

First Collective Agreement

Between:

704 Queen Street East Inc. o/a The Broadview Hotel,
(Hereinafter referred to as “the Employer” or “the Company”)

-and-

Unifor and its Local 112
(Hereinafter referred to as “the Union”)



Term: April 7, 2021, through April 6, 2024

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of the Agreement is to establish mutually satisfactory relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, all while ensuring excellent service to guests, customers and co-workers.
- 1.02 Where used in this Agreement, except where expressed otherwise, all time limits exclude Saturdays, Sundays and Holidays.

ARTICLE 2 – SCOPE

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees at 106 Broadview Ave and 704 Queen Street East Inc. o/a The Broadview Hotel in the City of Toronto, save and except managers, persons above the rank of manager, office and clerical, accounting, sales, security, human resources and co-op students.
- 2.02 Where used in this Agreement, the masculine includes the feminine and the singular includes the plural as context requires.
- 2.03 “Full time Employee” means an employee employed in the bargaining unit who regularly works twenty-four (24) or more hours per week or as amended in 2.06.
- 2.04 “Part-time Employee” means an employee employed in the bargaining unit who regularly works less than twenty-four (24) hours per week or as amended in 2.06.
- 2.05 Articles 20.01, 20.03, 20.10, 28, 29, and 30.08 shall not apply to part-time employees’ classifications except where specified in such schedules.
- 2.06 For purposes of greater clarity, employees will only change status in accordance with the following:

Full-time and part-time status will be based on average hours worked as agreed upon in 2.03 and will be calculated over a twenty-six (26) week period on January 1 and July 1 of each year. In computing hours worked for employees, these shall include: paid holidays, vacations, authorized sick leave, WSIB, statutorily protected leaves and hours worked in any department of the hotel. A full-time employee who becomes part-time will be intermingled into the part-time seniority list based on his/her classification seniority date.

- (a) A full-time employee will become part-time only by mutual consent, or if the employee unreasonably restricts their availability, and will be intermingled into the part-time seniority list based on his/her classification seniority date.

- (b) A part-time employee will become full-time if the employee has worked an average of twenty-four (24) or more hours per week calculated over a twenty-six (26) week period on January 1 and July 1 of each year. A part-time employee who becomes full-time will go to the bottom of the full-time seniority list based on his/her classification seniority date. Notwithstanding the foregoing, the employee reserves the right to maintain part-time status if he or she so chooses.
- (c) In computing hours worked for employees, these shall include: paid holidays, vacations, leave of absence, authorized sick leave, WSIB, pregnancy and parental leave, and hours worked in any department of the hotel. For an employee who has been granted an authorized absence over one (1) month, the hours will be calculated by averaging the previous twelve (12) month period prior to the last day worked.

2.07 BARGAINING UNIT WORK

The Union and the Employer agree that employees not covered by the scope of the agreement will not perform duties that are currently done by employees covered by the scope of the bargaining unit, except in an emergency, for the purpose of instruction, management training or on an occasional and necessary basis for the purpose of meeting the demands of the service. For clarification "emergency" shall be a situation that arises from an unforeseen event, including that caused by the absence of an employee with insufficient advanced notice or unanticipated absenteeism of a significant number of employees. For further clarification under no circumstances would this provision have the purpose for effect of eliminating any scheduled position, nor would it justify chronic understaffing.

Furthermore, no employees shall lose hours as a result of the placement of any co-op students or trainees.

NOTE: The parties agree that the executive chef, sous chef, and banquet chef will continue to play a role in tastings and expediting (inspecting plates, working at the pass, calling orders) when business demands require.

- 2.08 The Employer shall ensure that any new hires within the scope of the Collective Agreement resulting from the creation of new work areas shall become Union members and shall enjoy the appropriate rates of pay and benefits for the classifications concerned.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members because of an employee's activity in the Union.

- 3.02 The Employer and the Union agree that there shall be no discrimination or harassment based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability or for any other protected grounds as established under Ontario Human Rights legislation. Violation of this provision may result in discipline.
- 3.03 The Parties agree to comply with the *Ontario Human Rights Code*, R.S.O. 1990, c.H.19, as amended.
- 3.04 The Union undertakes that no Union activity shall be carried on in the premises except as otherwise provided herein with respect to visits by Union Officials.
- 3.05 Properly authorized representatives of the Union shall be permitted to enter the premises at all reasonable times upon notice to the General Manager or designate for the purpose of interviewing employees and investigating working conditions that may affect the members. Notice upon entering shall also be given to a representative of Management. It is understood that such representatives will in no way interfere with the duties of an employee or unreasonably disturb them in the performance of their duties, bearing in mind that Union Representatives have regular duties to perform on behalf of all parties to this Collective Agreement.
- 3.06 There shall be a Labour Management Committee comprised of four (4) representatives of the Union and three (3) representatives of Management. The function of this committee should be to discuss matters of mutual concern to the parties, but it is understood and agreed that the committee will not discuss grievances or utilize the meeting agenda to circumvent the grievance procedure. The committee shall meet on a regular basis or at a time mutually agreed upon by both parties. Workers will be fully compensated for time to attend meetings.

3.07 UNION BUTTONS

All employees shall be permitted to wear the current Union lapel pin. Changes to the current lapel pin shall require employer authorization.

ARTICLE 4 - UNION SECURITY AND UNION OFFICE

- 4.01 The parties hereto agree to compulsory check off for all employees who come within the scope to which this Agreement applies, including probationary employees. Deductions will be withheld for each pay period.
- 4.02 The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an employee, on the employee's first (1st) pay period, such authorization to be completed and signed by the Employee on commencement of employment. All employees coming into the Bargaining Unit shall complete and sign the Union Application Card.

The Employer will ensure that all employees coming into the bargaining unit shall complete and sign a Union Membership Card, and the Employer will give the original signed Union Membership card to the Union. Blank Union Membership cards will be supplied to the Employer by the Union.

- 4.03 The Employer shall make available to the Union Committee, on an as needed basis, a private area within the Hotel to assist in ensuring the orderly and confidential investigation of grievances and other union business. The Hotel shall provide a locking drawer.
- 4.04 The Employer will provide a bulletin board in an employee area for use by the Union. All Union notices must be signed by an official of the Union and submitted to the Human Resources Manager, or her designate, for approval before being posted. Such approval will not be unreasonably withheld. The location of the bulletin board will be mutually agreed upon.

It is recognized by the Parties that from time to time the Union may have notices which they may wish to address to one specific department of the hotel, should a bulletin board be available in said department and the notices are in the form of information only.

Under these circumstances, the Union will present to the Director, Human Resources said notices for his/her approval and the Director, Human Resources will post the notice. Removal date of said notices will be agreed upon at the time of approval by the Director, Human Resources.

- 4.05 Accompanying the submission of deductions will be a list of bargaining unit employees, showing all sums deducted for each employee. The list will be sent in electronic format to the Secretary-Treasurer of the Union or Designate, no later than the 15th day of the month after the deductions are made. The list will contain the following information:
- (a) the amount of dues/initiation fees/assessments deducted from each member;
 - (b) if no sum is deducted for a member, the reasons therefore (i.e. sick, WSIB leave, layoff, resignation);
 - (c) each employee's full-time or part-time status, date of birth, updated address and telephone number(s), email address, classification, department, house and department seniority date, gross pay, other sources of income, date of change of status if applicable, and wage rate.
 - (d) On request and with reasonable notice, the Employer will allow the Union to access schedules, timekeeping records and other information reasonably required to satisfy the Union that dues are being deducted correctly, in the prior ninety (90) day period.
 - (e) the aforementioned list will be provided electronically or on computer disk if requested by the union, and if feasible to do so.

- 4.06 All new employees in positions under the scope of the Union shall, as a condition of employment, become and remain members of the Union. The Union agrees to accept into membership all such new employees.
- 4.07 Any new employee, who is required to be a member of the Union and who refuses to become a member of the Union in his/her first pay period, shall be discharged by the Employer upon receipt of an official notice in writing from the Union to the Employer.
- 4.08 The Employer and Union agree that no officers of the Employer or employees may enter into any contract inconsistent with this Agreement. Any amendment or changes as outlined in this Agreement during its term shall be incorporated only by mutual consent.

It is agreed by the Employer and the Union that this paragraph also covers working conditions, so long as it does not prevent the Employer from maintaining an adequate and qualified workforce or infringe on the Management Rights clause as set out in this Agreement.

- 4.09 It is understood that the amount of initiation fees and dues is determined by the Local Union, or by the National Union, can be changed by the Local Union or by the National Union at any time to comply with such Local or National Union decisions regarding same, and this authorized check-off will hold harmless both the Employer and the Local Union if so directed.

This provision will be applied subject to sixty (60) days notice in writing, from the Union to the Employer.

- 4.10 At the same time that income tax T-4 slips are made available, the Employer shall type on the slip the amount of Union dues paid by each Union member in the previous year.
- 4.11 Seniority lists are to be provided to the Union every six (6) months every January 1 and July 1, or upon reasonable request.
- 4.12 The Union shall notify in writing, with a copy to the Employer, any individual who has been suspended, expelled, or declared to be not in good standing. The Employer will discharge said employee automatically seven (7) days after receipt of the Union notice, unless:
- (a) The Employee's status becomes acceptable to the Union during this period; or
 - (b) The Employee makes claim in writing to the Employer that the Union's action is unjust and that he requests the matter be taken up through the appeal procedure of the Union.
- 4.13 The Union agrees to defend and hold the Employer completely harmless against all claims and demands, should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making the aforementioned deduction for Union dues.

- 4.14 Employer agrees to print one copy of the Collective Agreement to be kept at the hotel for reference; all other copies will be distributed digitally.
- 4.15 The Employer agrees to comply with the Union's request for separate cheques and records for each of the Union's funds.

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

- 5.01 The Union acknowledges the exclusive function of the Employer generally to manage the enterprise in which it is engaged and particularly to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, transfer, promote, demote or retire and, with just cause, to suspend, discipline or discharge employees and to increase and decrease the working force in a manner consistent with the terms of this Agreement;
 - (c) the right to determine the direction of the working force, the schedules of work, methods, in order to perform any services that may be necessary to manage the enterprise and its business;
 - (d) it is agreed that the Employer may, at its discretion, issue, alter, and enforce from time to time reasonable rules and regulations in order to assure the successful operation of its business. Breaches of such rules by an employee may be cause for disciplinary action;
 - (e) limit, suspend or cease operations, subcontract, or make necessary arrangements due to a change in the Employer's policies; and or the level of business;
 - (f) it is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of the Agreement or in a manner that is arbitrary, discriminatory or in bad faith, and it is understood that a claim by an employee or employees that the Employer has so exercised these rights shall be proper subject matter for a grievance.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

- 6.01 There will be no strikes or lock-outs so long as this agreement continues to operate.
- 6.02 The words "strike" and "lock-out" in this Agreement shall mean "strike" and "lock-out" as defined in the *Ontario Labour Relations Act*.
- 6.03 If an illegal strike occurs the Union will instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner.

ARTICLE 7 – NEGOTIATING COMMITTEE

- 7.01 Committee that will consist of four (4) Union members, a Local Union Representative and a National Union Representative, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement, and the said Committee will co-operate with the Employer in the administration of the Agreement.
- 7.02 Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Employer.
- 7.03 It is clearly understood that the Negotiating Committee is a separate entity and will deal with such matters as are properly the subject of negotiations, including proposals for the renewal or modifications of this Agreement at the proper time as provided for herein.

ARTICLE 8 - SHOP STEWARDS

8.01 SHOP STEWARDS

The Employer acknowledges the right of the Union to elect or otherwise select four (4) Stewards, one (1) of which would be the Unit Chair for the hotel, to assist employees in presenting their grievances to the representatives of the Employer. The Union has the right to elect or otherwise select up to four (4) Alternate Stewards.

The number of such Stewards and the Department within which each one is to function is determined by the schedule attached hereto:

1. Front Desk/Housekeeping/Maintenance
2. Banquets
3. Restaurants & Bars
4. Kitchen

- 8.02 The Union will inform the Employer in writing of the identity of the Stewards and the Employer will not be obliged to recognize such personnel until it has been so informed.
- 8.03 The Union acknowledges that Stewards, Members of Committees and Union Officers have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without obtaining permission from their Department Head, and will give any reasonable explanation which may be requested with respect to their absence. In the event that the Department Head is absent, he/she will appoint an alternative person to act on their behalf.

- 8.04 Where a Shop Steward, Union Committee Member or Union Official employed by the Employer is temporarily absent with permission, as aforesaid, he/she shall receive his/her regular straight time rate of pay during such period of absence, provided that the Employer shall not be obliged to make any payment for time spent by a Steward, Committee Member or Union Official outside their regular working hours.
- 8.05 The Unit Chair appointed in accordance with the provisions of the Collective Agreement and having at least one (1) year of seniority shall not be sent home or laid-off because of lack of work so long as they are capable and have the skill and ability to perform any work available in their respective departments.

ARTICLE 9 - QUALIFICATION OF STEWARDS

- 9.01 It is mutually agreed that employees shall not be eligible to serve as Stewards or members of the Union Committee established under this Agreement until after they have completed their probationary period.
- 9.02 It is understood that Stewards and other Union Officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, or with other Union business, and that in accordance with this understanding the Employer will compensate such employees for time spent in handling grievances of employees, attending meetings of the Grievance Committee, as well as quarterly educational seminars, at the regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours.
- 9.03 Payment of Educational Seminars will not exceed three (3) hours per quarter (non-cumulative). Notwithstanding the above, the Union will be required to notify the Employer three (3) weeks in advance and that it will not prevent the Employer to maintain an adequate and qualified work force.
- 9.04 When a Shop Steward is unavailable to attend an Educational Seminar, the Employer may release the Alternate Shop Steward in that department with full compensation, subject to business demands. The release of an alternate shall not be unreasonably denied.
- 9.05 In addition, the Union may request release time for Alternate Shop Stewards to attend Educational Seminars. The Employer may allow up to one (1) Alternate Shop Steward per month to attend Educational Seminars unless the Employer demonstrates to the Union that the release of a Shop Steward and an Alternate Shop Steward in a single department leads to overtime scheduling in that department or may otherwise negatively impact guest services.

ARTICLE 10 - WOMEN'S ADVOCATE

10.01 Female identified employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues.

Unifor may appoint a Women's Advocate from amongst the female identified bargaining unit employees who will meet with female members to discuss problems with them and refer them to the appropriate resources when necessary.

10.02 The Union will inform employees about the role of the Women's Advocate and providing contact information as to how the Women's Advocate can be contacted.

10.03 It is understood that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When the company is considering disciplinary measures, the Parties agree that in the case of an employee who is in an abusive or violent personal situation, the circumstances surrounding the case will be taken into consideration, including adequate verification from a recognized professional (doctor, lawyer, professional counselor).

10.04 This will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

10.05 It is recognized that men sometimes find themselves in the same situations.

10.06 The Women's Advocate will be able to help any member in need regardless of their gender identity or expression.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.01

(a) Employee warning notices shall be removed from employee files after eighteen (18) months, and employee suspension notices shall be removed after twenty-four (24) months, should the offense not be repeated provided the employee has remained actively employed and discipline-free in the intervening period. This limitation shall not apply to prior discipline for harassment, discrimination, violence or threats of violence.

(b) Employees will be granted reasonable access to their personnel file. Twenty-four (24) hours advance notice must be given and the employee must be accompanied by a Shop Steward and a member of the Human Resources Department. The meeting will

take place during regular business hours of the Human Resources Department, and will be scheduled within the twenty-four (24) hour request period as often as possible, but shall not be unreasonably delayed. Should the employee wish to remove or alter any contents of his/her file other than provided for elsewhere in this Contract, the grievance procedure must be invoked.

11.02 Discipline and discharge notices issued to Employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Employer is aware of the event leading to his/her actions and has a reasonable period of time to investigate the matter. A copy shall be signed by a Management Representative and the Employee will be required to sign such notices as acknowledgement of receipt of same. The signing of this notice is not an admission of guilt.

11.03 If an employee has any complaint or question, which he/she wish to discuss with the Employer, he/she shall take the matter up with his/her Department Head and he/she shall be accompanied by his/her Department Steward if he/she requires such assistance.

11.04 In all cases where discipline is being imposed (including discharge), the Employer will ensure that the employee is provided the opportunity to have the assistance of a Shop Steward. Should the employee not wish to have Union representation, they will sign a waiver.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 It is a mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of resolving his/her complaint. The employee may be accompanied by a Shop Steward if he/she so chooses. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor within three (3) business days after the circumstances giving rise to the complaint have occurred. The supervisor shall give his/her response to the complaint within three (3) business days and, failing settlement or failing a response, it may then be taken up as a grievance within three (3) business days following the advice of the immediate supervisor's decision in the following manner and sequence:

Step No. 1

Within seven (7) days following the response of the complaint, the Union Steward shall state the grievance of the employee, or employees in writing, and shall deliver a copy to the immediate department head of the employee concerned. After such discussion as is necessary, the department head shall state their decision or their refusal to make a decision in writing with appropriate reason and deliver a copy to the Union Steward within one (1) business day, or a time mutually agreed upon.

Step No. 2

The grievance shall be reduced to writing and presented to the General Manager, or his designate, within seven (7) days of receipt of the decision at Step No. 1. A meeting will be held within seven (7) days between the General Manager (or her designate), the employee concerned and her Shop Steward, as well as the Unit Chair. A Union Representative may be present at the request of either the Company or the employee. It is understood that the General Manager (or her designate) shall have such assistance as he may desire at the meeting. The decision of the General Manager, or his designate, shall be delivered, in writing, within seven (7) days to the Union. The time allowance provided in this Section may be extended by mutual agreement. Failing settlement, the parties will proceed to Step No. 3 of the grievance procedure.

Step No. 3

The grievance as reduced to writing shall be forwarded to the Head Office of the Company within seven (7) days of the decision at Step No. 2, which shall have five (5) days to dispose of it. The decision shall be in writing and sent to the office of the Union. If considered necessary by the parties, a meeting may be convened by the parties and may include the interested persons. If such meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

12.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) business days after the decision at Step No. 3 is given, the grievance shall, for all purposes, be deemed to have been settled.

12.03 Where no written decision has been given within the time limit specified, unless extended by written mutual agreement, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

12.04 The Employer acknowledges the union's right to file a grievance on behalf of a group of employees within the time limits specified in Article 12.01. If an employee or group of employees has a complaint or grievance, but fail to take up the complaint or grievance or exercise the General Grievance Procedure, the Employer acknowledges the Union's right to make representation on their behalf, within a ten (10) day period of such incident.

If such a complaint is not settled to the mutual satisfaction of the conferring Parties, it may be referred to arbitration in the same way as the steps of the grievance procedure of an employee. The Union may refer the grievance to Step 3 or arbitration without going through all steps of the grievance procedure.

12.05 It is agreed that a grievance of policy arising directly between the Company and the Union shall be originated under Step No. 2 within ten (10) days after the circumstances giving rise to the complaint having originated or occurred. It is understood, however, that this Section shall not be used to bypass the regular Grievance Procedure.

12.06 If arbitration is to be invoked, the request for arbitration must be made in writing within ten (10) business days (excluding Saturdays, Sundays and Statutory Holidays) or within any longer period as may be mutually agreed in writing, after the grievance has been dealt with in Step No. 3, and the Parties will make every effort to fully disclose all documentation prior to arbitration.

12.07 It is understood that the Management may bring forward at any meeting held with the Union Representative any complaint with respect to the conduct of the Union, its Officers, Representatives, or Stewards, and that if such complaint by Management is not settled to the mutual satisfaction of the conferring Parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of any employee.

12.08 It is agreed between the Parties that it will not be necessary to hold regular scheduled meetings, provided that the Parties may mutually agree to hold a special meeting at any time.

12.09 DISCHARGE CASES

(a) The Union acknowledges that probationary employees may be disciplined or discharge at the employer's discretion provided the discipline or discharge is not arbitrary, discriminatory or in bad faith.

(b) A claim by a permanent employee that he/she has been unjustly discharged from his/her employment shall be treated as a grievance, if a written statement of such grievance is lodged with the General Manager of the Hotel within five (5) days after the employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such cases.

12.10 When an employee has been dismissed or if dismissal has been discussed, the Employer will inform the employee of his/her right to interview a Shop Steward for a reasonable period of time before leaving the premises.

12.11 No employee shall be disciplined or discharged on his/her day off unless the employee has unreasonably limited their availability. In any event, the Employer reserves the right to instigate disciplinary action should an employee engage in misconduct while on Employer's premises on his/her day off.

ARTICLE 13 - ARBITRATION OF GRIEVANCES

- 13.01 If Arbitration is to be invoked, the request for Arbitration must be made in writing within ten (10) calendar days after the grievance has been denied at Step 3.
- 13.02 When either Party requests that a grievance be submitted to Arbitration, they shall make such request in writing to the other Party in this Agreement and at the same time recommend one or more Arbitrators. Within ten (10) days, thereafter, the other party shall select one (1) of the recommended Arbitrators or suggest a new list from which the other Party may select one of the recommended Arbitrators. If the Parties are unable to agree upon a single Arbitrator, they shall then request the Ministry of Labour for the Province of Ontario to assist them in selecting an impartial Arbitrator within a thirty (30) day period.
- 13.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties agree otherwise.
- 13.04 The Parties shall jointly bear the cost of the single Arbitrator, if any.
- 13.05 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.
- 13.06 No matter may be submitted to Arbitration, which has not been properly carried through all of the previous steps of the grievance procedure.
- 13.07 The proceedings of the Arbitrator will be expedited by the Parties hereto and the decision of the Arbitrator will be final and binding on the Parties hereto.
- 13.08 At any stage of the grievance procedure including mediation and Arbitration, the conferring Parties may have the assistance of the employee or employees concerned and any witnesses and all reasonable arrangements will be made to permit the conferring Parties to fully investigate all circumstances.
- 13.09 The Parties may extend any time limits by mutual consent; the request of such extension and the answer shall be in writing. Such requests shall not be unreasonably denied.

ARTICLE 14 - MUNICIPAL, PROVINCIAL OR FEDERAL LAW

- 14.01 It is understood that any changes in Municipal, Provincial or Federal law which may void any individual portions of this Agreement will be complied with, yet will not be construed to void the remainder of this Agreement.

ARTICLE 15 – SENIORITY

15.01 A full-time employee will be considered on probation and will not be placed on a seniority list until after he/she has completed a total of fifty (50) working days. A part-time employee will be considered on probation and will not be placed on a seniority list until after he/she has completed a total of four hundred (400) hours worked.

15.02 Seniority lists based upon the date on which employees commenced to work in the hotel shall be established for each department and will be supplied to the Union every six (6) months, on January 1 and July 1 or upon reasonable request.

15.03 An employee shall lose all seniority and shall be deemed to be terminated if they:

- (a) voluntarily quit;
- (b) are discharged for just cause and not subsequently reinstated;
- (c) fail to return to work or notify the hotel of their intention to return to work within five (5) calendar days, not including Saturdays, Sundays and Holidays, upon receipt of notice of recall.

It is understood that the hotel shall call the employee and notify the employee electronically. Should the employer be unable to reach the employee, the employer will send notice of the recall by courier service to the last known address of the employee.

- (d) fail to report for three (3) consecutive working days without a satisfactory reason;
- (e) are laid-off for a period of fifty-two (52) weeks. The individual may be retained on the seniority list with the consent of the parties to this Agreement, which shall not be unreasonably withheld;
- (f) use a leave of absence for purposes other than which it was granted, including working for another employer while on a leave of absence without the approval of the Employer;
- (g) retire.

15.04 When an employee is transferred to another department or food and beverage outlet in the Bargaining Unit, he or she shall retain house seniority, however, unless the transfer is of a temporary nature for the probationary period or less, he or she must start accumulating seniority in that new department. When the transfers are for less than the probationary period and the employee is returned to the original department or food and beverage outlet within that period

of time, the seniority for that employee will continue to accumulate in the original department or food and beverage outlet during the employee's absence.

Transfers between outlets for extra shifts shall be based on departmental seniority, with a view to maximising hours within similar classifications where skill and ability are equal.

15.05 TEMPORARY TRANSFERS

In the event an employee is assigned to a job other than that to which he/she are permanently assigned for a minimum of one (1) hour or more, he/she shall receive his/her own rate or the rate of the job to which he/she are assigned, whichever is higher, for all hours worked in the assigned position, except where gratuities are paid to employees in the lower rated classification, in which case the rate of the job being performed shall be paid.

15.06 An employee cannot be transferred to a job outside of his/her department unless by mutual agreement. Such agreement shall be in writing between the employee and Supervisor. The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, such as a flood, electrical power outage, a fire, etc. (i.e. a breakdown beyond the control of management).

15.07 JOB POSTINGS

(a) Should a bargaining unit position become available and a replacement is required, the Company will post the availability of the position for five (5) business days on the bulletin boards as well as distribute electronically within the department in which the vacancy arises.

A vacancy occurs when:

1. a new position is created;
2. an employee is permanently transferred, promoted or demoted;
3. an employee resigns or is terminated by the Employer and is not reinstated through the grievance procedure.

(b) Departmental seniority will be the governing factor in cases of promotions, demotions or upgrading of employees where all other factors, including skill, ability, availability and efficiency are relatively equal. Where there are no successful applicants from within the department, employees in other departments shall be considered for such job postings.

(c) Employees wishing to fill vacant positions shall make their applications in writing, within the five (5) calendar day period of posting. The Employer may cancel a posted vacancy before filling it. If no application is received from a qualified employee within the

Department or Food and Beverage Outlet of the vacancy, applications from employees in other Departments or Food and Beverage Outlets, who have completed their probationary period and/or trial period, shall be given due consideration.

In so doing, the employer shall consider an employee's prior training.

- (d) For applicants outside the Department or Food and Beverage Outlet, where all other factors including skill, ability and efficiency are equal, house seniority shall be the determining factor. The employer prior to seeking external applicants will also notify all employees on temporary layoff of any available positions. Furthermore, the parties agree that qualified internal applicants, and temporary laid-off employees have preference over qualified external applicants.
- (e) This clause shall not prevent the company from maintaining an adequate and qualified workforce.
- (f) The successful applicant will be placed in the vacancy for a trial period not exceeding thirty (30) working days and if the employee proves satisfactory, then he/she will be considered permanently assigned to the vacancy.

During the trial period, the employer or the employee may decide that the transfer is not successful in which case the employee will have the right to return to the previous position.

- (g) When necessary, the Employer may fill the vacant position while determining the result of the position posting. The employee filling the position on a temporary basis will have the opportunity to bid for the position.

15.08 If any full-time employee is to be absent for ninety (90) days or more, the vacancy may be posted as per Article 15.07 Job Postings. If no position is posted, the Employer agrees not to understaff the department due to the absence. Upon completion of the period of absence, the employee concerned will be returned to their former position.

15.09 SENIORITY

House seniority applies to benefits and vacation accrual. Classification seniority within the department or outlet applies to entitlements such as who gets choice of available days off, vacation, and shift preference. Classification seniority applies to lay-offs.

15.10 Departmental seniority will be the governing factor (see Article 21.09) in cases of promotions, demotions or upgrading of employees where all other factors including skill, ability, and efficiency are equal.

15.11 Where it is necessary to reduce the work force in a department classification seniority within the department will be the guiding factor.

- 15.12 When recalling employees to work after lay-off, they shall be recalled in inverse order to that in which they are laid-off.
- 15.13 In the case of a lay-off in any one department or food and beverage outlet for a period that exceeds four (4) normal work weeks, employees with more seniority will have the right only to bump employees with less seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available following the four (4) week waiting period, provided they are willing to do the job and they have the skill, ability, and efficiency to do the job of the employee they are bumping. Where an employee bumps from a higher rated classification to a lower one, the lower rate shall apply. It is understood that bumping under article 21.13 results in a permanent transfer and is not intended to be temporary.
- 15.14 Part-time employees have seniority only within the part-time classification. Part-time employees are scheduled after full-time employees.
- 15.15 Employees who are laid-off will be retained on the Employer's seniority list for a period of fifty-two (52) weeks, after which they may be struck from or be retained on their list with the consent of the Parties to this Agreement, which shall not be unreasonably withheld.
- 15.16 It shall be the duty of the employee or laid-off person to notify the Employer's Human Resources department promptly, in writing, of any change in his/her address, email address or telephone number. If an employee or laid-off person shall fail to do this, the Employer shall not be responsible for the failure of the notice to reach him/her and any notice which appears on the employee's personnel records shall be conclusively deemed to have been received by the employee or laid-off person on the fifth (5th) day after it was sent.

15.17 PERMANENT CLOSURES

Should the Hotel close a food and beverage outlet permanently, the affected employee may exercise his/her seniority and displace an employee in an equal or lower classification, in another food and beverage outlet, with lesser departmental seniority providing the employee has the skill, ability, availability, and efficiency to do the job. The employee must be willing to assume the shift of the displaced employee. Where skill, ability, availability, and efficiency to do the job are equal then departmental seniority will be the governing factor and the employee shall retain house seniority.

The Employer will give the Union and employees eight (8) weeks' notice before any permanent closure takes effect. It is understood that this notice is a courtesy and is not meant to be working notice. Working notice will be in accordance with the Ontario *Employment Standards Act*, as amended from time to time.

Should the hotel close a department, the Employer will undertake to place the affected employee into another department, if a position is available and the employee has the skill and ability to do

the work involved. Where skill and ability are equal, then seniority will be the governing factor and the employees shall retain their house seniority while being required to accumulate their departmental seniority in their new position.

Should no suitable position be available then the affected employee shall have the following options:

- (a) The employee may elect to stay on the seniority list for a period of fifty-two (52) weeks and be subject to recall for suitable employment as noted above.
- (b) The affected employee may elect to accept severance pay in accordance with the *Employment Standards Act* for the Province of Ontario and be removed from the seniority list.

ARTICLE 16 - HOTEL CLOSURE

16.01 The Employer shall advise the Union in advance of any contemplated shutdown of operations, full or partial (i.e. department closure), that will affect the Employees. Notice shall be in writing, and indicate the reason for the action.

16.02 In the event that job loss is unavoidable, the Employer agrees to meet with the Union to review options available.

ARTICLE 17 - RENOVATIONS

17.01 If the employer anticipates a closure due to renovation, they must notify the union as soon as they are aware and the following would apply:

At the completion of the Hotel renovation, employees will be recalled to work in accordance with their classification seniority. The recall language in the collective agreement will not apply during the time period of the renovation.

17.02 All employees who are recalled will be recalled to the position they held prior to the renovation, if it still exists, or to a comparable position if it does not, subject to them having the skill, ability, availability and efficiency to do the job.

17.03 During any hotel renovation, the Employer agrees to continue payments of health and welfare premiums for all employees laid off as a result of the renovation for no less than six (6) months or the length of the renovation, whichever is shorter as long as the employee continues to pay their portion of the premium.

ARTICLE 18 – SUBCONTRACTING

18.01 No employee employed on the date of signing of this collective agreement shall be laid off during the term of this agreement, as a direct result of the employer contracting out any work currently performed by present employees. It is understood that some specialized work and or equipment must be performed by outside contractors due to the nature of the work or specialized skills outside of the bargaining unit.

The foregoing limitations shall not apply to any work that is currently contracted out.

ARTICLE 19 - WAGES

19.01 The wage rates in effect will be as per Schedule A attached.

19.02 The Schedule of Wages contained in Schedule A is the minimum and shall be applicable to all employees; any employee who is receiving a higher rate of pay than the minimum shall not suffer any reduction because of the signing of this Agreement, and he/she will be eligible for increases where applicable.

19.03 Those classifications in which a Hotel normally has employees shall not be eliminated during the life of this Agreement without prior discussion between the Employer and a Union Officer.

ARTICLE 20 - HOURS OF WORK AND WORKING CONDITIONS

20.01 The normal work week in all departments of the hotel shall be forty (40) hours per week. The forty (40) hour week shall consist of five (5) days per week and eight (8) hours per day. There is no guarantee of hours for any employee.

20.02 Departmental weekly work schedules shall be posted not less than three (3) days prior to the scheduled period. Where a schedule is revised with less than two (2) days notice, the employees concerned shall be advised personally or by telephone. If such personal contact occurs less than two (2) days before the scheduled period, the employee shall have the option of accepting or refusing the particular shift.

The posting of schedules does not constitute any guarantee that work will be available. In the event of lost time due to lay-off in a department or group, work may be offered to employees on their scheduled days off at their regular hourly rate of pay in order to make up such regular time lost.

20.03 The Employer agrees to schedule as many eight (8) hour shifts as possible, however it is understood that most food and beverage shifts may be less than eight (8) hours; after this is done,

the Employer may schedule, if necessary, shifts of shorter duration. Employees who are scheduled to work less than eight (8) hours per day will not be scheduled less than four (4) hours. Should a full-time employee, working short schedule, elect to work other shifts that may come available due to unexpected business, then the parties agree the Hotel will not be required to make any overtime payments to accommodate their requested changes in days off or shift changes.

20.04 Part-time employees will be guaranteed a four (4) hour reporting for work allowance in accordance with the above.

20.05 In the event of a work shortage or a decline in workload in any given classification, employees within the classification may volunteer, upon management's request, to leave prior to the scheduled departure time, provided the employee has received the reporting pay or pay in lieu thereof. Preference shall be given to senior employees.

20.06 In the event of a drastic decline, beyond the control of management, and in the event that no employee has departed as outlined in Article 20.05, employees may be compelled to depart in inverse order of classification seniority, provided that the employee has received the reporting pay or pay in lieu thereof and that there is at least one (1) other employee in the classification remaining to perform work.

20.07 Full-time employees must provide availability for at least five (5) days per week, and must be available to work on weekends, unless the Employer agrees otherwise.

20.08 Part-time employees must be available to work at least two (2) days per week, and must be available to work on weekends, unless the Employer agrees otherwise.

20.09 Full-time and part-time employees may from time to time submit a request not to be assigned work on a specific date(s) and the Employer will consider such requests.

20.10 The Employer shall endeavour to provide employees with two (2) consecutive days off each week, when possible.

20.11 An employee who is scheduled to work for at least four (4) hours and is sent home before the end of their shift will be paid at least four (4) hours, except in situations of flood, fire, power failure, or other force majeure.

ARTICLE 21 - OVERTIME REGULATIONS - DAILY BASIS

21.01 Employees shall receive for hours of work in excess of twelve (12) hours of work daily or 40 hours weekly, overtime pay at the rate of time and one half (1½) of their regular hourly rate (exclusive of premiums and gratuities) for hours of work, and all overtime will be assigned by seniority whenever possible.

21.02 Each employee must obtain from his or her Department Head authorization in writing in advance of his or her overtime work before overtime money will be paid.

21.03 Should any employee voluntarily switch shifts resulting in potential overtime, overtime will not be paid.

21.04 All overtime opportunities will be offered first within a Departmental (F and B) classification (by classification seniority). It is understood that overtime will not be offered until employees within the departmental classification who have not received forty (40) hours per week are first given an opportunity to work (in order of classification seniority), and overtime will be distributed evenly.

ARTICLE 22 – OTHER WORKING CONDITIONS

22.01 Employees must punch in and out in their department in full uniform. No allowance will be made for time on the time records prior to the regular starting time, without authorization by a Department Head. Unless the Department Head's authorization is secured on each occasion, the additional time shown on the time record at the commencement of a work period will be considered as time not worked.

22.02 Employees will be given one fifteen (15) minute rest period for the first four (4) hours scheduled to work, and worked. Should the employee be scheduled for a second four (4) hours in any one day, then they will be given a second fifteen (15) minute rest period during that four hours.

22.03 All employees who are scheduled for five (5) hours or more shall be entitled to an unpaid half (½) hour meal break.

22.04 CORKAGE FEE

The Employer will continue to charge guests no less than thirty-five dollars (\$35.00) per bottle of wine brought in from outside, which will appear on the bill as "open wine." Standard gratuity rules will apply to any gratuity left on this amount.

22.05 When a person makes a reservation for a party of eight (8) or more for lunch or dinner in one of the Hotel restaurants or bars, a mandatory gratuity of eighteen percent (18%) will be added to the bill.

22.06 When an employee is scheduled to report to work and they absent themselves, management will have the right to inquire as to the reasons for their failure to report.

22.07 All cases of absence must be reported to the Department Head or Manager on Duty if the Department Head is not available, on the first day within a period of three (3) hours prior to the normal reporting time of the employee concerned where possible.

22.08 Authorized attendance at employer training sessions, including Health and Safety, emergency and guest service or departmental meetings which occur above eight (8) hours worked in one day or forty (40) hours worked in one week, will be paid at straight time rates. An employee, who is not scheduled to work on a particular day and is required to report for a training session, that employee shall be paid a minimum of four (4) hours.

22.09 TECHNOLOGICAL CHANGES

Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery.

Where new or greater skills are required than are already possessed by employees affected by a technological change, such employees shall be given a reasonable period of training, during which they may acquire the skills necessitated by the technological change. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be performed in the hotel during the hours of work whenever possible.

If by reason of a technological change the employee cannot be retrained, the employee may elect to seek alternative work within the hotel in accordance with Article 15.12.

ARTICLE 23 – UNIFORMS

23.01 The company's current practice for providing, laundering and maintaining uniforms will remain in place. Uniforms or special equipment furnished by the employer cannot be used or worn outside the workplace.

23.02 Any change at the Hotel from the standards in effect as of the date of ratification in the style of uniforms that would require supporting colour-coordinated garments would be a subject of discussion with the Union.

23.03 SHOE ALLOWANCE

Effective Year 1 of the Collective Agreement, the Employer will provide a shoe allowance of seventy-five dollars (\$75) to those employees required to wear safety shoes (including steel-toed and non-slip shoes) once a year for full-time employees and once every two (2) years for part-time employees, upon providing a receipt.

The Employer will provide a shoe allowance to all other employees of forty dollars (\$40) once a year for full-time employees and once every two (2) years for part-time employees.

23.04 The Hotel will offer tool replacement for Maintenance, on replacement of tools broken during the course of their work.

ARTICLE 24 – HEALTH AND SAFETY

24.01 The Employer and the Union agree that they will mutually cooperate and maintain reasonable standards of Health and Safety in order to prevent injury and illness.

24.02 An employee who is required by law to submit to a medical examination shall not be compensated for any loss of income by the Employer. An employee who is required by the Employer and not by any law to submit to a medical examination during working hours shall be paid at his/her straight time hourly rate for a reasonable amount of time spent in attending to such examination. Completion of a functional abilities form is not considered to be a medical examination; employer will reimburse an employee a reasonable and customary amount when a fee is charged by a doctor for completion of this form.

24.03 Members who work at night alone, and/or who enter guest rooms alone will be supplied with a personal alarm.

24.04 The current *Occupational Health and Safety Act*, as amended, shall remain in effect for the life of the Collective Agreement.

24.05 JOINT HEALTH, SAFETY AND ENVIRONMENT COMMITTEE

The Union will select four (4) committee members and the company will select an equal number of committee members. The Joint Health and Safety Committee will promote and encourage all employees to actively participate in health and safety matters.

ARTICLE 25 - ROOM SERVICE

25.01A suggested gratuity in the amount of eighteen percent (18%) shall be shown on the guest's check for Room Service orders, with understanding that non-payment of all/any service charge to the Hotel by the guest will be recoverable from the employee.

ARTICLE 26 – BANQUETS

26.01 The gratuity charged for banquet functions will be fourteen percent (14%). One hundred percent (100%) of the gratuity will go to unionized staff who service the banquet functions.

The breakdown of the gratuity pool will be:

13% to the servers/bartenders

1% to the kitchen/receivers

Servers, bartenders, kitchen staff and the receiver will receive their allocated portion of the gratuity based on hours worked in the biweekly pay period.

26.02 HOURS OF WORK AND OVERTIME

Hours of work and overtime provisions for all employees under this schedule shall provide for overtime premium rate after forty-four (44) hours worked in a week.

26.03 It is further agreed that the cheques, or relevant documents, showing the total amount of service charge signed by the guest, will be available for inspection by the Union upon written request. Non-payment of such service charge to the hotel is subject to deduction from subsequent lists.

26.04 The Union shall be notified of such non-payments. Adjustments on any non-payments will be made by the Catering Manager on a subsequent list of employees concerned.

26.05 A representative of the Union, upon written request shall be permitted to make an audit of the relevant documents covering service charge distribution and submit an audit report to both Parties in writing declaring his/her findings within thirty (30) days of completion of audit. Failure to produce this audit will nullify the above clause and its intent.

26.06 Banquet servers should be scheduled based on classification seniority.

26.07 It is agreed that of the total amount of the gratuity left by the guest in the event of a C.O.D Bar, one hundred percent (100%) will be distributed to unionized staff who worked the event.

26.08 TASTINGS AND TRIAL FUNCTIONS

Tastings are run by the Event Manager, Banquet Manager and/or Banquet Chef. There is no charge, no gratuity, and it is done for all major events. Unionized staff do not work this non-gratuity function.

26.09 A Server shall not be required to perform a Cook's duty including carving meat.

26.10 If no availability is provided, the employer will assume that the employee has no availability. If availability is not provided for a period of six (6) consecutive months an employee shall be deemed to have terminated his/her employment.

26.11 The Employer will not use agency workers in Banquets, unless no one in a similar classification is available, and all such agency workers will not be entitled to gratuities in the pool.

ARTICLE 27 - HOUSEKEEPING DEPARTMENT

27.01 In the Housekeeping Department the employees and the Employer shall follow these guidelines in room assignments.

The Union and the Employer understand that the room attendants are paid to work by the hour not by the room.

- (1) The parties agree that room attendants are expected to take breaks and meal periods.
- (2) In the event that a Room Attendant believes that she/he will not be able to complete the assigned number of rooms or turndowns in the time allocated, she/he shall advise her/his supervisor as soon as she/he is aware but preferably no later than the middle of the shift. The supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this paragraph #2.
- (3) The parties agree that if a Room Attendant is assigned a clean room she/he must also notify their Supervisor, who will reissue the Room Attendant another room to clean.
- (4) Room Attendants who are assigned to clean on three (3) floors or more will have their room assignments reduced by one (1) credit on that particular day.
- (5) Room Attendants who are assigned to clean large rooms, as they are currently configured, will continue to be assigned two (2) room credits for each of those rooms on that particular day. For example, room 610, the Dominion Suite, equals two (2) credits.
- (6) The company agrees the past practice will continue in the assignment of rooms.

- (7) Supply of Linens: The Employer agrees to continue to make best efforts to supply sufficient linen to the Linen Room for use by the Room Attendants.

Room Attendants agree to stock their carts with enough linen for no more than eight (8) rooms at a time.

- (8) Supply of Equipment and Cleaning Materials: The Employer agrees to continue to make best efforts to supply proper equipment and cleaning materials for use by Room Attendants.
- (9) The company agrees to provide all required tools to ensure that room attendants and housepersons can work safely.
- (10) The company agrees to notify room attendants and housepersons whether the guest has a pet in a guest room prior to assigning rooms.

ARTICLE 28 – VACATIONS

28.01 The Employer recognizes the need for rest and recreation on the part of its employees.

28.02 Vacation pay will be accrued from earnings on all hours worked.

28.03 The entitlement of annual vacation with pay will be accordance with the following schedule for all employees employed on date of ratification:

All regular employees of the Company who have completed one (1) year of continuous service with the Company but less than five (5) years in their anniversary year shall receive two (2) weeks' vacation pay with four percent (4%) of gross wages.

All regular employees of the Company who have completed five (5) years of continuous service with the Company in their anniversary year shall receive three (3) weeks' vacation with six percent (6%) of gross wages.

28.04 An employee with less than one (1) year of service shall be entitled to four percent (4%) of his/her earnings as vacation pay.

28.05

- (a) Vacation Pay is accrued in the year preceding the date the employee is entitled to an extra week's vacation.
- (b) Vacations shall be granted within twelve (12) months following the date on which an employee qualifies.

28.06 Due to the peculiarities of the Hotel business, it is recognized that during certain periods, minimum scheduling of vacations is necessary, therefore, the Employer may grant vacations so as it does not prevent the Employer from maintaining a qualified and adequate work force.

28.07 Vacation credits shall not be cumulative from year to year.

28.08 It is agreed by the Parties that the Hotel will retain its present system of payment for vacation wages for part-time employees for the duration of this Agreement.

28.09 The usual deductions from an employee's pay will be deducted from the employee's vacation money.

28.10 All full-time employees with the greatest length of continuous service will be given first choice of vacation dates, provided the Employer shall be entitled to maintain a qualified and adequate work force.

28.11 The Employer will arrange for a vacation schedule to be posted by department by February 1st of each year.

28.12 The vacation schedule in its final form will be posted by department by March 31st of each year. Vacations requested by employees after the approved schedule has been posted will be subject to availability only on a first request basis.

ARTICLE 29 — PAID HOLIDAYS

29.01 The Company and the Union will observe the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- December 26th
- Two (2) Floating Personal Days

(Personal Day are understood to be non-cumulative paid days off, and may not be carried forward to future years.)

29.02 Payment for said holiday shall be as per the Ontario *Employment Standards Act*, as amended from time to time.

An employee does not qualify for a paid holiday if the employee:

- is employed less than three (3) months (except for Statutory Holidays)
- does not work their scheduled regular day of work preceding and following the holiday
- having agreed to work on a public holiday, does not report for and perform the work without reasonable cause.

29.03 Floating Personal Days shall be taken at the employee's discretion, subject to management approval which shall not be unreasonably denied, and may include payment for first day of sickness.

29.04 When required to work on the above noted holidays, all employees shall be paid as per the Ontario *Employment Standards Act*, as amended from time to time.

29.05 Employees required to work, but who absent themselves from employment on the above dates shall be considered absent without leave, and do not qualify under this provision.

29.06 In order to qualify for payment on a statutory holiday as provided for above, the eligible employee must work his scheduled shift on the day immediately prior to and his scheduled shift immediately following the holiday concerned, unless the employee has attended their regular physician and have a note dated for the day in question, specifying a bonafide illness or condition that indicates the employee will be unable to perform any duties (including their regular duties). This note must also indicate the length of time that the employee is unable to work. However, no payment will be made when an employee has not worked a scheduled shift within four (4) weeks before the designated holiday.

29.07 When a holiday falls on an employee's working day they may request to work that holiday at regular wages for the hours worked and identify another day off at the employee's regular rate of pay in lieu of the double payment for statutory holidays. Requests may be granted, based on business needs. The request must be made in writing by the employee at least two (2) weeks prior to the holiday and will be taken either during that two (2) weeks, or a maximum of two (2) weeks after that holiday, and under no circumstances may be cumulative. Once the request has been made, the granting of the lieu day will be mutually agreed within fourteen (14) days of the request. If there is no agreement the Department Head reserves the right to decide upon a date. In all cases it will not prevent the Employer from maintaining an adequate work force.

29.08 Where an employee is not scheduled to work on a holiday the Company shall give the employee the choice of:

- a. paying the employee his/her regular straight time rate of pay for the day; or

- b. by mutual agreement, allow the employees to designate a working day within thirty (30) days and the date so chosen shall be deemed to be the holiday.

ARTICLE 30 - LEAVE OF ABSENCE

30.01 Leaves of Absence without pay and benefits as herein provided shall be in writing and granted at the Employer's discretion, and shall not be unreasonably denied. Any person who is absent with written permission shall not be considered laid-off, and his/her seniority shall continue to accumulate. Employees must use a leave of absence for the purpose for which it was granted.

30.02 Any employee elected or appointed to a full-time Executive position within the Union will be granted a Leave of Absence without pay and benefits as herein provided for a period of three (3) years.

30.03 Requests for Leave of Absence must be made in writing to the Manager as early as possible, but no later than three (3) weeks prior to the desired date of commencement of such leave. The request must state: date of commencement, duration of Leave of Absence and reason for requesting the Leave. The Employer will not unreasonably refuse requests for a leave of absence delivered later than the stated deadline, if the Employee could not have made the request sooner.

30.04 The Employer will reply in writing to the employee within seven (7) days after receipt of the request for Leave of Absence.

30.05 JURY DUTY

Employees serving as jurors will receive full pay while absent from work on jury duty, up to a maximum of ten (10) working days. The employees will present proof of service and will turn over to the Employer the payment excluding traveling, meals and other expenses they received for said jury services.

30.06 UNION LEAVES AND TRAINING

- (a) The Employer shall grant Leave of Absence without pay to employees to attend Union conventions, seminars, education classes, or other Union business. The maximum leave shall be no more than five (5) working days in any calendar year, subject to business demands. Such leave shall not be unreasonably denied.
- (b) In requesting such Leave of Absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer.

- (c) The request will not involve more than four (4) employees at any one time and not more than one (1) employee from any one department.
- (d) With regard to such leave of absence as in (a) above, the Union will pay the employee's wages directly.

30.07 PREGNANCY AND PARENTAL LEAVE

Employees shall be entitled to pregnancy and parental leave in accordance with the Ontario *Employment Standards Act, 2000*, and appropriate federal statutes.

30.08 BEREAVEMENT LEAVE

An employee who suffers a loss in his/her immediate family or his/her partner's immediate family, shall be granted up to three (3) days leave of absence with pay, as long as those days were scheduled working days. "Immediate family" for the purposes of this Article, shall mean mother, father, spouse, partner, son, daughter, brother, sister, mother-in-law, father-in-law, grandchildren or grandparents. The maximum number days for any employee in a calendar year will not exceed three (3).

ARTICLE 31 - HEALTH AND WELFARE/WEEKLY INDEMNITY PLAN

31.01 As of the date of ratification, the Company will provide all full-time employees who have passed probation and their dependents with employee group insurance as per Schedule B attached hereto. Full-time employees hired after the date of ratification will receive benefits commencing the first of the month after they complete their probationary period with the Company. For the purpose of the provisions of this Article, immediate family includes those described as eligible dependents in the Ontario Health Insurance Plan. The Company and its insurers reserve the right, at any time and from time to time to:

- 1) change insurers and/or
- 2) change the nature and extent of the coverage provided that the resulting coverage remains substantially similar or better.

The Company will advise the Employees and the Union of any such change and give the employees thirty (30) days' notice before any change is implemented.

31.02 The Company will pay eighty percent (80%) and the Employee will pay twenty percent (20%) of the health and welfare premium.

31.03 Insurance for employees laid off will be continued for six (6) months following the notice of layoff, provided the employee pays their portion of the premium, and will be reinstated from the first of the month following recall.

ARTICLE 32 - UNION FUNDS

32.01 UNIFOR PAID EDUCATION LEAVE (PEL) FUND

The Company agrees to contribute one cent (\$0.01) per hour worked per employee to the Unifor Paid Education Leave Fund.

ARTICLE 33 - TERMINATION OR MODIFICATIONS

33.01 This agreement shall be in effect from April 7, 2021, and continue in effect until April 6, 2024.

33.02 If either party wishes to propose changes or amendments to this Collective Agreement, they will give notice to the other party no more than ninety (90) days and no less than thirty (30) days before the expiry of the Collective Agreement. Should neither party give notice, the Collective Agreement will continue for an additional year.

SIGNED this _____ day of April, 2021.

UNION	COMPANY

SCHEDULE A - WAGES					
	Base Rate	Ratification	Year 2	Year 3	
		0.5%	1.0%	1.0%	
Front Desk					
Guest Service Supervisor	\$ 21.63	\$ 21.74	\$ 21.96	\$ 22.18	
Night Auditor	\$ 21.00	\$ 21.11	\$ 21.32	\$ 21.53	NOTE: no night shift premium
Guest Service Agent	\$ 19.63	\$ 19.73	\$ 19.93	\$ 20.12	
Housekeeping					
Maintenance	\$ 23.00	\$ 23.12	\$ 23.35	\$ 23.58	
Room Attendant	\$ 19.63	\$ 19.73	\$ 19.93	\$ 20.12	
Houseperson*	\$ 19.63	\$ 19.73	\$ 19.93	\$ 20.12	
Housekeeping Supervisor	\$ 21.22	\$ 21.33	\$ 21.54	\$ 21.75	
Restaurants & Bars					
Bar Supervisor	\$ 16.48	\$ 16.56	\$ 16.73	\$ 16.90	
Bartender	\$ 12.57	\$ 12.63	\$ 12.76	\$ 12.89	
Server Supervisor	\$ 14.42	\$ 14.49	\$ 14.64	\$ 14.78	
Server	\$ 12.57	\$ 12.63	\$ 12.76	\$ 12.89	
Host/Reservations	\$ 14.42	\$ 14.49	\$ 14.64	\$ 14.78	
Barback	\$ 14.42	\$ 14.49	\$ 14.64	\$ 14.78	
F&B Support	\$ 14.42	\$ 14.49	\$ 14.64	\$ 14.78	
Events					
Bartender	\$ 12.57	\$ 12.63	\$ 12.76	\$ 12.89	
Server	\$ 12.57	\$ 12.63	\$ 12.76	\$ 12.89	
Server Supervisor	\$ 14.42	\$ 14.49	\$ 14.64	\$ 14.78	
Kitchen					
Pastry Cook	\$ 19.31	\$ 19.41	\$ 19.60	\$ 19.80	
First Cook	\$ 19.31	\$ 19.41	\$ 19.60	\$ 19.80	
Second Cook	\$ 17.51	\$ 17.60	\$ 17.77	\$ 17.95	
Dishwasher	\$ 16.00	\$ 16.08	\$ 16.24	\$ 16.40	
Shipping and Receiving	\$ 19.57	\$ 19.67	\$ 19.86	\$ 20.06	
*Night shift Premium \$1.00					



SCHEDULE B – BENEFIT SUMMARY

Benefits summary

Crescent Hotels and Resorts Canada Company ULC
 Policy number: 647259
 Class 00C – Hourly Employees

Effective date of the policy: February 1, 2020

This document gives you an overview of your plan for your reference while you're waiting for your benefit booklet to be posted on the secure site for plan members. If there is a discrepancy between this overview and the booklet, the booklet will prevail.

EXTENDED HEALTHCARE BENEFIT		
Deductible		Nil
Termination		Age 70 or at retirement, whichever comes first
Drugs		Maximum
Prescription drugs	100%	Dispensing fee cap of \$9.00 per prescription Annual maximum of \$10,000 per person
Paramedical Services	Reimbursement	
Acupuncture	80%	Maximum of \$350 per person per calendar year
Audiologist		Maximum of \$350 per person per calendar year
Chiropractor		Maximum of \$350 per person per calendar year
Massage therapist		Maximum of \$350 per person per calendar year
Naturopath		Maximum of \$350 per person per calendar year
Osteopath		Maximum of \$350 per person per calendar year
Physiotherapist and physical rehab therapist		Combined maximum of \$350 per person per calendar year
Podiatrist and chiropodist		Combined maximum of \$350 per person per calendar year
Psychologist and social workers		Combined maximum of \$350 per person per calendar year
Speech therapist		Maximum of \$350 per person per calendar year
Chiropractor, Osteopath and Podiatrist x-rays		Maximum of \$50 per person per practitioner per calendar year
Vision Care		
Eye exam	80%	\$50 in any 24 month period for adults \$100 in any 12 month period for children under age 19
Eyeglasses, contact lenses and laser eye surgery		\$200 in any 24 month period for adults \$200 in any 12 month period for children under age 19
Hospitalization		
Short-term hospitalization	80%	Semi-private room
Home Nursing Care		
Home Nursing Care	80%	\$10,000 per person in per calendar year
Medical Equipment and Supplies		
CPAP, oxygen, insulin pump, TENS nerve stimulators. Additional equipment may be included as stipulated by the insurer	80%	Covered*
Elastic support stockings (with a minimal compression degree of 20mm/hg)		Maximum of \$500 per person per year
Glucometer		One device per person in any 36 month period to a maximum of \$300
Hearing aids (including batteries for the initial purchase)		\$500 per person in any 5 year period
Lab tests, ultrasounds, X-rays, MRI and scants		Combined maximum of \$1,000 per person per calendar year
Orthopaedic shoes		Maximum of \$150 per person per calendar year
Orthotics		Maximum of \$400 per person every 3 calendar years
Spinal brace, brace for limb, truss or cast, conventional hospital bed		Covered*
TENS machine		Lifetime maximum of \$700 per person

Travel insurance		
Travel insurance	100%	Lifetime maximum of \$5,000,000 per person

* Please contact our Customer Contact Centre at 1-800-263-1810 for additional information on the above benefits or regarding services or medical supplies not listed here.

DENTAL CARE BENEFIT		
Deductible	Nil	Nil
Termination		Age 70 or retirement, whichever comes first
Basic Services	Reimbursement	Maximum
Diagnostic (x-rays)	80%	All basic services: \$1,000 per person per calendar year
Preventive (cleaning)	80%	
Restoration (fillings)	80%	
Endodontics (root canal treatment)	80%	Recall visit frequency: One in any 9 month period
Periodontics (treatment of the gums)	80%	
Minor surgery (extractions)	80%	

	Basic Life Benefit
Amount of insurance	\$25,000
Maximum	\$25,000
Reduction	50% at age 65
Termination	Age 70

	Dependent Life Benefit
Amount of insurance	Spouse - \$5,000 Each child - \$2,500
Reduction	None
Termination	Age 70

	Basic Accidental Death & Dismemberment Benefit
Amount of insurance	Equal to the basic life benefit amount
Maximum	\$25,000
Reduction	50% at age 65
Termination	Age 70

LETTER OF UNDERSTANDING #1 - Re: FAIR LABOUR STANDARDS, PRODUCTS AND MATERIALS

The Employer undertakes to consider using services, products and other materials necessary to the proper functioning of the hotel, which are manufactured, provided or produced under fair labour conditions. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #2 - Re: EQUAL OPPORTUNITY EMPLOYMENT AND DIVERSITY

The Employer is committed to a comprehensive approach to a diverse workforce, practicing equal employment opportunity and engaging in affirmative efforts to create and maintain an environment that supports and encourages the contribution of all employees. We pledge to have a productive and hospitable environment with a workforce reflective of the diversity in the Toronto area. We are proud of our diversity and the benefits it brings to our hotel.

An arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #3 - Re: WORKPLACE DIGNITY

The Union and the Employer recognize that all workers in the hospitality industry are deserving of the highest regard and as such, the parties agree that the continued success and operation of the employer's establishment is dependent upon their mutual respect for one another's work. The Union, the Employer, the non-union and union employees will work together to honour the principles of respect and dignity. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #4 - Re: BRAND STANDARDS

The Broadview Hotel has a commitment to quality and customer service. This means that the parties to this contract, as well as the managers and other employees working at the hotel are committed to providing a high level of guest experience in terms of service and a total quality experience. The Union recognizes that cooperation to maximize the guest experience can be beneficial to both the employee and the hotel and will be effectuated through training, including training on brand standards. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #5 - Re: PARTNERSHIP ON TRAINING AND JOB OPPORTUNITIES

WHEREAS the Company and the Union agree that high quality worker training and skills upgrading leads to high standards of service excellence;

AND WHEREAS the Company has an interest in the recruitment and retention of skilled workers in its current and future properties;

AND WHEREAS training and skills development provide greater and more equitable access to jobs and promotional opportunities;

AND WHEREAS training is based on a mutually respectful training partnership between the Company and the Union;

AND WHEREAS the parties agree that the Company shall not be required to make any financial commitment with regard to this proposal. Should the Employer contribute to the Unifor Local 112 Equal Opportunity Training Fund, the parties agree that the monies so contributed shall be disbursed by consensus decision of a committee which shall include a Hospitality Workers Training Centre Representative or Local 112 Representative, a representative of the hotel management, and one (1) union appointed bargaining unit member.

THEREFORE BE IT RESOLVED that the Union and the Company agree to jointly address a wide range of employment issues including recruitment, retention, job training and job placement including but not limited to the following examples of training.

- 1) The employer will work with the Union to provide English as a Second Language (ESL) and literacy classes to employees at the worksite, either directly, or in partnership with not-for-profit ESL providers.
- 2) Vocational skills training programs in housekeeping, kitchen, food and beverage, maintenance and other departments for both promotions within and between these departments.
- 3) Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.
- 4) Programs to evaluate and properly recognize prior learning and/or foreign credentials.
- 5) A commitment to involving workers in the planning and delivery of training, including on-going opportunities for peer-based training needs analyses, training plan development and where appropriate, delivery of training programs.
- 6) Any other program as agreed upon by both parties.

The Union recognizes that the Company expects employees to share its commitment to quality and customer service. This shared commitment is necessary for the Hotel to

effectively deliver enhanced training and guest service. The Union further recognizes that training on Employer's brand standards is exclusively the function and responsibility of the employer.

An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #6 - Re: GUEST ROOM SPECIAL SET-UP

Any special setup and service in a guest room that is on a BEO will be set up and serviced by a Banquet Server.

LETTER OF UNDERSTANDING #7 - Re: BANQUET AND RESTAURANT PRACTICE

The employer agrees that if a guest contracts space which is utilised by an existing restaurant, and is generated on a BEO that no restaurant servers who would usually be scheduled will be displaced.

The servers or bartender who would usually be scheduled will be scheduled first and any additional staff will be added from the banquet department, and the servers will participate in the gratuity pool for that event only.

If the event is scheduled outside of regular restaurant hours, and no server or bartender would be displaced the event would be fully staffed by banquet department. It is understood that regular restaurant hours are subject to change, however this will not be used in a way to subvert the meaning of this letter.

LETTER OF UNDERSTANDING #8 - Re: HOUSEKEEPING ASSIGNMENT OF ROOMS

The Employer will continue the past practice of the manner in which rooms are assigned to Room Attendants.

LETTER OF UNDERSTANDING #9 - Re: RECALL RIGHTS AND BENEFIT COVERAGE DURING THE PANDEMIC

All employees of the Employer who were laid off for shortage of work on or after March 13, 2020 and before December 31, 2020 ("the Affected Employees") and have not chosen to take their severance and leave their employment with the hotel shall maintain recall rights until March 13, 2022. On December 17, 2021, all employees who have been continuously laid off since March 13, 2020, will be offered the option to terminate their employment and be paid their statutory entitlements.