

**From:** [Wong, Elaine](#) on behalf of [Mayor](#)  
**To:** [LegislativeServices](#)  
**Subject:** FW: Sheraton Vancouver Airport Hotel Labour Dispute  
**Date:** Monday, March 18, 2024 10:07:14 AM

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**From:** Iain Fletcher Redacted as per FOIPPA Section 22  
**Sent:** Sunday, March 17, 2024 6:31 AM  
**To:** [vhui@richmond-news.com](mailto:vhui@richmond-news.com); [media@bcfed.ca](mailto:media@bcfed.ca); Mayor <[Mayor@burnaby.ca](mailto:Mayor@burnaby.ca)>;  
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**Cc:** Ani Avakians Redacted as per FOIPPA Section 22  
**Subject:** Sheraton Vancouver Airport Hotel Labour Dispute

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Attention:

Mayor Brodie, Richmond City Council  
Mayor Hurley, Burnaby City Council  
Suzanne Skidmore, President, BC Federation of Labour  
Vikki Hui, Richmond News

I am writing to you concerning the Sheraton Vancouver Airport Hotel / Unite Here Local 40 labour dispute, now in its tenth month. I am an employee of the Sheraton Vancouver Airport Hotel who regularly crosses the picket line in support of the hotel, and my coworkers. The catalyst for my return was after the union sanctioned bargaining committee engaged in harassment and abusive behaviour toward my colleagues who returned to work out of necessity.

This strike should have ended in December 2023, but continues with little hope for resolution in the foreseeable future. Unite Here Local 40 has been in breach of its duty to its own members while continuing to find support and solidarity in the form of boycotts from other unions and city councils.

The union continues to insist that a fair contract and living wages are the sole outstanding issues in the ongoing dispute. Both were offered to employees of the Sheraton on December 11, 2023, when hotel management communicated to staff and the union, they wished to accept all the terms of Mediator Amanda Rogers' Non-Binding Recommendations for Settlement. This document was forwarded to Richmond News on December 7<sup>th</sup>. Had union members been allowed to vote on this proposal, this strike would have ended before Christmas.

In Vikki Hui's December 15<sup>th</sup> story, she highlighted the mediator's recommendations where she stated, "unions are democratic institutions and must be guided by the will of the majority of the members. Given the realities of this strike, it is an appropriate time, in my view, to test the will of the members to end the dispute."

Members were not provided the legal and rightful opportunity to cast a ballot while the union and minority bargaining committee acted arbitrarily on our behalf. I would go as far as to say this behaviour is corrupt and unethical. It is also important to know Ms. Rogers relieved herself from negotiations due to the

union's lack of willingness to cooperate and end this dispute.

On December 23<sup>rd</sup>, I wrote to Local 40 Secretary Treasurer Robert Demand, requesting a vote, reminding him of his duty and asking him to comment on Ms. Rogers' Non-Binding Recommendation for Settlement. This email went unanswered like many others from those who questioned his agenda. I also wrote that I believed he was in violation of Part 2, Sections 11 & 12 of The Labour Relations Code.

***Requirement to bargain in good faith***

*11 (1)A trade union or employer must not fail or refuse to bargain collectively in good faith in British Columbia and to make every reasonable effort to conclude a collective agreement.*

***Duty of fair representation***

*12 (1)A trade union or council of trade unions must not act in a manner that is arbitrary, discriminatory or in bad faith  
(a)in representing any of the employees in an appropriate bargaining unit*

Ms. Rogers' recommendation highlights several examples of Local 40 not acting in good faith. On page 11, during bargaining, the union wished to retract the proposed \$1.00 per hour Housekeeping Supervisor rate over the regular Housekeeper wage. This was a deliberate and targeted move toward Housekeeping Supervisors who had returned to work as of the date of the final negotiation meeting. Ms. Rogers did not accept this amendment.

Through negotiations the union did not perform a duty of fair representation, demanding a proposed immediate wage increase of upwards of 25%. Besides such an escalation not being plausible or economically feasible, "that increase takes the wage rate significantly higher than the amount determined by CCPA-BC" as Ms. Rogers commented on page 11.

On pages 9 & 10 Ms. Rogers addresses the union's repeated call for a living wage, calculated at \$24.08 per hour in Metro Vancouver. Her proposal was an immediate 7% increase followed by 6% and 5% the following years.

	2023	2024	2025
GSA	24.11	25.56	26.83
Room Attendant	23.77	25.20	26.46
Server	20.10	21.31	22.38
Cook	27.55	29.20	30.66

Ms. Rogers also took into consideration the health and welfare benefits of \$1.54 per hour paid by the hotel, "putting these categories above the current living wage". Servers will average over \$10 per hour in gratuities in addition to their regular wage. There were also wage comparisons made with six other hotel properties; the proposed Sheraton wages averaged above all, including a four-star downtown Vancouver property.

In addition to the 18% wage increases over three years, a signing bonus of \$1.00 per hour for all hours worked from June 1, 2022, to May 31, 2023, was tabled, with a minimum of \$600 for part time employees. Full time employees potentially worked close to 2000 hours.

Any union acting in good faith would have recommended its members entertain this proposal with living wages and bonuses to get them back to work.

On page 23 of Ms. Rogers' recommendation, she notes the union became "furious" at the hotel's proposal on the Return to Work Agreement. The union was not willing to offer amnesty for members who returned to work, instead wishing to levy fines against its members. The union was unsuccessful in collecting fines of between \$5000 and \$20,000 from its members at Hilton Metrotown following its yearlong strike and "would never agree to an agreement that prevented it from relying on Article 4.05 of the Collective Agreement." In this case.

The union has encouraged dishonesty from members of the bargaining committee on Local 40's social media platforms and in interviews. Members from the banquet department have gone on record claiming they make "pennies above minimum wage", neglecting to disclose their benefits which put them far ahead of their peers on the picket line. During a busy banquet season, gratuities for those servers and bartenders can surpass their hourly wage. As this group continues to falsely declare they are fighting for a living wage, each day they remain on strike ironically proves they can live on far less.

The union has now convinced WestJet, Porter Airlines, UPS, American Airlines and Japan Airlines to boycott the Larco owned Sheraton, Marriott and Hilton. These organizations have been fed and acted on false information, trusting Local 40 leadership has been competent and straightforward. Richmond City Council and Burnaby City Council have also pledged support and boycotts as they believe in error that living wages and a fair contract were not offered to employees months ago.

Recently, the union shared a February 22<sup>nd</sup> letter Burnaby Mayor Hurley wrote to Larco, encouraging the company to consider paying its workers a living wage. Since it was apparent Mayor Hurley was not provided crucial information, I wrote to his office sharing the Non -Binding Recommendation the union refused to agree to. I have yet to receive a response.

On March 11, the twenty-one person bargaining committee penned a letter to all Sheraton employees reiterating their position. It is important to note nearly triple this number have crossed the picket line to return to work. They continue falsely state the hotel refused to negotiate in December and February. After the Union's refusal to acknowledge the mediator's recommendation in December, they reached out to continue negotiating in February. As any entity with rationale would conclude, it was the hotel's point that if the dispute couldn't be resolved with the aid of a mediator, resuming negotiations would be pointless. The letter again inaccurately declares they are fighting for a living wage as if it wasn't offered last year at the conclusion of mediation.

On March 14<sup>th</sup>, Local 40 Secretary Treasurer Robert Demand sent a letter to The Sheraton Vancouver Airport General Manager. In it, he falsely continues the hotel is not bargaining and has not brought an offer forward since October 2023. He also provides solid evidence the union is not bargaining in good faith at the Hyatt, Westin Bayshore and Pinnacle Hotel where committees "just rejected an offer that would take the average wage past \$31.00 this summer." This would be an over 30% immediate increase above current contracts in the Metro Vancouver area and push hospitality wages on par with and above many salaried management jobs including a current Indeed posting at Unite Here Local 40. Mr. Demand's reckless departure from reality puts three other Vancouver properties at risk of a lengthy labour dispute in the near future, affecting tens of thousands of people and international tourism.

The public, city councils, BC Labour Federation and other unions need to know there is a majority who do not support the labour dispute or the union at the Sheraton Hotel. I am hoping this can be shared in part, or whole in support of those who wish to work, provide for their families, and contribute to our local economy with pride. I am also hoping there can be some intervention concerning the reprehensible leadership at Unite Here Local 40 before more widespread damage is done.

Sincerely,

Iain Fletcher