

COLLECTIVE AGREEMENT

Between:

**North York Park Home Hotel LP o/a Novotel Toronto North
York Hotel**

(Hereinafter referred to as "the Employer")

- and -

UNIFOR and its Local 112

(Hereinafter referred to as "the Union")



Term: October 20, 2022 – October 19, 2025

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.1** The general purpose of this Collective Agreement is to establish mutually satisfactory relations between the Employer and the Union on behalf of the employees covered hereby, to secure the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages, and to provide for the efficient operation of the hotel.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.1** The Employer recognizes the Union as the sole exclusive bargaining agent for all employees including front office employees of North York Park Home Hotel LP o/a Novotel Toronto North York Hotel, employed at 3 Park Home Avenue in the City of Toronto, save and except supervisors, persons above the rank of supervisor, accounting employees, security employees, human resources employees and co-op students.

- 2.2** All reference to the male gender in this Agreement shall be read as applying to the female gender where the context would apply.

- 2.3** Where the singular is used throughout the Articles within this Agreement it is agreed that the plural is an acceptable substitute wherever the plural gender is applicable.

- 2.4** 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 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 or effect of eliminating any scheduled position, nor would it justify chronic understaffing.

- 2.5** All employees who regularly work twenty-four (24) hours or more in a week, exclusive of overtime will be classified as full-time employees.

- 2.6** All employees who regularly work less than twenty-four (24) hours in a week will be classified as part-time employees.

- 2.7** For purposes of greater clarity, an employee shall only move from part-time to full-time status when:

- a) She has been the successful applicant for a full-time position pursuant to Article 11.

b) She has worked an average of twenty-four (24) hours or more per week in a classification over the previous calendar year. For the purpose of computing hours worked, these shall include statutory holidays, vacations, weekly indemnity, *WSIA* leave and *ESA* leave, based on the average number of hours the employee normally works.

2.8 The annual review of hours worked in the previous calendar year will take place on or around February 1 and August 1.

2.9 An employee will not move from full-time to part-time status unless the employee consents or the employee consistently refuses available full-time hours. Prior to attaining full-time status pursuant to this Article, an employee must indicate his/her willingness to be available to work full-time hours.

2.10 It is understood that in order to achieve full-time status within a classification for classification seniority purposes, only hours worked within that classification shall and will be considered. Employees will not be permitted to combine hours worked in more than one classification to achieve full-time status for classification seniority purposes.

2.11 A part-time employee who goes to full-time status will be added at the bottom of the full-time seniority list. A full-time employee who goes to part-time status will carry her classification and departmental seniority and her seniority will be intermingled on the part-time seniority list.

ARTICLE 3 - RELATIONSHIP

3.1 Union Activity:

The Employer and the Union agree that no intimidation, no discrimination, no interference, and no restraint or coercion shall be exercised against any employee by either of the parties to this Agreement or their representatives on account of such employee's membership in the Union.

The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the hotel during working hours, except as permitted by the Ontario *Labour Relations Act*.

3.2 Union Access:

Properly authorized representatives of the Union shall be permitted to enter the premises at reasonable times to meet with employees and Union Stewards regarding Union Business, by providing the Human Resources Director or her designate with reasonable notice. The Union acknowledges that employees and Union Stewards have their regular duties to perform and as such they will not leave their regular duties without first obtaining permission from their supervisor, which permission will not be unreasonably

withheld. When an employee or Union Steward resumes his regular duties, he will report again to his/her supervisor.

3.3 Joint Meetings:

The parties agree that regular meetings between the Employer and Union representatives (including the Unit Chairperson and Union Stewards) can be useful in anticipating and resolving issues. The parties agree to schedule quarterly meetings (or more frequent meetings if the parties each of maximum two (2) hours which will take place if either party provides to the other, a written agenda at least two (2) weeks in advance.

3.4 The Employer shall provide all new employees with copies of the Collective Agreement and shall introduce them to their departmental shop stewards during their orientation period.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Subject to the express provisions of this Agreement, the Union agrees that supervision, management and control of the Employer's business operations and facilities are exclusively the function of the Employer and that the Employer has the right to make such reasonable rules, regulations and decisions as it considers necessary or advisable for the orderly and efficient conduct of its business. Without limiting the generality of the foregoing, it is the exclusive function of the Employer, except where expressly modified by this Agreement, to:

- a) maintain order, discipline and efficiency;
- b) hire, retire, assign, direct, promote, demote, classify, transfer, layoff, recall and, for just cause, to suspend, discharge or otherwise discipline employees subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- c) determine the location of operations, their expansion and their curtailment, the schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments; add, change, or abolish job classifications; determine the qualifications of an employee to perform any particular job, the nature of tools, equipment and machinery, methods or processes; subcontract or discontinue work; decide on the number of employees needed by the Employer at any time.
- d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- e) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.

f) It is recognized and agreed that commitment, responsibility and accountability in providing excellence in service to Hotel guests is of importance to the operation of the Hotel.

4.2 The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement.

4.3 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.

ARTICLE 5 - STRIKES / LOCKOUTS

5.1 The Union undertakes and agrees that while this Agreement is in force there shall be no strike, sympathy strike, or secondary boycott. The Employer agrees that there will be no lockout while the agreement is in force.

ARTICLE 6 - UNION SECURITY

6.1 Condition of Employment:

All employees within the scope of the bargaining unit shall as a condition of employment become and remain members in good standing of the Union.

6.2 New employees:

New employees shall make application for membership in the Union at the time of hiring, on forms furnished by the Union to the Employer. The aforementioned form, upon completion, shall be forwarded to the Union with the regular monthly dues and remittances.

6.3 The Union agrees to accept into membership all new employees of the Employer.

6.4 Dues and Fees:

The Employer agrees to deduct whatever sum may be authorized by the Union Constitution of the National Union and/or Bylaws of the Local Union for Union dues from the pay of each employee. Said deductions shall be made each bi-weekly pay period. The amounts deducted shall be totaled on a monthly basis and remitted to the Union by the 10th day of the month following the month in which the deductions were made.

6.5 Reports:

Accompanying the submission of deductions will be a list of bargaining unit employees. 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, gender, social insurance number, address, telephone number (including cell phone if available), email, classification, department, wage rate, gross pay, gratuities and other job-related premiums, and date of change of status if applicable;
- d) the aforementioned list will be provided electronically in Excel format if requested by the Union, and if feasible to do so.
- e) 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.

6.6 Employer Held Harmless:

The Union agrees to defend and hold the Employer 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 deductions for Union dues.

6.7 No Contract Inconsistent with this Agreement:

The Employer and the Union agree that no officers of the Employer or employees may enter into any contract inconsistent with this Agreement.

6.8 T-4's:

The Employer shall show the yearly Union dues deductions on the employees' T-4 slips.

6.9 The Employer agrees to comply with the Union's request for separate cheques and records for each of the Union's funds.

6.10 Printing and Distributing the Collective Agreement:

The Union and the Employer agree to split the cost of printing and distributing sufficient quantities of the Collective Agreement, with the Union making the necessary arrangements.

ARTICLE 7 - UNION STEWARDS

7.1 The Employer acknowledges the right of the Union to elect, appoint or otherwise select five (5) union stewards who have successfully completed their probationary period, one of which will be the Unit Chairperson of the Hotel, for the purpose of assisting employees in presenting grievances to the Employer. The Union Stewards will represent the following areas:

- 2x Representing Housekeeping and Maintenance
- Restaurant, Banquets
- Kitchen and Dishwashing
- Front Office

7.2 Notify Employer:

The Union shall notify the Employer in writing of the names of the Union Stewards and the effective date of their appointment.

7.3 Except as specifically provided for in this Agreement or in applicable legislation, no employee will be compensated for time away from work to conduct Union business which falls outside of his regular scheduled hours or on an employee's regular day off.

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.

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 the time where he/she is required to be present.

7.4 Educational Seminars:

The Employer will release Union Stewards for time spent at educational seminars during regular working hours. Notwithstanding the above, the Union will be required to notify the Employer two (2) weeks in

advance and attendance at such seminars will not prevent the Employer from maintaining an adequate and qualified workforce.

7.5 Compensation:

Employees selected by the Union to attend Joint Health and Safety meetings, negotiations to renew this agreement, and labour/management meetings under Articles 3 and 7 shall be compensated by the Employer for lost wages from work.

7.6 In Negotiations:

The Employer acknowledges the right of the Union to have present a representative from each area of the location described in Article 7.1 in negotiations to renew this Collective Agreement, along with their Union Representatives. The Employer will pay up to a maximum of five (5) stewards forty (40) hours at regular pay to attend negotiations.

7.7 The Unit Chair appointed by the Union 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, have the skill and ability to perform any work available in their department, and are able to work the shifts available, which will be determined by the business needs of the hotel.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 "Grievance" shall mean a complaint or claim concerning improper discipline or discharge or a dispute with reference to the interpretation, application and/or administration of this Agreement or alleged violation of an employee's employment law rights.

8.2 Procedure:

It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as practicable. It is understood that an employee has no grievance until s/he has first given her/his immediate supervisor an opportunity to adjust her/his complaint. The employee shall discuss her/his complaint (with the assistance of his/her shop steward if desired) with the supervisor within five (5) days after the circumstances upon which the complaint is based were known, or ought reasonably to have been known, by the employee, and the supervisor shall respond to the complaint within five (5) days of such discussion. Failing settlement, it may then be taken up as a grievance within five (5) days following receipt of the immediate supervisor's decision in the following manner and sequence:

Step 1 - The employee, who may be accompanied by his/her Union Steward or Union Representative, shall present her/his grievance in writing to the Department Head or her/his designate. The grievance shall be signed by a Union Steward, and shall set out the nature of the grievance, the article(s) of this Agreement alleged

to have been violated and the remedy sought. The Department Head shall deliver her/his decision in writing five (5) days following the presentation of the grievance to her/him.

Step 2 - Failing satisfactory settlement at Step 1, the written grievance shall be submitted by a Union Steward within five (5) days after Department Head's decision is given, to the General Manager, or her/his designate. A meeting will be held within five (5) days between the General Manager, or her/his designate, and the employee concerned and the Union Steward.

The Union Representative may choose to participate in the meeting. The General Manager, or her/his designate, may have such assistance as s/he may desire at the meeting. Failing settlement, the decision of the General Manager, or her/his designate, shall be delivered in writing within five (5) days following said meeting.

8.3 Arbitration:

Failing settlement under the foregoing procedure of any grievance between the parties, 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 fifteen (15) days after the decision under Step 2 is given, the grievance shall be deemed to have been settled.

Where no written decision has been given by the applicable management representative within the time specified above, the grievance may be submitted to the next step of the grievance procedure, including arbitration.

8.4 Policy Grievance:

It is agreed that a policy grievance arising directly between the Employer and the Union shall be originated under Step 2 within ten (10) days after the circumstances upon which the grievance is based are known, or ought to have been known. It is understood, however, that this section shall not be used to bypass the individual grievance procedure.

If no written request for arbitration is received within fifteen (15) days after the decision under step 2 is given, the grievance shall be deemed to have been settled. Where no written decision has been given by the applicable management representative within the time specified above, the grievance may be submitted to arbitration.

8.5 Employer Complaint:

It is agreed that the Employer may bring forward any complaint with respect to the conduct under the Collective Agreement of the Union, its officers, representatives, stewards or committee persons, by requesting a meeting with a Union Representative. Such meetings shall be requested within ten (10) days after the circumstances upon which the complaint is based are known, or ought reasonably to be known,

by the Employer. The Union will be provided a written response to the Employer's complaint within ten (10) days of said meeting.

If the Employer's complaint is not settled to its satisfaction, it may be referred to arbitration within fifteen (15) days of the Union's response. If no written request for arbitration is received within said fifteen (15) day period, the grievance shall be deemed to have been settled. Where no written decision is given by the Union within the time specified above, the grievance may be submitted to arbitration.

8.6 Time Limits:

For the purpose of this article, and those articles dealing with discharge and discipline and arbitration, "day" and "days" excludes Saturdays, Sundays and holidays stipulated in this Collective Agreement.

Extension of time limits shall be valid only if given in writing by the party granting the extension.

ARTICLE 9 - DISCIPLINE / DISCHARGE

9.1 Just Cause:

No employee who has successfully completed her/his probationary period shall be disciplined, suspended or discharged except for just cause.

The parties agree that proven theft from the Hotel or a guest or an employee shall result in the specific penalty of discharge from employment.

9.2 Termination Grievance:

It is agreed that a grievance regarding termination shall be filed within five (5) days of the termination. Said grievance shall proceed to Step No. 2.

9.3 Interview:

When an employee has been dismissed, he/she shall have the right to meet with a Union Steward for a reasonable time, provided the dismissal occurs on Employer premises and a Union Steward is available.

9.4 Notify Union:

Copies of disciplinary notices shall be provided to the Chief Union Steward and to the Union in a timely manner, upon request.

9.5 Disciplinary Notations/Warnings/Suspensions:

In addition, the Employer will not rely on a specific disciplinary warning given to an employee where that employee had no further disciplinary warnings of a similar nature within the twelve (12) calendar months immediately following the specific discipline in question. With respect to suspensions, the Employer will not rely on a specific suspension given to an employee where that employee has had no further suspension of a similar nature within twenty-four (24) calendar months following the specific suspension in question.

9.6 Notice:

Discipline and discharge notices issued to employees shall set out reasons for the discipline or discharge. The employee may be asked to sign a copy of a notice to acknowledge receipt, and that acknowledgement is not an admission of guilt.

9.7 Discussion:

Any employee who is discharged or disciplined will be advised of his or her right to have a Union Steward or his delegate present in the meeting with the Employer. The Employer agrees to provide the Union Steward or his delegate a copy of the discipline or discharge letter, if requested by the Union Steward.

Should the employee not wish to have Union representation, they will sign a waiver.

9.8 Probationary Employees:

The Employer has the absolute discretion to release probationary employees, so long as the Employer does not act in an arbitrary or discriminatory manner.

ARTICLE 10 - ARBITRATION

10.1 Arbitrators:

When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing, addressed to the other party to this agreement and at the same time propose a list of arbitrators. Within ten (10) days of receipt of said list, the other party shall accept one of the proposed arbitrators or propose its own list of arbitrators. If the parties are unable to agree upon an arbitrator within a period of ten (10) days of receipt by the grieving party of the other party's list of proposed arbitrators, either party may request the Minister of Labour (Ontario) to appoint an impartial arbitrator.

10.2 Required Steps:

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

10.3 Authority of Arbitrator:

The arbitrator shall have no authority to make any decision inconsistent with the provisions of this agreement, nor to alter, modify, add to, or amend any part of this agreement.

10.4 Cost:

The parties shall share equally in the costs of the arbitrator's fees and his/her expenses.

ARTICLE 11 - SENIORITY

11.1 Probationary Period:

An employee will be considered as a probationary employee for his first sixty (60) days worked in the job for which he is hired and will have no seniority rights during that period. The termination of an employee during his probationary period is not a matter covered by this Agreement, shall not constitute a difference between the parties, and therefore shall not be grievable or arbitrable. After the completion of his probationary period, the employee's seniority shall date from his most recent date of hire.

11.2 Seniority Definitions:

Classification seniority shall be based on the length of service with the Employer in the employee's current classification from the date of commencing work in the classification. Subject to other applicable provisions of this collective agreement, classification seniority in the department shall apply to reduction in working hours, selection of available days off, selection of available shifts, temporary transfers to a higher paid job, lay-off and recall and overtime.

Departmental seniority shall be based on the length of service with the Employer in the employee's current department from the date of commencing work in said department.

House seniority shall mean length of continuous service with the Employer since the last date of hire.

11.3 Departments:

The departments for seniority purposes are:

- a) Housekeeping
- b) Food and Beverage Outlets/Banquets
- c) Kitchen
- d) Front Office
- e) Maintenance

11.4 A full-time employee shall only have seniority in the classification and department in which she is employed.

When a part-time employee becomes a full-time employee, he or she shall be inserted at the bottom of the full-time seniority list for the department and classification involved and his or her seniority for the purpose of the list shall be the day that he or she became a full-time seniority employee in that department and classification.

11.5 Part-time employees have seniority only within the part-time classification. Part-time employees are scheduled after full-time employees.

11.6 Lists:

A seniority list listing house, department and classification seniority dates will be posted by the Employer for a period of thirty (30) calendar days within one (1) month after the signing of this Agreement.

After such posting, the list shall become final as to the employees' names and dates designated on it, except as to any employee who has disputed the accuracy of his seniority dates while the list is posted, in which case it will be subject to an adjustment under the Grievance Procedure if established to be inaccurate. The seniority list will be brought up to date in January of each year and a copy will be given to the Chief Steward of the Union and a copy posted on the bulletin board.

11.7 Temporary Transfers:

In cases of temporary transfer within the department, which are defined as transfers of one (1) hour or more in a given day, an employee shall receive her/his own rate or the rate of the job to which s/he is assigned, whichever is higher, for all hours during that transfer.

No employee will be transferred to perform the duties of a different classification unless all employees in that classification have been given the opportunity to work. The parties agree that exceptions include breaks, meal periods and emergency situations.

11.8 Transfers:

When an employee is transferred or transfers to another classification or department in the bargaining unit, the employee must start accumulating classification seniority in the new classification unless the transfer is for less than sixty (60) consecutive working days. When the transfer is less than sixty (60) working days, and the employee is returned to her/his original classification within that period of time, seniority for that employee will continue to accumulate in the original classification during her/his absence therefrom. If the transfer originally thought to be less than sixty (60) working days becomes longer than sixty (60) working days, then the classification seniority in the new classification will commence on the date the employee started in that classification.

11.9 Layoff and Recall:

- a) Where it is necessary to reduce the work force in a department, classification seniority will be the guiding factor, so long as the available employees have the skill, ability and efficiency to do the work.
- b) Probationary employees will be laid off first, next part-time employees, followed by full-time employees.
- c) Before any employees are hired in the classification in the department concerned, laid off employees in the classification shall be recalled to work by registered mail in the reverse order to which they were laid off.

11.10 Job Posting:

When the Employer determines that it wishes to fill a permanent vacancy in a bargaining unit job, the Employer shall post the vacancy. The posting shall indicate those qualifications required by the Employer. Such posting shall remain open for a period of seven (7) calendar days.

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.

Employees wishing to fill vacant positions shall make their applications in writing, within the seven (7) day period of posting. If no application is received from a qualified employee within the Department,

applications from employees in other Departments, who have completed their probationary period and/or trial period, shall be given due consideration.

Bargaining unit applicants shall be evaluated on the following basis:

- (a) skill, ability, qualifications and performance record
- (b) seniority

Where the factors in (a) above are relatively equal as between two (2) or more employees, the employee with the most departmental seniority shall be selected. For applicants outside the department, where the factors in (a) above are relatively equal, house seniority shall be the determining factor. The parties agree that qualified internal applicants have preference over external applicants.

- 11.11** When necessary, the Employer may fill the vacant position in accordance with Article 11 (Seniority) while determining the result of the position posting provided the senior employee has had a clean disciplinary record for the previous six (6) months. The employee filling the position on a temporary basis will have the opportunity to bid for the position.

This Article shall not prevent the Employer from maintaining an adequate and qualified workforce.

11.12 Filling positions:

Within two (2) working days of the date of the appointment to a vacant position or promotion, the name of the successful applicant shall be posted on the bulletin board for seven (7) calendar days and the Union shall be notified.

11.13 Hiring from outside:

If there are no qualified applicants, the Employer shall have the sole discretion to fill the position in any manner from outside the bargaining unit.

11.14 Loss of Seniority:

An employee's seniority will be lost and the employee shall be deemed terminated if he:

- (a) voluntarily quits the employ of the Employer for any reason;
- (b) is discharged for just cause and is not reinstated through the grievance and/or arbitration in accordance with the provisions of this Agreement;
- (c) Is laid off for a continuous period exceeding the length of his seniority at the time of layoff or a

period exceeding seventy-eight (78) weeks, whichever comes first;

- (d) if an employee is laid off and fails to return to work within five (5) calendar days after notification of recall without a satisfactory reason. An employee shall be deemed to be notified of recall on the second (2nd) business day following the posting of a registered letter to that effect addressed to the employee's most recent address on the Employer's files.
- (e) fails to return to work on the first scheduled working day following the expiration of an authorized leave of absence, unless he has a *bona fide* satisfactory reason; or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) is absent for three (3) consecutive working days without notifying the Employer (unless a satisfactory reason for failure to notify is given); or is absent for five (5) consecutive working days without a satisfactory reason.
- (g) Fails to return to work immediately after the Employer has been notified by a doctor or the WSIB that the employee is able to return to work.

Subject to the above, seniority shall be maintained and accumulated during:

- (a) absence due to non-occupational or occupational sickness or accident; or
- (b) authorized leave of absence.

11.15 Employee's Address and Telephone:

It shall be the duty of the employee to notify the Employer's Human Resources office promptly, in writing, of any change in her/his address and telephone number.

If any employee fails to do this, the Employer shall not be responsible for the failure of any notice to reach her/him and any notice which is sent to the address which appears in the Employer's personnel records shall be conclusively deemed to have been received by the employee on the third day after it was so sent.

11.16 Scheduling:

The Employer will make reasonable efforts, in accordance with seniority, to schedule employees for regular consecutive days off each week, as well as shifts and overtime opportunities, subject to business and operational requirements. For cases of overtime, the Employer has the right to fill hours in reverse order of seniority if no employee agrees to take the hours.

11.17 Bumping Rights:

In the case of a lay-off in any one department or food and beverage outlet that is expected to exceed eight (8) 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 two (2) 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.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 An employee who has two (2) years of continuous seniority with the Employer may request a leave of absence without pay and benefits and without loss of seniority for personal reasons. Such leaves of absence shall not exceed sixty (60) days. Employer approval shall not be unreasonably denied.

12.2 Emergencies:

In the case of leave of absence requests for personal emergencies, Employer approval shall not be unreasonably denied. The Employer reserves the right to require proof of personal emergency.

12.3 In Writing:

All requests for leave of absence under this Article shall be in writing to the Department Manager, or their designate, in as far advance as practicable and in any event, subject to leave of absence requests for personal emergencies, no fewer than thirty (30) calendar days prior to commencement of the requested leave of absence. The Employer agrees to reply to such requests in writing within seven (7) working days, or whenever practicable.

12.4 Jury Duty:

The Employer shall grant a leave of absence to an employee who is required to serve as a juror.

The Employer will pay such an employee, for a maximum period of five (5) days of jury duty, the difference between her/his normal straight time hourly earnings for days s/he would have worked, and the payment s/he received for jury service excluding payment for travel, meals or other expenses. The Employee must be past their probationary period and will provide documentation of all payments received for jury service.

12.5 Union Conventions and Seminars:

The Employer shall grant an unpaid leave of absence to an employee to attend Union conventions and seminars upon giving the Employer thirty (30) calendar days advance notice, subject to business and operational requirements. No more than two (2) such leaves of absence will be granted during any calendar year.

12.6 Union Leaves:

(a) The Employer shall grant an unpaid leave of absence to an employee who is elected or appointed to a full-time position within the Union, for a period of up to and including one (1) year.

(b) A request for such an approved leave must be given to the Employer by the Union, in writing at least sixty (60) calendar days prior to the commencement of such leave, on Union letterhead and signed by an officer of the Union.

Said request will contain a return to work date. Approval of such leave request will not be unreasonably withheld.

(c) An employee who obtains such a leave of absence shall return to employment by the return to work date. The employee will return to the position s/he left and if that position has been eliminated, the normal seniority provisions of the Collective Agreement will apply.

ARTICLE 13 - BEREAVEMENT LEAVE

13.1 Three days:

It is agreed that after an employee has completed her/his probationary period, the Company shall grant up to three (3) consecutive days' leave of absence without loss of pay at the employees straight time hourly wage rate and three (3) days leave without pay on the death of a spouse, common law spouse/partner, parent, aunt, uncle, sister, brother, child, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or grandchild. Such leave must commence within seven (7) calendar days of the death.

13.2 Rate:

Payment shall be made at the employee's straight time hourly wage rate based on the number of normal hours the employee would otherwise have worked.

13.3 Proof:

The Company reserves the right to request proof of relationship and bereavement.

ARTICLE 14 - HOURS OF WORK AND WORKING CONDITIONS

14.1 No Guarantee/Limitation:

It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules.

Employee schedules are based on business needs.

14.2 Normal hours and days:

To the extent possible, every effort will be made to provide full-time employees with forty (40) hours of work each week. Every effort will also be made to provide employees five (5) days of work each week where each day is eight (8) hours. All hours of work are exclusive of meal periods. Every effort will be made to schedule two (2) consecutive days off in each work week. The work week is Sunday to Saturday.

14.3 Paid Breaks:

Employees are entitled to a fifteen (15) minute break with pay for every scheduled four (4) hour period.

14.4 Notice of absence:

An employee must give notice to the Employer of her/his intention to be absent from her/his scheduled shift at least four (4) hours prior to the commencement of their shift where at all possible. Such notice shall be given to the employee's supervisor or, in the supervisor's absence, to the employee's duty manager, and shall include the reason for such absence and estimated date of return.

14.5 Overtime:

All hours worked in excess of forty (40) hours of work in any one week or eight (8) hours of work in any one day, whichever shall be applicable, will be paid at the overtime rate of time and one half the employee's regular rate.

The first overtime shift in a week shall be offered by classification seniority. Should the most senior employee take the overtime shift, the next overtime shift in the same week shall be offered to the next most senior employee, and so on.

There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime and other premium payments.

14.6 Unpaid Meal Breaks:

Employees are entitled to a thirty (30) minutes unpaid rest period for every five (5) consecutive hours worked.

14.7 Reporting Pay:

All employees who report for work on instructions of the Employer but are not allowed to commence working shall be provided with three (3) hours of work or pay for that period at their regular rate of pay provided that lack of work is not due to labour disputes, fire, flood or other causes beyond the control of the Employer.

14.8 Staff meetings:

When employees are required to attend a mandatory staff meeting the hotel will pay three (3) hours at the employee's regular hourly wage rate. When an employee reports for a non-mandatory meeting/training, the employee shall be paid for the length of the meeting/training only, regardless of how many hours the meeting/training occurs.

14.9 Sent Home:

Where an employee commences to work on her/his regularly assigned shift at the regular starting time without having been told not to do so and is directed to cease work and is sent home on the instructions of the Employer, the employee shall be paid a minimum of three (3) hours or the total number of hours worked, whichever is greater.

14.10 Maximization of Hours by Seniority:

The Employer agrees to schedule as many eight (8) hour shifts as possible.

The Parties agree that whenever two (2) or more employees are scheduled on the same day, the most senior employee will be assigned the longer shift.

The Parties also agree that if a full-time and part-time employee are both scheduled on the same day that the full-time employee will be assigned the longer shift.

14.11 Changes to Days Off:

It is agreed by the parties that if an employee requests a change in his or her scheduled days off (as provided for under the Seniority Clause) or requests to work on his/her scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6th) or seventh (7th) day, the Employer shall not be required to pay overtime rates to honour this request. For clarity, the addition of a sixth (6th) or seventh (7th) shift will not be granted if it results in a workweek that exceeds forty (40) hours.

ARTICLE 15 - VACATION

15.1 Entitlement:

Full-time seniority employees accrue annual vacation in accordance with the following:

- a) for eligible employees who have completed one (1) year of service or more, but less than five (5) years of service, two (2) weeks' vacation with four percent (4%) of gross pay.
- b) For eligible employees who have completed five (5) years of service or more, but less than ten (10) years, three (3) weeks' vacation with six percent (6%) of gross pay.
- c) For eligible employees who have completed ten (10) years of service or more, but less than twenty (20) years, four (4) weeks' vacation with eight percent (8%) of gross pay.
- d) For all full-time employees who have completed twenty (20) years or more of continuous service with the Employer, shall receive five (5) weeks' vacation with ten percent (10%) of gross wages.

15.2 Vacation Scheduling:

The Employer will endeavor to schedule employees' vacation according to their departmental seniority provided:

- a) The requested time off does not interfere with business requirements, and
- b) Application for vacation is made before March 31st in any year.

The Employer will assign vacation times in accordance with the employee's seniority provided the Employer can maintain a capable work force. After the end of March, vacation times will be assigned in the order in which they are received provided the employee can be spared.

Vacation schedules will be posted on or before May 1st in any year on the departmental bulletin board.

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 vacation, where applicable, so as it does not prevent the Employer from maintaining a qualified and adequate work force.

15.3 By Anniversary Date:

For the purposes of determining the vacation to which an eligible employee is entitled, the anniversary date of her/his employment shall apply.

15.4 Within Ten Months:

Vacations shall be granted within ten (10) months following the eligible employee's anniversary date of employment.

15.5 No Accumulation:

Vacation credits shall not be accumulated from one year to the next. With management approval, a maximum of one (1) week may be carried over into the next year.

ARTICLE 16 - HOLIDAYS

16.1 Eligibility:

a) The hotel will grant to employees within the scope of the contract prior to the holidays concerned, and who work all of their last regularly scheduled day of work before the public holiday and all of their regularly scheduled day of work after the public holiday, pay for days listed:

- New Years' Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day (December 26)
- Employee Anniversary (to be taken within the calendar month of the anniversary date)

- Two (2) Personal Obligation Days

b) Holiday Pay for all full-time employees will be a normal day's pay. For example, if an employee's normal shift is eight (8) hours, they will be paid eight (8) hours of pay for Holiday Pay; if the employee's normal shift is six (6) hours, they will be paid six (6) hours of pay for Holiday Pay.

Holiday Pay for all part-time employees shall be calculated in accordance with the *Employment Standards Act, 2000*. For clarity, hours will be averaged over the previous four (4) week period.

16.2 During Vacations:

Where statutory holiday occurs during an employee's vacation, the employee shall be entitled to one day's pay or an extra day of vacation at the Company's discretion.

16.3 Work on Holiday:

In the event that an employee is required to work on the statutory holidays named above, s/he shall be paid time and one-half for all hours so worked and, in addition, shall receive Holiday Pay as per Article 16.1(b).

16.4 Loss of Holiday Pay:

An otherwise eligible employee, who is scheduled to work on one of the designated holidays but does not report for work and work as scheduled, shall forfeit her/his holiday pay for that particular day.

16.5 Should the Provincial Government legislate additional paid holidays that are not mentioned in paragraph 16.01(a) above, the Hotel and the Union will mutually agree to substitute for this day one of the six (6) holidays listed in 16.01(b) above.

ARTICLE 17 - WORKING SCHEDULES

17.1 Posting:

A work schedule shall be posted in a conspicuous place on Thursday at 1pm for the following week (Sunday to Sunday), for the information of all employees. Each employee is responsible for checking her/his posted work schedule.

The work schedule shall contain the following information:

- employee's name;
- days off;

- starting and anticipated finishing times.

17.2 Change in Schedule:

Once set, working schedules will not be changed without the consent of the employee concerned except in unforeseen circumstances or emergencies or by providing a minimum of forty-eight (48) hours' notice. In such cases, it is the responsibility of the Employer to attempt to notify the employee concerned as soon as practicable.

ARTICLE 18 - UNIFORMS

18.1 Company Responsibility:

The Company agrees to supply uniforms to employees who are required by the Company to wear uniforms. Uniforms will be cleaned and kept in good repair at no cost to the employee.

18.2 For employees required to work outside in inclement weather, the Company agrees to provide parkas and gloves.

18.3 The Employer will continue the practice of providing work shoes to all full-time employees in all departments on an annual basis.

ARTICLE 19 - BULLETIN BOARD

19.1 The Employer will provide a bulletin board in the Staff Cafeteria Corridor 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.

ARTICLE 20 - PREGNANCY/PARENTAL LEAVE

20.1 Pregnancy and parental leave shall be granted in accordance with the terms set out in the *Employment Standards Act, 2000*, as amended.

ARTICLE 21 - MUNICIPAL, PROVINCIAL OR FEDERAL LAW

21.1 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 22 - LOCKS AND LOCKERS

22.1 Locks and lockers are the property of the Employer. All lockers are subject to inspection. The Employer agrees that at no time will inspection take place unless a Union Steward is present. In the event of an emergency when a locker search is required immediately and a Union Steward is not available, the inspection may take place with two (2) union members present.

ARTICLE 23 - HEALTH AND SAFETY

23.1 The parties agree that the Employer, Union and Employees shall abide by the *Occupational Health and Safety Act*.

ARTICLE 24 – WAGES

24.1 Employees' wage rates will be as set out in Schedule A attached to this Collective Agreement.

24.2 Any employee receiving a rate above that set out in Schedule A will receive the same wage increase (in dollars and cents) as employees in the same classification.

ARTICLE 25 - BENEFITS

25.1 Benefits - Health and Welfare/Weekly Indemnity Plan:

The Employer will continue paying the benefit premiums for the current health and welfare plan in place at the date of ratification for all full-time employees who work an average of twenty-eight (28) hours per week.

ARTICLE 26 - PENSION

26.1 The Employer agrees to continue providing the Retirement Saving Plan in place at the date of ratification.

ARTICLE 27 - BANQUETS

27.1 Gratuity Split:

The gratuity distribution shall be one hundred percent (100%) among banquet employees based on hours worked.

It is agreed that the cheques and/or relevant documents showing the total amount of the gratuities paid by the guest will be available for inspection by the Union upon request.

- 27.2** An automatic gratuity of fifteen percent (15%) will be added to the BEO price of all food and beverage for all banquet events, including both in-house and outside functions.

ARTICLE 28 - ROOM SERVICE AND RESTAURANT GRATUITY

28.1 Rates and Favours:

A one dollar and sixty cents (\$1.60) payment will be made per delivery of "rates and favours."

- 28.2** In Trio Restaurant, a suggested gratuity in the amount of fifteen percent (15%) shall be shown on a guest's cheque for all parties of six (6) or more. Said gratuity will go to the Server.

- 28.3** From the effective date of this Agreement, servers will receive one dollar and sixty cents (\$1.60), or fifteen percent (15%) of the price of the breakfast buffet, whichever is higher, per voucher.

ARTICLE 29 - HOUSEKEEPING DEPARTMENT

- 29.1** In the Housekeeping Department the employees and the Employer shall follow these guidelines in room assignments.

- 29.2** The Union and the Employer understand that Room Attendants/Housepersons are paid to work by the hour. Room Attendants will be assigned a maximum of fifteen (15) credits per day.

a) The parties agree that Room Attendants/Housepersons are expected to take breaks and meal periods.

b) In the event that a Room Attendant/Houseperson believes she/he will not be able to complete the assigned number of rooms/assigned tasks in the time allocated, she/he shall advise her/his managers by middle of their shift and/or as soon as she/he is aware. 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.

- c) The parties agree to continue the practice that if a Room Attendant is assigned a clean room or DND room or a "refused service," she/he must also notify their supervisor, who will reissue the Room Attendant another room to clean.
- d) Room Attendants assigned thirteen (13) or more checkouts will have their room assignment reduced by one (1) credit during that particular day.
- e) 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.
- f) The following suites will count as two (2) credits each: North Rose and Cityview. The Balcony King room will count as one and a half (1.5) credits.
- g) Any room where a pet has stayed or is staying will count as two (2) credits for the purposes of a Room Attendant's daily assignment, provided that the Room Attendant deep cleans the room in question.
- h) 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.
- i) 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 the Room Attendants.
- j) The Employer agrees not to institute any new customer programs that provide incentives for DNDs or for declining housekeeping for the duration of this Collective Agreement.
- k) Cots/Cribs: One dollar (\$1) for set up/take down; one dollar (\$1) for making the cot/crib.

ARTICLE 30 - TOUR, GROUP AND AIRLINE BAGGAGE

30.1 Rate for Tours/Groups/Airline Baggage Handling:

In the event that the Employer charges a tour, party/group, or airline crew (excluding delayed/distress passengers) a baggage fee, the following rate to the person(s) handling the bags shall apply, beginning at the effective date of this Agreement: three dollars (\$3.00) / bag on contracts signed effective ratification and thereafter.

ARTICLE 31 - ONTARIO HUMAN RIGHTS CODE

31.1 The parties agree to comply with the Ontario *Human Rights Code*, as amended.

ARTICLE 32 - WOMEN'S ADVOCATE

32.1 Female 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 Woman's Advocate from amongst the female bargaining unit employees who will meet with female members to discuss problems with them and refer them to the appropriate resources when necessary.

32.2 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.

32.3 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 Employer 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).

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

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

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

ARTICLE 33 - DURATION

33.1 This agreement shall become effective on October 20, 2022, and shall remain in full force and effect and shall not be re-openable, save and except as otherwise herein expressly provided, and will expire on October 19, 2025.

33.2 Notice that amendments are required shall only be given during the period of not more than three (3) months and not less than one (1) month prior to October 19, 2025, or similar periods thereafter. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other

party agrees to meet for the purposes of negotiations, and this Agreement shall remain in effect until the new agreement has been negotiated and signed or until the date upon which the Union may call a legal strike pursuant to the *Labour Relations Act* of Ontario, whichever is later.

Signed at Toronto, Ontario this 8th day of June, 2023.

FOR THE EMPLOYER

S. Vieira

[Signature]

[Signature]

FOR THE UNION

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTERS OF UNDERSTANDING

Letter of Understanding #1 Re: Contracting Out

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.

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

Letter of Understanding #2 Re: Banquets

The following procedure will be invoked to offer the opportunity for additional hours to non-banquet personnel:

- i. When extra banquet servers are needed, beyond the regular full-time and part-time banquet staff, the Employer will post the availability of extra banquet shifts and employees will have the opportunity to sign up for them.
- ii. Should more people sign up than are needed, the Employer will schedule them in the following priority:
 1. Qualified food and beverage servers and bartenders by seniority, prioritizing those who do not already have forty (40) hours of work scheduled for that week.
 2. Qualified people from other departments scheduled by seniority, prioritizing those that do not already have forty (40) hours of work scheduled for that week.
- iii. People who have already demonstrated their qualifications to do this work will continue to be at the top of each of the above categories. New people will be added to these categories once they are trained and have demonstrated they are qualified.
- iv. Training will be offered to interested employees at least once a year so that current employees have the opportunity to add themselves to the list. Banquet training at the Hospitality Workers Training Centre will also count as training.

Letter of Understanding #3 Re: Banquet and Restaurant Service Practice

The parties agree that the current practice with respect to the scheduling of banquet and restaurant staff to serve BEO functions in Trio Restaurant shall continue.

Letter of Understanding #4 Re: Joint Investigations

The parties agree to conduct joint investigations into allegations of harassment, bullying, discrimination, and/or violence in the workplace.

Letter of Understanding #5 Re: Room Service Gratuities

If the Employer reinstates Room Service, a suggested gratuity in the amount of fifteen percent (15%) shall be shown on a guest's cheque. Said gratuity will go to the Server.

Schedule A

October 20, 2022: 2% (retroactive)

October 20, 2023: 2%

October 20, 2024: 2%

	Old Rate	Adjustments (Min Wage, Bumps, Etc.)	20-Oct-22	10/1/2023 Minimum Wage*	20-Oct-23	01-Oct-24	20-Oct-24
Wage Increases			2%		2%		2%
Banquets							
Banquet Captain	\$ 16.54		\$ 16.87		\$ 17.21		\$ 17.55
Banquet Server	\$ 15.50	\$ 15.50	\$ 15.81	\$ 16.55	\$ 16.88	*	*
Restaurant							
Server	\$ 15.50	\$ 15.50	\$ 15.81	\$ 16.55	\$ 16.88	*	*
Bartender	\$ 19.18		\$ 19.56		\$ 19.95		\$ 20.35
Host		\$ 17.00	\$ 17.34		\$ 17.69		\$ 18.04
Kitchen							
Demi Chef	\$ 21.12		\$ 21.54		\$ 21.97		\$ 22.41
Cook	\$ 19.19	\$ 20.19	\$ 20.59		\$ 21.00		\$ 21.42
Steward	\$ 19.19	\$ 19.19	\$ 19.57		\$ 19.96		\$ 20.36
Front Office							
Guest Services Agent	\$ 19.25		\$ 19.64		\$ 20.03		\$ 20.43
Reservations	\$ 19.25		\$ 19.64		\$ 20.03		\$ 20.43
Night Audit	\$ 20.95		\$ 21.37		\$ 21.80		\$ 22.24
Front Office Lead			\$ 20.64		\$ 21.05		\$ 21.47
Engineering							
Maintenance Person	\$ 22.23	\$ 24.00	\$ 24.48		\$ 24.97		\$ 25.47
Housekeeping							
Room Attendant	\$ 19.73		\$ 20.12		\$ 20.52		\$ 20.93
Lead Room Attendant	\$ 22.89		\$ 23.35		\$ 23.82		\$ 24.30
House Attendant	\$ 19.73		\$ 20.12		\$ 20.52		\$ 20.93
* Dependent on minimum wage increase							
Training Premium: \$0.50/hour							
Cots/Cribs Set up: \$1							
Cots/Cribs Takedown: \$1							