

Memorandum of Final Settlement

Negotiations Between

Sodexo Canada Limited
at
Cedar Valley Lodge

("the Employer")

AND


Unite Here Local 40 and IBEW 993

("the Poly-Party" or "the Union")


The following represents a full and final settlement of the first collective agreement between the parties, for a one-year term commencing the date of ratification.

1. All proposals not addressed in this memorandum are considered to be withdrawn on a without prejudice basis.
2. All terms and conditions shall become effective the date of ratification unless otherwise set forth in the matters agreed to thus far and in this tentative agreement.
3. This Agreement is tentative pending ratification by the Union's members

Signed on behalf of the Union



Signed on behalf of the Employer



Signed on this 21th day of July, 2023.

SIGNING BONUS

In lieu of future application for past external funding premiums in all positions over the life of this agreement.

All employees with more than 18 months' service shall receive a lump sum bonus of **\$6,000** at ratification. Employees may elect whether to receive this bonus as wages or as pension credit hours.

All employees with less than 18 months' service shall receive a lump sum bonus of **\$2,000** at ratification. Employees may elect whether to receive this bonus as wages or as pension credit hours.

NEW: Letter of Understanding re: Existing Premium

Whereas in October of 2022 certain Sodexo employees were identified as being eligible to receive a premium for jobs requiring a certain ticket or license experiencing recruitment and retention challenges;

And whereas those employees were advised that this premium meant to address current market demands would be retroactive to August 1, 2022;

Now therefore the Parties agree:

Over the life of this agreement, if external funding for such premium ceases to exist, Sodexo will maintain this premium on its own accord for those currently in receipt of it until the end of this agreement. In the event that Sodexo begins to pay this premium, it is understood that the terms and conditions of this premium remain the same. Namely, this premium does not impact base wage rate, does not increase year over year, and is not impacted by hours paid at premium rates such as overtime and/or statutory holidays. This LoU shall expire at the end of the agreement.

NEW: Letter of Understanding re: Camp Closure

Whereas during the 2023 collective bargaining agreement negotiations the Parties had extensive discussions relating to term;

And whereas the Union requested specific information relating to closure in order to agree to a 1 year term effective date of ratification,

Now therefore The Employer confirms that over the life of this agreement, there shall be no camp closure due to project progress or completion.

In the event such closure arising from the progress or conclusion of the project does occur in the life of this agreement, the parties shall immediately convene to discuss and mutually agree to terms of closure.

NEW Letter of Understanding re: Check-out Cleaning Workload

The parties agree to meet within 60 days of ratification to specifically discuss any issues arising from the current practice of linen removal and replenishment.

NEW Letter of Understanding re: Food Runner/Busser classification

Following the commencement of the operation of the new kitchen in the Latitude 54 Lounge, the parties will meet within 30 days of either party's request to discuss the potential for creation of a food runner/busser classification.

ARTICLE 1 – BARGAINING AGENCY

Section 1: Recognition

The Company recognizes the Union as the exclusive bargaining agent for all of its employees employed in the performance or provisions of lodge operations at the Cedar Valley Lodge – 100-1 Smelter Site Road, Kitimat, BC – except for Managers, Supervisors or Administrative Staff

Section 2: Work

No person whose regular job is not in the bargaining unit will work on any job for which rates are established by this Agreement, except for the purpose of instruction, experimentation, management training, in which case trainees shall not displace or replace any Employee in the aforesaid classifications except in cases of emergency when regular Employees are not available.

The Employer signatory to this Agreement will not subcontract any work within the jurisdiction of the UNITE HERE Local 40, which is to be performed at the job site, except to a contractor who is signatory to this Agreement. The Employer shall be permitted the current practice of using outside contractors for various skilled maintenance work when bargaining unit employees are not available, with preference being given to Building Trades contractors in the local area. List to be provided current to date of signing this agreement.

Section 3: Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon, with a minimum of seventy-two (72) hours' notice, for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between the Company and the Union. Meetings shall include any meetings called for the purposes of labour relations issues, bargaining issues including grievance meetings and Local Agreements. Where such meetings are held during working hours, employee time will not be deducted for attending such meetings. Meetings will be limited in size to three (3) management and three (3) Union representatives, additional attendees may attend by mutual agreement.

Section 4: Bargaining Authority

The Company and the Union agree that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The Company agrees that the only certification it will recognize during the term of this Agreement is that of **UNITE HERE Local 40 and IBEW Local 993** unless ordered by due process of law to recognize some other bargaining authority.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1: Management Rights

Subject to the provisions of this Agreement, the Union acknowledges that the Company has and retains the exclusive right and responsibility to manage its operations as it sees fit, including but not limited to the following:

- (a) To plan, direct and control operations, to schedule productions and other activities, to determine the products to be produced and the methods, processes, and means of productions and other activities, to determine the location of operational facilities and the extent to which a facility or any part of the facility shall be operated.
- (b) To hire, promote, demote, and lay-off employees and to discipline, suspend and discharge employees for proper cause.
- (c) To direct the employees, including the right to decide on the number of employees needed by the Company, or the number of employees required for any task at any time, to change the number of employees assigned to any task, to organize the work to assign the work, to schedule shifts, to maintain order, discipline, and efficiency in the operations. **The Company will not**

unreasonably exercise this right in a way that is disproportionate to workload and camp occupancy.

- (d) The selection of **non-bargaining unit** Managers/Supervisors shall be entirely a matter for the Company's discretion.
- (e) **To make and to alter from time-to-time rules and regulations to be observed by all Employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect. It is understood that the Union reserves the right to grieve any rules or policies implemented by the Employer at its sole discretion.**

Section 2: Limitations

This Article will not be used in a discriminatory manner against any person, employee or group of employees (including Trade Unions or their members) and management rights under this Article shall not be exercised in any way inconsistent with or contrary to any of the terms or provisions of this Agreement.

ARTICLE 3 – UNION SECURITY

Section 1: Co-operation

The Company will co-operate with the Union in obtaining and retaining as members the employees as defined in this Agreement, and to this end will present to new employees and to all supervisors and foremen the policy herein expressed.

The Company will provide all new employees with a copy of the Collective Agreement and an introductory meeting with a **Job Steward/Shop Steward/Union Committee member or Union** representative at the time of hiring.

Section 2: Union Shop

Each employee shall, at the time of hiring and as a condition of employment or continued employment become a member of the Union and maintain membership therein. Any employee who is a member in good standing, or is reinstated as a member of the Union shall as a condition of continued employment maintain such membership in good standing.

Section 3: Discharge of Non-members

Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain his membership.

Section 4: Union Membership

No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the Union's Constitution and in accordance with the By-Laws of the Union.

Section 5: No Discrimination for Union Activity

The Company and the Union agree that there shall be no discrimination against any employee for past or present Union membership or Union activity.

Section 7: Bulletin Boards

The Company shall provide space for one bulletin board at **each of** the Front Desk, Housekeeping, Kitchen, and Maintenance departments for posting of legitimate Union materials as approved for posting by the Stewards.

Section 8: Check-off

The Company shall require all new employees at the time of hiring to execute an assignment of wages in duplicate, the forms to be supplied by the Union. Said forms shall be effective upon hiring and be forwarded to the Union not later than fifteen (15) calendar days following the date of hire.

In the event an employee is in arrears of Union dues the Local Union shall notify the Company and the employee by letter, of the amount of back dues owed.

The Company shall remit the dues deducted pursuant to such assignment to **UNITE HERE Local 40 and IBEW Local 993** not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction. Such deduction shall appear on each employee's annual Statement of Remuneration (T4).

Section 9: Recognition and Rights of Stewards

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

There shall be four (4) job stewards per project—two in the kitchen department and two in the housekeeping department, or as otherwise designated by the Union, and they shall not be discriminated against in the execution of their duties as job stewards. The job stewards shall be recognized as the spokespersons for the Union. The Union will notify the Employer, in writing, the names of the job stewards who are to be recognized as the spokespersons and any changes thereof. The job stewards shall not be terminated from their classifications, except on job completion (no other Employee remains employed within his classification) or, if terminated for cause, in which case such cause shall be stated in writing to the Union within seven (7) working days of such termination.

When the number of rooms occupied at the Lodge is below two thousand (2000) the job stewards shall be scheduled to perform Union/Management work for three (3) hours per day with the remainder of the shift performing bargaining unit work. When the number of rooms occupied at the Lodge is in excess of two thousand (2000) the job steward shall be scheduled to perform Union/Management work for four (4) hours per day with the remainder of the shift performing bargaining unit work.

The members on the project may elect or appoint shop stewards whose duties will be to assist the job steward up to Stage 1 of the grievance procedure and to assist coworkers in discipline meetings as needed. Appointed shop stewards are not permitted to use scheduled work time to complete union management work without first notifying their immediate supervisor. Such requests shall not be unreasonably denied.

Section 10: Union Representation

- (a) The Employee shall have the right to have Union Representation present at any discussion where the Supervisor intends to interview that employee for disciplinary purposes. The Supervisor shall make every effort to notify the employee in advance of the purpose of the meeting in order that the Employee may contact his/her **Job Steward or Shop Steward**, providing that this does not result in an undue delay of the appropriate action being taken.

- (b) The Union **Job Steward or** Shop Steward and new employees shall be given the opportunity to meet within regular working hours of the new Employee without loss of pay for twenty (20) minutes during the first two (2) rotations of their employment.
- (c) Upon request, the Company shall make available to the Union, Seniority Lists containing information required by the Union such as job descriptions, positions in the Bargaining Unit, wage rates, information, reports, **contact information (including but not limited to phone number, email address, home address)** and records.

Section 11: Access to Operation

Subject to site rules, representatives of the Union shall have access to all jobs and units during working hours subject to providing reasonable notice to the Employer prior to seeking access. The Business Representative must comply with all site access rules. Such access shall not interfere with operational service requirements.

Section 12: Social Insurance Number

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

Section 13: Company Policies

Policies made by the Company will not conflict with this Collective Agreement. The Union will be provided copies of all policies upon request.

NEW Section 14: Union Dispatch

The parties agree that the Union shall have the right to dispatch up to fifty percent (50%) of the Employer's new staff requirements per project.

ARTICLE 4 – JOINT UNION/MANAGEMENT CONSULTATION

Section 1: Labour/Management Consultation Committee

A Labour/Management Committee shall be formed of two (2) management and/or supervisory employees and two (2) **job stewards/union committee members**/shop stewards from the site and a Local Union Rep. This Committee shall meet at the request of either Party. The purpose of this Committee is to promote the cooperative resolution of workplace issues, to foster the development of work-related skills and to promote workplace productivity.

ARTICLE 5 – TECHNOLOGICAL CHANGE/ADJUSTMENT

Section 54 of the *Code* applies to this Agreement. It states:

- 54 (1) If the Company 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 a Collective Agreement applies,
- (a) the Company must give notice to the Trade Union that is party to the Collective Agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
 - (b) after notice has been given, the Company and Trade Union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternative to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the Parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Company and the Trade Union.
- (3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by Section 65 of the *Employment Standards Act* from the application of Section 64 of that Act.

ARTICLE 6 – HOURS OF WORK

Section 1: Hours of Work

The normal work schedule rotation for Employees shall be as follows:

- 14 days on followed by 7 days off
- Optional 14 days on 14 days off for Maintenance Staff
- Optional 5 days on and 2 days off for employees who reside locally

Following ratification, no current employee will have their existing rotation changed without mutual agreement. The required rotations for future vacant maintenance positions will be determined by management at time of hire.

The normal length of a shift for 1st Cooks, Lead General Helpers, Lead Dishwashers, and Lead Receivers shall be 11 hours per day. For all other classifications the normal length of shift shall be 10 hours per day. Where there is insufficient work based on service requirements within the Lounge, the Employer will assign work in other classifications for the balance of the 10 hour shift.

In the event that the Employer requires modifications to the normal rotation schedule or to the length of shift due to operational requirements, the Employer will seek agreement from the Union and/or the job steward and such agreement will not be unreasonably denied.

An employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work will receive a minimum of five (5) hours pay at their prevailing hourly rate.

The Employer shall not schedule split shifts that exceed 12 hours beyond commencement of shift. In the rare event that this may occur, all hours worked after twelve (12) hours from commencement of the shift shall be paid at a premium rate of, i.e. Monday through Friday at time and one-half (1 ½) the base hourly rate for his classification.

An Employee whose work schedule requires him to work a split shift shall be paid an additional forty-five cents (45¢) per hour.

Section 2: Overtime

- (a) Any hours worked by an employee in excess of eight hours per day shall be paid at time and one-half (1.5x) the base hourly rate up to eleven (11) hours worked per day.
- (b) Any hours worked in excess of eleven (11) hours per day, will be paid at the rate of double time (2x) the base hourly rate.
- (c) All overtime hours shall be pre-approved by the Company. **Incidental overtime occurring as a result of an employee completing their assigned duties will be discussed between the employee and their supervisor.**
- (d) All hours worked on a Saturday and Sunday shall be paid at the rate of one-half (1.5x) the base hourly rate.
- (e) **The first eight (8) hours of work performed Monday to Friday on any days before or after the normal 14 day rotation shall be paid at time and one half (1.5x) the base hourly rate.**

Section 3: Rest Periods and Meal Breaks

All Employees shall be allowed two (2) paid fifteen (15) minutes rest periods and one (1) thirty (30) minute unpaid meal break each at a time to be determined by the Employer. All Employees working shifts over 10 hours shall receive an additional unpaid fifteen (15) minute rest period.

ARTICLE 7 – ANNUAL VACATION

Section 1: Entitlement

Annual Vacations shall be earned at the rate of:

- (a) After one (1) year of continuous service employees shall receive fourteen (14) normal working days of vacation annually, paid at 6% of gross earnings in the previous calendar year.
- (b) After **18 months** of continuous service employees shall receive twenty (20) normal working days of vacation annually, paid at 8% of gross earnings in the previous calendar year

Section 2: Vacation Pay

- (a) Provided employees submit their vacation requests by the prescribed timelines in (b), the Company shall pay to the employee 9.5 hours per day of vacation pay at their regular rate up to the maximum accrued vacation, balance from the previous year for their vacation days taken. This shall be paid on the payday immediately prior to the commencement of his/her vacation. Pay for first come first serve requests received and approved after the March 15th and September 15th timelines will be reflected on the pay day immediately following the commencement of their vacation.
- (b) **Within each department, employees with the greatest classification seniority will be permitted to choose one scheduled week of vacation, followed by the employee with the next greatest general seniority. This process is then repeated for the remaining vacation weeks. Vacation requests will be submitted before March 15th and September 15th of each calendar year to maintain your seniority rights for vacation entitlement. Any vacation requests made after March 15th and September 15th of the calendar year will be made on a first come first served bases and approved based on operational requirements.**

Section 3: Vacation Time

- (a) **Vacations for employees shall be taken at such time as mutually agreed upon by the Union and/or Job Stewards and the Company when quantity and regularity of production shall not be impaired.**
- (b) **The employee will have the option to forego (i.e. be “paid out”) any part of their earned vacation in excess of statutory minimums:**
 - (i) **Five years’ service or less – at least 2 weeks’ vacation**
 - (ii) **Greater than five years’ service – at least 3 weeks’ vacation**

Section 4: Vacation Pay on Termination

An employee whose employment is terminated shall receive any unused vacation entitlement pay earned during the period of vacation entitlement in accordance with Article 7, Section 1.

ARTICLE 8 – STATUTORY HOLIDAYS

Section 1:

“Statutory Holiday” means New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, **Truth and Reconciliation Day**, and any other holiday prescribed by regulation.

Section 2: Entitlement

Any employee who has been employed by the Company for at least thirty (30) calendar days is entitled to statutory holiday pay.

All leave of absences for Union business of less than thirty (30) calendar days will be considered time worked for the purposes of calculating Statutory Holiday pay.

Section 3: Statutory Holiday Pay

- (a) An eligible employee who is given a day off on a statutory holiday, or is given a day off instead of the statutory holiday, will be paid for the statutory holiday based on their regular daily hours of work at their regular rate of pay earned during the previous thirty (30) calendar days preceding the statutory holiday.
- (b) The average day's pay provided applies whether or not the statutory holiday falls on the employee's regularly scheduled day off.
- (c) An eligible employee who works on a statutory holiday must be paid:
 - (i) Time and one-half (1.5x) the employee's regular wage for the time worked up to eleven (11) hours.
 - (ii) Double (2x) the employee's regular wage for any time worked over eleven (11) hours.

ARTICLE 9 – SENIORITY

Section 1: Principle

“House Seniority” is reflective of length of employment within the bargaining unit since the most recent date of hire. “Classification Seniority” shall be the governing factor for scheduling, vacation requests, job postings, overtime and maximizing of hours. **House Seniority shall be the governing factor in the event of layoff, bumping and recall.**

The layoff procedure shall be as follows:

Employees will be laid off in reverse order of house seniority, **and may bump into other classifications if they have previously worked in those classifications at the site.**

Section 2: Recall

- (a) Employees will be recalled in order of **Classification** Seniority within the Operational Unit provided that the employee has the qualifications to perform the required job functions. The Company will contact the employee by telephone and give the employee a verbal Notice of Recall. If the Company attempts but does not contact the employee by telephone then the Company will send a written Notice of Recall to the employee with a copy to the Union by **email or** registered mail or by courier to the employee at the employee's last known address.
- (b) The employee must reply to the call to work within seven (7) calendar days of proof of delivery of call to work and report to work on a specified day.
- (c) It shall be the Company's responsibility to maintain an address file of his employees and it shall be the employee's responsibility to notify his employer and Local Union in writing of any change of address and other contact information.

Section 3: Retention during Layoff

It is agreed between the Parties that seniority during layoffs shall be retained

Section 4: Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it is agreed that all employees are hired on probation, the probationary period to continue for **forty-two (42) days** worked. During the probationary period, they are to be considered temporary workers only and during this same period, no seniority rights shall be recognized. Upon completion of the probation period, the employee shall be entitled to seniority dating back to the first day worked.

The Parties acknowledge that a probationary employee is employed on a trial basis and may be terminated from employment for unsatisfactory performance or unsuitability as determined by the Company or for reasons less serious than the just and reasonable cause standard applied to employees who have successfully completed their probation.

Section 5: Loss of Seniority

An employee will lose all seniority and employment will be deemed to have terminated if the employee:

- voluntarily leaves the employ of the Company;
- is discharged by the Company for proper cause;
- fails to reply to a recall notice within seven (7) calendar days of the recall notice;
- is absent without leave;
- accepts a severance package.

Section 6: Bumping Provisions

- (a) In the event of a layoff, the Company shall supply to an employee and the Union designate an accurate list of employees that may be bumped by the employee based on their **house seniority and list of positions worked previously at site**. An employee must exercise their bump option within five (5) days of receiving the lists.
- (b) The employee shall receive the rate of pay for the new position.

Section 7: Individual Termination Pay

When an employee is terminated, except for 1) proper cause, 2) decline of recall and the group termination provisions of the *Employment Standards Act* do not apply; employees will be paid or provided the equivalent working notice in accordance with the following:

- after three (3) consecutive months of employment the equivalent of one (1) weeks' pay;
- after twelve (12) months of continuous employment the equivalent to two (2) weeks' pay;
- after two (2) years of continuous employment the equivalent of three (3) weeks' pay; and
- for each additional year of continuous employment, the equivalent of one (1) additional week's pay to a maximum of the equivalent of eight (8) weeks' pay.

Section 8: JOB POSTINGS

The following will apply where there are permanent and temporary job vacancies:

The Employer shall post all job vacancies internally and externally for a minimum of **ten (10) days**. **Provided applicants hold the necessary qualifications, seniority shall be the governing factor** except in case of emergency or as otherwise stated in this collective agreement. If there are no successful applicants internally, only then will the Employer hire externally.

Employees wishing to bid on a posting shall make their intention known in writing to the Employer **and shall apply per the instructions of the posting, including attachment of any applicable documentation such as resumes and trade certifications.**

Internal applicants who are successful shall be given a trial period of up to fourteen (14) shifts. During this trial period, the Employee must demonstrate that she/he can satisfy the requirement of the work performance criteria for the job, to the satisfaction of the Employer.

During the trial period, an Employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to his/her former position, without loss of seniority. In such cases, the Employer shall have the right to require all Employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.

Section 9: DIVERSITY AND INCLUSION

The parties commit to workforce diversity as part of a dynamic, inclusive process for building organizational excellence and ensuring all employees are full partners. As part of this, the Employer shall ensure that equitable training and transfer of skills be available to all employees to facilitate equal opportunity for internal promotions.

After the internal job posting process has been exhausted and there is a requirement to hire externally, the **Parties** shall prioritize hiring of Indigenous and local communities with a commitment to the principles of diversity, equity, and inclusion.

Within 30 days of ratification, the parties will meet to discuss and form a Diversity, Equity, and Inclusion Committee on site. This committee will meet within 30 60 days following ratification, with future cadence of meetings to be determined by the committee. The purpose of the committee shall be to find opportunities to promote within the site based on diversity and inclusion, and address day-to-day concerns and creating an environment that is supportive of all employees.

ARTICLE 10 – PERSONAL LEAVE OF ABSENCE

The Parties agree that at a minimum all employees will be afforded the Employment Standards Act (ESA) legislated requirements unless the provision of this Article exceeds the requirement. **It is understood that the foregoing leaves are not meant to substitute for unapproved vacation or other absences for personal reasons where employees are able to plan ahead of time. Any leave requests not covered by the ESA or below will be submitted with two (2) weeks' notice to the Employer. Employees experiencing extenuating circumstances may have their leave requests assessed on a case-by-case basis.**

Section 1: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness, subject to a medical certificate if requested by the Company. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

Section 2: Pregnancy and Parental Leave

- (a) Employees shall be entitled to unpaid pregnancy leave of up to seventeen (17) weeks.
- (b) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under Section 2(a).
- (c) On the advice of their doctor, if a pregnant employee requests a transfer due to workplace conditions, she will be provided alternate work, if available.
- (d) Employees shall be entitled to unpaid parental leave of up to thirty-seven (37) weeks.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Section 2(d).
- (f) An employee's combined entitlement to leave under section 2(a) and Section 2 (d) is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under Section 2(b) or Section 2(e).

Section 3: Written Permission

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Section 1 above.

Section 4: Family Responsibility and Compassionate Care Leave

Family Leave:

An employee is entitled to up to five (5) days of unpaid Family Leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or;
- (b) the care or health of any other member of the employee's immediate family.

Compassionate Care Leave:

- (a) In the following sub-sections "family member" means a member of the employee's immediate family and includes the spouse, child, parent, guardian, sibling, grandchild or grandparent of any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents and step- children and same-sex partners and their children as long as they live with the employee as a member of the employee's family.
- (b) An employee who requests Compassionate Care Leave under this Section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks or such other period as may be prescribed after:
 - (i) the date the certificate is issued, or
 - (ii) if the leave began before the date the certificate is issued, the date the leave began.
- (c) The employee must give the Company a copy of the certificate as soon as practicable.
- (d) An employee may begin a leave under this Section no earlier than the first day of the week in which the period under subsection (b) begins.
- (e) A leave under this subsection ends on the last day of the week in which the earlier of the following occurs:
 - (i) the family member dies;
 - (ii) the expiration of twenty (26) weeks or other prescribed period from the date the leave began.
- (f) A leave taken under this subsection must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this Section and the family member to whom the subsection applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with this subsection.

Section 5: Compassionate Leave

The Company will grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:

- (a) That the employee applies at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company shall grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

Section 6: Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an appropriate leave of absence for which he shall be compensated at his regular straight-time hourly rate of pay for his regular work schedule for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brother-in-law, sister-in-law, stepchildren, step-parents, grandparents, grandparents-in-law, and grandchildren.
- (c) Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- (d) Additional days off under this Section will be granted but shall be taken without pay.

Section 7: Union Business

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are appointed or elected as representatives to attend to Union business in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in

Clauses (a) and (b) above, the Company will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

Section 8: Public Office

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial, Municipal, Regional office shall be granted as much leave as is necessary during the term of such office. Such political office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting such business.
- (c) The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of public office.

Section 9: Jury or Crown and Coroner's Witness Duty

Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness on a day on which he/she would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty, Coroner's Duty or as a Crown Witness or Coroner's Witness and their regular straight-time hourly rate of pay for their regularly scheduled hours of work based on the employee's proof of pay for such duty. It is understood that such reimbursement shall not be for hours in excess of eight (8) or twelve (12) per day depending on the employee's regular schedule less the pay received for Jury Duty, Coroner's duty or Crown Witness or Coroner's Witness Fees. The employee will be required to furnish proof of Jury Service and Jury Duty, coroner's duty or as a Crown Witness or Coroner's Witness pay received.

Hours paid pursuant to this section will be counted as hours worked for the purpose of qualifying for seniority, vacations and statutory holidays, but not for other purposes, including overtime computation.

ARTICLE 11 – ADJUSTMENT OF GRIEVANCES

Section 1: Procedure

The Company and the Union mutually agree that, when a grievance arises under the terms of this Agreement, it shall be taken up in the manner set out below:

Informal Step:

The individual employee involved, with or without a **Job Steward** or Shop Steward, shall first **attempt** to take up the matter with the supervisor directly in charge of the work within fourteen (14) days after the date on which he is notified verbally or in writing, or on which he ought to have been aware of the action or circumstances giving rise to the **issue**. **Every effort will be made by Job Steward/Shop Steward and supervisor to resolve the issue.**

Formal Grievance - Step One

If a satisfactory settlement is not reached **or not possible at the informal step**, the Shop Committee shall take up the grievance with the General Manager or Assistant General Manager as designated by the Company. A statement in writing of the alleged grievance by the griever, together with a statement in writing by the supervisor, shall be exchanged by the Parties concerned. Where the Union advances a grievance as a group or et al. grievance, such grievance will begin at Step Two.

Step Two

If a satisfactory settlement is not reached at Step One ~~Two~~, it shall be referred to the Union Representative and Company District/Regional Management as designated by the Company. A policy grievance filed, the Local Union or by the Company, shall commence at Step Two of the grievance procedure.

Step Three

If a satisfactory settlement is not reached at Step Two, it shall be dealt with by arbitration as set forth in Article 12.

Section 2: Time Limit

If a grievance has not advanced to the next stage under Steps Two, or Three, within **fourteen (14)** days after completion of the preceding step, then the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. **Where the Union or management are not able to observe this time limit by reason of the absence of the aggrieved employee, or Job steward/Shop Steward/Union Representative, or involved members of management are away from the camp the said time limit shall not apply.** The **parties** shall be bound to proceed in such a case as quickly as may be reasonably possible.

ARTICLE 12 – ARBITRATION

Arbitration: Should the **grievance** process fail a solution of a problem, then within five (5) days following, either party can refer the matter to an Arbitrator. Within five (5) days of the matter being referred to Arbitration, the parties shall mutually agree on an Arbitrator at the earliest date possible for all parties. The Arbitrator shall, within **ninety (90)** days of appointment, hear the parties and give its decision. Such decision shall be final and binding on the parties. The **ninety (90)** day period may be enlarged or abridged by mutual consent of the parties to the Arbitration. Each of the parties shall pay his own costs and expenses of arbitration and split the costs of the Arbitrator.

Section 2: Expedited Arbitration

To facilitate the timely resolution of grievance matters, which remain unresolved following the conclusion of the procedures for Adjustment of Grievance contained in Article 11, the Parties agree to implement an expedited arbitration procedure, as follows:

- (a) One Arbitrator will be mutually agreed upon to serve as Chairperson to resolve disputes referred to expedited arbitration.
- (b) The agreement of both Parties will be required before advancing a grievance to the expedited arbitration procedure. However, once the Parties have agreed to proceed to the expedited arbitration procedure, that decision shall not be revoked except with the consent of both Parties.
- (c) The Parties will meet within fourteen (14) days following the date of the 3rd stage response to decide on proceeding to expedited arbitration unless there is mutual agreement to extend the time limit.
- (d) The Parties will attempt to develop an agreed Statement of Fact for submission to the Chairperson. In the event that the Parties cannot agree on all of the facts, each party shall submit a full statement of all facts upon which they rely to the Chairperson. In addition, each side will develop written submissions outlining their respective position and argument on the dispute for the consideration of the Chairperson. Both the Statement(s) of Fact and the written submissions of the Parties will be provided to the Chairperson no later than fourteen (14) days prior to the hearing date and the written submissions of the Parties will be exchanged at that same time.
- (e) Witnesses and oral submissions from the Parties during the hearing will be at the discretion of the Chairperson.
- (f) Decisions by the Chairperson will be accompanied by a brief rationale for the decision. All decisions of the Chairpersons are limited to the dispute at hand and will be without precedent or prejudice to any and all existing or future grievance, arbitration, and interpretation matters. Decisions of the Chairperson are to be rendered within ten (10) days of the hearing.
- (g) The Parties agree that the decision of the Chairperson is final and binding and will not be subject to appeal or review.
- (h) The Parties further agree that this Section is entered into on a trial basis and will expire in accordance with the terms of this Agreement.

Section 3: Cost Sharing

The Parties shall jointly bear the cost of the arbitrator.

Section 4: Place of Hearing

Any arbitration to be held hereunder shall be held at the City of Kitimat or at such other place as may be decided by the Parties.

Section 5: Discipline

All discipline issued will subsequently be removed from his or her file as soon as the Employee has been employed for a further continuous period of twelve (12) months without incurring an additional disciplinary penalty of any kind.

Effective the date of ratification of this Agreement, all future disciplines related to missed flights and late check-outs shall be treated as a separate disciplinary track from all other disciplines.

Any discipline on file at time of ratification relating to late check-outs shall be removed upon ratification.

ARTICLE 13 – WAGES AND JOB RATE RULES

Section 1: Wages

Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "B", however, an employee will not be prevented from receiving a higher rate of pay for their classification at the Company's sole discretion or by mutual agreement between the Parties.

There shall be no requirement to work a multiple classification where there is an established ten (10) hour workload within the Employee's classification. In the event there is an operational need to work in a different classification than an individual's own and subject to provincial standards for minimum daily rest, the Employer will offer this first in overtime by order of seniority. Where there are insufficient volunteers or employees available, the Employer will assign the most junior employees to complete the work required in the other classification.

Where an Employee works in a higher hourly wage classification he shall be paid the higher rate for a minimum of five (5) hours. If he works more than five (5) hours at the higher wage rate classification, he shall be paid the higher rate for the entire shift.

The Company reserves the right to transfer employees into other classifications for accommodation purposes that enable either progressive return to work purposes or accommodation requirements. Any employee that falls under this provision will retain their job classification rate of pay at the time of transfer and/or accommodation for the duration of this transfer.

Section 2: Temporary Transfers

A temporary transfer shall not normally exceed 28 days after which the Employee shall either revert to his previous classification or transfer to the new classification job, except where the Employee is substituting for an Employee absent for reasons of sickness, accident, vacation or other approved absence, in which case the temporary transfer may extend for a longer period.

The Company agrees to notify the Union within **twenty-eight (28)** days of any new classifications they add to the Bargaining Unit during the term of this Collective Agreement. When any new positions are created the Parties will meet in an effort to negotiate a rate of pay and conditions for the new position. If the Parties are unable to reach an agreement the issue will be referred to a third party to reach a binding resolve.

Section 3: Temporary Employee Transfers to Other Sites

In the event that work opportunities arise at other Sodexo sites, the following rules shall govern the transfer of employees:

- Employees in the classification that is required will be canvassed by seniority order
- Such work opportunities shall be optional to the workforce
- The terms and conditions of this collective agreement shall apply while the employee is working at another Sodexo site
- In the event that issues of a disciplinary or investigative nature arise while the employee is at the other site, the employee shall not be limited in access to union representation and the grievance procedure
- Employees will be notified at the time of posting of the duration of the transfer and, any extension to the duration must be mutually agreed between the employee and the Company. The employee may exercise their right to return to their home site at any point during the temporary transfer.

ARTICLE 14 – PAY DAYS

The Company shall provide for pay days every second week and at that time each employee shall be furnished with an itemized and detailed statement of earnings and deductions.

Specifically, Pay Deposit Notices will identify information pertaining to separate itemized descriptive listings of all earnings (including but not limited to rates paid, hours worked, dates worked, premiums applied, lost time and vacation pay) and a separate itemized

descriptive listing of all employee deductions and deductions paid by the Company on behalf of the employee (including but not limited to union dues, statutory deductions, pension, long term disability, and all other health & welfare benefits). All earnings and deductions for the current period will be accompanied by the same corresponding year- to-date information.

All employees shall provide the Company with a bank account number and the name and address of the financial institution where the account is held. The Company shall have the right to deposit the employee's pay into the account directly by electronic means (e.g. direct deposit). All current and new employees are to be paid by direct deposit only and shall be required to continue to maintain a bank account for the purpose of receiving their pay by direct deposit, and shall promptly inform the Company of any changes to their banking arrangements in advance of their scheduled pay deposit.

ARTICLE 15 – HEALTH AND WELFARE BENEFITS

Employees who have successfully completed their probation period shall participate in the Company-sponsored benefits program. The Company will pay 100% of the premiums for the benefits to the provider designated by the Company.

The details of the benefit plan are as outlined in Appendix D – Health and Welfare Benefit Plan.

Employer will maintain benefit coverage for all employees in the event of an annual seasonal layoff around Christmas/New Year time.

The Employer shall not change the level of benefits for union members during the life of this agreement.

NEW ARTICLE PENSION PLAN

For employees hired prior to December 31st, 2021, one dollar (\$1.00) per hour worked shall be contributed by the Employer.

For employees hired after December 31, 2021, with more than one year seniority, seventy-five cents (\$0.75) per hour worked shall be contributed by the Employer.

For employees hired after December 31, 2021, with less than one year seniority, fifty cents (\$0.50) per hour worked shall be contributed by the Employer.

For the above-noted amounts, within fourteen (14) days of ratification, the Union will advise which option these funds will be contributed to (an RRSP or the Unite Here Local 40 Hospitality Workers Pension Plan or the IBEW 993 Plan, in trust, or such other person or corporation, in trust, as the parties hereto may agree from time to time in writing on behalf of every Employee covered by this Agreement).

On a one-time basis within fourteen (14) days of ratification, the Union will provide the Employer with a list of amounts and employees who wish to voluntarily have deductions from the Company payroll be remitted into the Unite Here Local 40 Hospitality Workers Pension Plan or the IBEW 993 Plan (Maintenance employees).

NEW ARTICLE MONTHLY ASSESSMENT ACCOUNT

It is agreed that the Employer shall contribute thirteen cents (13¢) for each hour worked by each Employee covered by this Agreement to the Monthly Assessment Account.

NEW ARTICLE CONTRACT ADMINISTRATION FUND

It is agreed that the Employer shall contribute twelve (12) cents for each hour worked by each Employee covered by this Agreement to the Union Contract Administration Fund.

NEW ARTICLE BCYT COUNCIL FUND

The Employer agrees to remit to the Secretary of UNITE HERE, Local 40, or IBEW Local 993, an amount equal to eight cents (8¢) for each hour worked by each Employee covered by this Agreement.

NEW ARTICLE REHABILITATION FUND

The Employer shall make contributions at the rate of two cents (2¢) per hour for each hour worked for each Employee covered by this Agreement to the Construction Industry Rehabilitation Fund.

NEW ARTICLE REMITTANCE

The Employer agrees to forward all monies payable in respect of all funds on or before the fifteenth (15th) day of the month following the actual performance of work and shall forward such contributions between the first (1st) and fifteenth (15th) days of each month.

A form shall be supplied by the Union for the Employer to identify all contributions as required by this clause and such form shall indicate the address to which contributions shall be sent.

The Business Representative of Local 40 may inspect, during regular working hours, an Employer's records of time worked by Employees and contributions made to the funds. Adequate notice and agreement on time is required.

NEW ARTICLE TRADE QUALIFICATIONS

Journeyman Red Seal certification, or equivalent culinary training is required for future ~~Sous-Chef~~. 1st Cook, and 1st Baker.

ARTICLE 16 – TRAVEL AND LODGING

Section 1: Travel to Kitimat

Employees are responsible to get to the departure hub (e.g. Airport or Park and Ride). The Company will provide transport from the designated hub to the worksite, **including if the Client amends the hubs in the future. This shall apply to BC and Alberta hubs only.** Any active employees at ratification that are travelling from outside BC and Alberta shall also be covered. Employees residing outside BC and Alberta hired after ratification shall not be covered under this language if the Client amends the hubs.

Section 2: Lodging

The Company will provide lodging to all employees that live more than 100km from the site while on rotation. The Company will provide meals to all employees while in camp.

Section 3: Local Travel

Employees who reside in the Terrace area and travel to and from Terrace to site daily shall receive a flat rate travel allowance of **twenty five dollars (\$25.00)** per day worked.

ARTICLE 17 – SAFETY EQUIPMENT

Section 1: Footwear

In addition to the rate in Appendix B, the employer shall pay each employee \$0.08 per hour worked for the purchase and use of required Safety Shoes at the worksite.

ARTICLE 18 – HEALTH & SAFETY

Section 1: Joint Health and Safety Committee

The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of three (3) members elected or appointed by the Union and three (3) members appointed by the Company on each shift for each site.

The general duties of the Occupational Safety and Health Committee shall be to enforce the provisions of the Occupational Health and Safety Acts of British Columbia and,

- (a) To make a monthly inspection of the place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a worker whether or not such injury occurred.
- (c) To hold regular meetings quarterly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

As provided for in the Occupational Health & Safety Act, a worker shall have the right to refuse dangerous work or unsafe work. No disciplinary action shall be taken against any employee by reason of the fact that he has exercised any rights conferred upon him under the Act.

The employee shall be supplied, without cost, all personal protective equipment and other devices deemed necessary to protect employees from injuries arising from their employment with the Company.

One Union Job Steward/Shop Steward/Committee member shall be permitted to attend monthly Health and Safety meetings as an ex officio member.

Section 2: WCB Incidents

Any employee who cannot complete the shift, as directed by a medical practitioner, resulting from an injury sustained while performing their job shall be paid regular wages for the remainder of the shift they were scheduled to work.

Section 3: Housekeeping Workload

Subject to operational requirements, the employer will make best efforts to plan and provide housekeepers with a mixture of room cleans each shift. Housekeepers shall be assigned no more than the following workload during a 10-hour shift if any shift involves only one cleaning type:

- Maximum of 30 light clean rooms, equivalent to 30 credits
- Maximum of 16 linen change rooms, equivalent to 30 credits
- Maximum of 13 check out rooms, equivalent to 30 credits
- If 12 or less check out rooms are assigned, a housekeeper will be assigned occupied rooms to fill the remainder of their shift

Light Clean	Linen Change	Check Out
1 Credit	2 Credits	2 Credits

For a 10-hour shift:

- Housekeepers are given 60 minutes of break per day
- Housekeepers are given 30 minutes for safety meetings
- Any remaining time is allotted to travelling, stocking carts, and returning supplies
- Employer will attempt to keep housekeeping assigned to one dorm for a shift as often as possible
- If a housekeeper is assigned rooms to clean in more than one dorm, they will have one occupied clean deducted from their daily assignments for each additional dorm. (ie. If a housekeeper is assigned rooms in 3 different dorms, their workload shall be reduced by 3 light cleans.)
- Housekeepers who complete their workload with more than 45 minutes remaining in their shift shall report to their supervisor for additional work.
- The parties shall establish a Housekeeping Workload Committee, which will meet regularly to review workload issues.
- Employer will adjust workload by mutual agreement with the Union in the event of scope changes.

Public Area Workloads

Employees cleaning dorms will be assigned 2 dorms per day. Employees assigned 2 dorms will not be assigned work in other buildings. Dorm cleaning includes:

- i. Hallways (every second day)
- ii. Stairways (center daily, ends every second day)
- iii. Laundry Rooms
- iv. Common TV Room
- v. Staff Washrooms
- vi. Stock Janitor Rooms
- vii. Deliver/Retrieve Linen & Garbage Bins

Employees assigned less than 2 dorms will have their other duties assigned per the following guidelines:

- Employees will be rotated through public area assignments to promote training when possible, on a voluntary basis, by seniority
- Employer will attempt to keep employees assigned to one area per shift as often as possible
- Employer will staff janitorial based on buildings in use (dorms, mudrooms, etc.) rather than occupancy
- Employer will adjust workload by mutual agreement with the Union in the event of scope changes.

Kitchen Workloads

1. Employer shall staff the kitchen to account for camp occupancy and fluctuating guest volumes.

ARTICLE 19 – STRIKES AND LOCKOUTS

During the life of this Agreement, the Company agrees it will not direct a lockout of employees, and the Union agrees that neither the Union, shall authorize, encourage, or participate in any strike, suspension of work, or slow down.

Refusal to Work and Recognition of Legal Picket Lines

- a) No Employee shall be required to cross a legal picket line arising from a strike or lockout. For the purposes of this Article, “legal picket line” shall mean only a picket line expressly permitted under the Labour Relations Code and the Regional District of Kitimat.
- b) The Union agrees to give the Employer advance notice as soon as the Union becomes aware of the probable implementation of picket lines or strike, which might affect the Employer’s operation.

ARTICLE 20 – HUMAN RIGHTS AND HARASSMENT

Section 1: Human Rights

The Company and Union agree that there shall be no discrimination against any employee because of a person's age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, Union membership, or because of a criminal or summary conviction that is unrelated to the employment or intended employment of that person.

Section 2: Harassment

Harassment or bullying includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.

Recognizing our mutual responsibility and in keeping with the Workers’ Compensation Act, the Company shall ensure that the workplace is free of harassment and/or bullying and that employees take reasonable care to protect the health and safety of themselves and other persons.

The Company shall be responsible to provide instruction, training, information, and to provide a workplace free of harassment and/or bullying.

All harassment complaints originating in the workplace or Company related functions will be investigated collaboratively by the Parties. An operational Union representative pre- appointed by the Local Union will participate in the investigation. Where no operational Union representative is available the Union will appoint one.

ARTICLE 22 – DURATION OF AGREEMENT

- (a) The Parties hereto mutually agree that this Agreement shall be effective for a term of one year, effective date of ratification and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.

- (b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1996, c. 244, is excluded from the Collective Agreement.

APPENDIX B – WAGES AND ADJUSTMENTS

Retroactive to Certification

Maintenance employees will receive **10% increase of current wage retro to April 12, 2023**

All other employees will receive **15% increase of current wage retro to April 12, 2023**

Wage Increase for Duration of CBA (1 Year from Ratification)

Maintenance employees will receive **10% increase from current wage effective date of ratification**

All other employees will receive **\$5.00 increase from current wage effective date of ratification**

Position	Current Wages	Wages as of Ratification
1st Cook	\$ 25.63	\$ 30.63
1s Baker	\$ 25.63	\$ 30.63
2nd Cook	\$ 24.60	\$ 29.60
3rd Cook	\$ 23.35	\$ 28.35
Baker Helper	\$ 22.01	\$ 27.01
General Help Team Leader	\$ 22.73	\$ 27.73
General Help	\$ 21.51	\$ 26.51
Catering Server	\$ 21.51	\$ 26.51
Lounge Server	\$ 21.51	\$ 26.51
Pot/Dishwasher	\$ 22.01	\$ 27.01
General Help Janitor&HSK Team Leader	\$ 22.73	\$ 27.73
General Help Room/Housekeeper/Janitor	\$ 21.51	\$ 26.51
Front Desk	\$ 22.81	\$ 27.81
General Help Barista/Commissary	\$ 21.51	\$ 26.51
General Help Kitchen Receiver	\$ 23.35	\$ 28.35
General Help Bartender	\$ 22.01	\$ 27.01
Barber	\$ 22.01	\$ 27.01
Housekeeping Coordinator	\$ 22.73	\$ 27.73
General Maintenance Technician Lead	\$ 36.57	\$ 40.23
HVAC	\$ 46.02	\$ 50.62
Electrician	\$ 41.26	\$ 45.39
Plumber/Gasfitter	\$ 42.09	\$ 46.30
GMT	\$ 35.35	\$ 38.89
Fire Tech	\$ 40.06	\$ 44.07
Carpenter	\$ 40.06	\$ 44.07

Employer Contribution	Ratification
Health Plan	100% Employer Paid
Pension Plan	\$1.00/\$0.75/\$0.50
Dues Assessment	\$0.13
Rehabilitation Fund	\$0.02
Contract Admin Fund	\$0.12

Birthdays – Employees who work on their Birthday shall be paid double (2x) their rate of pay.

Shift Premium – A night shift premium of \$1.00 per hour for all night shifts where the majority of the shift is worked between 00:00 to 06:00.

Training – An Employee designated by the Company to train and/or lead other employees will be paid a premium of \$0.50 for all hours required for training/leading coworker(s).

Tuition Reimbursement Program – A Tuition Reimbursement Program is in place; reimbursing eligible employees for fees associated with tuition; up to \$1000.00 per year and is at the discretion and approval of the Employer. Courses must be relevant to the employee's job classification and or another classification for which the employee is working toward. For example, an employee who works in the kitchen as General Help who wishes to be certified Red Seal may apply and have up to \$1000.00 of their tuition reimbursed by the employer per year. The parties shall meet to discuss the details of this Program.

Luggage Premium – Employees working as luggage attendants shall receive a \$1.00 per hour premium while working at the luggage storage.

Split Shift Premium – Employees working a split shift shall receive a \$0.45 per hour premium while working a split shift.

Secondary Location Cleaning Premium (Industrial Janitor Premium) – \$1.00 per hour spent outside. *This premium is specifically limited to Housekeepers working in a janitorial capacity in buildings outside of the main Lodge building and houses in the local Kitimat/Terrace area.*

Remote Hospitality Daily Premium - \$13.00 per shift worked to each employee covered under this agreement.

Multi-Skilled Bonus – Where an employee possesses two different certifications in two different trades for which the employee provides work at the worksite, the employee shall be paid an additional \$0.50 per hour in addition to the established rate for the classification.

**Rates do not include the Statutory Holiday and Vacation pay.

***Rates do not include \$0.08 per hour for Safety Shoes, as required by safety standards on the worksite.

APPENDIX C- LATITUDE 54 LOUNGE

Any gratuities paid, in cash, by credit card, a mobile device or signed for on the bill, in a restaurant, coffee outlet, lounge/bar or to bell staff shall remain the exclusive property of the server, bartender, barista/cashier or bell staff responsible for the service to the guest.

Upon ratification, the Employer will begin showing a breakdown of total gratuities, and a breakdown of the distribution among the working staff. This information will be made available to Lounge employees upon request.

Gratuities shall be equally distributed among the lounge staff members who work during the service. For the Front of House Lounge Staff distribution, it is further agreed that tips shall no longer be distributed on an hourly basis. For the purposes of this agreement, “service” shall be defined as lunch service, dinner service, or both, and shall include staff who work the lunch shift before flying out, or those who work a partial service due to illness or injury, among other circumstances. It is important to note that overtime hours shall not be considered tipped hours, and also excludes set-up and take down activities.

The Tip Out System shall be determined by the Union Committee. The Union will provide the Employer with two weeks notice of any changes to the Tip Out System.

Any catering events that take place in the Lounge footprint shall be offered to Front of House Lounge staff first, in order of seniority. All gratuities collected for these catering events shall belong to those employees who work the specific events, and overall, all gratuities collected in the Lounge footprint shall belong to members of the bargaining unit.

Catering Department:

The members of the bargaining unit will meet within 14 days of ratification of this agreement and decide on how the gratuities shall be distributed between the front of the house and back of the house and advise management within that time period.

On a weekly basis, the Employer shall publish the total amount of gratuities collected in the Catering department that week, the name of each eligible employee, the total hours worked by him/her during the week, and the total share earned. This report shall be shared by email with those bargaining unit employees.

All catering gratuities shall be exclusive property of bargaining unit employees.

APPENDIX D – HEALTH AND WELFARE PLAN DETAILS

BENEFIT	CURRENT PLAN	NEW PLAN
Eligibility / Commencement	When an employee meets 500 working hours.	When an employee completed probation and is an active EE
Employee Basic Life	\$35,000.00	\$35,000.00
AD&D	Equal to group life benefit amount	Equal to Group Life Benefit
Health		
Deductible	*deductibles do not apply to Vision Care expenses	
<i>Individual</i>	\$25 each calendar year paid by employee	\$0 paid by employee
<i>Family</i>	\$50 each calendar year paid by employee	\$0 paid by employee
Reimbursement Level		
<i>Prescription Drug Expenses</i>	90%	100% max \$4,000 per person, per year
<i>All Other Expenses</i>	100%	100%
Hearing aids	\$500 every 4 years	\$1,000 per person, every 5 years
Custom-fitted orthopedic shoes (prescribed by a physician, podiatrist or chiropodist)	Custom-fitted orthopedic shoes (prescribed by a physician, podiatrist or chiropodist) OR Custom-made foot orthotics	Custom made insoles/inserts prescribed by a medical doctor
	1 pair per calendar year	50% coverage for orthopaedic shoes prescribed by a medical doctor
		Orthopaedic shoes attached to a brace
		\$400 every 24 months
Custom-made foot orthotics	refer to above	As above
Cancer wigs	\$500 per lifetime	\$500 per lifetime
Paramedical Expenses		
Physiotherapist	Included / Unlimited	Included / Unlimited
Psychologist / Psychotherapists	\$300 combined per calendar year	\$300 combined per calendar year
Speech Therapist	\$300 per calendar year	\$300 per calendar year
Chiropractors, Podiatrists, Naturopaths, Osteopaths, Massage Therapists & Acupuncturists	\$400 combined max per calendar year	\$800 per person, per practitioner, per year, and \$2000 per family
Vision Care		
Eye Examinations		1 exam every 12 months (member + eligible dependents)
<i>Dependent children under age 21</i>	1 every 12 months	1 every 12 months
<i>All others</i>	1 every 24 months	1 every 12 months
Glasses, contact lenses, and laser eye surgery	\$250 every 24 months	Single vision lenses or contacts – \$360*
		Bifocal lenses or contacts – \$440*
		Trifocal lenses or contacts – \$560*
		\$100 max for frames** eye exam – one every 12 months

		\$500 lifetime maximum for contact lenses and laser eye surgery
		*Vision max is allowed every 12 months
		**Frames are allowed every 24 months
Dental		
Deductible		
<i>Individual</i>	\$25 each calendar year paid by employee	\$0 paid by employee
<i>Family</i>	\$50 each calendar year paid by employee	\$0 paid by employee
Basic	90%	100%
Major	0%	85%
Orthodontic	0%	70%
Accidental dental injury coverage	100%	100%
Plan Maximums		
<i>Basic</i>	\$1,500 each calendar year	Annual max \$3,000 per person, \$4,000 per family, combined with major services
<i>Major</i>		Annual max \$3,000, per person, \$4,000 per family, combined with basic services
<i>Orthodontic</i>		Lifetime max \$3,000/person. Available to plan members and eligible dependents under 19
<i>Accidental dental injury treatment</i>	\$2,500 lifetime	\$2,500 lifetime
Short-Term Disability	N/A	75% of weekly earnings to a maximum of \$468 per week