

# COLLECTIVE AGREEMENT

BETWEEN:



AND:



February 1, 2021 – January 31, 2024

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## **ARTICLE 1 - INTRODUCTION**

### **1.01 PURPOSE**

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

### **1.02 GENDER REFERENCES**

All articles and clauses referred to in the Agreement apply equally to both female and male employees. When the feminine pronoun is used herein it shall mean and include the masculine pronoun where the context applies.

### **1.03 BARGAINING UNIT WORK**

No person outside of the bargaining unit shall perform the work of any bargaining unit employee, except in cases of emergency (ie. replacement of an employee when bargaining unit coverage is not immediately available), or for job training purposes and not to the extent that performing such work will reduce the hours of work, displace or prevent the hiring of bargaining unit employees. The Union agrees the Employer will continue its present practice of Supervisors and Managers supporting the operations of the hotel as has been the custom.

### **1.04 CONTRACTED SERVICES**

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

The Employer shall not contract in or out any bargaining unit work beyond what is presently contracted in or out. Work that is contracted out will be an agenda item – at least annually - at the Management and the Union meetings. The Company will allow the Union to propose alternates to contracting out.

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

### **2.01 DURATION**

- (a) The Agreement shall be effective February 1, 2021 up to and including January 31, 2024.

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

- (b) During the period when negotiations are being conducted between the parties for the renewal of the Agreement, the present Agreement shall continue in full force and effect until:
  - i. the Union commences a legal strike; or
  - ii. the Employer commences a legal lockout; or
  - iii. the parties enter into a new or further Agreement.

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

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

## **2.03 STRIKES AND LOCKOUTS**

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

## **2.04 EXTENT**

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto.

In the event that any term, condition or provision, or part thereof, which is incorporated into the Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof, is void and of no effect.

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

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

## **ARTICLE 3 - UNION RECOGNITION**

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

- a) The Employer recognizes the Union as the sole and exclusive Bargaining Agent for its Employees, as defined in the paragraph (b) below.
- b) Except as specifically provided otherwise, the term "employee" or "employees" as used in the Agreement shall be understood to mean the employees of the



Employer at the Coast Coal Harbour Hotel by APA, 1180 West Hasting Street Vancouver, BC.

- c) The Employer agrees there shall be no discrimination exercised or practised with respect to any employee by reason of their membership in the Union or participation in its activities.
- d) The Employer and the Union agree that no Employee shall be asked to work under any condition that is not consistent with the terms and condition of the collective agreement and at no time shall any Employee covered by the agreement be subject to an agreement without the written agreement of the Union.

### **3.02 UNION ACCESS**

- a) A properly authorized representative of the Union, shall be allowed access to the Employer's premises for the purpose of dealing with matters arising out of the Agreement. The Union will provide the Employer with a minimum of 24 hours' notice. Permission shall not be unreasonably denied by the Employer.
- b) The Employer is entitled to require an individual to substantiate that she is an authorized representative of the Union.
- c) Access to the authorized representative of the Union must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

### **3.03 LEAVE TO ATTEND NEGOTIATIONS**

The Employer agrees to grant a leave of absence for up to five (5) employees, as members of the Union Negotiating Committee, to attend collective bargaining meetings between the Union and the Employer. Under no circumstances will more than two employees on the Union Negotiating Committee be from the same classification or department. Such leave of absence shall be granted with pay under the following circumstances:

- a) Only when meeting with the Employer.
- b) To a maximum of twelve (12) days' pay in total for the whole committee.

### **3.04 UNION HOUSE CARD**

The Employer agrees to post a union house card in the in the employee staff room.

### **3.05 COLLECTIVE AGREEMENT**

The Employer agrees to provide an electronic copy of the signed collective agreement to all employees upon ratification to their personal email address, as well as to new employees upon hire.

### **3.06 BULLETIN BOARD**

The Employer agrees to provide a bulletin board for exclusive use by the Union. This bulletin board will be used by the Union for the purpose of posting official Union notices

concerning internal and administrative matters of the Union which may be of interest to members of the bargaining unit. This board shall not be smaller than 2x3 feet.

All notices on the Union bulletin board will only be posted upon the authority of the Executive Committee of the Union and will be on Unifor Local 3000 letterhead.

### **3.07 RECOGNITION OF LEGAL PICKET LINES**

No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this Article, a "legal picket line" shall mean only those picket lines expressly permitted under Section 65 of the *Labour Relations Code of British Columbia*. Any employee failing to report to work as a result of this provision shall be considered to be absent without pay.

## **ARTICLE 4 - UNION SECURITY**

### **4.01 MEMBERSHIP**

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

### **4.02 NEW EMPLOYEES**

- a) The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in the collective agreement, and refer such employees to the Union for purposes of obtaining a Union card.
- b) All new employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.
- c) The Employer will provide the Unit Chairperson bi-weekly with the name, address, hire date, telephone number and classification of all newly hired employees.
- d) A Shop Steward from the applicable shift or area will be given an opportunity to privately meet with new employees for up to fifteen (15) minutes, with no loss of pay to the Steward or the employee for the purpose of acquainting the new employee(s) with union membership.

The meeting should occur within the first thirty (30) days of employment at a mutually agreeable time and will not unduly impact the operations of the Employer.

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

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

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

- a) The Employer agrees to deduct initiation fees, union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- c) All monies deducted from employees' earnings pursuant to the article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of new employees hired, on or before the 15th day of the following month in which the monies were deducted.
- d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted.
- e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- f) Upon resignation or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it as per Article 4.04(c).
- g) In the event that the Union alleges any violation by the Employer of the article, notice of such alleged violation shall be given to the Employer in writing.  
  
If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to the grievance procedure.
- h) The Employer agrees to show on each employee's T4 Slip the amount of Union dues deducted.

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

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

- a) Has revoked their membership in the Union;
- b) Has not signed a written assignment of wages to pay initiation fees;
- c) Has revoked their written assignment of wages to pay initiation fees, union dues or union assessments;
- d) Is suspended from the Union;
- e) Has been expelled from the Union;

- f) Has resigned from the Union;

The Employer shall immediately discontinue the employment of such employee.

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

## **ARTICLE 5 - UNION STEWARDS**

### **5.01 SHOP STEWARDS**

- a) The Union shall appoint or elect from among the employees, and the Employer shall recognize Shop Stewards and a Unit Chair. The duties of the Shop Steward and Unit Chair shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.

It is understood that when dealing with the Employer each grievance shall ordinarily be handled by one (1) Shop Steward regardless of the number of shop stewards in the workplace.

- b) The Employer agrees to recognize a duly appointed or elected Shop Steward and Unit Chair provided that the Union has first advised the Employer in writing of the name of the employee(s) so appointed.

The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.

- c) The Shop Steward's, as well as the Unit Chair's, first obligation is the fulfillment of their responsibility as an employee.

During their working hours, the Shop Steward and Unit Chair are not entitled to engage in Union activities other than is necessary in order to receive, investigate and resolve grievances.

- d) The Union Steward and the Unit Chair must not leave their assigned work area on Union business, without prior permission from the Employer. Such permission will not be unreasonably withheld.

- e) The necessary time which is spent by Stewards and the Unit Chair during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.

- f) Under no circumstances shall a Steward or the Unit Chair take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.

- g) The Shop Steward and the Unit Chair shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.

### **5.02 MANAGEMENT AND UNION MEETINGS**

- a) The Unit Chair or their designate will endeavor to meet with the employer as needed, but at a minimum of every month, to review problems that may arise

concerning the application and operation of the Collective Agreement and any day-to-day issues. The purpose of these meetings is to promote the cooperative resolutions of workplace issues, to respond and adapt to changes in the economy, to deal with grievances, to foster the development of work related skills and to promote workplace productivity to review problems concerning grievances, the application and operation of the collective agreement.

These meetings will be held during the normal working hours of the Unit Chair or designate.

It is agreed that the Union staff representative may attend these meetings.

- b) The required Stewards will attend such meetings with pay. Meetings will be scheduled at an agreed to time between the parties.
- c) Minutes shall be kept as a record of the matters discussed during these meetings.
- d) Where the Unit Chair and the Employer agrees there are no problems it will not be necessary to convene these meetings.
- e) In order for a meeting to be called and held, the party requesting the meeting must prepare an agenda and share it with the parties a minimum of three (3) business days in advance. If no agenda is provided the meeting will be cancelled.

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

In order to improve communications between the parties, and in order to have a vehicle for the Company and Union to review day-to-day issues, the parties agree to establish a Labour-Management Communications Committee.

The features of the Committee will be as follows:

- a) The Employer and the Union will each have two (2) representatives on the Committee;
- b) Meetings will take place quarterly or more often by mutual agreement.

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

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

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **6.01 MANAGEMENT RIGHTS**

The Union recognizes and acknowledges that the management and operation of the Hotel and the promotion of the working forces are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;

- b) Hire, promote, demote, classify, transfer employees and to discipline or discharge regular employees who have successfully completed their probationary period for just cause;
- c) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of the collective agreement;
- d) Determine the nature and kind of business conducted by the Employer, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees including the scheduling of shifts and overtime, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of the agreement.

**6.02** The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of the agreement. The parties agree that the agreement represents the full agreement between the parties.

#### **ARTICLE 7 - DATA TO BE SUPPLIED TO THE UNION**

##### **7.01 EMPLOYEE DATA**

The Employer will supply to Unifor, Local No. 3000 office, at the end of each month, the following information:

- 1) Employees who are in the bargaining unit regardless of whether or not they paid dues in the month.
- 2) Employees number and their hourly rate and classification
- 3) Employees transferred into or out of the Bargaining Unit
- 4) The number of hours worked in a month.
- 5) Employee's status (i.e. at work, on vacation, WCB, any other leave of absence) and the date of occurrence.
- 6) Layoffs and recalls.
- 7) Employees who have lost seniority.
- 8) Names, addresses, email addresses, phone numbers and postal codes of all active employees.
- 9) Employees who have been discharged or who have quit.

Monies paid to Unifor, Local No. 3000 will be transferred via EFT.

## **ARTICLE 8 – TRAINING**

### **8.01 EMPLOYEE TRAINING PROGRAMS**

- a) It is agreed that in any instance where the Employer, having decided to install new electronic equipment, wishes to institute a training program for existing employees in connection with the operation of such new equipment, or where the Employer, having already installed such equipment, wishes to institute a training program for subsequently employed employees who have no experience in the operation of such equipment, and where the Employer proposes to conduct such training program for no longer than sixty (60) calendar days, and to pay any such trainee ten percent (10%) less than the established wage rate of the appropriate classification, the Employer must first receive permission from the Union for such training program to be conducted on such terms. Such permission will not be unreasonably withheld.
- b) It is agreed that in any instance where the Employer wishes to institute a training program for its employees for any other purpose than that covered by paragraph (a) of the Article 8.01, and where the Employer proposes to pay any such employee less than the established wage rate for the appropriate classification, the Employer must first receive permission from the Union. Such permission will not be unreasonably withheld.
- c) For the purposes of the Article 8.01, "the established wage rate" means the full Job Rate which is listed in Appendix A to the Agreement, and the reduction of ten percent (10%) may not be applied to the entry rates listed in the said Appendix A.
- d) Nothing contained in the Article 8.01 or elsewhere in the Agreement, shall be construed as preventing the Employer from instituting training programs without the need for Union permission in instances where the Employer (i) provides such training programs for bargaining unit employees, (ii) pays such employees the established wage rates for the appropriate classifications, and (iii) conforms with all other terms and conditions of the Agreement.
- e) It is agreed that in the course of training pursuant to the Article 8.01, no trainee shall displace or replace a currently employed bargaining unit employee, cause any loss of hours for such employee, or interfere with the rehiring of any laid off employee who has recall rights under the Agreement.
- f) Employees shall be allowed reasonable opportunities to learn the work of specifications during their time off on a voluntary basis for a maximum of twelve (12) shifts and must be mutually agreed between the Employer and the employee. The employee must apply for the training in writing, and a copy will be included in the employee's file. In the event that two (2) employees wish such training at the same time, the training will be offered first to the most senior employee. The

foregoing does not preclude the Employer from establishing paid training for posted positions if it is deemed necessary.

## **8.02 PRIVATE AND GOVERNMENT SUBSIDIZED TRAINING PROGRAMS**

- a) In the event the Employer wishes to participate in any training program for the benefit of persons who will not be directly employed by the Employer, and who will not receive remuneration of any kind from the Employer, and where such program is subsidized by the Government of Canada, by the Government of British Columbia, or by some other private or public body, and whether such program is delivered directly by one of such bodies or indirectly by some other agency, the Employer shall provide the Union with advance notice of its intention.
- b) In any case where the Employer participates in any training program as contemplated by paragraph (a), the Employer agrees that it will not:
  - (i) provide any remuneration to any trainee in the absence of the Union's consent;
  - (ii) continue any such program in the event of a legal strike or lockout.
- c) It is agreed that in the course of this training, no trainee shall displace or replace a currently employed bargaining unit employee, cause any loss of hours for any such employee, or interfere with the rehiring of any laid off employee(s) who have recall rights under the agreement. Maximum number of trainees per calendar year not to exceed three (3).

## **ARTICLE 9 - HOURS OF WORK**

### **9.01 NORMAL STRAIGHT TIME HOURS OF WORK AND OVERTIME**

- a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
  - (i) Not more than eight (8) hours in any one (1) day;
  - (ii) Not more than five (5) working days in any seven (7) day period; and
  - (iii) Not more than forty (40) hours in any working schedule.
- b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at time and one half the hourly rate for the first four (4) hours worked and double time for all hours worked in excess of twelve (12) hours in a day.

Unscheduled overtime will first be offered to those employees on shift. In the event, that no employee volunteers, the most junior employee(s) will be required to perform the overtime.
- c) The Employer agrees that every employee shall be guaranteed eight (8) hours of rest free from work. If an employee is called in and the employee voluntarily



complies with said request then time and one half shall be paid for the call-in period.

#### **9.02 SPLIT SHIFTS**

- a) Where split shifts are assigned by the Employer, they must conform with the following guidelines:
  - (i) No shift of less than six (6) hours may be split;
  - (ii) No shift may be split more than once;
  - (iii) No part of a split shift shall be less than two (2) hours; and
  - (iv) All split shifts must be worked within a twelve (12) hour period.

#### **9.03 SHIFT HOURS**

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

- a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.

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

While the Employer is entitled to schedule shifts of various lengths as provided for in the Agreement, the Employer is obligated to first build and maintain shifts of four, five, six, seven, or eight hours as the only recognized shifts. Wherever possible, all eight-hour shifts will be scheduled before seven-hour shifts are scheduled, with a similar progression downward to four hour shifts.

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

Within classifications, the Employer must offer and assign the longest shifts to employees with the most seniority.

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

The Employer will assign the longest shifts to the employees with the most seniority before implementing shifts of lesser hours.

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

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

- a) Clarification on Scheduling:
  - 1) The employer shall determine the staff complement to work at any given time and in any given department.
  - 2) Subject to the foregoing, shift preferences including preferences for days off shall be determined by seniority. (Note: The maximization of the work week takes precedence over accommodations needed to select days off, in the development of work schedules.)
- b) Shift Exchanges/Dropping Shifts

Employees may arrange for another employee to work their shift subject to the following conditions with prior authorization of management;

- 1) The employee covering the shift must be qualified and capable of performing the work.
- 2) Once signed, the employee who accepts the shift shall assume full responsibility for the shift they have agreed to work.
- 3) All work time credits will apply to the employee who actually works.
- 4) There shall be no increased cost to the Employer should employees exchange shifts.
- 5) An employee's ability to exchange shifts is not intended to allow employees to be absent from the work place for extended periods of time.

#### **9.06 DAYS OFF**

Where possible, all employees shall receive two (2) consecutive days off within a seven (7) day period, except in the case of an employee who has provided the Employer with a written request to waive the two (2) consecutive days off within a seven (7) day period.

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

Notwithstanding the provisions of Article 9.01, the Parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement.

Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on the sixth (6<sup>th</sup>) consecutive day, provided that the additional hours do not result in the employee working more than forty (40) hours in the six (6) days at straight time.

Such an employee may decline the additional hours without affecting their rights under the Agreement. All sixth shifts shall be offered in order of seniority in the classification where the work is available.

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

If an employee is required to work through their normal meal period, such work shall be paid at straight time. Supervisors must pre-approve employees working through their meal periods.

#### **9.09 UNPAID MEAL BREAKS**

Unless otherwise agreed, all employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break between the third (3<sup>rd</sup>) and sixth (6<sup>th</sup>) hour of work, unless mutually agreed between the Employer and the employee.

Such meal breaks shall be one-half hour (1/2) on the employee's own time and shall not be interrupted once the lunch period has begun. Meal and rest periods may be assigned as operational requirements dictate.

### **9.10 REST PERIODS**

- a) All employees are entitled to paid rest periods in accordance with the following schedule:
  - i. Shifts between four (4) and six (6) hours – one (1) fifteen (15) minute rest period.
  - ii. Shifts between seven (7) and eight (8) hours – two (2) fifteen (15) minute rest periods.
- b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.
- c) Rest period to commence when the employee leaves their work area and completes when the employee returns to their work area.
- d) Any rest period not taken shall be paid at their regular rate over and above their hours worked. Supervisors must pre-approve employees working through their breaks.

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

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

### **9.12 WORK SCHEDULES**

- a) A work schedule shall be posted in a conspicuous place for the information of all scheduled employees. The Unit Chair shall have electronic access to the weekly schedules. The work schedule which shall be posted on Thursday at 5:00 PM contain the following information for each scheduled employee:
  - employee's first name and last initial
  - classification
  - days off
  - starting and finishing times
- b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.

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

- a) In situations other than emergencies, the scheduled employees are entitled to twenty-four (24) hours' notice of any change in their respective work schedules.

- b) Employees who become aware that they are not going to be able to report for work as scheduled are obligated to provide management with as much notice as reasonably possible, at a minimum of two (2) hours. Scheduling to cover for such unforeseen absences will be at management discretion.
- c) Employees whose schedules are changed without the advance notice specified cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- d) In situations where an employee has not been provided with notice of a change in their work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:
  - i. Two (2) hours pay unless the employee is unfit to perform their duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board; or
  - ii. Once an employee reports for work in accordance with the employee's schedule, the employee will be provided with work and/or pay for a minimum of four (4) hours.

If the employee voluntarily agrees to leave work before the end of their shift at the Employer's request then the employee will only be paid for the actual time worked that day.

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

#### **ARTICLE 10 – SENIORITY**

##### **10.01 SENIORITY ENTITLEMENT DEFINED**

- a) Seniority Defined:

For the purpose of the Agreement, "seniority" shall be defined as an employee's total length of continuous service at the hotel from their last date of hire.

In addition, employees will maintain "classification seniority". Classification seniority shall be defined as an employee's total length of continuous service in their current classification identified in terms of the date when the employee began working in the classification.

b) Departmental Seniority:

For the purpose of the Agreement “departmental seniority” shall be defined as an employee’s total length of continuous service identified as of date of hire within their department in the Employer’s operation.

For purposes of the Agreement, the term “department” shall be understood to mean those departments identified within the Agreement.

c) Seniority in More Than One Classification within a Department:

Employees within a department may work in other classifications within their department once all of the employees in that classification have maximized their hours for that day or schedule.

d) Service and Vacation Entitlement:

Annual vacation entitlement will be determined by the employee’s total years of service in the hotel, from the latest date of hire, and the employee shall be granted holidays according to the established practice as outlined in Article 14 in this agreement.

## 10.02 PROBATION

All new employees shall be on probation for the first one hundred and twenty (120) calendar days of employment from the date of hire. Probationary employees may be dismissed by the Employer for any reason and there will be no access to the grievance procedure in the regard, other than those covered under the *BC Human Rights Code*.

In instances where an employee is on a bona fide Leave of Absence, Workers Compensation, or temporary layoff during the probation period, probation shall be suspended until the employee returns to work. The Employer agrees to notify the Union in these circumstances.

## 10.03 SENIORITY LISTS

a) The Employer agrees to post departmental seniority lists on or before the first day of February and the first day of August in each year. The Seniority List shall contain the following information:

- i. The employee’s first name and last initial
- ii. The employee’s classification
- iii. The employee’s department seniority
- iv. The employee’s hotel seniority

b) The Seniority List shall be posted by the Employer for thirty (30) days. Any objection to the accuracy of a posted Seniority List must be lodged with the Employer during the thirty (30) days in which the list is posted.

Thereafter, the posted list will be deemed to be valid and correct for all purposes of the Agreement.

- c) New employees will be added to the list as they obtain seniority and the list is updated.

#### **10.04 SENIORITY STATUS**

Full Time employees will have seniority status only amongst Full Time employees, and Part Time employees will have seniority status amongst Part Time employees.

In all instances Full Time employees will be scheduled for hours of work prior to Part Time employees.

Full Time employees are those employees who normally work more than twenty (20) hours per week, Part Time employees are those employees who regularly work twenty (20) hours per week or less.

Casual employees are those employees who work on an on-call basis. Casual employees who are unavailable for two (2) scheduled shifts in a row will lose their employment status. Casual employees must be available for a minimum of one (1) scheduled shift per week.

#### **10.05 SENIORITY LOST**

Seniority will be lost when an employee:

- i. Receives severance pay in accordance with the Agreement;
- ii. Voluntarily terminates their employment;
- iii. Is discharged for just and reasonable cause;
- iv. Is recalled to work and does not report to work as per the recall procedure; or
- v. Is on layoff in excess of six (6) consecutive months for employees with less than one year of seniority; or layoff for twelve (12) consecutive months with more than one year of seniority.
- vi. Is absent without notice for three (3) consecutively scheduled working days
- vii. Does not return to work on the date specified following an approved leave of absence other than medical;
- viii. Is promoted outside the bargaining unit for more than sixty (60) days worked or ninety (90) calendar days;
  - a. Should the employee be unable to satisfy the requirements of the work performance criteria in the period, or should they decide during the period that they do not want to continue in the job, then the employee may be returned to their former bargaining unit position.
  - b. In such cases, any employee who changes job positions in consequence of the promotion shall move back into their job positions and wage rates, which they occupied prior to the promotion.

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

### **11.01 SENIORITY ENTITLEMENT DEFINED**

a) Use of Seniority:

Department Seniority is used to determine the order of layoff and recall within a classification within a particular department. Classification seniority is used for preference for scheduled shifts within a classification with a particular department.

b) Extra Work:

The Parties agree that from time to time extra work, in addition to regular staffing levels, on a short term basis, will become available. The Employer agrees to offer the extra work to employees from other departments who have indicated in writing their willingness to pick up extra work in the department in question.

Work will be offered to employees on the list in order of seniority; provided the employee possesses the necessary skill and ability to perform the work required and provided no overtime premiums are required. Once an employee has accepted and has been scheduled for extra work they will be required to perform the extra work in the classification where they have been scheduled.

It is agreed that the provision will be used in addition to and not in lieu of Article 10.01 (c) and that an employee's seniority standing is not affected by the performance of extra work.

Pay for such work shall be at the applicable classification wage rate established in Appendix "A".

c) No hiring From the Outside Until:

The Employer agrees not to hire from the outside until the provisions of Article 10.01 (c), Article 11.01 (b) Article 23 are exhausted.

### **11.02 TRANSFERS**

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

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

### **11.03 VACATION TIME AS SUBSTITUTE**

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

#### **11.04 LAYOFF AND RECALL PROCEDURE**

a) **Layoff by Seniority**

When layoff occurs within a classification, the employee with the least seniority within the particular classification shall be the first laid off.

b) **Order of Layoff**

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

- Probationary employees,
- Casual employees,
- Part time employees,
- Full time employees.

c) **Correct Contact Information**

An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number, email address, and home address for purposes of recall. Failure on the part of the employee to provide the information shall result in the employee forfeiting their recall rights.

d) **Recall Notification**

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

e) **Right to Bump**

Employees only bump within their own department and must have the skill and ability required to bump out a junior employee in another classification within the department. There shall be no bumping up.

f) **Notice of Layoff**

Where layoffs of full-time employees are being contemplated, other than seasonal layoffs, the Employer will provide at least fourteen (14) calendar days written notice of a layoff, to an affected employee, or one (1) week's pay in lieu of notice.

#### **11:05 SEVERANCE ALLOWANCE**

Each employee, upon permanent layoff (Article 10.05 (v)), shall receive severance allowance based on one week of average earnings for each year of completed service to a maximum of ten (10) weeks.

In determining the average earnings, the Employer shall calculate an average week's pay by adding total wages earned by the employee, excluding overtime and sick pay, of the eight (8) week period immediately before the initial layoff occurred and divided by eight (8).



Employees receiving severance allowance shall be removed from the seniority list. In the event employees return to the service of the Company, they shall do so on the basis of being "new" employees and shall therefore establish a new seniority date.

## **ARTICLE 12 – WAGE RATES AND PAY PERIODS**

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

a) Wage Rates

The wage rates provided and set out in Appendix "A" shall cover the job description and classifications of labour within the jurisdiction of the Union and shall remain in effect throughout the specified or extended term of the Agreement.

b) Paydays

Effective ratification, the Employer agrees to institute an electronic transfer of the employee's payroll cheque to the financial institution of the employee's choice semi-monthly. Each employee will provide their banking information in order to affect direct deposit of pay cheques.

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

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

c) The Employer shall endeavor to ensure that employees receive correct pay on scheduled pay days. Failure of the Employer to provide correct pay will result in a fifteen (\$15.00) dollar fee paid to the employee on the next pay period.

### **12.02 NEW CLASSIFICATIONS**

When the Employer establishes a new position within the bargaining unit, or substantially alters an existing position, the wage shall be established by the Employer and written notice shall be given to the Union.

The Union shall have thirty (30) days in which to object to the wage rate. If an objection is filed, the Employer and the Union shall meet to discuss the wage rate and endeavour to settle it.

If there is no agreement, the matter may be referred to the grievance procedure in accordance with Article 21.

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

When an employee is laid off or their services are terminated, the Employer shall pay all wages owing to them within five (5) business days, exclusive of Saturdays, Sundays or holidays.

#### **12.04 ELECTION DAYS**

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

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

- a) Any employee temporarily assigned for a scheduled shift by the Employer, which is classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided the employee works more than two (2) hours in the higher classification.
- b) Any employee temporarily assigned work by the Employer that is classified at a lower rate of pay shall receive their regular rate of pay while occupying said classification.
- c) Any employee who voluntarily signs up for job duties outside of their classification in order to maximize their work week will be paid at the classification rate of the position that they are filling, regardless of it is lower than their primary classification rate of pay.

### **ARTICLE 13 - STATUTORY AND GENERAL HOLIDAYS**

#### **13.01 STATUTORY HOLIDAYS**

The following shall be considered statutory holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

#### **13.02 STATUTORY HOLIDAY FALLING ON DAY OFF**

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

#### **13.03 PAYMENT FOR STATUTORY HOLIDAY**

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

- b) In determining the statutory holiday pay to be provided to an eligible employee for the purposes of paragraph (a) above, the Employer shall calculate the total wages earned in the thirty (30) days before the statutory holiday and divide by the number of days worked during the thirty (30) days before the statutory holidays including vacation pay and statutory holiday pay.
- c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half (1 ½) times their normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above.

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

- a) To be eligible to receive pay for a statutory holiday, an employee must:
  - i. Be employed by the Employer for thirty (30) days; and
  - ii. Work their last regularly scheduled shift immediately prior to the holiday and their first regularly scheduled shift following the holiday.
  - iii. Worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the statutory holiday.
- b) The eligibility requirements in paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident.

The Employer is entitled to require a doctor's certificate as proof of such sickness or accident, and any abuse of the provision by an employee may be cause for discipline.

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

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

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

**13.06 DECLARATION OF NEW STATUTORY HOLIDAY**

In the event that either the Federal or Provincial Government enact another statutory holiday, one of the existing non-statutory holidays described in the agreement will be replaced by the new statutory holiday.

**ARTICLE 14 - ANNUAL VACATION**

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

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

**14.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS**

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

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years to 17 years	4 weeks	8%
over 17 years	5 weeks	10%

- b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment since most recent date of hire.
- c) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.
- d) "Gross earnings" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

**14.03 VACATION SCHEDULING PREFERENCE BY SENIORITY**

- a) Employees shall have preference in respect to annual vacations, within their department and classification, according to the seniority list, provided they file applications before February 28<sup>th</sup> of each year for vacations to be taken during that year.

- b) Where vacation requests are submitted in January and February for time off after February 28<sup>th</sup> the Employer shall respond in writing prior to March 15<sup>th</sup> as to whether or not the requests have been approved.
- c) Where vacation requests are submitted for time off in January and/or February or where they are submitted after February 28<sup>th</sup>, they will be granted on a first come, first served basis and the Employer shall respond in writing within fourteen (14) calendar days as to whether or not the request has been approved.
- d) Once a vacation request has been approved it will not be altered except upon mutual agreement.
- e) The vacation scheduled shall be posted for all employees of the department to see.
- f) The Employer agrees that a maximum of one (1) employee per classification be allowed to take vacation at any one time from June 1 up to and including September 10<sup>th</sup>. For banquet classifications a maximum of two (2) employees will be allowed to take vacation at any one time excluding the period of November 1<sup>st</sup> up to and including December 31<sup>st</sup>.

The Employer agrees that the number of employees allowed away at any one time per department will be a maximum of two (2).

#### **14.04 VACATIONS TO BE TAKEN BY DECEMBER 31<sup>ST</sup>**

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

### **ARTICLE 15 – EMPLOYEE BENEFITS**

#### **15.01 BENEFITS AND PENSION**

Benefits and RRSP contribution to be outlined in Schedule B.

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

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

- a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office for the duration of their appointment or elected office. No more than one (1) employee may be appointed or elected to a union office at any point in time.
- b) A request for such an approval leave must be given to the Employer, in writing, by the Union at least four (4) weeks in advance of the beginning of the leave. The request must be on Union letterhead, and must be signed by the Secretary of the Union or designate.

- c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.

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

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than two (2) Employees, not more than one (1) per department, to attend Union business. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to two (2) employees at any one time, not more than one (1) per department, to attend bona fide shop steward education programs. Written notice shall be given at least fourteen (14) days prior to the commencement of such leaves.
- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence from any one (1) department.

#### **16.03 COURT ATTENDANCE**

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

#### **16.04 JURY AND WITNESS DUTY**

Employees who serve on a jury or as a witness for the Crown shall be granted leave of absence for the purpose, provided that the employee remits court compensation to the Employer. Employees shall continue to receive their full wages for such period of time not to exceed ten (10) days. To be eligible for the clause the employee must have attained seniority with the Employer.

#### **16.05 BEREAVEMENT LEAVE**

- a) A non-probationary employee will be granted up to three (3) days off with pay in the event of the death of a member of their immediate family. A non-probationary employee will be granted up to one (1) days off with pay in the event of the death of a member of their extended family.
- b) For purposes of the Article, "spouse/partner" shall be defined to include common-law spouse/partner, same-sex spouse/partner.
- c) "Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse/partner, grandparent, grandchild, step-parent, step-child.

- d) "Extended family" shall be understood to include the current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, and children of a partner as long as they live with the employee.

#### **16.06 COMPASSIONATE LEAVE**

In the case of serious illness in the immediate family and where there is no other caregiver available, the Employer shall grant reasonable leave of absence without pay where possible.

#### **16.07 GENERAL LIMITATION ON LEAVES OF ABSENCE**

- a) All leaves of absence provided for in the Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- b) Leaves of absence other than those specifically provided for in the Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Leaves will not be granted for periods of more than four (4) weeks.

#### **16.08 SICK LEAVE**

Effective February 1, 2018 all post-probationary employees are entitled to one (1) paid sick day per year. This day must be used within the year and cannot be carried forward or be paid out in lieu.

### **ARTICLE 17 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS**

#### **17.01 MEAL ENTITLEMENT**

A meal shall be supplied by the Employer with no deduction from the employees who are scheduled to work. Current meal hours shall be maintained. The Employer agrees that the staff menu shall change at least once per week. As required by the Canada Revenue Agency, all employees will be charged a taxable benefit as required.

#### **17.02 EMPLOYEE ATTENDANCE AT STAFF MEETINGS**

- a) Where an employee is required by the Employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- b) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.
- c) Where an employee is required by the Employer to attend a staff meeting during their regular days off, the employee shall be compensated at one and a half (1½ x) their regular hourly rate for the time spent in such meeting.

### **17.03 PERSONAL EFFECT**

The Employer agrees to furnish lockers for employees to store their personal effects while at work. Enough lockers shall be available to all employees at work at any one time. Employee lockers are property of the employer and are subject to search and review as may be required. No employee locker will be opened without the presence of either a union steward or another bargaining unit member to witness. Employee lockers will be cleaned on an ongoing basis.

### **17.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS**

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

### **17.05 GRATUITIES**

Gratuities, other than Banquet gratuities, as outlined in Letter of Understanding #1 of this Agreement, will be listed in Letter of Understanding #3 attached to this agreement.

- I. Room service will have a fifteen (15%) percent auto gratuity.
- II. The Employer will have no authority over gratuities and will publish at each pay period a distribution list of any gratuities, collected from guests. Bargaining unit employees who receive banquet and/or tour gratuities shall receive an explanatory calculation of gratuities received by them.

### **17.06 ECO-TRANSIT BENEFIT**

The Employer will provide employees with a transit subsidy for their use on the following basis:

- a) This taxable benefit will only be eligible to employees who are currently eligible for participation in the benefit plan and employees must complete one (1) year of service.
- b) The eligible employee must apply to receive the transit subsidy and transit passes for a minimum period of six (6) months at a time. Eligible employees may sign up for this subsidy two (2) times annually:
  - By March 7<sup>th</sup> for April 1<sup>st</sup> commencement
  - By September 7<sup>th</sup> for an October 1<sup>st</sup> commencement
- c) The subsidy paid by the Employer will be fifteen (15%) percent of the cost of a 1, 2, or 3 zone transit pass. In the administration of this subsection the Employer will deduct eighty-five (85%) percent of the cost of a 1, 2, or 3 zone transit pass through payroll deduction. The Employer will purchase and issue monthly transit passes to participating colleagues.



- d) This provision will come to an end should a government program (or similar program) that offers an equal or greater transit subsidy to employees become in effect.

#### **17.07 DOMESTIC VIOLENCE**

Regarding an employee who passed their probation period, the Employer(s) agree to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees to consider that an employee who is in an abusive or violent situation may not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee can take up to five (5) days of paid leave and five (5) more days of unpaid leave per calendar year if they are impacted by domestic or sexual violence. If necessary, an employee can take up to fifteen (15) more weeks of unpaid leave. This leave also applies to parents of a child or dependent impacted by this kind of violence.

#### **17.08 TOOLS AND KITCHEN EQUIPMENT**

When an employee who has passed their probation period with written authority supplies their own tools or kitchen equipment, such tools or kitchen equipment broken or damaged during the course of employment will be reimbursed, with receipts, up to a maximum of two hundred and fifty (\$250.00) dollars per calendar year.

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

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

It is mutually agreed that the Employer will post copies of the Employee Handbook and People and Culture Guide for the conduct of employees and file a copy with the Union before enforcing same. Filing with the Union Office is accomplished by delivery of a copy of the policies through email. Changes to these policies and procedures will be forwarded to all employees and at the same time, a copy will be forwarded to the union office. Employees will sign for changes to these policies and signed copies of the acknowledgement form will be placed in the employees' personnel file.

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

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

### **18.03 UNIFORMS**

The current uniform practice as employed by the hotel will continue. Changes to these policies will be posted as required. The Employer will provide properly fitted uniforms for all genders.

### **18.04 CONTROL OF ABSENTEESIM**

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

- a) (i) The Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absences from work.
- (ii) Unless otherwise reasonably required, medical certificates need only state whether the employee is fit or unfit, the nature of the limitations (e.g. no heavy lifting, no stair climbing, etc.) and the expected duration of the condition.

The Employer shall pay the cost for the production of all medical notes or certificates.

- (iii) In instances where the Employer can demonstrate that a pattern of absenteeism exists, or where an employee calls in ill or injured when a request for that time has already been denied, the affected employee may also be required to provide a medical certificate.

Where a pattern of absenteeism can be demonstrated, the Union shall be notified in writing of the pattern of absenteeism and of the Employer's requirement for the employee to provide a doctor's note.

- b) Every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on their behalf, two (2) hours prior to the employee's normal reporting time, or as soon after that time as is possible in circumstances.
- c) In relation to any provision in this Collective Agreement where an Employer is entitled to require medical evidence of an employee's ability to return to work or to continue to work, the Employer may, ask for a second opinion and require that the employee be examined by and present a medical certificate from a physician selected by the Employer.
- d) In the event that an Employer requires an employee to obtain medical documentation and/or to submit to an examination, any resulting charge by the

doctor which is not paid by the employee's medical insurance plan will be paid by the Employer.

## **ARTICLE 19 - HEALTH & SAFETY**

### **19.01 HEALTH AND SAFETY LEGISLATION**

- a) The Employer agrees to institute and maintain reasonable precautions to provide every employee a safe and healthy workplace.
- b) The Employer shall comply with all applicable provincial and municipal health and safety legislation and regulations.

### **19.02 CONFIDENTIALITY OF HEALTH INFORMATION**

The Employer shall not reveal any health information concerning a present or former employee to a third party, unless required by law, without the written, informed consent of the employee for each occasion upon which the health information is required.

### **19.03 ILLNESS/INJURY AT WORK**

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

### **19.04 SAFETY SHOES**

The Employer will on a calendar year basis will reimburse to a maximum of one hundred and forty (\$140.00) dollars for one pair of the required safety footwear, where required.

## **ARTICLE 20 – PERSONNEL FILES**

### **20.01 PERSONNEL FILES**

Employees shall have access to review their own personnel file during the hours that the People & Culture Manager is normally in the Hotel from Monday through Friday, upon providing two (2) business days (not including Saturday, Sunday or statutory holidays ) written notice. In addition, the Unit Chairperson or their designate, upon providing written consent from the employee to the People & Culture Manager, will also be given access to such files.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

### **21.01 DEFINITION AND RECOGNITION OF A GRIEVANCE**

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

- a) Individual grievance: shall mean a grievance involving an employee and particular to that employee.

- b) **Group grievance:** shall mean a grievance involving a group of employees and a common to all employees in that group, which shall be processed as a single grievance. These types of grievances shall be filed at Step 2.
- c) **Policy grievance:** shall mean a grievance initiated by the Union which has general application to the bargaining unit as a whole, or to clearly definable group within the bargaining unit. These types of grievances shall be filed at Step 2.

## **21.02 GRIEVANCE PROCEDURE**

- a) **Informal Step:**

AS an informal step, the employee is to meet and make an earnest effort to resolve the grievance directly with their department leader.

- b) **Step One:**

At this step, notice in writing of the grievance must be filed with the department manager, and the People & Culture Manager within fourteen (14) days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.

Any meeting between the Parties at this step must involve the employee, their Shop Steward and the department manager or another person designated by the Employer.

The Employer's representative must answer the grievance in writing within seven (7) days.

- c) **Step Two:**

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

The step must be taken by notice in writing within seven (7) days of the date on which the written answer was delivered in Step One. The Parties shall meet to discuss the grievance within ten (10) days of the date the written notice was submitted pursuant to the step. The Employer's representative must answer the grievance in writing within seven (7) days of the meeting.

d) Arbitration:

In the event that a resolution of the grievance, satisfactory to the Union and Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to a Single Arbitrator as outlined below. The step must be taken by notice in writing within seven (7) days of the date of the completion of Step Two.

e) External Resource:

Prior to proceeding as outlined in (d) above, either party may choose to utilize Section 87 of the *Labour Relations Code of B.C.* Notification of the use of Section 87 must be received within the time limits set out in paragraph (d).

**21.03 SINGLE ARBITRATOR**

The Parties shall have fourteen (14) days to agree on a single arbitrator. Failing such agreement, either party may request the Director of the Arbitration Bureau to appoint such arbitrator.

**21.04 UNION OR EMPLOYER GRIEVANCE**

The Union and the Employer shall each have the right to process grievances which may arise regarding the interpretation, application, operation or alleged violation of the Agreement. Such a grievance shall commence at Step Two within the time limit set out in Step One.

**21.05 DISMISSAL GRIEVANCE**

In the case of a dispute arising from an employee's dismissal, the grievance shall commence at Step Two within fourteen (14) days from the date of the dismissal.

**21.06 ARBITRATION HEARING**

- a) As soon as an Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within thirty (30) days and further encouraged to render a decision within fourteen (14) days.
- b) In order to expedite the arbitration process, the Parties agree that they will discuss their understanding of the issue or issues to be placed before the Arbitrator, and will attempt to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and any statement of agreed facts will be prepared in written form and placed before the Arbitrator by agreement of the Parties
- c) Each party to the arbitration will bear one-half the expense associated with the appointment of the Arbitrator.
- d) The decision of the Arbitrator shall be binding on both Parties and any employee affected by it.

### **21.07 AUTHORITY OF THE ARBITRATOR**

- a) The Parties recognize that the authority of the Arbitrator is set out in Section 89 of the Labour Relations Code of B.C.
- b) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of the Agreement.

### **21.08 TIME LIMITS**

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

### **21.09 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES**

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

## **ARTICLE 22 – DEFINITIONS**

### **22.01 TIME SPAN REFERENCES**

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

## **ARTICLE 23 – JOB POSTINGS**

### **23.01 JOB POSTING PROCEDURES**

All vacancies as deemed required by the Hotel General Manager or immediate designate will be posted on the employee lounge bulletin board for a period of seven (7) calendar days. The Employer need not consider any applicant to a posting who has, within the prior six (6) month period successfully applied for a vacancy (other than a temporary vacancy).

### **23.02 JOB POSTING CONTENTS**

The posted notice shall identify the following information:

- 1) Department
- 2) Classification
- 3) Rate of Pay
- 4) Shift - all
- 5) General Description of Duties/and requirements/experience and training

### **23.03 SENIORITY APPLICATIONS**

Seniority employees wishing to apply for a posted job will forward their resume to the People & Culture Manager.

### **23.04 MULTIPLE APPLICATIONS**

If an employee applies for more than one job posting at the same time provided they are entitled to apply pursuant to Article 23.01 they must identify their order of preference. Postings by the employee to other vacancies will be cancelled by their successful applicant status.

### **23.05 EVALUATION PERIOD**

An employee who is declared a successful applicant shall receive a thirty (30) shifts or ninety (90) calendar days, whichever comes first, training/evaluation period to determine their ability to perform the work required.

In case the employee is not retained in the job by the Employer, or the employee voluntary elects to give up their rights to the job, providing it is within training period as herein provided, the employee will be returned to their former job, and any other employee affected thereby will be returned to their job on a similar basis and thereafter the original job will be filled in accordance with the section of the agreement.

In instances where an employee is on any leave during the evaluation period, evaluation shall be suspended until the employee returns to work.

### **23.06 SUCCESSFUL APPLICANT**

A notice identifying the successful applicant for the vacancy will be posted within five (5) working days of the completion of the "notice of vacancy" period.

### **23.07 APPLICATION BY PROXY**

Only the People & Culture Department may enter a posting on behalf of another employee who is absent, provided the employee has given written permission to the People & Culture Department to submit a job posting application on their behalf. The employee must first indicate to the People & Culture Department which jobs or postings for which they wish to be considered.

### **23.08 MULTIPLE APPLICANTS**

Applicants shall be considered for the vacant position on the basis of their skill, ability, qualifications to perform the work and seniority. If two (2) or more applicants have the necessary skill, ability and qualifications to perform the work, then the most senior applicant shall be selected.

### **23.09 EXTERNAL APPLICANTS**

If nobody who has applied has the necessary skill, ability and qualifications to satisfactorily perform the requirements of the job, the Employer may select a candidate from outside the bargaining unit or offer the position within the unit.

### **23.10 SHORT-TERM VACANCY**

The article will not apply where the vacancy is not expected to exceed ninety (90) calendar days where the vacancy is caused by illness, injury, occupational accident, layoff, vacation or leaves of absence or the need to complete the posting process.

### **23.11 TEMPORARY VACANCY**

Temporary vacancies which exceed ninety (90) days shall be posted until the return of the incumbent employee or it is determined that the incumbent will not be returning to the position.

### **23.12 JOB ASSIGNMENTS WITHIN A CLASSIFICATION**

The Article does not apply to job assignments within a classification.

## **ARTICLE 24 – DISCIPLINE**

### **24.01 EMPLOYEE'S RIGHT TO REPRESENTATION**

No employee shall enter the offices of a Supervisor and/or Manager for disciplinary/investigation purposes or receive a letter of warning from same without the presence of a Steward of their choice (i.e. Unit Chair or Steward). If an employee is brought in without this representation, any resulting discipline shall be null and void.

If the Unit Chair or Shop Steward is not available for a planned meeting, or they themselves are the subject of the meeting, the Local Union Representative will be provided twenty-four (24) hours' notice of the disciplinary/investigation meeting date and time. The Local Union Representative will work with the Employer to allow the meeting to proceed as planned.

In the case of any meeting which has been called by the Employer for the purpose of issuing a written warning or other, more severe form of disciplinary action, the function of the Shop Steward, Unit Chairperson or other Union Official during that portion of the meeting which is devoted to the issuing of the disciplinary action, shall be expressly limited to the roles of witness and observer. No such representative of the Union may interfere in any way with the issuing of the disciplinary sanction during that portion of the meeting which is devoted to such purpose.

### **24.02 REMOVAL OF DISCIPLINE**

Any disciplinary actions, including suspensions that have been placed on the file of an employee will be removed from their file after the expiration of twelve (12) months from the date it was issued, provided there have not been any further disciplinary infractions during that period and provided that the warning is not material to any pending disciplinary action.

Notwithstanding the above, all disciplinary notations shall be removed no later than twenty-four (24) months after they are issued.

### **24.03 DISMISSAL PROCEDURE**

The following special procedure will apply when a dismissal is contemplated.



- a) The Unit Chairperson, Local Representative and the employee will be given at least twenty-four (24) hours' notice of the hearing and in addition will be given a complete outline of all charges and evidence known at least twenty-four (24) hours prior to the hearing.
- b) The Unit Chairperson or designate or Local Representative will be present at the investigatory hearing along with the employee.
- c) The Manager or Supervisor must render their decision within seven (7) days following the investigatory hearing (excluding Saturday, Sundays and Statutory Holidays).
- d) Either party may request an extension of the time limit(s) outlined above and such requests shall be in writing and shall not be unreasonably withheld.

#### **ARTICLE 25 – RIGHT TO ACCOMPANY INSPECTOR**

##### **25.01 RIGHT TO ACCOMPANY INSPECTOR**

A worker representative nominated by the Union from the Joint Occupational Health & Safety Committee, subject to availability, may accompany an inspector of the Workers' Compensation Board on an inspection tour. Any subsequent reports will be posted in conspicuous place in the workplace and provided to the joint committee.

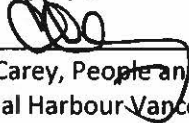
**SIGNING PAGE**

Agreed to the 1<sup>st</sup> day of March, 2021 in the City of Vancouver in the Province of British Columbia.

**For the Union**

  
Ellen-Marie Moreira  
Service Representative, Unifor Local 3000

**For the Employer**

  
Colleen Carey, People and Culture  
Coast Coal Harbour Vancouver Hotel

\_\_\_\_\_  
Chris Jacob, Committee Member

\_\_\_\_\_  
Kevin Woolliams  
On Behalf of HIR

  
Gurbinder Bhala, Committee Member

  
Luiz Fontanezzi, Committee Member

\_\_\_\_\_  
Richard Charron, Committee Member

\_\_\_\_\_  
Mario Santos, Unifor National Representative

**APPENDIX "A"****WAGE AND CLASSIFICATIONS**

			Sunday Following Ratification	1-Aug-22	01-Feb-23	1-Aug-23
DEPARTMENT	POSITION TITLE	Current		1%	1.25%	1.25%
<b>FRONT OFFICE</b>	Front Desk Agent	\$24.26	\$24.26	\$24.50	\$24.81	\$25.12
	Overnight Front Desk Agent	\$25.39	\$25.39	\$25.64	\$25.96	\$26.29
	Night Auditor	\$25.39	\$25.39	\$25.64	\$25.96	\$26.29
	Bellperson	\$16.96	\$18.00	\$18.18	\$18.41	\$18.64
	Overnight Bellperson	\$18.09	\$18.09	\$18.27	\$18.50	\$18.73
<b>HOUSEKEEPING</b>	Housekeeping Supervisor	\$22.60	\$22.60	\$22.83	\$23.11	\$23.40
	Room attendant	\$21.80	\$21.80	\$22.02	\$22.29	\$22.57
	Room Checker	\$21.80	\$21.80	\$22.02	\$22.29	\$22.57
	Houseperson	\$21.80	\$21.80	\$22.02	\$22.29	\$22.57
<b>BANQUETS</b>	Banquet Captain	\$19.08	\$19.08	\$19.27	\$19.51	\$19.76
	Banquet Team Lead	\$17.73	\$17.73	\$17.91	\$18.13	\$18.36
	Banquet Server / Bartender	\$16.60	\$16.60	\$16.77	\$16.98	\$17.19
<b>KITCHEN</b>	Chef de Partie	\$27.74	\$27.74	\$28.02	\$28.37	\$28.72
	First Cook	\$25.44	\$25.44	\$25.69	\$26.02	\$26.34
	Second Cook	\$21.20	\$21.20	\$21.41	\$21.68	\$21.95
	Third Cook	\$19.81	\$19.81	\$20.01	\$20.26	\$20.51
	Cook Apprentice	\$19.81	\$19.81	\$20.01	\$20.26	\$20.51
	Kitchen Steward	\$20.61	\$20.61	\$20.82	\$21.08	\$21.34
<b>RESTAURANT</b>	Lead Server	\$18.11	\$18.11	\$18.29	\$18.52	\$18.75
	Server	\$15.62	\$16.35	\$16.51	\$16.72	\$16.93
	Host	\$14.60	\$16.50	\$16.67	\$16.87	\$17.08
	Bartender	\$13.95	\$16.50	\$16.67	\$16.87	\$17.08
	Room Service/Back Server	\$15.62	\$16.35	\$16.51	\$16.72	\$16.93
<b>MAINTENANCE</b>	Maintenance I	\$24.26	\$24.26	\$24.50	\$24.81	\$25.12
	Maintenance II	\$21.80	\$21.80	\$22.02	\$22.29	\$22.57

**Note:**

- \* Current Lead Server dovetails into server classification and Lead Server classification will be used as a secondary classification only when operationally required.
- \* The Employer agrees that no employee shall be paid less than the Provincial or Federal minimum wage.
- \* New employees in the classifications listed above shall be paid ten (10%) percent less during their probation period.

## **APPENDIX "B"**

### **HEALTH AND WELFARE BENEFITS**

Those employees who normally work more than twenty (20) hours per week on a regular basis will be entitled to benefit coverage under the program upon completion of four (4) months of continuous employment. Benefit coverage will be as provided by Equitable Life, Policy #810146 or equivalent. Those employees who are eligible for benefit coverage will in addition receive MSP coverage.

The employer will continue the present practice of premium payment for extended health, dental, short-term disability, AD&D, and life insurance, with the exception of LTD premiums where employees pay 100% of the premium.

### **PENSION PLAN/RRSP**

#### **Pension Plan Enrolment**

The Company and all full-time employees shall contribute to the Unifor Union of Canada's Pension Trust Fund on a mandatory basis.

The effective date of the pension plan is the first day of the calendar month following one (1) year of hire for all full-time employees.

Regular employees who have completed one (1) year of service effective July 1, 2016 will be eligible to participate in the pension program. The employer responsibility for the program will be to make contributions on behalf of the employees as outlined. The plan administrator will be responsible for all aspects of administration of the pension program and the Employer will be held harmless in any aspect in the administration of the program.

Three (3) months prior to the scheduled retirement date, the Administrator will provide the opportunity for a full discussion on all matters relevant to retirement benefits.

Pension plan will become effective on July 1, 2016.

#### **Pension Plan Contributions**

(a) **Company Contributions**

For each full-time employee covered by the Pension Plan, the Company shall contribute the equivalent of August 1, 2018 two (2%) percent, August 1, 2019 three (3%) percent, August 1, 2020 four (4%) percent of their earnings as defined in the Collective Agreement.

(b) **Employee Contributions**

Every full-time employee covered by the Pension Plan shall contribute August 1, 2018 two (2%) percent, August 1, 2019 three (3%) percent, August 1, 2020 four (4%) percent of their earnings as defined in the Collective Agreement, to be deducted from the first pay cheque of each fiscal month.

- (c) The pension plan contributions are payable to the Trustees of the Pension Trust Fund by the fifteenth (15th) of the month following the work month completed. The payment will include the employee's contributions.
- (d) The contributions are to be forwarded to the Pension Trust Fund Administrator as designated by the Unifor Union of Canada.
- (e) The Pension Plan Administrator agrees to provide full disclosure to a representative of the Company on a regular basis (minimum one (1) year).

## **APPENDIX "C"**

### **HARASSMENT & BULLYING FREE WORKPLACE POLICY**

#### **COAST'S HARASSMENT & BULLYING FREE WORKPLACE POLICY**

As a responsible employer, Coast Hotels is committed to maintaining a work environment free from all forms of harassment and bullying.

The company will not tolerate, ignore, or condone workplace harassment or bullying and considers harassment and bullying to be serious offenses which may result in disciplinary action up to and including termination.

All employees are responsible for respecting the dignity and rights of their co-workers and the guests they serve. Department Heads play a significant role in ensuring that the policy objectives outlined below are achieved.

Given the serious nature of the matter, abuse of the policy on harassment and bullying by falsely accusing (directly or indirectly) other Coast employees of abuse, is a serious offense and will be subject to disciplinary action up to and including termination.

#### **PRINCIPLES**

- Freedom from harassment and bullying in the workplace is a fundamental right of all Coast employees.
- Harassment and bullying are issues which affect everyone.
- Fairness for all parties involved is essential. All information, evidence and circumstances will be carefully considered when deciding upon the proper course of action.
- The efficient handling of all complaints and other actions taken to resolve, prevent or address harassment and bullying is necessary to ensure that the rights of individuals are not prejudiced or jeopardized.

#### **DEFINING HARASSMENT AND BULLYING**

Harassment and bullying take on many forms but can be generally defined as behaviours such as conduct or comments which are inappropriate or otherwise offensive to an individual, or group of individuals, which may cause an individual to feel humiliated or intimidated, and may create an uncomfortable work environment.

Coast Hotels is in full compliance with the *Canada Labour Code*, the *Canadian Human Rights Commission*, the *BC, Alberta and Northwest Territories Human Rights Codes*, and the *Citizen and Multiculturalism Act*, in recognizing that it is illegal to discriminate, harass or bully a person because of:

Race, Nationality, Age, Political Belief or Association, Colour, Religion/Creed, Sex, Criminal Conviction, Ancestry, Marital Status, Sexual Orientation, Place of Origin, Family Status, Gender Identity, Ethnic Origin, Physical or Mental Disability.

All Coast employees have the right to freedom from sexual solicitation and reprisals for refusing or rejecting sexual advances. Harassment and bullying can be defined as single incidents, series of incidents, or exist systemically as part of the work environment.

## **TYPES AND EXAMPLES OF BULLYING AND HARASSMENT**

### **Examples of Direct and Intentional Bullying and Harassment**

Offensive behaviours, gestures, comments or conduct which are directed specifically at an individual are often quite obvious and consequently, readily detectable. Examples of the type of bullying and harassment may include:

- Written or verbal insults, abuses or threats;
- Racial or ethnic slurs including racially derogatory nicknames;
- Offensive remarks, jokes, innuendoes or taunting about a person's body, age, marital status, gender, ethnic/racial origin, religion, accent, or disabilities;
- Practical jokes which cause personal embarrassment, endanger an employee's safety or negatively affect work performance;
- Persistent leering (suggestive staring) or other obscene/offensive gestures;
- Unwanted and inappropriate physical contact such as touching, kissing, patting, pinching, or brushing up against a person;
- Unwelcome and explicit sexually oriented remarks, invitations, requests.
- Unsolicited inquiries and degrading comments or innuendoes about a person's sex life, or sexual preferences;
- Physical assault (including sexual assault);
- Misuse of authority towards another person (e.g. unfair delegation or assignment of work, excessive or unfair discipline);
- Behaviour that is intended to intimidate, offend, degrade, or humiliate a particular person or groups of people or any inappropriate conduct by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated

### **Examples of Indirect and Unintentional Bullying and Harassment**

Bullying and harassment may also include behaviour, comments or activities which are not directed specifically at an individual but which, nonetheless, create a degrading or offensive work environment. Examples of the type of bullying and harassment are much more subtle and may include:

- Displaying materials which are sexually explicit, degrading, racist, ethnic or religious in a degrading or derogatory manner;
- Displaying graffiti which is sexually explicit, degrading, racist, ethnic or religious in a degrading or derogatory manner



## **POLICY APPLICATION**

The Coast Hotels Bullying and Harassment Free Workplace policy applies to all Coast employees regardless of status, title, or property location, including Corporate Head Office.

## **LEADERSHIP AND EMPLOYEE RESPONSIBILITIES**

All Coast employees are held responsible to create and maintain a workplace which is free from bullying and harassment. They are responsible for ensuring that bullying and harassment are not allowed, condoned or ignored and may be considered party to the bullying and harassment if they knowingly fail to take corrective actions. They are responsible to report if they observe or experience bullying or harassment. They are also responsible for preventing the development, escalation or recurrence of bullying and harassment and to apply and comply with Coast's policies and procedures on bullying and harassment, including cooperating in any investigation.

## **CONFIDENTIALITY**

Coast Hotels will ensure that all complaints are investigated and handled in a fair and proper manner so that the identities of the person(s) and circumstances involved are kept confidential.

### **A. INTERNAL PROCESS**

There is a four (4) step process in the investigation of all alleged bullying and harassment complaints:

**Step 1: INFORMAL PROCESS: Requesting action and resolution directly from the harasser(s)**

**Step 2: INFORMAL PROCESS: Requesting assistance from others in the company**

**Step 3: FORMAL PROCESS: Filing a formal complaint**

**Step 4: FORMAL PROCESS: Filing a formal grievance (for unionized hotels)**

#### **STEP 1: REQUESTING RESOLUTION DIRECTLY FROM THE HARASSER(S)**

Coast employees who experience bullying and harassment must first attempt to make it known to the individual(s) responsible, that the behaviour is unwelcome and request that it stops. The harasser(s) may not realize that the behaviour is unwelcome. In many instances this will stop the undesired behaviour.

The Company recognizes that in some situations dealing directly with the harasser(s) may be difficult or inappropriate, or that the individual may have attempted to tell the harasser(s) to stop without success. In the case, the employee can escalate the concern to Step 2 as outlined below.

## **STEP 2: REQUESTING ASSISTANCE**

Coast employees who experience bullying and harassment and have unsuccessfully tried to deal with the harasser(s) directly, or who feel that a direct approach (i.e. Step 1) may not be appropriate, may choose to have the matter dealt with on an informal basis with the assistance of others prior to proceeding with a formal complaint.

The purpose of the step is to provide a means of obtaining information, voicing the concern and seeking an informal resolution of the issue through the assistance of others within the company.

If employees are unsure whether they have experienced bullying and harassment, or if they would like to proceed with the matter on an informal basis in the interest of seeking an informal resolution, they should report the incident immediately to one of the following individuals:

1. People & Culture Representative
2. Department Head
3. General Manager
4. Union Steward/Representative

Often, bullying and harassment is the result of misunderstanding and miscommunication; proceeding informally may identify the problem readily and produce a quick and simple solution without having to engage in a full investigation. When the above reporting avenues are not appropriate, employees may report to their provincial human rights commission.

Where attempts to achieve an informal resolution of the problem are unsuccessful, or inappropriate, a formal complaint may be filed. All formal complaints will result in an investigation conducted by one of the following:

1. People & Culture Representative
2. General Manager
3. Executive Director, People & Culture

## **STEP 3: FILING A FORMAL COMPLAINT**

All formal complaints will be investigated by the People & Culture Representative, General Manager or Executive Director, People & Culture, and the person will be referred to as the "Investigating Officer".

If a formal complaint is received by someone other than those listed above, it is their responsibility to ensure that the People & Culture Representative, General Manager or Executive Director, People & Culture is notified about the complaint as soon as possible.

Upon receipt of the formal complaint, the investigative process will begin with the complaint being documented in writing. The complaint must include a description of the incident, witnesses, and the steps already taken to resolve the matter.

### **Receipt and Documentation of the Complaint**

Upon receipt of the written complaint an interview will be scheduled with the employee to discuss and clarify the incident and identify steps taken to resolve the matter. The employee may be represented or assisted by a person of their choosing.

Where applicable, the general provisions of the grievance procedure will apply when the General Manager becomes involved.

All complaints will be dealt with as quickly as possible to avoid unwarranted anxiety, and misrepresentation.

### **Clarification and File Opening**

When a formal complaint is received in writing it shall be documented and a file opened by the Investigating Officer. To ensure that the complaint is documented accurately the Investigating Officer will contact the complainant for clarification or further information. All notes from the previous steps will be requested by the Investigating Officer and appended to the complaint file as background information.

### **Complaint Investigation**

The Investigating Officer will be responsible for investigating complaints, except in situations where it is necessary or appropriate to have the investigation carried out by an external third party. The general course of action during the investigation process involves three (3) stages:

#### **1. Fact finding**

A confidential interview will be conducted with relevant parties to obtain information and to clarify the details of the reported incident. Both parties will have an opportunity to identify witnesses or others to be interviewed. Where witnesses are not identified, or where otherwise appropriate, co-workers may be interviewed. All interviews will be conducted in a confidential manner and all efforts will be made by the Investigating Officer to deal with interviews in a manner which respects the nature of the work environment.

Notes will be taken after interviewing the complainant, respondent, and any relevant witnesses, including co-workers, if necessary. Participants may be asked to verify the notes.

#### **2. Preliminary findings**

When the information revealed early in the investigation suggests a reasonable possibility of resolution, the Investigating Officer may choose to propose a resolution at the stage.

When the situation arises, the Investigating Officer will convene separate meetings with the parties involved to discuss preliminary findings of the investigation and inform participants of the possibility and nature of the resolution and the reasons.

The stage allows for all parties to become aware and agree with the tentative findings and presents the opportunity, based on the information, to resolve the matter without further complications.

Where agreement is reached and the matter deemed resolved, the Investigating Officer will document the outcome in a summary report. The report can, with the written consent of the complainant, be made available to identified participants upon request.

### **3. Further Investigations**

Where, as a result of preliminary findings, a resolution cannot be reasonably proposed or achieved, a full, official, investigation will be conducted.

### **4. Notification and Discussion of Results**

The Investigating Officer will schedule subsequent meetings with the complainant; alleged harasser, Department Head and any other applicable person(s) including appropriate Union Representative if necessary, to further clarify, discuss and document the circumstances and information of the case as appropriate.

#### **Results of the Investigation/Mediation**

##### *Complaint Supported*

Where the results of the full formal investigation support a specific complaint of bullying and harassment, or where the results suggest the existence of a systemic problem(s) in the work environment, some or all of the following may be the recommended forms of remedial action:

- Education and training
- Review and modification of policies, procedure and practices
- Disciplinary action up to and including termination
- Continuous monitoring

Where deemed reasonable and appropriate, the Investigating Officer may propose and develop a more comprehensive strategy for the elimination and prevention of bullying and harassment to improve the overall workplace. Only where formal disciplinary actions have been implemented as a result of an investigation will a notation be made in the affected employees' file.

##### *Complaint Unsupported*

Where the results of the investigation do not support the allegations, such allegations of bullying and harassment will be discussed, and if necessary, investigated as to motive. Where, as a result of such an investigation, it is determined that the complaint was malicious, that is to say with a specific and direct intent to harm someone – or made in bad faith with reasonable knowledge of an intent to harm, formal and severe disciplinary actions may be taken against the complainant up to and including termination. Documentation regarding the disciplinary action will be placed in the employee's file.

a) Pursuing Other Remedies Post-Investigation

Employees have the right to pursue other remedies provided either in law or as per their respective collective agreement. Where an alternate means is chosen during the course of an internal investigation, the internal investigation may be set aside or terminated.

b) Monitoring

Unless the complaint has been found to be unsupported, once a resolution of the complaint has occurred, the Investigating Officer will ensure that a proper monitoring system is in place. Follow-up is a critical component of effective complaint resolution.

In most cases, follow-up should occur regularly over a minimum six (6) month period from the date of resolution. All follow-up interviews will be documented and placed in the investigation file.

**B. EXTERNAL PROCESS**

There are two (2) external options for dealing with a bullying and harassment complaint:

1. Filing a complaint directly with the Human Rights Commission
2. Seeking outside legal counsel.

**C. THIRD PARTY AND ANONYMOUS COMPLAINTS**

An investigation will be undertaken when a complaint is received from an employee who is directly and personally affected by the incident(s) being reported. Complaints may also be investigated when reported by an employee who is not being bullied and harassed directly but where there is a direct and personal impact or demonstrable knowledge as a result of bullying and harassment involving others.

Third parties such as Union Steward/Representatives or lawyers who are acting on behalf of an employee can file a formal complaint.

Anonymous complaints may not be taken seriously unless they are supported by substantial corroborating evidence. To ensure that the matter will be dealt with effectively and efficiently, and not prejudice an investigation, all complaints or concerns should be brought forward immediately.

**What To Do If You Are Accused Of Bullying And Harassment**

If you are asked by a co-worker to stop a behaviour which could be constituted as bullying and harassment, assess your behaviour seriously. Understand that even if you did not intend to offend, your behaviour has been perceived as offensive. Cease the behaviour that the other person finds offensive immediately and apologize. Failure to cease the

behaviour will leave you more vulnerable to a formal complaint which could lead to disciplinary action if the complaint is substantiated.

If you believe the complaint is unfounded or made in bad faith, discuss the matter with your People & Culture Representative, General Manager, or Executive Director, People & Culture. You are entitled to know the allegations against you and to have an opportunity to respond. You are also entitled to representation or accompaniment by a Union Representative or lawyer.

If you are named as the harasser in a complaint, the investigative procedure for such complaints may be extensive, difficult and cause a great degree of stress. Efforts will be made to minimize your anxiety and provide you with a fair hearing and the benefit of reasonable doubt.

### **PEOPLE & CULTURE AND SUPPORT SERVICES**

The People & Culture Representative, General Manager and Executive Director, People & Culture form an integral part in the overall complaint and resolution process. Not only can they offer an alternate method of dealing with bullying and harassment through mediation and resolution of a complaint, but they can also provide advice and support for all Coast employees.

Please refer to the Occupational Health & Safety Policy for related information.

**LETTER OF UNDERSTANDING #1**

*Between:*

Coast Coal Harbour Vancouver Hotel by APA

*And:*

Unifor

Local 3000

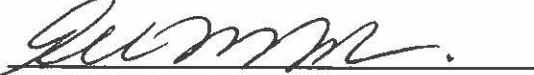
**RE: BANQUET GRATUITIES**

1. Gratuities shall be defined as any pre-negotiated amount set at the sole discretion of the Employer, and paid by a client of the Banquets Department at the client's sole discretion, for services rendered in connection with the food/beverage components of a function.
2. Incumbents in the following classifications are eligible to receive a portion of the pool of gratuities belonging to the bargaining unit:  
  
Banquet Captain  
Banquet Server/Bartender  
Banquet Team Lead
3. The total amount of gratuities shall be apportioned to bargaining unit employees, on the basis of one hundred (100%) percent of all gratuities.
4. The bargaining unit shall be distributed equally among the eligible bargaining unit employees, including any probationary employees.
5. If a client refuses to pay a pre-negotiated gratuity, in whole or in part, the appropriate proportion, as set forth in paragraph 3, will be deducted from the Share pool.
6. The calculation of all gratuity portions shall be carried out by the Employer, and a gratuity allocation sheet will be maintained for each payroll period, showing the name of each eligible employee, the total hours worked by each employee during the pay period, the total number of points earned during the pay period, and the value of one point applicable to the pay period.
7. The accumulated total dollar amount of all the gratuity portions earned by an employee during any pay period, shall be indicated on their next semi-monthly pay cheque.
8. In the event an eligible bargaining unit employee claims that an error has been made by the Employer in calculating the amount of their gratuity for any pay period, she may file a grievance within fourteen (14) calendar days after the date on which she received their pay cheque for the said pay period.

9. In the event the Union claims that an error has been made by the Employer in distributing the bargaining unit portion, or that the portion of the gratuities paid, Representatives may file a policy grievance pursuant to the provisions of Article 21 of the parties' collective agreement.
10. Administration fees or other charges clearly identified as distinct from the gratuity are not for distribution to employees covered under the Collective Agreement.
11. For tour groups, when baggage handling is contracted, a mandatory baggage-handling gratuity will be negotiated with tour organizers. Union members shall receive one hundred (100%) percent of these fees.

Agreed to the 1<sup>st</sup> day of March, 2021 in the City of Vancouver in the Province of British Columbia.

**For the Union**



Ellen-Marie Moreira  
Service Representative, Unifor Local 3000

\_\_\_\_\_  
Chris Jacob, Committee Member

\_\_\_\_\_  
Gurbinder Bhala, Committee Member



\_\_\_\_\_  
Luiz Fontanezzi, Committee Member

\_\_\_\_\_  
Richard Charron, Committee Member

\_\_\_\_\_  
Mario Santos, Unifor National Representative

**For the Employer**



Colleen Carey, People and Culture  
Coast Coal Harbour Vancouver Hotel

\_\_\_\_\_  
Kevin Woolliams  
On Behalf of HIR



**LETTER OF UNDERSTANDING #2**

*Between:*

Coast Coal Harbour Vancouver Hotel by APA

*And:*

Unifor

Local 3000

**RE: ROOM ATTENDANT WORK LOAD**

- a) Room Attendants shall not be assigned more than sixteen rooms (16) per eight per (8) hour shift.
  
- b) When a Room Attendant is assigned 4 – 8 checkouts per day, the daily room assignment shall be reduced by one (1) room; in addition, when a Room Attendant is assigned nine (9) to eleven (11) check outs, the daily assignment shall be reduced by two (2) rooms (inclusive of the one (1) room reduction for 4 – 8 checkouts.  
  

0 – 3 checkouts = 16 rooms	9 – 11 checkouts = 13 rooms
4 – 8 checkouts = 15 rooms	12 checkouts = 12 rooms
  
- c) In the event a Room Attendant is required to attend a hotel meeting, they will be assigned one (1) less room for each thirty (30) minutes in attendance at the meeting.
  
- d) The Executive Housekeeper will determine the instance where the allocation of rooms will be lowered due to extremely dirty rooms, or where help will be allocated for that particular room.
  
- e) KB1 (1802, 1803, 1808 and 1809), K1 (1514, 1614, 1714, 1807, 1901, 1902, 1903, 1907, 1908, 1909, 2001, 2002, 2003, 2007, 2008 and 2009) and hospitality rooms (505, 508) shall be credited as two (2) rooms only when checkout occurs.
  
- f) Assignment of more than two (2) floors shall reduce the room allotment by one (1) room.
  
- g) The Employer and the Union shall establish the Rooms Credit List which will outline the number of credits allotted for each room. Whenever a change in a room occurs, the parties shall meet to review the changes and if required, alter the credit allotted for any room being changed to appropriately reflect the amount of credit to the changed or altered room. This discussion will take place during the regularly scheduled housekeeping workload meeting or as required. The Union Shop Steward, Local Representative, Executive Housekeeper, General Manager and people Culture Manager will attend these meetings.

- h) The Employer will ensure that all Managers and their subordinates understand that it is important that colleagues take their breaks each day.
- i) The Union and Employer understand that the room attendants are paid to work by the hour.

Agreed to the 1<sup>st</sup> day of March, 2021 in the City of Vancouver in the Province of British Columbia.

For the Union

  
\_\_\_\_\_  
Ellen-Marie Moreira  
Service Representative, Unifor Local 3000

\_\_\_\_\_  
Chris Jacob, Committee Member


\_\_\_\_\_  
Gurbinder Bhala, Committee Member

  
\_\_\_\_\_  
Luiz Fontangzzi, Committee Member

\_\_\_\_\_  
Richard Charron, Committee Member

\_\_\_\_\_  
Mario Santos, Unifor National Representative

For the Employer

  
\_\_\_\_\_  
Colleen Carey, People and Culture  
Coast Coal Harbour Vancouver Hotel

\_\_\_\_\_  
Kevin Woolliams  
On Behalf of HIR

**LETTER OF UNDERSTANDING #3**

*Between:*

Coast Coal Harbour Vancouver Hotel by APA

*And:*

Unifor

Local 3000

**RE: PAID EDUCATION LEAVE**

The Employer agrees to pay into a special fund an amount of one thousand (\$1,000.00) dollars per year to the Unifor Paid Education Leave (PEL) program. Such payment will be remitted yearly into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto, ON, M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

Agreed to the 1<sup>st</sup> day of March, 2021 in the City of Vancouver in the Province of British Columbia.

**For the Union**

  
\_\_\_\_\_  
Ellen-Marie Moreira  
Service Representative, Unifor Local 3000

\_\_\_\_\_  
Chris Jacob, Committee Member

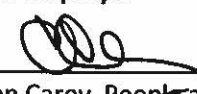
\_\_\_\_\_  
Gurbinder Bhala, Committee Member

  
\_\_\_\_\_  
Luiz Fontapezzi, Committee Member

\_\_\_\_\_  
Richard Charron, Committee Member

\_\_\_\_\_  
Mario Santos, Unifor National Representative

**For the Employer**

  
\_\_\_\_\_  
Colleen Carey, People and Culture  
Coast Coal Harbour Vancouver Hotel

\_\_\_\_\_  
Kevin Woolliams  
On Behalf of HIR

**LETTER OF UNDERSTANDING #4**

*Between:*

Coast Coal Harbour Vancouver Hotel by APA

*And:*

Unifor  
Local 3000

**RE: PANDEMIC RESPONSE**

The COVID-19 pandemic that started in early 2020 has had significant impacts on the Employer and its employees.

For the duration of the COVID-19 pandemic – ending on July 1, 2023 or when the World Health Organization (WHO) declares the pandemic over (whichever is later) – the parties agree to the following provisions:

- 1) Article 10.05 (v) shall not apply to employees laid off as a result of the pandemic will not lose their seniority. All employees laid off as a result of the pandemic shall have their recall extended until the end of the pandemic as determined above.
- 2) For the purposes of Article 11.05, only one year of the pandemic related lay off will count towards the severance allowance calculation.
- 3) Article 17.01 will have no effect. The Employer will continue to supply (subject to Public Health Orders, etc.) hot and cold beverages.

Agreed to the 1<sup>st</sup> day of March, 2021 in the City of Vancouver in the Province of British Columbia.

**For the Union**



Ellen-Marie Moreira  
Service Representative, Unifor Local 3000

Chris Jacob, Committee Member



Gurbinder Bhala, Committee Member



Luiz Fontanezzi, Committee Member

Richard Charron, Committee Member

Mario Santos, Unifor National Representative

**For the Employer**



Colleen Carey, People and Culture  
Coast Coal Harbour Vancouver Hotel

Kevin Woolliams

On Behalf of HIR