

COLLECTIVE AGREEMENT

Between:

Richmond Airport Enterprises
Doing Business As

**THE TRAVELODGE HOTEL
VANCOUVER AIRPORT**

And:



Effective: September 1, 2019 to August 31, 2022

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE1

 1.01..... 1

 1.02..... 1

ARTICLE 2 - DEFINITION OF EMPLOYEE.....1

 2.01..... 1

 2.02..... 1

ARTICLE 3 — RECOGNITION.....1

 3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT..... 1

 3.02..... 2

 3.03..... 2

 3.04..... 2

 3.05..... 2

 3.06 HARASSMENT AND DISCRIMINATION 2

 3.07 NATURE OF COMMUNICATIONS..... 4

 3.08 VIOLENCE IN THE WORKPLACE 4

 3.09 DISCLOSURE OF PERSONAL INFORMATION TO THE UNION 4

ARTICLE 4 - UNION SECURITY5

 4.01..... 5

 4.02..... 5

 4.03..... 5

 4.04..... 5

 4.05..... 6

 4.06..... 7

ARTICLE 5 - GENDER REFERENCES.....7

 5.01..... 7

ARTICLE 6 - RELATIONSHIP7

 6.01..... 7

 6.02..... 7

 6.03..... 7

 6.04..... 8

 6.05..... 8

ARTICLE 7 - MANAGEMENT OF EMPLOYEES8

 7.01..... 8

ARTICLE 8 - UNION REPRESENTATION9

 8.01..... 9

ARTICLE 9 - GRIEVANCE10

Collective Agreement between The Travelodge Hotel Vancouver Airport and Unifor Local 3000

9.01.....	10
9.02.....	10
9.03.....	10
9.04.....	10
9.05.....	11
9.06.....	11
9.07.....	11
ARTICLE 10 - ARBITRATION	12
10.01.....	12
10.02.....	12
10.03.....	12
10.04.....	12
10.05.....	12
10.06.....	12
ARTICLE 11 — DISCIPLINE AND DISCHARGE.....	12
11.01.....	12
11.02.....	13
11.03 CANCELLATION OF RECORDED COMPLAINT.....	13
11.04 EMPLOYEE'S ACCESS TO THEIR FILE.....	13
11.05 EMPLOYEE ACKNOWLEDGING DISCIPLINE.....	13
ARTICLE 12 - SENIORITY.....	13
12.01 SENIORITY ENTITLEMENT DEFINED.....	13
12.02 SENIORITY LISTS.....	14
12.03.....	14
12.04.....	14
12.05.....	15
12.06 JOB POSTING.....	15
ARTICLE 13 - HOURS OF WORK.....	16
13.01 NORMAL STRAIGHT TIME HOURS OF WORK.....	16
13.02 SHIFT HOURS.....	16
13.03 MAXIMIZING THE LENGTH OF SHIFTS.....	17
13.04 ASSIGNMENT OF SHIFTS BY SENIORITY.....	17
13.05 TWO CONSECUTIVE DAYS OFF.....	17
13.06 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS.....	17
13.07 PAYMENT FOR TIME IN LIEU OF BREAKS.....	18
13.08 UNPAID MEAL BREAKS.....	18
13.09 REST PERIODS.....	18
13.10 EMPLOYEE'S RESPONSIBILITY: WORK START TIME.....	19
13.11 WORK SCHEDULES.....	19
13.12 CHANGES IN WORK SCHEDULES.....	19
ARTICLE 14 - VACATIONS.....	20

Collective Agreement between The Travelodge Hotel Vancouver Airport and Unifor Local 3000

14.01	ANNUAL VACATION PAY CASUAL EMPLOYEES AND EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE	20
14.02	ANNUAL VACATION AND PAY ENTITLEMENTS	20
14.03	VACATION SCHEDULING PREFERENCE BY SENIORITY.....	21
14.04	VACATIONS TO BE TAKEN BY DECEMBER 31 ST	21
ARTICLE 15 - SICK DAYS		22
15.01	THE BENEFITS HEREIN ARE NON-CUMULATIVE FROM YEAR TO YEAR.....	22
ARTICLE 16 - FRINGE BENEFITS		23
16.01	.....	23
16.02	B.C. MEDICAL SERVICES PLAN (MSP)	23
ARTICLE 17 — BEREAVEMENT		23
17.01	.....	23
ARTICLE 18 - WORK LOADS RE: ROOM ATTENDANT/LAUNDRY		24
18.01	.....	24
ARTICLE 19 - GENERAL.....		25
19.01	.....	25
19.02	.....	25
19.03	.....	25
19.04	.....	25
19.05	.....	25
19.06	.....	25
ARTICLE 20 - HEALTH AND SAFETY		26
20.01	.....	26
20.02	CONFIDENTIALITY OF HEALTH INFORMATION.....	26
20.03	FIRST AID ATTENDANT	26
20.04	INJURY AT WORK	27
ARTICLE 21 - WORKPLACE HARASSMENT AND PREVENTION.....		27
21.01	DISCRIMINATION/HARASSMENT PROHIBITED.....	27
21.02	SEXUAL HARASSMENT	27
21.03	COMPLAINT PROCEDURE	27
21.04	INVESTIGATION	28
21.05	RIGHT OF ARBITRATOR	28
21.06	TRANSFER OF HARASSER	28
21.07	HUMAN RIGHTS COMPLAINT	28
ARTICLE 22 - PAID EDUCATION LEAVE		28
22.01	PAID EDUCATION LEAVE	28
ARTICLE 23 - DEFINITIONS		29
23.01	.....	29

ARTICLE 24 - JOB CLASSIFICATIONS 29
 24.01..... 29

ARTICLE 25 - NEW CLASSIFICATIONS 29
 25.01..... 29

ARTICLE 26 - EXTENT 30
 26.01..... 30

ARTICLE 27 - LEAVES OF ABSENCE 30
 27.01..... 30
 27.02..... 30
 27.03..... 31
 27.04 LEAVE FOR UNION BARGAINING COMMITTEE 31

ARTICLE 28 - NO STRIKE OR LOCK OUT 31
 28.01..... 31

ARTICLE 29 - UNIFORMS..... 31
 29.01..... 31
 29.02..... 32

ARTICLE 30 - LABOUR RELATIONS CODE 32
 30.01 JOINT CONSULTATION 32

ARTICLE 31 - PAID HOLIDAYS..... 32
 31.01..... 32
 31.02..... 33

ARTICLE 32 - CONTROL OF ABSENTEEISM 33
 32.01..... 33

ARTICLE 33 - DURATION OF THE AGREEMENT 34
 33.01..... 34

SIGNATURE PAGE..... 35

SCHEDULE "A" 36
 WAGES 36

LETTER OF UNDERSTANDING #1..... 37
 RE: GRATUITIES 37

LETTER OF UNDERSTANDING #2..... 38
 RE: LOST AND FOUND ITEMS..... 38

LETTER OF UNDERSTANDING #3..... 39

Collective Agreement between The Travelodge Hotel Vancouver Airport and Unifor Local 3000

RE: ROOM ATTENDANT/LAUNDRY EMPLOYEE..... 39

LETTER OF UNDERSTANDING #4.....40

RE: WOMAN’S ADVOCATE 40

LETTER OF UNDERSTANDING #5.....41

RE: PAYROLL ERROR 41

ARTICLE 1 - PURPOSE

1.01

The general purpose of this Agreement is to establish the terms and conditions of employment between the Employer and the employees who come within scope of this Agreement, and to provide for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for the parties who are subject to the provisions of this Agreement.

1.02

The terms of this Agreement apply to all employees as defined in Article 2.0 and listed in Schedule A of this Agreement.

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01

An employee within the terms of this agreement means a person employed by the hotel as listed in Schedule A.

2.02

All new employees shall be on probation for either the first sixty (60) shifts worked or four (4) months of employment, whichever first occurs.

ARTICLE 3 — RECOGNITION

3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the *Labour Relations Board*, subject to the exclusions subsequently ordered by the *Labour Relations Board* or recognized by the parties. The Night Audit is excluded.
- (b) For the purpose 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

All jobs for which wage rates are established by this Agreement shall only be worked by employees who are considered in scope, save and except work that has been historically performed by management.

3.03

The parties agree that all Union employees are entitled to wear a Union button while on duty, provided that the size or manner of button which is worn shall not detract from the style of the uniform or costume normally worn by the employee.

3.04

No employee shall be disciplined or discriminated against in any manner as a result of his refusal to cross a picket line to commence work-related duties. No employee shall be required to perform work which would assist in any manner an employer whose employees are involved in a legal labour dispute.

3.05

No employee will lose hours, or their job, during the life of the Agreement due to the contracting out of bargaining unit work, presently carried out by bargaining unit employees.

- (a) In the event that the laundry is shut down permanently and contracted out during the life of the Agreement, the Company will provide sixty (60) days written notice to the Union; the parties shall meet to discuss alternatives that will benefit both parties concerned.
- (b) In the event that the laundry is shut down temporarily due to the Laundry machines breaking down, the Company will provide twenty four (24) hours written notice to the Union with a description of the work to be contracted out; the anticipated duration; and the parties shall meet to discuss alternatives that will benefit both parties concerned.

3.06 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, family status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership participation in its activities.

- (c) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 21 of this Agreement.
- (d) If an employee files a grievance pursuant to Article 21, the Employer shall carry out forthwith an independent investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.
- (e) Any information arising from an investigation undertaken pursuant to 3.06(d) shall remain confidential but shall be provided to the Union.
- (f) In the event that a grievance filed pursuant to Article 21 involved allegations against management personnel, the Employer shall ensure that there is no discussion, either directly or indirectly, of the grievance or issues that led to the grievance, between any Employer representative or the accused management employee and the grievor, without the Union's prior approval
- (g) The Employer shall post conspicuously in the work place, a policy regarding harassment and discrimination.
- (h) Human Rights Complaint - Nothing in this article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona-fide complaint of sexual harassment, including but not limited to hearing a Human Rights Complaint.

3.07 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 Code.

Furthermore, parties to this Agreement and those governed by said Agreement shall ensure that all members of the Hotel in this Agreement are treated equally and with integrity, trust and respect.

The Company and the Union shall endeavour at all times, to promote a work environment which is supportive of the productivity, personal goals and self-esteem of every employee. To this end, both parties will maintain open lines of communication and shall promote a good relationship built on mutual trust and respect.

3.08 VIOLENCE IN THE WORKPLACE

Should an employee become a victim of an act of violence or threatened act of violence in the workplace, the Employer shall perform the following;

- (a) The Employer shall immediately conduct an investigation into the act or threatened act of violence;
- (b) A written report shall be produced by Management within seven (7) days of the Employer becoming aware of the incident;
- (c) The Union shall be provided with a copy of this report;
- (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. All Parties recognize the seriousness of frivolous and/or false allegations. Any employee found guilty of making such allegations may be subject to discipline up to and including termination.

3.09 DISCLOSURE OF PERSONAL INFORMATION TO THE UNION

- (a) Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union may require the disclosure by the Employer of personal employee information. As such, the Employer agrees to release the required Information to the Union on the understanding that it will be relevant to a specific issue or grievance covered by the terms of this Collective Agreement.

- (b) The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation. The Union further agrees to hold the Employer harmless against any claim which may arise in complying with the requirements of this clause.

ARTICLE 4 - UNION SECURITY

4.01

- (a) 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.
- (b) All new employees shall be required to become members of the Union within thirty (30) days after the date of initial employment.

4.02

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

4.03

- (a) All employees as a condition of employment shall sign an authorization of check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deduction of initiation fees, Union dues, fines, assessments and arrears, as required by Article 4.04 (c).

4.04

- (a) The Employer agrees to deduct initiation fees, Union dues, fines, assessments and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.
- (b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall upon demand, sign and present the appropriate assignment of wages form.

- (c) All monies deducted from employee's earnings pursuant to this article, are to be forwarded to the Secretary of the Union together with a list of employees to whom the monies are to be credited and the names and addresses of newly hired employees. The monies so collected shall be forwarded to the Union office by the fifteenth (15th) of the following month for which they were deducted.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, Union dues, fines, assessments and arrears, and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms prior to making the deductions.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by valid assignment of wages forms executed by each employee.
- (f) Upon resignation, layoff or termination for cause, the Employer will deduct the current monthly dues from the employee's final paycheque and remit it as per Article 4.04 (c).
- (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 refer the issue directly to arbitration.

4.05

- (a) Upon notice in writing from the Union to the Employer that an employee:
 - is not a member of the Union;
 - has not signed a written assignment of wages to pay initiation fees;
 - has revoked their written assignment of wages to pay initiation fees;
 - Union dues or Union assessments;
 - is suspended from the Union;
 - has resigned from the Union;

The Employer shall dismiss the employee.

- (b) 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.

4.06

The Employer agrees to show on each employee's Income Tax Earning and Deduction Report the amount of Union dues deducted.

ARTICLE 5 - GENDER REFERENCES

5.01

In this agreement, words using the feminine gender include the masculine and the neuter; the singular includes the plural, and the plural singular where the text so indicates equally to both male and female.

ARTICLE 6 - RELATIONSHIP

6.01

The Employer and the Union or their representatives shall not discriminate, intimidate, threaten, or use coercion against employees of the Vancouver Airport Travelodge Hotel with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, sexual orientation, marital status or family status, religion, nationality, ancestry, or place of origin, Union membership or activity, physical or mental disability as stated in the B.C. Human Rights Code.

6.02

The Union agrees that no Union member will conduct Union activities on the Employer's premises except as specifically permitted by this Agreement or with the written permission of the Employer.

6.03

A Union Representative shall advise Management in advance of his or her attendance at the Hotel to distribute Union literature or to post Union notices. If there is to be a meeting then the General Manager or designate shall be advised personally. If the General Manager or designate is not available to meet another suitable time will be agreed to.

6.04

The Employer shall provide a bulletin board for the purpose of posting Union notices that may be of interest to Union members.

6.05

The Chief Steward may address new members of the bargaining unit and shall be afforded a period of no less than fifteen (15) minutes to make a presentation, handout the Collective Agreement and answer questions during working hours.

ARTICLE 7 - MANAGEMENT OF EMPLOYEES

7.01

- (a) The Employer reserves all rights and prerogatives in the management of the business, unless clearly and explicitly granted to the Union by this Agreement, and the Union shall not in any way interfere with these rights. These rights and prerogatives so reserved include, but are not limited to the right to hire, the right to discharge for just cause, the right to determine the methods and means by which operations are to be conducted, including specifically, the right to direct the work force and the right to exclusively manage the operation.
- (b) The Employer may exercise any right or prerogative so long as it is not in conflict with the express terms of this Agreement. Failure to exercise the right or prerogative in a particular manner is not a waiver of such right or prerogative.
- (c) Further, the Employer agrees that in the exercise of management rights and in the administration of this agreement without restricting the generality of the foregoing, such rights of the Employer shall include the right to:
- instruct and direct employees in their duties and responsibilities.
 - control the use of buildings, equipment, utensils, machinery, tools, material, instruments, clothing, uniforms and all other articles or things belonging to the Employer.
 - formulate policies, rules and regulations.
 - maintain order and discipline, to hire, promote, transfer, demote, classify, lay-off, recall, retire, suspend or discharge or otherwise discipline employees for just cause.

- determine the hours of work, work assignments and methods of doing work.
 - determine where, in what manner, at what time, and under what conditions employees in the bargaining unit perform their duties.
 - limit, suspend, or cease operations, work or make necessary arrangements due to a change in the Employer's policies.
- (d) It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

ARTICLE 8 - UNION REPRESENTATION

8.01

- (a) The Employer agrees to recognize Shop Stewards as authorized representatives of the Union provided the Employer has been advised by the Union in writing of the employee's name. The Union shall advise the Employer of any changes to stewards within fourteen (14) days of said changes.
- (b) "The reporting and resolution of work issues and grievances shall be done on Company time at straight time rates. The Union accepts that a Steward's first obligation is the fulfillment of his/her responsibilities as an employee. A Steward shall be allowed a reasonable period of time for the necessary involvement in the reporting and resolution of grievances which fall within the terms of the Agreement.
- (c) A Steward must not leave his/her assigned work area on Union business without prior permission. Such permission will not be unreasonably withheld.
- (d) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the management of or direction of the work force.
- (e) The Steward shall not be discriminated against or disciplined for the performance of his duties on behalf of the Union.
- (f) Employees will be encouraged by the Union to discuss grievances or possible grievances away from hotel customer presence. The Employer will always discipline and discuss employee misconduct in private. Stewards will not discuss Union business while employee is being paid to work for the Employer.

ARTICLE 9 - GRIEVANCE

9.01

Any complaint, disagreement, or difference of opinion between the parties hereto concerning the interpretation, or any alleged violation of this Agreement, or concerning the discharge or discipline of an employee which may be alleged to be unjust, shall be considered to be grounds for a grievance.

9.02

A grievance must be presented to the Employer as outlined in Step No. 1 or Step No. 2 as determined by the nature of the grievance within seven (7) days from the time of the occurrence which facts for the said grievance are based.

9.03

The Union and the Employer agree that in the best interest of the employees and to ensure that all grievances are brought to a rapid conclusion, all time limits within this agreement refer to calendar days. It is agreed that all time limits must be adhered to.

9.04

(a) There shall be an earnest effort on the part of both parties to settle any grievance promptly through the following steps.

(b) Step 1

By way of a conference between the aggrieved employee and his immediate Supervisor, the employee may be accompanied by the Steward. The Supervisor or shall give his decision within four (4) days. Failing settlement the employee may go to Step 2 of the grievance procedure.

(c) Step 2

The grievance at this point shall be presented to the General Manager in writing by the aggrieved employee and the Steward within four (4) days of receipt of the provision in Step 1 but not thereafter. The grievance so written set out the facts giving rise to the grievance and shall advise the Employer of the nature of the claim so as to enable the Employer to deal with the grievance. The General Manager will give his written reply to the grievance within five (5) days. Failing settlement the Union may go to Step 3. A Union representative may be present at this stage of the procedure if the Employer receives written notice at least two (2) days prior

to the meeting of such intentions in order that a Labour Representative for the Employer can be made available.

(d) All Employer grievances suspension and discharge and Union group or policy grievances shall be presented at Step 2 of the Grievance Procedure.

(e) Step 3

In the event that a resolution of the grievance, satisfactory to the Union and Employer, does not result at Step 2, either the Union or the Employer may advance the grievance to the next step. This next step involves a selection from the following alternatives and must be taken by notice in writing within five (5) days of the date of completion of Step 2:

(i) Go to Arbitration as outlined below.

(ii) Utilize Section 87 of the Labour Relations Code of B.C. If such a choice is made, the option of using the procedure as outlined in Step 3 (1) shall not be available to the parties. Notifications of the use of Section 87 must be received within the time limits set out in Step 3.

9.05

The time limits as prescribed in the Grievance Procedure, Arbitration and Discharge Cases may be extended if requested in writing and by mutual agreement of the parties. It is agreed that Arbitrators appointed as per the Labour Relations Code may not in their discretion extend the time limits.

9.06

Should the Employer have or receive a Grievance as defined in this agreement the same course of action and steps will apply should the roles have been reversed.

9.07

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

ARTICLE 10 - ARBITRATION

10.01

When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party to this Agreement. This document must specify the specific issues of the grievance giving rise to the Arbitration.

10.02

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

10.03

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.

10.04

The Arbitrator shall hold a hearing as soon as possible and render his decision forthwith in writing after the hearing. The decision of the Arbitrator shall be final and binding between the parties.

10.05

The time limits and other procedural requirements set out in Article 9 are mandatory.

10.06

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

ARTICLE 11 — DISCIPLINE AND DISCHARGE

11.01

- (a) The Company agrees that an employee, other than probationary, bound by this Agreement may only be disciplined for "just and reasonable cause."
- (b) The Union acknowledges that probationary employees may be dismissed for reasons less serious than would justify the dismissal of an employee on the seniority list.

11.02

- (a) The Company agrees that if the Company chooses to implement written discipline, suspension or discharge on an employee, a Shop Steward shall be present; if one is not on shift at the time, the Company will contact the Local Union to arrange for a Local Union Officer to be present.
- (b) No entry shall be made on an employee's record regarding discipline unless the matter is first discussed with the employee. A copy of the disciplinary action shall be supplied to the employee and the union representative present at the meeting.
- (c) All employees shall be subject to progressive discipline in the form of a verbal warning, written warning, suspension or discharge according to the circumstances.

11.03 CANCELLATION OF RECORDED COMPLAINT

Any complaint recorded against an employee shall automatically be cancelled and removed from the employee's file after one (1) year unless another complaint for the same or similar offence occurs within one (1) year of the former complaint. Once a clear year has elapsed the complaint(s) shall be removed from the employee's file and no mention of the complaint(s) shall be made against the employee thereafter.

11.04 EMPLOYEE'S ACCESS TO THEIR FILE

The Company agrees that upon one (1) weeks written notice, an employee shall have the right to book a time with the Employer to review his/her personnel files. Employees must do this during a break or before or after work. Employees shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries on his/her file that he/she was not aware of at the time they were issued.

11.05 EMPLOYEE ACKNOWLEDGING DISCIPLINE

When an employee agrees to sign a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

ARTICLE 12 - SENIORITY

12.01 SENIORITY ENTITLEMENT DEFINED

Seniority is defined as the length of continuous service from date of hire.

12.02 SENIORITY LISTS

- (a) The seniority list shall contain the following information:
 - employee's name
 - date of seniority
 - employee's classification
- (b) The seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer within the thirty (30) day period.
- (c) At the time of posting a copy will be mailed to the Union office.
- (d) New employees will be added to the list at the time they attain seniority.
- (e) The seniority list shall be posted on January 1st and June 30th of each year.

12.03

- (a) Seniority will be lost when an employee:
 - (i) voluntarily terminates their employment;
 - (ii) is discharged for just cause;
 - (iii) is on layoff more than six consecutive months;
 - (iv) does not return to work on the date specified following an approved leave of absence other than medical.
- (b) Notwithstanding Article 12.03(a), should there be any lay-off of an employee as a direct result of renovations, the recall period shall be extended by the length of the closure due to renovations.

12.04

- (a) When lay-offs occur within any classification, the last employee hired shall be the first employee laid off within that classification. Notice as per the employment standards shall be given or payment in lieu thereof.
- (b) Employees shall be recalled back to work by telephone in the reverse order to which they were laid off. This recall shall be made with the shop steward present in order to eliminate controversy.

- (c) Employees shall be responsible to ensure that the Employer has their most current address and phone number. The Employer shall not be responsible for the failure of recall notice to reach an employee because the employee failed to notify the Employer of a change of information.
- (d) The Employer shall offer employees vulnerable to lay-off work in other classifications provided they possess the skills and ability to do the work in another classification.
- (e) A laid off employee will be given up to forty-eight (48) hours to respond to the recall without losing their future recall rights. If a laid off employee is not available by telephone for an immediate need by the hotel, the manager may call the next person on the recall list. Immediate need is defined as unscheduled business or illness of a short duration.
- (f) An employee will have the right to refuse a recall call of less than two (2) weeks without loss of recall rights provided he/she is not the last person on the recall list. If the last person on the recall list refuses a recall he shall be deemed to be off the list and the next person will then become last. The last person on the list will be the last person laid off.

12.05

- (a) Employees shall be able to refuse transfers by the Employer to another classification or department longer than sixty (60) calendar days.
- (b) The Employer shall have the right to refuse any application for transfer to another classification or department.
- (c) Employees who transfer out of the bargaining unit may sustain their seniority for a period of one (1) month. Should said employee exceed the aforementioned one (1) month they will relinquish all seniority rights previously held.

12.06 JOB POSTING

Job vacancies/newly created jobs shall be filled as follows:

- (a) When a new job(s) or job vacancy becomes available, the Employer will post the position for seven (7) working days.
- (b) Any employee may apply for the posted position on forms supplied by the Employer.

- (c) In making promotions the Employer shall first consider the senior applicant (s) who shall have the skills and or demonstrated aptitude to perform the function. If a suitable applicant is not found from within the bargaining unit the Employer may advertise and hire from outside the bargaining unit.
- (d) The Employer agrees to make a reasonable attempt to notify an employee (s) who may be on leave, sickness, disability or vacation about a job vacancy or newly created job and provide said employee with an application to post for the job, providing the employee has the ability to attend an interview within one week of the posting.
- (e) 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.

ARTICLE 13 - HOURS OF WORK

13.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) A departmental work schedule for two (2) weeks shall be posted in accessible locations to all employees concerned, indicating daily starting times and finishing times. Said schedules will be posted no later than four (4) days prior to the start of the two (2) weeks schedule.
- (b) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - not more than eight (8) hours in any one (1) day;
 - not more than five (5) working days in any seven (7) day period;
 - not more than forty (40) hours in any five (5) working day period.
- (c) Any hours which the Employer requires an employee to work in excess of the above shall be paid at time and a half ($\frac{1}{2}$) the hourly rate for the first three (3) hours worked and double time for all hours worked in excess of eleven (11) hours in any day.

13.02 SHIFT HOURS

All shifts assigned by the Employer must conform with the following guidelines:

- (a) Four (4) hour shifts will be the minimum shift permitted in any one (1) day.

- (b) Shifts of 5, 6, 7 or 8 hours may be assigned, subject to the provision of Article 13.05.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

13.03 MAXIMIZING THE LENGTH OF SHIFTS

- (a) While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of 7, 6, 5, or 4 hours.
- (b) The obligation outlined in (a) above shall not be construed as requiring the Employer to create split shifts. Split shifts will not be allowed.

13.04 ASSIGNMENT OF SHIFTS BY SENIORITY

- (a) Within departments and classifications, the Employer must offer and assign the longest shifts to employees with the most seniority. If a more senior employee declines a longer shift in favour of an available shorter shift, then the longer shift shall be again offered on a seniority basis.
- (b) The Employer must offer and assign all available forty (40) hour shifts to the employee with the most seniority before implementing shifts of lesser hours.
- (c) If a more senior employee declines the forty (40) hour shift in favour of an available shorter shift, they must file a restricted availability letter with the Employer first, then the (40) hour shift shall again be reassigned on a seniority basis.
- (d) Where an employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee.

13.05 TWO CONSECUTIVE DAYS OFF

All employees shall receive two (2) consecutive days off unless they request otherwise. All requests shall be in writing to the Employer.

13.06 TIME WORKED ON SIXTH AND SEVENTH CONSECUTIVE DAYS

Double time and a half (2½) shall be paid for all work performed on an employee's sixth (6th) and seventh (7th) consecutive days of employment.

13.07 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) hour worked - six and one half (6½) hours pay; and 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 and the extra half hour shall be at straight time. It's Management's obligation to confirm to the employee that the employee should take their break.

13.08 UNPAID MEAL BREAKS

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid rest break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall not be less than one half hour (½) nor more than one (1) hour on the employees own time. It will be at the Employer's discretion as to whether or not unpaid meal breaks can be extended to one (1) hour.

13.09 REST PERIODS

- (a) All employees are entitled to rest periods in accordance with the following schedule:
- Four (4) hours - one fifteen (15) minute rest period
 - Five (5) hours - one fifteen (15) minute rest period
 - Six (6) hours - one fifteen (15) minute rest period
 - Seven (7) hours - two (2) fifteen (15) minute rest periods
 - Eight (8) hours - two (2) fifteen (15) minute rest periods
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.
- (c) Time to commence when the employee arrives at the assigned rest area or a total of fifteen (15) minutes away from the employee's workstation.
- (d) Rest Periods

Where employees miss one or both of their fifteen (15) minute rest breaks and the Employer agrees (agreement will not be unreasonably denied), then in lieu of paid rest breaks under Article 13.07, employees may add one or both of their

fifteen (15) minute rest breaks to their meal break. In the application of this clause, employees shall not have their workday extended to accommodate breaks or rest periods.

13.10 EMPLOYEE'S RESPONSIBILITY: WORK START TIME

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 the Agreement.

13.11 WORK SCHEDULES

- (a) A work schedule for two (2) weeks shall be posted in a conspicuous place for the information of all scheduled employees. The work schedule shall contain the following information for each scheduled employee:
- employee's name
 - classification
 - day's off
 - starting and finishing times
- (b) It is the Employers responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) In the event that the Employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Employer will be responsible for notifying the employee of the change.
- (d) The Parties recognize that scheduling an employee eight (8) hours after his/her last shift may cause hardship. The Employer shall advise its managers to consider the impact of short rest periods when creating schedules.

13.12 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies or unexpected short term increase or loss of business 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' notice 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 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) two (2) hours pay unless the employee is unfit to perform their duties or the employee has failed to comply with the Industrial Health and Safety Regulations of the Worker's Compensation Board; or
 - (ii) where the employee commences 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 paragraph (1) applies.

ARTICLE 14 - VACATIONS

14.01 ANNUAL VACATION PAY CASUAL EMPLOYEES AND EMPLOYEES WITH LESS THAN ONE YEAR OF SERVICE

Employees with less than one (1) year of completed service will receive annual vacation pay in accordance with the provisions of applicable legislation.

14.02 ANNUAL VACATION AND PAY ENTITLEMENTS

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

Completed Annual Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 4 years	2 weeks	4%

4 years but less than 8 years	3 weeks	6%
8 years but less than 14 years	4 weeks	8%
14 years but less than 20 years	5 weeks	10%

- (b) "Consecutive years" as used herein, shall be understood to mean consecutive years of service with the same establishment subject to Article 14.01 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 earnings" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates from 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 vacation to be taken during that year.
- (b) Where vacation requests are submitted in January and February for time off after February 28th, the Employer shall respond in writing prior to March 15th as to whether or not the requests have been approved.
- (c) Where vacation requests are submitted for time off in January and/or 28th, February or where they are submitted after February they will be granted on a first come, first served basis and the Employer shall respond in writing within fourteen (14) calendar days as to whether or not the requests have been approved.

14.04 VACATIONS TO BE TAKEN BY DECEMBER 31ST

- (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. By January 15th of each year, the Employer will supply each employee with a summary of their vacation entitlement to be taken in that year.

ARTICLE 15 - SICK DAYS

15.01 THE BENEFITS HEREIN ARE NON-CUMULATIVE FROM YEAR TO YEAR

- (a) All cases of illness or injury, other than those instances which are out of the reasonable control of the affected employee, must be reported to the duty manager on the first day, a minimum of three (3) hours prior to the normal reporting time of the employee concerned.
- (b) Weekly indemnity will not be granted to employees in case of illness or accident which is compensable under the laws of the province of British Columbia.
- (c) The allowance for weekly indemnity shall only commence on the employee's seventh work day of illness and will be paid as per the employee's group insurance plan.
- (d) After the completion of the probationary period, employees shall accumulate sick days at a rate of three (3) hours per month for employees working less than eighty (80) hours but more than forty (40) a month and four (4) hours for employees working eighty (80) hours and more a month at their normal day's wages. Sick days can be accumulated from year to year to a maximum of one hundred and sixty (160) hours. Sick days can be used when other insurance plans are not available to employees. Employees will not be requested to supply a doctor's note should they miss one (1) day within a one (1) year period. Should an employee be asked to provide a doctor's note, the Employer will reimburse up twenty-five dollars (\$25.00) for the note.
 - (i) The Company will provide notice to employees who may lose coverage.
- (e) Upon request, to a maximum of four (4) times a year, the Company shall provide each employee with a written report identifying the employee's accrued sick leave time. Request must be made to the General Manager via email or in writing. Response to the employee will be within two (2) weeks.
- (f) The Employer may change insurance carriers at any time provided the union is notified ninety (90) days in advance and the benefits are mirrored or exceed the present Group Benefits plan.
- (g) An employee will not be entitled to weekly indemnity while on vacation.

- (h) In doubtful cases, or, in cases of extended illness, the plan reserves the right to request a doctor's certificate or to appoint another doctor, other than the one providing the certificate, in order to establish the facts of the case.

ARTICLE 16 - FRINGE BENEFITS

16.01

- (a) All fringe benefits are enclosed in this Article. Any employee of the Travelodge Hotel shall have the right to enroll in the Hotel's Group Insurance Program with current coverage of sickness, dental, accident, and life insurance. Enrolment shall be subject to eligibility requirements as outlined in the above mentioned Benefit Schedule. The Employer will pay one hundred percent (100%) of the coverage for the employee group insurance plan.
- (b) Employees who work an average of twenty (20) hours or more per week for seven (7) weeks out of a rolling ten (10) week period will be eligible for benefits in following with this Article.

16.02 B.C. MEDICAL SERVICES PLAN (MSP)

- (a) Effective November 1, 2002, the Employer shall commence payment of one hundred percent (100%) of the cost of the B.C. Medical Services Plan for all employees and their dependents who have completed the probationary period and are regularly scheduled to work twenty (20) or more hours per week.
- (b) An employee who is eligible for this benefit may opt out of participating in the B.C. Medical Services Plan via his/her employment with the Employer. An employee, who has opted out, may opt in later upon providing at least thirty (30) days written notice in order that this provision can take effect as of the first of the month following the notice period.

ARTICLE 17 — BEREAVEMENT

17.01

- (a) A non-probationary employee will be granted five (5) days off without loss of pay if he/she was scheduled to work at the time in the event of the death of a member of his/her immediate family.

- (b) "Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse, father-in-law or mother-in-law, current brother-in-law, current sister-in-law, grandparents, grandchildren, step-parents and 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 the purpose of this article, "spouse" shall be defined to include common law spouse with whom the employee has cohabitated for a minimum of one year.

ARTICLE 18 - WORK LOADS RE: ROOM ATTENDANT/LAUNDRY

18.01

- (a) Room Attendants/Laundry employees scheduled to clean no more than sixteen (16) rooms per shift will be paid for eight (8) hours on the basis of eight and one half (8½) hour shift with two (2) fifteen (15) minute paid coffee breaks, as per Article 13.09, and one (1) thirty (30) minute unpaid lunch break. Each Room Attendant/Laundry will clean sixteen (16) rooms per eight (8) hour shift, as well as vacuuming the hallways on the floor assigned and participate in a ten (10) minute stretching exercise each morning.
- (b) The Parties shall establish a consultation committee which will meet on a regular basis. The purpose of the committee is to promote the cooperative resolution of workplace issues, including workload, to respond to and adapt to change in the economy, to foster the development of work related skills and to promote workplace productivity.
- (c) When a Room Attendant/Laundry enters a room and it becomes clear that the room cannot be completed in the allotted time, the Room Attendant/Laundry will immediately contact the Housekeeping Manager and advise him or her of the circumstances. The Manager or Supervisor will then assess what assistance is necessary, if any. Pending the outcome of the assessment, the Manager or Supervisor may arrange assistance for completion of the assignment, may reduce the number of rooms assigned on that particular day, or may allow the room to be carried over to the next day's inventory. It is understood that when a Room Attendant/Laundry completes his or her serviced room workload prior to the end of the shift, he or she may be assigned to assist other Room Attendants/Laundry who due to circumstances are unable to complete their own workload.
- (d) The allocation of rooms to individual employees shall be done on a fair and equitable basis, wherever possible.

- (e) The Company will provide adequate supplies and equipment for Room Attendant/Laundry duties at the beginning of each shift.
- (f) New employees will be given adequate training and will shadow another employee.

ARTICLE 19 - GENERAL

19.01

The Employer agrees to post a copy of the house rules upon the signing of this Agreement. Any amendments to the rules following the signing of the agreement shall be sent to the Union Office and a meeting held to inform the staff members of said changes or additions.

19.02

Employees shall be paid every second (2nd) Friday. The Employer will provide a separate or detachable itemized statement with each pay cheque showing the number of hours at straight time, overtime, the wage rate, and itemized deductions from the amount earned.

19.03

Employees shall be allowed to leave the premises in order to obtain meals so long as they return to their place of work before the conclusion of their meal period as per the house rules.

19.04

An employee shall be entitled to parental leave as per the *Province of British Columbia Employment Standards Act*. Health and Welfare benefits will be maintained at the level provided for in the Collective Agreement.

19.05

All negotiations for Collective Agreements and/or meetings regarding grievances will be conducted in a smoke free environment.

19.06

The Employer shall reimburse the Union, two hundred and fifty dollars (\$250.00) for the cost of printing a sufficient number of copies of this Collective Agreement.

ARTICLE 20 - HEALTH AND SAFETY

20.01

- (a) The Parties recognize that they have obligations pursuant to the *Human Rights Act*. The Company agrees to consult the Union with respect to and throughout the accommodation process.
- (b) The Employer agrees to institute and maintain necessary precautions to provide every employee a safe and healthy workplace.
- (c) The Employer shall comply with all applicable provincial and municipal Health and Safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice that may be improved upon by agreement of the Health and Safety Committee.
- (d) A Health and Safety Committee shall be established which is composed of a minimum of two (2) Union members chosen by the Union. At no time shall the number of Employer members be allowed to out-number the amount of Union members.
- (e) Two (2) Co-Chairpersons shall be elected (or a Chairperson and a secretary) from and by the members of the committee. Where one of the Chairpersons is an Employer member, the other shall be a Union member and vice-versa.
- (f) The Committee shall insist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with appropriate government regulations.
- (g) Time spent by the members of the Committee in course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

20.02 CONFIDENTIALITY OF HEALTH INFORMATION

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

20.03 FIRST AID ATTENDANT

Employees who take time off at the direction of the Employer to take a recognized Industrial First Aid Program shall not suffer a loss of regular pay.

20.04 INJURY AT WORK

- (a) An employee who is injured while at work, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of his/her work day at his/her regular rate of pay.
- (b) An employee who is injured while at work shall be provided transportation, when necessary, at the expense of the Employer to the nearest medical clinic or physician for initial treatment.

ARTICLE 21 - WORKPLACE HARASSMENT AND PREVENTION

21.01 DISCRIMINATION/HARASSMENT PROHIBITED

The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Harassment includes demeaning and abusive behavior. Action contravening this policy will constitute grounds for discipline.

21.02 SEXUAL HARASSMENT

Sexual harassment means any repeated and/or unwelcomed word or actions made by a person who knows or ought to know it is unwelcome and includes but is not limited to the following:

- Unnecessary touching or petting;
- Suggestive remarks or other verbal abuse;
- Leering at a person's body;
- Compromising invitations;
- Demands for sexual favours;
- Physical assault.

21.03 COMPLAINT PROCEDURE

A complainant wishing to file a formal complaint of harassment may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the General Manager or their designate and the President of the Local Union and deliver a copy to the alleged harasser.

21.04 INVESTIGATION

The parties agree that in the event of a formal complaint of sexual harassment it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

21.05 RIGHT OF ARBITRATOR

An Arbitrator hearing a complaint or grievance under this article shall have the authority to:

- Dismiss the grievance or complaint;
- Determine the appropriate discipline up to and including dismissal;
- Decide that the alleged harasser be transferred, demoted or decide to impose other terms or conditions necessary to provide final and conclusive settlement of the grievance;
- In no event shall the Arbitrator have the authority to alter, modify, or amend the Collective Agreement in any respect.

21.06 TRANSFER OF HARASSER

Where sexual harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

21.07 HUMAN RIGHTS COMPLAINT

Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona-fide complaint of sexual harassment, including but not limited to hearing a Human Rights complaint.

ARTICLE 22 - PAID EDUCATION LEAVE

22.01 PAID EDUCATION LEAVE

Effective September 1, 2013, the Employer agrees to pay into a special fund three cents (3¢) per hour per employee for all worked hours for the purpose of providing paid education leave. Such leave shall be for upgrading the employee's skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, Unifor, effective from the date of ratification. Cheques shall be made payable to:

Unifor Paid Education Leave Program
Unifor
205 Placer Court
Toronto, ON M2H 3H9

The Employer further agree that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

ARTICLE 23 - DEFINITIONS

23.01

"DEPARTMENT" is defined as:

- Housekeeping/Laundry
- Maintenance
- Front Desk 7 a.m. to 11 p.m. excluding all Night Auditors and functions

ARTICLE 24 - JOB CLASSIFICATIONS

24.01

The classified wage rates provided in the attached applicable Schedule "A" shall cover the job descriptions and classification of labour within the jurisdiction of Local 3000 and shall remain in effect throughout the specified or extended term of this Agreement. Notwithstanding anything to the contrary in this Agreement, new probationary hired employees may receive the applicable rate less fifteen percent (15%). The employee will then go on the full classified rate as outlined in Schedule "A".

ARTICLE 25 - NEW CLASSIFICATIONS

25.01

When the Employer establishes a new position within the bargaining unit, or substantially alters an existing position, the wage shall be established by the Employer and written notice shall be given to the Union. The Union shall have thirty (30) days in which to object to the wage rate. If an objection is filed, the Employer and the Union shall meet within fourteen (14) days to discuss the wage rate and endeavour to settle it. If there is no agreement, the matter may be referred to Arbitration in accordance with Article 9.

ARTICLE 26 - EXTENT

26.01

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition, or provision, which would be inferior 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 the 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 provisions 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.

ARTICLE 27 - LEAVES OF ABSENCE

27.01

The Employer shall grant a leave of absence without pay to not more than one (1) employee from the bargaining unit, who is selected to attend Labour Conventions, union education or to serve on any official Union business. The Employer shall be given fourteen (14) days' notice, in writing, and shall not incur any increase in cost as a result of the leave. The employee will suffer no loss of rights formerly enjoyed before such leave was granted.

27.02

Special leave of absence without pay up to four (4) months, without loss of seniority or loss of any rights and privileges may be granted for valid personal reasons. Applications for leave under this section showing date of commencement, duration of leave, date of return and the reason for the leave, must be given to the General Manager or his designate in writing at least four (4) weeks before the leave is to be taken, or in an emergency situation that the General Manager or his designate be advised at the earliest possible time. Such permission shall not be unreasonably withheld. In situations other than emergencies, the General Manager or his designate will reply in writing to the

employee within ten (10) days after the receipt of the request for said leave. On return to work, the employee shall be placed in his old position.

It is understood between the parties that an employee who works for another Employer while on leave of absence, as herein provided, shall be deemed to have terminated his employment with the Employer unless such permission has been granted in writing by the Employer in advance of commencement of said leave.

27.03

Employees who serve on a jury duty or subpoenaed as witness for the Crown shall be granted leave of absence for this purpose and the Employer shall make up the difference in pay from that paid by the Crown.

27.04 LEAVE FOR UNION BARGAINING COMMITTEE

- (a) When employees are selected to sit on the Union Bargaining Committee they shall be granted, upon reasonable notice, a leave of absence without pay to attend to all business related to the negotiation of a revised Collective Agreement.
- (b) All time off work under this clause shall be considered time worked for the purposes of statutory holidays, vacation time, seniority, health and welfare benefits and any other applicable benefit or right under the Collective Agreement.

ARTICLE 28 - NO STRIKE OR LOCK OUT

28.01

In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that there will be no strike, study sessions, slowdowns or stoppages of work, either complete or partial, and the Employer agrees that there will be no lock-out during the life of this Agreement.

ARTICLE 29 - UNIFORMS

29.01

The Employer shall maintain their current uniform policy and practice with respect to supplying uniforms to staff when needed and paying for cleaning of laundry service.

29.02

If and whenever any special uniforms are required by the Employer, the Employer agrees that it will supply the same at its own expense.

If and whenever the Employer supplies a washable uniform, the employee shall be required to launder, repair, and at all times take reasonable care to maintain the quality of uniform as may be designated from time to time by the Employer, at the employee's expense for cleaning. Employees' who work an average of one hundred and forty (140) hours or more each month will have their uniforms replaced as required, but at least annually. Employees who work less hours will have their uniforms replaced as needed.

ARTICLE 30 - LABOUR RELATIONS CODE

30.01 JOINT CONSULTATION

The parties shall meet every four (4) months at mutually convenient times in order to promote the resolution of workplace issues and improvements to productivity. Unless the parties agree otherwise, those attending these meetings shall include the Director of Operations (or designate), the General Manager, a Local Union Officer and the Chief Steward.

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

ARTICLE 31 - PAID HOLIDAYS

31.01

All employees covered by the Agreement will be entitled to the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

If any other provincial holiday is proclaimed then it will be substituted for Boxing Day.

31.02

An employee will be qualified for the holiday and pay in accordance with the *Employment Standard Act of British Columbia*.

ARTICLE 32 - CONTROL OF ABSENTEEISM

32.01

Recognizing that the absenteeism by employees creates staffing and scheduling problems, disruption of 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.

- (a) 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.
- (b) 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 absence will be just and reasonable cause for discipline.
- (c) Where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain satisfactory attendance record in fulfillment of the employment relationship with the Employer, the Employer may terminate the services of the employee.
- (d) 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 the 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.

ARTICLE 33 - DURATION OF THE AGREEMENT

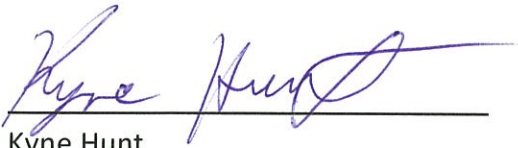
33.01

This Agreement shall continue in full force and effect for the period from and including the 1st day of September, 2019, to and including the 31st day of August, 2022 and thereafter from year to year, either Party may, not less than thirty (30) days or more than sixty (60) days before the expiry date or any succeeding anniversary date of the said Agreement, give notice in writing, to the other Party to terminate or to negotiate revision thereof.

SIGNATURE PAGE

DATED this 7th day of August, 2020.

For the Company:
Richmond Airport Enterprises (dba)
The Travelodge Hotel
Vancouver Airport



Kyne Hunt
Regional Director of Operations



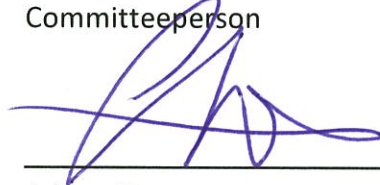
Karim Damji
General Manager

For the Union:
Unifor and Its Local 3000

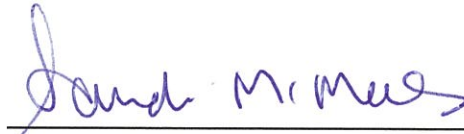
Gagan Dhillon
Committeeperson



Jiraporn Bunjoo
Committeeperson



Adrian Burnett
President Local 3000



Sandi McManus
National Representative

SCHEDULE "A"

WAGES

	2018	2019 September 1 2%	2020 September 1 2%	2021 September 1 2%
FRONT DESK	\$18.47	\$18.84	\$19.22	\$19.60
FRONT DESK SUPERVISOR	\$18.74	\$19.11	\$19.50	\$19.89
MAINTENANCE	\$17.44	\$17.79	\$18.14	\$18.51
HOUSEKEEPING SUPERVISOR	\$18.56	\$18.93	\$19.31	\$19.70
ROOM ATTENDANT/LAUNDRY	\$18.27	\$18.64	\$19.01	\$19.39

Wages to be retroactive to September 1, 2019.

Shift Premiums

Employees working as Room Attendant/Laundry will receive a premium of fifty cents (\$0.50) per hour for all hours worked between midnight and 7:00 AM.

Benefits

Eyewear increase to two hundred dollars (\$200.00) every twenty-four (24) months.

LETTER OF UNDERSTANDING #1

Between:

Richmond Airport Enterprises
(DBA) The Travelodge Hotel Vancouver Airport

And:

Unifor and Its Local 3000

RE: GRATUITIES

Gratuities or tips left for Room Attendant/Laundry will be the sole property of the Room Attendant/Laundry who receives the gratuity. In the event that it is unclear that it was the intention of the guest to leave the gratuity for the Room Attendant/Laundry, it will be held by the Manager on Duty for claim by the hotel guest for a period of three (3) days, and then returned to the Room Attendant/Laundry.

LETTER OF UNDERSTANDING #2

Between:

Richmond Airport Enterprises
(DBA) The Travelodge Hotel Vancouver Airport

And:

Unifor and Its Local 3000

RE: LOST AND FOUND ITEMS

Any items found in the Hotel must be given to the designated manager. If, after three (3) months the item has not been claimed, it will be given to the person(s) who found it.

LETTER OF UNDERSTANDING #3

Between:

Richmond Airport Enterprises
(DBA) The Travelodge Hotel Vancouver Airport

And:

Unifor and Its Local 3000

RE: ROOM ATTENDANT/LAUNDRY EMPLOYEE

Room Attendant/Laundry shifts will be scheduled starting at 8:00 a.m. on weekdays and 9:00 a.m. on weekends.

Notwithstanding the forgoing, the Company reserves the right to change the start time for Laundry at any time provided that it first discusses any changes with the Union.

It is recognized and understood that there will be times when business demands may require changes to these start times.

LETTER OF UNDERSTANDING #4

Between:

Richmond Airport Enterprises
(DBA) The Travelodge Hotel Vancouver Airport

And:

Unifor and Its Local 3000

RE: WOMAN'S ADVOCATE

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize that the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The advocate shall advise the GM in circumstances when the access to a confidential phone line or room maybe required. The GM shall make reasonable efforts to provide same when the circumstances require it subject to legitimate needs of the business.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the female Women's Advocate providing contact numbers to reach the Women's Advocate.

Subject to the operational needs of the business, the Women's Advocate may have a three day unpaid leave of absence to attend Union courses related to violence against women. For clarity, the Union must provide at least fourteen (14) days advance written notice before any such leave commences and attendance at the course shall not result in any additional costs to the Company.

LETTER OF UNDERSTANDING #5

Between:

Richmond Airport Enterprises
(DBA) The Travelodge Hotel Vancouver Airport

And:

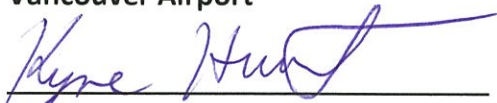
Unifor and Its Local 3000

RE: PAYROLL ERROR

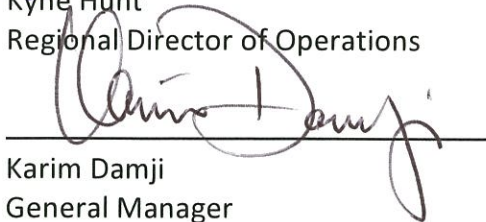
In the event of a payroll error by the Employer that exceeds twelve (12) hours or more, the Employer will issue a separate cheque and pay the employee within seven (7) business days, unless the employee agrees to wait until the following payroll.

DATED this 7th day of August, 2020.

For the Company:
Richmond Airport Enterprises (dba)
The Travelodge Hotel
Vancouver Airport



Kyne Hunt
Regional Director of Operations



Karim Damji
General Manager

For the Union:
Unifor and Its Local 3000



Gagan Dhillon
Committeeperson



Jiraporn Bunjoo
Committeeperson



Adrian Burnett
President Local 3000



Sandi McManus
National Representative