

IN THE MATTER OF A DISPUTE

BETWEEN:

RICHMOND INN HOTEL LTD.
DBA SHERATON VANCOUVER AIRPORT HOTEL

(the “Employer”)

AND:

UNITE HERE, LOCAL 40

(the “Union”)

**NON-BINDING
RECOMMENDATIONS FOR SETTLEMENT
SUBMITTED TO THE PARTIES**

BY

AMANDA ROGERS

ON

DECEMBER 7, 2023

In May 2023, I was appointed by the Parties to mediate their collective bargaining dispute.

The Employer is the Sheraton Richmond Airport Hotel, a full-service hotel located in Richmond, BC. In addition to approximately 380 guest rooms, the Hotel includes a large convention centre, a Starbucks coffee outlet, and Harold's Kitchen and Bar.

The Union is the certified bargaining agent for all employees at the hotel.

The previous Collective Agreement expired May 31, 2020. The Union provided notice to bargain to the Employer on March 10, 2020, and the Parties commenced negotiations for the renewal of their Collective Agreement thereafter. Suffice it to say, little progress was made during the Parties' numerous bargaining sessions.

I held mediated talks with the Parties on May 12 and 17, 2023 and December 1, 2023. The Union commenced a strike on June 14, 2023, which continues to date.

Although the Parties were able to resolve all but a few outstanding issues in mediation, which continued sporadically throughout the labour dispute, the Parties remain deadlocked on the issue of wages and there are other issues that remain outstanding between them as detailed in this report.

On December 1, 2023, almost six months into the strike, I concluded that further mediation would not lead to a resolution of this protracted dispute. I advised the Parties I would be issuing non-binding recommendations in the hopes that this will facilitate an end to the dispute.

In crafting this recommended settlement, I have considered the unique history of negotiations at this Hotel during the 10 years prior to this dispute. I have also been guided by a number of other considerations, including the wage rates at other unionized hotels in and around

Richmond, BC, and the percentage increases achieved by this Union and others in the hospitality sector and more generally across the province in recent years.

The History of Labour Relations Between the Hotel and UNITE HERE, Local 40

This dispute has long been in the making.

The Hotel (formerly the Best Western Richmond Inn) was part of the Hospitality Industrial Relations group (HIR) – an employer bargaining association voluntarily-recognized by the Union as the bargaining agent for approximately 30 hotels (currently) across BC, and with which the Union negotiates a single collective agreement for all of the bargaining units at those properties.

In February 2012, the Union gave notice to HIR that it was seeking to negotiate and conclude a stand-alone collective agreement with the Hotel.

HIR opposed this request, refusing to engage in separate negotiations. The Union applied to the BC Labour Relations Board under section 11 of the *Labour Relations Code* (“Code”), alleging that HIR was violating its duty to bargain in good faith by refusing to meet with the Union for bargaining. The Union conducted a strike vote amongst employees of the Sheraton Richmond Airport Hotel only in November 2012 who voted to authorize strike action.

In *Re Hospitality Industrial Relations*, BCLRB No. B257/2012, the Board held that the Union had the right to bargain directly with the Hotel but that the Union had violated section 11 of the *Code* “by failing to give adequate notice of its intention to bargain a separate agreement with the Employer, and then insisting the Employer bargain apart from Master Bargaining.” The Union was ordered to bargain in good faith with HIR and the strike vote was declared to be of no force and effect since it was taken “pursuant to, and in furtherance of, a violation of Section 11 of the *Code*.”

That decision was overturned on reconsideration in BCLRB No. B42/2013, in which a Reconsideration Panel of the Board held that the Original Decision was inconsistent with the principles of the *Code*, and that “the parties to the collective agreement, in accordance with the terms in it, may not unilaterally withdraw an HIR member hotel from the industry or master bargaining and insist on certification-based bargaining under the *Code*.”

During the negotiations that took place with HIR throughout 2013, employees at the Sheraton Vancouver Airport held a 1-day strike – the first hotel strike in Metro Vancouver in a dozen years.¹ Ultimately, a renewed collective agreement was achieved between the Union and HIR in late November, 2013. A subsequent agreement was negotiated between the Union and HIR (with the Sheraton included) in 2016 (for a term ending May 31, 2020).

The Union filed a grievance under LOU #9 of the HIR Master Agreement arguing that the wage rates for classifications at the Sheraton needed to be reviewed under the process laid out in that LOU because there had been extensive renovations to the Hotel in 2009 and the property had been converted to a Sheraton brand hotel just prior to the 2010 Olympics. The 10,000 square foot Britannia Ballroom and Britannia kitchen had also been added to the Hotel in late 2015.

That matter was referred to Arbitrator Dorsey in 2015, and ultimately settled through a Consent Award in 2018. In the course of that grievance dispute, the Union argued that workers at the Sheraton required an upward wage adjustment for all classifications at the Hotel because of enhancements to the property that meant the wages were no longer fair. The Employer opposed the LOU #9 grievance, characterizing it as a collateral attack on the Board’s decision that the Union was required to bargain for employees at the Hotel together with the rest of the HIR members. They also argued the renovations at the Hotel did not trigger the LOU #9 process.

¹ <https://www.uniteherelocal40.org/2013/12/local-40-members-ratify-new-contract-at-47-hotels-pubs-liquor-stores/>

The parties engaged in mediation with Arbitrator Ken Saunders, and as noted, a Consent Order was issued by Arbitrator Jim Dorsey on September 22, 2018 fully and finally disposing of the grievance. That Consent Award provided for wage increases to workers at the Sheraton ranging from \$.15-\$2.00/hour depending on classification.

In early 2020, the Union applied to the Board seeking a declaration that it may engage in direct, certification-based bargaining with the Hotel. In 2020 BCLRB 31, the Board granted the Union's application to remove employees of the Hotel from the parties' existing bargaining structure, and declared that a unit comprised of employees covered by the Sheraton Certification is a unit appropriate for collective bargaining.

As previously indicated, the Union gave notice to bargain the first stand-alone collective agreement with the Sheraton on March 10, 2020. It is this first agreement between negotiated by these Parties that is at issue in the present dispute.

Wages at Other Unionized Hotels

Throughout the dispute, the Union has asserted that it is seeking to make bargaining unit employees the highest paid hotel workers in Richmond.

As a benchmark, I have created the following chart setting out the current wage rate at the Sheraton (2022) and the 2023 wage rates for key classifications at other unionized hotels in Richmond and some other competitors in similarly-situated markets.

	CURRENT RATES AT SHERATON (with 2022 wage increase)	Executive Inn 2023	River Rock² 2023	Radisson President Hotel % Suites 2023	Hilton Metrotown 2023	Coast Coal Harbour 2023	Inn at Laurel Point (Victoria) 2023
GSA	\$22.53	\$24.14	\$24.21	\$20.18	\$22.91	\$25.12	\$22.70
Room Attendant	\$22.21	\$23.61	\$24.54	\$21.53	\$21.98	\$22.57	\$22.70
Server	\$18.78	\$17.21	--	\$16.63	\$20.67	\$18.75	\$18.73
Cook	\$25.75	\$23.12	--	\$25.63	\$24.89	\$26.34	\$26.49

Wage Increases Freely Negotiated at Other Unionized Hotels

The following chart reflects wage increases negotiated in the hotel industry in recent years:

HOTEL	UNION	2021	2022	2023	2024	2025
HIR Master	UNITE HERE	0%	2%	2%	-	-
River Rock Casino	BCGEU	2%	0%	5.25%	4.25%	3.25%
Executive Inn	CLAC	-	-	2%	2%	2%
Hotel Vancouver	Unifor	-	--	6%	6%	6%
Coast Coal Harbour	Unifor	-	1%	2.5%	-	-
Inn at Laurel Point (Victoria) *collective agreement expired June 30, 2019 and renewal agreement ratified May 2023	UNITE HERE	--	**employer unilateral wage increases (classification specific)	4%	4%	4%
Hilton Metrotown	UNITE HERE	-	\$.60	\$.80	\$.90	

** - used to indicate that wage increases for that year are not included in the term of the agreement

² This is the Step 5 rate (CA has steps 1 – 5 wage rates)

Current State of the Hotel Industry

Another relevant factor to these recommendations is the fact that all indications are that the hotel market in British Columbia is finally recovering after the worldwide COVID-19 pandemic.

The Coldwell Banker Richard Ellis (CBRE) Group Inc. in its Canadian Hotel Industry Outlook (Q3 2023) reported that RevPAR in British Columbia in 2023 has now exceeded pre-COVID levels, and a 4% increase in RevPAR growth is anticipated in the BC hotel market for 2024.³ Occupancy rates are expected to be 1% higher in 2024 than 2023 at 81%.

While these trends are promising, there can be no dispute that the COVID-19 pandemic had a devastating effect on the tourism sector and has altered British Columbia's visitor economy.⁴ While this Hotel fared better than many during the pandemic due to its contracts for seasonal agricultural workers and flight attendants, certainly, its bottom line was impacted by the pandemic. It has continued to operate at limited capacity during the strike with eligible managers and employees who are working.

FRAMEWORK FOR SETTLEMENT OF ISSUES IN DISPUTE

Having had the opportunity to consider the Parties' respective positions on all the matters, and all the other relevant considerations outlined above, I make the following recommendations for settlement, which I recommend be submitted to a secret ballot vote of the Union's membership within seven (7) days of this report.

³ <https://mktgdocs.cbre.com/2299/a9fb3f1a-6acf-44e4-b28c-c1e24da4c154-1328543324.pdf>

⁴ [News.gov.bc.ca/factsheets/covid-19economiv-recovery-plan-boosts-bc-tourism-industry](https://news.gov.bc.ca/factsheets/covid-19economiv-recovery-plan-boosts-bc-tourism-industry)

A. OUTSTANDING LANGUAGE AND MONETARY ISSUES**Term**

The Union's most recent proposal is for a term ending in 2025, whereas the Employer is proposing a term that would expire in 2027.

My recommendation is that the Collective Agreement be for a term expiring May 31, 2026. In my view, this is an appropriate compromise in the circumstances that will allow the Parties to stabilize their relationship without unduly restricting their bargaining too far into the future.

Wages

The Union proposes an 8% wage increase for 2022 (on top of the Employer's targeted increases already implemented for that year), 8% for 2023, and 6.5% for 2024. It seeks retroactive wages to June 1, 2020.

The Union additionally maintains its proposal for a bonus paid to all "staff that worked through the beginning of the pandemic in 2020-2021 and shall be \$1.00/hour paid from June 1, 2020 – December 31, 2021".

The Employer proposes a term ending May 2027. The Employer's last proposal (made October 23, 2023) is 5% for tipped workers and 5.5% for non-tipped at ratification for 2023, 4.5% in 2024, 4.5% in 2025, and 3% in 2026. The Employer made an alternate proposal to accept the Union's "Covid bonus" proposal with a 4% increase for 2023 instead of the 4.5%.

The Employer proposes a signing bonus for active employees at ratification in the amount of \$.75 for all hours worked between June 1, 2022 and May 31, 2023.

Recommendation Re Wages and Bonuses

In determining appropriate wage increases to recommend, I have considered a number of factors.

One of these factors is the extent to which the Parties at present are deeply dug in on their positions. At almost six months into this strike, neither has given any indication they are anywhere near ready to reach a deal. The fact that this recommended settlement, if implemented, could end the strike much quicker than if the Parties are left to their own devices is a consideration in determining a fair and reasonable solution to the significant wage gulf between the Parties.

Another is the need for employees at the Hotel to be paid a living wage – an oft-cited refrain of the Union throughout this dispute. It has pointed to the living wage set out by CCPA-BC and Living Wage for Families BC in a February 2023 update, which in Metro Vancouver is \$24.08 per hour. Under the same study, the living wage in Victoria is calculated as \$24.29 an hour.

The formula for determining the living wage is based on the hourly amount that each of two working parents with two young children must earn to meet their basic expenses including rent, childcare, food and transportation once government taxes, credits, deductions and subsidies are taken into account. The calculation does not include debt repayment or savings for future plans.

In all of the circumstances, I recommend the Parties agree to the following wage increases:

2022	2023 (date of ratification)	2024 (June 1)	2025 (June 1)
*as already provided by the Employer	7%	6%	5%

I believe these wage increases compare favourably with other settlements in the industry and provide an appropriate compromise between the Parties' positions. The 7% bump at the front end of the contract puts wage rates at the Sheraton near or on par with the highest paid properties in Richmond, BC.

For reference, these increases will result in the following 2023 wage rates for the classifications listed:

Classification	2023 wage rate
GSA	24.11
Room Attendant	23.77
Server	20.10
Cook	27.55

A direct comparison of 2023 wages under this recommendation is provided below:

	Recommended 2023 RATES AT SHERATON	Executive Inn 2023	River Rock ⁵ 2023	Radisson President Hotel % Suites 2023	Hilton Metrotown 2023	Coast Coal Harbour 2023	Inn at Laurel Point (Victoria) 2023
GSA	\$24.11	\$24.14	\$24.21	\$20.18	\$22.91	\$25.12	\$22.70
Room Attendant	\$23.77	\$23.61	\$24.54	\$21.53	\$21.98	\$22.57	\$22.70
Server	\$20.10	\$17.21	--	\$16.63	\$20.67	\$18.75	\$18.73
Cook	\$27.55	\$23.12	--	\$25.63	\$24.89	\$26.34	\$26.49

These wage rates achieve the Union's objective of ensuring that workers in the largest classifications at the Hotel are earning a living wage, when the Collective Agreement benefits

⁵ This is the Step 5 rate (CA has steps 1 – 5 wage rates)

such as health and welfare benefits (which presently cost the Hotel \$1.54 per hour), pension, longevity bonus, enhanced overtime provisions that exceed the statutory minimums are factored in.

Further, I note, the living wage refrain of the Union in this dispute cannot support immediate wage increases of upwards of 25%, as the Union has proposed, in cases where that increase takes the wage rate significantly higher than the amount determined by CCPA-BC.

With respect to the bonuses proposed by the Parties, I recommend a \$1.00 signing bonus be provided to current employees on all hours worked from June 1, 2022 to May 31, 2023, with a minimum of \$600 paid to each employee.

Although I note this is much higher than the signing bonus proposed by the Employer, I believe a sizable bonus to employees is appropriate and necessary to bring this dispute to an end.

While I acknowledge that the Union is seeking a bonus for hours worked by employees between June 1, 2020 and December 31, 2021, I find such a benefit compensates a smaller group of employees by excluding employees who were unable to work during the pandemic due to lack of work.

Other Wage Adjustments

The Union initially proposed that Housekeeping Supervisors' wage rate be increased to \$1.00/hour above the Housekeeper wage rate. The Parties agreed to this classification specific wage adjustment during mediation.

Notwithstanding that agreement, on December 1, 2023, the Union expressed its desire to withdraw this proposal.

I am recommending that the Housekeeping Supervisor wage rate increase agreed to by the Parties remain intact, and that upon ratification, Housekeeping Supervisors be paid \$1.00 per hour above the Room Attendant wage rate. The Union explained in negotiations that this increase was required to recognize the increased scope of responsibilities and duties of this role, which was accepted by the Employer when it agreed to the Union's proposed increase.

Additionally, the Union proposed, and the Employer agreed on June 7, 2023, to increase the wage rate of the Night Audit by \$1.00 per hour upon ratification. Thus, I recommend this agreement also be reflected in the renewed Collective Agreement.

I decline to recommend the Union's proposed increase for the Beer and Wine Store Attendant classification to the same wage rate as the Receiving Clerk. I note this proposal was made at the start of mediation and occupied little time during discussions.

Pension

The Union is seeking a \$.10 per hour increase to the Employer pension contributions paid to the pension fund for the years 2023 and 2024.

The Employer proposes no increase to its pension contributions, stating its belief that not many employees derive much benefit from the plan. According to the Employer, it has allocated money that would have otherwise gone to the pension, to wages instead.

After carefully considering this issue, I am not recommending an increase to the pension at this time. I note that neither the HIR Master Agreement, nor the Hilton Vancouver Metrotown agreement included pension contribution increases.

Health and Welfare Benefits

The Parties have agreed on the contribution rates for the years 2020-2024 but have not yet agreed on the contribution rate for the year 2025.

The Union has proposed the Employer contribution rate at \$1.75/hour. The Employer's last proposal was to increase the employee contribution portion for the years 2025, 2026, and 2027 if there was more than a \$.10 increase.

A further area of difference between the Parties in respect of health and welfare contribution rates is the effective date for the decrease to Employer contributions negotiated by the Parties to reflect the change in the rates caused by the elimination of payment allocated to MSP. The Parties agreed in the HIR Master renewed agreement to make the rate decrease effective June 1, 2020, which is what the Hotel is seeking in this case, and which it proposes be achieved through a wage contribution holiday until the difference between the contributions it paid to the health and welfare trust under the expired agreement and this new reduced contribution rate are accounted for up to the date of ratification.

The Union, on the other hand, proposes that the contribution rate reduction be effective January 1, 2021. It has indicated it would be agreeable to a contribution holiday but that is not part of its proposal.

Having carefully considered this issue, I recommend the following contribution rates for the duration of the Collective Agreement:

<u>1/6/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
\$1.35/hr	\$1.35/hr	\$1.44/hr	\$1.54/hr	\$1.64/hr	\$1.75/hr

I make this recommendation based on the principles of comparability and replication. The Sheraton health and welfare benefits stayed the same, and bargaining unit members remain in the same plan and same division as HIR employees. In my view, it is fair and reasonable to

conclude that the Union would have agreed to treat these employees the same under both agreements if this matter were settled in free collective bargaining.

Articles 16.07 and 16.09 and the New Longevity Bonus LOU

Article 16.07 of the Collective Agreement provides for severance to be paid to employees at the time they leave the employ of the Employer based on the number of hours they work over the course of their employment.

Article 16.09 specifies that this severance is payable in the event of a sale or transfer.

The Employer proposes to delete these provisions and to replace them with a new LOU entitled Longevity Bonus that ends severance pay for all employees hired after the ratification date and pays out severance (now longevity bonus) to all existing employees on hours worked from their date of hire until June 14, 2023.

In support of its proposal, the Employer notes that the Union has agreed to similar proposals at the Inn at Laurel Point, Hilton Vancouver Metrotown and in the HIR Master.

The Union rejects the Employer's proposal to remove the Longevity Bonus arguing it ought to stay intact for both existing and new employees. Instead, it proposes that the following clause be added to the existing language:

- (f) If an employee is permanently laid off they shall receive Employment Standards severance or longevity bonus whichever is greater.

The Union will agree to the Employer's proposal to delete the Cashout in the Event of Sale provision in exchange for acceptance of its Severance/Longevity proposal.

In my view, applying the principles of replication and comparability leads to the conclusion that the Union is likely to have agreed to the elimination of enhanced severance for new employees

as it has done at other hotels. Thus, I recommend Articles 16.07 and 16.09 are removed from the renewed Collective Agreement.

I am not convinced, though, that the Union would have agreed to the Employer's current proposal – which is to eliminate the accrual of the bonus on a go forward basis for existing employees. At other properties, including the Hilton Vancouver Metrotown, the Union ultimately agreed to eliminate the bonus for new employees but to have it remain otherwise unchanged for existing employees.

I think that is the more likely compromise the Parties would have landed on in the circumstances. Therefore, I recommend that a new Longevity Bonus LOU be included in the Collective Agreement that reads as follows:

NEW LOU #XX Severance / Longevity Bonus between
HOSPITALITY INDUSTRIAL RELATIONS and
UNITE HERE LOCAL 40

Severance for Permanent Layoff:

- (a) All employees upon permanent layoff shall receive severance in accordance with the *Employment Standards Act* or the Longevity Bonus as per this Letter of Understanding, whichever is greater.

Longevity Bonus:

- (a) All employees hired before the date of ratification will receive a longevity bonus as outlined below. Employees hired after the date of ratification will not be eligible for the longevity bonus.
 - (b) Employees upon termination, shall receive twelve (12) hours' pay for each year of continuous service.
 - (c) Employees must have worked a minimum of one thousand eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours' pay.
 - (d) Eligible employees who worked less hours will receive pro rata severance pay for the year based on the actual hours worked as a percentage of
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one thousand eight hundred and twenty (1,820) hours, e.g. a person working nine hundred ten (910) hours will receive six (6) hours pay.

- (e) Regular hours not worked as a result of a bona fide sickness or accident will be credited to the hours worked.
- (f) This LOU will not apply in cases of discharge for cause or in cases of an employee's resignation when an employee does not provide one (1) week's written notice of their resignation.
- (g) Employees, who are not recalled to the workplace will receive the Longevity Bonus in this LOU, or employment standards severance pay, whatever is greater.
- (h) In the event a hotel is sold or transferred all employees shall be paid their Longevity Bonus as outlined in this LOU at the time of the sale or transfer.

Article 16.13 – Banquet Gratuity Agreement

The Union has proposed the introduction of new Banquet gratuity language. During mediation, the Parties agreed to include the following new language in the Collective Agreement, mostly deriving from the Union's proposal:

- (a) The current total banquet service charge/gratuity that appears on client's bill (or included on liquor sales) shall be no less than eighteen percent (18%). There is a split of sixty percent (60%) paid to Banquet employees and forty percent (40%) paid to the Employer.
 - (b) Should the cumulative total of service charge/gratuity or any other fees be increased above eighteen percent (18%) it shall be structured in a manner that ensures that the increase is shared equally between Banquet employees and the Employer.
 - (c) Any gratuities added by the guest on to a banquet invoice shall remain the exclusive property of the staff and added to the gratuity pool.
 - (d) One hundred percent of tip money collected in cash or by debit/credit for banquet functions (specifically cash bars) shall be paid to the Banquet Bartenders.
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- (e) On each semi-monthly pay day, the Employer will publish a service charge allocation sheet showing the total amount of banquet food and beverage revenues collected by function and the total amount of the gratuity, service charges, and other charges or fees applied to client invoices in Banquets.
- (f) On each semi-monthly pay day, the Employer will publish a service charge allocation sheet showing the total amount of gratuities/service charges or any other charges collected on behalf of all bargaining unit employees and the total hours worked by them during the pay period, the total number of hours/shares earned, and the value of one share during that pay period. This report shall be shared with those bargaining unit employees.
- (g) 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. If the matter is not resolved, it may be the subject of a grievance.
- (h) The accumulated total dollar amount of all the gratuities, service charges, other charges or fees earned by an employee during any pay period shall be indicated on their next semi-monthly pay day pay cheque.
- (i) A Banquet Gratuity Committee comprised of two (2) representatives from the Employer and two (2) representatives from the Union will be established to review on a regular basis the administration of the arrangements described in this Article, including review of documentation relevant to the banquet and beverage gratuities.

The only outstanding issue in respect of this language is about subpoint (j). The Union has proposed it to read:

- (j) The current point system for distribution (Banquet Servers – 1 point; Banquet Captain – 1 point; Banquet Houseperson – 0.5 point; Banquet Bartender – 0.5 point) will remain in place. Going forward the point system for distribution will be determined by Banquet Department employees.
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In support of its proposal, the Union indicates it has the same language in the GVHEA Collective Agreement for the downtown Vancouver hotels. According to the Union, although this language has existed in that agreement for approximately 5 years, it has not caused any issues.

The Employer has expressed concern with inclusion of the language proposed by the Union in (j). Specifically, it is worried that allowing bargaining unit members to determine tip distribution could allow majority classifications to impose changes that detrimentally impact employees in less populated classifications. Thus, it has countered with the following:

- (j) The current point system for distribution (Banquet Servers – 1 point; Banquet Captain – 1 point; Banquet Houseperson – 0.5 point; Banquet Bartender – 0.5 point) will remain in place. Going forward the point system for distribution will be determined by Banquet Department employees, with a majority vote of each of the four banquet classifications being required before a change is made.

The Union opposes the Employer's proposal, indicating that it would be impossible in its view to secure the majority agreement of all classifications.

Having considered the positions of the Parties, I recommend that (j) of the new Article read as follows:

- (j) The current point system for distribution (Banquet Servers – 1 point; Banquet Captain – 1 point; Banquet Houseperson – 0.5 point; Banquet Bartender – 0.5 point) will remain in place. Going forward, any changes to the point system for tip distribution must be demonstrably acceptable to a majority of Banquet Department employees and must not substantially reduce the tip distribution for any Banquet classification(s).

New Article 16.14 – Gratuity Protection

The Parties are in agreement to add a new Article to the Collective Agreement addressing the protection of gratuities, and have mostly agreed on the language to be included. In the

Employer's December 1, 2023 offer, working from the Union's proposal, the Employer proposed:

- (a) The Employer shall not mandate the pooling of tips.
- (b) Any gratuities paid in cash, by credit/debit card, by a mobile device or signed for on the bill, in a restaurant, coffee outlet, room service, lounge/bar, bar and wine store, bell staff or drivers shall remain the exclusive property of the server, bartender, coffee staff, room service server, or beer and wine store attendant responsible for serving the guest. In areas where more than one employee is responsible for providing the service to the guest – the coffee outlet for example – tips will only be shared with employees covered by this collective agreement.
- (c) Notwithstanding (b) above, coffee outlet employees pool their tips/gratuities (from all payment methods). The pool is per day and paid out daily in cash. The calculation is based on hours worked per day.
- (d) Records or payments of gratuities collected and/or paid by the Employer will be available to employees who receive those payments and to the Union.
- (e) The Employer agrees that the Room Service gratuity amount will be levied at not less than eighteen percent (18%) on all food and beverage ordered by and delivered to guests and will not be reduced during the term of the collective agreement. The delivery of VIP food and beverage amenities will be \$2.00 per delivery. The Employer also agrees that one hundred percent (100%) of the Room Service gratuity collected will be distributed to the bargaining unit employees providing the service. Complete disclosure of all Room Service gratuities and distribution to employees will be provided to room service employees.

The Union is seeking for a Room Service gratuity amount to be levied based on normal retail price on all food and beverage delivered to guests (even items the Hotel chooses to deliver to VIP guests at no cost to the guest). It did not counter the Employer's December 1, 2023 proposal in which the Employer proposed a set fee for complimentary food and beverage items delivered by bargaining unit employees to guest rooms.

In my view, a set fee for room service deliveries of this nature is more practical and consistent with other collective agreements in the sector. However, in my view, the set fee offered by the Employer is too low. Thus, I recommend that a \$3.00 gratuity amount be substituted in 16.14 (e).

Article 18 – Room Attendant Workload

The Parties are in agreement to create a new sub-section to Article 18 that reads as follows:

Daily Room Cleaning:

- (a) Hotel stayover rooms will continue to 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.
- (b) Daily cleaning does not prevent the Employer from continuing, modifying or establishing a sustainable environmental program, such as a “green program”, whereby guests are encouraged to re-use linen or terry.

Despite the Parties’ agreement to include this language in the Collective Agreement, I have included this proposal in the non-agreed items to record the Employer’s position in accepting this Union proposal.

During negotiations, the Employer attempted to qualify that incentives to guests to decline housekeeping services would not be provided “At the Local Hotel location”, explaining that it is unable to control whether Sheraton or the Bonvoy program offer a check off box at the time reservations are made or memberships created indicating the customer’s preference to not have rooms cleaned daily. Ultimately, it accepted the Union’s proposal as written, indicating that, in its view, the words proposed applied only to the Employer (as set out in the

certification) – the Sheraton Richmond Airport Hotel – and could not bind the Marriott Corporation nor prevent it from offering such an option to its guests.

I recommend that the language proposed by the Union be included in the framework for settlement, and that if an issue arises in future regarding the correct interpretation of the Union’s proposed language, that it be dealt with through the grievance procedure provided for in the Collective Agreement.

Article 20.03 – Specific Definitions

The Employer has proposed to alter the department list contained in Article 20.03 as follows:

Department defined as:

- Kitchen
- Front Desk
- ~~— Speciality Dining Room~~
- Dining Room
- **Coffee Shop/Starbucks**
- ~~— Cocktail Lounge~~
- ~~— Public House (Neighbourhood Pub)~~
- ~~— Cabaret~~
- Banquets
- Maintenance
- Housekeeping
- ~~— Security~~
- ~~— Parking~~
- Licensed Retails Store

The Union indicates it can agree to the Employer’s amendment of the list of departments if the Employer agrees to a new Letter of Understanding regarding transportation. Specifically, the Union is seeking for that LOU to include that “if any valet or bicycle/scotters [sic] services are provided to any Larco guest that work, like the current shuttle service, shall be performed by the Drivers & Bell staff of the Sheraton Vancouver Airport Hotel.”

The Employer countered the Union's proposal by proposing a new LOU as follows:

New Letter of Understanding #XX: Valet Services

If the Employer offers valet services at the hotel, the valet services will be provided by bargaining unit employees. The Employer commits to not own or lease bicycles or scooters for guest usage for the duration of the current collective agreement.

I recommend that neither proposal be included in the renewed Collective Agreement. There are currently no valet services nor bicycles nor scooters being offered to guests at the Hotel, and if any of these services were offered at the Hotel, they would be handled by bargaining unit employees given the all-employee certification for the property. Further, I note the Union's proposal was introduced late in bargaining by the Union and purports to expand the scope of protected work beyond the Hotel to "any Larco guest". For those reasons, I decline to recommend either proposal.

Outstanding LOUs

The Employer proposed to delete LOU #5 – Bar Manager. The Union indicates it is agreeable to its elimination from the Collective Agreement, provided the Employer agrees to the Union proposal to modify Article 17.05 to change the title to Mode of Dress, and to eliminate the word "unconventional" from the provision, which currently reads as follows:

Where an ~~unconventional~~ mode of dress or uniform is required by management, it is agreed the dress or uniform shall not be such as to cause discomfort, ridicule or embarrassment to the employee.

I recommend that LOU #5 be eliminated and that Article 17.05 be revised as proposed by the Union.

The Union is agreeable to eliminating LOU #6 – Mode of Dress, provided its proposed amendment to Article 17.05 is accepted. As I have recommended that amendment, I also recommend that LOU #6 be deleted from the renewed Collective Agreement.

Finally, the Employer proposes elimination of the Special Provisions LOU #10, as it does not pertain to the Sheraton. This is a minor housekeeping item, and I recommend that LOU #10 be deleted for that reason.

Return to Work Agreement

In August 2023, the Employer introduced a proposal to create a new LOU setting out the process for employees' return to work after the strike. Amongst other things, the Employer's proposal included the following clause:

The Union agrees not to invoke Article 4.05 of the Collective Agreement or seek to have the Employer deduct a fine, assessment or arrear relating to work performed for the Employer during the labour dispute, including the crossing of the picket line.

The Employer's proposal was predicated on the new LOU agreed to by the Hilton Vancouver Metrotown and the Union to end their protracted labour dispute that lasted over a year.

The Union was furious at both the timing and content of the Employer's proposal. Specifically, the Union felt this was a matter that ought to have been left until the end of bargaining and articulated that it would never agree to an agreement that prevented it from relying on Article 4.05 of the Collective Agreement. It explained that following its strike at the Hilton Metrotown, the Union had been unable to recover fines levelled against members who had crossed the picket line in that dispute. Those fines, the Union tells me, were between \$5,000 to \$20,000, depending on when members decided to cross the picket line.

The Employer's proposed Return to Work Agreement subsequently became a major issue in bargaining. On numerous occasions, the Union indicated that it would *never* give up the right to recover fines from members who chose to return to work during the strike. The Employer has similarly been clear in its communications to employees that it will *never* agree to a proposal that doesn't provide amnesty to those Union members who decided to come back to work rather than walk the line during the dispute.

At the December 1, 2023 mediated session, however, the Union took a different approach, indicating that it felt this issue was better left to the end of bargaining, and that the Parties ought to first focus on getting a deal.

Having carefully considered the positions of the Parties on this important issue, I am recommending the following LOU to address the Return to Work process:

LETTER OF UNDERSTANDING #XX
between
SHERATON VANCOUVER AIRPORT HOTEL
and
UNITE HERE LOCAL 40

This Return to Work Agreement is subject to ratification of the Memorandum of Agreement dated (insert date).

WHEREAS:

The Employer and the Union wish to resolve all outstanding matters between them with respect to the strike activity that commenced on June 14, 2023 (the "Dispute"), arising during the course of bargaining for the renewal of the June 1, 2020 to May 31, 2023 Collective Agreement.

AND WHEREAS:

The Parties wish to ensure a prompt return to a peaceful and constructive relationship.

THEREFORE, the Parties agree to the following:

1. The tentative Collective Agreement concluded by the Union and the Employer shall be subject to ratification by the Union as soon as possible, no later than 7 days following acceptance of these recommendations.
 2. All picketing activity shall cease immediately upon ratification of the Memorandum of Agreement.
 3. Employees returning to work at the Employer will be returned as soon as possible. It is understood that any banquet department employees who return to work may not have shifts as there is limited banquet business booked at the hotel.
 4. All employees electing to return to work will be deemed to have the ratification of the Collective Agreement date as their return to work date.
 5. All returning bargaining unit employees shall be credited with seniority in accordance with the terms of the ratified Collective Agreement for the period of the Dispute.
 6. The Employer agrees that any actual or intended disciplinary actions including, but not limited to, warnings, suspensions, terminations, or reprimands of any sort whatsoever arising or potentially arising during the period from June 14, 2023 to the date of ratification of the Collective Agreement shall be abandoned, withdrawn, rescinded and/or dismissed, and any record of such disciplinary action shall be removed from all employee personnel files.
 7. The Union agrees not to invoke Article 4.05 of the Collective Agreement or seek to have the Employer deduct a fine, assessment or arrear relating to work performed for the Employer during the labour dispute, including the crossing of the picket line.
 8. The Employer will remit all outstanding dues that were not remitted to the Union during the Dispute within thirty (30) days of the ratification of the Collective Agreement.
 9. Excepting the monies described in Article 8 above, and entitlements arising from this Agreement or under the Collective Agreement, the Parties to this Agreement hereby fully and finally release each other and all employees from any claims whatsoever, including but not limited to claims for losses or damages incurred due to interrupted services, loss of revenue or business, damage to property, nuisance or blockage, damage to reputation, or clean up of premises resulting from the Dispute.
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10. Each party will withdraw any application filed at the Labour Relations Board related to the Dispute.
11. Each party will discontinue, with no costs to any party, any and all litigation brought in any court arising from or related to the Dispute.
12. The Union will permanently disable any website under its control related to the Employer and related ownership within one week of ratification of the Agreement.
13. In the event of any misconduct between this date and ratification such conduct will be subject to discussion between the Parties.
14. Any employee who was on probation on June 14, 2023, will have their probationary period continued with the addition of the number days from June 14, 2023, to their first day back at work after ratification added to their probationary period in the Collective Agreement.

For Unite Here Local 40

For Sheraton Vancouver Airport Hotel

In my view, the above most closely represents what the Parties would agree to if this strike were to continue. As previously stated, this is the same or almost the same language that was agreed to at the Hilton Vancouver Metrotown in Burnaby after their long labour dispute. While I recognize that the recommended language removes the ability of the Union to collect fines from employees who chose to work during the strike, I believe this is consistent with the principles of comparability and replication, and that this recommendation allows the Parties to put this dispute behind them and move forward in establishing a productive working relationship.

The recommended LOU also represents a compromise. I understand the Employer has recently terminated the employment of three employees for allegedly inappropriate conduct on the picket line. Under this new LOU, that discipline will be removed and those employees will be allowed to return to work. In sum, this LOU allows the Parties to appropriately move forward and to put the labour dispute behind them.

Previously Agreed to Items

I recommend that all terms previously agreed to by the Parties (as set out in Appendix “A” to these recommendations) be incorporated into the renewed Collective Agreement.

Further, I recommend that any proposal advanced by either Party not addressed in these recommendations be considered withdrawn.

CONCLUSION

As stated above, I have provided the Parties with these recommendations to assist in breaking the longstanding impasse. In the absence of such intervention, I suspect this dispute will carry on for many, many more months, and that while much litigation will unfold, there will be very little bargaining during that time.

The recommended settlement outlined above brings parity or better with other hotel workers in the industry and appropriately balances all relevant considerations.

As earlier indicated, I recommend that this settlement be submitted to a secret ballot vote of the Union’s membership to be conducted within seven (7) days of receipt of same, and that I be advised of the outcome. The stark realities of this strike are that 51 out of approximately 227 eligible employees are working through this labour dispute. Additionally, there are 123 employees who are ineligible to work because they were hired after March 10, 2020, and who are thus prevented under Section 68 of the *Code* from working during the strike. That means at present, approximately 23% of eligible employees are working throughout this labour dispute, and that about 35% of the total bargaining unit are ineligible to work.

Unions are democratic institutions. Their actions must be guided by the will of the majority of 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. If the membership reject the recommendations, then their

collective desire to stay on strike will be demonstrated. If these recommendations are accepted, the strike will end, and the Union will have achieved a fair and reasonable settlement in all of the circumstances.

I also recommend the recommended settlement be submitted to the principals of the Employer, and ask that I similarly be advised of their acceptance or rejection of these recommendations within seven (7) days.

It is respectfully recommended.

Dated at the City of Vancouver in the Province of British Columbia this 7th day of December, 2023.



Amanda Rogers

APPENDIX "A"

Agreed to Language

(Subject to any errors or omissions)

3.04 – PERFORMANCE OF BARGAINING UNIT WORK – Agreed to Union counter Dec 14, 2022

- (a) Except as otherwise permitted by the Collective Agreement, persons whose regular job is outside the bargaining unit will not perform work within the bargaining except for instruction, experimentation, management training, **or brief periods of time to provide break relief if no employee in the same department is on shift at straight time and available and capable to provide relief or to assist with unexpected changes in business.** This agreement will terminate on May 1, 2024.

3.09 - UNION INVESTIGATION OF THE STANDING OF EMPLOYEES' CONDITIONS - Agreed July 19, 2022

- (f) **The union will notify Human Resources or person designated by Human Resources when they arrive on site for their investigation and when they leave.**

4.04 CHECK-OFF: PROCESS AND PROCEDURES – Agreed October 9, 2020

- (c) (i) All membership applications from new hires and all monies deducted are to be forwarded to the Secretary-Treasurer of the Union, on or before the 10th day of the month following the actual performance of the work, together with a list of employees to whom the monies are to be credited with the following information for each employee: name, social insurance number, address, **email address**, telephone number, classification, department, current wage rate, and date of hire. This information shall be provided in an Excel spreadsheet, or in other such electronic format as may be mutually acceptable.

5.01 SHOP STEWARDS – Agreed July 15, 2020

- (a) The Union is entitled to appoint or elect from among the employees **a reasonable number of Shop Steward/Committee for each hotel up to 100 rooms.** ~~Additional stewards will be recognized for each additional 50 rooms. Such stewards should be appointed from the major departments in the hotel as much as possible. The duties of the Shop Stewards shall be to assist in the reporting and resolution of all grievances within their departments.~~ **to represent themselves and their coworkers.**
- (g) The Shop Steward/**Committee** shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.
- (h) The Employer agrees that the Shop Steward/**Committee** may post official communications from the Union to its members on the employees' bulletin boards within the hotel.

- (i) ~~It is understood and agreed that there may need to be an additional Steward in some hotels of less than one hundred (100) rooms. Where the Union requests and there are more than twenty-five (25) employees in the unlicensed departments such additional Steward will be recognized. This is, of course providing the first recognized Steward is not from these departments. The additional Steward will be an employee from one of these departments.~~

5.02 SHOP CHAIRPERSON – Agreed July 15, 2020

Delete (a), (b), & (c)

7.01 HIRING PROCESS – Agreed June 24, 2022

Delete entire Article (a) – (h)

8.05 ASSIGNMENT OF SHIFTS BY SENIORITY – ER agreed to Union's counter on October 9, 2020

Replace (a) & (b) with below language and delete (c), (d), & (e)

- (a) **Within departmental classification, the Regular Employees by seniority are entitled to the longest shifts.**
- (b) **Where an Employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee.**

8.06 - DAYS OFF – Agreed to Union May 17, 2023 counter

Days off in each seven (7) consecutive days subject to 8.01(a) will be as follows:

- (a) **Except in the case of an employee who has given prior written authorization on a Supplementary Employee Record of Scheduling Preference, all employees shall receive two (2) consecutive days off. ~~All employees shall receive two (2) consecutive days off in each seven (7) days.~~**
- (b) **~~Notwithstanding (a) above, employees who work in the Lounge or Pub Departments shall receive two (2) days off in each seven (7) days, but the days off need not be consecutive where that department operates less than seven (7) days per week.~~**

8.07 – TIME WORKED ON 6TH AND 7TH CONSECUTIVE DAYS – Agreed to Union May 17, 2023 counter

Except in the case of an employee who has given prior written authorization on a Supplementary Employee Record of Scheduling Preference, double time shall be paid for all work performed on an employee's sixth (6th) and seventh (7th) consecutive days of employment.

8.08 UNPAID MEAL BREAKS – Agreed Jan 19, 21

- (a) All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break ~~between the third (3rd) and fifth (5th) hour of work~~. Such meal breaks shall not be less than one-half (1/2) hour or more than one (1) hour on the employee's own time.

8.13 – CHANGES IN WORK SCHEDULES – Agreed Feb 15, 2021

- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 16.04 will receive **notice** required in Article 8.13 (a) ~~(b) and (c)~~.

9.01 SENIORITY ENTITLEMENT DEFINED – Agreed July 15, 2020

- (a) Seniority: For the purpose of this Agreement, "seniority" shall be defined as an employee's total length of continuous service ~~identified in hours worked~~ within the employee's classification within a particular department in the Employer's operation.

Delete (d) & (e)

All other language in 9.01 as per existing language

9.1.01 THE MAIN PRINCIPLES - Agreed Feb 15, 2021

It is agreed that, subject only to legitimate business interests of the Employer, **regular** 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 the Regular employees have been scheduled, the remaining shifts shall be offered to Part time employees based on their seniority and availability.

9.1.05 THE SELECTION OF SHIFTS BY EMPLOYEES - Agreed Jan 19, 2021

- (b) In selecting his weekly schedules of shifts, and when accepting supplementary shifts during the course of any given work week, any service employee who has provided prior written authorization on a Supplementary Employee Record of Scheduling Preferences form (the "Supplementary Form"), will be entitled to split his days off for the purpose of maximizing his hours in any given work week or in order to obtain his preferred days off. **An Employee may also request to split days off in any given work week, or request split days off for any given 4-month period as indicated on the Supplementary Employee Record of Scheduling Preferences form.** In any such circumstances the Employer will not be required to pay overtime rates or incur any other penalty.
- (h) **A part-time employee who, without prior authorization, fails to register themselves as available on a realistic basis for at least two shifts per week during any four-month period, may have their employment terminated effective immediately. For the purposes of this clause, realistic is that part-time employees must be available to work at least two shifts (consistent with the availability of shifts in their department).**
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9.1.06 – SPECIAL PROVISIONS FOR PT BANQUET EMPLOYEES – Agreed Feb 15, 2021

- (c) A Part-Time Banquet department employee who, without prior authorization, fails to register himself as available on a realistic basis for at least **two shifts** every two (2) weeks during any four-month period, may have his employment terminated effective immediately.

9.1.07 SPECIAL PROVISIONS FOR ALL BANQUET EMPLOYEES - Agreed Jan 19, 2021

- (a) ~~The maximum number of Banquet Department employees who may be granted Regular status in the several member hotels of the Association at any one time, shall be as set forth in the Appendix numbered 5 which is attached to, and which forms part of the Agreement.~~
The maximum number of Banquet Department employees who may be granted Regular status will be:

Banquet Housepersons: 7

Banquet Servers: 9

Banquet Supervisor: 3

- (b) Whenever a vacancy occurs among the Regular **Banquet Housepersons, Banquet Servers or Banquet Supervisors** ~~Regular employees employed by the Employer in its Banquet department in a classification listed in Appendix 5,~~ the Employer shall post a notice of the vacancy, and the vacancy shall be filled by the most senior of the Part-Time employees within the classification in question who apply.
- (d) ~~If a Part Time employee employed by the Employer in its Banquet department in a classification listed in Appendix 5~~ **If a Part Time Banquet Houseperson, Banquet Server or Banquet Supervisor employee employed by the Employer in its Banquet department,** is interested in attaining Regular status, and it takes approved leave of absence, he will be responsible for registering his interest in a potential vacancy with the Employer, and where he has done so, the Employer will be obligated to consider his registration of interest as an application for any vacancy among the Regular employees in his classification that might occur during the employee's leave of absence.

9.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT - Agreed Jan 19, 2021

Delete (a) & (b)

9.03 - ACCRUAL OF SENIORITY - Agreed Dec 1, 2023

Modify section (b) (iii) to read: "Is on layoff for more than ~~eighteen (18)~~ **twelve (12)** consecutive months.

Modify section (b) (vii) to read: “...notwithstanding the foregoing, when an employee is laid off because of a **pandemic, state of emergency, wildfire, earthquake, floods, tsunami** or renovations, the employee’s seniority will be frozen for the duration of that layoff period, even if the layoff period is longer than ~~6~~ **twelve (12)** months.”

9.04 SENIORITY LISTS - Agreed Jan 19, 2021

Replace (a)-(d) with below language and delete (e) & (f)

- (a) **The Employer agrees to post updated departmental seniority lists within one (1) weeks of the conclusion of each election period, containing the following information:**
- i) **the employee's name;**
 - ii) **the date from which the employee's service seniority is calculated;**
 - iii) **the employee's job classification.**
 - iv) **the date from which the employee’s classification seniority is calculated; and**
 - v) **for an employee who has transferred from Part-Time to Regular status within the same classification, their Part-Time seniority date.**
- (b) **The seniority lists shall remain posted until they are replaced after the conclusion of the immediately following election period.**
- (c) **Any objection to the accuracy of the posted seniority list must be lodged with the Employer prior to the last day of the month in which the election period falls. Thereafter, the posted lists will be deemed to be valid and correct for all purposes of this agreement.**
- (d) **At the time of posting, a copy of each seniority lists shall be given to the Union.**

10.03 PROMOTION AND TRANSFER TRIAL PERIOD – Agreed October 9, 2020

- (a) Any employee who is granted a promotion or transfer appointment by the Employer, shall be on a trial period for up to ~~sixty (60)~~ **ninety (90)** calendar days. During this trial period, the employee must demonstrate that they can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.

10.05 LAYOFF AND RECALL PROCEDURE – Agreed July 10, 2020

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off. Employees on probation will be laid off before employees holding seniority. **Recall shall offered be in the reverse order of the layoff; last laid employee laid off, in a classification, shall be the first offered recalled to work**
- ~~(b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.~~
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- (c) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number, **email address**, and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting their recall rights.
- (d) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), or **email registered mail**. Any employee failing to report for duty within sixty (60) hours, excluding Saturday and Sunday from the time of such notification, shall be considered to have resigned without notice.

14.04 DEEDS OF TRUST – **Agree to Union’s June 24, 2022 proposal**

- (a) **Health Care Deed of Trust: It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust known as the British Columbia Hotel Association Hospitality Workers/UNITE HERE Local 40 Health Care Plan shall be binding on the signing Parties with regards to all employees. This shall at no time determine the hourly rates as defined with the Collective Agreement, Article 14.**
- (b) **Pension Deed of Trust: It is mutually agreed between the Union and the Employer that all terms and conditions of the Deed of Trust known as the British Columbia Hotel Association Hospitality Workers'/UNITE HERE, Local 40 Pension Plan shall be binding on the signing Parties with regards to all employees. This shall at no time determine the hourly rates as defined with the Collective Agreement, Article 14.**

16.11 – HEALTH & SAFETY – **Agreed July 10, 2020**

- (a)
 - (i) **The Employer and the Union agree to establish Occupational Health and Safety Committees (OH&S) at all facilities. The composition will be determined locally through management and the Union.**
 - (ii) **A copy of all minutes of the OH&S Committees shall be sent to the Union and the Employer.**
 - (iii) **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.**
 - (iv) **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 not be considered time worked, but such committee members shall receive equivalent time off at straight-time.**
 - (v) **No employee shall be disciplined for refusal to work when excused by the provisions of the Workers Compensation Act or regulations.**
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- (b) Employees who take time off at the direction of the Employer to take a recognized Industrial First Aid Program shall not suffer a loss of regular pay.

17.01 – HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES – Agreed July 10, 2020

Delete entire Article.

17.04 PROPER DRESS – Agreed Jan 19, 21

Delete entire Article (a), (b), & (c)

20.05 FIRST MIXEROLOGIST (FIRST BARTENDER) – Agreed Jan 19, 2021

Delete entire Article (a), (b), & (c)

- 20.06 SECOND MIXEROLOGIST (SECOND BARTENDER) – Agreed February 15, 2021

Delete entire Article (a), (b), (c), (d), & (e)

20.07 MIXEROLOGIST (BARTENDER) WAGE RATES – Agreed February 15, 2021

Delete entire Article.

NEW Article – SICK DAYS – Agree to Union May 17, 2023 proposal

The BC Government has legislated Employer paid sick days that apply to members of the bargaining unit. If these five (5) legislated sick days are eliminated the Employer shall continue to provide five (5) paid sick days each January 1st to all employees.

Letters of Understanding			
#1	Arbitrator	Delete Jim Dorsey / Chris Sullivan / Kate Young / Dave McPhillips and add Ken Saunders & Sylvia Skratek	Agreed – 7/15/20
#2	Contracting Out	Renew	Agreed - 7/19/2022
#3	Licensed Retail	Delete	Agreed – 7/9/20
#4	Partners/Shareholders	Delete	Agreed – Dec 14, 2022
#5	Bar Manager	Delete	
#6	Dress Code	Delete	
#7	MSP	Renew	Agreed - 7/19/2022
#8	Health Care Delinquencies	Delete	Agreed - 7/19/2022
#10	Special Provisions	Delete	