

# COLLECTIVE AGREEMENT

Between:



**Radison Hotel Vancouver Airport**

(Hereinafter referred to as the Employer)

And:



**UNIFOR**

**Local3000**

**Unifor Local 3000**

(Hereinafter referred to as the Union)

**June 1, 2025 to May 31, 2028**

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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 21 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.

## **ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT**

### **2.01 Duration**

- (a) This Agreement shall be for the period from and including June 1, 2025 to and including May 31, 2028.  
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.

issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the Parties.

- (b) For purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized Bargaining Agent in (a) above.

### **3.02 Refusal to Work with Non-Union Employees and Recognition of Legal Picket Lines**

- (a) Refusal on the part of Union Members to work with non-union employees, pertaining to the Bargaining Unit, shall not be deemed to be a breach of this Agreement. In the event that any employee or group of employees intends to exercise this right, the Employer must first be served with written notice in advance of the exercise of the right. The written notice must be provided by the Union office.
- (b) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this Article, a "legal picket line" shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code of British Columbia.
- (c) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

### **3.03 Performance of Bargaining Unit Work**

No person whose regular job is not in the Bargaining Unit will work on any job for which rates are established by this Agreement, except for the purposes of instruction, experimentation, or Management training, in which case trainees shall not displace or replace any employee in the aforesaid classifications except in cases of emergency when regular employees are not available.

### **3.04 Harassment and Discrimination**

- (a) All employees have the right to work in an environment free from harassment, including sexual harassment, and discrimination.
- (b) "Harassment" means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an employee's work performance or creating a hostile or offensive work environment.

"Sexual Harassment" includes any of the conduct described above which is of a sexual nature or which is directed at an employee on the basis of the employee's gender.

"Discrimination" means any conduct which is prohibited under the B.C. Human Rights Act and regulations and amendments made thereto, and shall include discrimination on the basis of any employee's age, marital status,

- (d) The investigation 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.

### **3.08 Nature of Communications**

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

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 Employer 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.

### **3.09 Bulletin Boards**

The Union will have the exclusive use of one (1) latched bulletin board provided by the Employer, which will be located in the lunchroom. This bulletin board will be used by the Union for the purpose of posting official Union notices concerning internal and administrative matters of the Union which may be of interest to Members of the Bargaining Unit. All notices on the Union bulletin board will only be posted upon the authority of the Executive Committee of the Union.

### **3.10 Unit Meetings**

The Employer will provide a meeting room to the Union, if one is available, at no cost, twice a year, for the purpose of the Union conducting meetings with the hotel's Bargaining Unit employees.

## **ARTICLE 4 - UNION SECURITY**

### **4.01 Membership**

All employees who are now Members of the Union or who may become Members shall remain Members in good standing as a condition of employment.

### **4.02 New Employees**

- (a) 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.
- (b) All employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.
- (c) The Union is entitled to determine the eligibility of newly hired employees for admission into membership in the Union according to the Union's

- (g) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either Party may then refer the issue directly to arbitration.
- (h) The Employer agrees to show on each employee's T4 Slip the amount of union dues deducted.

#### **4.05 An Employee's Failure to Maintain Membership in Good Standing**

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

- (a) is not a member of the Union;
- (b) has not signed a written assignment of wages to pay initiation fees;
- (c) has revoked their written assignment of wages to pay initiation fees, union dues or union assessments;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (f) has resigned from the Union;

the Employer shall immediately discontinue the employment of such employee.

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 Clause.

### **ARTICLE 5 - UNION STEWARDS**

#### **5.01 Shop Stewards**

- (a) The Union shall appoint from among the employees and the Employer shall recognize Shop Stewards and a Chief Shop Steward. The duties of the Shop Steward and Chief Shop Steward 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.

It is understood that when dealing with the Employer each grievance shall ordinarily be handled by one (1) Shop Steward regardless of the number of Shop Stewards in the workplace.

- (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 their responsibilities as an employee. During their working hours, the Shop Steward is not

- 6.04 Such management rights shall be exercised in a manner which shall not be inconsistent with the terms of the Agreement.

#### **ARTICLE 7 - PROBATIONARY PERIOD**

- 7.01 (a) All new employees first sixty (60) work shifts with the Hotel shall be the employee's probationary period to a maximum of four (4) months.
- (b) The probationary period and rate may be extended by mutual agreement of the Parties.
- (c) If there is more than one (1) probationary employee in a classification, the majority of hours on a weekly basis shall be assigned based on the date of hire.

#### **7.02 Starting Rate**

The starting rate for all newly hired employees shall be:

- (a) For the first six (6) months of employment, twenty-five percent (25%) less than the applicable classification wage rate contained in Schedule A.
- (b) For the following three (3) months of employment, twelve and one-half percent (12½%) less than the applicable classification wage rate contained in Schedule A.
- (c) The starting rate shall not apply to cooks, tradesmen, or other specialized categories of employees by agreement of the Parties.

#### **ARTICLE 8 - EMPLOYEE TRAINING PROGRAMMES**

- 8.01 It is agreed that in the event the Employer institutes a training programme the Employer must first receive permission from the Union in each and every instance. This programme shall not exceed thirty (30) days. Failure on the part of the Employer to receive such permission from the Union there shall be no training Programme. The established hourly rate for such training programme shall be ten percent (10%) less than the established wage rate for each classification contained within this Agreement.

#### **ARTICLE 9 - HOURS OF WORK**

#### **9.01 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 (1) day
- (ii) not more than five (5) working days in any seven (7) day period;
- (iii) not more than forty (40) hours in any five (5) working day period.

The Employer must offer and assign all available forty (40) hour shifts to the employees with the most seniority before implementing shifts of lesser hours.

If a more senior employee declines the forty (40) hour shift in favour of an available shorter shift, then the (40) hour shift shall again be reassigned on a seniority basis.

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.

- (b) 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 Employer's authorization, and there shall be no grievances filed as a result of an authorized and agreed to shift exchange.
- (c) Within departments and classifications, the choice of shifts of equal lengths must be offered by seniority whenever possible.

#### **9.06 Days Off**

Days off in each seven (7) consecutive days subject to 10.01(a) will be as follows:

- (a) All service employees shall receive two (2) days off consecutively unless they request otherwise. All requests shall be made in writing to the Employer; and
- (b) All other employees shall receive two (2) days off in each seven (7) days, but the days off need not be consecutive.

#### **9.07 Time Worked on Sixth and Seventh Consecutive Days**

Double time shall be paid for all work performed on an employee's sixth (6th) and seventh (7th) consecutive days of employment.

#### **9.08 Payment for Time in Lieu of Breaks**

Employees who cannot get rest periods or meal breaks shall be paid five and one-half (5½) hours worked - six (6) hours pay; six (6) hours worked - six and one-half (6½) hours pay; seven and one-half (7½) hours worked - eight (8) hours pay; eight (8) hours worked - eight and one-half (8½) hours pay. There shall be no deliberate bankrolling of purported violations of this Clause by any employee.

#### **9.09 Unpaid Meal Breaks**

Unless mutually agreed, 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 (½) hour nor more than one (1) hour on the employees own time.

- (e) An Employer will provide the Chief Steward with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated.
- (f) Staff sign-in/sign-out sheets for all departments will be posted and available for all to see for a minimum of two (2) weeks.

### **9.13 Changes in Work Schedules**

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours' notice of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours, but not 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 at the earliest possible time, or to have someone else notify the Employer on their behalf, to allow the Employer time to cover the absence.
- (d) Employees whose schedules are changed without the advance notice specified cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first (1st) shift of the new schedule.
- (e) In situations where an employee has not been provided with notice of a change in their work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:
  - (i) where the employee does or does not commence work, four (4) hours work and/or pay unless their work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case, the employee will receive two (2) hours pay.
- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 18.04 will receive notice required in Article 9.13(b) and (c).

## **ARTICLE 10 - SENIORITY**

### **10.01 Seniority Entitlement Defined**

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

- (e) 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 and telephone numbers.

#### **10.04 Accrual of Seniority**

Seniority will be accrued based on hours worked which shall include:

- (a) Time lost as a result of illness or injury;
- (b) Maternity and parental leave in accordance with Employment Standards Act;
- (c) Jury Duty;
- (d) Leaves of absence up to a period of three (3) months;
- (e) Paid vacation days, paid statutory holidays.

#### **10.05 Seniority Retained but Not Accrued**

Seniority will be retained but not accrued during any period of absence not directly paid for by the Employer except as noted in 10.04 above.

#### **10.06 Seniority Lost**

Seniority will be lost when an employee:

- (i) receives severance pay in accordance with this Agreement under Article 18.09;
- (ii) voluntarily terminates their employment;
- (iii) is discharged for just and reasonable cause;
- (iv) is on layoff more than nine (9) consecutive months;
- (v) does not return to work on the date specified following an approved leave of absence other than medical;
- (vi) Should there be a layoff of an employee as a result of renovations, the recall period shall be extended by the length of the closure due to renovations.

### **ARTICLE 11 - JOB POSTING, TRANSFERS, LAYOFF, AND RECALL**

#### **11.01 Job Posting**

- (a) Job postings, including temporary vacancies of sixty (60) calendar days and more, for positions within the Bargaining Unit shall be posted for not less than seven (7) and to a maximum of fifteen (15) calendar days. The Chief Steward and the Union shall receive copies of all job postings.
- (b) All applications on posted jobs shall be in writing.
- (c) Job Posting Details

The posting shall contain the following information:

- (b) Transfers from one Department to another cannot take place unless there is a vacancy or a new position has been created, and no employee will be laid off because of such transfer.

### **11.03 Demotions and Seniority**

When layoffs occur within any Department, the last employee hired shall be the first employee to be laid off, based on seniority within the particular classification, it being understood that:

- (a) employees in a higher classification may be demoted to a lower classification and
- (b) an employee who has been promoted from one classification to another and subsequently demoted to the lower classification shall within that lower classification have seniority according to length of service in the Department and shall, if a layoff occurs, be laid off accordingly and shall be recalled in inverse order to that in which they were laid off.

### **11.04 Layoff and Recall Procedure**

- (a) When layoff occurs within a Department, the employee with the least seniority within the particular classification shall be the first laid off.
- (b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.
- (c) In the event of a layoff, the order of layoff within the affected classification and Department shall be as follows:  
probationary employees, then employees with the least seniority.
- (d) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number 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.
- (e) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact) or verifiable electronic communication. Any employee failing to report for duty within seven (7) days from the time of such notification, shall be considered to have resigned without notice.

## **ARTICLE 12 - ADMINISTRATION**

### **12.01 Wage Rates**

The minimum wage rates provided in the attached applicable appendix shall cover the job description and classifications of labour within the jurisdiction of the Union and shall remain in effect throughout the specified or extended term of this Agreement.

- (d) Duties of Room Attendant workload and content where a Room Attendant presents a grievance to the Union on any matter pertaining to work load or content, the Employer will meet with the Union to review and finalize the grievance setting out work load and content.
- (e) Room attendants are paid by the hour.

**12.07 Payroll and Time Entry Errors**

- (a) In the event that the Employer makes a payroll error which results in a shortage in the employee's pay cheque, the Employer will endeavour to issue a separate cheque to correct the error within forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays) of becoming aware of the error.
- (b) In the event that the employee makes the time entry error which results in a shortage in the employee's pay cheque, the error shall be corrected on the next regular pay day following the date on which the Employer becomes aware of the error.

**ARTICLE 13 - STATUTORY HOLIDAYS**

**13.01 Statutory Holidays**

The following shall be considered statutory holidays:

New Year's Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day
B.C. Day	Christmas Day
Family Day	Boxing Day

And all other holidays which may hereafter be required to be observed under the Statutes of Canada and/or the Province of British Columbia.

**13.02 Payment for Statutory Holiday**

- (a) Employees who are eligible for statutory holiday pay will receive a normal day's pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For purposes of this Article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal day's pay for New Year's Day, Christmas Day, and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.

<b>Completed Years of Service</b>	<b>Annual Vacation Time</b>	<b>Annual Vacation Pay</b>
3 years but less than 7 years	3 weeks	6%
7 years but less than 18 years	4 weeks	8%
18 years or more	5 weeks	10%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment subject to 11.01 (b) and 14.05 of this Agreement.
- (c) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.
- (d) "Gross earning" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

**14.03 Vacation Scheduling Preference by Seniority**

- (a) Employees shall have preference in respect to annual vacations, within their Department and classification, according to the seniority list, provided they file applications before February 28th of each year for vacations to be taken during that year.
- (b) Once a vacation request has been submitted, the Employer shall respond in writing within fourteen (14) days whether or not the request has been approved.
- (c) Employees requesting vacation at any time after February 28th of each year shall have a response on the vacation request form within fourteen (14) days whether or not the request has been approved.

**14.04 Vacations to be Taken by December 31<sup>st</sup>**

- (a) All vacations shall be taken at a time to be mutually agreed upon by the Employer and the employee on or before the thirty-first (31st) day of December in each and every year.
- (b) Employees may request that their vacations be banked to be taken during the following calendar year. Such requests shall not be unreasonably denied.

**ARTICLE 15 - HEALTH AND WELFARE/PENSION PLAN**

**15.01** The Employer's Health Care Plan will be in force during the term of this Collective Agreement. The following benefits shall be provided, M.S.P., Life Insurance, Accidental Death and Dismemberment Insurance, Short Term Disability, extended health benefits and dental benefits. A complete description shall be provided in the plan booklet.

- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

#### **17.02 Leave of Absence: Union Conventions and Educational Programs**

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as Delegate to attend Union conventions or as a member of a Negotiating Committee. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time, to attend bona fide Shop Steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves of absence from any one (1) Department.

#### **17.03 Court Attendance**

Any employee covered by this Agreement who may be required to attend any commission, court or hearing, to give evidence in any case, civil or criminal respecting the Hotel in which they are employed, shall be compensated at the same hourly rate as called for in this Agreement, with a minimum of four (4) hours pay.

#### **17.04 Bereavement Leave**

- (a) A non-probationary employee will be granted three (3) days off without loss of pay in the event of the death of a member of their immediate family.
- (b) "Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse/partner, current father-in-law, current mother-in-law, current brother-in-law, current sister-in-law, grandchildren and grandparents, step-parents, step-children, and same sex partners and their children as long as they live with the employee as a member of the employee's family.
- (c) For purposes of this Article, "spouse/partner" shall be defined to include common-law spouse/partner with whom the employee has cohabited for a minimum of one (1) year.

purpose and intent shall continue in full force and effect unless cancelled or terminated in accordance with the terms of this Article.

- (b) Any working condition which was implemented by the Employer on a conditional basis can be terminated when the terms of the condition have been exhausted or fulfilled, or the condition has been withdrawn.
- (c) Any other working condition which was granted by the Employer but which is not specifically provided for in this Agreement may be cancelled by the Employer by:
  - (i) serving the Union with written notice within thirty (30) days of the ratification of this Agreement, or
  - (ii) serving the Union with written notice of cancellation effective on the last day of each year of this Collective Agreement.

### **18.02 Cafeteria, Kitchen, and Dining Lounge Meal Entitlement**

A wholesome meal shall be supplied by the Employer with no deduction from the employee's wages on the following basis:

All shifts in excess of five (5) hours worked shall receive one (1) meal per day.

### **18.03 Employee Attendance at Staff Meetings**

- (a) Where an employee is directed by the Employer to attend a staff meeting during their regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
- (b) An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in a day, or more than forty (40) hours in a week.
- (c) Where the attendance of an employee at a staff meeting is voluntary, in response to an invitation and not a direction of the Employer, the Employer is not obligated to compensate the employee for the time spent in such attendance.
- (d) Where an employee is directed by the Employer to attend a staff meeting during their regular days off, the employee shall be compensated at their regular hourly rate for the time spent in such meeting.

### **18.04 Employees Returning to Work after Illness or Injury**

- (a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the WorkSafeBC benefits, the employee is entitled to reinstatement in their former position within twenty-four (24) hours, with all rights and conditions which they formerly enjoyed, according to the terms of the Agreement which is in effect at the time of their return, subject to the further conditions which follow.

of severance pay commences a new starting date from date of each sale. No duplication or pyramiding of payments is intended.

#### **18.09 Limitation on Employee Entitlements**

Employees who are not actively employed are only entitled to continue to receive such rights, entitlements, benefits, as are specifically given to them by the express terms and conditions of this Agreement, or by applicable legislation.

#### **18.10 Technological Change**

- (a) Should the introduction of a technological change lead to the layoff of employees in the Bargaining Unit, the Employer must do the following:
  - (i) Provide at least sixty (60) days' notice to the Union and employees affected;
  - (ii) Consult with the Union prior to the change taking place.
- (b) It is also agreed that "regular" layoffs that take place in the normal course of business and seasonal fluctuations would not fall under the term of this Article.

This Article does not exempt the Employer from any obligations it may have under Section 54 of the Labour Code.

- (c) This Article does not exempt the Employer from any obligations it may have under Section 54 of the Labour Code.

#### **18.11 Organizational Change**

- (a) Should the introduction of a significant organizational change lead to a layoff of employees, the Employer must perform the following:
  - (i) Provide at least sixty (60) days' notice to the Union and employees affected;
  - (ii) Consult with the Union prior to the change taking place.
- (b) It is also agreed that "regular" layoffs that take place in the normal course of business and seasonal fluctuations would not fall under the term of this Article.
- (c) This Article does not exempt the Employer from any obligations it may have under Section 54 of the Labour Code.

### **ARTICLE 19 - HEALTH AND SAFETY**

#### **19.01 Health and Safety Standard**

- (a) The Employer agrees to institute and maintain all necessary 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. All standards established

- (d) No complainant shall suffer loss of wages or benefits while the matter is pending resolution;
- (e) This Article does not limit Management's ability to discipline employees.

#### **19.07 Health and Safety Training**

The Company agrees to pay for one (1) day lost time for the Union Health and Safety Committee to attend annually the Unifor sponsored Health and Safety training course which is WorkSafeBC approved.

### **ARTICLE 20 - EMPLOYEE CONDUCT AND DRESS**

#### **20.01 Control of Absenteeism**

Recognizing that the absenteeism by employees creates staffing and scheduling problems, disruption in the work place to the detriment of other employees and increased cost to the detriment of all Parties, the Employer is entitled to use any or all of the following measures in the control of absenteeism.

- (i) the Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work.
- (ii) every employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer, or to have someone else notify the Employer on their behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances, and in the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.
- (iii) where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfillment of the employment relationship with the Employer, the Employer may terminate the services of the employees.
- (iv) in relation to any provision in this Collective Agreement where an Employer is entitled to require medical evidence of an employee's ability to return to work or to continue to work, the Employer may require that the employee be examined by and present a medical certificate from a physician selected by the Trustees of the Health and Welfare Plan. In the event that an Employer requires an employee to submit to such an examination, any resulting charge by the doctor which is not paid by the employee's medical insurance plan will be paid by the Employer.

#### **20.02 Authority Re: Cheques, Credit Cards, and Credit Accounts**

When an employee is authorized to cash cheques, honour credit cards or credit accounts, they will not be held responsible for any losses provided they have followed Management's instructions, but where an employee assumes

- (b) During the probation period specified in this Agreement, an employee may be discharged if they are unsuitable for status as a regular employee. Reasons for the discharge shall be provided to the employee in writing within five (5) days.
- (c) In the event that an employee other than probationary is discharged for just and reasonable cause the Chief Steward shall be notified in writing within five (5) days and provided with the reasons for the discharge.
- (d) Where no Chief Steward is recognized the Shop Steward will receive this information.
- (e) The Employer shall copy the Chief Steward in writing within five (5) days, on any formal discipline letters issued to an employee.

### **21.02 Disciplinary Warnings**

Any verbal or written warning that has been placed on the file of an employee will be removed from their file as soon as the employee has been employed for a further continuous period of twelve (12) months without incurring an additional disciplinary penalty.

### **21.03 Access to Personnel File**

The Employer agrees that upon a written request, an employee shall within ten (10) days of such notice be allowed to review their personnel file once per year. Unless otherwise agreed to by the Employer, an employee must do this during their break or before or after work. At no time shall an employee remove from their personnel file, any document contained therein. However, an employee may copy any such documents.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

### **22.01 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 a grievance.

### **22.02 Informal Step**

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom the employee reports. At the employee's option, the employee may be accompanied by the Shop Steward for the Department in which the employee works. Where no Department Steward exists, the Employee may choose to be accompanied by the Hotel Chief Steward.

## **22.08 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 Chief 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.

## **22.09 Single Arbitrator**

- (a) Seven (7) full days (excluding Sundays and Holidays) shall be allowed for the setting up of a single Arbitrator.
- (b) The Parties will select an impartial Arbitrator. In the event the representatives or the Parties are unable to agree on an Arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be asked to appoint one.

## **22.10 Arbitration Hearing and Award**

- (a) As soon as the Arbitrator has been appointed, the Arbitrator will be encouraged to commence the hearing within five (5) 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 meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the Arbitrator.
- (c) The Parties recognize that they are bound by a decision of the Arbitrator.

## **22.11 Authority of the Arbitrator**

The Parties to the Arbitration recognize that the authority of the Arbitrator is set out in Section 89 of the Labour Relations Code of British Columbia.

## **22.12 Cost Sharing**

Each Party to the Arbitration will be responsible for its own costs and will share equally, the cost associated with the Arbitrator.

## **22.13 Optional Grievance Investigation Procedure**

The Parties have agreed to initiate an Optional Grievance Investigation Procedure for the specified term of the Agreement, in accordance with the following:

- (a) Purpose and Scope

- (ii) The Party wishing to use the investigation procedure shall notify the other Party of the decision, within five (5) working days of the receipt of the reply at the last Step of the Grievance Procedure. Such notification must be in writing.
- (iii) The Party receiving notification may refuse to accept the Investigator Procedure, in which case, the arbitration provisions of this Agreement are then available and the time limit contained in that Article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given, and such refusal must be submitted within five (5) working days.

#### **22.14 Binding Recommendations**

While the grievance investigation process is intended to yield only non-binding recommendations, the Parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the appointment of the Investigator or Officer.

#### **22.15 Fast Track Med/Arb Process**

- (a) Recognizing that there are times when an expedited arbitration may be desirable, the Parties agree that the following process may be used as a substitute for the formal Grievance Procedure outlined in Article 22 of the Collective Agreement.
  - (1) The process can only be used by mutual agreement between the Parties who are signatory to this Collective Agreement. (Unifor and H.I.R.)
  - (2) The outcome will be binding on both Parties.
  - (3) Each Party to the arbitration will be responsible for its own costs and will share equally, the cost associated with the Arbitrator.
  - (4) The procedure cannot be used should an application for a Settlement Officer, under Section 87 of the Labour Relations Code, have been made by either Party.
  - (5) No legal counsel will be used by either Party. The Union will use Elected Officers or Union Representatives. H.I.R. will use employees of their Industrial Relations Office.
  - (6) The number of cases to be heard at any given time will not exceed three (3).
  - (7) The Parties or their Representatives will try to get an Agreed Statement of Facts for presentation to the Arbitrator.
  - (8) Wherever possible, the Arbitrator will attempt to mediate a settlement between the Parties.

## **ARTICLE 23 - DEFINITIONS**

### **23.01 Objective Interpretation**

Where a specific definition of a word, expression, term or a phrase, is not expressly provided in this Agreement, such word, expression, term or phrase shall be interpreted objectively, not subjectively; and according to common and normal grammatical usage.

### **23.02 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.

### **23.03 Specific Definitions**

The following definitions of words, expressions, terms or phrases have been agreed to by the Parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular Article:

(a) Department:

- Front Office
- Housekeeping
- Maintenance
- Banquet
- Kitchen
- Restaurant

(b) Bank Rolling:

Is defined as accumulating penalty time beyond the pay period immediately following the period in which the violation occurred.

(c) Service Bartender:

A Service Bartender is defined as a bartender who does not receive a direct monetary consideration from a customer.

## **ARTICLE 24 - PAID EDUCATION LEAVE**

**24.01** The Company agrees to pay two hundred and fifty dollars (\$250.00) per year to the Unifor Paid Education Leave Fund.

## **ARTICLE 25 - PRINTING OF THE COLLECTIVE AGREEMENT**

**25.01** The Company agrees to pay two hundred and fifty dollars (\$250.00) for the cost of printing the Collective Agreement.

## LETTER OF UNDERSTANDING #1

Between:

**Radisson Hotel Vancouver Airport**

And:

**Unifor Local 3000**

**Re: Economic Viability**

Should it be determined that a Department of the Hotel is not economically viable and must be closed, the following procedure shall be used to attempt to avoid closure.

- (a) Notice of the problem will be submitted to the Union no later than sixty (60) days prior to the contemplated closure.
- (b) Within ten (10) days of receipt of the notice, the Union and the Employer will meet to discuss alternate solutions to closure.
- (c) Should agreement on an alternate solution not be reached, the Union may employ a Chartered Accountant to substantiate that the Department is not an economically viable operation. The Accountant will also make a recommendation on a temporary alternate wage rate.
- (d) The acceptance of the recommendation may be the subject of negotiation between the Parties. It is understood that the recommendation or result of the negotiation is subject only to the approval of the membership of the Union.
- (e) Should the Union membership reject the proposal, the Hotel may proceed with the closure.
- (f) Should the Department remain closed for a period of four and one-half (4½) months or greater, such Department may be reopened under the following conditions:
  - (i) Employees laid off shall be given the opportunity for recall.
  - (ii) The terms and conditions of the Collective Agreement currently in force will apply to all employees in the Department except as outlined below.
  - (iii) The temporary wage rates for the Department will be those recommended by the Accountant, or those if established by negotiation.

Renewed this 16th day of November, 2025.

### **LETTER OF UNDERSTANDING #3**

Between:

**Radisson Hotel Vancouver Airport**

And:

**Unifor Local 3000**

**Re: Optional Hours of Work on Sixth Day**

Notwithstanding the provisions of Articles 9.01 and 9.07, 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 for the duration of the Collective Agreement. 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 at straight time. Such an employee may decline the additional hours without affecting their rights under this Agreement. All sixth (6th) shifts must be offered in order of seniority.

Renewed this 16th day of November, 2025.

In the event the Union is filing a grievance on behalf of more than one (1) employee, the grievance shall be filed as a group/policy grievance as per the grievance procedure.

- (c) Housekeeping gratuities left in a guest room will be the sole property of the Room Attendant.
- (d) All portage fees received by the Employer will be distributed ninety percent (90%) to the bell persons and ten percent (10%) to the Housekeeping Department, equally based on hours worked. The Housekeeping Department will receive their gratuities annually as per current practice. For the Bellman, vacation hours will be credited for gratuity pool when calculating portage.
- (e) Gratuity Charge Complimentary Meals: The Employer shall maintain the current gratuity charge on all complimentary meals, vouchers and coupons.

Renewed this 16th day of November, 2025.

## LETTER OF UNDERSTANDING #6

Between:

**Radisson Hotel Vancouver Airport**

And:

**Unifor Local 3000**

**Re: Banquet Department**

The Employer shall designate employees willing and qualified, subject to their shift assignment pursuant to Article 9.05, to be a Lead Server from the Banquet Department employees. The Lead Server position is also a Working Server position.

Where the Employer determines there is a need for a Lead Server and a Banquet Bartender for a cash bar, the positions will be filled by different employees whenever possible.

When the Employer assigns an employee to work as Lead Server, there shall be a premium of one dollar and fifty cents (\$1.50) per hour. The principles of seniority and availability will be followed when assigning work as a Lead Server.

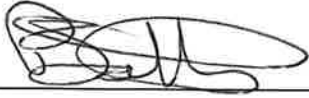
The Employer shall maintain a list of Servers who want to work as Lead Servers. It is the responsibility of employees in the Banquet Department to advise their Supervisor in writing if they want to be on or removed from the list.

Renewed this 16th day of November, 2025.

**SIGNATURE PAGE**

Signed this 16th day of November, 2025.

For the Company  
**Radisson Hotel Vancouver Airport**



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Paul Gallop  
General Manager



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Anita Dha  
Food and Beverage Manager

For the Union  
**Unifor Local 3000**

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Rowena Peligro  
Bargaining Committee Member

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Rose Lajom  
Bargaining Committee Member

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Ana Carolina Tabet  
Bargaining Committee Member

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*Ellen-Marie Moreira*  
Ellen-Marie Moreira  
Vice-President, Unifor Local 3000

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Jennifer Moreau  
Unifor National Representative

JM/kb-cope343