

# Contract Negotiations Between GVHEA Hotels: & UNITE HERE Local 40 Union Counter – August 9, 2023

- 1) The Union is presenting the following proposals without prejudice and reserves the right to add and modify these proposals during negotiations.
- 2) Wage increases and any other economics will be retroactive to July 1, 2022.
- 3) The Collective Agreement, Appendix & Letters of Understanding between the parties shall remain the same, except as modified during these negotiations.
- 4) All agreements between the parties shall remain tentative until ratified by the Union's members.

**Job Security:** The Union continues to propose that the Hyatt, Pinnacle and Westin agree to the following ten (10) year job security guarantee. We remain open to discussing the length of this guarantee and consequences if there are closures prior to agreed date; which could include enhanced economics such as enhanced severance, health care and pension contributions, or new employment via transfers, re-hiring and or retraining.

**Wages: Counter** The Union proposes the following general wage increases apply to all current individual classifications and contract rates for all hours paid:

The wage increase & the following benefits proposal is linked to the Employer providing ten (10) guarantee of job security. If this guarantee is agreed to the Union proposes a three (3) year contract that expires on June 30, 2025.

7/1/2022  
\$2.75/hr

7/1/2023  
\$4.00/hr

7/1/2024  
\$3.00/hr

If there is no job security guarantee the Union proposes a two (2) year contract that expires on June 30, 2024.

7/1/2022  
\$2.75/hr

7/1/2023  
\$4.50/hr

## Other Wage Issues

- **Kitchen** – The Employer agrees to pay, on each bi-weekly pay day, the Culinary & Stewarding staff a 5% bonus on all food sales for banquets, restaurants, lounges, in room dining and coffee outlets.
- **Banquet Gratuities** – Establish a formula for an alternative form of wage increase for banquet classifications. Whereby the staff may convert their wage increases to an equivalent percentage increase of their share of the current banquet pool which is currently a 60/40 split. The decision to apply wages to increase the banquet staff share of banquet pool shall be at the sole decision of the Union and it's banquet members.
- **Overnight Premium** – Modify Article 12.08 to increase the overnight premium to \$2.00/hour.
- **Create a training wage premium** – at a rate of \$2.00/hour for the length of the trainer's shift. Training is for new hires and for employees transferred or promoted into a new classification. Training is authorized by management.
- **BC Minimum Wage: Counter** The Employer agrees that ~~during the term~~ **June 30, 2024** of the collective agreement that their minimum contract wage rate **for post probationary employees** shall remain at least five dollars (\$5.00) above the applicable BC minimum wage rate.

**Health Care:** While the Union maintains it's June 19<sup>th</sup> health care proposal (see bullet below) we are willing to discuss the Employer's fund concept. In order to discuss the Employer's concept we want the Employer and the Union to meet this week with the Fund Administrator and their actuaries to discuss health care contribution rates.

- The Employer shall pay the required health care contribution as determined by the Fund Administrator, as per Article 15.01 (d), to maintain the current level of benefits.
- **Benefit Improvements:** The Union proposes that effective July 1, 2023 the Employer shall increase their health care contribution by an additional \$1.00/hour which, at the sole discretion of the Union, can be allocated to improving:
  - prescription benefits,
  - specialist visits,
  - establishing a health savings account, or
  - dental care,
  - vision care,
  - retiree health care benefits.
- **Guarantee of year round benefits in Banquets** for Regulars & Part timers who are available to work three days a week.

**Pension:** The Union proposes the following increase to Employer pension contributions for each hour paid to the Pension Fund:

<u>1/1/2023</u>	<u>1/1/2024</u>
50¢/hr	\$1.00/hr

- The Union and the Employer will jointly enter into a side letter to instruct the Pension Plan Trustees to make the necessary amendments to the Pension Trust documents and instruction to the Plan Administrator to facilitate the ability of GVHEA employees to have an option to contribute to their individual pension in addition to the Employer's pension contribution. Their contribution shall be made through payroll deduction and remitted by the Employer to the Pension Fund.
- To comply with change in the law (Bill C-30) that affect pension contributions for employees who are 71 years old and working. Modify Article 15.02 create new (c) to read: "The Employer will cease pension contributions for any employee continuing to work after the calendar year in which they turn 71 years old. The amount of the pension contribution will be paid to the employees as wages".

**Sick Days:** : **Counter** The Union proposes five (5) paid sick days:

- (a) Effective January 1, 2024, **and on every January 1<sup>st</sup> thereafter**, the Employer shall provide five (5) paid sick days ~~each January 1<sup>st</sup>~~ **per calendar year to all post-probationary** employees. Any unused sick days may be rolled over to a maximum of ten (10) sick days.

**Paid Personal Days:** Modify Article 16.08 (a) to read: "Effective January 1, 2023, all employees will receive two (2) personal days per calendar year. These days must be used within the year. Paid personal days will not be unreasonably denied. If an employee is not able to take their personal days at a mutually agreeable time the employer will pay out the used balance at the rate of time and a half".

**Floating Holiday:** **Counter** "Effective ~~July 1, 2023~~ **January 1, 2024** each employee is entitled to one (1) floating holiday per calendar year. This floating holiday will not be unreasonably denied. If an employee is not able to take their floating holiday at a mutually agreeable time the employer will pay out this day at the rate of time and a half".

### **Vacations:**

The Union maintains it's proposal to increase the number of employees eligible for vacation by replacing number by department to by classification. Modify Article 14.05 (a), (b) & (c):

- (a) One employee within each ~~department~~ **classification** shall be entitled to be absent on annual vacation at any time during each annual vacation year. Additional employees shall be entitled to be absent on annual vacation at any time during each annual vacation year, providing they have filed written applications by the last day of February for annual vacation to be taken in the immediately following annual vacation year, and providing that the total number of employees absent on annual vacation from any ~~department~~ **classification** at any time may never exceed ~~five percent (5%)~~ **ten percent (10%)** without the Employer's consent.

- (b) Nothing in this Article 14.05 shall preclude the Employer from permitting more than ~~five percent (5%)~~ **ten percent (10%)** of the employees in any ~~department~~ **classification** to be absent on annual vacation at any time.
- (c) For the purposes of determining the number of employees who are entitled to be absent on annual vacation from any ~~department~~ **classification** at any time, ~~five percent (5%)~~ **ten percent (10%)** shall be applied to the amount which results from dividing the total number of hours actually worked by all employees in that ~~department~~ **classification** during the immediately preceding calendar year, by eighteen hundred and twenty (1820). The final result shall be calculated to two decimal places, and shall be rounded to the nearest whole number. For example, 2.49 shall become 2, and 2.50 shall become 3.

## **Protection of Gratuities & Commissions:**

Create a new Article 18.14 – Gratuities, Commissions & Transparency

- (a) On each semi-monthly pay day, the Employer will publish, by department, a service charge allocation sheet showing the total amount of gratuities/service charges or any other charges collected on behalf of bargaining unit employees in the in a restaurant, coffee outlet, room service, lounge/bar bell staff or Room Attendant. The allocation sheet is by department and list the name of each eligible employees, the date a gratuity/service charge or other charge was earned, the source of that charge and the amount of the charge for each day in the pay period. This report shall be shared with those bargaining unit employees.
- (b) The accumulated total dollar amount of gratuity/service charges earned from automatic gratuities by an employee during a pay period shall be indicated on their next semi-monthly pay cheque.
- (c) In the event an eligible bargaining unit employee or the Union claims that an error was made with respect to the distribution of the gratuities/service charges or any other charges collected on behalf of employees, a meeting will be held as soon as possible between the Employee and/or the Union and the Employer to attempt to resolve the matter. This will include the right to review documents to verify the accuracy of the gratuity/service charges owed to bargaining unit employees. If the matter is not resolved, it may be the subject of a grievance.
- (d) Any gratuities paid, in cash, by credit card, a mobile device 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.

- (e) **Room Service Gratuities – Counter** Modify current language in current Article 18.12:

The Employer agrees that a fixed Room Service gratuity/~~service charges~~ will be levied at not less than eighteen percent (18%) and will not be reduced during the term of the collective agreement. The Employers also agree that one hundred percent (100%) of the Room Service gratuity/~~service charges~~ collected will be distributed to the bargaining unit employees responsible for the delivery. Complete disclosure of all the Room Service gratuities/~~service charges and distribution to employees~~ will be provided to the employees as per Article 18.14. **and distribution to employee will be provided to all the employees each payroll period.**

- (f) **Baggage Handling Fees** - Modify current language in current Article 18.11:

(a) “The Employer agrees that one hundred percent (100%) of all portorage/baggage handling fees collected will be distributed to the bargaining unit employees providing the portorage service. Complete disclosure of all of the portorage charges and distribution to employees will be provided to the ~~employees on a regular basis~~ the Bellstaff”.

Create a new section (b) “For tour groups and sport teams, when baggage handling is contracted a mandatory baggage handling fee will be negotiated with tour organizers”.

Hyatt baggage handling fee shall be \$10.00 total: \$5.00 per bag in and \$5.00 per bag out.

Pinnacle baggage handling fee shall be \$15.00 total: \$7.50 per bag in and \$7.50 per bag out.

Westin baggage handling fee shall be \$13.00 total: \$6.50 per bag in and \$6.50 per bag out.

- (g) **Gratuities for Room Attendants**

(a) When any group contracts multiple room stays at the hotel the Employer will present the guest with the option to leave a gratuity for the Room Attendants on their group bill. One hundred percent (100%) of this gratuity/~~service charge~~ shall be paid to the Room Attendants.

(b) Complete disclosure of all the Room Attendant gratuities/~~service charges and distribution to employees~~ will be provided to the employees as per Article 18.14.

## Front Desk Commissions

Create an Article 18.15 to memorialize the current sales commissions at the each of the GVHEA hotels.

- a) The Front Desk Agents shall be paid no less than a \_\_\_\_\_ percent (\_\_\_\_ %) commission on the upselling of categories of rooms.
- b) The Front Desk Staff and the Union shall have the right to review the records pertaining to commissions paid to the bargaining unit in the Front Desk department.

## Workload Protection in All Departments

- Daily Room Cleaning (see below) & No Green Choice in housekeeping.
- Delete Westin Green Choice language and add Westin to existing No Incentive language at the Hyatt & Pinnacle Hotels.
- Workload Committee in each department: Create a new Article to read:

“In order to provide for regular review of the factors which affect the workload of a department, and the classifications therein, each Employer will hold a meeting every six (6) months at which will be present a representative group from a department, their Shop Steward/Committee Member, a Union Representative, their Department Head, the Director of Human Resources and the General Manager or their designee.’

### No job combinations

Modify current Article 12.04 to read as follows:

There shall be no new classifications nor combined jobs during the term of this Agreement.

### Daily Cleaning

New language in Article 17

- (i) Hotel stayover rooms shall be serviced daily, in the same manner as pre-pandemic, unless the guest affirmatively declines such services in the same manner as pre-pandemic/past practice, such as, by placing a “do not disturb” sign on the guest room door or otherwise notifying the Hotel that service has been declined. The Employer will not provide any incentive for guests to decline housekeeping service or charge extra for housekeeping services and will not affirmatively advise guests that services may be declined unless asked by the guest.

- (ii) Daily cleaning does not prevent the Employer from continuing, modifying or establishing a sustainable environmental program, such as a “green program”, whereby guest are encouraged to re-use linen or terry.

Delete Westin Green Choice language and add Westin to existing No Incentive language at the Hyatt & Pinnacle Hotels.

## Other Language Changes:

### Article 3 – Union Recognition And Related

Create a new section 3.09 – Bargaining Unit Lists to read:

On a semi-annual basis the Employer shall forward to the Union’s Secretary Treasurer or their designee, a list of employees covered by the collective bargaining agreement including the following information: name, address, social insurance number, email address, telephone number, classification, department, current wage rate and date of hire. Where possible, this information shall be provided in an Excel spreadsheet or in such other electronic format as may be mutually agreeable.

### Article 9 – Hours of Work

#### Scheduling

- Renew LOU #10 - Scheduling And Seniority Trial
- Modify 9.1.01 Main Principals of scheduling to schedule Regular/Full timers before Part timer:
  - (a) The main principles and guidelines for the operation of the new system of seniority, are as follows.
  - (b) It is the clear intention of the parties that those employees who are willing and able to commit themselves on a continuing basis to employment by their Employer, should be given priority of treatment in the matter of scheduling of shifts.
  - (c) The Employers agree that they will make every reasonable effort to maintain a suitable number of competent employees in order to support the new system.
  - (d) It is agreed that, subject only to the legitimate business interests of the Employer, ~~senior~~ **Regular/Full** time employees should be given the first opportunity to select their days off and specific a.m., p.m. and midnight shifts from among available shifts. **Once they have been scheduled, the remaining shifts will be offered to Part time employees based on their seniority and availability.**
  - (e) The parties acknowledge that the nature of the hotel industry is characterized by wide fluctuations in business levels and activity, and they therefore agree that it is in the best interests of all the

parties that the collective agreement provide the maximum possible degree of stability for the largest number of employees. **Regular/Full time employees shall enjoy superior scheduling rights to Part time employees.**

- (f) The parties also agree that it is in the overall interests of the entire bargaining unit that senior employees, once having selected their days off and a.m., p.m. and midnight shifts, shall be bound by their choices for the four (4) month election period.

Modify Article 9.02- Split Shifts to apply only to F&B staff as per Union's August 1, 2023 proposal.

Modify Article 9.03 (e) – Shift Hours to read:

Employees will be provided ~~eight (8)~~ **ten (10)** hours rest between scheduled shifts occurring over consecutive days, if not provided, overtime will be payable on all hours worked on the second shift.

## **Article 10 – Seniority**

Article 10.04 (g) to read:

notwithstanding the foregoing, when an employee is laid-off because of a state of emergency, natural or man-made disaster, or renovations, the employee's seniority will be frozen for the duration of that layoff period, even if the layoff period is longer than twenty four (24) consecutive months. When an employee is laid-off because of a pandemic the employee's seniority will be frozen for three (3) years from the date of the layoff.

## **Article 17.01 – Workload Conditions**

Modify Article 17.01 as follows:

~~(b) When a Room Attendant is assigned ten (10) or more check-outs in a day, the daily assignment shall be reduced by two (2) rooms or credits (inclusive of the one (1) room credit for eight (8) or more check-outs.)~~

When a Room Attendant is assigned six (6) or more check-outs in a day, the daily assignment shall be reduced by one (1) room or credit. If they are assigned nine (9) the daily assignment shall be reduced by two (2) rooms or credits (inclusive of the one (1) room credit for six (6) or more check-outs).

~~(d) When a Room Attendant is assigned eight (8) or more double/double rooms in one section, the daily room assignment will be reduced by one (1) credit.~~

When a Room Attendant is assigned five (5) or more double/double rooms, the daily room assignment will be reduced by one (1) room or credit. If they are assigned eight (8) or more double/double rooms, the daily room assignment will be reduced by two (2) rooms or credit. If they are assigned ten (10) or more double/double rooms, the daily room assignment will be reduced by three (3) rooms or credit.

~~(e) In any case where a Room Attendant is required to clean a full quota of rooms on more than two (2) floors, she shall be relieved of one (1) credit.~~

In any case where a Room Attendant is required to clean rooms on two (2) floors, they shall be relieved of one (1) room or credit. If they are required to clean four (4) floors, they shall be relieved of two (2) rooms or credits. The number of floors traveled per shift shall be five (5) floors.

(f) A Room Attendant shall not be required to make up more than ~~three~~ ~~(3)~~ two (2) cots or cribs.

Create a new section (l) to address linen changes:

When a Room Attendant is assigned to perform a linen change for every two (2) rooms with linen change they shall be counted as one (1) checkout room in the checkout calculation in Article 17.01 (b).

### **Article 18.02 to Staff Meals: modify to read as follows:**

- (a) A wholesome, freshly prepared meal shall be supplied by the Employer to all employees, with no deduction from the employee's wages, who work in excess of five (5) hours worked shall receive one (1) meal per day.
- (b) This meal will offer a healthy variety of menu items daily. The Employer and employees shall work together to create a monthly menu.

### **Article 22 – Grievance and Arbitration Procedure**

Modify Section 22.02 (c) Step Two, third paragraph:

“The Step Two Meeting must occur between the aforementioned parties within ~~thirty (30)~~ **ten (10)** working days (Monday to Friday, excluding holidays) of the Employer's receipt of written notification of the Union's intent to move the grievance to this Step”.

### **Article 25 – Tech Change**

Modify Section (a) - update Locals on Committee - Marriott 2, 5, 8, 19, 23, 24, 26, 30, 40, 49, 57, 75, 261 and 355.

Modify Section (b) - update Locals on Committee - Hyatt 2, 5, 7, 19, 23, 26, 30, 40, 75, 217 and 355.

New Letter of Understanding – Technology Committee: “If there are changes to the UNITE HERE International Union’s Technology Committee language during the term of the UNITE HERE Local 40/GVHEA collective agreement, those changes will be incorporated into Article 25 of this contract”.

### **Create new Article - Health & Safety**

- (a) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and the promotion of safe workplace practices. The Employer will ensure that the Occupational Health and Safety Regulation is readily available at each worksite for reference by all workers and will ensure that workers are aware of the onsite location where the Regulation is available for viewing.
- (b) Joint Occupational Health and Safety Committee
  - (i) The Employer and the Union agree to establish Occupational Health and Safety Committee (OH&S) at the Hotel
  - (ii) The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulation made pursuant to the Workers’ Compensation Act. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representatives.
  - (iii) A copy of all minutes of the OH&S Committees shall be sent to the Union and the Employer.
  - (iv) 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 regular pay for the time spent. This shall be considered time worked.
  - (v) 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.

- (vi) **Employees who are representatives of the Committee shall be entitled to time to prepare, 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 regular pay for the time spent. This shall be considered time worked.**
- (vii) **A Union Representative may attend Occupational Health and Safety Committee meetings as a non-voting guest.**
- (viii) No employee shall be disciplined for refusal to work when excused by the provisions of the Workers Compensation Act or regulations.
- (ix) **The Employer shall comply with all WorkSafe regulations, including but not limited to responding to all 21 day recommendation proposals submitted by the Worker Co-Chair within the applicable timelines.**

(c) First Aid Attendant: Employees who take time off at the direction of the Employer to take a recognized Industrial First Aid Program shall not suffer loss of regular pay. (this language would replace Article 18.10)

## **Response to Employer's August 1<sup>st</sup> proposal.**

ER# 1 – Duration: **See Union's duration proposal.**

ER# 2 & 3 – Retroactivity: **Union's position on retroactivity applies from July 1, 2022 – ratification of new contract.**

ER# 4 – Wages: **See Union's wage proposal. And we agree with the Employer that retroactivity is based on all hours paid: including straight time, overtime, vacation pay and all other paid time off.**

ER# 5 – Article 18.15 Gratuities: **Reject, see Union's proposal on no mandatory tip pooling, transparency, and grievances.**

ER# 6 – Sick Days – 5 days according to Employment Standards: **See Union's counter proposal.**

ER# 7 – Room Attendant Gratuities: **Union is reviewing.**

ER# 8 – Union Access: **Reject**

ER# 9 – Reduce advance notice of Schedule changes 48 to 24 and Westin Covid agreement: **Reject**

ER#10 – Restriction of Availability: **Discuss Employer's proposal.**

ER# 11 – Modify grievance procedure (Article 22.02 (b)): **Discuss Employer's proposal.**

ER# 12 – Individual Hotels:

(i) Hyatt:

(a) Add food runner classification in Mosaic Restaurant: **Need to first see runner's job description.**

(b) Bell/Door Services to be designated as Guest Services: **Union agrees.**

(c) Amenities: **Union Counter: "Guest Services delivery of amenities to a guest room is \$4.00 per delivery and the leaving of envelopes under the guest door is \$3.00 per delivery."**

(d) Room Attendants and Houseperson clarification of duties: **Union need to first see runner's job description.**

(ii) Pinnacle:

(a) Laundry/Seamstress classification merged and paid Room Attendant rate: **Yes to pay at Room Attendant rate, no to combining jobs.**

(b) Guest will have housekeeping services: **See Union's Daily Cleaning Proposal.**

(c) Special Project cleaning: **Union –clarify when it is Room Attendant work and when is it Houseperson work. Does this mean that Supervisors will not be assigned cleaning duties?**

(d) Gratuities: 18% on meal inclusive packages and 15% on management/internal meal charges: **Union – both are agreeable if based on normal retail price.**

(iii) Westin

(a) Banquet Set-up employees, for less than 20 guests and no food, will perform the Servers duties: **Reject**

- (b) Uniforms for Full time employees: Union counter – agreeable if it covers Regular Full time employees and 30 most senior part time employers
- (c) Finalize H2 seniority list: Union counter is that there is an AM seniority list and a PM Seniority list for H2 staff.
- (d) H2 gratuities: 18% on breakfast inclusive packages, 15% on promotions and elite breakfast vouchers. Union – do “breakfast inclusive packages” include: Surprise & Delight or Service Recovery? Union’s position remains percentages are based on normal retail prices and our counter regarding promos as 18% on parties of 6 or more In both H2 & Lounge.
- (e) Lounge: gratuities shall remain the exclusive property of the server, bartender and staff responsible for the service to guest: Union Rejects, see our gratuity protection language for Lounge, H2, Coffee Outlets and Bellstaff.

ER#13 – Overnight premium increased to \$1.00: Union counter \$2.00/hour.

ER#14 – Training premium of \$1/when training is performed and authorized by management: See Union proposal, \$2.00/hr for trainer’s full shift (Pinnacle model).

ER#15 – Employer Pension contribution (+10¢/hr July 1, '25 and +10¢/hr July 1, '26): See Union’s pension proposal.

ER#16 – annual meeting to discuss the status of hotel: Union agrees to the concept as part of a comprehensive, multi-year job security agreement.

ER#17 – Housekeeping workload: Modify 17.01 (d) 6 or more double bed rooms in 1 section will reduce by 1 credit. Union is reviewing.

ER#18 – withdraw all Section 104 Applications. Union rejects.

ER#19 – Health Benefits (cap annual increase at 10% of \$2.19): See Union proposal to discuss health care with Employers and the Fund Administrator and actuaries.

ER#21 – Amend Article 18.12 increase room service gratuities from 15% to 18%: Union is agreement if the ER agrees to Union’s proposed 18.12.

ER#22 – Amend Article 18.11 portorage: Hold Union still discussing

ER#23 – Amend Article 10.04(g) recall rights: **Union Rejects, holds to our proposal to automatic recall rights due to renovations or disasters and our counter of 3 years of recall rights in case of pandemic.**

ER#24 – Pension, The Union and the Employer jointly to instruct the Trustees to inquire into the terms to amend the plan for individual pension contributions. The contributions shall be by payroll deduction and remitted to the Fund. **Union – draft the side letter to Pension Plan Trustees. In addition negotiate an increase in Employer contributions to the Pension and address Bill C-30, see Union proposal.**

ER#25 – Amend Article 14.05 – percentage of workers released for vacation. ER proposal: “If Housekeeping Department, all classifications at the rate of 5% in each classification can be scheduled for vacation at the same time”. **Hold Union still discussing**

## **Union’s Hotel Specific Issues:**

### **Hyatt**

#### Housekeeping

- Increase the number of Housepersons per shift to reduce workload by taking the assignments of stripping of beds & doing linen drops.
- Discuss the possibility of rotating the assignment of floors to cover days off & vacations.
- Provide job description for Room Attendants & Housepersons.

#### Front Desk

- Increase the number of PBX staff by 1 per shift.

#### Restaurant

- Discussion of the current automatic gratuities on packages, vouchers, large parties, in-house bills and buyouts and transparency of gratuities.
- Provide job description for Food Runner.

#### Bell

- That a bellperson is scheduled to work the overnight shift.

- Discuss increases to portage and the delivery of amenities.

### Engineering

- That Layoff/Recall be done by departmental seniority for Engineering staff.
- That the vacant positions of Electrician, Plumber and Woodworker are posted & filled.
- That hiring is done first in-house.
- That 2 Engineers are scheduled to work the afternoon & overnight shift .

### All Departments

- Discuss training duties and set new rate for training of new staff by bargaining unit employees. [See Union's training proposal.](#)

## **Pinnacle**

### Front Desk

- Review of job duties by classification for Front Desk Department.
  - o Managers should not cover front desk breaks nor does PBX.
  - o There should be a 3rd person for rush hours check in (check opera, Matrix).
  - o There should be at least 2 Night Auditors per shift due to workload and safety and security.
  - o We need to hire a security guard at night.
- Side letter adding an additional Front Desk Agent on evening shift and that there is no job cross over PBX and Front Desk Agents.

### Housekeeping

- SUPERVISORS
  - o There should be 3 supervisors regardless of the occupancy. 1 for the opening. 1 for the midshift (they should start 30min after the opening) 1 for closing.
  - o Additional supervisor for 60% plus occupancy or if there is special projects
  - o Job description/Task list. Should not be responsible for fixing the schedule.
  - o No cleaning. Any cleaning duties should be assigned to RA

- Regular 3 PM shift RA for 60% plus occupancy and late check out.
- NIGHT CLEANER
  - Increase night premium increase \$2/hour. For this classification the night premium should start at the beginning of their shift (currently the premium starts at 12midnight, but should be at the beginning of the shift at 11pm).
  - Restore Pre-Pandemic staffing. At least 3-4 people per shift to cover the areas and workload.
- HOUSEPERSON
  - Restore AM Lobby and AM Runner. No job combination.
- LAUNDRY
  - There should be at least 2 Laundry Attendants scheduled per day.
  - Additional person for more than 200 checkout.
  - We need a proper seamstress. No job combination or crossover.
- ROOM ATTENDANTS
  - We need to change the minimum room assignment from 15 to 14. Workload is much too heavy.
  - Automatic \$2 tip with each room (including those who opt for DND sign).
  - When there are special projects in rooms or public areas that cleaning will be done by Room Attendants or Housepersons (not by Supervisors).
- Housekeeping wage parity with Hyatt and Westin.

### Banquets

- Discuss vacation pay for Banquet staff. Vacation pay should be calculated based on whole pay (including grats) not just wages.

### Kitchen

- Bring back staff meals to pre-pandemic quality, variety with a dedicated cafeteria cook. Insuring a clean Bistro/ lunch room.
- Side letter that Kitchen scheduling to be done by date of hired seniority. Same for layoff/recall.
- Shoe Allowance of \$200/year.

### Room Service

- Reopen the Room Service Department

- To have Room Service deliver amenities

## Bell

- That valet parking work is done by bargaining unit members.
- Luggage fee. In and out (delivery/pick up) \$15 from \$10.
- Storage fee \$10. Right now it's free.
- Staffing: 2 AM shift. 1 midshift (starts at 9 or 11AM). 2 PM shift (starts at 2:30 or 3:30PM).

## Pinnacle P2B Restaurant/Bar

- Gratuities paid to Serving Staff in the restaurant/bar/hostess to remain the property of the Server. This includes service charges paid in cash,debit/credit, room charges, gratuity vouchers, etc.
- Hotel tips to be increased to 15% on Management bills from current 12.5%.
- Gratuities on Hotel assigned "Menu Tastings " to be 18% on original menu/normal retail price.
- Take-out orders to include a 10% tip. Take-Out has significantly increased post pandemic . Room Service is no longer available therefore, guests come down for take-out. Servers tip out on the total amounts for take-out.
- Automatic gratuity of 18% on all breakfast/lunch/dinner vouchers based on normal retail price.
- On parties of 6 guests and more to include an automatic 18% gratuity.
- Extend core hours when hotel is above 80% occupied, extend 4 hour shift to 5 hour shift
- Re-open room service. The closing of Room Service is creating stress for hostess, bartender and busser (take out orders, room amenities) takes staff away from restaurant.

## **Westin**

### Housekeeping

- Union's daily cleaning proposal; specifically ending the "Green Choice" program at the Westin Bayshore.
- For every 35 arrivals there should be a 8 hour shift scheduled.
- Job description for Housekeeping Lead and Linen Room Asst.

## Banquets

- Side letter on Banquet staffing for the following staff by type of service:
  - o Plated dinner - 1 server per 2 tables or max 20 guests.
  - o Buffets dinner with wine - 1 server 3 tables max or 30 guests.
  - o Buffet dinner with out wine (like graduation) - 1 server max 5 tables or max 40 guests.
  - o Reception with alcohol, passing & stations food - 1 server per 30 guests.
  - o Reception with alcohol, passing & stations food - 1 server per 50 guests.
  
  - o Cold breakfast - 1 server per 40 guests.
  - o Hot breakfast - 1 server per 40 guests.
  - o Functions of 300 or more. Stewarding sets up clearing stations and get dishes.
- The current 22% service charge on room set up to be split on a 60/40 basis between the employees and the Employer.
- When Function of 300 or more guest there will be clearing stations and Stewarding will do this work.
- Employer to reimburse Banquet staff for the purchase of work pants.

## Stewarding

- Finalize the list of classifications & job assignments as follows: Pot Washer, Dishwasher, Yardman, Porter, Lead Steward and Cafeteria Attendant. Delete Houseperson/Janitor.
- Daily Staffing in Stewarding will be as follows:

### **H2 Dishwashing area:**

- o AM: 2 dishwashers, 1 pot washer, 1 porter
- o PM: 2 dishwashers, 1 pot washer

### **Banquets Dishwashing area:**

- AM: 1 Dishwasher
  - PM: For every 100 guests, 1 dishwasher
- Staffing for clearing 300 or more

**Cafeteria:**

- AM: 1 attendant (7am-3:30pm)
- PM: 1 attendant (2:30pm-11pm)

**Yardman:** 1 yardman/day on the AM shift

**Night Cleaners:** 3 per night

**Lead Stewarding:**

- AM: 1 lead steward
- PM: 1 lead steward

**Kitchen**

- All Stewarding shifts shall be eight (8) hours of work.
  - Side letter on promotions procedure in this department.
    - Applicants for promotions must be selected by the following criteria:
      - 1<sup>st</sup> - Certifications (e.g. Red Seal)
      - 2<sup>nd</sup> – Skill

*If the applicant's skill is questioned, either applicant or employer can request to be tested by trial shift or black box test.*

    - 3<sup>rd</sup> - Length of Employment

*Example: 2 Applicants with both certification and adequate skills, will be promoted based on their length of employment. There will be no favoritism in promotions.*
- Staffing formula for banquets:
  - Starting with 4 Banquet Cooks up to 100 covers
  - Additional 3 Banquet Cooks for every 100 covers after that.
- Side letter on training duties and set new rate for training of new staff by kitchen employees.

- Training must be done when an employee is working in an unfamiliar position.
- There will be 2 proposed training methods:
  - Shadowing: (minimum of 3 days)
  - Lead: (minimum of 3 days)
- Shadowing training is ideal when the position is handled by a single employee (e.g. High Tea, H2 Breakfast). In Shadowing the trainer will perform the position and the trainee will follow. The trainee is expected to observe and assist the trainer throughout the shift. In no way can the trainee be left to work alone, nor work in other positions at the same time.
- Lead training is ideal when the position is already supervised by a leading employee (e.g. Banquets, Pastry). In Lead training the supervising employee will instruct and oversee the trainee during their shift. In exchange for the training and extra work, the supervising employee will receive an additional \$2 per hour.

## H2

- H2 AM opening hours will return to pre-covid hours of 6:30am-11:30am to better serve the guests and allow a manageable workload for staff.
  - Extended hours will first be offered to full time AM H2 staff to allow for hours worked that are more commensurate with a full time position of 37.5 hours per week.
- H2 PM as a 7 day a week operation with consistent hours of operation for staff & guests.
- Finalize the seniority list issue.
- Restoration of the old autograts system (18%) in the case of discounted packages/buffets etc, whereby the gratuity is applied to the full /normal retail price and not the discounted price (such as on Elite Member breakfast voucher, complimentary breakfast voucher (Surprise & Delight or Service Recovery)

## H2 & Lounge

- In both venues staff would like to receive a tentative schedule 2 weeks in advance, with changes by management permitted up to 48 hours before the shift begins.
- In both venues staff want to have fresh, health staff meals available for the dinner shift. If staff can not get to the cafeteria and have ample time to eat our meal, a restaurant meal from a staff food list will be provided.

### Lounge

- Any and all gratuities received in the lounge shall remain the exclusive property of the server, bartender, and staff responsible for the service to the guest.
- All food & beverage work in the Lounge shall be staffed by the Lounge staff. The Lounge's gratuities structure will remain in place for all events that take place in the lounge, including large parties and buy outs by conference groups.
- A gratuity of eighteen percent (18%) on parties of six (6) or more will be added to promotional ("promo") cheques. One hundred percent (100%) of this eighteen percent (18%) gratuity/service charge shall be paid to the Server.
- Creating new classifications of Kitchen Expeditor paid at Cook 2 rate.
- Compensation for Bartenders shopping for drink ingredients outside of the regularly scheduled shifts.
- Schedule an additional Host/Hostess on each shift.
- Micros card for Host/Hostess so they can independently process to go orders.
- All staff will be permitted to choose whether to wear either the pants or dress uniform option.

### Bell

- That valet parking work is done by bargaining unit members.
- Discussion to clarify responsibilities of BikeWestin duties.
- Discussion of any Marriott plans to automate work of Bell/Service Express Attendants
- Discussion of guaranteed per-item storage fees for luggage assistance service offered to conference guests.

- Relieve overnight Service Express Attendants from doing the work of Housekeeping.
- Improve shift coverage insuring that break times are covered by another Service Express Attendant.

### Front Desk

- Memorialize commission/upselling compensation program into the collective agreement.
- Reinstate IRD upsell incentives, Guest Voice and Loyalty programs
- Restore overnight shift for PBX/Command Centre.
- Relieve overnight Guest Service Agents from doing valet parking, luggage assistance, delivery of amenities.

### **Duration:**

Three (3) years (July 1, 2022 – June 30, 2025) with Union’s job security proposal

or

Two (2) years (July 1, 2022 – June 30, 2024) without Union’s job security proposal.

## **Tentatively Agreed to Items**

Modifying Article 14.02 (d) - Gross Earnings add the following to current language: “...paid bereavement days, paid sick days and any other paid time off”. **ER Agreed 8/1/23**

### Hotel Specific

**Pinnacle:** Air France \$4.00 pure voucher:

**ER Agreed 8/1/23**