

**MEMORANDUM OF SETTLEMENT**

**Renewal Collective Agreement**

**Kitimat Crossroads Lodge**

By and Between

**Horizon North Logistics Inc.**

Operating as Horizon North Camps & Catering,  
A Division of Horizon North Camp & Catering Partnership

**Hereinafter referred to as the "The Employer"**

And –



**UNITE HERE, LOCAL 40**



**Hereinafter referred to as the "The Union"**

1. The parties herein agree that to the terms of this memorandum as constituting full settlement of all matters in dispute between the parties with respect to the renewal collective agreement; and
2. The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all terms of the memorandum to their respective principles; and
3. The parties agree that the term of the new collective agreement shall be in effect from May 11, 2023, to May 10, 2024; and
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement, which expired on May 10, 2023, save and except as amended by this memorandum, and the following amendments are incorporated:

Signed this \_\_\_\_\_ day of August 2023 in the City of \_\_\_\_\_, British Columbia

**For The Union**

*(Name and Title, Dated Signed)*

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**For The Employer**

*(Name and Title, Date Signed)*

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## Article 2 – Duration

Delete and replace Article 2.01 and replace with the following:

2.01

(a) This Agreement shall be from the period May 11, 2023 up to and including May 10th, 2024. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.

(b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

- i) the Union commences a legal strike; or
- ii) the Employer commences a legal lockout; or
- iii) the parties enter into a new or further Agreement.

(c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

(d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered a delivery receipt must be obtained.

Add new 2.02 as follows:

### **2.02 WORK INTERRUPTION PROHIBITED**

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

### **INSERT NEW 3.07 HARASSMENT AND DISCRIMINATION**

- (a) All employees have the right to work in an environment free from bullying, harassment, including sexual harassment, and discrimination.
- (b) Save and except as amended from time to time by the Employer, the Employers' HARASSMENT FREE WORKPLACE POLICY HR-POL-003 outlines the Employer's policy, definitions, responsibilities, and procedures, regarding workplace discrimination, bullying and harassment.
- (c) Additionally, discrimination shall include discrimination on the basis of an employee's membership in the Union or participation in its activities.
- (d) Employees who believe they have witnessed or are a victim of alleged discrimination, bullying or harassment, are to follow the Complaint Procedure outlined in the Employers Policy.
- (e) If the complainant or the person alleged to have violated this policy is not satisfied with the outcome of the investigation, she/he may follow the Company Appeal Procedure or file a grievance with the Union pursuant to the grievance process outlined in this agreement.

- (f) Upon mutual agreement between the Employer and the Union, an independent investigation into the complaint, which forms the basis of the grievance, shall be organized by the Employer.
- (g) The independent investigator will be selected from a mutually agreed up on list, and costs shared equally between the Employer and the Union. The Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.
- (h) Any information arising from an investigation undertaken shall remain confidential and shall be provided to the Union upon written request.

INSERT NEW ARTICLE 3.09 UNION ACCESS

**3.09** The authorized Business Representative of UNITE HERE Local 40 shall have access to all jobs and buildings and work areas covered by this Agreement in carrying out regular duties, after first notifying the Employer with reasonable advance notice.

**Article 5 - Wages & Hourly Cost Items**

Add the following to Article 5:

*“The Company agrees to post job descriptions on the bulletin board updated.”*

**ARTICLE 6 HOURS OF LABOUR, SHIFTS**

Amend 1<sup>st</sup> section of Article 6.01 to indicate that:

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

- a. For ~~Culinary~~ all-Employees: ~~21~~ **20** on followed by ~~7~~ **10** days off
- b. For ~~Housekeeping and Janitorial~~ Employees: ~~21 days on followed by 7 days off OR 14 days on followed by 7 days off~~
- c. For ~~Front Desk~~: ~~14 days on followed by 7 days off~~
- b. Five (5) days on and 2 days off shall be available if requested for local staff”

Amend 6.01 3<sup>rd</sup> paragraph by adding **Sous Chefs** to classifications covered by 11-hour shifts.

Amend 6.01, 2nd paragraph to read as follows:

- “Kitimat/Terrace Employees (**Local Residents**). Employees on the five and two (5&2) schedule will be required, from time to time, to work overtime. Required overtime work for Employees on the five and two (5&2) shall be required in reverse seniority order.”

See **Definitions** Article: “Local Residents" means those Employees living inside of a 75 km driving radius who do not reside at the Lodge.’

Following ratification, the Company will review existing employees hired before ratification. Any benefit yielded by said employees will be grandfathered via an LOU.

## Articles 6.06, 6.08 - Hours of Labour, Shifts – Night Premiums

Company agrees to increase the night premium to \$0.75 providing the following clauses are amended as follows:

6.06

An Employee whose work schedule requires him to work a night shift shall be paid an additional ~~fifty-five cents (55¢)~~ seventy-five (\$0.75) per hour. To qualify for the night shift premium, an Employee must work the majority of his shift between the hours of ~~6:00~~ 9:00 p.m. and 6:00 a.m.

6.08

To qualify for the night shift split premium, an Employee must work the majority of the shift between the hours of ~~six (6)~~ nine (9) p.m. and six (6) a.m.

### 1. Article 6.15 - Hours of Labour, Shifts Travel Allowance

Amend Article 6.15 to read as follows:

“Upon ratification, the Employer shall pay for and provide air transportation to and from the worksite for all rotational Employees. For those Employees driving to work from a distance of between 51 km up to and including 250 kilometers, the Employer shall pay the Employees driving their vehicle a travel allowance of ~~\$150~~ \$175 per rotation. “

Following ratification, the Company will review existing employees hired prior to ratification. Any benefit yielded by said employees will be grandfathered via an LOU.

### 2. Article 6.17 – Hours of Work, Shifts Flights To/From Work

Amend 6.17 to add 2<sup>nd</sup> paragraph as follows:

“Point of dispatch for these purposes will be the location closest to the Employee's home in one of the following locations: Vancouver, Victoria, Kelowna, Kamloops, Prince George, Edmonton, and Calgary.

“The Employer shall endeavor to get Employees on the most direct flight to and from their travel hub using the most economical solution for the Employer. Employees will be charged any fees for flights booked to get the Employee to their travel hub.”

### 3. Article 9.6 – Working Conditions

9.06 add new paragraph # 6 as follows:

“# 6 The Company will endeavor to equalize the work assignments based on operational needs.”

4. Article 9.06 - Working Conditions

Amend language following “10-hour Housekeeper”

For 10-hour Housekeeper:

- ~~• 30 minutes allotted daily to safety meetings and safety reporting;~~
- ~~• 60 minutes allotted to breaks (30 minute lunch and 2 x 15 minute breaks)~~
- ~~• 430 minutes maximum allotted daily to cleaning guest rooms;~~
- ~~• Any remaining time to be allotted daily to ancillary work such as walkdowns, vacuuming hallways, cleaning laundry rooms, laundry, deep cleaning, stocking storerooms and carts, and other duties as assigned.~~
- **Workload:** The maximum workload assigned to a Housekeeper on a 10-hour shift shall not exceed ~~30~~ **the number of rooms in a single daily shift in below Chart A.**

Chart A		
Cleaning Frequency (includes occupied, linen and check outs)	3-4 days per week	2 days per week
Number of rooms:	27 rooms	24 rooms

- ~~1. Housekeepers may be required to do one (1) dorm walkdown as part of their daily workload. A Housekeeper who is required to complete additional walkdowns will receive two (2) credits per additional dorm.~~
- ~~2. Where walkdowns are not required, an additional one (1) credit will be allotted to cleaning of rooms greater than the maximum allotment. Where walkdowns are not required, an additional one (1) credit will be allotted to cleaning of rooms greater than the maximum allotment.~~
- ~~3. One (1) dorm hallways/laundry room is included in the Housekeepers daily workload. A Housekeepers who is assigned an additional dorm hallway/laundry room will receive one (1) credit for each additional dorm hallway/laundry rooms assigned.~~
- ~~4. 1 Credit will be allotted daily to the safety meeting and safety reporting.~~
5. **Checkouts:** The maximum number of checkouts assigned to a Housekeeper on a 10-hour shift shall not exceed **the number of rooms in below Chart B.**

Chart B		
Cleaning Frequency (includes occupied, linen and check)	3-4 days per week	2 days per week
Number of Check-out rooms	10 Checkouts	10 Checkouts

The Company and the Union agree to meet, via a working group, following the ~~ratification~~ acceptance of this agreement, to develop a credit system for the assignment of housekeeping workloads. The development of the credit system will take no longer than ten (10) business days. The credit system will not exceed the parameters set forth in Charts A or B. Failure to reach an agreement in the working group period shall undo the ratification of the agreement and allow either party to exercise their rights to strike or lockout.

For 8-hour Housekeeper:

- ~~• 30 minutes allotted daily to safety meetings and safety reporting;~~

- ~~60 minutes allotted to breaks (30-minute lunch and 2 x 15-minute breaks)~~
- ~~335 minutes maximum allotted daily to cleaning guest rooms.~~
- Any remaining time to be allotted daily to ancillary work such as walkdowns, vacuuming hallways, cleaning laundry rooms, laundry, deep cleaning, stocking storerooms and carts, and other duties as assigned.

Table X—Time Credits allotted to cleaning guest rooms

Dorm	Occupied	Linen Change	Checkout	<u>Check-outs &gt;</u> <u>10 guests</u>
All Dorms	<del>12 minutes</del> 1 credit	<del>18 minutes</del> 1.5 Credits	<del>25 minutes</del> 2-3 <del>2</del> Credits <b>UH Counter: 2.5</b>	<u>2 Credits</u>

If a housekeeper is assigned rooms in additional dorms within dorms A-F or G-J, she shall be allotted an additional 10 minutes half (0.5) 1 half (0.5) Credit of travel time for each dorm.

If a housekeeper is assigned rooms in additional dorms between A-F and G-J, she shall be allotted an additional 15 minutes one (1) Credit of travel time.

~~If there are more than 500 guests staying at the Lodge, a Housekeeper shall be assigned to sort and deliver linens.~~ If there are more than 500 guests staying at the Lodge, a Housekeeper shall be assigned to sort and deliver linens. This incremental position may be assigned other tasks to perform a 10-hour shift. Any disagreement over additional tasks is subject to the grievance procedure.

9. Articles 9.4, 9.5 – Working Conditions

Combine existing Articles 9.04 and 9.05 into the following modified Article 9.4:

9.4 Kitchen Preparation:

- When a meal that consists of two (2) or more "choices" is being prepared, a Sous Chef, First cook and 2<sup>nd</sup> Cook shall be on duty.
- A second or a higher classification cook will be on duty for the preparation and service of the breakfast meal.

Add new Article 9.05 as follows:

9.5 **Kitchen Workload:**

**The Employer agrees to abide by the minimum kitchen staffing guideline as follows: A ratio of 1 kitchen team member for 20-25 guests will be scheduled by the Employer.-to staff the kitchen and is based on number of in-house guests set out in the following chart.**

In-House Guest #	250	300	350	400	450	500	550	600	650	700
Total Mid-Point staffing	11	13	15	18	20	23	25	26	28	30
Staffing Range	10 to 12	12 to 15	14 to 17	17 to 20	18 to 22	22 to 25	23-to 27	25 to 30	27 to 32	28 to 35

**“The Employer shall not fall below the staffing minimums in the above range for greater than Four (4) calendar days. If the Employer does fall below the staffing levels ratio listed above, the Employer will disperse the value of shortfall wages to the staff onsite at the time of the kitchen shortfall to the employees who were onsite until the labour ratio minimums is met. Should the Employer be unable to transport staff to site due to-airport closures and/or highway closures the Parties will meet to determine the appropriate remedy in lieu of the above.”**

**ARTICLE 10 SENIORITY**

Amend 10.04 Seniority such that seniority is obtained after **“two full rotations worked”**.

**INSERT NEW ARTICLE 10.07 SCHEDULING OF OVERTIME**

In any case where it is necessary to assign the work on an overtime basis, the following provisions will govern the assignment of the overtime.

Where the Employer's determination was made seven (7) days or more in advance of the start of the overtime shift,

- i) the overtime hours will be offered to the most senior employee within the classification;

ii) if the most senior employee declines the offer, the overtime hours will be offered to other employees within the classification in the order of their seniority;

iii) if no employee within the classification is willing to work the overtime hours, the Employer may assign them to any other available employee without further restriction; and

Where the Employer's determination was made less than seven (7) days in advance of the start of the overtime shift, the overtime hours will be assigned in accordance with the provisions of the first paragraph of this Article 10.07, but subject to the following provisions:

ii) the Employer shall not be required to call in a senior employee to work the overtime if there is a junior employee already at work and otherwise eligible to work the overtime hours as an extension of that employee's shift.

The Employee must be available to work all time being offered.

## **ARTICLE 12 UNION SECURITY**

Add new 12.01 and 12.02 as follows, renumbering the remaining clauses in Article 12:

**12.01** Upon request, the Employer will send employee contact information to the Union, including phone, email address, and home address."

**12.02** The Employer shall hire any laid off Dexterra Horizon North Local 40 member dispatched by the Union for open positions at Crossroads Lodge. The employees must be in good standing with the Employer.

The Employer shall hire active Dexterra Horizon North Local 40 members dispatched by the Union for open positions at Crossroads Lodge, as long as the existing Employer site has had sufficient notice to fill the employee's position. The notice will not be unreasonably extended. The employees must be in good standing with the Employer.

For any newly posted positions preferential hiring will be given to non-Dexterra Horizon North Local 40 candidates provided by the union. For these candidates, the Company maintains the right to hire as seen fit, however, reasonable justification will be provided in the case that the union candidate(s) is/are not hired.

All hiring must abide by and 10.03 and LOU#2.

## **ARTICLE 14 JOB STEWARDS AND UNION REPRESENTATIVES**

Delete and replace 14.01 with the following:

"On all projects, the steward shall be the first person placed at the camp as long as they have the skills and ability to perform the available work."

"The Union may elect to divide the assigned Job Steward hours into 2 Job Stewards and if so, the Union must provide the Employer with advance notice of its intention to do so.

The Union shall advise the Employer who the Relief Job Steward shall be during the off time of the Union's official Job Steward."



## **Article 15.01 - Travel, Room & Board**

Amend 15.01 to add 2<sup>nd</sup> paragraph as follows:

**"Employees identified as Local Residents shall not be provided with accommodations at the Lodge. Employees, other than Local Residents, shall be provided with accommodations and meals at the Lodge at no cost to the Employee.**

**"For clarity, consistent with Definitions, Local Residents includes those Employees living within the District of Kitimat BC and City of Terrace BC."**

Following ratification, the Company will review existing employees hired prior to ratification. Any benefit yielded by said employees will be grandfathered via an LOU.

## **Article 15.01 (And/or 15.03) - Travel, Room & Board**

Add new 3rd Para to Article 15.01:

**"Based on operational needs and occupancy, and where the camp occupancy rate is below 50%–60% of all occupied dorms, members who are not Local Residents shall be allowed to keep their rooms, which shall be assigned by the company. The duties of cleaning out this room will be assigned by management to a union classification. If an employee's belongings are left behind, the cost to return items to the employee will be sent COD. The company is not responsible for any loss or stolen items."**

## **Article 16.03 – Vacation & Holiday Pay**

Amend Statutory Holidays listed in Article 16.03 as follows:

The recognized statutory holidays are:

- New Years Day
- Family Day
- Good Friday Victoria
- Canada Day
- BC Day
- Labour Day
- National Truth & Reconciliation Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

## **Article 17.01 – Health & Welfare Plan**

Effective August 1, 2023 the Employer shall contribute, on behalf of each Employee covered by this Agreement, an amount equal to ~~\$2.48~~ **\$2.64** for each hour of employment performed by the Employee.

## **Article 20.01 - BCYT Council Fund**

**Company agrees** to the union's proposal to reduce BCYT from 0.10 to \$0.08.

## **Article 22.07 - Remittance Funds**

### **Bereavement Days**

Parties agree to increase the maximum number of Bereavement Days from three (3) days to **five (5) days, paid at eight (8) hours** per shift.

## **ARTICLE 24 HEALTH AND SAFETY**

Add new Article 24.05 HEALTH AND SAFETY TEAM as follows:

**“The Employer and the Union recognize the importance of the health and safety of employees. To that end, the existing JH & S Team shall continue to meet. The Union may appoint up to three (3) members from the bargaining unit. Up to three (3) members of the management team will be assigned by the location’s Management. As current bargaining unit members of the H&S Team discontinue their participation, the Union may appoint replacements. The Team shall meet once for one (1) hour per month at the discretion of the Team. The Employer and the Union shall each appoint a co-chair of the Team who shall jointly be responsible for preparing agendas for the meetings, ensuring follow-up and actually chairing sessions. The Health and Safety Team shall be notified of all accidents occurring on-site. Accident investigations shall be conducted jointly as per current policy and the findings reported to the Team. The Team may make recommendations for procedures to prevent such accidents in the future, but it shall not use its findings as a basis for recommendations of discipline.**

**The Team shall review incidents of industrial accidents and potential safety hazards. The Team, based upon its review, may recommend to the Company ways and means to improve the safety of working conditions.**

**A copy of all minutes of the JH&S Committees shall be sent to the Union and the Employer.**

**Employees who are representatives of the Committee shall be entitled to attend meetings of the Committee and perform job site inspections and incident investigations in accordance with Workers’ Compensation Act and Occupational Health and Safety Regulation (OHSR), and shall not suffer any loss of basic pay for the time spent.**

**Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall be considered time worked, but such committee members shall receive equivalent time off at straight-time.**

**No employee shall be disciplined for refusal to work when excused by the provisions of the Workers Compensation Act or regulations.”**

## **ARTICLE 26 GRIEVANCES**

Amend Article 26.03 paragraph 1 to provide that **“During personal leaves of absence (excluding approved sick leave, medical leave, maternity leave, and union leave), such absences will not be included in the twelve (12) month period.”**

## **ARTICLE 27 LEAVES OF ABSENCE**

Amend the end of first sentence of Article 27.01 by adding **“or for Union training and educational programs”**.

## Appendix "A" - Wages

### Base Wage Increase

Increase base wages by Five (5%) percent retroactive to May 11, 2023.

*BEGINNING AT RATIFICATION, there shall be A \$0.50 PER HOUR PREMIUM FOR JANITOR CLASSIFICATION WHEN OCCUPANCY IS three-hundred (300) and the janitors duties include management of luggage and the storage of said luggage.*

### 10. Appendix "A" - Wages

(a.) The Employer agrees to pay, retroactive to May 30, 2023 an occupancy premium to all classifications a five (5%) percent wage increase that will discontinue effective on the earlier date of either May 10, 2024 or the first full pay period following February 28<sup>th</sup>, 2024 should the *lodge occupancy* drop below two-hundred and twenty-five (225) guests in-house for each and every day of one (1) pay period prior to February 28<sup>th</sup>.

In the event, Lodge occupancy returns to more than 225 guests in-house for each and every day of one full (1) pay period the company will resume the five (5 %) percent premium in accordance with this clause (a).

(b.) Should occupancy drop below two-hundred and twenty-five (225) guests in-house after FEBRUARY 28<sup>TH</sup>, 2024 or thereafter the Employer agrees to continue to pay a reduced occupancy premium of two and half (2.5%) percent to all classifications until-MAY 1<sup>ST</sup>, 2024

(c.) If the Lodge's occupancy forecast shows a sustained drop below one-hundred and fifty (150) guests in-house, and a significant increase in occupancy is not reasonably foreseeable, the Employer will notify the Union and Mediator Ken Saunders, or a mutually agreed alternative" of the forecasted occupancy change to renegotiate wages. This will be completed on an expedited basis. Arbitrator Saunders will have the **power of an Interest Arbitrator to review** and set the parameters for **submissions from the parties to determine the sole issue of wage re-opener** at the time of notification.

### RENEW LOU #1

Remove Corin Bell and Joan McEwen and replace with **Amanda Rogers** and **Jessica Gregory**

### RENEW LOU #2

Amend as follows:

**"All staff laid off shall be recalled to work by house seniority, based on the following procedure:**

**Employees who have not attained seniority status will be laid off before members who have attained seniority status. Employees who have obtained their seniority, will be laid off in reverse order of house seniority, assuming they have the skills to perform the available work with minimal training.**

**For all Employees hired prior to May 1<sup>st</sup>, 2020, who have been laid off, shall be recalled in order of house seniority. Employees are responsible for providing the Employer with updated contact information. If the Employee has been laid off for less than ninety (90) days and does not respond to the Employer within three (3) calendar days of receiving notice of recall, their seniority shall be forfeited. If an Employee has been laid off for greater than ninety (90) days, who agrees to return but declines to return on the required recall date (which will be no less than 14 calendar days from the date of notice or as otherwise agreed based on operational needs)**

due to justifiable reasons will be skipped and put back on the recall list based on their seniority. If an employee declines to return a second time in accordance with above recall process, their seniority shall be forfeited.

For all Employees hired after May 1, 2020, the layoff and recall procedure shall be as follows:

The Employer reserves the right to layoff and recall in such way that First Nation partners comprise 30% of the workforce. Once this requirement has been exhausted, the layoff and recall procedure shall be based on seniority as per the procedure above.”

#### **LOU #4 Rotation for Locals**

- **Leonor Baker** will continue to have the right to work 5&2
- The 5&2 start and end date is at the discretion of the Employer, as long as the Employer can provide you a business day off as needed.