

COLLECTIVE AGREEMENT

BETWEEN

**BAYVIEW-WILDWOOD RESORTS LIMITED
SEVERN BRIDGE, ONTARIO**

AND



unifor
Local1411 | Canada

**Effective Date: January 31, 2017
Expiry Date: January 31, 2020**

COLLECTIVE AGREEMENT

BETWEEN:

**UNIFOR
LOCAL 1411**

(HEREINAFTER REFERRED TO AS “UNION”)

AND

**BAYVIEW-WILDWOOD RESORTS LIMITED
SEVERN BRIDGE, ONTARIO**

(HEREINAFTER REFERRED TO AS “COMPANY”)

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ARTICLE 1 - RECOGNITION

1.01 The Company recognizes Unifor and its Local 1411 as the bargaining agent of all employees of Bayview-Wildwood Resorts Limited in the Township of Severn, save and except General Manager, persons above the rank of General Manager, Recreation Manager, Assistant/Personnel Manager, Accounting/Administrator, Dining Room Manager, Executive Chef, Rooms Manager and Maintenance Supervisor.

ARTICLE 2 – DUES DEDUCTION

2.01 During the term of this agreement, the employer agrees to deduct regular monthly dues or the equivalent thereof, as certified by the Union to be currently in effect according to the By-Laws of the Local Union, from the wages of each employee in the bargaining unit. Deductions shall be made twice monthly and forwarded to the Union on or before the 15th of the month following the month in which deductions were made.

2.02 In consideration of the deduction and forwarding of Union dues by the employer, the Union agrees to indemnify and save the employer harmless against any claim of liability arising out of or resulting from the operation of this Article.

ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT

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

3.02 (1) The Company shall not discriminate against employees with respect to terms or conditions of employment on any of the grounds prohibited by the Ontario Human Rights Code.

(2) There shall be equal opportunity regardless of gender in all facts of the company's business governed by this agreement.

(3) An employee alleging harassment in the workplace has the right after immediately informing the supervisor to leave the work area without loss of pay for a period, if necessary of up to one day to report the complaint.

(4) The Company agrees that the matter will be investigated as soon as possible, with the view to resolving the complaint.

(5) If requested, the employee may choose the bargaining unit representative to be included in the investigation.

3.03 It is agreed that the Union and the employees will not engage in Union activity during working hours or hold meetings at any time on the premises of the Company without the permission of the General Manager. Where the General Manager gives permission under this Article, the meeting or other activity shall take place at the location and on the terms specified by the General Manager. Time taken for meetings or activities specified under this Article shall not be considered time worked and shall not be paid for by the Employer.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the Company and the direction of the working forces are fixed exclusively in the Company. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, promote, demote, classify, transfer and retire employees and to discipline or discharge any probationary employee for any reason satisfactory to the Company and to discipline or discharge regular employees for just cause.
- (c) Make, enforce and alter, from time to time reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this collective agreement; and are not unreasonable.
- (d) Determine the nature and kind of business conducted by the Company, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees including the scheduling of shifts and overtime, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this agreement;
- (e) Establish and administer tests for the purpose of assisting the employer and determining an employee's qualifications; and require medical examinations for any purpose. The Company shall pay the cost of such medical examinations and reports as billed by the medical practitioner.

4.02 The employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement and the union agrees that the express provisions of this agreement constitute the only limitations upon the employer's rights.

ARTICLE 5 – No CESSATION OF WORK

5.01 Neither the Union nor any employee shall take part in or call or encourage any strike, sit-down, or any suspension of work against the Company which shall in any way affect the operations of the Company; nor shall the Company engage in any lockout of employees.

ARTICLE 6 – UNION REPRESENTATION

6.01 (a) The Union has the right to elect or otherwise appoint three (3) union stewards to deal with matters pertaining to the membership. The Company shall not be required to recognize any steward until the Company has been notified by the Union in writing.

(b) Each Steward shall be appointed from separate departments, if possible to deal with grievances arising in their department. There will not be more than one Steward appointed from each department. If the Steward assigned to a department is not available then another Steward on duty will attend to grievances as they arise.

(c) The company will grant a leave of absence or otherwise allow a union representative time off to prepare for negotiations providing the request is made two weeks in advance. The company will continue to pay the union representative as though they had worked and will be reimbursed by the local union.

6.02 (a) A steward may leave his/her work station without loss of pay during his/her normal working hours to investigate or adjust grievances on the following conditions:

(b) The steward shall obtain the permission of the General Manger or designate before leaving his/her work;

(c) The time off shall be devoted to the prompt handling of grievances and shall be limited to the time required for attending grievance step meetings with the Management. At the choice of the affected employee, when he/she is disciplined or discharged, subject to immediate availability, a steward shall be present at the time such discipline or discharge is administered.

(d) The Company reserves the right to limit such time if it deems the time so taken to be excessive;

(e) Grievance step meetings shall be, wherever possible, scheduled outside of working hours and the Company shall not be required to compensate the stewards or other employees for time spent at such meetings.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 A “grievance” means a difference arising from the interpretation, or claimed violation of any terms of this agreement or applicable employment statutes. It is agreed that it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay.

7.02 The parties encourage an employee who feels he or she has a grievance to attempt to resolve the matter on an informal basis with his or her supervisor before filing a formal written grievance.

7.03 Step I

If the grievance is not settled informally, it shall be reduced to writing signed by the grievor and submitted to the General Manager or designate for consideration. The general Manager or his/her designate shall meet, within five (5) calendar days after receiving the grievance, with the shop steward and employee concerned. Following such meeting, the General Manager shall respond to the grievance in writing within an additional five (5) calendar days following the meeting.

The time limit for filing such a grievance shall be two weeks from the date of the alleged violation of the collective agreement.

7.04 Step II

Within five (5) calendar days of the reply at Step I, the Union Business Agent may request a meeting with the General Manager or his designate and such meeting shall take place within five (5) calendar days of the request. It is understood that the General Manager or his designate may have such counsel and assistance as he/she may desire and the Union Business Agent may be accompanied by the grievor, if requested by either party, and the union steward from the Step I meeting. The Company shall deliver its reply, in writing, within five (5) days following the date of such meeting.

7.05 Step III

If the grievance is not satisfactorily resolved at Step II, either the Union or the Employer may refer the matter to arbitration as provided for in Article III within ten (10) calendar days of the reply at Step II.

7.06 (a) It is agreed that the time limits in this Article and in Article 8 – Arbitration are to be considered mandatory. In the event of failure to act within the time limits, the grievance shall be deemed to have been abandoned. Any time limit in this Collective Agreement may be extended by the mutual agreement of the parties in writing.

(b) At least by the time a grievance is forwarded to arbitration, the grieving party shall state clearly the provision(s) of the Collective Agreement or applicable employment statutes alleged to have been violated by the acts or omissions complained of in the grievance.

7.07 Either the Union or the Company shall have the right to file a grievance against the other based on a difference directly between them arising out of the interpretation or claimed violation of any terms of this agreement. A Union grievance shall not include any matter which an employee would be personally entitled to grieve. All such grievances must be in writing, signed by filing party and presented to the others within ten (10) calendar days of the occurrence of the circumstances giving rise to the grievance.

7.08 Where no reply is given to a grievance within the time limits specified, the grievor, the Union or the Company, as the case may be, shall be entitled to submit the grievance to the next step in the grievance procedure, or to arbitration, as the case may be.

7.09 A grieving employee and his shop steward shall be allowed reasonable time away from work to attend Step I and Step II grievance meetings with the Company as provided for in the Grievance Procedure and scheduled during the employee's (or union stewards as the case may be) regular scheduled working hours, subject, however, to the requirements of operations. The grieving employee or shop steward shall receive his basic rate of pay for time lost during his regular scheduled working hours for attending such meetings. The parties further agree that grievance meetings at Step I and Step II shall be scheduled outside of working hours wherever possible.

ARTICLE 8 – ARBITRATION

8.01 Both parties to this agreement agree that any grievance concerning the interpretation or claimed violation of this agreement or applicable employment statutes, which has been properly carried through all of the steps of the grievance procedure outlined in Article 6 above and which has not been settled may be referred to Arbitration.

8.02 The arbitration shall be heard by a single arbitrator mutually agreed to by both the Company and Union or as appointed by the Ministry of Labour.

8.03 The decision of the arbitrator shall be binding on both parties.

8.04 The arbitrator shall not have any power to add to, substitute, subtract from or modify any of the terms of this agreement.

8.05 Each of the parties agrees to jointly and equally bear the expense of the arbitrator.

ARTICLE 9 - SENIORITY

9.01 Prior to actually working 420 hours since date of last hire, an employee shall be considered to be probationary. Following successful completion of the probationary period, an employee shall attain seniority, which shall be based on the length of continuous employment from the date of last hire.

9.02 (a) In the case of a decrease in the full-time workforce in a department, the qualifications, skill and ability of employees to perform the work required without training is equal, then employees will be laid off from work in reverse order of seniority. This obligation is limited to circumstances in which an employee would be on lay-off for more than one week. Where there is a lay-off, the Company may take into consideration the request of any employee who would rather be laid off than be required to work in a position other than his "home" position. An employee's "home" position is the one that he/she generally occupies during the summer season (June 1 to September 15). Employees who, due to an overall decrease in staff, work at jobs other than their "home" positions will be paid according to the wage rate for the job.

(b) The full time workforce shall mean those employees who are regularly employed more than twenty-four (24) hours per week, but does not include anyone who is a temporary employee. A temporary employee is an employee hired to replace another employee, or an employee hired for a position of fixed duration, with a length of employment that is fixed by a terminal date established prior to the employment. The terminal date shall not be later than twenty-four (24) weeks from the first day worked. If a temporary employee is kept on beyond that terminal date, he/she shall be considered to be a full-time or part-time employee as the case may be, but will no longer be considered to be a temporary employee. An employee may, however, be employed more than once as a temporary employee provided there is a gap of at least twenty four (24) weeks during which the employee does not work more than ninety-six (96) hours. To clarify, temporary status does not change if a temporary employee works ninety-six (96) hours or less during the off-season.

(c) Jobs available will be posted internally as they arise.

9.03 Loss of Seniority

An employee shall lose his/her seniority and be deemed to be terminated:

(1) once he/she has been off for a period of time which is equivalent to his/her accumulated length of service since the date of his/her last hire or twelve (12) months which ever is shorter (where an employee elects to receive termination pay rather than maintain his/her recall rights he/she shall be deemed to have resigned from the Company's employ).

(2) Where such absence is occasioned by handicap as defined in the Ontario Human Rights Code, the employer shall within that time frame be obligated to make accommodation, short of undue hardship (having regard to the cost, outside of sources of funding if any, and Health and Safety requirement if any) to enable the employee to perform the essential duties of his or her position, if it exists, and the employee shall be returned to that position, if it exists, at such time within that time frame as, with such accommodation, the employee is able to perform the essential duties of the position.

(3) As further accommodation for the employee whose absence has been occasioned by illness, injury or handicap, the employer shall be obligated to return the employee to his or her position, if it still exists, at such time as the employee (without accommodation) can perform the essential duties of that position, provided that this obligation to return the employee to work ceases at the end of twenty-four (24) months from the commencement of the absence.

(4) If the employee's position no longer exists, the obligation will apply to the position, if any, the employee would otherwise have held but for the need to be absent.

(5) In the event it is unclear whether the employee can with the above accommodation perform the essential duties of the appropriate position as identified above, the employee maybe provided a trial period of up to one month without thereby obtaining any rights he/she would not have had but for the trial return.

(6) When he/she resigns from the employ of the Company;

(7) When he/she is discharged for just cause and such discharge is not reversed through the grievance procedure;

(8) If he/she fails to return to work within five (5) days of receipt of notification by registered mail of his/her recall to the Company's active employ.

(9) If he/she is absent for three (3) consecutive working days unless a reason satisfactory to the Employer is given.

(10) If during any one (1) year period an employee is absent for more than ten (10) working days unless a reason satisfactory to the Employer is provided. All days off under this section and Article 19.03, shall be counted as Emergency Leave under the Employment Standards Act.

(11) If on three (3) occasions in any one (1) year period an employee fails to report for a scheduled shift without notifying the Company at the first reasonable opportunity of his or her inability to come to work, unless unable to call.

9.04 For the purpose of Article 9.01, seniority shall only accumulate to an employee's credit where that employee is actively employed by the Company and working his/her regularly scheduled shifts plus time on maternity or parental leave under the ESA or, effective December 1, 2006, on a leave of absence of up to one month requested in writing by the employee and approved in writing by the employer.

Seniority lists for employees shall be posted quarterly on the bulletin board and a copy sent to the Union office.

9.05 When a layoff of more than one (1) week within the full time workforce is to occur, the steward concerned or the Union shall be advised of the layoff.

9.06 It shall be the responsibility of an employee or individual on layoff to keep he Company advised, in writing, of his/her current address. The Company shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by registered mail to the last address supplied by the individual. Such notice shall include the date and time at which the individual is to report to work. Such notice shall be deemed to be received on the third posted day after it has been sent by the Company.

9.07 An employee shall be paid the hourly rate for his/her classification (as assigned by the Company). Where an employee reassigned, during a shift, to a different classification, the employee shall continue to be paid at the rate for his/her classification provided that if the employee is transferred to a higher rated job for a full shift or more, the higher rate shall be paid.

9.08 Part-time seniority employee desiring to become full-time shall be provided with the first opportunity for full-time positions in the same classification as that which they are regularly employed. To be eligible for preference the employee must sign a list (to be made available by the Company) indicating his or her desire.

ARTICLE 10 – HOURS OF WORK

10.01 The scheduling of hours of work shall be within the discretion of management. The Company shall post a work schedule for a seven (7) day period commencing on a Sunday no later than 5:00 p.m. on the Wednesday immediately preceding that Sunday. There shall be no changes to the work schedules after it is posted except by mutual agreement, or where there may be employee absence(s), or where anticipated personnel needs change.

10.02 Overtime will be calculated at one and one half times (1½) an employee's regular hourly rate for all hours of work worked in excess of eighty-eight (88) hours in a two (2) week scheduling period as defined above. For those temporary employees for whom the Company provides room and board, overtime will not be payable until after the employee has worked one hundred (100) hours in such two (2) week period.

10.03 To be eligible for overtime payment, overtime hours must have been scheduled and/or authorized by the employee's supervisor prior to performing the work.

10.04 There shall be no pyramiding of overtime or duplication of any premiums under this agreement.

10.05 Where the Company determines that overtime is required and requests that an employee work overtime, the employee so asked shall work overtime. This clause shall operate as consent as contemplated in the *Employment Standards Act*. The Company shall consider individual requests to be excused from overtime and the Union understands that the timely care of guests is important.

10.06 (1) An employee scheduled to work a shift of eight (8) or more hours shall receive a thirty (30) minute unpaid lunch. Such an employee shall also be provided with a fifteen (15) minute paid rest break during the first half of the period worked, and a second paid fifteen (15) minute rest break during the second half of the period worked.

(2) An employee who is scheduled to work more than five (5) hours but less than eight (8) hours shall receive a thirty minute unpaid lunch during the shift and a fifteen (15) minute paid rest break during the first four (4) hours worked.

(3) An employee scheduled to work three (3) hours but less than five (5) hours shall be entitled to a paid fifteen (15) minute rest break.

10.07 An employee's supervisor shall direct the time at which the unpaid lunches and paid breaks provided for in Article 10.06 are to be taken. The supervisor shall have complete discretion in the scheduling of such lunches and breaks. Such breaks and lunches will not be unreasonably scheduled.

10.08 Except during the Christmas and March school break periods (as promoted by the resort) employees shall be eligible to have two (2) days scheduled off each week in the period following Thanksgiving through to May 1st.

10.09 Part-time employees to be scheduled one (1) day off per week if requested.

10.10 Subject to change in bookings, the Resort will provide four (4) weeks' notice of complete resort shutdown.

10.11 From June to Labour Day, seniority employees – other than those in the recreation department – will be entitled to one (1) weekend off each month. “Weekend” in this provision means two (2) consecutive days in the period Friday through Monday.

10.12 Unless mutually agreed to, an employee working past midnight will receive at least 8 hours off before starting his/her next shift.

10.13 An employee who reports for work on a regularly scheduled shift and for whom not less than 3 hours of work is available and who has not been notified at least one hour before the scheduled start time, shall be paid a reporting allowance of 3 hours pay at their applicable hourly rate. The provisions of this paragraph shall not apply in the event of strikes, power failures or conditions beyond the control of the Employer which prevent the Employer from providing alternate work and which occurs in such a manner that the Employer has not had sufficient time to notify employees not to report for work.

ARTICLE 11 – COMPANY HOLIDAYS

11.01 The Company recognizes the following as paid holidays:

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

As well, Civic Holiday will be recognized for full-time employees and for part-time employees with 3 years or more seniority.

11.02

(a) Employees required to work the holiday will be paid straight time for work on the holiday and will receive a day off in lieu of the holiday and will receive the holiday pay for that lieu day calculated in accordance with (c) below. The lieu day shall be by mutual agreement between the employee and the employer but shall be taken no later than twelve (12) months following the holiday in question.

- (b) Employees who do not work the holiday will be paid holiday pay for the holiday.
- (c) The amount of holiday pay to be paid is the total amount of regular wages (as that term is defined in the Employment Standards Act) earned plus Holiday Pay earned in the four (4) work weeks immediately preceding the holiday, divided by twenty (20).
- (d) An eligible employee who works on the holiday shall be paid the greater of:
 - (i) time and a half for all hours worked on the holiday; or,
 - (ii) the amount contemplated by (a) and (c) above.

ARTICLE 12 - VACATIONS

12.01 "Vacation time" shall be scheduled at a time convenient to the Company having regard to the operations of the Company. Employees shall not take more than two (2) consecutive weeks of vacation at any one time. Vacation schedules may not be changed by the Company based on its requirements of operation except by mutual agreement.

12.02 "Vacation time" will not be cumulative from year to year.

12.03 Full time employees shall be provided with vacation time and vacation pay according to the following:

(a) An employee with one (1) year but less than four (4) years continuous service on his/her anniversary date shall be paid four percent (4%) of his/her gross pay as vacation pay and shall be entitled to two (2) weeks off work as vacation time.

(b) An employee with four (4) years but less than nine (9) years of continuous service on his/her anniversary date shall be paid six percent (6%) of his/her gross pay as vacation pay and such an employee shall be entitled to three (3) weeks off work as vacation time.

(c) An employee with nine (9) years but less than fifteen (15) years of continuous service on his/her anniversary date shall be paid eight percent (8%) of his/her gross pay as vacation pay and shall be entitled to four (4) weeks off work as vacation time.

(d) An employee with fifteen (15) or more years of continuous service on his/her anniversary date shall be paid ten percent (10%) of his/her gross pay as vacation pay and shall be entitled to five (5) weeks off work as vacation time.

12.04 (a) "Gross pay" referred to in Article 11.03 is defined as the employee's total regular and overtime wages, excluding all tips and gratuities, received by the employee in the twelve (12) months immediately preceding his/her anniversary date.

(b) "Anniversary date" means the date the employee was last hired.

12.05 Vacation pay for seniority part-time employees will be paid no later than April 15th, in the year following that in which it was earned. Vacation pay for seniority full-time will be paid to the employee at his/her vacation time that is mutually agreed to between the Company and the employee.

12.06 Preliminary vacation schedules shall be determined by the end of December in the year prior to that in which the vacation is to be taken. Vacation schedules shall be reassessed by the Company in February of the vacation year.

12.07 The company will, subject to circumstances beyond its control, schedule one week of vacation for each full time employee as defined on Article 9.02 during the period between June 1st through Labour Day. Management shall determine the number of employees who can be on vacation at any time. This shall not apply to employees in the Kitchen or Office/Administration classification who shall receive one 3 day weekend in each of June, July and August.

12.08 A full-time employee may use their annual vacation pay to replace cancelled shifts, or days when their scheduled hours are less than 40 in a week. We encourage employees to utilize their vacation pay during their scheduled vacation time each year.

ARTICLE 13 – RATES OF PAY

13.01 The regular hourly rates of pay for job classifications covered by this Collective Agreement are set out in Schedule "A". It is recognized that tips and gratuities are not considered to be pay or wages for any purposes under this Agreement.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

14.01 Certain offences are of such gravity and importance that they shall be deemed to constitute just cause for the immediate discharge of the employee concerned. Where the dismissal of an employee is made the subject of a grievance which proceeds to arbitration and the dismissal is for one or more of these serious offences, the Company shall only be required to establish that the Employee committed the offence. If it established that the employee committed the offence then the dismissal shall be deemed to be for just cause. The offences which are considered to warrant immediate discharge and are subject to the procedure outlined in this paragraph include,

- 1) Assaulting a supervisor, member of management or patron of the Resort;
- 2) Fraud or theft of property from the Company, a fellow employee or patron of the Resort;
- 3) Sexual harassment of a supervisor, fellow employee or patron of the Resort;
- 4) Consumption of alcohol or use of illegal drugs while on duty.

Where the Company decides, in light of the specific circumstances of the case, to impose a disciplinary penalty short of discharge for an offence listed above, such penalty shall be deemed to be appropriate, if the offence is proved. The imposition of such lesser penalty in one case shall not operate as a limit to management's discretion to impose the penalty of discharge in another case.

ARTICLE 15 – HEALTH & SAFETY

The Company shall comply with the Occupational Health & Safety Act and its regulations as a minimum standard.

15.01 The Company and the Union acknowledge their common concern for maintaining a safe and healthy working environment. To this end, a Joint Health and Safety Committee shall be established.

15.02 The Union will co-operate in the enforcement of safety rules and regulations.

15.03 The Company agrees that employees who are scheduled to work (1) hour beyond 11:00 p.m. or (2) hours prior to daybreak, can park their vehicles on the resort side area. If the employees are required to later move their vehicles, it will be done on paid time.

15.04 The Company agrees to provide proper clothing for employees who must work outside in inclement weather. Raincoats will be provided for work on the site.

ARTICLE 16 – BULLETIN BOARD

16.01 The Company shall provide a Bulletin Board located in a non-public area of the Inn designated by the Company for the use of the Union. This Bulletin Board will not be used for posting material which is, in the opinion of the Company, inflammatory or derogatory.

ARTICLE 17 – BEREAVEMENT LEAVE

17.01 A bereavement leave of absence of five (5) consecutive days, including the day of the funeral, or (4) consecutive days plus (1) day for interment day, will be granted to an employee upon a death in his/her immediate family. Where any such day occurs on a regularly scheduled working day for the employee, he/she shall be paid on the basis of the standard number of hours (excluding overtime) which he/she would have worked at his/her basic rate of pay. To qualify for bereavement leave, the employee shall notify the General Manager as soon as possible following the death. “Immediate family” means current spouse, son, daughter, mother, father, brother or sister or grandchild.

17.02 A bereavement leave of absence of three (3) consecutive days, including the day of the funeral, or (2) consecutive days plus (1) day for interment day, will be granted to an employee upon the death of his/her grandmother, grandfather, current mother-in-law, current father-in-law, current brother-in-law or current sister-in-law. Where any such day occurs on a regularly scheduled work day for the employee, he/she shall be paid on the basis of the standard number of hours (excluding overtime) which he/she would have worked at his/her basic rate of pay. To qualify for bereavement leave, the employee shall notify the General Manager as soon as possible following the death and shall attend the funeral.

17.03 The above provisions on bereavement leave apply only to full-time seniority and part-time seniority employees. Other employees will be entitled to the same amount of leave as contemplated by 17.01 and 17.02, but the time off will not be paid time.

ARTICLE 18 – UNION LEAVE

18.01 The Company shall grant an unpaid leave of absence not to exceed five (5) working days to three (3) employees only in the bargaining unit per contract year for the purpose of attending a Union Convention or Conference provided that such leave does not interfere with the efficient operation of the Resort and the employees are not from the same department. Requests for such leave of absence shall be made in writing to the General Manager at least one (1) month prior to the date of leave.

ARTICLE 19 – ABSENCE FROM WORK

19.01 Employees are required to attend work regularly. When unable to attend, the employee must contact his/her Supervisor or his/her designate as far in advance as possible of his/her scheduled starting time, giving the reason he/she is unable to attend work, the date of his/her expected return, and the details as to where he/she can be contacted during his/her absence. If the employee cannot contact his/her Supervisor or his/her designate he/she must advise the Company as soon as possible with an explanation for the delay that is acceptable to the Company.

If requested, an employee must substantiate the reasons for any absence. The Company may require the employee to provide medical evidence outlining the nature of the problem, the expected date of return, the ability of the employee to perform any of his/her duties and to perform alternate duties.

19.02 The Company may, from time to time, require an employee to be examined by a medical practitioner mutually agreed upon by Company and Union and provide a copy of the medical report of the examination to the Company. The Company agrees to pay the cost of such medical examination and reports as billed by the medical practitioner. Such medical examinations will not be used to harass or intimidate employees.

19.03 Full-time seniority employees with two (2) years or more seniority shall be entitled to three (3) sick days per year, non-accumulating. These days to be with pay.

ARTICLE 20 – ON CALL PAY

20.01 All employees shall be paid fifty percent (50%) of their hourly rate for time they are required to be on call.

ARTICLE 22 – HEALTH AND WELFARE BENEFITS

22.01 The Company will provide premium assistance as follows for full time seniority employees with more than one year's seniority. To be eligible for premium assistance, such employees must be at work during the month for which premium assistance is being paid.

- A. Life Insurance – Current policy or equivalent.
- B. Accidental Death & Dismemberment – Current policy or equivalent.
- C. The Major Medical Policy contemplated by Contract No.166183 effective May 1, 2012 or equivalent.
- D. The Dental Plan Policy contemplated by Contract No.166183 effective May 1, 2012 or equivalent.
- E. Long Term Disability – Current policy or equivalent.
- F. Vision Coverage \$150.00 every 24 months

It is recognized that all above programs are qualified by the provisions of the insurance contract. Such contract does not form part of this collective agreement. The Company's obligations are limited to providing premium assistance as follows for those full-time seniority employees with more than one year's seniority, Employees with less than one year's seniority are not eligible for coverage. The premium assistance is as follows:

- a) For those employees with one but less than ten years seniority: Employer pays fifty percent (50%) of total premium, less the amount attributable to LTD.

- b) Employees who as of 1998 enjoyed greater premium assistance will however continue to be entitled to that assistance.
- c) For those employees with ten years or more: Employer pays one hundred (100%) of the premium, less the amount attributable to LTD.

ARTICLE 23 – GROUP RETIREMENT SAVINGS PLAN

23.01 Eligibility: Six (6) months seniority; full time, year round employees only. Participation is voluntary.

23.02 The amount of contributions by the employee and by the employer is three (3%) of gross pay each, employee payments to be made by direct deduction from pay.

ARTICLE 24 – SOCIAL JUSTICE FUND

24.01 The Company will contribute one cent (1¢) per hour worked to the Unifor Social Justice Fund (SJF) which is a registered charity established by the National Union, Unifor. The SJF language required the employer to pay into the fund the amount negotiated for every hour worked by each employee. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each calendar year, and such contributions will be mailed to:

Unifor Social Justice Fund
205 Placer Court
North York, ON M2H 3H9

Please make your cheque payable to Unifor Social Justice Fund. The Company will be issued with a charitable receipt for each payment.

ARTICLE 25 – CONTRACTING OUT

25.01 The company agrees it will not contract out any bargaining unit work as defined by the classifications in the collective agreement. This shall not be construed however as a limitation on contracting out where an incumbent does not possess the necessary skill for a particular task.

ARTICLE 26 – WORKING CONDITIONS

26.01 Where the collective agreement is silent the provisions of the Employment Standards Act as it may exist from time to time shall apply as a minimum standard.

26.02 For Seniority Employees:

Catering – the employer will supply two shirts for the summer season and one extra shirt for full-time employees-, and one apron.

Kitchen – the employer will supply aprons, pants, and shirt/jacket for use on site only.

Rooms – the employer will supply two shirts for the summer plus a sweater for winter per year.

Office – the employer will supply three shirts per year.

Maintenance – the employer will supply three shirts and one pant per year. A winter coat shall be available for outside work.

ARTICLE 27 – PAID EDUCATION LEAVE

27.01 The company agrees to pay into a special fund two cents (2¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor, effective from the date of ratification, and sent by the company to the following address: Unifor Paid Education Leave Program, Unifor-Canada, 205 Placer Court, Toronto, ON M2H 3H9.

27.02 The Company further agrees that members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence without pay for class time, plus travel time where necessary. Employees on said leave will continue to accrue seniority and benefits during such leave.

27.03 The Company agrees to provide documentation to the PEL Program regarding the number of workers and total hours worked with each payment. This information will also be forwarded to the Chairperson of the Unifor bargaining unit.

ARTICLE 28: DURATION

28.01 This agreement shall become effective on the date of January 31, 2017 and shall remain in effect until January 31, 2020 and shall continue thereafter until one of the parties serves notice in accordance with 28.02 to negotiate changes hereto.

28.02 A party wishing to negotiate changes to this agreement shall serve the other party with notice in writing of that intention ninety (90) days prior to the expiry of this agreement or any continuation thereof.

28.03 Where the notice contemplated in 28.02 is given the parties shall meet and negotiate with a view to concluding a collective agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the 31st day of January 31, 2017

For the Union

Donna McLaughlin

Donna McLaughlin

Larry Moreau

Larry Moreau

Tom Dattilo

Tom Dattilo

For the Company

Dianne Hounsome

Dianne Hounsome

Jennie Hoesterey

Jennie Hoesterey

Jason Stanton

Jason Stanton

CLASSIFICATION AND WAGE RATE SCHEDULE
SCHEDULE I

CLASSIFICATION	Feb 1 2017	Feb 1 2018	Feb 1 2019
KITCHEN			
Executive Sous Chef*	16.35	16.50	16.65
Pastry Chef*	16.75	16.90	17.05
Sous Chef*	16.05	16.20	16.35
Kitchen Lead*	15.22	15.37	15.52
Cook 1*	13.22	13.37	13.52
Cook 2*	12.50	12.65	12.80
Assistant Cook 1	11.98	12.13	12.28
Assistant Cook 2	11.50	11.60	11.70
Kitchen Helper	11.50	11.60	11.70
Kitchen Helper – Student	10.80	10.90	11.00
Kitchen Helper – Temporary	11.40	11.40	11.40
Kitchen Helper – Student Temp	10.70	10.70	10.70
CATERING			
Dining Room Supervisor *	13.42	13.57	13.72
Assistant Supervisor*	12.50	12.65	12.80
Bartender – Full Time Yearly	11.60	11.75	11.90
Bartender	11.50	11.60	11.70
Beverage Server	11.50	11.60	11.70
Food Server	11.50	11.60	11.70
Food Server – Student	10.80	10.90	11.00
Conference Services Director*	12.80	12.95	13.10
Food & Beverage Server- Temporary	11.40	11.40	11.40
Food & Beverage Server– Student - Temporary	10.70	10.70	10.70

ROOMS DIVISION			
Rooms Supervisor*	13.42	13.57	13.72
Assistant Supervisor*	11.85	12.00	12.15
Rooms/Laundry Attendant – Full Time Yearly	11.60	11.75	11.90
Rooms/Laundry Attendant	11.50	11.60	11.70
Rooms/Laundry Attendant – Student	10.80	10.90	11.00
Rooms/Laundry Attendant – Temp	11.40	11.40	11.40
Rooms/Laundry Attendant – Student-Temp.	10.70	10.70	10.70
RECREATION/SPORTS SERVICES			
Assistant Supervisor	12.03	12.18	12.33
Program Director	11.60	11.75	11.90
Program Director – Temporary	11.60	11.75	11.90
Program Assistant	11.50	11.60	11.70
Program Assistant – Student	10.80	10.90	11.00
Program Assistant - Temporary	11.40	11.40	11.40
Program Asst – Student Temporary	10.70	10.70	10.70
Sport Shop Attendant	11.50	11.60	11.70
Sport Shop Attendant – Student	10.80	10.90	11.00
Sport Shop Attendant – Temporary	11.40	11.40	11.40
Sport Shop Attend– Student – Temp	10.70	10.70	10.70
Life Guard	11.60	11.75	11.90
Life Guard – Temporary	11.60	11.75	11.90
MAINTENANCE			
Maintenance Mechanic 1	14.60	14.75	14.90
Maintenance Mechanic 2 *	12.23	12.38	12.53
Maintenance Mechanic Assistant	11.86	12.01	12.16
Grounds Maintenance	11.50	11.60	11.70
Grounds Maintenance – Student	10.80	10.90	11.00
Grounds Maintenance – Temporary	11.40	11.40	11.40
Grounds.Maintenance–Student–Temporary	10.70	10.70	10.70

OFFICE/ADMINISTRATION			
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Front Office Coordinator	14.44	14.59	14.74
Reservations Officer	14.44	14.59	14.74
Guest Services Agent	13.60	13.75	13.90
Guest Services Agent – trainee	11.50	11.60	11.70
Office Attendant	11.50	11.60	11.70
Office Attendant – Temporary	11.40	11.40	11.40
Retail Services Agent	11.50	11.60	11.70
Retail Services Agent – Trainee	10.80	10.90	11.00
Retail Services Agent – Temporary	11.40	11.40	11.40
Retail Services Agent– Student - Temporary	10.70	10.70	10.70
Night Officer Attendant	12.91	13.06	13.21
Gas Attendant	11.50	11.60	11.70
Gas Attendant – Student	10.80	10.90	11.00
Gas Attendant - Temporary	11.40	11.40	11.40
Gas Attendant–Student - Temporary	10.70	10.70	10.70

*Minimum hourly rates for these positions. The company may hire new employees at a greater rate and may thereafter maintain that rate differential. If a newly hired employee in a classification is being paid a greater rate, then the other persons in the same classification will be paid the same rate.

*All Wage Classifications, except temporary positions, will receive an additional \$1.30/hour as at Feb 1, 2017, \$1.35 as at Feb 1, 2018 and \$1.40 as a Feb 1, 2019 in gratuity on each pay. Temporary positions will receive an additional \$0.50/hour in gratuity on each pay.

Wages Rates for probationary employees will be \$0.40 per hour less (or minimum wage, which ever is greater.)

Full time employees as of February 1, 2017 will receive a signing bonus of \$100.00 (subject to required deductions) if the settlement is ratified by February 14, 2017.

Part time employees as of February 1, 2017 will receive a signing bonus of \$40.00 (subject to required deductions) if the settlement is ratified by February 14, 2017.

February 1, 2017 will receive a signing bonus of \$40.00 (subject to required deductions) if the settlement is ratified by February 14, 2017.

LETTER OF UNDERSTANDING

BETWEEN

BAYVIEW WILDWOOD RESORTS LIMITED

AND

Unifor

AND ITS LOCAL 1411

Members of management will not enter employee rooms without notice or knocking and will not unreasonably enter any employee rooms without permission. Employees will not unreasonably deny access. Periodic inspections on at least three (3) day's notice to ensure maintenance of reasonable housekeeping standards are permitted.

For the Company

For the Union

LETTER OF UNDERSTANDING
BETWEEN
BAYVIEW WILDWOOD RESORTS LIMITED
AND
Unifor
AND ITS LOCAL 1411

An employee who is regularly employed part-time (i.e. regularly employed for twenty-four (24) hours or less per week) during the off season months (December through to March) does not become a full-time employee because he or she works – even on a regular basis – more than twenty-four (24) hours per week during the high season, April through November.

For the Company

For the Union

LETTER OF UNDERSTANDING
BETWEEN
BAYVIEW WILDWOOD RESORTS LIMITED
AND
Unifor
AND ITS LOCAL 1411

Re: The Cottages at Port Stanton

Bayview-Wildwood Resorts Limited shall make every effort to ensure that the current practices as at December 1, 2006 are maintained as to the housekeeping duties now being performed by bargaining unit employees.

For the Company

For the Union

LETTER OF UNDERSTANDING
BETWEEN
BAYVIEW WILDWOOD RESORTS LIMITED
AND
Unifor
AND ITS LOCAL 1411

Re: Scheduling and Seniority

The posted schedule shall provide that the number of hours on the schedule for any employee shall be not less than the number of hours for an employee in the same classification with less seniority unless to do so would have resulted in overtime or if the employee had asked for any particular time off (including standing requests for scheduling accommodation). Call Ins will be offered to those available within the classification in order of seniority. This shall apply for seniority full-time employees relative to other seniority full-time employees and for part-time employees relative to other part-time employees.

For the Company

For the Union

LETTER OF UNDERSTANDING
BETWEEN
BAYVIEW WILDWOOD RESORTS LIMITED
AND
Unifor
AND ITS LOCAL 1411

Re: Lunch Room

If there are employee complaints about inadequate lunch room space, the parties will meet to discuss and develop alternatives.

For the Company

For the Union

LETTER OF UNDERSTANDING

BETWEEN

BAYVIEW WILDWOOD RESORTS LIMITED

AND

Unifor

AND ITS LOCAL 1411

Re: Vacation Request

Management will continue to assess vacation request from full-time seniority employees, provided that such request are received with sufficient advance notice. Such vacation request, on a seniority basis, may be granted subject to the needs of the business and provided that adequate staffing is available.

For the Company

For the Union

Letter of Understanding

Between

Bayview Wildwood Resort Limited

And

Unifor

And its Local 1411

RE: Training Shifts

The Company and the union agree that employees scheduled for training shifts will not decrease the number of workers normally required in different job positions. (e.g. 3 employees required for dining room, trainee would be additional)

The Company and the Union agree that training will not exceed 5 days except for the following positions: Office Attendant

Temporary Office Attendant

Guest Service Agent

Guest Service Agent-Trainee

The Company and the Union agree that training for the positions above will not exceed 10 days.

The Company agrees to notify the Union prior to the scheduling of a training shift for employees.

For the Company

For the Union
