

COLLECTIVE AGREEMENT

BETWEEN:

EXECUTIVE HOTELS AND RESORTS

AND:

**SERVICE, HEALTH, MANUFACTURING AND ALLIED
WORKERS UNION, CLAC LOCAL 501**

DURATION: JUNE 16, 2022 TO SEPTEMBER 30, 2026

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COLLECTIVE AGREEMENT

BETWEEN:

EXECUTIVE HOTELS AND RESORTS

(hereinafter referred to as "the Employer")

AND:

SERVICE, HEALTH, MANUFACTURING AND ALLIED WORKERS UNION, CLAC LOCAL 501

(hereinafter referred to as "the Union")

ARTICLE 1 – PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:

- a) Recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) establish a just and prompt procedure for the disposition of grievances;
- e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and

the employees which will be conducive to their mutual wellbeing.

- 1.02 Should any provision of the Collective Agreement be rendered null and void or be materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

ARTICLE 2 – RECOGNITION, MANAGEMENT RIGHTS AND SCOPE

2.01 Recognition

The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and as classified in Schedule "A".

- 2.02 a) This Agreement covers all employees of the Employer, as set out in the Certification issued by the BC Labour Relations Board, at:
- Executive Suites Hotel & Conference Centre, 4201 Lougheed Highway, Burnaby, B.C. V5C 3Y6.
 - Executive Plaza Hotel & Conference Centre, 405 North Road, Coquitlam, B.C. V3K 3V9.
 - Executive Hotel Vintage Park, 1379 Howe Street, Vancouver, B.C. V6Z 2R5.
 - Executive Airport Plaza Hotel and Conference Centre, 7311 Westminster Hwy., Richmond, BC V6X 1A3.
- b) The Employer and Union recognize that, for the purpose of overtime, transfer, seniority, layoffs and hiring, each location shall be administered separately and each location shall keep separate records and function independently.

2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties.

2.04 Management Rights

The Employer agrees that the Union, and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto. Union representatives shall notify the Employer when entering the premises.

2.05 The Union acknowledges that it is the function of the Employer:

- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;
- b) to maintain order, discipline, and efficiency;
- c) to hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that they have been disciplined or discharged without just cause will be subject to the Grievance Procedure.

2.06 Scope

In the event this Collective Agreement does not expressly provide for a benefit required by the BC Employment Standards Act, the provision for such benefit set out in the Act is deemed

to be incorporated into this Collective Agreement. However, no such provision shall be incorporated where the provision(s) for the subject matter of that benefit prescribed in the Collective Agreement meet(s) or exceed(s) the benefit set out in the Act.

- 2.07 Non-bargaining unit employees shall not perform bargaining unit work if such should reduce normal scheduled hours of work of existing employees.
- 2.08 The Employer shall not sub-contract out bargaining unit work except as outlined in Article 26.01.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
 - a) The Union has the right to elect or appoint four (4) stewards at each location. The stewards are representatives of the employees in matters pertaining to this Agreement, including the processing of grievances.
 - b) Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 Stewards and other Union officers will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably, but where such meetings exceed ten (10) minutes they shall be scheduled, whenever possible, during rest and meal periods or outside working hours.

Disciplined employees instructed to leave the premises shall be permitted to meet with a Steward prior to leaving the premises.

3.04 The Union has the right to appoint or elect members to a Negotiating Committee.

3.05 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative may attend such meetings.

3.06 There shall be no union activity on Employer's time except as provided for in this article, or unless otherwise authorized by management.

ARTICLE 4 – WORK STOPPAGES

- 4.01 In accordance with the British Columbia Labour Relations Code, during the term of this Agreement, or while negotiations for a further Agreement are being held:
- a) the Union will not permit or encourage any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members: and

- b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

**ARTICLE 5 – EMPLOYMENT POLICY AND UNION MEMBERSHIP,
HARASSMENT, AND TYPES OF EMPLOYEES**

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will invite the Union to supply a list of available members who will be given due consideration for employment.
- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are employees on lay-off available who are qualified to do the work.
- 5.03
 - a) Any Employee who works on a temporary, periodic or as needed basis in another department other than their home department, shall not have the hours worked in the temporary position contribute to their seniority.
 - b) New employees will be hired on a three-(3) month, and a minimum of three hundred eighty (380) hours, probationary period. Their seniority shall commence on the date of completion of the three (3) months and the minimum of three hundred eighty (380) hours. The Employer shall notify the Union in writing of the name, address, and classification of any new employee at the time such employee commences employment. Seniority of full time employees shall be calculated from the date the probationary period was completed. Seniority of part time and casual employees shall be based on the

accumulated hours worked since the completion of the probationary period. When a part time or casual employee moves to full time, the seniority date shall be calculated on the basis that one (1) month equals one hundred forty (140) hours worked.

- 5.04 Employees on probation are covered by the Agreement, except those provisions which specifically exclude such employees.
- 5.05 Neither the Employer nor the Union will compel employees to join the Union, nor discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, the Employer will refer any new employee to a Steward or Union Representative in order to give such Steward or Union Representative an opportunity to describe the Union's purpose and representation policies.
- 5.06 Full-time employees are those who are posted into a full-time position. The Union and Employer shall negotiate for each classification for each department, the number of full-time positions. The number of full-time positions in each department at each hotel will be reviewed (not negotiated) jointly with the Executive Hotels and Resorts and the Union at the end of each calendar year. In the event an individual in a full-time position transfers to a different classification or leaves the Company for any reason except for layoff, the most senior capable part-time or casual employee within the same job category will be offered the full-time position as per Article 12, provided the Company deems it necessary to fill the position for business reasons.

Any new position to be added shall be posted in accordance with Article 12.

The following criteria will be used to determine the successful applicants:

- Seniority
- Ability to perform the work.

Successful candidates shall remain classified as full time employees for the duration of the year. In the event of a business slowdown and the need for a reduction of full time position, any full time employee who loses their position shall revert to part time, and be advised in writing. Part time employees are all other employees, except casual and temporary employees, as defined in Article 5.07.

5.07 **Definitions:**

Casual Employee

An employee who works from time to time, on an "on call basis", but does not work regular scheduled shifts.

Temporary Employee

An employee hired for a specific term or project, for a period not to exceed two hundred ten (210) days, with no expectation of continuing employment beyond the specified term or completion of the particular project for which the employee was hired.

Probationary Employee

An employee who was hired into probationary status and who has not yet successfully completed the probationary period.

Regular Employee

An employee who has completed the probationary period and works regularly scheduled shifts as assigned by the Employer on a continuing basis.

5.08 Harassment

Neither the Employer nor the Union will tolerate physical or sexual harassment in the workplace. The Employer shall train employees and post their policy of physical and sexual harassment. Complaints will be thoroughly investigated. Alleged failure by any party to deal with a physical or sexual harassment complaint may be the subject of a grievance pursuant to this Agreement. Such harassment complaint should be submitted in writing to the Employer within ten (10) days of the occurrence. Following investigation of any complaint, the Employer will provide a copy of the report to the Union.

5.09 Neither the Employer nor the Union will discriminate against an employee with respect to employment or any term or condition of employment because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, sex, sexual orientation or age or otherwise protected by the Human Rights Code of BC.

5.10 Employees reporting any incident or harassment are guaranteed protection from reprisal due to filing such a complaint.

ARTICLE 6 – UNION DUES AND DATA COLLECTION

6.01 The Employer shall deduct from each employee covered by this agreement, from the commencement of employment, an amount equal to Union dues as set by the National Convention

of the Union and as described within the Dues Directive that it issues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire.

- 6.02 The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by the twentieth (20th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.
- 6.03 The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.
- 6.04 The Employer shall remit dues electronically or by cheque, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a) first, middle and last name;
 - b) work location
 - c) rate of hourly pay;
 - d) gross earnings;
 - e) total regular and overtime hours worked in the month for which such deductions are made. If an employee earned both one and one-half (1½) and double time (2x) overtime premiums, these hours shall be recorded separately;
 - f) dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
 - g) contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
 - h) Social Insurance Number; and,

i) date of birth.

6.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:

- a) complete mailing address;
- b) e-mail address (if available);
- c) primary telephone;
- d) date of hire; and,
- e) classification, including trade certificate number and apprenticeship level or year.

6.06 The Employer shall also record on a remittance any of the following changes in employment status;

- a) Change in classification
- b) Job end date (for temporary, or permanent separation).

6.07 All contributions and deductions pursuant to Article 14 - Insurance and Benefits, Article 15 - Pension Plan, and Article 29 – Education, Training and Publication, shall be remitted together with and in the manner described for Union dues, as set out here in Article 6.

ARTICLE 7 – CLASSIFICATIONS AND RATES OF PAY

7.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A" attached hereto and made part hereof.

7.02 Newly hired employees shall receive wages at seventy five percent (75%) of the posted rate for the first four hundred and fifty (450) hours. The next four hundred and fifty (450) hours will be paid at eighty-seven and one-half percent (87.5%) of the

posted rate. Upon completion of nine hundred (900) hours, employees will be at one hundred percent (100%) of the posted rate. The above wage calculation methods apply only to employees starting after March 16, 2011. At no time shall an employee be paid less than the BC minimum wage.

- 7.03 Additional classifications and their rates not currently listed in Schedule "A" may be established only by mutual agreement between the Employer and the Union during the term of this Agreement.
- 7.04 An employee who reports for work as scheduled in the usual manner but is prevented from starting work due to a cause not within their control shall be entitled to a minimum of two (2) hours' pay. All employees who report for work shall, if requested to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.
- 7.05 When an employee from a higher rated classification is requested by the Employer to work temporarily, or until permanently reclassified, at a lower-rated classification, they shall be paid at the rate for the higher rated classification. If however the employee requests to work in a classification which is lower rated, then they shall be paid at the rate for the lower rated classification.
- 7.06 If an employee is called in more than two (2) hours after having completed a regular shift, the employee shall be paid a minimum of two (2) hours' pay for such call in. If an employee is required to be in attendance at a staff meeting called by the Employer, the employee shall be paid at regular hourly rates for all such time. Time spent at such meetings will be used towards the calculation of overtime as per Articles 8.02 and 8.03. In the

event an employee is called in to attend such a meeting during their regularly scheduled day off they will be paid a minimum of four (4) hours pay. In the event an employee is called in early for such a meeting or is required to wait after their shift for such a meeting, they will be paid for all hours up to a maximum of two (2) hours.

- 7.07 The Employer shall have no authority over any gratuities in any department where a client leaves such for the employees, where such is not part of the invoice to the client.
- 7.08 All employees shall receive payment of wages in the form of a direct deposit to a financial institution of the employee's choice.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 The work week for full-time employees shall consist of forty (40) straight time hours worked in five (5) eight-(8) hour shifts, Sunday to Saturday, with days off to be consecutive wherever possible. An employee who is required to work a back-to-back shift will be allowed eight (8) hours free from work before the commencement of their next shift.
- 8.02 All hours worked in excess of eight (8) hours in any one (1) shift shall be paid at one and one half (1 ½) times the hourly rate, and two (2) times the hourly rate for all hours worked in excess of eleven (11) hours.
- 8.03 All hours worked in excess of forty (40) hours each week shall be paid at one and one half (1 ½) times the hourly rate and two (2) times the hourly rate for all hours worked in excess of forty-eight (48) hours, but excluding daily overtime hours.

- 8.04 a) For the purpose of this Agreement, the week begins Sunday at 00:01 hours and concludes Saturday at 24:00 hours.
- b) For the purpose of determining hours of work and over time, each location shall be calculated and paid separately such that hours worked at separate locations will not be combined for overtime pay or calculation.
- 8.05 Full time employees shall be scheduled for two (2) paid ten-(10) minute rest periods and one (1) unpaid thirty-(30) minute meal period. This is to be scheduled as near as possible to the middle of the shift during each shift worked. Those employees who are unable to take a meal break shall be paid the thirty (30) minutes in addition to the regular shift.
- 8.06 Part time employees shall be scheduled for the following rest and meal periods:
- a) Four (4) hour shift or more: one (1) paid ten-(10) minute rest period.
- b) Six (6) hour shift or more: one paid ten-(10) minute rest period and one (1) unpaid thirty-(30) minute meal period.
- c) Seven (7) hour shift or more: two (2) paid ten-(10) minute rest periods and one (1) unpaid thirty-(30) minute meal period.
- d) There shall be a ten-(10) minute rest period after two (2) hours of overtime.
- 8.07 The Employer will post one-(1) week work schedules (where possible two-[2] week work schedules) in a conspicuous place on

the Wednesday prior to the effective week. Posted schedules may only be revised with the consent of the employee concerned.

- 8.08 The parties recognize that there are existing shifts that may be required to be changed in the future. Changes, if required, will not be implemented without discussion with the employees involved. No changes will be made to an employee's schedule without at least forty-eight (48) hours' notice. If the required notice is not given, the employee shall not be disciplined in any way if they are not able to attend at work and miss the shift.
- 8.09 No employee shall be discriminated against or be compelled to work on a day which, on the basis of the employee's religious convictions, they are prevented from working. The employee must notify the Employer of such a day prior to the posting of the schedule.
- 8.10 Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.
- 8.11 Employees may exchange workdays and days off providing Management approves such exchange.
- 8.12 The Employer shall make every reasonable effort to call in relief staff from the same classification for any employee who does not report for work after giving proper notice.
 - a) Employees unable to attend their scheduled shift due to illness should make every reasonable effort to provide the Employer with advance notice.

b) The Employer shall consult with the Union, in advance, should the Employer be of the opinion that circumstances warrant the Employer requesting and requiring that an employee go to a Doctor for the purpose of obtaining a medical assessment (or second opinion), to substantiate the reasons for a prolonged or repeat pattern of absence from the workplace. In such cases, the Employer will pay for the cost of obtaining the Doctor's note.

8.13 Within departments and classifications, the Employer shall offer and assign the longest shifts to employees with the most seniority. Once the full time employees, as defined in this Agreement, have been scheduled their regular full time hours, the balance of hours of work available may be assigned to part time employees.

8.14 Senior part time employees shall be assigned work in such a way that they shall have a greater number of hours of work in a week than junior employees unless the senior employee has restricted their hours of work. Every consideration will be given to the Employees who request time off for a specific instance on a non-reoccurring basis (such as scheduling and attending to a medical appointment). In such instances, the employee will not be considered to have restricted their hours of work.

8.15 Keeping in mind the business needs of the Employer to maintain an adequate number of part time employees, every effort will be made by management to maximize the hours of the most senior part time employees. Hours shall be posted in the employee lunchroom(s) on the fifteenth (15th) day of each subsequent quarter.

- 8.16 All employees shall be scheduled so that they have two (2) consecutive days off per week unless otherwise agreed to.
- 8.17 Whenever possible, seniority shall be considered in the choice of shifts and weekends off when scheduling employees. Any request to change the schedule must take into consideration the business needs of the Employer and the personal needs of the employees in the department.
- 8.18 Every effort will be made to limit the amount of check out rooms within the daily allotment assigned to each Room Attendant.

Room Attendants shall not be assigned more than twelve (12) check-out rooms within a typical full allotment of rooms to be serviced, (based upon a schedule shift of eight (8) hours). When business levels dictate that a Room Attendant must be assigned more than twelve (12) check-out rooms, the Room Attendant will be provided with additional assistance, if requested, in order to complete their daily assignment of rooms to be serviced.

ARTICLE 9 – VACATIONS

- 9.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings or at regular weekly earnings, whichever is greater:

| | <u>Length of Service</u> | <u>Time off</u> | <u>Vacation Pay</u> |
|----|----------------------------|-----------------|---------------------|
| a) | 0 – 1 year | | 4% |
| b) | 1 – 4 years | 2 weeks | 4% |
| c) | upon completion of 4 years | 3 weeks | 6% |

- d) upon completion of 7 years 4 weeks 8%
- e) upon completion of 15 years 5 weeks 10%

9.02 Due to the nature of the hospitality industry, employees requesting vacation should attempt to take time off during the “low season” for their department. Low season is defined as follows:

- a) Food department during January first (1st) to August thirty-first (31st).
- b) Others during October first (1st) to April thirtieth (30th).

The Employer will endeavour to grant vacations at the time requested in the vacation period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply. During “high season” the Employer may restrict the taking of vacation.”

9.03 Vacation pay shall be paid immediately prior to an employee leaving on vacation, for that period of vacation being taken. Such vacation pay shall be on a separate cheque.

9.04 The Employer shall post blank vacation schedules before January first (1st) of each year. Employees shall enter first preference by March first (1st), with the requested vacation to be confirmed by the Employer no later than April first (1st) in each year. Individual requests in other times will be made in writing and confirmed no later than three (3) weeks after the request is made.

- 9.05 Statutory holiday pay will be issued as per Article 10 during the pay period in which the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee shall be entitled to a day off, without pay, at a mutually agreed upon time within four (4) weeks of the actual holiday.
- 9.06 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment:
- a) absence on Workers' Compensation up to a period of nine (9) months, provided the employee has returned to employment;
 - b) absence due to illness up to a period of four (4) months, provided the employee has returned to employment.

ARTICLE 10 – STATUTORY HOLIDAYS

10.01 The Employer agrees to pay full time employees at regular rates of eight (8) hours per day for the following eleven (11) holidays:

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

Any additional statutory holidays declared by the Provincial government shall be covered by the provisions of this Article.

- 10.02 Article 10.01 applies to all full-time employees who have been employed by the Employer for a minimum of thirty (30) days and who have worked their scheduled workday before and their scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question, unless their absence is due to illness or vacation with pay. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.
- 10.03 A part-time employee who has been employed by the Employer for a minimum of thirty (30) days shall be paid for the holidays noted in Article 10.01 equal to the average of their daily earnings, exclusive of overtime, for the days the employee has worked in the four (4) week period immediately preceding the week in which the statutory holiday occurs.
- 10.04 If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee will be paid their normal wage for that day if the employee is entitled to a statutory holiday as per Article 10.02 or Article 10.03. If an employee works on one of the statutory holidays they shall be paid one and one-half (1 ½) times the regular hourly rate for all hours worked in addition to the statutory holiday pay.
- 10.05 Where the Employer and the Union mutually agree, a statutory holiday may be observed on another day.
- 10.06 If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday without reasonable cause, or without leave of the Employer, they will be subject to discipline up to and including termination.

ARTICLE 11 – SENIORITY, LAYOFF AND RECALL

11.01 Seniority is defined as length of service within a department at the Hotel at which the employee was hired. Length of service at the Executive Hotels shall be used to calculate vacation pay entitlement. New employees shall be placed on the seniority list at the end of their probationary period and their respective seniority shall begin from the date on which they become a regular employee as per Article 5.03. Departments and classification are defined in Schedule "A".

11.02 Seniority lists shall be maintained at all times by the Employer. A list of employees, showing their names ranked according to seniority in each job classification will be emailed to the Union quarterly, by fifteenth (15th) day of the month following the quarter, to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.

11.03 Seniority rights shall cease for an employee who:

- a) voluntarily terminates their employment;
- b) is discharged and such discharge is not reversed through the grievance procedure;
- c) is laid off for a continuous period of more than six (6) consecutive months;
- d) does not return to work on the date specified following an approved leave of absence other than medical leave;
- e) accepts a promotion or transfer to a position outside the bargaining unit.

11.04 When the Employer deems it necessary to reduce the work force, they shall inform the Union on the need for layoffs. When a reduction of workforce is required, the Employer shall determine the order of layoff based on all of the following considerations:

- a) departmental seniority of the employees;
- b) ability and qualification of the employees to perform the work;
- c) disciplinary records which reflects on work attitude.

The above considerations shall also guide the Employer and the Union when employees on layoff are recalled.

11.05 a) An employee who has been laid off and wishes to be recalled must insure that the employer has a current phone number and address for purpose of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting their recall rights. The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact). Any employee failing to report for duty within forty-eight (48) hours, excluding Saturday and Sunday, from the time of such notification, shall be considered to have resigned without notice.

b) Permanent Lay-off

For permanent lay off in excess of six (6) months the following will apply:

- i. After three (3) consecutive months of employment – one (1) weeks’ pay or notice in lieu of;
- ii. After twelve (12) consecutive months of employment – two (2) weeks’ pay or notice in lieu of;
- iii. After three (3) consecutive years of employment – three weeks’ pay or notice in lieu of, plus one week’s pay for each additional year of employment up to a maximum of eight (8) weeks’ pay or notice in lieu of.

11.06 Any appeal in regard to a layoff or termination must be taken up under the first step of the Grievance Procedure, hereinafter set forth, within five (5) workdays after the layoff or termination took place.

11.07 Any employee laid off and recalled for work must return within five (5) workdays when employed after being recalled, unless they provide the Employer with the reason for their failure to return. Failure to return to work may be a just cause for termination.

ARTICLE 12 – JOB POSTINGS/TRANSFERS

12.01 The Employer shall post, for a minimum of seven (7) workdays in a conspicuous place at all locations, notice of all vacant positions in any of the locations covered by this Agreement. Any employee of the Employer may apply for such new or vacant positions. Seniority, qualifications, skill, ability, and disciplinary record which reflected on work attitude, shall be considered in the awarding of all vacancies and new positions.

- 12.02 a) Should an employee move to a new department, they shall be a junior employee in that department. However, their seniority in the previous department shall be maintained for a period of three (3) months. During that time, should either the Employer or the employee wish to return the employee to their original position, or should a reduction in work reduce the employee's hours within the three (3) month period, the employee may then bump back into their former classification in order to avoid a lay-off.
- b) When an employee transfers to a new location in the same department, the wage rate and vacation pay will be determined by the employee's overall seniority with the Employer. If, however, the transfer involves the movement from one department to another, the employee will be paid at no more than eighty-seven and one-half percent (87.5%) of the posted rate for the three-(3) month trial period, unless the employee is at training wage of seventy-five percent (75%). The application of the employee's seniority for the purpose of layoff, recall, job bids, and vacation schedules shall be determined by their departmental seniority, at the location the employee has been transferred to.

ARTICLE 13 – JURY DUTY

- 13.01 It is agreed that the Employer shall compensate all employees for the difference between their regular wages and payment received while performing jury duty or while serving as a subpoenaed witness in a court of law except if the employee is the Defendant.

ARTICLE 14 – INSURANCE AND BENEFITS

- 14.01 In order to protect the employees and their families from the financial hazards of illness, the Employer agrees to pay one hundred percent (100%) of the premium cost of the Health & Welfare Gold Plus Plan, administered by the CLAC Health and Welfare Trust Fund, for each full time employee. An outline of the Plan is found in Schedule "B." This pertains only to eligible employees who have worked an average of thirty-six (36) hours or more per week, as per calculation in Article 14.02 b) below.
- 14.02 a) The Employer agrees to pay one hundred percent (100%) of the premium cost of the Health & Welfare Service Plan, administered by the CLAC Health and Welfare Trust Fund, for each part-time employee who regularly works twenty eight (28) hours but less than thirty-six (36) hours per week. An outline of the Plan is found in Schedule "C." (For calculation see below.)
- b) Eligibility for premium payment will be determined by calculating all employees' average hours, including paid vacation time, over the previous thirteen (13) weeks. Eligibility will be reviewed every thirteen (13) weeks to determine eligibility for the next thirteen (13) weeks.
- c) The Employer shall remit premiums to the Union once a month for the insurances outlined herein, subject to the conditions stated in the insurance policies. Failure of the Employer to make the required premium payments will render the Employer responsible for any claims incurred by the employees.

d) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for benefit plans and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

14.03 The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums, or portions of premiums, as applicable. It is understood and agreed that neither the benefits nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union and the employees agree that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that neither the Union nor the Employer has any responsibility for the actual benefits or the administration of any insurance policy.

14.04 Employees become eligible for the benefits noted in Articles 14.01 and 14.02 on the first of the month immediately following completion of their probationary period.

14.05 If an employee is off due to illness or accident, the Employer shall continue to pay the premiums for a period of three (3) months beyond the month the absence commenced. Employees returning from an absence due to a compensable WorkSafe BC claim will be restored to coverage on the benefit plan on the first of the month after their return to work, provided they were receiving coverage on the plan when they were injured.

14.06 Only for permanent approved relocation or transfers, hours worked for the purpose of qualification in either Article 14.01 or Article 14.02 above shall be the cumulative total of hours worked at all of the locations covered by this Agreement.

ARTICLE 15 – PENSION PLAN

15.01 The Employer agrees to contribute on behalf of each employee to a registered defined pension plan, administered by the CLAC Pension Plan Board of Trustees, provided the employee chooses to match the contribution by way of payroll deductions. Employees may join the plan provided they have worked for the Employer a minimum of twelve (12) months, have given written authorization to the Employer to begin the payments and deductions, and have submitted a completed enrollment form to the employer to be forwarded with the first monthly remittance.

Contributions payable by the Employer are as follows:

- a) Upon ratification \$0.75 per hour.
- b) October 1, 2023 \$0.80 per hour.
- c) October 1, 2024 \$0.80 per hour.
- d) October 1, 2025 \$0.80 per hour.

Participating employees shall match the above amounts through payroll deductions.

15.02 Pension Plan Contribution Details

- a) All contributions received shall vest immediately in the employee's account on whose behalf the deposit was made. The Employer's contributions to the retirement plans will be non-refundable to the Employer once received by the

applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors.

- b) The total amount of retirement contributions remitted by the Employer and on an employee's behalf cannot exceed the annual maximum contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's contribution made outside the employment relationship. For greater clarity, it is the employee's responsibility to ensure they does not exceed their annual contribution limits. If the employee exceeds the annual maximum contribution limit as a result of contributions made outside the employment relationship, the Employer and the Union shall not be liable for any tax consequence imposed on the employee.
- c) The Union acknowledges and agrees that, other than remitting contributions to the retirement plans as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the Plan or RSP or be responsible for providing such benefits.
- d) The Employer and the Union will cooperate in providing the information required to administer the retirement plans on the employees' behalf. The CLAC Retirement Team shall be responsible for informing the employees about the plans, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

ARTICLE 16 – LEAVES OF ABSENCE

- 16.01 Employees may make written application for leaves of absence without pay as per the Employment Standards Act of British Columbia.
- 16.02 If the employee furnishes false information regarding sick leave or a leave of absence, they shall be subject to discipline.
- 16.03 An employee who has been absent from work or has failed to report to work for three (3) consecutive shifts without notifying the Employer or obtaining the Employer's prior approval, will be deemed as having abandoned their position and they shall be viewed as having voluntarily resigned.
- 16.04 In the event of confirmation of death of an employee's grandparent, the employee shall be entitled to be absent from work one (1) day with pay. In the event of the death of the employee's parent, brother, sister, or parent-in-law, the employee shall be entitled to be absent from work for two (2) days with pay. In the event of the death of an employee's child or a cohabiting spouse, the employee shall be entitled to a paid three-(3) day leave. Employees who do not complete their shift following notification of death in the immediate family shall be paid full shift hours in addition to the foregoing bereavement leave.
- 16.05 All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.

- 16.06 Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.
- 16.07 Employees shall be granted up to eighteen (18) months of maternity/parental leave without loss of seniority, upon written request.
- 16.08 For leaves governed by the BC Employment Standards Act, the Employer will continue to fund both the Benefit Plan premiums and the Pension Plan contributions for the duration of the leave, if the employee was otherwise eligible and the employee continues to make any necessary contributions per Article 15.01.

ARTICLE 17 – SAFETY AND HEALTH

- 17.01 a) The Employer and the Union shall each appoint no less than three (3) representatives to a Joint Safety Committee. An alternate may be chosen who will serve in the absence of regular representatives. Where possible, representatives should be from different operational areas and, if possible, work on shifts which when combined in committee, give full coverage to the work place.
- b) The Joint Safety Committee shall meet once every month and operate in accordance with WorkSafe BC published guidelines. Meetings will be held during regular working hours and members paid at straight time hourly rates during attendance. Hours in attendance beyond the regular work

schedules will not be used to calculate a subsequent entitlement to overtime pay.

- c) The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.

17.02 The Employer will reimburse employees directed by the Employer to take a recognized Industrial First Aid course.

ARTICLE 18 – LEGISLATION COMPLIANCE

18.01 The Employer shall ensure that their business activity and premises are in compliance with legislation and in the event an employee is being charged with non-compliance because of a failure on the part of the Employer, then the Employer shall bear such responsibility. However, if an employee is being charged with non-compliance and it is established that it is the result of negligence, the employee will be responsible and the employee may be terminated.

ARTICLE 19 – ACCIDENTS

19.01 In the event an employee meets with an accident on the premises, the Employer must be notified immediately. Any injured employee who cannot be fitted into some other work and requests to go home will be allowed to go home and rest and will be paid for the balance of their shift. Thereafter they will be required to claim their losses from the Workers' Compensation Board.

19.02 If, while on sick leave or accident leave, the employee is found to be on vacation, out of town, or employed elsewhere without the

Employer's knowledge or agreement (such agreement will not be unreasonably denied), then they will be subject to discipline up to and including termination.

ARTICLE 20 – UNION MANAGEMENT COMMITTEE

20.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and cooperation, believing that the following concepts provide a fundamental framework for improved labour-management relations:

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving towards efficient use of resources, energy, and environment, and in the adequate development of research, production, and marketing;
- c) the enterprise requires authority relationships under a strong central leadership or management;
- d) a strong management does not discourage cooperation but stimulates it, recognizing that while management without labour can do nothing, labour without management cannot survive.

20.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily

covered by the Collective Agreement. A Union-Management meeting shall be held at the request of the Employer or the Union, and it can be held at an individual location or joint location.

- b) The Employer and the Union shall each appoint three (3) representatives to the various location-specific Union Management Committees. From these committees a representative from each location shall be appointed to the Joint Union-Management Committee. The minutes shall be recorded alternately by the Employer and the Union and a copy shall be mailed to both the Employer and the Union office within one (1) week of the date of the meeting.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.01 INFORMAL PROCEDURE- As an informal step an employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom they report. At their option the employee may be accompanied by a steward.

21.02 The parties to this Agreement recognize the Stewards, and the Union Representatives specified in Article 3, as the agents through whom employees shall process their grievances and receive settlement thereof.

21.03 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than ten (10) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between

the parties hereto relating to the interpretation, application, or administration of this Agreement.

21.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. Such policy grievance shall be signed by a Steward, a Union Officer or a Union Representative, or in the case of an Employer's policy grievance, by the Employer or their representative. Such grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1.

21.05 A "Group Grievance" is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievers shall be listed on the grievance form.

21.06 Step 1 - Any employee having a grievance will, accompanied by a Steward, a Union Officer, or a Union Representative, submit the same to the Employer within ten (10) workdays of the act or condition causing the grievance. The Employer will deal with the grievance not later than the seventh (7th) workday following the day upon which the grievance is submitted and will notify the griever and the Union Representative of their decision in writing.

Step 2 If the grievance is not dealt with under Step 1, a Union Representative may, within seven (7) workdays of the decision under Step 1, or within seven (7) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within seven (7) workdays after the grievance has been filed. The Employer shall notify the griever and the Union Representative

of their decision in writing within five (5) workdays following the said meeting.

ARTICLE 22 – ARBITRATION

- 22.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 22.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) workdays after receiving the decision given at Step 2 of the Grievance Procedure.
- 22.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within fourteen (14) workdays of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 22.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 22.05 If the parties fail to agree to refer the matter to an agreed single arbitrator within seven (7) workdays of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.
- 22.06 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 22.07 Notice of desire to arbitrate and of nomination of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 22.08 It is agreed that the single Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 22.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is in the opinion of the Arbitrator just and equitable.
- 22.10 The parties will equally bear the expense of the single Arbitrator.
- 22.11 The Arbitrator shall be empowered to render their decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 23 – DISCHARGE, SUSPENSION, AND WARNING

- 23.01 When the conduct or performance of an employee calls for a reprimand of record by the Employer, such a reprimand shall be in writing, with a copy of the reprimand forwarded by the Employer to a steward and to the Union office. Prior to issuing such a reprimand, the Employer or Department Supervisor shall interview the employee. If such request is made, the employee will not be reprimanded until a Steward or Union Representative can be present.

23.02 The parties agree to abide by the principles of progressive discipline. Progressive discipline is designed to assist an employee to change their behaviour and/or performance. Depending on the nature and severity of the infraction, and taking into account mitigating and aggravating factors, progressive discipline will be managed as outlined below.

At any time a Manager or Supervisor has the right to verbally “coach” an employee to improve their behaviour or performance. A coaching is a non-disciplinary step and no involvement from the Union is necessary.

a) Step One: Documented Verbal Warning

A meeting is held with an employee by a designated Manager or Supervisor outlining:

- The nature of the misconduct;
- The corrective action expected of the employee; and
- This meeting will be documented and constitute a verbal warning.

b) Step Two: First Written Warning

A statement given to an employee by a designated Manager or Supervisor outlining:

- The nature of the misconduct;
- The corrective action expected of the employee; and
- A description of the disciplinary action that may be taken if the misconduct continues.

c) Step Three: Second Written Warning

Same as “(b)” above.

d) Step Four: Suspension

An enforced, temporary removal of an employee from duty without pay.

e) Final Step: Termination

The enforced cessation of employment.

23.03 Depending on the severity of the misconduct, the Employer may skip disciplinary steps up to and including termination if warranted.

23.04 Any warning or discipline of record on an employee's file shall be removed from the file after the expiration of twenty-four (24) months from the date it was issued, provided there have not been any further disciplinary infractions during that period.

ARTICLE 24 – CHEQUES, CREDIT CARDS, AND CREDIT ACCOUNTS

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

24.02 Employees will not be held responsible for reimbursement where a patron is in default of any payments of any billings if the employee notifies the Employer immediately and it is determined that it was not due to employee negligence.

ARTICLE 25 – TECHNOLOGICAL CHANGE

25.01 If the Employer introduces or intends to introduce a measure, policy, practice, or change that affects the terms, conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies:

- a) the Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be affected, and;
- b) after notice has been given, the Employer and Union shall meet, in good faith, and endeavour to develop an adjustment plan which may include provisions respecting any of the following:
 - i. consideration of alternatives to the proposed measure, policy, practice, or change, including amendment of provisions in the Collective Agreement;
 - ii. human resources planning and employee counseling and retraining;
 - iii. notice of termination;
 - iv. severance pay and other benefits;
 - v. a bipartite process for overseeing the implementation of the adjustment plan.

25.02 If, after meeting in accordance with Article 25.01, the parties have agreed to an adjustment plan, it is enforced as if it were part of the Collective Agreement.

25.03 Full time employees with three (3) years or more of service, whose employment is terminated because of technological change, closure, or automation, shall be entitled to severance pay of one (1) week's pay at their regular straight time rate for

each one (1) year of employment with the Employer, to a maximum of eight (8) weeks' pay.

ARTICLE 26 – RIGHT TO SUB-CONTRACT WORK

26.01 The Employer may sub-contract work to other businesses or individuals only in the following events:

- a) they do not possess the necessary facility or equipment;
- b) they cannot provide the specified quality or is unable to meet projected time limits;
- c) the contracting out of the work in question was a practice in existence prior to the original certifications in 1994;
- d) where it is necessary to do so for security purposes, but only after consultation and agreement with the Union;
- e) in the Banquet Department when additional servers are required on a casual basis, to a maximum of twenty percent (20%) of staffing;
- f) as a result of negotiation regarding the Joint Airport Shuttle Services with other regional hotels.

ARTICLE 27 – GENERAL

27.01 In this Agreement, words importing the singular number will be deemed to include the plural and vice versa and words importing the masculine gender will be deemed to include the feminine and vice versa as the context requires.

ARTICLE 28 – UNIFORMS

28.01 Uniforms are to be supplied to the employees working in the following departments:

- a) Cooks (two) - replacement when a uniform is in disrepair
- b) Room Attendants – the uniform must be a minimum of thirty-five percent (35%) cotton.
 - i. Room attendants who are regularly scheduled for three (3) or more shifts per week will receive three (3) uniforms which will be replaced once per year.
 - ii. Room attendants who are regularly scheduled for less than three (3) shifts per week will be given two (2) uniforms which will be replaced once per year.
- c) Front Desk and Bell Attendant – company jacket or vest which will be replaced if in disrepair.
- d) Restaurant and Banquet
 - i. Employees scheduled for three (3) or more shifts per week receive two (2) shirts per year.
 - ii. Employees scheduled for less than three (3) shifts per week receive one (1) shirt per year.

28.02 Dry cleaning coverage is provided at no charge to the employee for those with uniforms that cannot be regularly laundered.

ARTICLE 29 – EDUCATION, TRAINING AND PUBLICATION

- 29.01 To further the training of union members, the Employer agrees to remit three tenths of one percent (0.3%) of gross wages to the Union's Education and Training Fund, up to a maximum of four thousand five hundred dollars (\$4,500.00) per year, for all hotels combined. Training funds shall be remitted in accordance with the timelines stipulated for union dues.
- 29.02 The parties shall equally bear the costs associated with printing and publication of the collective agreement.

ARTICLE 30- BANQUETING TIPS

- 30.01 The company retains the right to add a “service charge” or “administrative fee” on each customer bill for catering services. A minimum of twelve percent (12%) of the service/administrative fee charged to the customer will be shared with the hourly union banquetting staff. The company will retain any charges above twelve percent (12%).

ARTICLE 31 – DURATION

- 31.01 This Agreement shall be effective on the sixteenth (16th) day of June, two thousand twenty-two (2022), and shall remain in effect to and including the thirtieth (30th) day of September, two thousand twenty-six (2026), and, if agreed to by the parties, for further periods of one (1) year, unless notice is given by either party of the desire to delete, change, or amend any of the provisions contained herein, within the period of one-hundred and twenty (120) to sixty (60) days prior to the renewal date. In the absence of such notice, unless otherwise agreed upon by both parties, it will be deemed to have been given. This

Agreement shall continue until the parties renew, revise or reach a new Agreement.

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

DATED at _____, B.C. this ____ day of _____, 2023.

Signed on behalf of the
Employer:
**EXECUTIVE HOTELS AND
RESORTS**
by its authorized signatory(ies)

Signed on behalf of the Union:
**SERVICE, HEALTH,
MANUFACTURING AND ALLIED
WORKERS UNION,
CLAC LOCAL 501**

Authorized Signatory

This printing is for information
purposes only.
Original signed documents are held
on file at the Langley Member Centre.

Representative

Authorized Signatory

Authorized BC Representative

SCHEDULE "A" CLASSIFICATION AND WAGE RATES

| | 16-Jun-22 | 1-Oct-23 | 1-Oct-24 | 1-Oct-25 |
|---------------------------------|-----------|----------|----------|----------|
| CLASSIFICATION | | 2% | 2% | 2% |
| FRONT DESK | | | | |
| Front Desk Supervisor | \$ 24.59 | \$ 25.08 | \$ 25.58 | \$ 26.09 |
| Night Auditor | \$ 23.94 | \$ 24.42 | \$ 24.91 | \$ 25.41 |
| Front Desk Clerk | \$ 23.67 | \$ 24.14 | \$ 24.62 | \$ 25.11 |
| Reservation Agent | \$ 23.67 | \$ 24.14 | \$ 24.62 | \$ 25.11 |
| Bell Attendant-Driver | \$ 18.67 | \$ 19.04 | \$ 19.42 | \$ 19.81 |
| Bell Attendant | \$ 17.90 | \$ 18.26 | \$ 18.63 | \$ 19.00 |
| HOUSEKEEPING/MAINTENANCE | | | | |
| Room Attendant/Laundry | \$ 23.15 | \$ 23.61 | \$ 24.08 | \$ 24.56 |
| House Person | \$ 23.15 | \$ 23.61 | \$ 24.08 | \$ 24.56 |
| Maintenance | \$ 25.08 | \$ 25.58 | \$ 26.09 | \$ 26.61 |
| RESTAURANT/LOUNGE* | | | | |
| Dining Room Supervisor | \$ 19.48 | \$ 19.87 | \$ 20.27 | \$ 20.68 |
| Restaurant Server | \$ 16.87 | \$ 17.21 | \$ 17.55 | \$ 17.90 |
| Bus Person/Room Server | \$ 16.87 | \$ 17.21 | \$ 17.55 | \$ 17.90 |
| Lounge/Bartender/Mixer | \$ 21.14 | \$ 21.56 | \$ 21.99 | \$ 22.43 |
| KITCHEN* | | | | |
| Cook | \$ 23.12 | \$ 23.58 | \$ 24.05 | \$ 24.53 |
| Prep Cook | \$ 20.86 | \$ 21.28 | \$ 21.71 | \$ 22.14 |
| Dishwasher-Prep Cook | \$ 20.44 | \$ 20.85 | \$ 21.27 | \$ 21.70 |
| BANQUET | | | | |
| Banquet Captain | \$ 18.66 | \$ 19.03 | \$ 19.41 | \$ 19.80 |
| Banquet Server | \$ 16.50 | \$ 16.83 | \$ 17.17 | \$ 17.51 |

*Applies only to Executive Suites Hotel and Conference Centre (Burnaby) and Executive Plaza Hotel and Conference Centre (Coquitlam)

NOTE: No employee will be paid less than minimum wage Plus \$0.85

SCHEDULE “B” INSURANCE PLAN COVERAGE - GOLD PLUS PLAN
(For employees working on average 36 hours per week or more)

(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).

- \$100,000.00 life insurance per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- \$100,000.00 AD &D per employee under the age of 65; \$50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
 - Basic services: 100% up to \$2,000 per person annual
 - Major services: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$300 per year
 - age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit;
- short term disability insurance with sixty percent (60%) of weekly basic earnings to a maximum of seven hundred dollars (\$700.00) per week. Effective January 1, 2021, weekly benefits, payable after the first (1st) day of accident or hospitalization and the seventh (7th) day of illness for a maximum of twenty-six (26) weeks.

- long term disability insurance with sixty percent (60%) of earnings, maximum of \$3,000.00 per month), per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

| | |
|---|-----------------------|
| CLAC BENEFITS TEAM www.clac.ca | 1-888-600-2522 |
| CLAC RETIREMENT TEAM (Group RSP & Pension Plan) | 1-800-210-0200 |
| GREEN SHIELD CANADA (access through <i>myclac.ca</i>) | 1-888-711-1119 |
| HUMANACARE (EFAP) www.humanacare.com/clac | 1-800-661-8193 |

SCHEDULE “C” INSURANCE PLAN COVERAGE SERVICE PLAN
(For Employees Working an Average of 28- 35 Hours Per Week)

(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).

- \$50,000.00 life insurance per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- \$50,000.00 AD &D per employee under the age of 65; \$25,000 per employee between the ages of 65 and 75;
- dental plan at the latest fee schedule available;
 - Basic services: 80% up to \$2,000 per person annual
 - Major services: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
 - under 21: \$300 per year
 - age 21 and over: \$300 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$50/visit;
- long term disability insurance with sixty percent (60%) of earnings, maximum of \$1,700.00 per month per employee, payable after one hundred nineteen (119) days until age 65 (119/65).

- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

| | |
|---|-----------------------|
| CLAC BENEFITS TEAM www.clac.ca | 1-888-600-2522 |
| CLAC RETIREMENT MEMBERCARE (Group RSP & Pension Plan) | 1-800-210-0200 |
| GREEN SHIELD CANADA (access through myCLAC.ca) | 1-888-711-1119 |
| HUMANACARE (EFAP) www.humanacare.com/clac | 1-800-661-8193 |

SCHEDULE "D" CONSCIENTIOUS OBJECTOR STATUS

(This schedule does not form part of the collective agreement.
It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

LETTER OF AGREEMENT

BETWEEN:

**SERVICE, HEALTH AND ALLIED WORKERS UNION, CLAC
LOCAL 501
(the Union)**

AND:

**EXECUTIVE HOTELS AND RESORTS
(the Employer)**

The Parties to this Letter of Agreement agree to the following terms and conditions which apply only to employees working in restaurant operations at the Executive Hotel – Richmond.

1. All Freebird Restaurant employees hired prior to January 1, 2023, will be grandfathered at their current hourly rate and will receive the following increases retroactively applied to June 16, 2022.
 - Kitchen – 6% increase
 - Servers – 5% increase

2. The above noted employees will receive increases as follows:
 - October 1, 2023 – 2%
 - October 1, 2024 – 2%
 - October 1, 2025 – 2%

3. Servers and Dishwashers will be paid at least seventy-five cents (\$0.75) above the current BC Minimum Wage as per the Employment Standards Act. Anytime the minimum wage increases Server and Dishwasher wages will be increased to

maintain the seventy-five cent (\$0.75) differential from minimum wage.

4. Cooks will be classified into three (3) categories based on skill level when hired and then, based on reviews, can apply for, and be promoted to higher levels as determined:

- Prep Cook 1 (Entry Level): \$3.00 over minimum wage
- Prep Cook 2 (Mid Level – or 18 months employment at Freebird): \$4.00 over minimum wage
- Prep Cook 3 (Senior Level – or 36 months employment at Freebird): \$5.00 over minimum wage

Dated at _____, BC this _____ day of _____, 2023.

Signed on behalf of
**Executive Hotels and
Resorts**

Signed on behalf of
**Service, Health, Manufacturing,
and Allied Workers Union,
CLAC Local 501**

Authorized Signatory

Authorized Representative

Authorized Signatory

Authorized Representative

BENEFIT PLAN - FREQUENTLY ASKED QUESTIONS

1. When do my benefits start?

Your benefits will commence when the conditions for eligibility as set out in your collective agreement have been met by you.

2. What must I do to enroll?

You must make sure that your completed enrolment form is mailed to the CLAC Benefits Team. You should receive this form in your sign-on package.

3. When will I receive my benefit start package?

You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefit start date was April 1, you would expect to see your package around May 15.

4. Why does it take this long?

This is the time required for your employer to send the information for the Benefits Team to process this information, and for your package to be prepared and mailed.

5. What if I have claims before I receive my benefit start package?

Any eligible claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.

6. How do I make a claim?

All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to the provider with a completed claim form.

- 7. Can my dentist submit claims directly?**
Yes. Your dentist can submit your claims electronically.
- 8. Where do I get claim forms?**
- *your union steward*
 - *CLAC's website, www.clac.ca*
 - *the nearest CLAC Member Centre*
 - *the CLAC Benefits Team: 1-888-600-2522*
- 9. Will I receive a prescription drug card?**
Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card about a week after you receive your benefit start package.
- 10. What if I don't receive my prescription drug card?**
You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefits Team at 1-888-600-2522 to make sure you receive one.
- 11. How do I make a disability claim?**
You must contact the Benefits Team for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the Benefits Team for processing.
- 12. Does my plan cover me if I am travelling outside of Canada?**
Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefits Team if you have any questions.

13. What is the Employee Family Assistance Plan (EFAP)?

Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call the CLAC Benefits Team for more information.

Pension Plan Questions

1. What must I do to enrol in the Pension Plan?

Complete the application form and beneficiary form (included in your new employee package) and return both to the CLAC Retirement MemberCare centre.

2. Who should I call if I have questions?

Contact the CLAC Retirement MemberCare team by phone at 1.800.210.0200 or by email at retire@clac.ca

For more information on your CLAC Retirement Plans, contact the CLAC Retirement team or log on to myCLAC at www.clac.ca .

After logging in, click on “View Retirement”.