

Culinary Agreement

THIS AGREEMENT made and entered into this 1st day of May, 2016

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C. (CLR)

***(On its own behalf, and on behalf of its member Employers who have authorized the Association to execute this Agreement and those members added from time to time by notice given to the BCBCBTU.)**

*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR

(Hereinafter referred to as "Employer")

AND:

UNITE HERE, LOCAL 40

On behalf of its members

(Hereinafter referred to as "Union")

May 1, 2016 - April 30, 2019

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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, 2016 through April 30, 2019. 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 Sections 50 (2) and (3) of the Labour Code of British Columbia Act are 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 classifications 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.
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ARTICLE 4.00 – WAGES AND HOURLY COST ITEMS

- 4.01** The minimum hourly wage rates provided in Appendix "A" 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 in multiple classifications 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 them at their regular job, they 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 the employee 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 they shall be paid the higher rate for a minimum of four (4) hours. If they work more than four (4) hours at the higher wage classification, they shall be paid the higher rate for the entire shift. Thereafter they 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 their 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** employees will be paid every second week. The Employer will determine whether to pay employees by cheque or direct deposit. 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** The Employer will provide either a separate or detachable itemized statement or an electronic record 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.
- 4.09** Notwithstanding any/all contrary provisions contained within this Agreement, all payroll shall be processed in a manner consistent with CRA regulations.

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 their 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 their 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
- (iii) 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 (1½) the base hourly rate for their classification.
- Saturday will be paid at the rate of time and one-half (1½) the base hourly rate for the employee's classification.
- Sunday will be paid at the rate of double-time the base hourly rate for the employee's classification.
- 5.07** An employee whose work schedule requires them 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 them 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 them 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, they 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, they 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. Where work is scheduled for ten (10) hours, there shall be two (2) fifteen (15) minute rest breaks inclusive of compressed work weeks.
- 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:

250 km to 500 km	\$175.00
501 km to 750 km	\$275.00

751 km to 1,000 km	\$375.00
over 1,000 km	\$475.00

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.

- 5.17** It is understood and agreed that an employee, at their 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 their last time out on a long weekend as described in 14.03 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 (1½), and double-time thereafter. The first eight (8) hours on Saturday may be worked at time and one-half (1½), and double-time thereafter. Double-time rates shall apply on Sundays and statutory holidays.

ARTICLE 7.00 – INITIAL AND TERMINAL TRAVEL

7.01 Travel Allowance

Employees required to travel to and from out-of-town jobs shall receive the following travel allowance from the point of dispatch or residence whichever is closer to the job:

Fifty-four cents (\$0.54) (effective January 1, 2018 fifty-five cents (\$0.55)) per kilometre by the most direct route inclusive of ferry expense (driver and vehicle – ferry standard 20 feet) from the point of dispatch or residence, whichever is closer to the job. The amount per kilometre will be adjusted based on the annual published amount as established by the Canada Revenue Agency for reasonable daily vehicle mileage expenditures.

Mutual agreement of the Employer and employees is required for the use of air transportation. Should air transportation be used, the Employer shall pay air transportation costs inclusive of ground transportation at the terminus.

- 7.02** (i) If an employee is laid off due to lack of work, becomes seriously ill, suffers a time-loss injury or leaves the job for authentic compassionate grounds involving immediate family (Mother, Father, Spouse, Child, Brother, Sister), travel allowance as provided in 7.01 will be provided.
- (ii) If an employee voluntarily terminates employment or is discharged for cause without having been on the job a minimum of fifteen (15) calendar days, the cost of initial and terminal travel to the job will be deducted from the employee's pay cheque.
- (iii) If an employee terminates employment or is discharged for cause after having been on the job for forty-five (45) calendar days, return travel allowance or transportation will be provided by the Employer.

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 they are 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 their 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 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.
- 9.06** 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.
- 9.07** A second or a higher classification cook will be on duty for the preparation and service of the breakfast meal.
- 9.08** 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.
- 9.09** Casual meals would be counted in camp occupancy as three (3) casual meals equals one (1) boarder.
- 9.10** **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.

9.11 Camp Attendants Work Loads:**1. Servicing a 44 Person Unit**

44 occupied rooms
22 bathrooms
laundry room
dry room
1 walk down
tool box
towels (in and out)
2 credits if required to enter a 3rd bunkhouse to complete the daily workload requirements
2 credits for the 2nd and subsequent walk downs
2 credits for each checkout over 5 to a maximum of 12 checkouts

2. Servicing 42 Person Unit

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

3. Servicing 40 Person Unit

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

4. Servicing 20 Person Unit

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

5. Servicing 30 Person Unit

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

6. Rooming Evaluation

5 occupied rooms per hour with proportionate attendant facilities.

9.12 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 their home unit, they shall be required to service forty (40) rooms without attendant facilities in a maximum of:

- (i) Servicing a twenty (20) person unit - to a maximum of six (6) units
- (ii) Servicing a thirty (30) person unit - to a maximum of six (6) units
- (iii) Servicing a forty-two (42) person unit - to a maximum of six (6) units
- (iv) Servicing a forty (40) person 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.

9.13 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.

9.14 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.

9.15 All lunch packs shall be prepared by a member of this Union.

9.16 (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.

9.17 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.

9.18 A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee shall be permitted to use a cell phone or smart phone for personal purposes during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

9.19 The Parties agree that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

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 workers from the Union, it being understood and agreed that such workers

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 workers acceptable to the Employer, then the Employer may engage workers from any source and the Union agrees to assist the Employer by all means in its power to secure the necessary qualified and competent workers.

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 they 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 9.16 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 tradesperson when available.

10.05 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.

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 their 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 their 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 their 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 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 their classification, except on job completion (no other employee remains employed within their 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 the employee 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 their 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 to be paid on each pay cheque.
- 14.02** 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.
- 14.03** **The recognized statutory holidays are:**
- | | |
|----------------------------|------------------------------|
| New Year's Day | B.C. Day |
| Family Day | Friday prior to Labour Day * |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Friday prior to B.C. Day * | Boxing Day |
- *On commercial/Institutional projects, the Friday prior to Labour Day shall be floated, and scheduled to be taken immediately following Boxing Day or the day being observed in lieu thereof.
- 14.04** When a statutory holiday falls on a Saturday and/or Sunday, the following work day(s) will be observed: Monday and/or Tuesday.
- 14.05** 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.
- 14.06** 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.
- 14.07** The Employer agrees to pay the cost of transportation, subject to the terms and conditions of Article 7.00 – Initial and Terminal Travel, 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.

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, the amount reflected in Appendix "A" for each hour worked.

ARTICLE 16.00 – PENSION PLAN

- 16.01** The Employer shall contribute the amount reflected in Appendix "A" for each hour worked 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** The Employer shall contribute the amount reflected in Appendix "A" 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 Employer and the Union agree that, effective upon ratification and continuing each year thereafter, the Employer shall remit the amount reflected in Appendix "A" for each hour worked for the establishment and maintenance of an Industrial Catering Advancement Fund. This fund shall be administered by an eight (8) person Board of Trustees to be appointed equally by the Construction Labour Relations Association of BC 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 Construction Labour Relations Association of BC 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** The Employer shall contribute the amount reflected in Appendix "A" for each hour worked by all employees covered by this Agreement to the Culinary Workers Joint Liaison Committee.

ARTICLE 20.00 – BCYT COUNCIL FUND

- 20.01** The Employer shall deduct the amount reflected in Appendix "A" from each employee for each hours worked and remit it to the Secretary of UNITE HERE Local 40.

ARTICLE 21.00 – JURISDICTIONAL ASSIGNMENT PLAN FUND

- 21.01** The Employer shall contribute the amount reflected in Appendix "A" for each hour worked by all employees covered by this agreement which 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 contribute the amount reflected in Appendix "A" 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 – CONSTRUCTION INDUSTRY OF BC SUBSTANCE ABUSE TESTING AND TREATMENT PROGRAM (D&A POLICY)

- 23.01** The D&A Policy, as agreed to between the BCBCBTU and CLR, shall be binding upon the Parties and the Parties shall be bound by the decisions of the Policy Administration Committee (PAC) of the D&A Policy. The Employer shall contribute the amount reflected in Appendix "A" for each hour worked by employees covered by this Agreement to the D&A Policy.

ARTICLE 24.00 – REMITTANCE

- 24.01** 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.
- 24.02** The Employer agrees to forward all monies payable 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.
- 24.03** 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.

24.04 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.

24.05 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 25.00 – TRADE QUALIFICATIONS

25.01 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 26.00 – HEALTH AND SAFETY

26.01 Accident Prevention regulations made pursuant to the WorkSafeBC 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 they fail to comply, after being duly warned of any violation of WorkSafeBC regulations or Employer Safety Rules.

26.02 The Employer may, in conformity with recognized safety standards, use any type design, number or variety of machines or electrical appliances.

26.03 The Union shall ensure, as far as possible, that its members are familiar with all standard safety regulations and practices.

26.04 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 27.00 – PUBLIC RELATIONS

27.01 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 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 workers or workers 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 their former position with all rights and conditions as though no termination took place.
- 28.06** If the Parties are unable to resolve a dispute within ten working days of a formal grievance being filed, then the dispute shall be referred to a three person arbitration panel. One panel representative shall be appointed by the Employer, and one panel representative shall be appointed by the Union, and the Panel Chair shall be one of the following two pre-selected Arbitrators: Mr. Stan Lanyon, and Mr. Vince Ready. All appointments shall be made within five working days of the dispute being referred to the panel, and the Parties shall use whichever pre-selected arbitrator is available first. Such process shall apply on all unresolved disputes.

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 WorkSafeBC, the employee shall be reinstated to their 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

See Appendix "A" for a breakdown for the wage classifications.

This Agreement includes the following:

- Addendum One -- Definition and Interpretation
- Addendum Two -- Application
- Addendum Three -- Enabling Clause
- Addendum Four -- Hours of Work

SIGNED THIS ____ DAY OF June, 2018

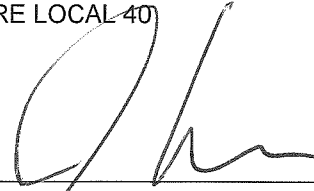
SIGNED THIS ____ DAY OF June, 2018

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

UNITE HERE LOCAL 40



ADDENDUM ONE

Definition and Interpretation

Wherein a Head Camp Attendant is employed, they 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

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 THREE

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. No joint industry funds as negotiated between the BCBCBTU and CLR or individual dues to umbrella organizations, will be reduced or eliminated through enabling, without the prior written consent of the BCBCBTU and CLR.

ADDENDUM FOUR

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.

Statutory Holidays

All statutory holidays which occur during a compressed work week shall be observed on the actual day of the statutory holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week, or a Saturday, or Sunday, etc.). When a statutory holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the statutory holiday. All statutory holidays which occur on the second or third day of a compressed work week schedule may be rescheduled by prior mutual agreement of the Employer and the Union.

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 June, 2018

SIGNED THIS ____ DAY OF June, 2018

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

UNITE HERE LOCAL 40

APPENDIX "A" – WAGE SYNOPSIS

Breakdown of Monetary Package	May 1, 2016				May 1, 2017			
	Minimum Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions *	Total Monetary Package	Minimum Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions *	Total Monetary Package
Chef	\$37.79	\$4.53	\$6.66	\$48.98	\$38.28	\$4.59	\$6.78	\$49.65
1st Cook	\$33.45	\$4.01	\$6.66	\$44.12	\$33.88	\$4.07	\$6.78	\$44.73
2nd Cook	\$30.59	\$3.67	\$6.66	\$40.92	\$30.99	\$3.72	\$6.78	\$41.49
3rd Cook	\$28.84	\$3.46	\$6.66	\$38.96	\$29.21	\$3.51	\$6.78	\$39.50
Baker	\$33.45	\$4.01	\$6.66	\$44.12	\$33.88	\$4.07	\$6.78	\$44.73
Baker's Helper	\$25.56	\$3.07	\$6.66	\$35.29	\$25.89	\$3.11	\$6.78	\$35.78
Salad/Sandwich Person	\$25.96	\$3.12	\$6.66	\$35.74	\$26.30	\$3.16	\$6.78	\$36.24
Head General Help	\$25.84	\$3.10	\$6.66	\$35.60	\$26.18	\$3.14	\$6.78	\$36.10
General Help	\$25.54	\$3.06	\$6.66	\$35.26	\$25.87	\$3.10	\$6.78	\$35.75
Mess Hall Attendant	\$25.54	\$3.06	\$6.66	\$35.26	\$25.87	\$3.10	\$6.78	\$35.75
Dishwasher/Pots	\$25.54	\$3.06	\$6.66	\$35.26	\$25.87	\$3.10	\$6.78	\$35.75
Head Camp Attendant	\$25.84	\$3.10	\$6.66	\$35.60	\$26.18	\$3.14	\$6.78	\$36.10
Camp Attendant	\$25.13	\$3.02	\$6.66	\$34.81	\$25.46	\$3.06	\$6.78	\$35.30
Janitor/Utility	\$25.54	\$3.06	\$6.66	\$35.26	\$25.87	\$3.10	\$6.78	\$35.75
CA/Retail	\$25.84	\$3.10	\$6.66	\$35.60	\$26.18	\$3.14	\$6.78	\$36.10

Employer Contributions	May 1, 2016		May 1, 2017	
Health Plan Benefits	W	\$2.54		\$2.64
Pension Plan	W	\$3.85		\$3.85
Contract Administration Fund	W	\$0.11		\$0.13
Joint Industrial Catering Advancement Fund	W	\$0.11		\$0.11
Culinary Workers Joint Liason Committee	W	\$0.02		\$0.02
JAPlan	W	\$0.01		\$0.01
BCBCBTU	W	n/a		n/a
D&A Policy	W	n/a		n/a
Rehab Fund	W	\$0.02		\$0.02
* Total Employer Contributions - Straight Time Hours		\$6.66		\$6.78
* Total Employer Contributions - 1.5X Overtime Hours		\$6.66		\$6.78
* Total Employer Contributions - 2X Overtime Hours		\$6.66		\$6.78

Employee Deductions	
Chef	
1st Cook	
2nd Cook	
3rd Cook	
Baker	
Baker's Helper	
Salad/Sandwich Person	
Head General Help	
General Help	
Mess Hall Attendant	
Dishwasher/Pots	
Head Camp Attendant	
Camp Attendant	
Janitor/Utility	
CA/Retail	
Monthly Dues	

May 1, 2016		
Monthly Dues	BCYT	
	W	
\$91.58	\$0.10	
\$82.90	\$0.10	
\$77.18	\$0.10	
\$73.68	\$0.10	
\$82.90	\$0.10	
\$67.12	\$0.10	
\$67.92	\$0.10	
\$67.68	\$0.10	
\$67.08	\$0.10	
\$67.08	\$0.10	
\$67.08	\$0.10	
\$67.68	\$0.10	
\$66.26	\$0.10	
\$67.08	\$0.10	
\$67.68	\$0.10	

May 1, 2017		
Monthly Dues	BCYT	
	W	
\$92.56	\$0.10	
\$83.76	\$0.10	
\$77.98	\$0.10	
\$74.42	\$0.10	
\$83.76	\$0.10	
\$67.78	\$0.10	
\$68.60	\$0.10	
\$68.36	\$0.10	
\$67.74	\$0.10	
\$67.74	\$0.10	
\$67.74	\$0.10	
\$68.36	\$0.10	
\$66.92	\$0.10	
\$67.74	\$0.10	
\$68.36	\$0.10	

Vary by classification - see above

Vary by classification - see above

Employer Contributions and Employee Deductions marked "W" paid/deducted based on hours Worked

APPENDIX "A" – WAGE SYNOPSIS (cont'd)

Breakdown of Monetary Package	November 26, 2017				May 1, 2018			
	Minimum Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions *	Total Monetary Package	Minimum Straight Time Hourly Wage Rate	Vacation & Holiday Pay (12%)	Total Employer Contributions *	Total Monetary Package
Chef	\$38.28	\$4.59	\$6.83	\$49.70	\$38.72	\$4.65	\$6.98	\$50.35
1st Cook	\$33.88	\$4.07	\$6.83	\$44.78	\$34.27	\$4.11	\$6.98	\$45.36
2nd Cook	\$30.99	\$3.72	\$6.83	\$41.54	\$31.35	\$3.76	\$6.98	\$42.09
3rd Cook	\$29.21	\$3.51	\$6.83	\$39.55	\$29.55	\$3.55	\$6.98	\$40.08
Baker	\$33.88	\$4.07	\$6.83	\$44.78	\$34.27	\$4.11	\$6.98	\$45.36
Baker's Helper	\$25.89	\$3.11	\$6.83	\$35.83	\$26.19	\$3.14	\$6.98	\$36.31
Salad/Sandwich Person	\$26.30	\$3.16	\$6.83	\$36.29	\$26.60	\$3.19	\$6.98	\$36.77
Head General Help	\$26.18	\$3.14	\$6.83	\$36.15	\$26.48	\$3.18	\$6.98	\$36.64
General Help	\$25.87	\$3.10	\$6.83	\$35.80	\$26.17	\$3.14	\$6.98	\$36.29
Mess Hall Attendant	\$25.87	\$3.10	\$6.83	\$35.80	\$26.17	\$3.14	\$6.98	\$36.29
Dishwasher/Pots	\$25.87	\$3.10	\$6.83	\$35.80	\$26.17	\$3.14	\$6.98	\$36.29
Head Camp Attendant	\$26.18	\$3.14	\$6.83	\$36.15	\$26.48	\$3.18	\$6.98	\$36.64
Camp Attendant	\$25.46	\$3.06	\$6.83	\$35.35	\$25.75	\$3.09	\$6.98	\$35.82
Janitor/Utility	\$25.87	\$3.10	\$6.83	\$35.80	\$26.17	\$3.14	\$6.98	\$36.29
CA/Retail	\$26.18	\$3.14	\$6.83	\$36.15	\$26.48	\$3.18	\$6.98	\$36.64

Employer Contributions	November 26, 2017		May 1, 2018	
Health Plan Benefits	W	\$2.64		\$2.80
Pension Plan	W	\$3.85		\$3.85
Contract Administration Fund	W	\$0.13		\$0.13
Joint Industrial Catering Advancement Fund	W	\$0.10		\$0.10
Culinary Workers Joint Liason Committee	W	\$0.02		\$0.02
JAPlan	W	\$0.01		n/a ¹
BCBCBTU	W	\$0.05		\$0.05
D&A Policy	W	\$0.01		\$0.01
Rehab Fund	W	\$0.02		\$0.02
* Total Employer Contributions - Straight Time Hours		\$6.83		\$6.98
* Total Employer Contributions - 1.5X Overtime Hours		\$6.83		\$6.98
* Total Employer Contributions - 2X Overtime Hours		\$6.83		\$6.98

1. JAPlan Contributions have been temporarily suspended from May 1, 2018 until April 30, 2019.

Employee Deductions	November 26, 2017		May 1, 2018	
	Monthly Dues	BCYT	Monthly Dues	BCYT
		W		W
Chef	\$92.56	\$0.10	\$93.44	\$0.10
1st Cook	\$83.76	\$0.10	\$84.54	\$0.10
2nd Cook	\$77.98	\$0.10	\$78.70	\$0.10
3rd Cook	\$74.42	\$0.10	\$75.10	\$0.10
Baker	\$83.76	\$0.10	\$84.54	\$0.10
Baker's Helper	\$67.78	\$0.10	\$68.38	\$0.10
Salad/Sandwich Person	\$68.60	\$0.10	\$69.20	\$0.10
Head General Help	\$68.36	\$0.10	\$68.96	\$0.10
General Help	\$67.74	\$0.10	\$68.34	\$0.10
Mess Hall Attendant	\$67.74	\$0.10	\$68.34	\$0.10
Dishwasher/Pots	\$67.74	\$0.10	\$68.34	\$0.10
Head Camp Attendant	\$68.36	\$0.10	\$68.96	\$0.10
Camp Attendant	\$66.92	\$0.10	\$67.50	\$0.10
Janitor/Utility	\$67.74	\$0.10	\$68.34	\$0.10
CA/Retail	\$68.36	\$0.10	\$68.96	\$0.10
Monthly Dues	Vary by classification - see above		Vary by classification - see above	

Employer Contributions and Employee Deductions marked "W" paid/deducted based on hours Worked

LIST OF SIGNATORY EMPLOYERS *

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members who have authorized the Association to sign this Agreement on their behalf.

Effective the date of signing of this Agreement, the following employers have authorized CLR to bargain a renewal Culinary Agreement with UNITE HERE, Local 40 and to sign such Agreement on their behalf.

1. ESS Support Services

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers.