

COLLECTIVE AGREEMENT

Between

Hampton Inn & Suites Langley/Surrey



(hereinafter referred to as the EMPLOYER)

And



(hereinafter referred to as the UNION)

Effective: June 1, 2021 – May 31, 2023

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ARTICLE 1 - INTRODUCTION

1.01 PURPOSE

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 20 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the employees.

1.02 GENDER REFERENCES

All Articles and Clauses referred to in this Agreement apply equally to both male and female employees.

ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT

2.01 DURATION

- (a) This Agreement shall be for the period June 1, 2021 to and including May 31, 2023. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.
- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout, or
 - (iii) the parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

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

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

2.03 STRIKES AND LOCKOUTS

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

2.04 CONTRACTED SERVICES

The Employer agrees that all work normally performed by members of the bargaining unit will not be contracted to third parties. The Employer may subcontract work to other businesses or individuals under the following conditions:

- (a) Such services are part of those contracted prior to the date of this Agreement;
- (b) The Employer does not possess the necessary facility or equipment;
- (c) The Employer cannot provide the specific quality or is unable to meet projected time limits;
- (d) Where it is necessary to do so for security purposes;
- (e) Where volume exceeds the hotel's ability to provide, e.g. laundry.

2.05 EXTENT

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision, which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part 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.

2.06 HAMPTON INN CULTURE

The parties understand that work at the Hampton Inn is dependent upon employees working together to provide the highest standards to our guests as part of the Hamptonality Culture.

ARTICLE 3 - UNION RECOGNITION

3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for 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.

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

3.02 RECOGNITION OF LEGAL PICKET LINES

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this Article, a "legal picket line" shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code of British Columbia.
- (b) The Union agrees to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

3.03 PERFORMANCE OF BARGAINING UNIT WORK

Management may perform work of the bargaining unit consistent with past practices of the Hotel. These practices include: assistance for breaks, customer surges, and needs and specific tasks; for purposes of instruction, experimentation, or personnel shortages. Trainers shall not displace or replace any employees.

3.04 HARASSMENT/ BULLYING AND DISCRIMINATION

- (a) The Company and Union agree that discrimination/harassment/bullying of or abusive conduct towards an employee because of any prohibited grounds as stated in the human rights code is absolutely prohibited.

Every employee has the right to work in an environment of mutual respect, free from discrimination/harassment and bullying and treated with integrity trust and respect.
- (b) An employee who alleges that he or she has been harassed, discriminated against or bullied, may file a grievance pursuant to Article 20.
- (c) In the event an employee alleges that they have been harassed, sexually harassed/discriminated against or bullied by another employee the Employer and Union shall carry out a joint investigation of the complaint. If an employee alleges harassment, discrimination or bullying by a member of Management the Employer shall carry out forthwith an independent investigation into the allegation. The Employer shall advise the Union within ten (10) days that such an investigation has taken place
- (d) The Employer shall post conspicuously in the work place, a policy regarding harassment, discrimination and bullying.

3.05 BULLETIN BOARDS

The Union will have the exclusive use of one (1) bulletin board provided by the Company, which will be located in the lunchroom. The size of the bulletin board shall not be smaller than two (2) feet by three (3) feet.

3.06 UNION INVESTIGATION OF THE STANDING OF EMPLOYEE'S CONDITIONS

- (a) The Employer shall allow the properly authorized Representative of the Union to investigate the standing of all employees' conditions, who may be accompanied by an Employer Rep from time to time, to see that this Agreement is being enforced. The Employer is entitled to require an individual to substantiate that they are an authorized Representative of the Union.
- (b) When access is required for purposes of such investigation, the Union Representative will notify the Employer in advance.
- (c) Access will not be unreasonably denied by the Employer.
- (d) The investigation must not result in any disruption with the Employer's operations or affairs, and it must not result in any employee or employees neglecting her work duties and responsibilities.

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 Act.

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 matter must be reported immediately to the Department Supervisor, after which 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) The complainant shall be paid for up to two (2) days, with any additional time needed to be claimed through WCB;
- (e) This Article does not limit Management's ability to discipline employees.

ARTICLE 4 - UNION SECURITY

4.01 MEMBERSHIP

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

4.02 NEW EMPLOYEES

- (a) The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this Collective Agreement, and refer such employees to the Union for purposes of obtaining a Union card.
- (b) All employees, as a condition of employment, shall sign a Union Membership Application Card before commencing work.
- (c) The Employer agrees that it shall provide the name, classification and first schedule of a new hire to the Shop Steward.

4.03 CHECK-OFF: ASSIGNMENT OF WAGES

- (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 and Union dues.

4.04 CHECK-OFF: PROCESS AND PROCEDURES

- (a) The Employer agrees to deduct initiation fees, union dues, 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 that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this Article, are to be forwarded to the Secretary of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses, email addresses if known, telephone numbers and social insurance numbers of new employees hired, on or before the 15th day of the month after the monies 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, 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

reflecting the new amounts to be deducted, prior to making such deductions.

- (e) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it.

ARTICLE 5 - UNION STEWARDS

5.01 SHOP STEWARDS

- (a) The Union shall appoint from among the employees, and the Employer shall recognize, Shop Stewards. The duties of the Shop Steward shall be to assist in the reporting and resolution of all grievances.
- (b) The Employer agrees to recognize a duly appointed or elected Shop Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Shop Steward's first obligation is the fulfillment of her responsibilities as an employee. During her working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (d) The Union Steward must not leave her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The approved time which is spent by Stewards during her regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) Under no circumstances shall a Steward take any action or issue any instruction which will interfere with the operation or affairs of the Employer, or with the Management of or direction of the work force.
- (g) The Shop Steward shall not be discriminated against or disciplined for the proper performance of her duties on behalf of the Union.

5.02 MANAGEMENT AND UNION STEWARDS MEETING

- (a) Upon request a person or persons designated by the Employer and empowered to act on a subject will meet with the Union Stewards on a monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement. It is agreed that the Union Staff Representative may attend these meetings from time to time.
- (b) All Stewards will be permitted to attend such meetings without loss of pay. Meetings will be scheduled at the Employer's discretion.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.

- (d) Where the Shop Steward agrees there are no problems it will not be necessary to convene the monthly meetings.
- (e) It is agreed that this Article satisfies the requirement for a joint consultation committee for the purposes of Section 53 of the Labour Relations Code.

ARTICLE 6 - RESERVATIONS TO MANAGEMENT

6.01 RIGHTS RESERVED

The Union recognizes and agrees that except as expressly abridged, restricted, granted, or modified by this Agreement, all of these rights, and authority which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

6.02 MANAGEMENT RIGHTS

Without limiting the generality of the foregoing, the Employer shall have the exclusive right, subject to the provisions of this Agreement, to:

- (a) hire, direct, and assign work to employees;
- (b) promote, demote, transfer, lay off, recall, or retire employees;
- (c) suspend, discipline, and discharge employees for just and reasonable cause;
- (d) evaluate job performances;
- (e) establish new, and abolish existing, job classifications;
- (f) establish job requirements, including the determination of the experience, skills, abilities, training, and qualifications required to perform the work;
- (g) establish, maintain, and enforce rules and regulations that are not inconsistent with this Agreement;
- (h) maintain order, discipline, and efficiency, and;
- (i) determine the methods of operation, the amount of supervision, the schedules of work, the rotation of shifts, the hours and days of work, and the number of employees required at any given time.

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

ARTICLE 7 - PROBATIONARY PERIOD

7.01

- (a) Employees hired after the date of ratification will be on probation for one hundred twenty (120) days.
- (b) Where a written performance evaluation indicates doubt as to the probationary employee's suitability for status as a regular employee, the Employer may extend the probation period of sixty (60) calendar days.

- (c) If there is more than one (1) probationary employee in a classification, the majority of hours on a weekly basis shall be assigned based on the date of hire.

7.02 STARTING RATE

The starting rate for all newly hired employees shall be:

- (a) For the first six (6) months of employment, fifteen percent (15%) less than the applicable classification wage rate contained in Appendix A.

ARTICLE 8 - HOURS OF WORK

8.01 NORMAL STRAIGHT TIME HOURS OF WORK

- (a) The normal straight time hours of work assigned by the Employer shall conform with the following guidelines:
 - (i) not more than eight (8) hours in any one day
 - (ii) not more than five (5) working days in any seven (7) day period;
 - (iii) not more than forty (40) hours in any five (5) working day period.
- (b) Any hours which the Employer requires an employee to work in excess of the above or the 6th day shall be paid at one and a half times the hourly rate. They shall be paid double time for any hour worked on their seventh (7th) day.
- (c) When overtime is required, it will be offered in seniority order to employees who are currently on shift. While senior employees may refuse overtime, the Employer can require junior employees to work overtime to meet operational requirements.

8.02 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.
- (c) All hours worked up to and including eight (8) hours in any one (1) day will be paid at the straight time rate.

8.03 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.

8.04 OPTIONAL HOURS OF WORK ON SIXTH DAY

Notwithstanding the provisions of Articles 8.01 and 8.07, the parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement. Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on the sixth (6th) consecutive day, provided that the additional hours do not result in the employee working more than forty (40) hours in the six (6) days at straight time. Such an employee may decline the additional hours without affecting his or her rights under this Agreement. All sixth (6th) shifts must be offered in order of seniority.

8.05 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.

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

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

Where an employee is scheduled for less than eight (8) hours in a day, the shift cannot be extended unless by consent of the employee.

- (b) Employees may exchange shifts with prior authorization of the Employer, and the Employer shall not unreasonably withhold authorization. There shall be no increased cost to the Employer should employees exchange shifts with the Employer's authorization, and there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

8.06 DAYS OFF

The Employer shall endeavor to schedule consecutive days off except where it is an operational requirement.

8.07 TIME WORKED WHEN CHANGING TO AND FROM DAYLIGHT SAVINGS

An employee will be paid for actual hours worked when changing to and from daylight savings time. An employee that works an additional hour over eight (8) in the day will be paid an hour at overtime rates. An employee that works one (1) hour less shall be paid one (1) hour less.

8.08 PAYMENT FOR TIME IN LIEU OF BREAKS

Employees who cannot get rest periods or meal breaks shall be paid five and one-half (5½) hours worked - six (6) hours pay; six (6) hours worked - six and one-half (6½) hours pay; seven and one-half (7½) hours worked - eight (8) hours pay; eight

(8) hours worked - eight and one-half (8½) hours pay. There shall be no deliberate bankrolling of purported violations of this Clause by any employee.

8.09 UNPAID MEAL BREAKS

All employees working shifts of five (5) to eight (8) hours are entitled to a thirty (30) minute unpaid meal break between the third (3rd) and fifth (5th) hour of work.

8.10 REST PERIODS

All employees are entitled to two (2) paid ten (10) minute rest periods, one in each half (½) of his shift.

8.11 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 any time, or in a manner inconsistent with the terms of this Agreement.

8.12 WORK SCHEDULES

- (a) The Employer agrees to post all Work Schedules by Thursday at 5:00 p.m. for the following week. The Work Schedule 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
 - Days Off
 - Starting and Finishing Times
- (b) The parties recognize that scheduling an employee eight (8) hours after his/her last shift may cause hardship. The Employer shall advise its Manager's to consider the impact of short rest periods when creating schedules.
- (c) It is the Employer's responsibility to keep the Work Schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted Work Schedule for changes.
- (d) 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.
- (e) An Employer will provide the Shop Steward with a copy of the Work Schedule and any changes thereto. All changes to the Work Schedule shall be dated.

8.13 CHANGES IN WORK SCHEDULES

- (a) In situations other than emergencies, the scheduled employees are entitled to forty-eight (48) hours' notice of any change in her respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give notice of less than forty-eight (48) hours, but not less than twenty-four (24) hours, when changing work schedules.
- (c) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Employer with notice at the earliest possible time, or to have someone else notify the Employer on her 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 her work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:
 - (i) where the employee does or does not commence work, four (4) hours work and/or pay unless her work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case, the employee will receive two (2) hours pay.
- (f) Any employee whose schedule has been modified due to illness or injury as defined in Article 16.03 will receive notice required in Article 8.13 (b) and (c).

ARTICLE 9 - SENIORITY

9.01 SENIORITY ENTITLEMENT DEFINED

- (a) Seniority: For the purpose of this Agreement, "seniority" shall be defined as an employee's total length of continuous service as date of hire.
- (b) Department: For purposes of this Agreement, the term "department" shall be understood to mean those departments identified within this Agreement.
- (c) Seniority is used to determine the order of layoff and recall within a classification within a particular department, and the scheduling of shifts.
- (d) Annual Vacation entitlement will be determined by the employee's total years of service in the hotel and the employee shall be granted holidays according to her established seniority.

- (e) While the Employer has no obligation to offer extra work to any person outside the classification, should it be decided to offer such work to persons inside rather than outside the hotel, the principles of seniority first within the department and then within the hotel will apply, provided such senior person possesses the necessary skill and ability to perform the full measure of the work required.

9.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT

A probationary employee does not have seniority during the probation period, but upon successful completion of the probationary period, the employee is then credited with seniority as per her date of hire.

9.03 SENIORITY LISTS

- (a) The Employer agrees to post departmental seniority lists on or before the first day of February and the first day of August in each year. The Seniority List shall contain the following information:
 - 1. Employee's name;
 - 2. Date of seniority;
 - 3. 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 during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the Seniority Lists shall be given to the Shop Steward and one copy to the Union Staff Representative.
- (d) New employees will be added to the list at the time they attain seniority.
- (e) At the time of posting the Seniority List, the Employer will provide the Union with a list of all employees which will include their addresses, email address if known, and phone numbers.

9.04 ACCRUAL OF SENIORITY

Seniority will be based on date of hire which shall include:

- (a) Time lost as a result of occupational illness or injury;
- (b) Non-occupational illness or injury;
- (c) Maternity and Parental leave in accordance with Employment Standards Act.

9.05 SENIORITY RETAINED BUT NOT ACCRUED

Seniority will be retained but not accrued during any period of absence not directly paid for by the Employer except as noted in 9.04 above.

9.06 SENIORITY LOST

Seniority will be lost when an employee:

- (a) receives severance pay in accordance with this Agreement under Article 16.06;
- (b) voluntarily terminates her employment;
- (c) is discharged for just and reasonable cause;
- (d) is on layoff more than five (5) consecutive months;
- (e) does not return to work on the date specified following an approved leave of absence other than medical;
- (f) should there be a layoff of an employee as a result of renovations, the recall period shall be extended by the length of the closure due to renovations.

ARTICLE 10 - JOB POSTING, TRANSFERS, LAYOFF AND RECALL

10.01 JOB POSTING

- (a) Openings in classifications which are known in advance of the date they are required will be posted with the work schedules for a period of seven (7) days in order that employees currently on payroll may have the opportunity to apply to fill the opening.
- (b) Postings, which are referred to in this Article, shall not apply to the filling of vacancies that are temporary by reason of illness, vacation, or other leaves. A temporary absence shall be considered an absence that is not expected to be more than sixty (60) days in length. In assigning such temporary hours, the principles of seniority and ability first within the classification, then within the department and finally within the Hotel will apply.
- (c) The Employer, when considering applicants for job openings, will apply seniority, provided however, that the employee who claims the right to exercise his/her seniority for the purpose of such promotion possesses the primary qualifications of efficiency and ability to satisfactorily perform the work required.

10.02 POSTING APPOINTMENT

- (a) Any employee who is granted a posting appointment by the Employer shall be on a trial period for up to sixty (60) days. During this trial period, the employee must demonstrate that they can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should they decide during the trial period that they do not want to continue in the job then the employee will be returned to her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.

10.03 LAYOFF AND RECALL PROCEDURE

- (a) When layoff occurs within a department, the employee with the least seniority within the particular classification shall be the first laid off.
- (b) Employees who restrict her availability for hours of work or work schedules will not be protected by her seniority for recall.
- (c) An employee who has been laid off and wishes to be recalled must insure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting her recall rights.
- (d) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact or registered mail. Any employee failing to report for duty within forty-eight (48) hours, excluding Saturday and Sunday from the time of such notification, shall be considered to have resigned without notice.
- (e) In the event of a layoff, employees shall have the right to bump to a previously held classification or in the case of recall, return to her previous classification.

ARTICLE 11 - ADMINISTRATION

11.01 WAGE RATES

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

11.02 COMBINED CLASSIFICATIONS

Where an employee is assigned a position, which combines two (2) or more classifications of work (except as otherwise provided) they shall be paid at the rate of the highest classification provided they work in such higher classification for four (4) or more hours during any particular shift. But the hotel may not, by virtue of this rule, evade the hiring of an employee in a higher classification where such employees in a higher classification would normally be hired according to the usages of the trade. If the employee works at the higher classification for less than four (4) hours they shall then be paid the higher rates for the actual amount of time, accordingly.

11.03 NEW CLASSIFICATIONS

It is agreed that job classifications and wage rates not specifically set out in the attached appendix of this Agreement shall be included in the schedule by mutual consent of both parties to this Agreement. If unable to agree, either party may invoke the grievance procedure as defined in this Agreement.

11.04 PAYMENT OF WAGES UPON TERMINATION, LAYOFF OR RESIGNATION

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of her resignation.

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

11.05 ELECTION DAYS

No wages shall be deducted for time lost on election days. The regular work schedule will prevail for Federal and Provincial elections.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 STATUTORY HOLIDAYS

The following shall be considered statutory holidays:

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

12.02 STATUTORY HOLIDAY FALLING ON DAY OFF

In the event that an employee's day off falls on a statutory holiday the employee shall receive her normal day's wages as calculated in 12.03 (b).

12.03 PAYMENT FOR STATUTORY HOLIDAY

- (a) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For purposes of this Article, a normal day pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal day pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.
- (c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half (1½) times her normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above.

- (d) An employee who works more than her regularly scheduled hours shall be paid as per Employment Standards for any additional hours worked.

12.04 ELIGIBILITY FOR STATUTORY HOLIDAY PAY

- (a) To be eligible to receive pay for a statutory holiday, an employee must work her last regularly scheduled shift immediately prior to the holiday and her first regularly scheduled shift following the holiday.
- (b) The eligibility requirements in Paragraph (a) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The Employer is entitled to require a doctor's certificate as proof of such sickness or accident, and any abuse of this provision by an employee may be cause for discipline.

12.05 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

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, she shall not receive any pay for such holiday.

12.06 STATUTORY HOLIDAY DURING EMPLOYEE'S VACATION

- (a) Should any statutory holiday occur during an employee's vacation period, the formula in 12.03 (b) shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period.
- (b) Should a statutory holiday fall during the first week immediately following the end of an employee's vacation the formula in 12.03 (b) will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.
- (c) Should a statutory holiday fall during the second week immediately following the end of an employee's vacation the formula in 12.03 (b) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

ARTICLE 13 - ANNUAL VACATION

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

- (a) Employees with less than one (1) year of completed service will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Casual employees will receive any annual vacation pay to which they are entitled with her regular pay cheques for each pay period.

13.02 ANNUAL VACATIONS AND PAY ENTITLEMENTS

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

Completed Years of Service	Annual Vacation Time	Annual Vacation Pay
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 20 years	4 weeks	8%

- (b) 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.
- (c) "Gross earning" as used herein, shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and statutory holiday pay.

13.03 VACATION SCHEDULING PREFERENCE BY SENIORITY

- (a) Employees shall have preference in respect to annual vacations, within her department and classification, according to the Seniority List, provided they file applications before February 28th of each year for vacations to be taken during that year.
- (b) Once a vacation request has been submitted, the Employer shall respond in writing within fourteen (14) days whether or not the request has been approved.

13.04 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.

ARTICLE 14 – BENEFIT PLAN

14.01 BENEFIT PLAN

See Company Benefit Plan booklet.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE

- (a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union Office for a period of up to and including five (5) years.
- (b) A request for such an approval leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by the Secretary of the Union.
- (c) An employee who obtains such a leave of absence shall return to her employment within thirty (30) calendar days after the completion of her employment with the Union.
- (d) The Employer is not obligated to grant such leave to more than one (1) employee at a time.

15.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than one (1) employee who is elected as delegate to attend Union conventions annually. Bargaining committee members to be granted leave of absences when negotiations are taking place. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay for up to one (1) employee at any one time, to attend bona-fide Shop Steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such
- (c) The Employer is entitled to insist that not more than one (1) employee can be absent on such leaves from any one (1) department.
- (d) The Employer is entitled to insist that not more than one (1) employee can be absent from the hotel at any time, subject to the efficient operation of the Hotel.

15.03 COURT ATTENDANCE

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

15.04 BEREAVEMENT LEAVE

- (a) A non-probationary employee will be granted three (3) days off without loss of pay in the event of the death of a member of his/her immediate family.
- (b) "Immediate family" shall be understood to include the employee's mother, father, legal guardian, son, daughter, sister, brother, spouse/partner, father-

in-law, mother-in-law, grandparents, step-parents or step-children and grandchildren.

- (c) For purposes of this Article, "spouse/partner" shall be defined to include common-law spouse/partner with whom the employee has cohabited for a minimum of one (1) year.

15.05 JURY AND WITNESS DUTY

Employees who serve on a jury or a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received an employee shall continue to receive her full wages for up to two (2) days annually. To be eligible for this Clause the employee must have attained seniority with her present Employer.

15.06 GENERAL LIMITATION ON LEAVES OF ABSENCE

- (a) 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.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.

15.07 COMPASSIONATE LEAVE

In the case of serious illness in the family and where there is no other caregiver available, the Employer shall grant reasonable leave of absence without pay.

15.08 FAMILY RESPONSIBILITY LEAVE

Employees shall be covered by the Family Responsibility Leave provisions of the *Employment Standards Act* as may be amended from time to time

ARTICLE 16 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS

16.01 GRATUITIES

Housekeeping and Breakfast gratuities will be the sole property of the recipient Union members.

16.02 EMPLOYEE ATTENDANCE AT STAFF MEETINGS

- (a) Where an employee is directed by the Employer to attend a staff meeting during her regular working hours, the employee shall be compensated at her regular hourly rate for the time spent in such attendance.
- (b) Where an employee is directed by the Employer to attend a staff meeting during her regular days off, the employee shall be compensated at her regular hourly rate for the time spent in such meeting, and a minimum of two (2) hours.

16.03 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY

- (a) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in her former position within twenty-four (24) hours, with all rights and conditions which they formerly enjoyed, according to the terms of the Agreement which is in effect at the time of her return, subject to the further conditions which follow.
- (b) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically capable to resume the performance of the duties if such employee has been absent for a period of two (2) weeks or greater.
- (c) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, that Employer shall have a maximum of seventy-two (72) hours in which to adjust the work schedule to accommodate the returning employee.

16.04 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with her Employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

16.05 PERSONAL EFFECTS

The Employer agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets.

16.06 SEVERANCE ALLOWANCE

Severance allowance shall be consistent with the Employment Standards Act, Section 63.

16.07 LIMITATION ON EMPLOYEE ENTITLEMENTS

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

ARTICLE 17 – HEALTH AND SAFETY

17.01 HEALTH AND SAFETY STANDARD

- (a) The Employer agrees to institute and maintain all necessary precautions to provide every employee a safe and healthy workplace.

- (b) The Employer shall comply with all applicable Provincial and Municipal Health and Safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice that may be improved upon by agreement of the Health and Safety Committee.

17.02 HEALTH AND SAFETY COMMITTEE

- (a) A Health and Safety Committee shall be established which is composed of a minimum of two Union members chosen by the Union. At no time shall the number of Employer members be allowed to outnumber the amount of Union members.
- (b) 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.
- (c) The Committee shall assist 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.
- (d) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

17.03 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.

17.04 ILLNESS AND INJURY AT WORK

An employee who is injured 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 workday at his/her regular rate of pay. The Employer shall bear the costs of any necessary transportation.

17.05 LIGHT DUTY

The Employer and Union will agree on any light duty or modified work arrangements which it intends to discuss with bargaining unit employees.

ARTICLE 18 - EMPLOYEE CONDUCT AND DRESS

18.01 CONTROL OF ABSENTEEISM

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

- (i) The Employer may require an employee with attendance problems to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work.
- (ii) Every employee who is unable to report for work due to illness or injury shall notify the Employer, or to have someone else notify the Employer on her behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances, and in the event that the Employer is not satisfied by objective evidence that there is proper justification or reason for an employee's absence, such an absence will be just and reasonable cause for discipline.
- (iii) Where the Employer is satisfied by the objective evidence that an employee is unable or unwilling to maintain a satisfactory attendance record in fulfillment of the employment relationship with the Employer, the Employer may terminate the services of the employee.

18.02 AUTHORITY RE CHEQUES, CREDIT CARDS AND CREDIT ACCOUNTS

When an employee is authorized to honour credit cards, they will not be held responsible for any losses provided they have followed Management's instructions, but where an employee assumes responsibility of honouring credit cards or credit accounts without such authorization from Management they will be held responsible.

18.03 PROPER APPEARANCE

In consideration of the endeavour to improve the standards of the Hospitality Industry, it is agreed that a reasonable standard of appearance and dress may be adopted by the Employer which complements the style of operation. Such standard may include hair styles and lengths, and clothing colours, such as black dress skirts or slacks, white shirts and a uniform tie. These standards may be different for back of the house and front of the house employees and may be different in various departments.

18.04 UNIFORMS

All uniforms or special articles of wearing apparel worn by the employee while on duty shall be supplied and laundered by the Employer free of cost to the employee if laundered at the hotel.

ARTICLE 19 - DISCIPLINE AND DISCHARGE OF EMPLOYEES

19.01

- (a) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause.
- (b) During the probation period specified in this Agreement, an employee may be discharged if he/she are unsuitable for status as a regular employee.
- (c) In the event that an employee other than probationary is discharged for just and reasonable cause the Shop Chairperson will be notified and provided with the reasons for the discharge.

In the event an employee is to receive formal discipline the employee will have the right to have a Shop Steward (or her designate) present.

Where no Shop Steward is available the employee may choose to have another Union member present.

- (d) Where no Shop Chairperson is recognized the Shop Steward will receive this information.
- (e) The Employer shall copy the Shop Steward and the Local Union on formal discipline letters.

19.02 DISCIPLINARY WARNINGS

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

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 DEFINITION AND RECOGNITION OF A GRIEVANCE

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

20.02 INFORMAL STEP

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

20.03 STEP ONE

- (a) At this step, notice of the grievance, in writing, must be filed with a person designated by the Employer within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.
- (b) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated.
- (c) The Employer's Representative must answer the grievance in writing within ten (10) days.

20.04 STEP TWO

- (a) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, an attempt to resolve the

grievance shall be made between the employee, Shop Steward and/or the Union Representative and a person or persons designated by the Employer.

- (b) This Step must be taken by notice in writing, within five (5) days of the date on which the written answer was delivered in Step One.

20.05 STEP THREE

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, either the Union or the Employer may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- (a) a single Arbitrator;
- (b) a Settlement Officer appointed under Section 87 of the Labour Relations Code;

20.06 UNION AND EMPLOYER POLICY, GROUP OR GENERAL GRIEVANCE

The Union or the Employer may file policy, or general grievances. Such grievances shall be filed at Step Two of the Grievance Procedure.

20.07 TIME LIMITS

- (a) A grievance or dispute shall commence and proceed through the Steps of the Grievance Procedure within the time limits provided; otherwise it shall be deemed to be abandoned. The time limits may be extended by mutual consent of the parties.
- (b) The time limits that apply under this Article with respect to initiating or raising a grievance by the Union or any employee shall commence on, and from, the earliest date on which either the Union or any employee knew, or ought reasonably to have known, of the circumstances giving rise to the grievance.

20.08 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES

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

20.09 SINGLE ARBITRATOR

- (a) Fifteen (15) full days (excluding Sundays and Holidays) shall be allowed for the setting up of a single Arbitrator.
- (b) The parties will select an impartial Arbitrator. In the event the Representatives or the parties are unable to agree on an Arbitrator, the

Director of the Collective Agreement Arbitration Bureau shall be asked to appoint one.

20.10 ARBITRATION HEARING AND AWARD

- (a) In order to expedite the arbitration process, the parties agree that they will meet to identify the issue or issues and to prepare, in written form, a statement of facts which are not in dispute. The identification of the issue or issues and the statement of agreed facts will be placed before the Arbitrator.
- (b) The parties recognize that they are bound by a decision of the Arbitrator.

20.11 AUTHORITY OF THE ARBITRATOR

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

20.12 COST SHARING

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

ARTICLE 21 - DEFINITIONS

21.01 OBJECTIVE INTERPRETATION

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

21.02 TIME SPAN REFERENCES

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

SIGNATURE PAGE

SIGNED THIS 31st DAY OF August, 2021.

On behalf of the Company:
Hampton Inn and Suites Langley

On behalf of the Union:
Unifor Local 3000

Nadia Hirji

Ursula Pradine

David Moffatt

Ellen-Marie Moreira

Sandi McManus

Sandi McManus

LETTER OF UNDERSTANDING #1

between
Hampton Inn and Suites
and
Unifor Local 3000

RE: PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund an amount of two hundred dollars (\$200.00) per year to provide for the Unifor Paid Education Leave (PEL) program.

Such payment will be remitted on a yearly basis into a trust fund established by the Unifor National Union effective from the date of ratification.

Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, ON. M2H 0A8

APPENDIX “A” - WAGE RATES
Hampton Inn and Suites Langley-Surrey

CLASSIFICATIONS	June 1, 2021	Dec. 1, 2021 2%	Dec. 1, 2022 2%
Front Desk/Night Auditor	\$16.90	\$17.24	\$17.58
Room Attendant/Laundry	\$16.20	\$16.52	\$16.85
Breakfast Host	\$16.20	\$16.52	\$16.85
Houseman/Maintenance	\$17.70	\$18.05	\$18.41

Night Audit Premium – fifty cents (\$0.50) per hour for all hours worked in the Night Audit position.