

COLLECTIVE AGREEMENT



**EXECUTIVE**  
HOTELS & RESORTS

and

**SERVICE, HEALTH, AND ALLIED WORKERS' UNION  
LOCAL 501 (C.L.A.C.)**

**AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF CANADA**

13683 (02)

# Our Commitment TO THE Workplace

*CLAC and its affiliated locals value our members' trust and pledge to serve them and promote their economic and social interests. We do so, guided by Christian principles about human relations and activities and commit to:*

## Integrity

- Deal fairly and honestly with all people
- Earn the trust of workers and their employers
- Honour our commitments and obey the law

## Partnership

- Recognize the goals and interests, both shared and different, of labour and management
- Pursue the good of others and expect the same treatment from them
- Facilitate a workplace where labour and management can be compatible partners

## Fairness

- Treat all persons with respect and honour their dignity
- Advocate for and enforce workers' rights in labour law and under collective agreements
- Insist on all fair distribution of the wealth created by work

## Respect

- Strive to balance individual and collective interests in our representation
- Listen to and respect legitimate differences of opinion
- Honour the right of workers to freely choose union membership

## Community

- Work to reduce and resolve conflict between people
- Promote a balance between work, family, and other social responsibilities
- Increase public recognition of workers' contributions of society

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**EXECUTIVE HOTELS AND  
RESORTS**

**AND**

**SERVICE, HEALTH AND ALLIED  
WORKERS' UNION LOCAL 501,  
AFFILIATED WITH THE CHRISTIAN  
LABOUR ASSOCIATION OF CANADA  
(C.L.A.C.)**

**June 16, 2010 to June 15, 2014**

## INDEX

<u>Topic</u>	<u>Article</u>
Accidents .....	19
Arbitration .....	22
Classifications and Rates of Pay .....	Schedule “A” and 7
Cheques, Credit Cards and Credit Accounts.....	24
Discharge, Suspension, and Warning.....	23
Duration .....	31
Education, Training and Publication.....	30
Employment Policy and Union Membership.....	5
General.....	28
Grievance Procedure .....	21
Harassment .....	5
Hours of Work and Overtime.....	8
Insurance and Benefits .....	Schedules “B”, “C” and 14
Job Postings/Transfers.....	12
Jury Duty .....	13
Layoff and Recall .....	11
Leaves of Absence.....	16
Legislation Compliance.....	18
Pension Plan .....	15
Purpose .....	1
Recognition.....	2
Right to Sub-contract Work .....	26
Safety and Health .....	17
Seniority.....	11
Statutory Holidays .....	10
Strikes or Lockouts.....	4
Technological Change.....	25
Types of Employees .....	27
Uniforms .....	29
Union Dues.....	6
Union-Management Committee.....	20
Union Representation .....	3
Vacations .....	9

## **COLLECTIVE AGREEMENT**

### **BETWEEN:**

**SANOOR INVESTMENTS LTD. and DELBROOK  
MANAGEMENT LTD. and SOSAL TRUST in  
EXECUTIVE HOTELS GENERAL PARTNERSHIP  
d.b.a. EXECUTIVE HOTEL & CONFERENCE  
CENTRE.**

**F. S. PROPERTY INC. d.b.a. EXECUTIVE PLAZA  
HOTEL & CONFERENCE CENTRE.**

**SANOOR INVESTMENTS LTD. and ALL STARS  
MOTORS LTD. in partnership d.b.a. EXECUTIVE  
AIRPORT PLAZA HOTEL & CONFERENCE  
CENTRE.**

**SANOOR INVESTMENTS LTD. and DELBROOK  
MANAGEMENT LTD. and SOSAL TRUST in  
EXECUTIVE HOTELS GENERAL PARTNERSHIP  
d.b.a. EXECUTIVE HOTEL VINTAGE PARK.  
(hereinafter referred to as "the Employer")**

### **AND:**

**SERVICE, HEALTH AND ALLIED WORKERS'  
UNION LOCAL 501, AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF CANADA  
(C.L.A.C.)  
(hereinafter referred to as "the Union")**

## **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
  - d) establish a just and prompt procedure for the disposition of grievances;
  - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual wellbeing.
- 1.02 Should any provision of the collective agreement be rendered null and void or be materially altered by future legislation, the remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes Service, Health and Allied Workers' Union Local 501, affiliated with the Christian Labour Association of Canada (C.L.A.C.) as the sole bargaining agent of all

employees in the bargaining unit as defined in Article 2.02 and as classified in Schedule “A”.

- 2.02 a) This Agreement covers all employees of the Employer at :
- Executive Hotel & Conference Centre, 4201 Lougheed Highway, Burnaby, B.C. V5C 3Y6.
  - Executive Plaza Hotel & Conference Centre, 405 North Road, Coquitlam, B.C. V3K 3V9.
  - Executive Hotel Vintage Park, 1379 Howe Street, Vancouver, B.C. V6Z 2R5.
  - Executive Airport Plaza Hotel and Conference Centre, 7211 Westminster Hwy., Richmond, BC V6X 1A3
- b) The Employer and Union recognize that, for the purpose of overtime, transfer, seniority, layoffs and hiring, each location shall be administered separately and each location shall keep separate records and function independently.
- 2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement in writing of the parties.
- 2.04 The Employer agrees that the Service, Health and Allied Workers’ Union Local 501, affiliated with the Christian Labour Association of Canada (C.L.A.C.), and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto. Union representatives shall notify the Employer when entering the premises.
- 2.05 The Union acknowledges that it is the function of the Employer:

- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;
- b) to maintain order, discipline, and efficiency;
- c) to hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he/she has been disciplined or discharged without just cause will be subject to the Grievance Procedure.

2.06 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 thereof, is void and of no effect.

b) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

2.07 Non-bargaining unit employees shall not perform bargaining unit work if such should reduce normal scheduled hours of work of existing employees.



2.08 The Employer shall not sub-contract out bargaining unit work except as outlined in Article 26.01.

### **ARTICLE 3 - UNION REPRESENTATION**

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union has the right to elect or appoint four (4) stewards at each location. The stewards are representatives of the employees in matters pertaining to this Agreement, including the processing of grievances.
- b) Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.

3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 Stewards and other Union officers will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably, but where such meetings exceed ten (10) minutes they shall be scheduled, whenever possible, during rest and meal periods or outside working hours.

Disciplined employees instructed to leave the premises shall be permitted to meet with a Steward prior to leaving the premises.

3.04 The Union has the right to appoint or elect members to a Negotiating Committee.

- 3.05 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative may attend such meetings.
- 3.06 There shall be no union activity on Employer's time except as provided for in this article, or unless otherwise authorized by management.

#### **ARTICLE 4 – STRIKES OR LOCKOUTS**

- 4.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members.
- 4.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce workforce when this is not warranted by the workload. The above clauses are based on Sections 57.1 and 57.2 of the BC Labour Relations Code.

#### **ARTICLE 5 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 5.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will invite the Union to supply a list of available members who will be given due consideration for employment.

- 5.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are employees on lay-off available who are qualified to do the work.
- 5.03 New employees will be hired on a three-(3) month, and a minimum of three hundred eighty (380) hours, probationary period. Their seniority shall commence on the date of completion of the three (3) months and the minimum of three hundred eighty (380) hours. The Employer shall notify the Union in writing of the name, address, and classification of any new employee at the time such employee commences employment. Seniority of full time employees shall be calculated from the date the probationary period was completed. Seniority of part time and casual employees shall be based on the accumulated hours worked since the completion of the probationary period. When a part time or casual employee moves to full time, the seniority date shall be calculated on the basis that one (1) month equals one hundred forty (140) hours worked.
- 5.04 The Employer shall provide the Union with necessary information regarding job postings and awards, terminations, and hirings. The name, social insurance number, address, date of hire and job status of new employees shall be provided to the Union once monthly. A list of employees, showing their names ranked according to seniority, job status, and rate, shall be forwarded to the Union quarterly (January, April, July and October). It is the responsibility of each employee to notify the Employer in writing of any and all necessary status, address, and phone number changes.
- 5.05 Employees on probation are covered by the Agreement, except those provisions which specifically exclude such employees.
- 5.06 Neither the Employer nor the Union will compel employees to join the Union, nor discriminate against any employee because of

union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, the Employer will refer any new employee to a Steward or Union Representative in order to give such Steward or Union Representative an opportunity to describe the Union's purpose and representation policies.

5.07 Full-time employees are those who are posted into a full-time position. The Union and Employer shall negotiate for each classification for each department, the number of full-time positions. The number of full-time positions in each department at each hotel will be reviewed (not negotiated) jointly with the Executive Hotels and Resorts and the Union at the end of each calendar year.

Any new position to be added shall be posted in accordance with Article 12.

Any employee who has worked a minimum of one thousand eight hundred and seventy-two (1872) hours in the previous calendar year shall be eligible to apply for a full-time position.

The following criteria will be used to determine the successful applicants:

- Seniority
- Ability to perform the work.

Successful candidates shall remain classified as full time employees for the duration of the year. In the event of a business slowdown and the need for a reduction of full time position, any full time employee who loses his/her position shall revert to part time, and be advised in writing. Part time employees are all other employees, except casual and temporary employees, as defined in Article 27.

5.08 Harassment

Neither the Employer nor the Union will tolerate physical or sexual harassment in the workplace. The Employer shall train employees and post their policy of physical and sexual harassment. Complaints will be thoroughly investigated.

Alleged failure by any party to deal with a physical or sexual harassment complaint may be the subject of a grievance pursuant to this Agreement. Such harassment complaint should be submitted in writing to the Employer within ten (10) days of the occurrence. Following investigation of any complaint, the Employer will provide a copy of the report to the Union.

5.09 Neither the Employer nor the Union will discriminate against an employee with respect to employment or any term or condition of employment because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, sex, sexual orientation or age or otherwise protected by the Human Rights Code of BC.

5.10 Employees reporting any incident or harassment are guaranteed protection from reprisal due to filing such a complaint.

**ARTICLE 6 – UNION DUES**

6.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

6.02 a) The Employer is authorized to and will deduct from each employee's pay cheque an amount equal to union dues and where applicable, an amount equal to union dues arrears and union administration dues.

- b) The amount of union dues will be in accordance with the direction of the Union, as determined by the National Convention.
- 6.03 The Union will promptly notify the Employer, in writing over the signature of its designated officer, of the amount of the deduction to be made by the Employer for regular union dues and the Union shall save the Employer harmless for all such deductions.
- 6.04 The total amount deducted will be mailed to the Union's Remittance Processing Centre by the twentieth (20<sup>th</sup>) of the month following the deduction together with an itemized list of the employees for whom the deductions are made and the monthly amount remitted for each.
- 6.05 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union upon request. A list of employees ranked according to classification and showing the employees' rates of pay, shall be forwarded to the Union twice yearly.
- 6.06 Employees who, because of religious or conscientious objections, cannot support the Union may apply to the Union in writing for permission to redirect their dues to a charitable organization of their choice. The Union will treat such requests in accordance with its stated policy and such permission shall not be unreasonably withheld.

## **ARTICLE 7 - CLASSIFICATIONS AND RATES OF PAY**

- 7.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A" attached hereto and made part hereof.

- 7.02 Newly hired employees shall receive wages at seventy five percent (75%) of the posted rate for the first four hundred and fifty (450) hours. The next four hundred and fifty (450) hours will be paid at eighty-seven and one-half percent (87.5%) of the posted rate. Upon completion of nine hundred (900) hours, employees will be at one hundred percent (100%) of the posted rate. The above wage calculation methods apply only to employees starting after March 16, 2011 (date of ratification). At no time shall an employee be paid less than the BC minimum wage.
- 7.03 Additional classifications and their rates not currently listed in Schedule "A" may be established only by mutual agreement between the Employer and the Union during the term of this Agreement.
- 7.04 An employee who reports for work as scheduled in the usual manner but is prevented from starting work due to a cause not within his/her control shall be entitled to a minimum of two (2) hours' pay. All employees who report for work shall, if requested to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.
- 7.05 When an employee from a higher rated classification is requested by the Employer to work temporarily, or until permanently reclassified, at a lower-rated classification, he/she shall be paid at the rate for the higher rated classification. If however the employee requests to work in a classification which is lower rated, then he/she shall be paid at the rate for the lower rated classification.
- 7.06 If an employee is called in after having completed a regular shift, the employee shall be paid a minimum of four (4) hours' pay for such call in. If an employee is required to be in attendance at a

staff meeting called by the Employer, the employee shall be paid at regular hourly rates for all such time.

7.07 The Employer shall have no authority over any gratuities in any department where a client leaves such for the employees, where such is not part of the invoice to the client.

7.08 All employees shall receive payment of wages in the form of a direct deposit to a financial institution of the employee's choice.

## **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

8.01 The work week for full-time employees shall consist of forty (40) straight time hours worked in five (5) eight-(8) hour shifts, Sunday to Saturday, with days off to be consecutive wherever possible. An employee who is required to work a back-to-back shift will be allowed eight (8) hours free from work before the commencement of their next shift.

8.02 All hours worked in excess of eight (8) hours in any one (1) shift shall be paid at one and one half (1½) times the hourly rate, and two (2) times the hourly rate for all hours worked in excess of eleven (11) hours.

8.03 All hours worked in excess of forty (40) hours each week shall be paid at one and one half (1½) times the hourly rate and two (2) times the hourly rate for all hours worked in excess of forty-eight (48) hours, but excluding daily overtime hours.

8.04 a) For the purpose of this Agreement, the week begins Sunday at 00:01 hours and concludes Saturday at 24:00 hours.

b) For the purpose of determining hours of work and over time, each location shall be calculated and paid separately such that



hours worked at separate locations will not be combined for overtime pay or calculation.

- 8.05 Full time employees shall be scheduled for two (2) paid ten-(10) minute rest periods and one (1) unpaid thirty-(30) minute meal period. This is to be scheduled as near as possible to the middle of the shift during each shift worked. Those employees who are unable to take a meal break shall be paid the thirty (30) minutes in addition to the regular shift.
- 8.06 Part time employees shall be scheduled for the following rest and meal periods:
- a) Four (4) hour shift or more: one (1) paid ten-(10) minute rest period.
  - b) Six (6) hour shift or more: one paid ten-(10) minute rest period and one (1) unpaid thirty-(30) minute meal period.
  - c) Seven (7) hour shift or more: two (2) paid ten-(10) minute rest periods and one (1) unpaid thirty-(30) minute meal period.
  - d) There shall be a ten-(10) minute rest period after two (2) hours of overtime.
- 8.07 The Employer will post one-(1) week work schedules (where possible two-[2] week work schedules) in a conspicuous place on the Wednesday prior to the effective week. Posted schedules may only be revised with the consent of the employee concerned.
- 8.08 The parties recognize that there are existing shifts that may be required to be changed in the future. Changes, if required, will not be implemented without discussion with the employees involved. No changes will be made to an employee's schedule

without at least forty-eight (48) hours' notice. If the required notice is not given, the employee shall not be disciplined in any way if he/she is not able to attend at work and misses the shift.

- 8.09 No employee shall be discriminated against or be compelled to work on a day which, on the basis of the employee's religious convictions, he/she is prevented from working. The employee must notify the Employer of such a day prior to the posting of the schedule.
- 8.10 Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.
- 8.11 Employees may exchange workdays and days off provided Management approves such exchange.
- 8.12 The Employer shall make every reasonable effort to call in relief staff from the same classification for any employee who does not report for work after giving proper notice.
- 8.13 Within departments and classifications, the Employer shall offer and assign the longest shifts to employees with the most seniority. Once the full time employees, as defined in this Agreement, have been scheduled their regular full time hours, the balance of hours of work available may be assigned to part time employees.
- 8.14 Senior part time employees shall be assigned work in such a way that they shall have a greater number of hours of work in a week than junior employees unless the senior employee has restricted his/her hours of work. Keeping in mind the business needs of the Employer to maintain an adequate number of part time employees, every effort will be made by management to

maximize the hours of the most senior part time employees. Hours shall be posted in the employee lunchroom(s) on the fifteenth (15th) day of each subsequent quarter.

- 8.15 All employees shall be scheduled so that they have two (2) consecutive days off per week unless otherwise agreed to.
- 8.16 Whenever possible, seniority shall be considered in the choice of shifts and weekends off when scheduling employees. Any request to change the schedule must take into consideration the business needs of the Employer and the personal needs of the employees in the department.

## **ARTICLE 9 - VACATIONS**

- 9.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings or at regular weekly earnings, whichever is greater:

	<u>Length of Service</u>	<u>Time Off</u>	<u>Vacation Pay</u>
a)	0 - 1 year		4%
b)	1 – 4 years	2 weeks	4%
c)	upon completion of 4 years	3 weeks	6%
d)	upon completion of 7 years	4 weeks	8%
e)	upon completion of 15 years	5 weeks	10%

- 9.02 Employees will be granted vacation normally only during low season as follows:

- a) Food department during January 1st to August 30th.
- b) Others during October 1st to April 30th.

The Employer will endeavour to grant vacations at the time requested in the vacation period, considering business

requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.

- 9.03 Vacation pay shall be paid immediately prior to an employee leaving on vacation, for that period of vacation being taken. Such vacation pay shall be on a separate cheque.
- 9.04 The Employer shall post blank vacation schedules before January 1st of each year. Employees shall enter first preference by March 1st, with the requested vacation to be confirmed by the Employer no later than April 1st in each year. Individual requests in other times will be made in writing and confirmed no later than three (3) weeks after the request is made.
- 9.05 Statutory holiday pay will be issued as per Article 10.01 during the pay period in which the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee shall be entitled to a day off, without pay, at a mutually agreed upon time within four (4) weeks of the actual holiday.
- 9.06 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment:
- a) absence on Workers' Compensation up to a period of nine (9) months, provided the employee has returned to employment;
  - b) absence due to illness up to a period of four (4) months, provided the employee has returned to employment.

## **ARTICLE 10 - STATUTORY HOLIDAYS**

- 10.01 The Employer agrees to pay full time employees at regular rates of eight (8) hours per day for the following ten (10) holidays:
- |                |            |
|----------------|------------|
| New Year's Day | Labour Day |
|----------------|------------|

Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

Any additional statutory holidays declared by either the Federal or Provincial government shall be covered by the provisions of this Article.

- 10.02 Article 10.01 applies to all full-time employees who have been employed by the Employer for a minimum of thirty (30) days and who have worked their scheduled workday before and their scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question, unless their absence is due to illness or vacation with pay. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.
- 10.03 A part-time employees who has been employed by the Employer for a minimum of thirty (30) days shall be paid for the holidays noted in Article 10.01 equal to the average of his/her daily earnings, exclusive of overtime, for the days the employee has worked in the four (4) week period immediately preceding the week in which the statutory holiday occurs.
- 10.04 If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee will be paid his/her normal wage for that day if the employee is entitled to a statutory holiday as per Article 10.02 or Article 10.03. If an employee works on one of the statutory holidays he/she shall be paid one and one-half (1½) times the regular hourly rate for all hours worked in addition to the statutory holiday pay.
- 10.05 Where the Employer and the Union mutually agree, a statutory holiday may be observed on another day.

10.06 If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday without reasonable cause, or without leave of the Employer, he/she will be subject to discipline up to and including termination.

## **ARTICLE 11 – SENIORITY**

11.01 Seniority is defined as length of service within a department at the Hotel at which the employee was hired. Length of service at the Executive Hotels shall be used to calculate vacation pay entitlement. New employees shall be placed on the seniority list at the end of their probationary period and their respective seniority shall begin from the date on which they become a regular employee as per Article 5.03. Departments and classification are defined in Schedule “A”.

11.02 Seniority lists shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list quarterly, by fifteenth (15th) day of the month following the quarter, to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.

11.03 Seniority rights shall cease for an employee who:

- a) voluntarily terminates his/her employment;
- b) is discharged and such discharge is not reversed through the grievance procedure;
- c) is laid off for a continuous period of more than six (6) consecutive months;
- d) does not return to work on the date specified following an approved leave of absence other than medical leave;

e) accepts a promotion or transfer to a position outside the bargaining unit.

11.04 When the Employer deems it necessary to reduce the work force, he/she shall inform the Union on the need for layoffs. When a reduction of workforce is required, the Employer shall determine the order of layoff based on all of the following considerations:

a) departmental seniority of the employees;

b) ability and qualification of the employees to perform the work;

c) disciplinary records which reflects on work attitude.

The above considerations shall also guide the Employer and the Union when employees on layoff are recalled.

11.05 The Employer shall give two (2) weeks' notice of layoff, or pay in lieu of notice, to all employees who have attained seniority status. Similarly, employees wishing to terminate their employment shall give two (2) weeks' notice to allow the Employer to hire adequate replacements.

11.06 Any appeal in regard to a layoff or termination must be taken up under the first step of the Grievance Procedure, hereinafter set forth, within five (5) workdays after the layoff or termination took place.

11.07 Any employee laid off and recalled for work must return within two (2) workdays when employed after being recalled, unless he/she provides the Employer with the reason for his/her failure to return. Failure to return to work may be a just cause for termination.

## **ARTICLE 12 – JOB POSTINGS/TRANSFERS**

- 12.01 The Employer shall post, for a minimum of seven (7) workdays in a conspicuous place at all locations, notice of all vacant positions in any of the locations covered by this Agreement. Any employee of the Employer may apply for such new or vacant positions. Seniority, qualifications, skill, ability, and disciplinary record which reflected on work attitude, shall be considered in the awarding of all vacancies and new positions.
- 12.02 a) Should an employee move to a new department, he/she shall be a junior employee in that department. However, his/her seniority in the previous department shall be maintained for a period of three (3) months. Should the employee wish to move back or should a reduction in work reduce the employee's hours within three-(3) month period, the employee may then bump back into his/her former classification in order to avoid a layoff.
- b) When an employee transfers to a new location in the same department, the wage rate and vacation pay will be determined by the employee's overall seniority with the Employer. If, however, the transfer involves the movement from one department to another, the employee will be paid at no more than eighty-seven and one half percent (87.5%) of the posted rate for the three-(3) month trial period, unless the employee is at training wage of seventy-five percent (75%). The application of the employee's seniority for the purpose of layoff, recall, job bids, and vacation schedules shall be determined by his/her departmental seniority, at the location the employee has been transferred to.



## **ARTICLE 13 - JURY DUTY**

13.01 It is agreed that the Employer shall compensate all employees for the difference between their regular wages and payment received while performing jury duty or while serving as a subpoenaed witness in a court of law except if the employee is the Defendant.

## **ARTICLE 14 – INSURANCE AND BENEFITS**

14.01 In order to protect the employees and their families from the financial hazards of illness, the Employer agrees to pay one hundred percent (100%) of the premium cost of the Gold Plus Health & Welfare Plan, administered by the CLAC Health and Welfare Trust Fund, for each full time employee. An outline of the Plan is found in Schedule “B.” This pertains only to eligible employees who have worked an average of thirty-six (36) hours or more per week, as per calculation in Article 14.02 b) below.

14.02 a) The Employer agrees to pay one hundred percent (100%) of the premium cost of the Service Health & Welfare Plan, administered by the CLAC Health and Welfare Trust Fund, for each part-time employee who regularly works twenty-eight (28) hours but less than thirty-six (36) hours per week. An outline of the Plan is found in Schedule “C.” For calculation see below.

b) Eligibility for premium payment will be determined by calculating all employees’ average hours, including paid vacation time, over the previous thirteen (13) weeks. Eligibility will be reviewed every thirteen (13) weeks to determine eligibility for the next thirteen (13) weeks.

The Employer shall remit premiums to the Union once a month for the insurances outlined herein, subject to the conditions stated in the insurance policies. Failure of the Employer to make the

required premium payments will render the Employer responsible for any claims incurred by the employees.

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for benefit plans and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

- 14.03 The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums, or portions of premiums, as applicable. It is understood and agreed that neither the benefits nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union and the employees agree that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that neither the Union nor the Employer has any responsibility for the actual benefits or the administration of any insurance policy.
- 14.04 Employees become eligible for the benefits noted in Articles 14.01 and 14.02 on the first of the month immediately following completion of their probationary period.
- 14.05 If an employee is off due to illness or accident, the Employer shall continue to pay the premiums for a period of three (3) months beyond the month the absence commenced.
- 14.06 Only for permanent approved relocation or transfers, hours worked for the purpose of qualification in either Article 14.01 or Article 14.02 above shall be the cumulative total of hours worked at all of the locations covered by this Agreement.

14.07 The Employer shall pay one hundred percent (100%) of the premium cost of the Family rate of the Medical Services Plan of BC for all full time employees and one hundred percent (100%) of the Single rate of the Medical Services Plan of BC for all part time employees. Eligibility shall be determined as per Article 14.02.

**ARTICLE 15 - PENSION PLAN**

15.01 The Employer agrees to contribute on behalf of each employee to the CLAC Pension Plan #0398594, provided the employee chooses to match the contribution by way of payroll deductions. Employees may join the plan provided they have worked for the Employer a minimum of twelve (12) months, have given written authorization to the Employer to begin the payments and deductions, and have submitted a completed enrollment form to the Employer to be forwarded with the first monthly remittance.

Contributions payable by the Employer are as follows:

- a) to June 16, 2011                      \$0.60 per hour
- b) to June 16, 2012                      \$0.60 per hour
- c) to June 16, 2013                      \$0.60 per hour
- d) to June 16, 2014                      \$0.60 per hour

Participating employees shall match the above amounts through payroll deductions. The combined total will be remitted to the Pension Plan. The contributions shall be remitted monthly to the CLAC Eastern Benefit Administration Office, for deposit on behalf of the respective employees participating in the Pension Plan.

**ARTICLE 16 – LEAVES OF ABSENCE**

16.01 Employees may make written application for leaves of absence without pay for severe personal or family distress. The Employer

will grant reasonable requests and consider length of service, compassion, and operational requirements in the decision whether to grant such leave and the length of time of such leave, to a maximum period of one (1) month.

- 16.02 If the employee furnishes false information regarding sick leave or a leave of absence, he/she shall be subject to discipline.
- 16.03 In the event of confirmation of death of an employee's grandparent, the employee shall be entitled to be absent from work one (1) day with pay. In the event of the death of the employee's child, parent, brother, sister, or parent-in-law, the employee shall be entitled to be absent from work for two (2) days with pay. In the event of the death of a cohabiting spouse, the employee shall be entitled to a paid three-(3) day leave. Employees who do not complete their shift following notification of death in the immediate family shall be paid full shift hours in addition to the foregoing bereavement leave.
- 16.04 All leaves of absence provided for 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.
- 16.05 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.
- 16.06 Employees shall be granted up to one (1) year or twelve (12) months of maternity leave without loss of seniority, upon written request. The Employer shall continue to pay the Health and Welfare premiums during the period of the maternity leave as if

the employee was not absent, if the employee was otherwise eligible.

## **ARTICLE 17 - SAFETY AND HEALTH**

- 17.01 a) The Employer and the Union shall each appoint no less than three (3) representatives to a Joint Safety Committee. An alternate may be chosen who will serve in the absence of regular representatives. Where possible, representatives should be from different operational areas and, if possible, work on shifts which when combined in committee, give full coverage to the work place.
- b) The Joint Safety Committee shall meet once every month and operate in accordance with WorkSafe BC published guidelines. Meetings will be held during regular working hours and members paid at straight time hourly rates during attendance. Hours in attendance beyond the regular work schedules will not be used to calculate a subsequent entitlement to overtime pay.
- c) The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.

17.02 The Employer will reimburse employees directed by the Employer to take a recognized Industrial First Aid course.

## **ARTICLE 18 – LEGISLATION COMPLIANCE**

18.01 The Employer shall ensure that his/her business activity and premises are in compliance with legislation and in the event an employee is being charged with non-compliance because of a failure on the part of the Employer, then the Employer shall bear such responsibility. However, if an employee is being charged

with non-compliance and it is established that it is the result of negligence, the employee will be responsible and the employee may be terminated.

## **ARTICLE 19 - ACCIDENTS**

- 19.01 In the event an employee meets with an accident on the premises, the Employer must be notified immediately. Any injured employee who cannot be fitted into some other work and requests to go home will be allowed to go home and rest and will be paid for the balance of his/her shift. Thereafter he/she will be required to claim his/her losses from the Workers' Compensation Board.
- 19.02 If, while on sick leave or accident leave, the employee is found to be on vacation, out of town, or employed elsewhere without the Employer's knowledge or agreement (such agreement will not be unreasonably denied), then he/she will be subject to discipline up to and including termination.

## **ARTICLE 20 - UNION-MANAGEMENT COMMITTEE**

- 20.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and cooperation, believing that the following concepts provide a fundamental framework for improved labour-management relations:
- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
  - b) the economic character springs from a continuous striving towards efficient use of resources, energy, and environment, and in the adequate development of research, production, and marketing;

- c) the enterprise requires authority relationships under a strong central leadership or management;
  - d) a strong management does not discourage cooperation but stimulates it, recognizing that while management without labour can do nothing, labour without management cannot survive.
- 20.02 a) In order to further the aims of the enterprise, the parties agree to schedule Union-Management meetings once every three (3) months during the life of this Agreement. The meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. A Union-Management meeting shall be held at the request of the Employer or the Union, and it can be held at an individual location or joint location.
- b) The Employer and the Union shall each appoint three (3) representatives to the various location-specific Union-Management Committees. From these committees a representative from each location shall be appointed to the Joint Union-Management Committee. The minutes shall be recorded alternately by the Employer and the Union and a copy shall be mailed to both the Employer and the Union office within one (1) week of the date of the meeting.

## **ARTICLE 21 – GRIEVANCE PROCEDURE**

- 21.01 INFORMAL PROCEDURE - As an informal step an employee is encouraged to make an earnest effort to resolve the grievance directly with the management person to whom he/she reports. At his/her option the employee may be accompanied by a steward.
- 21.02 The parties to this Agreement recognize the Stewards, and the Union Representatives specified in Article 3, as the agents

through whom employees shall process their grievances and receive settlement thereof.

- 21.03 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than ten (10) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 21.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted to arbitration under Article 22 by either party, by-passing Step 1 and Step 2. Such policy grievance shall be signed by a Steward, a Union Officer or a Union Representative, or in the case of an Employer's policy grievance, by the Employer or his/her representative.
- 21.05 A "Group Grievance" is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievers shall be listed on the grievance form.
- 21.06 Step 1 - Any employee having a grievance will, accompanied by a Steward, a Union Officer, or a Union Representative, submit the same to the Employer within ten (10) workdays of the act or condition causing the grievance. The Employer will deal with the grievance not later than the seventh (7th) workday following the day upon which the grievance is submitted and will notify the



griever and the Union Representative of his/her decision in writing.

Step 2 If the grievance is not dealt with under Step 1, a Union Representative may, within seven (7) workdays of the decision under Step 1, or within seven (7) workdays of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within seven (7) workdays after the grievance has been filed. The Employer shall notify the griever and the Union Representative of his/her decision in writing within five (5) workdays following the said meeting.

## **ARTICLE 22 - ARBITRATION**

- 22.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 22.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) workdays after receiving the decision given at Step 2 of the Grievance Procedure.
- 22.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within fourteen (14) workdays of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 22.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

- 22.05 If the parties fail to agree to refer the matter to an agreed single arbitrator within seven (7) workdays of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.
- 22.06 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 22.07 Notice of desire to arbitrate and of nomination of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 22.08 It is agreed that the single Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 22.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is in the opinion of the Arbitrator just and equitable.
- 22.10 The parties will equally bear the expense of the single Arbitrator.
- 22.11 The Arbitrator shall be empowered to render his/her decision or interpretation consistent with the provisions of this Agreement.

## **ARTICLE 23 - DISCHARGE, SUSPENSION, AND WARNING**

- 23.01 When the conduct or performance of an employee calls for a reprimand of record by the Employer, such a reprimand shall be in writing, with a copy of the reprimand forwarded by the

Employer to a steward and to the Union office. Prior to issuing such a reprimand, the Employer or Department Supervisor shall interview the employee. If such request is made, the employee will not be reprimanded until a Steward or Union Representative can be present.

- 23.02 The Employer must give at least one (1) warning notice to enable the employee to improve his/her conduct and meet all requirements of the Employer so that the enterprise does not suffer any loss of business.

In the event that the employee, after one (1) written warning notice does not correct his/her conduct or performance and commits a further misconduct, he/she may be suspended for a period of one (1) to five (5) working days. However, if the employee has committed a misconduct of a grave nature, then the Employer may terminate the employee.

- 23.03 In the event that the employee has any further proven misconduct or complaint of service, after his/her return from suspension, he/she will be subject to further discipline up to and including termination.

- 23.04 Any warning or discipline of record on an employee's file shall be removed from the file after the expiration of twenty-four (24) months from the date it was issued, provided there have not been any further disciplinary infractions during that period.

## **ARTICLE 24 - CHEQUES, CREDIT CARDS, AND CREDIT ACCOUNTS**

- 24.01 When an employee is authorized to cash cheques, honour credit cards or credit accounts, he/she will not be held responsible for any losses provided he/she has followed management's instructions. However, where an employee assumes

responsibility of cashing cheques, honouring credit cards or credit accounts without such authorization from management he/she will be held responsible.

24.02 Employees will not be held responsible for reimbursement where a patron is in default of any payments of any billings if the employee notifies the Employer immediately and it is determined that it was not due to employee negligence.

## **ARTICLE 25 - TECHNOLOGICAL CHANGE**

25.01 If the Employer introduces or intends to introduce a measure, policy, practice, or change that affects the terms, conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies:

- a) the Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be affected, and;
- b) after notice has been given, the Employer and Union shall meet, in good faith, and endeavour to develop an adjustment plan which may include provisions respecting any of the following:
  - i. consideration of alternatives to the proposed measure, policy, practice, or change, including amendment of provisions in the Collective Agreement;
  - ii. human resources planning and employee counseling and retraining;
  - iii. notice of termination;
  - iv. severance pay and other benefits;
  - v. a bipartite process for overseeing the implementation of the adjustment plan.

25.02 If, after meeting in accordance with Article 25.01, the parties have agreed to an adjustment plan, it is enforced as if it were part of the Collective Agreement.

25.03 Full time employees with three (3) years or more of service, whose employment is terminated because of technological change, closure, or automation, shall be entitled to severance pay of one (1) week's pay at their regular straight time rate for each one (1) year of employment with the Employer, to a maximum of eight (8) weeks' pay.

## **ARTICLE 26 – RIGHT TO SUB-CONTRACT WORK**

26.01 The Employer may sub-contract work to other businesses or individuals only in the following events:

- a) he/she does not possess the necessary facility or equipment;
- b) he/she cannot provide the specified quality or is unable to meet projected time limits;
- c) the contracting out of the work in question was a practice in existence prior to the original certifications in 1994;
- d) where it is necessary to do so for security purposes, but only after consultation and agreement with the Union;
- e) in the Banquet Department when additional servers are required on a casual basis, to a maximum of twenty percent (20%) of staffing;
- f) as a result of negotiation regarding Joint Airport Shuttle Services with other regional hotels.

## **ARTICLE 27 - TYPES OF EMPLOYEES**

### 27.01 Casual Employee

An employee who works from time to time, on an “on call basis”, but does not work regular scheduled shifts.

### Temporary Employee

An employee hired for a specific term or project, for a period not to exceed two hundred ten (210) days, with no expectation of continuing employment beyond the specified term or completion of the particular project for which the employee was hired.

### Probationary Employee

An employee who was hired into probationary status and who has not yet successfully completed the probationary period.

### Regular Employee

An employee who has completed the probationary period and works regularly scheduled shifts as assigned by the Employer on a continuing basis.

## **ARTICLE 28 - GENERAL**

28.01 In this Agreement, words importing the singular number will be deemed to include the plural and vice versa and words importing the masculine gender will be deemed to include the feminine and vice versa as the context requires.

## **ARTICLE 29 - UNIFORMS**

29.01 Uniforms are to be supplied to the employees working in the following departments:

- Cooks (two) – replacement when a uniform is in disrepair

- Chambermaids – uniform to be not less than fifty percent (50%) cotton:
  - full time employees receive two (2) uniforms
  - part time employees receive one (1) uniform
 Uniforms are to be replaced when in disrepair.
- Front Desk and Bellmen - company jacket or vest
- Restaurant and Banquet
  - full time employees receive two (2) shirts per year
  - part time employees receive one (1) shirt per year

Dry cleaning coverage is provided at a fifty percent (50%) discount of the regular dry cleaning rates for those with uniforms that cannot be regularly laundered.

### **ARTICLE 30 - EDUCATION, TRAINING AND PUBLICATION**

30.01 To further the training of union members, the Employer agrees to remit three tenths of one percent (0.3%) of gross wages to the Union's Education and Training Fund, up to a maximum of four thousand five hundred dollars (\$4,500.00) per year, for all hotels combined. Training funds shall be remitted in accordance with the timelines stipulated for union dues.

30.02 The parties shall equally bear the costs associated with printing and publication of the collective agreement.

### **ARTICLE 31 - DURATION**

31.01 This Agreement shall be effective on the sixteenth (16th) day of June two thousand ten (2010), and shall remain in effect to and including the fifteenth (15th) day of June, two thousand fourteen (2014), and for further periods of one (1) year, unless notice in writing is given, by either party, of the desire to cancel, change, or amend any of the provisions contained herein within four (4) months immediately preceding the date of expiry of the

Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

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

DATED at Burnaby, B.C. this 27 day of June, 2011.

Signed on behalf of

**SANOOR INVESTMENTS LTD. and  
DELBROOK MANAGEMENT LTD. and  
SOSAL TRUST in EXECUTIVE INN  
GENERAL PARTNERSHIP d.b.a.  
EXECUTIVE HOTEL & CONFERENCE  
CENTRE**

**F. S. PROPERTY INC. d.b.a.  
EXECUTIVE PLAZA HOTEL &  
CONFERENCE CENTRE**

**SANOOR INVESTMENTS LTD. and ALL  
STARS MOTORS LTD. in partnership  
d.b.a. EXECUTIVE AIRPORT PLAZA  
HOTEL & CONFERENCE CENTRE**

**SANOOR INVESTMENTS LTD. and  
DELBROOK MANAGEMENT LTD. and  
SOSAL TRUST in EXECUTIVE HOTELS  
GENERAL PARTNERSHIP d.b.a.  
EXECUTIVE HOTEL VINTAGE PARK**

Farideh J. Kazani  
Employer Representative

Abdullah  
Employer Representative

Signed on behalf of

**SERVICE, HEALTH AND  
ALLIED WORKERS' UNION,  
LOCAL 501 AFFILIATED  
WITH THE CHRISTIAN  
LABOUR ASSOCIATION OF  
CANADA (C.L.A.C.)**

W. Doughty  
Authorized BC Representative

Authorized BC Representative

Susan Ferguson  
Negotiating Committee Member

Geraldine Stone  
Negotiating Committee Member

Patricia Brown  
Negotiating Committee Member

Albert White  
Negotiating Committee Member

Marilyn Findlay



**SCHEDULE “A”**  
**CLASSIFICATIONS AND WAGE RATES**

	<b>Hourly Rates Effective</b>				
	<b>June 16/10</b>	<b>Feb 1/11</b>	<b>June 16/11</b>	<b>June 16/12</b>	<b>June 16/13</b>
<b><u>CLASSIFICATION</u></b>	<b>0.5%</b>	<b>0.5%</b>	<b>1%</b>	<b>2%</b>	<b>2%</b>
<b><u>FRONT DESK</u></b>					
Front Desk Supervisor	17.72	17.81	17.99	18.35	18.72
Night Auditor	17.27	17.36	17.53	17.88	18.24
Front Desk Clerk	17.06	17.15	17.32	17.67	18.02
Reservation Agent	17.06	17.15	17.32	17.67	18.02
Bellman-Driver	13.46	13.53	13.67	13.94	14.22
Bellman	12.91	12.97	13.10	13.36	13.63
<b><u>HOUSEKEEPING / MAINTENANCE</u></b>					
Chambermaid/Laundry	16.11	16.19	16.35	16.68	17.01
Houseman	15.37	15.45	15.60	15.91	16.23
Maintenance	17.45	17.54	17.72	18.07	18.43
<b><u>RESTAURANT/LOUNGE</u></b>					
Dining Rm. Supervisor	14.85	14.92	15.07	15.37	15.68
Restaurant Server	12.85	12.91	13.04	13.30	13.57
Bus Person/Room Server	12.85	12.91	13.04	13.30	13.57
Lounge/Bartender/Mixer	16.11	16.19	16.35	16.68	17.01
<b><u>KITCHEN</u></b>					
Cook	17.45	17.54	17.72	18.07	18.43
Prep Cook	15.75	15.83	15.99	16.31	16.64
Dishwasher-Prep Cook	15.43	15.51	15.67	15.98	16.30
<b><u>BANQUET</u></b>					
Banquet Captain	13.46	13.53	13.67	13.94	14.22
Banquet Server	12.32	12.38	12.50	12.75	13.01

**SCHEDULE “B”**  
**INSURANCE PLAN COVERAGE – GOLD PLUS PLAN**  
**For employees working on average 36 hours per week or more**  
(This Schedule does not form part of the collective agreement but is for  
information purposes only.)

- \$60,000.00 life insurance per employee under age 65; \$30,000.00 per employee between the ages of 65 and 75;
- \$60,000.00 A.D. & D. per employee under 65; \$30,000.00 per employee between the ages of 65 and 75;
- Dental plan at the latest fee schedule available;
  - Basic services: 100% up to \$2,000.00 per person annually
  - Comprehensive: 50% up to \$2,000.00 per person annually
  - Orthodontic: 50% up to \$3,000.00 lifetime maximum per child under 19
- Prescription drug plan for employee and family at 80% up to \$3,000.00 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
- Optical insurance for employee and family:
  - under 21: \$300.00 per year
  - over 21: \$300.00 every two years
- Extended health coverage for employee and family;
- Semi-private hospital coverage with no deductible for employee and family;
- Weekly indemnity insurance (to age 75) with 60% of earnings up to a maximum of \$468.00 per week, payable after the first day of accident or hospitalization and the 14<sup>th</sup> day of sickness, for a maximum of 119 days;
- Long term disability insurance with 60% of earnings, maximum of \$2,000.00 per month, payable after 119 days until age 65.
- Emergency Travel Assistance
- EFAP (Employee Family Assistance Program) through Ceridian LifeWorks

## **SCHEDULE “C”**

### **INSURANCE PLAN COVERAGE – SERVICE PLAN (NO LTD)**

#### **For employees working an average of 28 – 35 hours per week**

(This Schedule does not form part of the collective agreement but is for information purposes only.)

- \$40,000.00 life insurance per employee under age 65; \$20,000.00 per employee between the ages of 65 and 75;
- \$40,000.00 A.D. & D. per employee under 65; \$20,000.00 per employee between the ages of 65 and 75;
- Dental plan at the latest fee schedule available;
  - Basic services: 80% up to \$2,000.00 per person annually
  - Comprehensive: 50% up to \$2,000.00 per person annually
  - Orthodontic: 50% up to \$3,000.00 lifetime maximum per child under 19
- Prescription drug plan for employee and family at 80% up to \$3,000.00 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
- Optical insurance for employee and family:
  - under 21: \$300.00 per year
  - over 21: \$300.00 every two years
- Extended health coverage for employee and family;
- Semi-private hospital coverage with no deductible for employee and family;

**SCHEDULE “D”**  
**CONSCIENTIOUS OBJECTOR STATUS**  
(This schedule does not form part of the collective agreement.  
It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the Union’s internal guidelines on what constitutes a conscientious objection.

## **Benefit Plan - Frequently Asked Questions**

**1. When do my benefits start?**

*Your benefits will commence when the conditions for eligibility as set out in your collective agreement have been met by you.*

**2. What must I do to enroll?**

*You must make sure that your completed enrolment form is mailed to the CLAC Benefit Administration office. You should receive this form in your sign-on package.*

**3. When will I receive my benefit start package?**

*You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefit start date was April 1, you would expect to see your package around May 15.*

**4. Why does it take this long?**

*This is the time required for your employer to send the information for the Benefit Administration Office to process this information, and for your package to be prepared and mailed.*

**5. What if I have claims before I receive my benefit start package?**

*Any claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.*

**6. How do I make a claim?**

*All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to Sun Life with a completed claim form.*

**7. Can my dentist send claims directly to Sun Life?**

*Yes. Your dentist can submit your claims electronically to Sun Life.*

**8. Where do I get claim forms?**

- *your union steward*
- *CLAC's website, [www.clac.ca](http://www.clac.ca)*
- *the nearest Union office*
- *the CLAC Benefit Administration office: 1-888-600-2522*

**9. Will I receive a prescription drug card?**

*Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card from Sun Life about a week after you receive your benefit start package.*

**10. What if I don't receive my prescription drug card?**

*You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefit Administration Office at 1-888-600-2522 to make sure you receive one.*

**11. How do I make a disability claim?**

*You must contact the Benefit Administration Office for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the Benefit Administration Office for processing.*

**12. Does my CLAC health plan cover my provincial health care premiums?**

*No. Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits. Your extended health plan through CLAC does not include this coverage. However, your provincial health care premiums may be covered by a separate provision in your collective agreement. Check with your local union representative.*

- 13. Does my plan cover me if I am travelling outside of Canada?**  
*Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefit Administration Office if you do not have a travel card.*
  
- 14. What is the Employee Family Assistance Plan (EFAP)?**  
*Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call Ceridian LifeWorks at 1-866-714-3129.*

### **Pension Plan Questions**

- 1. What must I do to enrol in the Pension Plan?**  
*Complete the application form and beneficiary card (included in your new employee package) and return both to the CLAC office.*
  
- 2. Who should I call if I have questions?**  
*Contact the CLAC Eastern Benefit Administration Office by phone at 1.800.463.2522 or by email at [easternbenefits@clac.ca](mailto:easternbenefits@clac.ca)*

## PHONE • FAX NUMBERS

	<b>PHONE</b>	<b>FAX</b>
CLAC BC Offices		
<i>Fort St. John</i>	250-785-5005 800-331-2522	250-785-5006
<i>Kelowna</i>	250-868-9111 866-757-2522	250-868-9192
<i>Langley</i>	604-888-7220 800-331-2522	604-455-1565
<i>Tumbler Ridge</i>	800-331-2522	250-242-2398
Benefit Office (Western)	888-600-2522	780-451-3976
Benefit Office (Eastern)	800-463-2522	905-945-7200
BC Training	604-888-7220 800-331-2522	604-455-1565
Group Retirement Services	800-724-3402	
Ceridian LifeWorks	866-714-3129	

## USEFUL WEBSITES

CLAC Offices, Programs	<a href="http://www.clac.ca">www.clac.ca</a>
WCB	<a href="http://www.WorkSafeBC.com">www.WorkSafeBC.com</a>



## Christian Labour Association of Canada

---

Local 44, 56, 62, 66, 67, 68 and 501

FORT ST. JOHN/  
NORTHEASTERN BC  
10504 100 Ave, Unit 210,  
Box 2  
Fort St. John, BC V1J 1Z2  
Tel: 250-785-5005  
Toll Free: 800-331-2522  
Fax: 250-785-5006  
fortstjohn@clac.ca

VANCOUVER/LOWER  
MAINLAND  
19955 81A Ave, Unit 100  
Langley, BC V2Y 0C7  
Tel: 604-888-7220  
Toll Free: 800-331-2522  
Fax: 604-455-1565  
langley@clac.ca

KELOWNA/SOUTHERN  
INTERIOR BC  
2040 Springfield Rd, Unit 105  
Kelowna, BC V1Y 9N7  
Tel: 250-868-9111  
Toll Free: 866-757-2522  
Fax: 250-868-9192  
kelowna@clac.ca

*Affiliated with the International Trade Union Confederation (ITUC)*