current position within the bargaining unit and thev will not be required to become members of Local 40. Should one or more of them leave their position, they will be replaced by a person who will be covered by all terms and conditions of the Collective Agreement.
- (f) Hank **Burkhart** will be considered a security person on contract and Letter of Understanding **#2** will be applied to him.

3. GLEN LYON INN

- (a) Article 17.09 Severance Pay will not be applied to service prior to January 2, 1992.
- (b) It is agreed that in the absence of owners working within the bargaining unit as permitted under Article **4.06** of the Master Agreement, one manager may be substituted for all owners.
- (c) Effective on the **1st** of January, **1992** the employees will receive a wage increase of **1/8** of the difference between the current rate of the employee and the Master Collective Agreement.

At the start of the **7th**, **13th**, **19th**, **25th**, **31st**, **37th** and **43rd** month employees will receive an additional **1/8th** increase.

Employees, in addition to the above will receive any wage increase negotiated in the Master Agreement on the same basis as the Master.

4. HARRISON HOT SPRINGS HOTEL

- (a) THE PARTIES HERETO AGREE that cashiers who may be displaced by technologi-cal change will have the benefit of the "red circle" at the existing hourly rate and be offered up to forty (40) hours employment as Dining Room Hostess in accordance with seniority and accrue seniority within that Department.
- (b) THE PARTIES HERETO AGREE that before an apprenticeship program is entered into at the Harrison Hot Springs Hotel, the indenture contract will be approved by the Union and no five (5) Journeymen shall be allowed. IT IS FURTHER AGREED that upon the

successful completion of the apprenticeship program said employee shall be deemed to have accrued one (1) year seniority as a Journeyman cook.

IT IS FURTHER AGREED between the parties that no cooks trainees other than as iden-tified by **H.I.E.A.C.** shall be allowed and then only for a specific classification and time frame as indicated and not to replace or displace Journeymen.

- **5.** HOLIDAY INN DOWNTOWN(a) It is agreed that the provisions of the It is agreed that the provisions of the Collective Agreement between the parties which expires on October **31, 1988** and which relate to probation period, Article **7.02**, seniority, Article **10.03 (b)** iii and bereavement leave, Article **16.04** shall apply to all employees who are on payroll as of August **17, 1989**. All other terms and conditions of the November **1, 1988** to May **31, 1099** Collective Agreement will an to May **31**, **1992** Collective Agreement will **ap-ply** to those individuals and all terms and **con-ditions** of the November **1**, **1988** to May **31**, **1992** Collective Agreement will apply to all new employees.

6. HORSESHOE BAY INN

(a) It is agreed that the Horseshoe Bay Inn will apply any increase to Article **15**, Health and Welfare/Pension to a starting total base amount of eight-five **(85)** cents per hour.

7. INN AT WESTVIEW

(a) The top rate in each class	sification will become
the initial classified rate.	Those rates are:

Banguet Server	\$5.50 p	er hour
Beer & Wine Store Attendant	8.60 p	er hour
Coffee Shop Server	6.00 p	er hour
Cook	8.50 p	er hour
Dishwasher	6.35 p	er hour
Front Desk Clerk	8.60 p	er hour
Room Attendants	5.85 p	er hour
Maintenance	8.50 p	er hour
Night Auditor	8.75 p	er hour
The wage increase granted	in the l	Master

The wage increase granted in the Master Collective Agreement on June **1**, **1991** will be applied to the classified rate identified in Point #3 above at the date of signing of this Memorandum.

Subsequent wage increases in the Master Agreement will be applied to the base rate out-lined in this Memorandum.

At the start of the 7th, 13th, 19th, 25th, 31st and 37th month from the effective date of this Collective Agreement the difference between the classified rate and the Powell River Zone rate will be reduced by **1/6th**.

- (b) Notwithstanding Article 9 of the Collective Agreement shifts may be scheduled between 4 and 8 hours in length. Should employees wish to leave their shift early with the prior permission of the Employer they will be paid for actual time worked.
- (c) The provisions of Article **17.09** (Severance Pay) will not have effect for time worked prior to September 23, 1991.

- KOOTENAY AREA HOTELS (BYNG, HI ARROW, *OUEENS, SAVOY HOTELS & ROYAL INN*)

 (a) It is agreed that the application of Article 17.09 Severance Pay, for employees of the ho- to act d chall be are follower:

 Listed shall be as follows:
 January 1, 1972 -December 31, 1989
 Eight (8) hours pay for each full year of ser-

 - vice
 - January 1, 1990 forward
 - Twelve (12) hours pay for each full year of service
 - (b) It is agreed that the provisions of Article 15.05 (a), Monthly Assessment Account, shall not be applicable to those hotels listed.

9. LUND BREAKWATER INN RESORT

- (a) The Articles of the Master Collective Agreement respecting the Local 40 Pension Plan and the Monthly Assessment Account will not apply to the Lund Breakwater Inn Resort
- (b) The calculation for Severance Pay as outlined in Article 17.09 will not pre-date May 18,1993.

- 10. OAK BAY BEACH HOTEL (a) That Clause 9.02 (c) split shift penalty of one (1) hour pay will not apply to the Dining Room Bartender.
 - (b) That Clause 14.02 (a) for the purpose of determining annual vacation, length of service shall be from July 1, 1977.
 - That Article **17.09** for the purpose of determin-ing termination pay length of service shall be from July **1, 1977** to April **30, 1981** for eight (8) (c) hours pay and twelve (12) hours pay for each year of continuous service after May 1, 1981.
 - (d) That the past practice concerning the schedul-ing and duties of the Food Service Manager and the Front Desk Manager will continue during the term of the current Collective Agreement.

11. OLD TERMINAL PUB

- (a) No employee in the Kitchen and Coffee Shop will hold seniority which **pre-dates** January 1, 1993 and for the purpose of all Articles which rely on a seniority date or a date of employment, no employee will be considered to have been employed prior to January 1, 1993.
- (b) Article **15.03** (Pension) and **15.05** (Assessment Account) will have no application on behalf of those employed in the Kitchen and Coffee Shop.
- (c) The position of Food Server Manager will be a union position. That position may work available hours in accordance with their seniority but shall have exclusive claim on the daily hours of 2:00 p.m - 5:00 p.m. Should any layoff take place for any reason, the Food Service Manager will still hold exclusive claim to the daily hours of 2:00 - 5:00 p.m.
- On-May **31, 1994** the contribution to the Health Care Plan is **65**¢ for each hour of **em**-(d)

ployment performed by an employee in the Kitchen or Coffee Shop.

- **12.** *PRINCE RUPERT HOTELS* (Best Western **High**liner Inn, Belmont Hotel, Coast Prince Rupert Hotel, Commercial Hotel, Empress Hotel, **Moby** Dick Inn, Oceanview Hotel, Raffles **Inn**)
 - (a) Notwithstanding Article 14, Vacations, employees who enjoyed recall rights at July 1, 1994 (including those on staff at the Belmont Beer & Wine Store and those in the House-keeping Department at the Best Western Highliner Inn) will be covered by the following provisions:

i) three years of completed service – 3 weeks of vacation – 6%

- ii) six years of completed service 4 weeks of vacation $-\,8\%$
- iii) nine years of completed service 4 weeks of vacation 9%
- iv) fifteen years of completed service 6 weeks of vacation 10%
- (b) Notwithstanding Article 17.09, Severance Pay, employees who enjoyed recall rights at July 1, 1994 (including those on staff at the Belmont Beer & Wine Store and those in the House-keeping Department at the Best Western Highliner Inn) will be covered by the following provisions:
 - i) upon termination of employment the employee shall receive eight (8) hours severance pay for each year of continuous service up to five (5) years of service and shall receive sixteen (16) hours severance pay for each continuous year of service over five (5) years.
 - ii) severance pay shall be calculated to the closest half year with a minimum of one (1) **years** continuous service.
 - iii) severance pay shall not be paid if an employee is terminated for cause and shall not be paid should an employee fail to give proper written notice of voluntary termination. Notice shall be two (2) weeks if less than five (5) years of service and four (4) weeks notice for five (5) years service and over.
- (c) Employees who enjoyed recall rights at July 1, 1994 (including those on staff at the Belmont

Beer & Wine Store and those in the Housekeeping Department at the Best Western **Highliner** Inn) will be covered **bv** the **following provisions** and not by the respective terms **of** the Master Agreement:

- i) employees noted above will not be required to go through a probation period or an entry level wage **rate** period within the same classification within the hotels listed in this memorandum should they change employers.
- ii) when a position is posted in accordance with the Master Collective Agreement, Article 7.01, employees in the same classification required who are employed in a hotel listed in this memorandum above will be given the first opportunity to fill the vacant position. In order to facilitate this clause. a copy of all postings will be given to the area' Steward and to the Prince George office of Local 40 at the time of posting and the posting period will be extended to ten days.
- (d) Article **10.03** (iii) of the Master Agreement will be amended to read **12** months.
- (e) Article **4.06** of the Master Collective Agreement will be limited to 3 partners and shareholders.
- (f) It is agreed that when work in the Licensed Retail Store is **mutually** considered hazardous or unsanitary, the **employer** will provide surgical gloves to the employee at no cost.
- (g) Article 15 Pension will have no application.
- (h) Article 15 Assessment will have no application.
- (i) Article 13 Floating Holiday to take effect January 1, 1995.
- (j) Notwithstanding Article 15, Health and Welfare/Pension and Monthly Assessment Account, the contribution to the Health & Welfare Plan for each hour of employment performed by an employee of the hotels referred to herein shall be as follows:
 i) Sentember 1 1994 \$0.51 per hour
 - i) September 1, 1994 \$0.51 per hour ii) September 1, 1995 – \$0.57 per hour

13. SANDSPIT INN

(a) Notwithstanding Article 9 of the Master Col-73 **lective** Agreement, overtime hours will be paid at time and one-half (1%) for the first five (5) hours of work performed and double time thereafter.

- (b) An employee may volunteer to work a sixth (6th) shift at straight time rates in order to maximize their hours to forty (40). Hours worked in excess of forty (40) will be paid at the overtime rates set forth in (a) above.
- (c) Article **15** of the Master Collective Agreement will have no application at the **Sandspit** Inn. The following will apply:
 - i) B.C. Medical

Eligible employees who require coverage will be enrolled in the B.C. Medical Plan. The **premiums** will be **paid** for **by** the Employer.

- ii) **Dental Plan** Eligible employees who require coverage will be enrolled in the company dental plan. The Premiums will be paid for by the Employer.
- iii) Life Insurance Eligible employees will be covered by the company Group Life Insurance Policy at no cost to the employee. The policy will be in the amount of ten thousand dollars (\$10,000.00).
- (v) Extended Health Care
 Eligible employees will be covered by the Prank Beban Logging Company Extended Health Plan, The premiums will be paid for by the Employer.
- iv) *Eligibility*
 - To be eligible for the above benefits, an employee must work **240** hours over each three **(3)** consecutive month **period** to **qualify** the first day of the **fourth (4th)** month and **240** hours to continue Health Care Plan eligibility.
- (d) Article **17.09** Severance Allowance will have no application for any service prior to June **4**, **1990** and will have no application in the case of a discharge for just cause.
- (e) Notwithstanding any clause or article in the Collective Agreement, the hotel may continue to contract out the following services during the term of the Collective Agreement:

Airport/Ferry Transportation & Baggage Handling General Maintenance

Refrigeration Warehousing & Freight Handling Yard Maintenance

It is further agreed and understood that should the hotel hire an employee or employees to perform any of the services listed above rather than have them performed by contract, such service or services will be considered within the scope of the bargaining unit.

- (f) It is agreed that in the absence of an owner, the hotel manager will be given the same recognition as an owner under Article 4.06. There are currently two managers, namely, Jim Scott and **Danielle** Patterson.
- (g) On October 1, 1994 a wage increase equal to 50% of the June 1, 1994 Master wage increase will be applied to the classifications outlined in

the Wage Appendix. On June **1**, **1995** an additional wage increase equal to the June **1**, **1995** Master wage in-crease will be applied to those classifications. Thereafter the Master wage increases will

apply.

14. WEDGEWOOD HOTEL

(a) It is understood and agreed by all parties involved that the Collective Agreement is only applicable to the following departments of the hotel:

> Front Desk Bellperson Housekeeping Maintenance

15. WESTWIND PLAZA HOTEL

- (a) That **14.02** for the purpose of determining an-nual vacation length of service shall be from May 14, 1979.
- (b) That 17.09 for the purpose of determining termination pay length of service shall be from May 14, 1979 to April 30, 1981 for eight (8) hours pay and twelve (12) hours pay for each provide the May 1091. year of continuous service after May 1, 1981.

16. BEST WESTERN TOWN CENTRE HOTEL

(a) With regard to Article **15** of the Master Agree-ment, it is agreed that the contributions made

by the employer will be limited to 42a per hour until October **1**, **1994** after which time the level identified in the Master Collective Agreement will apply. It is understood that the 42a contribution will be directed toward the Health Care Plan.

(b) It is further agreed that a wage and classification appendix will be included in the new Collective Agreement on behalf of the Best Western **Town** Centre Hotel and the employees in the Cocktail Lounge which will contain the same wage rates as those in effect at the Inn at Westview.

HOSPITALITY INDUSTRIAL RELATIONS

Through tine

HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION. LOCAL 40

Mowa

August 14, 1994 Date

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