

Rec'd 8/23/23 10:25AM

GVHEA -and- Unite Here, Local 40
(Employer Offer – August 23, 2023)

- (1) Duration: July 1, 202~~2~~³ – June 30, 2027
- (2) Retroactivity: July 1, 2022 – June 30, 2023
- (3) Wages: July 1, 2022 – 4.5%
July 1, 2023 – 4.5%;
July 1, 2024 – 2.0%; 2% January 1, 2025 – Total 4.0%
July 1, 2025 – 1.75%; 1.75% January 1, 2026 – Total 3.5%
July 1, 2026 – 1.75%; 1.75% **January 1, 2027** – Total 3.5%
- (4) Retroactivity based on paid hours. As at date of ratification wage rate increase is 9.0%.
- (5) Article 18.15
 - Any gratuity processed through the payroll system shall be reported in each pay period.
 - If there is a claim of an error in reporting a gratuity the parties will meet during the next pay period to resolve the issue. If not resolved it is subject to the grievance procedure. **An error must be reported within three pay periods of when it occurred or considered abandoned.**
- (6) Commencing January 1 of each calendar year an employee is entitled to 5 paid sick days and administered pursuant to the rules of the ESA for such sick days.
- (7) Room Attendant Gratuities:

Gratuities for room attendants processed in the payroll system shall be a payout of 100% and paid no later than the next pay period following the date the gratuity is recorded.
- (8) Article 3.08(b) – Union Representative Investigation

No Union representative, without prior consent, shall have access to the guest floors or any other public areas of the hotel. The Employer will assign a designated area where the Union representative can conduct its business.

(9) Article 9.13

Amend 48 hours to 24 hours in cases where the change in schedule is due to unanticipated absences such as health related or inclement weather.*

(10) Restriction of Availability

Restriction of availability in all departments is limited to full-shifts and no less than two days/week including a.m./p.m., or overnight shift as preferred scheduling. Eight hours constitutes a full shift.

(11) Article 22.02(b)

A grievance in proper form must include:

- (i) Name of the Grievor;
- (ii) Date of the incident;
- (iii) A description of the grievance outlining the necessary details to initiate an investigation; and
- (iv) Section(s) of the collective agreement allegedly violated.
- (v) Hotel to provide template form with prior consultation of Union as to the template format.

(12) Individual Hotel Issues

- (i) Hyatt:
 - The Employer will clarify the distinction of the duties comparing Room Attendants and House Persons;
 - The Employer will outline the duties of Food Runner but not to be incorporated into the collective agreement;
 - Guest Services delivery of Amenities to guest room is \$4.00/delivery and leaving envelopes under the guest room door \$2.00/delivery;
 - Add food runner classification in the Mosaic Restaurant;
 - Bell/Door Services to be designated as Guest Services.

* This does not negate the M.O.U. for Westin

(ii) Pinnacle:

- Laundry, Seamstress and Uniform Attendant classification merged into one classification known as Laundry and Uniform Attendant and paid at room attendant rate. For those affected, their seniority will be recognized for hotel and department status;
- Guest will have daily stay over cleaning unless the guest instructs otherwise;
- When there are special projects in a room or public areas that cleaning will be done by Room Attendants and House Persons based on skill set and core duties to perform the project. A supervisor will not be scheduled for such projects.
- Gratuities: 18% on meal inclusive packages;
15% on management/internal meal charges
- On groups of 8 or more guests an 18% gratuity will be applied to the bill.
- 18% gratuities does not apply to cash value gift card, advertised specials or discounts for P2B.

(iii) Westin:

- Banquet set-up employee, for less than 20 guests and no prepared food, will perform the server duties.
- Uniforms for full-time banquet employees. Employer will elevate top 15 part-time to full-time status.
- Side letter to be discussed and drafted for promotion procedure in the kitchen.
- H2 finalize one seniority list. Those full-time employees transfer from Seawall will be red circled based on their Seawall shift
- H2 gratuities: 18% on breakfast inclusive packages;
15% on promotions and elite breakfast vouchers.
- Lounge: gratuities shall remain exclusive property of the server, bartender and staff responsible for the service to the guest.
HTL gratuities - 15% on promotions

(13) Overnight premium rate increase to \$1.00/hour.

(14) Training premium of \$1.00/hour for those hours where training is performed. No training to be done unless authorized by Department Manager. Pinnacle to maintain its current training rate of \$2.00.

(15) Benefit contribution premium to pension:

- July 1, 2025 -- \$0.10
- July 1, 2026 -- \$0.10

(16) On an annual basis the Union and Employer will meet to discuss the status of the hotel.

(17) Housekeeping Workload

- (i) 17.01(d) When a room attendant is assigned six (6) or more double/double rooms in one section, the daily room assignment will be reduced by one (1) credit.

(18) Withdraw all Section 104 Applications currently in effect.

(19) Health Care

We have met with Fund Administrator to discuss health care contribution rates to maintain the current level of benefits. **The hotels have provided the hour information required for the Administration to give a 2-3-4 year projection for the cost to maintaining the current benefit level.**

(20) Article 14.02(d)

Add: paid bereavement days, paid sick days and any other paid time-off.

(21) Article 18.12

~~Amend 15% to 18% for room service charges.~~

Room Service Gratuities – Counter Modify current language in current Article 18.12:

The Employer agrees that a fixed Room Service gratuity will be levied at not less than eighteen percent (18%) and will not be reduced during the term of the collective agreement. The delivery charge for room service is not part of the Room Service gratuity. The Employers also agree that one hundred percent (100%) of the Room Service gratuity charges collected will be distributed to the bargaining unit employees responsible for the delivery each pay period.

(22) Article 18.11 - Baggage Handling Fee

- (a) Amend to

Hyatt \$10.00
Pinnacle \$15.00
Westin \$13.00

The Employer undertakes to propose no less than the above noted portage fee. However, if the negotiated fee is less than the above rates it will be disclosed to the Bell employees.

(23) Article 10

If an employee is laid-off due to a state of emergency, natural or man-made disaster, renovations or pandemic seniority will be frozen for the duration of the lay-off period but not to exceed 24 months.

(24) Pension

Union and Employer jointly to instruct Trustees to inquire into the terms to amend the plan for individual pension contributions. The contributions shall be done by payroll deduction and remitted to the Fund.

(25) Article 14.05

If the Housekeeping Department, all classifications at the rate of 5% for Q2 and Q3 and 10% for Q1 and Q4 in each classification can be scheduled for vacation at the same time.

(26) Agree to Union Proposal 18.14(d)

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

(27) Agreed

- Gross earnings 14.02(d) – August 9, 2023 Union document

- Pinnacle: Air France \$4.00/voucher – August 9, 2023 Union document