

COLLECTIVE AGREEMENT

Between



Hilton

WHISTLER RESORT & SPA
(Hereinafter referred to as "the Employer")

And



(Hereinafter referred to as "the Union")

July 1st, 2021 – June 30th, 2025

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ARTICLE 1 – INTRODUCTION

1.01 PURPOSE

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the Parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 18 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

1.02 GENDER REFERENCES

All Articles and Clauses referred to in this Agreement apply equally to both male and female employees. When the feminine pronoun is used herein it shall mean and include the masculine pronoun where the context applies.

1.03 BARGAINING UNIT WORK

No person outside of the Bargaining Unit shall perform the work of any Bargaining Unit employee, except in cases of emergency (ie. replacement of an employee when Bargaining Unit coverage is not immediately available), or for job training purposes and not to the extent that performing such work will reduce the hours of work, displace or prevent the hiring of Bargaining Unit employees. The Union agrees the Employer may continue the current practice of Managers on Duty (MOD) working at the Front Desk, not to exceed the current practice. In addition, to clarify when the hotel occupancy is twenty percent (20%) or less, based on available rooms, the MOD's may be scheduled without other Bargaining Unit employees being scheduled. Should any Bargaining Unit employees be scheduled it will be in accordance with their department seniority and his/her ability to perform the work.

1.04 CONTRACTING OUT

In the event the Employer contemplates contracting in or out more than the services presently contracted in or out, or work normally performed by Bargaining Unit employees, the Employer will provide the Union with ninety (90) days advance written notice and will meet with the Union to discuss ways and means to reduce the impact on the Bargaining Unit. The Employer agrees that it will not take actions as considered by this Article 1.04 for the sole purpose of eroding the Bargaining Unit.

ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period from and including July 1, 2021 to and including June 30, 2025.

Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.

- (b) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
- (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout; or
 - (iii) the Parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment which would be inconsistent with the express terms of this Agreement.

2.02 LABOUR RELATIONS CODE - SECTIONS 50(2) AND 50(3) EXCLUDED

The operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

2.03 STRIKES AND LOCKOUTS

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

2.04 EXTENT

- (a) The Parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part therefore, is void and of no effect.
- (b) In the event that existing federal or provincial legislation makes invalid any upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated. If a mutually agreeable solution cannot be reached either Party may raise the issue at the next round of collective bargaining.

ARTICLE 3 - UNION RECOGNITION

3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees, as defined in paragraph (b) below.
- (b) Except as specifically provided otherwise, the term "employee" or "employees" as used in this Agreement shall be understood to mean the employees of the Employer in the Rooms Division at the Hilton Whistler Resort and Spa, Whistler, B.C. Nothing in this Agreement shall prohibit the Employer or the Union from applying to the Labour Relations Board for a determination as to whether an individual is included or excluded by the Labour Relations Code of BC.

3.02 UNION ACCESS

- (a) A properly authorized Representative of the Union, upon first obtaining permission in advance from the General Manager or Designate, shall be allowed access to the Employer's premises for the purpose of dealing with matters arising out of this Agreement. The Union will endeavor to provide the Employer with a minimum of twenty-four (24) hours' notice. Permission shall not be unreasonably denied by the Employer.
- (b) The Employer is entitled to require an individual to substantiate that he/she is an authorized Representative of the Union.
- (c) Access to the authorized Representative of the Union must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

3.03 LEAVE TO ATTEND NEGOTIATIONS

The Employer agrees to grant a leave of absence for up to three (3) employees, as members of the Union Negotiating Committee, to attend collective bargaining meetings between the Union and the Employer. One (1) employee will be from the Housekeeping Department, the other from the Front Office Department. Such leave of absence shall be granted without pay.

3.04 NATURE OF COMMUNICATIONS

Every employee, Union or Manager Representative is entitled to fair treatment in the workplace and shall not discriminate against any person as per the British Columbia Human Rights Code.

Furthermore, Parties to this Agreement and those governed by said Agreement shall ensure that all members of the Hotels in this Agreement are treated equally and with integrity, trust and respect. The Company and the Union shall endeavour at all times, to promote a work environment which is supportive of the productivity, personal goals and self-esteem of every employee. To this end, both Parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.

ARTICLE 4 - UNION SECURITY

4.01 MEMBERSHIP

It is agreed that all employees of the Employer who are members of the Union as of the date of signing of this Agreement, shall, as a condition of employment, remain members in good standing as provided by the Constitution and By-laws of the Union. All new employees after the date of signing of this Agreement shall be required to sign an application for membership and authorization for check off of dues and initiation fees supplied by the Union to the Employer.

4.02 NEW EMPLOYEES

The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this Collective Agreement, and refer such employees to the Union for purposes of obtaining a Union card.

4.03 DEDUCTION OF DUES

- (a) The Employer agrees to deduct initiation fees and Union dues (including any arrears in Union dues which may be owing to the Union) upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) All employees, as a condition of employment, shall sign an assignment of wages form upon commencement of employment. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this Article are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, on or before the 28th day of the month following the month in which the deductions are made.
- (d) Before the Employer is obliged to deduct any amount under paragraph (a) above, the Union must advise the Employer in writing of the amount of the initiation fees and Union dues (including any arrears in Union dues which may be owing to the Union) to be deducted from the employee. The Employer is only required to deduct the specified amount of the initiation fees and Union dues from payments that are made directly to the employee by the Employer.
- (e) The Union recognizes and agrees that the Employer's obligations to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it as per paragraph (c) above.
- (g) The Employer agrees to show on each employee's T4 slip the amount of Union dues deducted.

4.04 AN EMPLOYEE'S FAILURE TO MAINTAIN MEMBERSHIP IN GOOD STANDING

Upon notice in writing from the Union to the Employer that an employee:

- (a) has refused to become a member of the Union pursuant to Article 4.01,
- (b) has resigned from being a member of the Union, or
- (c) has revoked her written assignment of wages to pay initiation fees or Union dues,
- (d) has ceased to be a member of the Union due to a Union initiated disciplinary procedure.

The Employer shall immediately discontinue the employment of such employee, once the employee has exhausted the appeals process in regard to their expulsion from the Union

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands and liabilities that may arise for the purposes of complying with the provisions of this Article.

4.05 PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund, three hundred dollars (\$300) per year for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Cheques shall be made payable to:

Unifor Leadership Training Fund
115 Gordon Baker Road
Toronto, ON. M2H 0A8

ARTICLE 5 - UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union shall appoint from among the employees, and the Employer shall recognize, three (3) regular Shop Stewards and two (2) alternate Shop Stewards. The Union shall appoint one of the Shop Stewards to be the Chief Shop Steward. The duties of the Shop Stewards shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees.
- (b) The Employer agrees to recognize a duly appointed or elected Shop Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Shop Steward's first obligation is the fulfillment of her responsibilities as an employee. During her working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.

- (d) The Shop Steward must not leave her assigned work duties to engage in the activities under paragraph (c) above without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by a Shop Steward in attending a meeting with the Employer, in regard to the reporting or resolution of a grievance, shall be considered to be time worked. The timing of such a meeting shall be mutually agreed to between the Employer and the Shop Steward. Time outside the employees regularly scheduled shift fulfilling the duties of a steward shall be at straight time.
- (f) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the Manager of or direction of the work force.
- (g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of her duties on behalf of the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01

The Union recognizes and acknowledges that the Manager of the Hotel and the direction of the working forces are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (i) Maintain order, discipline and efficiency;
- (ii) Hire, promote, demote, classify, transfer employees and to discipline or discharge regular employees who have successfully completed their probationary period for just cause;
- (iii) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this Collective Agreement;
- (iv) Determine the nature and kind of business conducted by the Employer, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees including the scheduling of shifts and overtime, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

6.02

The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 7 – DATA TO BE SUPPLIED TO THE UNION

7.01

The Employer will supply to the Union Chairperson and the Local 3000 office, at the end of each month, the following information:

- (i) Employees who are in the Bargaining Unit regardless of whether or not they paid dues in the month.
- (ii) Employee's number and their hourly rate and classification
- (iii) Employees transferred into or out of the Bargaining Unit
- (iv) The number of hours worked in a month.
- (v) Employee's status (i.e. at work, on vacation, WCB, any other leave of absence) and the date of occurrence.
- (vi) Layoffs and recalls.
- (vii) Employees who have lost seniority.
- (viii) Names, addresses, phone numbers and postal codes of all active employees.

Monies paid to Unifor Local 3000 will be transferred via Electronic Funds Transfer.

ARTICLE 8 - HOURS OF WORK

8.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one day;
 - (ii) not more than five (5) working days in any seven (7) day period (Sunday to Saturday);
 - (iii) not more than forty (40) hours in any five (5) working day period.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at the applicable rates as outlined in the Employment Standards Act.
- (c) Subject to paragraph (e) below, all overtime work required by the Employer will be voluntary.
- (d) When overtime is required by the Employer, the work will be offered to the employees in the particular classification on a seniority basis, provided that the employees have the required skill, ability and qualifications to perform the work.
- (e) In the event that all of the employees who are offered the overtime work by the Employer refuse such work, then the junior employee(s) in the particular

classification who has the required skill, ability and qualifications must perform the overtime work.

- (f) When the Employer requires overtime to be performed at the end of the regular working shift, the Employer shall offer the overtime work, pursuant to paragraphs (d) and (e) above, to employees who are scheduled to work on that day.
- (g) In the event the Employer directs an employee to perform overtime work, pursuant to paragraph (e) above, at the end of a regular working shift, then, if required by the employee, the Employer shall arrange for transportation for the employee after the completion of the overtime work if the distance the employee must travel is at least twenty-five (25) kms, and not more than seventy-five (75) kms, from the work place if the common bus service is not operating at those hours.
- (h) The Parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force. Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on the sixth (6th) consecutive day, provided that the additional hours do not result in the employee working more than forty (40) hours in the six (6) days straight at a time. Such an employee may decline the additional hours without affecting her rights under this Agreement. All sixth (6th) shifts must be offered in order of seniority.

8.02 SPLIT SHIFTS

- (a) Where split shifts are offered by the Employer, they must conform with the following guidelines:
 - (i) no shift of less than seven (7) hours may be split;
 - (ii) no shift may be split more than once;
 - (iii) no part of a split shift shall be less than two (2) hours;
 - (iv) all split shifts must be worked within a twelve (12) hour period.An employee shall be entitled to decline any split shift assignment offered by the Employer without affecting his/her rights under this Agreement.
- (b) A break of two (2) hours shall constitute a split shift.

8.03 ASSIGNMENT OF SHIFTS

- (a) All shifts assigned by the Employer must conform with the following guidelines:
 - (i) Four (4) hour shifts will be the minimum shift permitted in any one (1) day;
 - (ii) Shifts of five (5), six (6), seven (7) or eight (8) hours may be assigned, subject to the provisions of paragraph (b) below.

- (b) While the Employer is entitled to schedule daily and weekly shifts of various lengths as provided for in this Agreement, the Employer will make every reasonable effort to schedule the maximum number of regular employees to shifts of eight (8) hours before instituting shifts of lesser hours. This paragraph shall not be construed as requiring the Employer to create split shifts.
- (c) The Employer shall assign the longest weekly shifts to employees with the most seniority within the classification. The Employer shall assign all available forty (40) hour weekly shifts to the employees with the most seniority within the classification before implementing shifts of lesser hours. The Employer will continue the current practice of the scheduling of shifts and days off/requests. All shift assignments and requests for days off will continue to be based on business requirements.
- (d) 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.
- (e) Employees may exchange shifts with prior authorization of the Employer, and the Employer shall not unreasonably withhold authorization. There shall be no increased cost to the Employer should employees exchange shifts with the Employers authorization, and there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

In the event that an employee agrees to exchange a shift with another employee, with the prior authorization of the Employer, which would result in either employee working in excess of the normal straight time hours of work set out in Article 8.01 (a) above, the Parties agree that the employee shall not be entitled to receive any overtime payment for such excess hours of work. In other words, the employees shall receive their regular rate of pay for all hours of work resulting from the exchange of shifts.

8.04 DAYS OFF

All employees shall receive two (2) consecutive days off within the work week, unless otherwise mutually agreed to. However, the Parties acknowledge that there may be certain operational requirements on occasion when the Employer will need to schedule the hours of work in a classification where two (2) days off will not be consecutive. In the event that the required number of employees do not agree to split their days off, then the junior employee(s) in that particular classification will be scheduled where the two (2) days off will not be consecutive.

8.05 EMPLOYEE'S RESPONSIBILITY: WORK START TIME

- (a) Employees shall be in their respective assigned working locations, ready to commence work at their designated starting time, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.
- (b) In the event an employee reports late for work because of traffic delays, the employee may, at her option, advise the Employer that she shall work beyond her scheduled shift by the amount of time equivalent to the

scheduled work time which the employee lost due to the delay. In such circumstances, the employee shall be paid the straight time rate for all the hours she worked beyond her scheduled shift in order to make up the lost time due to the traffic delay.

8.06 WORK SCHEDULES

- (a) The Employer agrees to make every reasonable effort to post the weekly work schedule by Thursday at 2:00 p.m. for the following week. The schedule will be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
 - employee's name
 - classification
 - days off
 - starting and finishing times
- (b) It is the Employer's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (d) The Employer shall provide the Chief Shop Steward with a copy of the posted work schedule.

8.07 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to twenty-four (24) hours' notice, or such lesser period of notice as may be agreeable to the particular employee, of any change in their respective schedules. Employees whose schedules are changed, without this advance notice being provided, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of a failure of an employee to report to an assigned schedule or in the case of an unanticipated increase in the workload to be performed by the scheduled employees, the Employer may give notice of less than twenty-four (24) hours when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled are obligated to provide the Employer with notice, or to have someone else notify the Employer on their behalf, at least four (4) hours prior to their scheduled reporting time, or as soon after that time that

is possible in the circumstances, to allow the Employer time to cover the absence.

- (d) In situations where an employee has not been provided with notice of a change in her work schedule, and the employee reports as scheduled before the change the employee shall be provided with work and/or pay for all hours she was scheduled to work, unless the employee is unfit to perform her duties or she has failed to comply with the Occupational Health and Safety Regulations of the Workers' Compensation Board.

8.08 UNPAID MEAL BREAKS

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid one-half (½) hour meal break normally between the third (3rd) and fifth (5th) hours of work.

8.09 REST PERIODS

- (a) All employees are entitled to rest periods in accordance with the following schedule:
 - (i) Four (4) hours – one fifteen (15) minute rest period;
 - (ii) Five (5) hours – one fifteen (15) minute rest period;
 - (iii) Six (6) hours – one fifteen (15) minute rest period;
 - (iv) Seven (7) hours – two (2) fifteen-minute rest periods;
 - (v) Eight (8) hours – two (2) fifteen-minute rest periods.
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.

8.10 PAYMENT FOR TIME IN LIEU OF BREAKS

Employees who are directed by the Employer to forgo meal breaks shall receive an additional sum equal to the amount of the lost meal period to a maximum of thirty (30) minutes per shift. Management must give prior approval and sign off for employees to forgo meal breaks.

ARTICLE 9 - SENIORITY

9.01 SENIORITY ENTITLEMENT DEFINED

Seniority is defined as the employee's length of service within a classification within the Bargaining Unit from the date of hire.

Classification seniority for part-time employees who transfer to full-time will begin from the time the employee becomes full-time.

Full-time employees who transfer to part-time status will lose their full-time classification seniority and their part-time seniority will begin at the time of their transfer.

9.02 PROBATION

All new employees shall be on probation for the first ninety (90) calendar days of employment from the date of hire. Probationary employees may be dismissed by the Employer for any reason.

9.03 SENIORITY LISTS

- (a) The Employer will prepare a seniority list of all employees in the Bargaining Unit and present it to the Union within thirty (30) days of the signing of the first Collective Agreement. Thereafter, a revised seniority list shall be provided to the Union on February 1st and August 1st of each year. The ending date for the calculations will be December 31st for the February list and June 30th for the August List.
- (b) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) New employees will be added to the list at the time they obtain seniority; this is upon successful completion of the probationary period. Seniority will then be calculated from the last date of hire.
- (d) At the time of posting the seniority list, the Employer will provide the Union with a list of all employees which will include their addresses.

9.04 LOSS OF SENIORITY

- (a) Seniority will be lost and employment terminated when an employee:
 - (i) voluntarily terminates her employment; or
 - (ii) is discharged for just and reasonable cause; or
 - (iii) is recalled to work and does not report to work as per the recall procedure; or
 - (iv) is on layoff in excess of twelve (12) consecutive months; or the length of layoff during renovation, whichever is greater; or
 - (v) is absent without notice for three (3) working days, unless the employee can demonstrate to the satisfaction of the Employer that there were reasonable grounds for her not having notified the Employer; or
 - (vi) If an employee is transferred to a position outside the Bargaining Unit for a period greater than ninety (90) calendar days.

9.05 SENIORITY STATUS

Full-time employees will have seniority status only amongst full-time employees, and part-time employees will have seniority status amongst part-time employees. In all instances full-time employees will be scheduled for hours of work prior to part-time employees.

ARTICLE 10 - LAYOFF AND RECALL

10.01 NOTICE OF LAYOFF

- (a) The Employer will give at least seven (7) days' notice to employees and the Union of any contemplated layoffs. A layoff shall be defined as an "interruption of work for a period of five (5) consecutive normally scheduled working days or more".
- (b) The notice of layoff in paragraph a) above will not have to be provided by the Employer when the layoff of the employee is caused by an Act of God.

10.02 LAYOFF PROCEDURE

- (a) Whenever it becomes necessary to decrease the working force in an affected classification, it shall be done in the following order, provided the employees who are retained at work following the layoff, have the skill and ability to perform the work:
 - (i) Employees who have not yet completed their probationary period;
 - (ii) Part-time employees, in order of seniority;
 - (iii) Full-time employees, in order of seniority.

Recall from layoff shall be in reverse order of the above.

- (b) A full-time employee displaced from a classification pursuant to paragraph (a) above may displace the most junior full-time employee in another classification, but in the same department, provided she has the skill and ability to perform the work. In the event that a displaced employee does not have the seniority to maintain a full-time position within any classification within her department, she may displace the most junior part-time employee within any classification within her department.
- (c) A part-time employee displaced from a classification pursuant to paragraph (a) above may only displace another part-time employee of lesser seniority in another classification in her department.
- (d) Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off provided they are able to do the work available.

10.03 RECALL PROCEDURE

- (a) An employee on layoff shall be recalled to available work in her classification according to her seniority, provided that the employee has the sufficient skill, ability and qualifications to perform the work.
- (b) An employee who is on layoff and who wishes to be considered for recall to work must ensure that the Employer is at all relevant times aware of the employee's current address and telephone number.
- (c) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail, email or courier. An 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.

ARTICLE 11 – ADMINISTRATION

11.01 WAGE RATES

The wage rates set out in Schedule B shall be paid to the job listed therein, and such wage rates shall remain in effect throughout the specified or extended term of this Agreement.

11.02 NEW CLASSIFICATION

- (a) In the event the Employer creates a new job classification within the Bargaining Unit in addition to those in Schedule A, the Parties shall negotiate a minimum wage rate for the new job classification in question.
- (b) Pending final agreement on the negotiated wage rate pursuant to paragraph a) above, the Employer shall set an interim wage rate for the new job classification. If the final negotiated wage rate is higher than the interim rate, the negotiated wage rate shall be retroactive to the establishment of the new job classification.
- (c) If the Parties are unable to reach agreement on the negotiated wage rate for the new job classification, then the dispute will be settled through the arbitration procedure of this Agreement.

11.03 PAYMENT OF WAGES UPON RESIGNATION OR TERMINATION

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of his/her resignation.
- (b) When an employee is terminated, the Employer shall pay all wages owing to her within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid off or her services are terminated, upon receipt of a written request from the employee, the Employer will provide reasons for the layoff or termination.

11.04 ELECTION DAY

The Employer agrees to comply with all relevant legislation regarding work on election days. The posted regular work schedule will prevail for Federal and Provincial election days.

11.05 TEMPORARY ASSIGNMENT

- (a) An Employee who is temporarily assigned to another position for over four (4) hours shall receive the higher of her regular rate of pay or the rate of pay in the classification to which she is transferred or assigned.
- (b) An employee may volunteer to work outside their classification in a lower paying classification to maximize their hours, but will be paid the lower classification rate.

It is understood that movement between classifications in Article 11.05 will be between the same wage tier (ie: Tier 3 to Tier 3, etc.).

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 STATUTORY HOLIDAY

The following shall be considered statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Family Day
Floating Holiday	

Employees with more than ten (10) years of service shall be entitled to a floating holiday. Floating holiday shall be used in the year in which it is earned at a time mutually agreeable and that such requests shall not be unreasonable denied.

Payment and administration of statutory holidays will be governed by the Employment Standards Act of BC.

12.02 STATUTORY HOLIDAY PAY

A statutory holiday falling within an employee's scheduled vacation period shall not be counted as a day of vacation entitlement, provided the employee is eligible to receive the statutory holiday pay.

ARTICLE 13 - ANNUAL VACATION

13.01 ANNUAL VACATION ENTITLEMENT

(a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of continuous service calculated from their date of hire, as follows:

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
Less than 1 year	1 day earned per 25 working days	4%
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 15 years	4 weeks	8%
15 years or more	5 weeks	10%

- (b) Annual vacation pay shall be calculated using the applicable percentage from paragraph (a) above, as a percentage of the employee's gross earnings for the preceding vacation year.
- (c) "Gross earnings", as used in paragraph (b) above, shall mean the total earnings realized by the employee from the payment by the Employer of wage rates for straight-time, overtime, vacation pay and statutory holiday pay.

13.02 SPLIT VACATION

- (a) An employee shall have the right to decide whether his/her vacation entitlement shall be taken in one (1) period or split. An employee who chooses to split his/her vacation must schedule his/her entitlement into segments of no less than one (1) calendar week, unless otherwise mutually agreed between the Employer and the employee.
- (b) Subject to the operational requirements of the Employer, the employees shall have preference within their classification with respect to the scheduling of their annual vacations according to the seniority list, provided the employee files his/her vacation request with the Employer before March 31st of the year in which the vacation is to be taken.

13.03 VACATION YEAR

Subject to 13.04, all vacations must be taken at a time to be mutually agreed upon by the Employer and the employee, on or before December 31st in each and every year.

13.04 VACATION CARRY OVER

An employee may request in advance to hold a portion of the year's vacation to be carried over to the following year in order to take vacation that would require extensive travel; this would be acceptable based on certain conditions:

- (a) That the vacation request is not during a time period where the Hotel is likely to be operating in a busy period. Requests to adjust approved vacation time dates will not be unreasonably denied provided the dates are relatively within the same time frame as the initial request and the length of the vacation time is not shortened.
- (b) That the request does not create issues of shift coverage.
- (c) These employees may carry over the difference between their vacation entitlement and three (3) weeks' vacation to a maximum of fifteen (15) days. All employees must take at least two (2) weeks' vacation every year.

13.05 VACATION PAY OUT

Any employee who leaves the employ of the Employer shall be paid any vacation entitlement which had not been previously paid to the employee prior to the date his/her employment has been terminated.

ARTICLE 14 - HEALTH AND WELFARE PLAN

14.01 ELIGIBILITY

- (a) Full-time employees shall be eligible to become insured for the present benefit coverage as administered by applicable Hotel's Group Insurance Program commencing on the first day of the calendar month following four (4) months continuous employment.
- (b) The cost of premiums for this benefit coverage will continue as per the present practice.
- (c) All benefit plan coverage, terms, conditions, and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the plan provided by the carrier, as may be amended from time to time by the carrier.
- (d) Providing the Employer fulfills its responsibility to pay the premiums for the applicable benefit coverage, the Employer cannot be held responsible or liable for the rejection of any claim by the carrier.
- (e) Full-time employees who are laid off will receive up to three (3) months extension of benefits, if they continue to pay their portion of the premiums as if they were working. Benefits are not extended during leaves of absence. The Employer agrees the Benefit Plan will not be changed during the life of the Agreement, either benefits or eligibility.
- (f) The Employer will continue to pay the Employer portion of the benefit coverage while an employee is off work on an approved WCB claim and graduated return to work program provided the employee continues to pay their portion of the cost as if they were still working.
- (g) The Employer will continue to pay the Employer portion of the benefit coverage for a maximum of twenty-four (24) months while an employee is off work due to sickness/injury provided the employee continues to pay their portion of the cost as if they were still working. Employees may continue to have access to the benefits referred herein for an additional two (2) years provided they pay the full cost of the premiums via postdated cheques.
- (h) The Employer shall also provide and pay the full cost to provide an outlined brochure of all Employer paid benefits such as insurance, vision care, dental plan, etc. for each employee. The aforementioned brochures shall be printed and distributed to full-time employees.

14.02 SICK DAYS

- (a) Any employees hired before December 2012 will be entitled to ten (10) sick days on an annual basis. Employees hired after December 2012 will be entitled to seven (7) sick days on an annual basis. Sick days may be taken upon the third (3rd) day of illness, first (1st) day of accident or hospitalization. Sick pay may be utilized on the first (1st) day if the employee is undergoing a scheduled, nonselective medical procedure that requires time away from

work. If required, employees must provide a medical doctor's note to substantiate their illness.

- (b) Sick days may not be carried from one year to the next and employees who become eligible during a calendar year will receive a prorated number of sick days for that calendar year.
- (c) The Employer will pay the cost (up to a maximum of one hundred dollars (\$100) when a physical analyses form is requested by the Employer. The employee shall be reimbursed within ten (10) business days.

ARTICLE 15 - LEAVES OF ABSENCE

15.01

Upon application to the General Manager and minimum two (2) weeks' notice, except in cases of emergency, unpaid leaves of absence may be granted to employees without loss of seniority. The General Manager will respond within one (1) week of receiving the request. Leaves of absence must be signed by the General Manager and a copy given to the Union Committee. Leaves will be granted based upon the operational requirements of the Hotel. Leaves may not be taken for the reason of seeking employment elsewhere.

Employees who are granted a leave of absence shall have their seniority accrue throughout their period of leave.

- (a) All leaves of absence provided in this Agreement are leaves without pay, unless it is specifically provided in the appropriate Article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.
- (c) Failure to return from an approved leave of absence on the date approved by the Employer shall result in the termination unless the employee can demonstrate to the satisfaction of the Employer that they were reasonable grounds for his/her not returning on that date. The employee may be required to provide proof of illness, injury and/or original travel documentation.

15.02

Any employee of the Employer elected or appointed to a full-time position in the Local Union or National Union, Unifor, will be granted a leave of absence by the Employer. Such leaves will remain in effect until notice to cancel such leave is given by the Union.

15.03

The Employer will grant leave of absence for a period up to ten (10) days (except as provided under Article 15.02) to permit members of the Bargaining Unit to attend conventions, educational seminars or conferences called by the National or Local Union or other Labour Councils. It is understood and agreed that not more than two (2) members will be absent at any one time, and not more than two (2) members from any one department, under this provision, and that applications for leave will be presented in writing, when reasonably possible, not less than fourteen (14) working days prior to the commencement of such leave.

15.04

The Chairperson of the Union Committee shall be granted a leave of absence of four (4) hours per month to attend to any Union business arising from and in the course of her duties.

15.05

Employees who are granted a leave of absence shall have their seniority accrue throughout her period of leave.

15.06

Unless specifically stated otherwise, leave of absences pursuant to this Article 15 shall be unpaid.

15.07

Pregnancy, parental leave and family responsibility leave shall be granted by the Employer in accordance with the BC Employment Standards Act.

ARTICLE 16 - GENERAL

16.01 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

- (a) In cases where an employee is returning to work following an absence of less than seven (7) days due to illness or injury, including absences covered by Workers' Compensation benefits, the employee is entitled to reinstatement in her former position within twenty-four (24) hours, with all rights and conditions which she formerly enjoyed, according to the terms of the Agreement which is in effect at the time of her return, subject to the further conditions which follow.
- (b) Prior to reinstating the employee, the Employer may request documentation from a physician or the Workers' Compensation Board certifying that the employee is physically able to resume the performance of the duties if such employee has been absent for a period of seven (7) days or more.
- (c) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

16.02 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

No employee shall be compelled to or allowed to enter into any individual contract or agreement with her Employer concerning the conditions of employment varying the conditions of employment contained herein.

16.03 WAGES EVERY SECOND FRIDAY

Wages shall be paid every second Friday with a maximum of six (6) working days held back, in a manner convenient to the Employer but in such a way as to eliminate waiting on the part of the employee. Wages shall be paid bi-weekly, in the a.m. via direct deposit.

16.04 PERSONAL EFFECTS

The Employer agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets. It is acknowledged by the Parties that the employees may be required to share lock-up facilities, and that it shall be the responsibility of the Employer to supply locks and employees shall keep all personal effects in lockers while at work.

16.05 NO AUTHORITY OVER GRATUITY

The Employer agrees that Manager has no authority over any monetary gratuity which a client may leave for the employees.

16.06 HOUSE RULES GOVERNING CONDUCT OF EMPLOYEES

The Employer will post any written house rules (policies and procedures) it may enact for the conduct of its employees. The hotel will forward to the Union any amendments of house rules prior to posting.

16.07 HOUSEKEEPING GRATUITIES

The Employer agrees to equally distribute to Housekeeping staff contracted gratuities between those employees who worked on the days for which the gratuities were paid. The current distribution of gratuities shall not be changed.

16.08 BAGGAGE GRATUITIES AND EMPLOYEE INCENTIVES

The current distribution shall not be changed.

16.09 CONCIERGE COMMISSION RATES, EFFECTIVE JANUARY 1ST, 2018

Item	Team Member	Hotel
Whistler Blackcomb (Winter) Lift tickets, ski school, rental equipment	75%	25%
Whistler Blackcomb (Summer) Sightseeing	75%	25%
Activity, Adventure & Transportation providers	80%	20%
Fresh Tracks Tickets	75%	25%

ARTICLE 17 - HEALTH & SAFETY

17.01 ROLES AND RESPONSIBILITIES

The Employer shall make all reasonable provisions for the occupational safety and health of its employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary to properly protect employees from injury shall be provided by the Employer. It is the responsibility of all employees to wear safety equipment which is supplied, to observe safe working practices and to report unsafe conditions to the Employer. All rights and privileges established under the laws of the Province of British Columbia in respect to health and safety shall form part of this Agreement.

The Employer and the Union agree to co-operate with each other in order to reduce accidents. It shall be the duty of each employee to report promptly all injuries she/he suffers and all accidents involving the Employer's property which occur while they are on duty.

The Employer shall establish a permanent Joint Health and Safety Committee in order to maintain reasonable policies and practices to ensure the safety and health of the employees and the customers of the Employer.

17.02 HEALTH AND SAFETY LEGISLATION

- (a) The Employer agrees to institute and maintain reasonable precautions to provide every employee a safe and healthy workplace.
- (b) The Employer shall comply with all applicable provincial and municipal health and safety legislation and regulations.

17.03 CONFIDENTIALITY OF HEALTH INFORMATION

The Employer shall not reveal any health information concerning a present or former employee to a third party, unless required by law, without the written, informed consent of the employee for each occasion upon which the health information is required.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

Any complaint, disagreement or differences of opinion between the Parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.

18.02 GRIEVANCE PROCEDURE

- (a) Informal Step:

As an informal step, the employee is to meet and make an earnest effort to resolve the grievance directly with their immediate Supervisor.

(b) Step One:

At this step, notice in writing of the grievance must be filed with the Department Manager, within fourteen (14) days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.

Any meeting between the Parties at this step must involve the employee, her Shop Steward and the Department Manager or another person designated by the Employer.

The Employer's Representative must answer the grievance in writing within seven (7) days.

(c) Step Two:

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the grievance shall be made between the employee, the Chief Steward and/or a Union Representative and a person or persons designated by the Employer.

This step must be taken by notice in writing within seven (7) days of the date on which the written answer was delivered in Step One. The Parties shall meet to discuss the grievance within ten (10) days of the date the written notice was submitted pursuant to this step. The Employer's Representative must answer the grievance in writing within seven (7) days of the meeting.

(d) In the event that a resolution of the grievance, satisfactory to the Union and Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to a Single Arbitrator as outlined below. This step must be taken by notice in writing within seven (7) days of the date of completion of Step Two.

(e) Prior to proceeding as outlined in (d) above, either Party may choose to utilize Section 87 of the Labour Relations Code of B.C. Notification of the use of Section 87 must be received within the time limits set out in paragraph (d).

18.03 SINGLE ARBITRATOR

The Parties shall have fourteen (14) days to agree on a single Arbitrator. Failing such agreement, either Party may request the Director of the Arbitration Bureau to appoint such Arbitrator.

18.04 UNION OR EMPLOYER GRIEVANCE

The Union and the Employer shall each have the right to process grievances which may arise regarding the interpretation, application, operation or alleged violation

of this Agreement. Such a grievance shall commence at Step Two within the time limit set out in Step One.

18.05 DISMISSAL GRIEVANCE

In the case of a dispute arising from an employee's dismissal, the grievance shall commence at Step Two within fourteen (14) days from the date of the dismissal.

18.06 ARBITRATION HEARING

- (a) As soon as an Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within thirty (30) days and further encouraged to render a decision within fourteen (14) days.
- (b) In order to expedite the arbitration process, the Parties agree that they will discuss their understanding of the issue or issues to be placed before the Arbitrator, and will attempt to prepare a statement of all facts which are not in dispute. The identification of the issue or issues and any statement of agreed facts will be prepared in written form and placed before the Arbitrator by agreement of the Parties.
- (c) Each Party to the arbitration will bear one-half the expense associated with the appointment of the Arbitrator.
- (d) The decision of the Arbitrator shall be binding on both Parties and any employee affected by it.

18.07 AUTHORITY OF THE ARBITRATOR

- (a) The Parties recognize that the authority of the Arbitrator is set out in Section 89 of the Labour Relations Code of B.C.
- (b) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

18.08 TIME LIMITS

A grievance or dispute shall commence and proceed through the steps of the grievance procedure within the time limits provided; otherwise it shall be deemed to be abandoned. The time limits may be extended by mutual consent of the Parties.

18.09 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

- (a) The Union agrees to provide the Employer with a written list of the names of any persons, other than Shop Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.
- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

18.10 RIGHT TO A SHOP STEWARD

All employees shall have the right to the presence of a Shop Steward, of their choice, at any discussion with the Company where disciplinary action may be taken. The selection of a Shop Steward will not unreasonably delay any discussion, interview or investigation. In instances where suspension or termination is contemplated or at Step 2 of the grievance procedure, a Job Steward must be present. The Company and the Union agree that this Clause is not intended to limit the Company's ability to conduct informal discussions related to the operation of the Company with its employees. The Shop Steward should sign a Confidentially Agreement as they will be present during meetings which may include sensitive information.

This Article is not intended to limit Management's rights to take immediate steps to suspend and/or remove from Company property an employee who presents a danger and/or safety hazard to any person or property.

ARTICLE 19 - DEFINITIONS

19.01 TIME SPAN REFERENCES

References to days, weeks, months or years shall be understood to mean calendar days, weeks, months or years, unless otherwise expressly provided in this Agreement.

19.02 TYPES OF EMPLOYEES

A part-time employee works twenty-four (24) hours or less per week. A full-time employee works more than twenty-four (24) hours per week.

ARTICLE 20 – REPORTING IN PAY

20.01

Any employee reporting for work on their scheduled shift, and who has not been properly notified not to report for work prior to the start of her shift, will receive a minimum of four (4) hours work or pay based on their regular hourly rate.

ARTICLE 21 – CALL BACK PAY

21.01

Any employee called back to work after completion of their regular shift and having left the Hotel, shall receive in such instances a minimum of four (4) hours pay based on their applicable rate of pay.

ARTICLE 22 – INJURY ON THE JOB

22.01

Employees who are injured at work and who are unable to continue at their job or who are sent home by the Employer because of illness/injury shall be paid their

regular earnings for the balance of the shift on which the injury or illness occurs. In the event that an employee is injured at work and requires medical treatment, the Employer agrees to pay the full cost of the fare for a taxi service to transport the employee to a hospital or clinic or other medical treatment location, as well as the full fare to transport the employee to her home or back to the workplace.

ARTICLE 23 – LEAVES OF ABSENCE

23.01 BEREAVEMENT LEAVE

As per Employment Standards, employees are entitled to up to three (3) days of unpaid leave upon the death of a member of their immediate family. These days do not have to be consecutive, or start on the date of death. Employees who have completed the four (4) month probationary period are also eligible for the following:

- (i) Up to five (5) days paid leave for spouse/partner, parents, siblings, or children;
- (ii) Up to three (3) days paid leave for grandparents, parents-in-law, and grandchildren.

These days do not have to be consecutive, or start on the date of death. Employees who are eligible for vacation pay will be allowed to take vacation time to supplement their bereavement leave.

23.02 EMPLOYEES ELECTED TO UNION OFFICE

- (a) The Employer shall grant a leave of absence without pay or benefits to an employee, who has completed the probationary period, and who is appointed or elected to a Union office for a period up to and including to three (3) years.
- (b) A request for such an approved leave must be given to the Employer by the Union in writing, on Union letterhead and signed by the Secretary of the Union.
- (c) An employee who obtains such a leave of absence shall return to his/her employment within thirty (3) calendar days after the completion of his/her employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

23.03 UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

- (a) The Employer, upon receipt of written notice from the Union, shall grant a leave of absence without pay:
 - (i) for up to seven (7) calendar days to not more than one (1) who is elected as a delegate to attend a Union convention;
 - (ii) to not more than four (4) employees who are members of the Union's Negotiating Committee.

Written notice shall be given at least ten (10) calendar days prior to the commencement of such leaves.

- (b) The Employer upon receipt of written notice from the Union shall grant up to seven (7) days leave of absence to not more than one (1) employee, at any one time, to attend bona fide Shop Steward education programs. Written notice shall be given at least ten (10) calendar days prior to such leaves.
- (c) Only employees who have completed their probationary period shall be entitled to a leave under this Article.

23.04 JURY DUTY

The Employer will make up the difference between the amount of money per day an employee receives while serving as a member of a jury, including coroner's juries or subpoenaed crown witness, to an amount equal to her normally scheduled hours during the period for which she would have otherwise been scheduled to work, to a maximum of fifteen (15) days.

23.05 GENERAL LIMITATION OF LEAVES OF ABSENCE

- (a) All leaves of absence provided in this Agreement are leaves without pay, unless it is specifically provided in the appropriate Article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.
- (c) Failure to return from an approved leave of absence on the date approved by the Employer shall result in the termination unless the employee can demonstrate to the satisfaction of the Employer that they were reasonable grounds for his/her not returning on that date. The employee may be required to provide proof of illness, injury and/or original travel documentation.

23.06

The Parties agree to the provisions of the Employment Standards Act in regard to compassionate care.

23.07

Maternity and parental leave to be governed by the applicable legislation as amended.

23.08

The Family Responsibility Leave provisions in the Employment Standards Act as may be amended from time to time are applicable to the employees covered by this Agreement.

ARTICLE 24 – BULLETIN BOARDS

24.01

The Union Committee will have the use of one (1) enclosed and locking bulletin board in the Hotel for the posting of Union notices. Such bulletin board is to be supplied by the Union.

ARTICLE 25 – ADMINISTRATION OF DISCIPLINE

25.01 DISCIPLINE AND/OR DISCHARGE FOR JUST CAUSE

- (a) Employees can only be disciplined or discharged for just and reasonable cause.
- (b) In the event that an employee other than probationary is discharged for just and reasonable cause, the Chief Steward will be notified and provided with the reasons for the discharge.

25.02 LIMITATIONS ON HOLDING DISCIPLINE AGAINST EMPLOYEES

Any complaint recorded against an employee shall automatically be cancelled after twelve (12) months and may not be held against him/her thereafter, so long as the employee has no subsequent discipline over the same twelve (12) month period.

ARTICLE 26 – GENERAL PROVISIONS

26.01 PERSONNEL FILES

Employees shall have access to review their own personnel file during the hours that the General Manager or Human Resource are normally in the Hotel from Monday through Friday, upon providing two (2) days written notice. In addition, the Chairperson or her designate, upon providing written consent to the General Manager or Human Resources, will also be given access to such files.

ARTICLE 27 – JOB POSTING

27.01

All vacancies as deemed required by the General Manager and new positions will be posted Bargaining Unit wide on Hotel bulletin boards for a period of seven (7) calendar days. The Employer need not consider any applicant to a posting who has, within the prior six (6) month period successfully applied for a vacancy (other than a temporary vacancy).

27.02

The posted notice shall identify the following information:

1. Department
2. Classification
3. Rate of Pay

4. Shift - all

5. General Description of Duties/and requirements/experience and training

27.03

Seniority employees wishing to apply for a posted job will place her name on a job posting form provided by the Employer, a duplicate to be retained by the employee.

27.04

If an employee applies for more than one job posting at the same time provided they are entitled to apply pursuant to Article 28.01 she must identify her order of preference. Postings by the employee to other vacancies will be cancelled by her successful applicant status.

27.05

An employee who is declared a successful applicant shall receive a thirty shift or ninety (90) calendar days training/evaluation period to determine her ability to perform the work required. In case the employee is not retained in the job by the Employer, or the employee voluntarily elects to give up their rights to the job, providing it is within training period as herein provided, the employee will be returned to her former job, and any other employee affected thereby will be returned to her job on a similar basis and thereafter the original job will be filled in accordance with this section of the Agreement.

27.06

A notice identifying the successful applicant for the vacancy will be posted within five (5) working days of the completion of the "notice of vacancy" period.

27.07

Only the Human Resources Department may enter a posting on behalf of another employee who is absent, provided the employee has given written permission to the Human Resources Department to submit a job posting application on their behalf. The employee must first indicate to the Human Resources Department which jobs or postings for which they wish to be considered.

27.08

Applicants shall be considered for the vacant position on the basis of their skill, ability, qualifications to perform the work and seniority. If two (2) or more applicants have the necessary skill, ability and qualifications to perform the work, then the most senior applicant shall be selected.

27.09

If nobody who has applied has the necessary skill, ability and qualifications to satisfactorily perform the requirements of the job, the Employer may select a candidate from outside the Bargaining Unit or offer the position within the unit.

27.10

This Article will not apply where the vacancy is not expected to exceed ninety (90) calendar days where the vacancy is caused by illness, injury, occupational accident, layoff, vacation or leaves of absence or the need to complete the posting process.

27.11

Temporary vacancies which exceed ninety (90) days shall be posted until the return of the incumbent employee or it is determined that the incumbent will not be returning to the position.

27.12

This Article does not apply to job assignments within a classification.

ARTICLE 28 – NON-DISCRIMINATION

28.01

The Hotel's policy is to treat each employee, regardless of position, with dignity and respect and to be fair and just at all times. As an equal opportunity Employer, we always endeavour to select the best-qualified individuals based on job related qualifications regardless of race, colour, creed, sex, religion, national origin, age, medical condition, marital status, handicap, sexual preference, or Union membership. This policy includes hiring, transfers, scheduling, recruitment, promotions, performance management, and rate of pay, benefits or terminations.

ARTICLE 29 – HARASSMENT

29.01

- (a) The Employer and the Union recognize the inherent dignity, worth and rights of each individual. The Parties are committed to preventing and addressing incidents of discrimination, workplace violence, and harassment, including sexual harassment, and will cooperate in taking all reasonable steps for the protection of employees. The Parties agree to maintain a workplace where behaviour that contravenes the British Columbia Human Rights Code, Employment Standards Act, Labour Relations Act, or Occupational Health and Safety Act is neither condoned nor tolerated, and the Employer shall maintain policies to ensure such protection in accordance with applicable legislation. The Employer shall post its policies on the staff Bulletin Board as well as any updates to such policies. In particular, and without limiting the scope of the Employer's policies on these issues, it is agreed that there will be no discrimination because of a person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, or any other enumerated ground under the Human Rights Code.

The Parties agree that there is a shared obligation to ensure that any incident of workplace violence, harassment, sexual harassment, or discrimination is raised promptly so that it may be addressed in an effective manner. Any complaint of harassment, discrimination or violence must be raised and submitted in accordance with the Employer's policy regarding same.

- (b) In the event an employee alleges they have been harassed, sexually harassed discriminated against by another employee, the Employer and the Union shall carry out a joint investigation of the complaint. If an employee alleges harassment, sexual harassment or discrimination by a member of Manager, the Employer shall carry out forthwith an independent investigation into the allegation. The Employer shall advise the Union within ten (10) days that such an investigation has taken place. In the event the allegation forms the basis of a grievance, the Employer agrees to conduct a joint investigation with the Union.
- (c) Any information arising from an investigation undertaken pursuant to Article 29.01(d) shall remain confidential but shall be provided to the Union.
- (d) In the event that a grievance filed pursuant to Article 18 involved allegations against Manager personnel, the Employer shall ensure that there is no contact between the Manager employee and the grievor without loss of pay and benefits to the grievor.
- (e) There shall be no reprisal against an employee for the legitimate exercise of their rights under the British Columbia Human Rights Code, Employment Standards Act Labour Relations Act, or Occupational Health and Safety Act.
- (f) The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their Representatives or members because of any employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

ARTICLE 30 – PENSION PLAN


30.01

- (a) All full-time employees who have completed one (1) year of continuous service are eligible to enroll in the voluntary Standard Life Pension Plan, RS101670. Employees may contribute one percent (1%) or two percent (2%) of their gross earnings per pay period. The Hotel will match the employee's contributions to a maximum of two percent (2%). The Employer contribution to the plan vests with the employee after two (2) years plan participation.
- (b) All pension plan coverage, terms, conditions, and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the plan provided by the carrier, as may be amended from time to time by the carrier.


Collective Agreement Between Hilton Whistler Resort and Spa and Unifor Local 3000

Signed this 2nd day of September, 2021.

On behalf of the Employer:
Hilton Whistler Resort & Spa



Christopher Vick
General Manager



Salim Mukadam
VP Operations



Viktoria Lundkvist
HR and Benefits Manager



Chris Boland
Executive Housekeeper

On behalf of the Union:
Unifor Local 3000




Balihar Uppal
Bargaining Committee



Malwinder Sidhu
Bargaining Committee



Colin Murphy
Bargaining Committee



Mike Windeyer
Local 3000 Service Rep



Gavin Davies
Unifor National Representative

SCHEDULE A - CLASSIFICATIONS

Front Office

Guest Service Agent

Night Auditor

Loss Prevention Officer (Part-Time)

Night Audit Shift Supervisor

Manager in Training

Concierge

Bellperson

Bell Captain

Reservations Agent

Reservations and Groups Coordinator

Journey Ambassador (Part-Time)

New Housekeeping Classifications

Room Attendant

Team Leader Rooms

Team Leader Laundry (to be removed within six (6) months of date of ratification).

Housekeeping Coordinator (Part-Time)

House Attendant

Laundry Attendant

SCHEDULE B - WAGES**EFFECTIVE AUGUST 1, 2021**

Increases Paid @ 50% July 1 – July 31, 2021

	Day 1 to 120	Day 121 to 365	Day 366 to 730	Day 731 +
FRONT OFFICE				
Year 1				
Manager in Training	\$19.51	\$20.43	\$20.91	\$22.05
Guest Service Agent	\$16.85	\$17.65	\$19.13	\$21.89
Night Auditor	\$18.04	\$18.52	\$19.73	\$22.28
Night Audit Shift Supervisor	\$19.51	\$20.33	\$20.80	\$22.48
Journey Ambassador	\$18.04	\$18.61	\$19.83	\$21.46
Bellcaptain	\$17.31	\$17.31	\$17.31	\$17.31
Bellperson	\$15.35	\$15.35	\$15.55	\$15.91
Concierge	\$17.41	\$19.10	\$19.51	\$21.83
RESERVATIONS				
Reservations Agent	\$16.85	\$17.74	\$18.79	\$20.82
Reservations & Group Coordinator	\$17.73	\$18.61	\$20.14	\$21.78
LOSS PREVENTION				
Loss Prevention Officer (PT)	\$18.04	\$18.61	\$19.83	\$21.46
HOUSEKEEPING				
Team Leader - Rooms	\$18.93	\$20.10	\$22.13	\$23.44
Laundry Attendant	\$17.68	\$18.66	\$20.38	\$22.24
Room Attendant	\$17.68	\$18.66	\$20.38	\$22.24
House Attendant	\$17.68	\$18.66	\$20.38	\$22.24
Night House Attendant	\$18.18	\$19.16	\$20.88	\$22.74
Night Lobby Attendant	\$18.18	\$19.16	\$20.88	\$22.74
PT Housekeeping Coordinator	\$18.93	\$20.10	\$22.13	\$23.63

WAGES – EFFECTIVE JULY 1, 2022

	Day 1 to 120	Day 121 to 365	Day 366 to 730	Day 731 +
FRONT OFFICE				
Year 2				
Manager in Training	\$19.71	\$20.64	\$21.12	\$22.27
Guest Service Agent	\$17.02	\$17.74	\$19.22	\$22.54
Night Auditor	\$18.22	\$18.61	\$19.83	\$22.95
Night Audit Shift Supervisor	\$19.71	\$20.43	\$20.91	\$23.16
Journey Ambassador	\$18.22	\$18.80	\$20.02	\$21.68
Bellcaptain	\$17.48	\$17.48	\$17.48	\$17.48
Bellperson	\$15.51	\$15.51	\$15.71	\$16.23
Concierge	\$17.59	\$19.29	\$19.71	\$22.04
RESERVATIONS				
Reservations Agent	\$17.02	\$17.91	\$18.97	\$21.02
Reservations & Group Coordinator	\$17.90	\$18.80	\$20.34	\$21.99
LOSS PREVENTION				
Loss Prevention Officer (PT)	\$18.22	\$18.80	\$20.02	\$21.68
HOUSEKEEPING				
Team Leader - Rooms	\$19.50	\$20.70	\$22.80	\$24.14
Laundry Attendant	\$18.21	\$19.22	\$21.00	\$23.02
Room Attendant	\$18.21	\$19.22	\$21.00	\$23.02
House Attendant	\$18.21	\$19.22	\$21.00	\$23.02
Night House Attendant	\$18.71	\$19.72	\$21.50	\$23.52
Night Lobby Attendant	\$18.71	\$19.72	\$21.50	\$23.52
PT Housekeeping Coordinator	\$19.50	\$20.70	\$22.80	\$24.34

WAGES – EFFECTIVE JULY 1, 2023

	Day 1 to 120	Day 121 to 365	Day 366 to 730	Day 731 +
FRONT OFFICE				
Year 3				
Manager in Training	\$20.10	\$21.05	\$21.54	\$22.71
Guest Service Agent	\$17.19	\$18.09	\$19.41	\$23.21
Night Auditor	\$18.40	\$18.99	\$20.03	\$23.64
Night Audit Shift Supervisor	\$19.91	\$20.84	\$21.12	\$23.85
Journey Ambassador	\$18.58	\$19.18	\$20.43	\$22.11
Bellcaptain	\$17.66	\$17.66	\$17.66	\$17.66
Bellperson	\$15.82	\$15.82	\$16.02	\$16.55
Concierge	\$17.94	\$19.68	\$20.10	\$22.49
RESERVATIONS				
Reservations Agent	\$17.36	\$18.27	\$19.35	\$21.44
Reservations & Group Coordinator	\$18.26	\$19.18	\$20.75	\$22.43
LOSS PREVENTION				
Loss Prevention Officer (PT)	\$18.58	\$19.18	\$20.43	\$22.11
HOUSEKEEPING				
Team Leader - Rooms	\$20.08	\$21.32	\$23.48	\$24.86
Laundry Attendant	\$18.76	\$19.79	\$21.63	\$23.82
Room Attendant	\$18.76	\$19.79	\$21.63	\$23.82
House Attendant	\$18.76	\$19.79	\$21.63	\$23.82
Night House Attendant	\$19.26	\$20.29	\$22.13	\$24.32
Night Lobby Attendant	\$19.26	\$20.29	\$22.13	\$24.32
PT Housekeeping Coordinator	\$20.08	\$21.32	\$23.48	\$25.07

WAGES – EFFECTIVE JULY 1, 2024

	Day 1 to 120	Day 121 to 365	Day 366 to 730	Day 731 +
FRONT OFFICE				
Year 4				
Manager in Training	\$20.50	\$21.47	\$21.97	\$23.17
Guest Service Agent	\$17.36	\$18.27	\$19.61	\$23.91
Night Auditor	\$18.59	\$19.18	\$20.23	\$24.34
Night Audit Shift Supervisor	\$20.10	\$21.05	\$21.33	\$24.57
Journey Ambassador	\$18.96	\$19.56	\$20.83	\$22.55
Bellcaptain	\$18.01	\$18.01	\$18.01	\$18.01
Bellperson	\$16.13	\$16.13	\$16.34	\$16.55
Concierge	\$18.30	\$20.07	\$20.50	\$22.93
RESERVATIONS				
Reservations Agent	\$17.70	\$18.64	\$19.74	\$21.87
Reservations & Group Coordinator	\$18.63	\$19.56	\$21.16	\$22.88
LOSS PREVENTION				
Loss Prevention Officer (PT)	\$18.96	\$19.56	\$20.83	\$22.55
HOUSEKEEPING				
Team Leader - Rooms	\$20.69	\$21.96	\$24.19	\$25.61
Laundry Attendant	\$19.32	\$20.39	\$22.27	\$25.01
Room Attendant	\$19.32	\$20.39	\$22.27	\$25.01
House Attendant	\$19.32	\$20.39	\$22.27	\$25.01
Night House Attendant	\$19.82	\$20.89	\$22.77	\$25.51
Night Lobby Attendant	\$19.82	\$20.89	\$22.77	\$25.51
PT Housekeeping Coordinator	\$20.69	\$21.96	\$24.19	\$25.82

Bell Person Gratuities

The Employer shall distribute one hundred percent (100%) of negotiated portage gratuities, less any applicable payroll taxes, to the Bell Persons & Bell Captain in accordance with provincial law. The current practice of distributing two dollars (\$2) per valet car parked will continue for the duration of this Agreement.

LETTER OF UNDERSTANDING #1

Between:
Hilton Whistler Resort & Spa
And:
Unifor Local 3000

RE: PATRON BEHAVIOUR AND WORKPLACE SAFETY


The Hotel has an obligation to take all reasonable precautions for the safety of its employees and where any patrons/suppliers actions are abusive, threatening or violent; the employee should immediately raise this with her Supervisor. The Hotel will draw the patrons/suppliers attention to its policy on respectful behaviour and will counsel them to change behaviour. If the behaviour is extreme, or if the patron/supplier does not cease and desist when requested, the Hotel General Manager will remove the patron/supplier from the Hotel.

Signed this 2nd day of September, 2021.

On behalf of the Employer:
Hilton Whistler Resort & Spa



Christopher Vick
General Manager



Salim Mukadam
VP Operations



Viktoria Lundkvist
HR and Benefits Manager




Chris Boland
Executive Housekeeper

On behalf of the Union:
Unifor Local 3000




Balihar Uppal
Bargaining Committee



Malwinder Sidhu
Bargaining Committee



Colin Murphy
Bargaining Committee



Mike Windeyer
Local 3000 Service Rep



Gavin Davies
Unifor National Representative

LETTER OF UNDERSTANDING #2

Between:
Hilton Whistler Resort & Spa
And:
Unifor Local 3000

RE: ROOM ATTENDANT WORKLOAD

The Employer and the Union agree that first priority when assigning rooms will be safety of the room attendants, then quality of service and finally efficiency of service. At no time will the employees be expected to work through the lunch or break periods negotiated in the Collective Agreement.

The Employer agrees that they will hold a meeting a minimum of four times (4x) per year at which will be present the Housekeeping Shop Steward, a maximum of two (2) Housekeeping employees, the Chief Shop Steward, the Director of Housekeeping, the Local Representative, and the *Director of Operations* in order to review work load issues in the department and other issues that should arise.

Signed this 2nd day of September, 2021.


On behalf of the Employer:
Hilton Whistler Resort & Spa




Christopher Vick
General Manager



Salim Mukadam
VP Operations

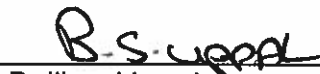


Viktoria Lundkvist
HR and Benefits Manager




Chris Boland
Executive Housekeeper

On behalf of the Union:
Unifor Local 3000




Balihar Uppal
Bargaining Committee



Malwinder Sidhu
Bargaining Committee



Colin Murphy
Bargaining Committee



Mike Windeyer
Local 3000 Service Rep



Gavin Davies
Unifor National Representative

LETTER OF UNDERSTANDING #3


Between:
Hilton Whistler Resort & Spa
And:
Unifor Local 3000

RE: MEDICAL SERVICES PLAN

To continue as per current practice.

Signed this 2nd day of September, 2021.

On behalf of the Employer:
Hilton Whistler Resort & Spa



Christopher Vick
General Manager



Salim Mukadam
VP Operations




Viktoria Lundkvist
HR and Benefits Manager




Chris Boland
Executive Housekeeper

On behalf of the Union:
Unifor Local 3000



Balihar Uppal
Bargaining Committee



Malwinder Sidhu
Bargaining Committee



Colin Murphy
Bargaining Committee



Mike Windeyer
Local 3000 Service Rep



Gavin Davies
Unifor National Representative

LETTER OF UNDERSTANDING #4

Between:
Hilton Whistler Resort & Spa

And:
Unifor Local 3000

RE: MISCELLANEOUS EMPLOYEE ENTITLEMENTS

1. Travel Allowance

Effective August 8th, 2021, the Employer agrees to pay a travel allowance of eleven dollars (\$11.00) per shift to eligible employees who have to travel twenty-five (25) kms or more to the workplace, unless alternate arrangements are made at no cost to the employee.

Effective July 1st, 2022, the amount of the travel allowance shall be increased to eleven dollars and twenty-five cents (\$11.25) for eligible employees.

Effective July 1st, 2023, the amount of the travel allowance shall be increased to eleven dollars and fifty cents (\$11.50) for eligible employees.

Effective July 1st, 2024, the amount of the travel allowance shall remain the same, eleven dollars and fifty cents (\$11.50) for eligible employees.

2. Life and Leisure

The Employer agrees to pay the amounts, as outlined above, to employees not eligible for the travel allowance, as per the existing Life and Leisure Program as outlined in the current practice.

Signed this 2nd day of September, 2021.

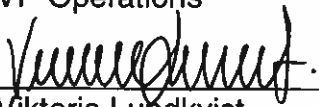
On behalf of the Employer:
Hilton Whistler Resort & Spa



Christopher Vick
General Manager



Salim Mukadam
VP Operations

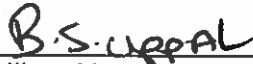


Viktoria Lundkvist
HR and Benefits Manager



Chris Boland
Executive Housekeeper


On behalf of the Union:
Unifor Local 3000



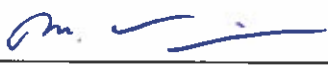
Balihar Uppal
Bargaining Committee



Malwinder Sidhu
Bargaining Committee



Colin Murphy
Bargaining Committee



Mike Windeyer
Local 3000 Service Rep



Gavin Davies
Unifor National Representative


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LETTER OF UNDERSTANDING #5

Between:
Hilton Whistler Resort & Spa
And:
Unifor Local 3000

RE: HOURS OF WORK FOR CONCIERGE CLASSIFICATION

Employees who hold classification of Concierge will work four (4) days per week at ten (10) hour shifts while earning no overtime pay. The Employer and employee will enter into a Scheduled Averaging Agreement in accordance with Employment Standards.

Signed this 2nd day of September, 2021.

On behalf of the Employer:
Hilton Whistler Resort & Spa



Christopher Vick
General Manager



Salim Mukadam
VP Operations



Viktoria Lundkvist
HR and Benefits Manager



Chris Boland
Executive Housekeeper

On behalf of the Union:
Unifor Local 3000




Balihar Uppal
Bargaining Committee



Malwinder Sidhu
Bargaining Committee



Colin Murphy
Bargaining Committee



Mike Windeyer
Local 3000 Service Rep



Gavin Davies
Unifor National Representative

LETTER OF UNDERSTANDING #6

Between:
Hilton Whistler Resort & Spa
And:
Unifor Local 3000

RE: VACATION REQUESTS

The Hotel will allow no less than two (2) employees per group below to be away on vacation at any one time. The two (2) individuals from Group 1 cannot be from the same classification. Vacation will be granted as outlined in Article 13, as per current practice.

Group 1


Front Office (Front Desk)
Bell Services
Concierge
Reservations

Group 2

Housekeeping (Room Attendant) – Capped 2 employees
Housekeeping (House Attendant) – Capped 2 employees

Signed this 2nd day of September, 2021.

On behalf of the Employer:
Hilton Whistler Resort & Spa



Christopher Vick
General Manager



Salim Mukadam
VP Operations



Viktoria Lundkvist
HR and Benefits Manager




Chris Boland
Executive Housekeeper

On behalf of the Union:
Unifor Local 3000




Balihar Uppal
Bargaining Committee



Malwinder Sidhu
Bargaining Committee



Colin Murphy
Bargaining Committee



Mike Windeyer
Local 3000 Service Rep



Gavin Davies
Unifor National Representative

LETTER OF UNDERSTANDING #7

Between:
Hilton Whistler Resort & Spa
And:
Unifor Local 3000

RE: BENEFITS

The parties through the 2021 collective bargaining process agreed look at different providers of benefits.

The Parties agree to strike a Joint Benefits Committee consisting of four (4) Representatives from the Employer, one (1) of which shall be the General Manager, four (4) members from the Union, one (1) of which shall be the Local Union Vice President.

When the costing of benefits has been received from the U.B.T., the Parties agree to meet within fourteen (14) calendar days to review the information.

The primary task of the Committee shall be to utilize the lower cost of benefits as a means to find a mutually agreeable benefit program moving forward. Should no preferred solution be identified, the benefit program and its established contributions will continue as is for those employees currently employed upon ratification of this Agreement, for the duration of this Agreement.

Signed this 2nd day of September, 2021.

On behalf of the Employer:
Hilton Whistler Resort & Spa



Christopher Vick
General Manager



Salim Mukadam
VP Operations

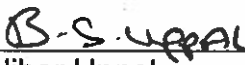


Viktoria Lundkvist
HR and Benefits Manager




Chris Boland
Executive Housekeeper

On behalf of the Union:
Unifor Local 3000




Balihar Uppal
Bargaining Committee



Malwinder Sidhu
Bargaining Committee



Colin Murphy
Bargaining Committee



Mike Windeyer
Local 3000 Service Rep



Gavin Davies
Unifor National Representative

LETTER OF UNDERSTANDING #8

Between:
Hilton Whistler Resort & Spa
And:
Unifor Local 3000

RE: CHOICE OF WORK LOCATIONS FOR ROOM ATTENDANTS

On an annual basis, on a date to be determined, the Room Attendants shall, in order of their seniority, select their preferred housekeeping section. The room makeup of each section shall remain as is unless a change in section layout is agreed upon by majority vote of Room Attendants.

Signed this 2nd day of September, 2021.

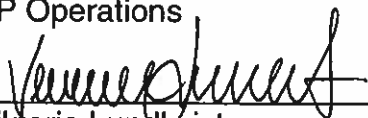
On behalf of the Employer:
Hilton Whistler Resort & Spa



Christopher Vick
General Manager



Salim Mukadam
VP Operations



Viktoria Lundkvist
HR and Benefits Manager




Chris Boland
Executive Housekeeper

On behalf of the Union:
Unifor Local 3000




Balihar Uppal
Bargaining Committee



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Local 3000 Service Rep



Gavin Davies
Unifor National Representative