

Culinary Agreement

THIS AGREEMENT made and entered into this 1st day of May, 2004

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

**ON ITS OWN BEHALF AND ON BEHALF OF ITS MEMBERS SET FORTH IN THE SCHEDULE
ATTACHED AND THOSE MEMBERS ADDED FROM TIME TO TIME BY MUTUAL
CONSENT OF THE UNION AND CONSTRUCTION LABOUR
RELATIONS ASSOCIATION OF B.C.**

(Hereinafter referred to as "EMPLOYER")

AND:

UNITE HERE, LOCAL 40

**On behalf of its members
(Hereinafter referred to as "UNION")**

Expiry April 30, 2010

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All Articles in this Agreement shall apply equally to both male and female gender. Where the male gender is used in this Agreement it is to be interpreted to include the female gender.

ARTICLE 1.00 -- OBJECTS

- 1.01** The objects of this Agreement are to stabilize the food service and catering industry; provide fair and reasonable working conditions and job security for Employees; prevent strikes and lockouts; record the terms of Agreement as to conditions of employment, hours of work and rates of pay and generally to assure the highest quality of production obtainable by the most economical and efficient conduct of the Employer's operations, the cleanliness and protection of the Employer's property, reasonable provisions for the safety and health of Employees and the prompt and fair disposition of disputes arising out of this Agreement.
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ARTICLE 2.00 -- DURATION OF AGREEMENT

- 2.01** The term of the collective agreement shall commence on May 1, 2004 through April 30, 2010. Sixty (60) days prior to each anniversary date of the agreement, commencing March 1, 1996, it shall be mutually agreed to arrange for both trade level and main table discussions on areas of concern to the parties.
- 2.02** The operation of Section 66 (2) of the Labour Code of British Columbia Act is hereby excluded.
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ARTICLE 3.00 -- EXTENT

3.01 Application:

This Agreement shall apply to all work performed by Employees of the Employer in the classification listed herein on recognized construction projects in the Province of British Columbia.

- 3.02** The Employer signatory to this Agreement will not sub-contract any work within the jurisdiction of UNITE HERE Local 40, which is to be performed at the job site, except to a contractor who is signatory to this Agreement.

- 3.03** This Agreement shall not apply to:

The Employer's Employees excluded by the Labour Relations Code, nor to any other Employee or Employees subsequently excluded by supplementary Agreement between the Employer and the Union and without limiting the generality of the foregoing to undermentioned Employees: technical, professional and supervisory staff, operating engineers and firemen or office and clerical personnel.

- 3.04** Should any part hereof or any provision herein contained be rendered and declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

- 3.05** The parties hereto agree that the provisions as contained within Section 79 of the Labour Code of British Columbia shall apply.
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ARTICLE 4.00 -- WAGES AND HOURLY COST ITEMS

- 4.01** The minimum hourly wage rates provided in Article 30 shall remain in effect throughout the specified or extended term of this Agreement.
- 4.02** In the event of new methods being introduced to perform work not covered by the classifications specified in the Collective Agreement, such new classifications may be mutually agreed upon between the Employer and the Union. Failing mutual Agreement, the matter shall be referred to the Liaison Committee.
- 4.03** There shall be no requirement to work a multiple classification where there is an established eight (8) hour work load within the Employee's dispatch classification.

- 4.04** When, to meet the Employer's requirements, an Employee is temporarily transferred to a lower classification job while work is still available for him at his regular job, he shall receive the wage rate for his regular job. When, due to shortage of work, an Employee is transferred to a lower classification job as an alternative to layoff or discharge he shall receive the wage rate for such lower classification job effective the day following such transfer.
- 4.05** Where an Employee works in a higher hourly wage classification he shall be paid the higher rate for a minimum of four (4) hours. If he works more than four (4) hours at the higher wage classification, he shall be paid the higher rate for the entire shift. Thereafter he shall receive the wage rate for such higher rated classification.
- 4.06** A temporary transfer shall not normally exceed one-half month after which the Employee shall either revert to his previous classification or transfer permanently to the new classification job, except where the Employee is substituting for an Employee absent for reasons of sickness, accident, vacation or other approved absence, in which case the temporary transfer may extend for a longer period.
- 4.07** Pay cheques will be presented to the Employees on the 15th and the end of each month or such earlier date wherein the 15th or end of each month falls on a Saturday, Sunday or Statutory Holiday. To accommodate the above payroll dates, the Employer shall hold back one payroll period or any portion thereof after commencement of work. When an Employee is terminated, all wages and holiday pay due shall be paid or arrangements made not later than the following day to mail these to the Employee.
- 4.08** Should an Employee be employed on a project where an Employer is unable to provide the Employee's regular wages, such Employee shall be entitled to a cash draw in an amount up to two hundred dollars (\$200.00) in order to provide cash monies to the Employee until such time as the Employer is able to provide the Employee with the wages owed as per that payroll period. The cash draw shall be deducted from the wages earned by the Employee during that specific payroll period.
- 4.09** The Employer will provide a separate or detachable itemized statement with each pay showing the number of hours at straight time, premium time and overtime rates, the wage rate and total deductions from the amount earned. Exchange charges will be added to the cheque or otherwise provided for by the Employer.

ARTICLE 5.00 -- HOURS OF LABOUR, SHIFTS

- 5.01** An Employee's work week shall be established as being a five (5) day work week, Monday through Friday inclusive.
- 5.02** (i) For all work performed on Saturday, the Employee shall be compensated at one and one-half (1-1/2) times his base hourly rate of pay for all hours worked.
- (ii) For all work performed on Sunday, the Employee shall be compensated at two (2) times his base hourly rate of pay for all hours worked.
- 5.03** No Employee covered and within the scope of this Agreement shall be employed at straight time for more than:
- (i) Eight (8) hours in any one day
- (ii) Forty (40) hours in any one work week
- (ii) Following five (5) consecutive days in any one work week, all Employees covered by this Agreement shall be entitled to two (2) consecutive days off.
- 5.04** The Employer will schedule and operate shifts such as may be required and such shifts shall be either in conjunction or overlapping.

- 5.05** It is understood and agreed that split shift or night shift premiums are not to be included in the base hourly rate when computing overtime hourly rates.
- 5.06** On a split shift, all hours worked after twelve (12) hours from commencement of the shift shall be paid at a premium rate. I.E Monday through Friday at time and one-half (1-1/2) the base hourly rate for his classification.
- Saturday will be paid at the rate of time and one-half (1-1/2) the base hourly rate for his classification.
- Sunday will be paid at the rate of double-time the base hourly rate for his classification.
- 5.07** An Employee whose work schedule requires him to work a split shift shall be paid an additional forty-five cents (\$0.45) per hour.
- 5.08** An Employee whose work schedule requires him to work a night shift shall be paid an additional fifty-five cents (\$0.55) per hour. To qualify for night shift premium, an Employee must work the majority of his shift between the hours of six (6) P.M. and six (6) A.M.
- 5.09** An Employee whose work schedule requires him to work a night shift split shall be paid an additional one dollar (1.00) per hour.
- 5.10** To qualify for night shift split premium, an Employee must work the majority of the shift between the hours of six (6) p.m. and six (6) a.m.
- 5.11** Where an employee is called out to work and no work is performed, he shall be paid two (2) hours:
- (i) On a regular shift - at straight time rate
 - (ii) On other than regular shifts - at prevailing overtime rate
- 5.12** Where an Employee is called out to work at any time and work is performed, he shall be paid a minimum of four (4) hours:
- (i) On regular shifts - at straight time rate
 - (ii) On other than regular shifts - prevailing overtime rate
- 5.13** The Employer shall pay to every Employee who works in excess of four (4) hours and less than eight (8) hours in any day at least eight (8) hours' wages for each such day, provided the Employee is available for work.
- 5.14** All Employees shall be allowed two (2) ten (10) minute rest periods each, in addition to meal times and at a time to be determined by the Employer, such minutes to be taken on the Employer's time.
- 5.15** Daily work schedules shall be posted in a place accessible to the Employees. Such schedule shall denote the name of the Employee, classification, starting and completion time; also specified meal time.
- 5.16** An allowance for turnaround or periodic leave will be provided on a "use it or lose it" basis. The allowance will be based on the following formula:
- | | |
|--------------------|----------|
| 501 km to 750 km | \$150.00 |
| 751 km to 1,000 km | \$200.00 |
| over 1,000 km | \$250.00 |

The mileage will be computed from the project to the dispatch point or Employee's place of domicile as stipulated in the respective collective agreement. It is agreed that the above amounts will be paid only once for each turnaround.

Effective April 1, 1998, each Employee shall receive, as a longevity premium, an amount equal to two (2) one-way fares from the job site to Vancouver (as determined by a pre-job understanding between the Employer and the Union in 7.03(i) of this Agreement). Qualification being that an Employee shall have remained on the job sixty (60) days from the commencement of employment and shall continue to receive longevity premium each sixty (60) days he continues thereafter. Effective April 1, 1998, time spent on sickness, accident or Workers' Compensation benefits shall be used in calculating longevity premium, except and save where an Employee has opted to receive transportation from and to the project on a long weekend as recognized by this Agreement and in which event, following this return to the project, a new longevity schedule will commence.

Effective April 1, 1998, time spent on sickness, accident or Workers' Compensation benefits shall be used in calculating longevity premium to a maximum of sixty (60) days or part thereof from date of accident or illness.

- 5.17** Effective April 1, 1998, it is understood and agreed that an Employee, at his option, may be paid the cost of transportation to and from the project subject to the same conditions that govern transportation where the Employee has accumulated forty-five (45) days from initial hire or forty-five (45) days from his last time out on a long weekend as described in 14.04 of this Agreement.

The time off will be for such long weekend unless otherwise agreed between the Employee and Employer.

Failure to return on such agreed upon leave will result in self-termination.

ARTICLE 6.00 -- OVERTIME

- 6.01** The first two (2) hours of overtime Monday through Friday shall be paid at the rate of time and one-half (1-1/2), and double-time thereafter. The first eight (8) hours on Saturday may be worked at time and one-half (1-1/2), and double-time thereafter. Double-time rates shall apply on Sundays and statutory holidays.

Effective April 1, 1998, all hours worked in excess of the hours and days of work as set out in Article 5 are as follows:

- (i) For all hours in excess of eight (8) hours until a break of eight (8) hours occurs, two times (2X) the hourly rate shall be paid for each hour of employment.
- (ii) For all hours in excess of forty (40) hours in an Employee's work week, two times (2X) the hourly rate shall be paid.
- (iii) For all work performed up to eight (8) hours on Saturdays, one and one-half (1-1/2) times the hourly rate shall be paid. All hours in excess of eight (8) hours shall be paid at two (2) times the hourly rate.
- (iv) On Sundays and all statutory holidays as defined within this Agreement, two times (2X) the hourly rate shall be paid.

- 6.02** In recognition of the provision of monetary consideration which provides all Employees covered by this Agreement with an amount of wages equal to forty (40) hours in the week or eight (8) hours in the day, for the periods of work in the amount of thirty-seven and one-half (37-1/2) hours in the week and seven and one-half (7-1/2) hours in the day, the parties to this Agreement have signed a Memorandum of Agreement which provides acknowledgement and understanding for the provisions contained thereby. Such Memorandum of Agreement shall continue to remain in effect. The option to convert to thirty-seven and one-half (37-1/2) hours in the week and seven and one-half (7-1/2) hours in the day can only take place upon the anniversary date of this Agreement.

ARTICLE 7.00 -- TRANSPORTATION

- 7.01** The Employer shall provide air transportation to all job sites. Where there is no air service available the first option is train, bus, in that order. Meals and hotel accommodation are to be supplied where it is not possible to travel to the job site within one (1) calendar day. These provisions apply equally to transportation to and from the job site subject to the following qualifications:
- (i) If an Employee is terminated (not for cause), takes sick, is injured or leaves for authentic compassionate ground involving the immediate family, the cost of return transportation shall be paid by the Employer. Family defined as: Mother, Father, Spouse, Children, Brother or Sister.
 - (ii) If an Employee voluntarily terminates or is discharged for cause without having been on the job less than fifteen (15) calendar days, the cost of transportation to the job shall be deducted from the Employee by the Employer.
 - (iii) If an Employee terminates or is discharged when having been on the job forty-five (45) calendar days, return transportation shall be paid by the Employer.
- 7.02** It is agreed that initial and terminal travel time shall not be paid on all out of town jobs, but travel expense will be provided. To qualify for return travel expense, the qualifications outlined in the respective collective agreements shall prevail.
- 7.03** In all instances, point and time of hire shall be the actual time of departure of the scheduled carrier, plus one (1) hour.
- (i) Travel time shall be determined by mutual agreement between the Employer and the Union prior to commencement of each and every project. It is further agreed and understood that the travel time determined for travel to the job shall be paid for travel from the job, subject to the same conditions that govern transportation.
 - (ii) In the event that an Employee whose transportation has been advanced by the Employer fails to report to the job, the Union shall endeavour to recover the amount of advanced transportation from the workman and reimburse the Employer.
 - (iii) Wherein an Employee does not complete fifteen (15) days and owes the Employer for travel costs, the named Employee must make complete restitution before being eligible for future dispatch to any project.
- 7.04** Return travel will be paid as contained in Article 7.02 of this Agreement to each Employee who has completed forty-five (45) calendar days on the job or earlier should there be a lay-off.

ARTICLE 8.00 -- MANAGEMENT OF EMPLOYEES

- 8.01** The Employer has the right to manage his operations, which right includes but is not limited to the hiring and direction of the working forces, the right to hire, discharge, promote, demote, transfer, discipline, lay-off and terminate Employees for cause, the determination of job content, the assignment of all work and the determination of the qualifications of each Employee to perform such work, the methods and processes and means of production in the carrying out his obligations and services, providing the Employer, in exercising his rights observes the provisions of the Agreement. The Employer also has the right to the adoption, publication and enforcement of all rules for the promotion of safety, health, efficiency and for the protection of the Employees and the Employer's property, equipment, products and services.

ARTICLE 9.00 – WORKING CONDITIONS

- 9.01** Employees covered by this Agreement shall take orders from the supervisor to whom they are assigned or if the supervisor is not immediately available, then from general management.
- 9.02** No Employee, while on the Employer's payroll, shall engage in other employment for financial gain provided he is working or offered work by the Employer to the extent of the regular hours provided in this Agreement.
- 9.03** Except as otherwise provided herein, uniforms and tools as required by the Employer to be used by Employees will be supplied upon a deposit of ten dollars (\$10.00) by the Employee. At the time of termination and upon return of such uniforms and/or tools, the deposit will be refunded. Any shortages will be paid by the Employee.
- 9.04** Nothing herein shall prevent any Employee from supplying his own tools. However, any Employee so doing will be required to file with the Employer an inventory of all tools brought on the job, and the Employer may check this inventory against the tools taken off the job by the Employee.
- 9.05** At each camp where the total camp occupancy is in excess of two hundred and thirty (230) occupants, a Head Waiter will be employed.
- 9.06** At each camp where total camp occupancy is in excess of one thousand (1000) occupants, an Assistant Head Waiter will be employed in addition to the Head Waiter.
- 9.07** At each camp a Head Camp Attendant shall be employed. The Employer shall determine when the Head Camp Attendant is to be employed, but in any case it shall not be later than the fourth (4th) Camp Attendant hired.
- 9.08** At each camp an Assistant Head Camp Attendant will be employed in addition to a Head Camp Attendant where more than twenty (20) camp attendants are employed at that camp.
- 9.09** At each camp a Head Dishwasher will be designated where the camp residents are five hundred (500) or in excess of five hundred (500).
- 9.10** When a meal which consists of two (2) or more "choices" is being prepared, a chef and/or a first cook shall be on duty.
- 9.11** A second or a higher classification cook will be on duty for the preparation and service of the breakfast meal.
- 9.12** When defining camp occupancy this shall be determined by the addition of all boarders to include culinary and bunkhouse Employees.
- (i)** The parties understand and agree that during the course of this Agreement a committee of three (3) members representative of the Employer and three (3) members representative of the Union shall meet to review the question of defining camp occupancy. The committee may not make changes to the Collective Agreement unless by unanimous consent of the members of the committee.
- 9.13** Casual meals would be counted in camp occupancy as three (3) casual meals equals one (1) boarder.
- 9.14** **Mess Hall Attendant Work Loads:**
- The M.H.A. work load shall be seventy-five (75) seats per M.H.A. Wherein two (2) or more sittings are required, the parties shall meet and resolve the M.H.A. work load for that project.

9.15 Camp Attendants Work Loads:**1. Servicing 42 Man Unit**

42 occupied rooms
1 hall
1 ablution unit
1 dry room
1 laundry room

2. Servicing 40 Man Unit

40 occupied rooms
1 hall
1 ablution unit
1 dry room
1 laundry room

3. Servicing 20 Man Unit

40 occupied rooms
2 halls
2 ablution units
2 dry rooms
2 laundry rooms

4. Servicing 30 Man Unit

45 occupied rooms
1-1/2 halls
1-1/2 ablution units
1-1/2 dry rooms
1-1/2 laundry rooms

5. Rooming Evaluation

5 occupied rooms per hour with proportionate attendant facilities.

9.16 Weekend Camp Attendant Work Loads:

Definition of a weekend is defined only to be where the majority of the outside trades are not working on a Saturday and/or Sunday or a long weekend. Where a C.A. is required to work outside of his home unit, he shall be required to service forty (40) rooms without attendant facilities in a maximum of:

- (i) Servicing a twenty (20) man unit - to a maximum of six (6) units
- (ii) Servicing a thirty (30) man unit - to a maximum of six (6) units
- (iii) Servicing a forty-two (42) man unit - to a maximum of six (6) units
- (iv) Servicing a forty (40) man unit - to a maximum of six (6) units
- (v) Should a C.A. be required to clean the attendant facilities, they shall be treated as individual rooms i.e. dry room, laundry room, showers, ablution units and halls.
- (vi) Overtime evaluations:

five (5) occupied rooms per hour overtime.

three (3) occupied rooms per one-half hour overtime.

- 9.17** It is agreed and understood that, should trailers be placed in service other than the aforementioned, then the work loads for such units shall be determined by the Culinary Workers' Joint Liaison Committee.
- 9.18** When a grievance is presented questioning the allotted time for cleaning recreation rooms, commissaries and/or offices, such grievance shall be resolved by the Culinary Workers' Joint Liaison Committee.
- 9.19** All lunch packs shall be prepared by a member of this Union.
- 9.20** (a) In considering lay-offs, the Employer will use continuity of employment, skill and ability as principal considerations of continued employment.
- (b) It is understood and agreed that the intent is to prohibit favouritism and cliques in determining lay-offs and shall not be construed as the only consideration of lay-offs.
- 9.21** Where there are no adequate facilities for First Aid in the camp location, an Employee with the minimum "C" Industrial First Aid Ticket will be available and shall be paid a premium of twenty-five cents (\$0.25) per hour over the regular hourly rate for all hours worked.

ARTICLE 10.00 -- UNION SECURITY

- 10.01** All Employees covered by this Agreement shall, as a condition of employment, be members of or make application for membership in the Union.
- 10.02** The Employer shall requisition workmen from the Union, it being understood and agreed that such workmen shall have been registered as unemployed camp members prior to having their names placed on the dispatch board in accordance with the dispatch rules as approved, from time to time, by the Culinary Workers Joint Liaison Committee. In the event that the Union is unable to supply qualified and competent workmen acceptable to the Employer, then the Employer may engage workmen from any source and the Union agrees to assist the Employer by all means in its power to secure the necessary qualified and competent workmen.
- 10.03** The parties agree that the Union shall have the right to dispatch up to fifty percent (50%) of the Employer's new staff requirements per project.
- (i) The following formula shall apply to all new hires or replacements, excepting Employees required in the classifications of Chef and Head Camp Attendant or an Employee having been named job steward by the Union.
- In selecting new hires or replacements, odd numbers will be selected by the Union and even numbers will be selected by the Employer.
- (ii) All job placements will be secured through the Vancouver Union Office, and each Employee so hired must secure a clearance slip by phone or other notification or he will not be allowed to commence work. There will be no Saturday or Sunday dispatch. Emergency or out of town hirings must be approved by the Union. The Union dispatch office shall be open Monday to Friday excepting Statutory Holidays.
- (iii) Personnel who are relieved of employment due to a temporary reduction of camp occupancy shall maintain recall rights for a period of thirty (30) days. Should the camp occupancy increase, such Employees shall be recalled in proportion to the requirements of the camp occupancy. The considerations exercised in Article 9.20 shall apply.

- 10.04** Employees secured through sources other than the Union shall be informed by the Employer that it is a condition of employment that within fourteen (14) days from the date of engagement they apply for membership in the Union, it being understood that failing to make proper application the Employee may be replaced by a competent Union tradesman when available.
- 10.05** No Employee shall be compelled to or allowed to enter into any individual contract or Agreement with his Employer concerning the conditions of employment varying the conditions of employment contained herein.
- 10.06** The Employer will be allowed to rehire by name request members who have worked for the Employer within the previous twelve (12) months within the jurisdiction of Local 40 only. The Employee who has quit his job must have been on the dispatch board of the Union for at least thirty (30) calendar days before being eligible for name request.
- 10.07** A standard daily time slip shall be completed by all Employees covered by this Agreement immediately following the Employee's work day. Such slips shall show the total hours of work performed at straight time, premium time and overtime.

In order that such slips be considered as valid in the compilation of overtime hours, the Camp Manager shall sign the slip verifying the information contained therein.

Time slips shall be provided by the Union and shall be available on request of the Employer on an equal cost sharing basis.
- 10.08** Whenever an Employee is to be terminated for cause, the Job Steward shall be present at his dismissal and the Employee shall be given the cause for dismissal in writing; copies of this termination slip must be forwarded to the Union and Company offices.
- 10.09** Where no Job Steward is available, the Employee shall be given the cause for dismissal in writing and copies of same shall be forwarded to the Union and Company offices.
- 10.10** Where an Employee is laid off for lack of work, such Employee shall receive a termination slip so stating. Copies of such notice must be forwarded to the Union and Company offices.
- 10.11** A standard form for use in termination shall be used and such form shall be provided to the Employer by the Union.

ARTICLE 11.00 -- CHECK OFF

- 11.01** The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an Employee on the following pay period. Such authorization to be completed and signed by the Employee on commencement of employment. The monies are to be remitted by the Employer on or before the fifteenth (15th) day of the month following the month those deductions were made and mailed to the secretary of the Union. All Employees coming into the bargaining units shall complete and sign the Union application card. These cards will be supplied to the Employer by the Union.

ARTICLE 12.00 -- JOB STEWARDS AND UNION REPRESENTATIVES

- 12.01** On all projects, a steward will be the first placement in his/her classification. When a vacancy is created by a job steward leaving the project, for any reason, that position will be immediately filled by another designated job steward selected by the Union or, effective April 1, 1998, dispatched by the Union.

- 12.02** There shall be one (1) job steward per project, and they shall not be discriminated against in the execution of their duties as job steward. The job steward shall be recognized as the spokesperson for the Union. The Union will notify the Employer, in writing, the name of the job steward who is to be recognized as the spokesperson and any changes thereof. The job steward shall not be terminated from his classification, except on job completion (no other Employee remains employed within his classification) or, if terminated for cause, in which case such cause shall be stated in writing to the Union within seven (7) working days of such termination.
- 12.03** The members on the project may elect shop stewards whose duties will be to assist the job steward up to Stage 1 of the grievance procedure.

ARTICLE 13.00 -- ROOM AND BOARD

- 13.01** Each Employee shall be provided with accepted Building Trades standard camp and board accommodation at no cost to the Employee. Such standards are set out in the Camp Rules and Regulations approved by the B.C. & Yukon Territory Building and Construction Trades Council and the Construction Labour Relations Association of B.C. dated for reference January 1, 2008 to December 31, 2014.
- 13.02** As a condition of employment, members of the Union shall be accommodated at the camp provided by the Employer; such Employees must accept such accommodation and no subsistence or other allowance will be provided in lieu of such accommodation.
- 13.03** Any Employee covered by this Agreement who is living in accommodation provided by the Employer may, on any weekend, vacate or check-out of such accommodation and the Employer will pay him twelve dollars (\$12.00) per day. To qualify, the Employee must work the scheduled shift prior to the weekend or statutory holiday and the scheduled shift after the weekend or statutory holiday, unless mutually agreed by the Employee and Employer representative. If meal tickets are provided to the Employees, the Employee who intends to check-out or vacate for the weekend must turn in his meal tickets to the Employer's representative not later than 4:00 P.M. Friday.

ARTICLE 14.00 -- VACATION AND STATUTORY HOLIDAYS

- 14.01** Vacation pay and statutory holiday pay will be combined in an amount equal to twelve percent (12%) of gross wages.
- 14.02** The Employer agrees that when making payment of the above stated monies, as defined in Article 14.01, there will be two (2) separate cheques, one covering statutory holidays and one for annual holiday pay.
- 14.03** Each member covered by this Agreement shall receive the amount as set out above for annual vacation pay and statutory holiday pay as defined in this Agreement. The annual vacation period shall be at a time mutually agreed upon between the Employer and the Employee between the tenth (10th) and twelfth (12th) month of continuous employment. An Employee may take up to three (3) weeks' annual vacation in any calendar year.
- 14.04 The recognized statutory holidays are:**
- | | |
|-----------------------------------------------------------|-------------------------------------|
| New Years Day | B.C. Day |
| 3 rd Monday in February (Heritage Day)*floated | Friday prior to Labour Day *floated |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Friday prior to B.C. Day | Boxing Day |

*The third Monday in February (Heritage Day) and the Friday before Labour Day shall be floated, and scheduled to be taken on the two (2) days immediately following Boxing Day or the day being observed in lieu thereof.

- 14.05 When a statutory holiday falls on a Saturday and/or Sunday, the following work day(s) will be observed: Monday and/or Tuesday.
- 14.06 All work performed on statutory holidays or days observed in place of statutory holidays shall be paid for at two times (2X) the regular hourly rates in addition to the statutory and annual holiday pay as outlined above. On all occasions where an Employee is required to work on a statutory holiday or a day observed in place of a statutory holiday, there shall be no day off in lieu thereof.
- 14.07 Should a day be declared a statutory holiday by the Federal and/or Provincial Government on a permanent basis, in addition to those named above, then vacation pay and statutory holiday pay combined in an amount equal to twelve percent (12%) shall be paid commencing on the date such holiday is observed.
- 14.08 The Employer agrees to pay the cost of transportation, subject to the terms and conditions of Article 7.00 - Transportation, on an Employee's annual vacation to point of hire, between the tenth (10th) and twelfth (12th) month of continuous employment. Such transportation shall, however, not include travel time.
- 14.09 The option to reserve payment of holiday pay shall be either monthly, every three (3) months or once per year. The Employee must make his intention known upon commencement of employment and thereafter cannot change or alter the same during his tenure with that Employer.

ARTICLE 15.00 -- HEALTH PLAN BENEFITS

- 15.01 The Employer agrees that all Employees covered by this Agreement shall be covered under and protected by the Health Care Plan provided for by the UNITE HERE Union, Local 40. The Employer shall contribute, on behalf of each Employee covered by this Agreement, an amount equal to one dollar and ninety seven cents (\$1.97) for each hour of employment performed by the Employee.

ARTICLE 16.00 -- PENSION PLAN

- 16.01 One dollar and thirty-five cents (\$1.35) per hour worked shall be contributed by the Employer to the Culinary Workers, Local 40 Pension Plan, in trust, or such other person or corporation, in trust, as the parties hereto may agree from time to time in writing on behalf of every Employee covered by this Agreement.

ARTICLE 17.00 - CONTRACT ADMINISTRATION FUND

- 17.01 Effective July 15, 2005, all signatory Employers shall contribute the sum of thirteen cents (\$0.13) for each hour worked on behalf of each employee working under the terms of this Agreement, to the CLR Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice.

The Union will forward to CLR all monies received in accordance with the standard remittance form utilized by the Union. Such payments to CLR shall be made by the Union not later than the last day of the month in which such amount was received and shall be accompanied by a summary report that provides hours of work and fund remittances by each Employer under the Agreement.

It is understood that any cost incurred by the Union in remittance notification or changes thereto shall be borne by CLR. The Union will not have any responsibility for delinquent monies from individual employers.

ARTICLE 18.00 -- JOINT INDUSTRIAL CATERING ADVANCEMENT FUND

18.01 The contractors and the Union agree that, effective upon ratification and continuing each year thereafter, a contribution of eleven cents (\$0.11) for each hour worked shall be remitted for the establishment and maintenance of an Industrial Catering Advancement Fund. This fund shall be administered by an eight (8) man Board of Trustees to be appointed equally by the National Association of Camp Management Contractors and the Union. The Fund, if deemed in the best interests of the Parties and the Union by the Trustees, may be used for, but not limited to, the following purposes: Public Relations, Collective Bargaining expenses such as cost of meeting rooms, printing of Collective Agreements and supplying of necessary lunches, and such other industry wide endeavours as may be agreed upon for the best interests of the industry by the Trustees.

The Joint Industrial Catering Advancement Fund shall be audited by a Certified Chartered Accounting Firm at least once a year with a full report given to the Trustees of all Items of income and expense and shall at all times, be operated under the guidelines and regulations as set forth by both the Federal and Provincial tax authorities.

All monies paid into this Fund shall be held in escrow until such time as a trust document has been developed by National Association of Camp Management Contractors and executed by National Association of Camp Management Contractors and the Union. Such trust document shall be completed within thirty (30) days of ratification of this Agreement.

ARTICLE 19.00 -- CULINARY WORKERS JOINT LIAISON COMMITTEE

19.01 The parties to this Agreement agree to immediately enter into a Declaration of Trust on behalf of the members of the National Association of Camp Management Contractors signatory to this Agreement and UNITE HERE Union, Local 40.

19.02 Such Declaration of Trust shall set out the purposes of the Culinary Workers Joint Liaison Committee and shall be substantially as follows:

Examine and determine job classifications with descriptions of the classifications required of Employees in each job classification; examinations of apprenticeship, accident prevention, public and industry relations; and matters of mutual interest.

19.03 The Culinary Workers Joint Liaison Committee will be formed of four members of Construction Labour Relations Association of B.C. nominated by Employers signatory to this Agreement and four members of and nominated by UNITE HERE Union, Local 40 and who shall meet as required by either party, at which meetings two members of each party will constitute a quorum. The Committee shall have the power on behalf of the respective parties hereto to adjust trade disputes, grievances or establish regulations governing the conduct of their members.

19.04 Any matter brought to the Culinary Workers Joint Liaison Committee as a grievance shall be determined by majority vote of the Committee and such majority decision shall be final and binding.

19.05 Two cents (\$0.02) per hour for each hour worked by all Employees covered by this Agreement shall be contributed by the Employer to the Culinary Workers Joint Liaison Committee.

ARTICLE 20.00 -- BCYT COUNCIL FUND

20.01 The Employer agrees to remit to the Secretary of UNITE HERE Local 40, an amount equal to ten cents (\$0.10) for each hour worked by each Employee covered by this Agreement.

ARTICLE 21.00 -- JURISDICTIONAL ASSIGNMENT PLAN FUND

- 21.01** One cent (\$0.01) per hour for all classifications covered by this Agreement will be paid to the trustees of the Jurisdictional Assignment Plan Fund in accordance with the standard remittance form provided for in this Agreement.

Where the Employer makes an assignment of work to another constituent union or local union of the BCBCBTU, which is challenged under the JP Plan, the union will not make any claim or hiring any independent action for back pay or any other damages through the Umpire, Arbitration or the B.C. Labour Relations Board, unless the union has obtained a ruling from the Umpire in its favour, in which event the union shall be entitled to claim damages through collective agreement arbitration for noncompliance with the Umpire's ruling for the period subsequent to the ruling.

ARTICLE 22.00 -- REHABILITATION FUND

- 22.01** The Employer shall make contributions at the rate of two cents (\$0.02) per hour for each hour worked for each Employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

It is understood and agreed that a joint committee will meet and review the merging of Rehabilitation and Health and Safety administration.

ARTICLE 23.00 -- REMITTANCE

- 23.01** The liability of the Employer for the Employee Health Care and Pension Funds as identified in Articles 15 and 16 shall be limited to making the prescribed contributions in accordance with the Agreement.
- 23.02** It is agreed that contributions and remittances contained in Articles 15, 16, 17, 18, 19, 20, 21 and 22 shall be an amount equal to three dollars and nine and one half cents (\$3.095) per hour for each hour worked, effective May 1, 1991, and three dollars and fourteen and one half cents (\$3.145) per hour for each hour worked, effective May 1, 1992.
- 23.03** The Employer agrees to forward all monies payable by him in respect of all funds on or before the fifteenth (15th) day of the month following the actual performance of work and shall forward such contributions between the first (1st) and fifteenth (15th) day of each month.
- 23.04** A form shall be supplied by the Union for the Employer to identify all contributions as required by this clause and such form shall indicate the address to which contributions shall be sent.
- 23.05** In the event an Employer fails to remit contributions to the funds in conformity with this clause of the Agreement, the Union is free to take any economic action it deems necessary against such Employer and such action shall not be considered a violation of this Agreement.
- 23.06** The Business Representative of Local 40 may inspect, during regular business hours, an Employer's records of time worked by Employees and contributions made to the funds.

ARTICLE 24.00 -- TRADE QUALIFICATIONS

- 24.01** Trade qualifications are to be determined by a Joint Board of Union and Management (Culinary Workers' Joint Liaison Committee) for those members not in receipt of trade papers. All new members may be required to appear before the Board before being dispatched.

ARTICLE 25.00 -- HEALTH AND SAFETY

- 25.01** Accident Prevention regulations made pursuant to the WorkSafe BC regulations together with those adopted and published by the Employer shall be observed at all times. It shall not be cause for dismissal if an Employee refuses to work in contravention of such regulations. An Employee may be terminated if he fails to comply, after being duly warned of any violation of WorkSafe BC regulations or Employer Safety Rules.
- 25.02** The Employer may, in conformity with recognized safety standards, use any type design, number or variety of machines or electrical appliances.
- 25.03** The Union shall ensure, as far as possible, that its members are familiar with all standard safety regulations and practices.
- 25.04** Employees shall be required to provide and maintain current certificates of absence from T.B., V.D. or any infectious or contagious diseases where there has been known exposure. Food handler certificates shall be paid for by the Joint Industrial Catering Advancement Fund. Each Employee employed in the preparation or handling of food must possess a Food Handler's Certificate. All other medicals as may be required by the Employer shall be paid for by the Employer.

ARTICLE 26.00 -- PUBLIC RELATIONS

- 26.01** The parties hereto mutually undertake to do all possible to ensure that in relationship with the general public and the owner-client every effort will be made toward the end that tactful relations are established and maintained.

ARTICLE 27.00 -- TECHNOLOGICAL CHANGE

- 27.01** It is agreed by both parties that this Agreement contain provisions for technological change as outlined under Section 74 through 78 of the Labour Code of British Columbia Act.

ARTICLE 28.00 -- DISPUTES

- 28.01** The Union reserves the right to render assistance to other Labour organizations. Refusal on the part of the Union members to work with non-Union workmen or workmen whose organization is not affiliated to the Building Trades Council shall not be deemed a breach of this Agreement. Refusal to work shall not take place until notice is first given in writing to the Employer involved, and the Union shall instruct the Employees on such jobs to carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner and to the entire satisfaction of the Employer.
- 28.02** Grievances: If, during the term of this Agreement there should arise any dispute or other matter of controversy as to the carrying out of the terms of this Agreement, its interpretation, application, operation or violation, then the aggrieved party must submit, in writing, full particulars of the matters complained of to the other party within thirty (30) days of its occurrence or the matter shall be deemed to be waived.
- 28.03** Before either party chooses to take the matter before the Culinary Workers Joint Liaison Committee, either party may refer the grievance directly to arbitration. Thereafter, the parties agree that arbitration would only be available to the parties should the Culinary Workers Joint Liaison Committee not arrive at a majority decision.

- 28.04** Failing the settlement of the matter complained of by the parties, then the matter shall be submitted to the Culinary Workers' Joint Liaison Committee by the aggrieved party, within five (5) days. The Liaison Committee shall examine the controversy, and the decision of settlement arrived at by the Liaison Committee shall be submitted to the parties within fourteen (14) days of appointment or such longer period of time as the parties may mutually agree to. A majority decision of the Culinary Workers' Joint Liaison Committee shall be binding on the parties.
- 28.05** Upon receipt of a written grievance involving discharge, the matter shall be referred to the Culinary Workers' Joint Liaison Committee. The Employer involved must respond within seventy-two (72) hours from date of notification. Failure to comply with the time limit of seventy-two (72) hours the Employee shall immediately be reinstated to his former position with all rights and conditions as though no termination took place.
- 28.06** Arbitration: Should the foregoing process fail a solution of a problem, then within five (5) days following, the problem shall be referred to and each of the parties shall name a nominee to an Arbitration Board. The two appointees shall within five (5) days endeavour to agree upon a Chairman, but failing to do so within that time they shall jointly request the Minister of Labour for the Province of British Columbia to appoint such Chairman. The Arbitration Board shall, within ten (10) days of the naming of the Chairman, hear the parties and give its decision. Such decision shall be final and binding on the parties. The ten (10) day period may be enlarged or abridged by mutual consent of the parties to the Arbitration. Each of the parties shall pay his own costs and expenses of arbitration, the remuneration and disbursements of his appointees to the Board and half the compensation and expenses of the Chairman of the Board.

ARTICLE 29.00 -- LEAVE OF ABSENCE

- 29.01** The Employer shall grant a leave of absence to Employees who are elected as delegates to attend Union conventions or as members of a negotiating committee. The Employer shall be given seven (7) days notice of such occurrence and shall not incur any cost whatsoever attendant to such permission being granted. The Employee will suffer no loss of rights formerly enjoyed before such leave was granted.
- 29.02** Where an Employee is absent for bona fide sickness recognized under the Health Care Plan as provided in this Agreement or absence for compensable injury under the Workers' Compensation and when proof of medical fitness is established further by a physician and/or WorkSafe BC, the Employee shall be reinstated to his former position within the company on construction projects within seven (7) days of such notification. Cost of transportation to the job shall be borne by the Employer.

ARTICLE 30.00 -- WAGE RATES

Please see Appendix "A" for a breakdown for the wage classifications. (page

This Agreement includes the following:

Addendum One -- Definition and Interpretation

Addendum Two -- Pre Jobs

Addendum Three -- Multi-Employer Certification Clause

Addendum Four -- Application

Addendum Five -- Enabling Clause

Addendum Six -- Hours of Work

SIGNED THIS ____ DAY OF _____, 2008.

SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC:

SIGNED ON BEHALF OF THE UNION:

UNITE HERE LOCAL 40

ADDENDUM ONE

Definition and Interpretation

Wherein a Head Camp Attendant is employed, he must be allowed time for supervision of the Camp Attendants. Such hours of supervision to be determined upon commencement of the project and shall remain in full force during the life of that project and shall be contained in a separate letter of understanding.

Meal Periods on split shifts shall be twenty (20) minutes per meal during the Employee's work period on the Employee's own time.

Straight shift Employees shall have one-half (1/2) hour for a meal period on the Employee's own time.

Any time off other than rest and/or meal periods shall be considered a split shift.

Management Employees shall not perform any work or duties over which the Union has jurisdiction as identified in Article 30 of this Collective Agreement.

Night Shift: For the purpose of overtime on night shift, all hours worked on Saturday and/or Sunday are to be identified as hours worked within that calendar day.

Weekend overtime shall be worked on a rotation basis to be evenly distributed to those Employees working within the originating classification.

All Employees covered by this Collective Agreement shall live in the camp.

ADDENDUM TWO

Pre-Jobs

It is agreed and understood by the principal organizations hereto that they will encourage and promote the "pre-job" concept on the following basis:

- a. Industrial projects of substantive size.
- b. "Out-of-town" projects (industrial, commercial, institutional) of substantive size or special characteristics.
- c. Commercial, institutional or major residential in-town projects having special characteristics.
- d. To be called by the B.C.Y.T. - B.C.T.C. in consultation and co-operation with C.L.R.A. and the responsible C.L.R.A. contractor.
- e. Arrangements to be made with sufficient lead time for postal notice to affected organizations.
- f. Pre-jobs shall be open to all building trades Unions affiliated with the B.C.Y.T. - B.C.T.C.
- g. General contractors, management contractors, major sub-contractors.
- h. Topics of conversation (among others) - hours of labour, overtime, travel, transportation, manpower requirements, safety and health, camp, catering, hotel-motel facilities, job durations, responsible representatives, manager and supervisors etc.
- i. Should irreconcilable differences surface, the terms of the various Collective Agreements shall prevail.
- j. Where required or deemed expedient (esp. industrial projects) pre-jobs shall include

"jurisdictional mark-ups".

- k. Where a job or project is of more than local interest and where it is deemed practical and expedient, pre-jobs shall be held in the Lower Mainland.

ADDENDUM THREE

Multi-Employer Certification Clause

The Parties to this Agreement understand and agree to the Multi-Employer Certification Clause:

It is agreed that the parties to this specific Agreement, including C.L.R.A., its member contractors and the specific Employer of this Agreement, shall co-operate in and support in every way the institution at the initiative of the Union, of multi-Employer certification in accordance with Section 40 of the Labour Code of B.C.

It is further agreed that such multi-Employer certification shall be instituted along traditional trade lines and shall not be used in any way to resolve jurisdiction or to affect the present (July, 1980) status quo between trades.

ADDENDUM FOUR

Application

The parties hereto mutually recognize and agree that Article 1 -- Extent, subsection 3.01 -- Application, recognizes that the Collective Agreement applies to all construction projects in the Province of British Columbia other than projects or sectors for which there are separate Collective Agreements covering such projects and/or sectors.

ADDENDUM FIVE

Enabling Clause

The Union, in conjunction with the Employer's representative or the Employers bidding work in the respective jurisdictions or sectors, may determine on a job by job basis if special dispensation is required to become competitive and should the necessity arise, may, by mutual agreement in writing, amend or delete any terms or conditions of the Agreement for the length of the job. This Letter of Understanding will not or cannot alter or change any term or condition of the Collective Agreement other than that identified in writing for the project wherein the request is granted.

ADDENDUM SIX

Hours of Work

Should the outside trades adopt a compressed work week consisting of four (4) days of ten (10) hours daily, the following shall constitute the hours of work for Employees covered by this Agreement.

- (i) Four (4) consecutive days Monday to Thursday. Straight time up to ten (10) hours daily. All hours in excess of ten (10) hours will be paid at time and one-half (1-1/2) the hourly rate for the first two (2) hours and double-time thereafter.
- (ii) On the fifth (5th) and sixth (6th) days, the first eight (8) hours will be paid at time and one-half (1-1/2) and double time thereafter.

(iii) On the seventh (7th) day all hours will be paid at double time.

Split Shift Premium

(i) Monday to Thursday, following thirteen (13) hours -- time and one-half (1-1/2).

(ii) Friday or Saturday, following twelve (12) hours -- double time.

(iii) Sundays, following twelve (12) hours -- two and one-half (2-1/2) times the hourly rate.

A half shift Monday to Thursday will be five (5) hours.

Camp Attendant Work Loads

Monday to Thursday, the work load will be fifty-two (52) rooms.

SIGNED THIS ____ DAY OF _____, 2008.

SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC:

SIGNED ON BEHALF OF THE UNION:

UNITE HERE LOCAL 40

WORKLOAD OF CAMP ATTENDANTS

It is hereby understood that a joint management/union committee shall be formed to address the issue of the workloads for Camp Attendants. This committee shall make recommendations to the respective negotiating committee on or before the third anniversary (May 1, 1996) of the 1994-1998 collective agreement.

SIGNED THIS ____ DAY OF _____, 2008.

SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC:

SIGNED ON BEHALF OF THE UNION:

UNITE HERE LOCAL 40

LETTER OF UNDERSTANDING

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

AND:

UNITE HERE UNION LOCAL 40

POSSIBLE INTRODUCTION OF GOVERNMENT PROGRAMS

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

1. Representatives of the parties to this agreement will meet with the administrator of the Health Care Plan, in order to be advised of the hourly amount of the Employer contributions which is used to pay the cost of any such plan which has been made the subject of legislated Employer contributions.
2. With effect from the date when any legislated employer-financed contributions are commenced, the Employer contributions made to the Health Care Plan pursuant to Article 15 of this agreement, shall be reduced by the amount agreed to by the parties, following such advice as will have been provided by the Plan Administrator.
3. In the event of a failure on the part of the parties to agree upon an amount or the effective date of any reduction in the Employer contribution to the Health Care Plan, either party may refer the matter to a single arbitrator that is mutually agreeable to both parties. If no agreement on said arbitrator is reached, the parties may apply to the Ministry of Labour for appointment of an arbitrator.

SIGNED THIS ____ DAY OF _____, 2008.

SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC:

SIGNED ON BEHALF OF THE UNION:

UNITE HERE LOCAL 40

APPENDIX "A" – WAGE SYNOPSIS

Wages, Vacation and Holiday Pay

	<u>May 1, 2004</u>		<u>May 1, 2004</u>
Chef	25.73	Mess Hall Attendant	22.03
Vacation & Holiday Pay 12%		Vacation & Holiday Pay 12%	
Total		Total	
1st Cook	25.44	Camp Attendant	21.67
Vacation & Holiday Pay 12%		Vacation & Holiday Pay 12%	
Total		Total	
Baker	25.44	Head Mess Hall Attendant	22.30
Vacation & Holiday Pay 12%		Vacation & Holiday Pay 12%	
Total		Total	
Butcher	25.44	Assistant Head Mess Hall	
Vacation & Holiday Pay 12%		Attendant	22..28
Total		Vacation & Holiday Pay 12%	
2nd Cook	23.69	Total	
Vacation & Holiday Pay 12%		Head Dishwasher	22.26
Total		Vacation & Holiday Pay 12%	
3rd Cook	23.17	Total	
Vacation & Holiday Pay 12%		Head Camp Attendant	22.30
Total		Vacation & Holiday Pay 12%	
Baker's Helper	22.05	Total	
Vacation & Holiday Pay 12%		Assistant Head Camp	22.28
Total		Attendant	
Cooks Helper	22.05	Vacation & Holiday Pay 12%	
Vacation & Holiday Pay 12%		Total	
Total		Assistant Head Camp	22.28
Sandwich/Salad Man	22.41	Attendant	
Vacation & Holiday Pay 12%		Vacation & Holiday Pay 12%	
Total		Total	
Pantry/Coffee/Tea Man	22.09	Fund Contributions	
Vacation & Holiday Pay 12%			
Total			<u>May 1, 2004</u>
Commissary	22.30	Health Benefits	\$1.97
Vacation & Holiday Pay 12%		Pension Plan	\$1.35
Total		Contract Administration Fund	\$0.13
General Help	22.03	Joint Industrial Catering	
Vacation & Holiday Pay 12%		Advancement Fund	\$0.11
Total		Culinary Workers Joint Liason	
		Committee	\$0.02
		BCYT Council Fund	\$0.10
		JAPlan Fund	\$0.01
		Rehabilitation Fund	\$0.02