

COLLECTIVE AGREEMENT

- between -

2087676 ONTARIO LIMITED,
carrying on business as
WATERFRONT HOTEL
DOWNTOWN WINDSOR
(hereinafter called the "Company")

- and -



UNIFOR
the Union | lesyndicat

UNIFOR AND ITS LOCAL 195
(hereinafter called the "Union")

EXPIRING THE 31ST DAY OF MAY, 2017

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages, all as set out herein and to provide the applicable procedure for settling grievances which may arise hereunder, so as to maintain harmonious relations between the Company and employees covered by this Agreement and to assist the Company in the most efficient operation of its business.

ARTICLE 2 - SCOPE

- 2.01 For the purpose of this Agreement:
- (a) "Full time employee" means an employee employed in the bargaining unit described in Article 3.01 who regularly works more than twenty-four (24) hours per week;
 - (b) "Part time employee" means an employee employed in the bargaining unit described in Article 3.01 who regularly works twenty-four (24) hours per week or less.
- 2.02 Except as otherwise provided herein, all full time and part time employees shall be subject to all terms and conditions of this Collective Agreement.
- 2.03 (a) The parties recognize that the nature of the Employer requires the use of part time employees to meet the demands of its business. The parties further recognize the preference of the Union to have as many full time employees as is reasonable in the business.
- (b) Where reasonably practical, the Employer will attempt to maximize the number of full time positions available.

ARTICLE 3 - RECOGNITION

- 3.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company employed at its Hotel in the City of Windsor, save and except supervisors, persons above the rank of supervisor, secretarial support staff, sales and accounting staff, bar, restaurant and banquet service employees. The breakfast attendants will continue to be covered by this collective agreement.
- 3.02 Co-op students and other persons who are not employed for compensation by the Company shall not be used to perform bargaining unit work if doing so would directly result in the reduction in the hours of work of bargaining unit employees.
- 3.03 A person employed by the Company who is not part of the bargaining unit shall not perform bargaining unit work unless it is normally part of his or her job to do so in accordance with past practice, except in unforeseen circumstances, such as last minute bookings.

- 3.04 Prior to the Company contracting out any bargaining unit work, the Company shall meet and discuss the matter with the Union in a consultative meeting.
- 3.05 None of the present employees in the Maintenance Department as of the date of ratification shall be laid off as a direct result of the Company contracting out bargaining unit work regularly performed by such employees.
- 3.06 The Company agrees that the contracting out of any work normally performed by full time bargaining unit employees will not result in the layoff of such employees or a reduction in their hours. The Company also agrees that it will not abuse contracting out by bringing in temporary agency people at substandard rates.

ARTICLE 4 - RELATIONSHIP

- 4.01 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or the Union, or by any of their representatives, with respect to membership or non-membership in the Union. The Union agrees that no Union member will conduct Union activities on the premises of the Company except as specifically permitted by this Agreement or with the written permission of the Company.
- 4.02 The Company and the Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, ethnic origin, colour, religion, and record of offences.
- 4.03 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code. The right of an employee to rely upon the provisions of the Ontario Human Rights Code in a grievance under this Agreement shall not be limited.
- 4.04 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members and officers of the Union and to participate in its activities.
- 4.05 The Union agrees that, except as provided for in this Agreement, there shall be no Union activity on the premises of the Company during the employee's working hours except by agreement of the Company.
- 4.06 Authorized representatives of the National or Local Union shall be permitted to enter the premises of the company at reasonable times for the purpose of conducting its business. Such times are to be arranged

with management in advance. Notice upon entering shall be given to a representative of management. Entry shall not be refused unreasonably.

4.07 HARASSMENT

The Employer and the Union recognize the problem of sexual and racial harassment in the workplace and are committed to ending it.

Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects. It is an expression of perceived power and superiority by harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, sexual orientation, disability, political or religious affiliation, or place of national origin.

Harassment on any of these grounds can be made the basis of a complaint to most provincial and federal human rights commissions. Harassment can be defined as any unwelcome action by any person, in particular by management or a co-worker, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades. Unwelcome or unwanted in this context means any actions which the harasser knows or ought to know are not desired by the victim of the harassment. Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual material like graffiti or degrading pictures, physical contact of any kind, or sexual demands. Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive material, jokes or unwanted comments or acts.

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem. Because of the sensitive, personal nature of harassment complaints, especially racial and sexual harassment, the victim may prefer initially to seek other assistance. This could be any local Union elected person or official, including members of the women's committee, human rights committee and affirmative action committee. This person could assist the harassment victim in bringing the incident(s) to the attention of the top local Union leadership.

The local Union president and the unit chairperson must contact the UNIFOR national representative, and if necessary, they will meet with a senior Employer representative(s) to carry out an investigation.

The issue must be handled with confidentiality, and is to be resolved within ten (10) working days of notifying the unit chairperson and local Union president.

Any resolution of a harassment complaint must reflect the serious nature of such acts and send a clear signal that they will not be tolerated.

The Company recognizes that the Union, whether at the Local or National level, has a role to play in the representation of bargaining unit employees and effective resolution of harassment complaints once such a complaint has been brought to the attention of the Company.

UNIFOR and The Waterfront Hotel will endeavour to resolve all harassment complaints at the Local 195 level. However, if the complaint cannot be satisfactorily resolved locally or is of an extremely serious nature, then other steps may be required including the intervention of UNIFOR National and/or The Waterfront Hotel senior management.

Furthermore, the parties agree that a procedure that details a step-by-step process for filing and appealing a harassment complaint will be developed between the parties no later than six (6) months after the signing of the agreement, which procedure shall be consistent with the Company's corporate policy regarding harassment and which will recognize the Company's exclusive right to institute disciplinary action where deemed appropriate.

ARTICLE 5 - UNION SECURITY

- 5.01 The Company agrees to deduct Union dues from the bi-weekly earnings of each employee.
- 5.02 The Union dues deducted will be a fixed dollar amount per pay which amount the Union will certify to the Company to be currently in effect according to the Unions Constitution. The required deductions shall be made for each pay period and shall be remitted within eleven (11) days after the month in which such deductions are made to the designated officer of the Union. The Union shall advise the Company of the name, position and address of the aforementioned designated officer and its failure to do so shall relieve the Company of its obligation to remit the deductions herein provided for until the Company is so advised.
- 5.03 The Union agrees to defend and hold the Company completely harmless against all claims and demands, should any person at anytime contend or claim that the Company has acted wrongfully or illegally in making the aforementioned deduction for Union dues.
- 5.04 An employee in the bargaining unit described in paragraph 3.01 shall become and remain a member in good standing of the Union as a condition of continued employment, upon the completion of his or her probationary period.
- 5.05 The Company shall deduct from the earnings of each employee such initiation fee as the Union may prescribe from time to time by its Constitution or By-Laws. The Union will give the company written notice of the amount of such initiation fee and, unless the company is so

notified, the Company is under no obligation to deduct such initiation fee.

- 5.06 The Company will provide the National or Local Union quarterly with an updated employee listing which will include the employees full name, home address, telephone number, current wage rate and seniority listing, provided that each employee sign an authorization permitting the Company to release such information. For any employee who objects, the Company will not be required to provide the Union with the above information. The Company will also provide the National or Local Union with a list of employees who have been recalled to work, have been newly hired, have quit and have submitted a change of address.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

- 6.01 There shall be no strikes or lock-outs so long as this Agreement continues to operate. The Labour Relations Act of Ontario defines a strike and lock-out as follows:

A Strike includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designated to restrict or limit output.

A Lock-out includes the closing of a place of employment, a suspension of work or a refusal by an employer to continue to employ a number of his employees, with a view to compel or induce his employees or to aid another employer to compel or induce his employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the employer, an employers organization, the trade union, or the employees.

- 6.02 Any employee who participates in any of the foregoing conduct shall be subject to discipline including discharge.
- 6.03 If an illegal strike occurs, the Union will instruct its members to carry out the provisions of the Agreement and to return to work and perform their duties in the usual manner.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 Except as and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Company and remain exclusively within the rights of the Company and its management.

Without limiting the generality of the foregoing, the Company's rights shall include:

- (a) Maintain order, discipline and efficiency;
- (b) The right to hire, direct, classify, promote, demote, transfer, lay off, recall and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent hereinafter provided;
- (c) Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to plan, direct and control operations to direct the work forces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standards of performance, to select, procure and control supplies, material, products and produce, to determine the extensions, limitation, curtailment or cessation of operations and all other customary rights and responsibilities of management.

- 7.02 It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement, and it is understood that a claim that the company has so exercised these rights shall be a proper subject matter for a grievance.

7.03 It is agreed that the Company may, at its discretion, issue and enforce from time to time reasonable rules and regulations which shall be binding upon the employees in order to assure the continuation successful or efficient operation of its business. Breaches of such rules by an employee shall be cause for disciplinary action, up to and including discharge. All such rules shall be in writing and shall be posted on the bulletin boards herein provided for and made available on request to any employee desiring a copy of such rules. A copy of any new rule or regulation shall be sent to the Union before being implemented.

- 7.04 Theft from the Company, a client, or a fellow employee shall be grounds for discharge.
- 7.05 When there is a dispute with the rules and regulations, the Union will be allowed to grieve under Article 10 of the collective agreement.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Union shall appoint a Negotiating Committee consisting of not more than four (4) active full time seniority employees who each have at least one (1) year of seniority and who are members of the Union, and two (2) recognized Union officials who shall exclusively carry out negotiations at the appropriate time for the amendment and renewal of this Agreement. The Company will compensate the employee members of the Negotiating Committee one hundred (100%) percent for their loss of earnings for time lost from work while attending to negotiate the renewal of the Collective

Agreement, with gratuity employees receiving compensation at the flat rate of fifteen (\$15.00) dollars per hour. It is further agreed that the Company will pay up to a maximum of three (3) days preparation time for the committee prior to the commencement of negotiations.

ARTICLE 9 - REPRESENTATION

- 9.01 The Union may select three (3) shop stewards, with at least one (1) year of seniority, to represent employees. In addition, the Union shall be entitled to select or elect one (1) employee with at least one (1) year of seniority to act as the Chairperson.
- 9.02 The Union will inform the Company in writing of the identity of the stewards and the Company shall not be obligated to recognize such personnel until it has been so informed.
- 9.03 (a) No steward, Union committee member or Union official employed by the Company may leave his regular duties without the permission of his supervisor in order to attend to Union business, such permission not to be unreasonably withheld. Such person shall not be so absent for more than a reasonable period of time in order to attend to the matter. Upon his return to his regular duties after having secured such prior permission, he shall give any explanation reasonably required by his supervisor to explain the duration of his absence.
- (b) Where it is necessary for a union representative to investigate an employee's grievance or complaint during working hours, the employee shall not be disrupted in the performance of his/her assigned duties without the prior permission of that employee's supervisor, such permission not to be unreasonably withheld.
- 9.04 For the purposes of this Agreement, the stewards, together with the officers of the Local Union and the Negotiation Committee, shall be deemed to be the officials of the Union. The parties hereto agree that the Union officials occupy positions of leadership and responsibility to see that this Agreement is faithfully carried out.
- 9.05 It is understood that the National Representative will not conduct business in any area of the Hotel other than that designated by the Human Resources Department.
- 9.06 Employees required to attend investigative meetings with the Company which may result in discipline for them, or to attend meetings held for the purpose of issuing discipline, shall be represented by a Union Steward, who shall be the employee's area steward and/or chairperson, if he/she is available.

- 9.07 The Company agrees to compensate the Committee persons for time reasonably used during regular working hours in order to deal with such complaints, grievances or meetings as are provided for herein.

Such compensation shall be at the regular rate of pay. The Company further agrees that for each day of his or her attendance upon an arbitration hearing pursuant to the terms of this agreement, the Chairperson shall be entitled to receive eight hours pay at his or her normal hourly rate, with gratuity steward(s) to be paid at a rate of \$15.00/hour when dealing with authorized union business. Additionally, the Chairperson shall be entitled to one day's leave with pay in each calendar year for the purpose of attending a union seminar.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 Wherever the term "grievance procedure" is used in this Agreement it shall be considered as including the arbitration procedure.
- 10.02 The Company shall be under no obligation to consider or process any grievance unless such grievance shall have been presented to the Company in writing at Step No. 2 of the grievance procedure within seven (7) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor.
- 10.03 All time limits referred to in the grievance procedures herein contained shall be deemed to mean "working days". "Working days" as used herein shall be deemed to exclude Saturdays, Sundays and paid holidays.
- 10.04 There shall be an earnest effort on the part of both parties to settle any grievance promptly through the following steps:

Step No. 1

By a conference between the aggrieved employee and his immediate supervisor. The employee may be accompanied by his area steward.

The immediate supervisor shall give his decision within two (2) full working days, failing settlement.

Step No. 2

At this step, the grievance shall be reduced to writing and presented to the Department Head within five (5) full working days following the supervisor's reply but not thereafter. The written grievance shall advise the Company of the nature of the claim so as to enable the Company to deal with the grievance, and shall be signed by the employee. The Department Head will give his written reply to the grievance within five (5) days. Failing settlement...

Step No. 3

A meeting will be held with the grievor's area steward and the Human Resources Manager within five (5) days after the Department Head has

given his written reply. The grievor may be required to be present at the request of either party.

The Chairperson, National Representative or other local union officer may be present, if requested by either party. The Human Resources Manager shall give his written reply to the Griever's area steward within five (5) days of such meeting.

Step No. 4

In the event the grievance is not settled at Step No. 3, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from the delivery of the decision at Step No. 3, but not thereafter.

If a request for arbitration is not so given within such ten (10) day period, the decision at Step No. 3 shall be final and binding upon both parties to this Agreement, and upon any employee involved.

10.05 Arbitration

- (a) The notice to arbitrate in Step No. 4 of Article 10.04 shall contain the names and addresses of the persons whom the party would like to see act as the arbitrator.
- (b) Upon receipt of the notice by the other party, the recipient shall within five (5) days advise the other party, in writing, of the names of the person or persons whom the recipient should like to have act as arbitrator.
- (c) If the parties hereto fail to agree upon a person to act as arbitrator within thirty (30) days of the receipt of the notice referred to in 10.05(b), the Minister of Labour for Ontario shall, if requested to do so by either party, forthwith appoint a qualified person to be arbitrator.
- (d) The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employees affected by it.
- (e) The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.
- (f) The fees and charges of the arbitrator shall be borne equally by the two (2) parties hereto.

10.06 Time Limits

The time limits referred to in this Article (Article 10) shall be construed as mandatory.

The parties shall have the right, by mutual written agreement to extend the time limits set forth.

10.07 Union Policy Grievance or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within seven (7) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor.

A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step No. 3 of Article 10.04 hereof. The Company or the Union, as the case may be, shall give its written decision within three (3) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration with ten (10) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

It is expressly understood that the provisions of this paragraph 10.07 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the provisions of Article 10.04 hereof shall not be by-passed.

10.08 Discharge Cases

A claim by a seniority employee that he has been discharged without just cause shall be treated as a grievance and shall commence at Step No. 3 of Article 10.04 provided a written grievance signed by the employee is presented to the Human Resources Manager within three (3) days after the discharge. A Staff Representative of the Union or local union officer will be permitted to attend the meeting held pursuant thereto, with the Human Resources Manager.

10.09 Employees required to attend investigative meetings with the Company which may result in discipline, or to attend meetings held for the purposes of issuing discipline, shall be represented by a union representative, who shall be the employee's area representative if he or she is available, and/or the Chairperson.

10.10 When two or more employees wish to file a grievance arising from the same incident, such grievance may be handled as a group grievance and presented to the Company beginning at Step No. 2 of the grievance procedure.

10.11 GRIEVANCE COMMISSIONER

As an alternative to the regular arbitration procedure the parties shall have the option of mutually agreeing to refer a post third step grievance to a Grievance Commissioner in the following procedure:

(a) The Company and the Union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a grievance Commissioner (where more than one, acting in rotation) who will set aside such time as may be requested by the Company and the Union to consider and determine grievances referred hereunder for final and binding resolution. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Article 10.

(a) Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out hereto.

(b) The decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Grievance Commissioner shall:

- (i) be consistent with the provisions of this Agreement
- (ii) be confined to the grievance referred to him.

(c) The Union and the Company shall each be responsible for one half the expenses of any fees payable to the Grievance Commissioner.

(d) The parties, when referring a grievance to a Grievance Commissioner shall also provide him with the summary of the decisions at Step 2 & 3.

(e) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to rely provided that such are mailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner.

(f) The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the Grievance Commissioner before the commencement of the hearing.

(g) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner

may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.

(h) The Grievance Commissioner must render a decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after the decision has been rendered, the Grievance Commissioner shall deliver brief reasons but such reasons shall not form part of the decision.

(i) The Grievance Commissioners, who will sit on a rotation basis shall be determined mutually by the parties.

ARTICLE 11 - SENIORITY

11.01 Union Chairperson to be notified upon employee attaining seniority status. Area Steward to have fifteen (15) minutes to meet the employee at a time designated by the Department Manager.

(a) An employee shall not attain seniority within the department in which he is employed until he has worked sixty (60) days for the Company (hereinafter called the "probationary period").

Upon attaining seniority, the employee's seniority in that department will be computed as having commenced on the first day of hire.

(b) The layoff, termination or discharge of an employee during the employee's probationary period shall be at the sole and absolute discretion of management and shall not be a dispute subject to grievance and arbitration.

(c) There shall remain separate seniority for full time and part time employees. Provided, however, where a full time employee becomes a part time employee, he or she shall be inserted into the part time employee seniority list for the department involved in accordance with his or her date of hire with the Company. Employees moving from part time to full time positions shall only have seniority from the effective date of such move.

(d) The parties agree that the termination of a probationary employee shall be considered as a termination for just cause within the meaning of the Ontario Labour Relations Act unless such termination was arbitrary or discriminatory contrary to the provisions of the Ontario Human Rights Code. This shall constitute a lesser standard for the purposes of the Ontario Labour Relations Act.

(e) In the event an employee is absent from work for a period of twenty-four (24) months or longer for any reason, other than as a result of an injury for which the employee is compensated under

the Workers Compensation Act, the employee shall not accumulate further seniority past the said twenty-four (24) month period.

11.02 Subject to 11.04 and 11.05, seniority shall only be department wide. Accordingly, an employee with seniority in one department shall not have seniority in any other department, except where otherwise provided by this Article XI.

11.03 (a) Where it is necessary to reduce the working force in a department or area, departmental or area seniority will be the guiding factor so long as it does not prevent the Company from employing a working force of employees who are qualified, willing and able to do the work which is available.

(b) When recalling employees to work after a layoff, they shall be recalled in inverse order to that in which they were laid off, providing it does not prevent the Company from maintaining an adequate and qualified work force.

11.04 A seniority employee who, due to lack of work, is displaced from his regular job will be assigned by the Company to a vacancy in his department, or his area, provided the employee has the skill and ability to do the work involved, allowing for a reasonable period of familiarization.

If there is no such vacancy, the employee will be assigned to work being performed by another employee with less seniority in his department, in his area, providing the employee has the skill and ability to do the work involved. If a department, area and/or classification is permanently discontinued, the affected employees, both full time and part time, will be allowed to exercise their respective seniority rights in other departments and/or classifications provided that the employee has the present skill and ability to perform the work, allowing for a reasonable period of familiarization, not to exceed thirty days.

When used in this Article 11, the word 'ability' shall mean having the accomplishments which enable the person to perform the work required in accordance with the Company's quality and service standards, allowing for a reasonable period of familiarization, not to exceed thirty days.

11.05 Where an employee with one (1) year or more seniority applies for and is transferred to another area or department, he shall commence accumulating and only accumulate seniority in the new area or department once he is so transferred. Such employee shall, following his transfer, retain the seniority accrued in his former area or department to the date of such transfer but shall not accrue further seniority in such former area or department. Such seniority accrued in the former area or department may only be exercised in the event the employee is laid off in his new department.

11.06 An employee shall lose all seniority and service rights and his employment shall be deemed to have terminated if:

- (a) he is laid off for twenty-four (24) months;
- (b) he is on layoff and fails to indicate his willingness to return to work within four (4) days after he receives or is deemed to have received notice of recall sent to him by registered mail by the Company or if he, within ten (10) days after such notice of recall is so sent, fails, without a legitimate excuse, to return to work;
- (c) he fails to return to work promptly after the expiration of any leave granted to him, unless he gives a legitimate excuse for failing to do so;
- (d) he absents himself from work for three (3) consecutive working days without a legitimate excuse.

11.07 It shall be the duty of the employee or laid off person to notify the Company Human Resources promptly, in writing, of any change in his address or telephone number.

Any notice mailed to the employee or laid off person by prepaid registered mail, addressed to the address of that person as it appears on the Company's personnel records, shall be conclusively deemed to have been received by the employee or laid off person on the fourth day after it was so sent unless the notice is returned to the Company by the Post Office, in which event, it shall be conclusively deemed to have been received by the employee on the date the Post Office stamps it for return to the Company.

- 11.08 (a) Within sixty (60) days after the ratification of this agreement, the Company will post a Hotel wide seniority list, listing department and classification.
- (b) Thereafter, the Company shall post a revised departmental seniority list or, where applicable, an area seniority list at least once a year. Seniority list to be posted as outlined in the Collective Agreement.
- (c) An employee shall be entitled to dispute the accuracy of his seniority as shown on any departmental seniority list posted pursuant to this Article by filing a written notice with the Human Resources and setting out therein the grounds of his objection within thirty (30) calendar days of the posting. If the dispute is not resolved to that employee's satisfaction, he may file a grievance pursuant to Article X.
- (d) If an employee does not file a dispute, as herein provided, or, upon filing a dispute does not process the dispute as provided for in this Agreement, he shall be deemed to have accepted as final and

binding his seniority as shown on the departmental seniority list which has been posted.

- (c) An employee shall not be entitled to dispute his seniority as shown on any departmental or area seniority list where the dispute relates to the accuracy of his seniority as shown on any prior departmental or area seniority list unless such employee has disputed the accuracy of the prior departmental or area seniority list as herein provided or, having disputed the accuracy thereof, is processing a dispute as provided for in this Agreement.

11.09 In all cases of filling permanent job vacancies for part time employees within a department or area, if applicable, and in all cases of layoff and recall of part time employees within a department or area, if applicable, the criteria set out in paragraph 11.03 shall apply.

11.10 Preferential Seniority

The Shop Committee shall have top Hotel wide seniority in case of layoff and shall be retained by the Company on work they have the skill and ability to perform, so long as such work is available.

The Union shall provide the Company with the names of the persons affected and the order in which they are to be recognized.

11.11 Temporary Transfers

The Company will have the right to temporarily transfer employees to other positions for a maximum period of two weeks. In the event of such temporary transfer, where the wage rate applicable to the position into which the employee is temporarily transferred is higher than her normal wage rate, the higher rate will immediately apply for the duration of the transfer. Where the wage rate applicable to the position into which the employee is temporarily transferred is lower than her normal rate, the normal rate will continue to apply for the duration of the transfer.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Upon written application and two weeks notice except in a case of emergency, the request of employees for leaves of absence will be considered by the management upon their individual merits and circumstances, and the parties agree that the determination of whether the request shall be granted rests solely in the discretion of management. Leaves of absence must be authorized in writing by the Company. The Company will provide to the Union Committee a copy of any approved leave requests.

12.02 Any employee of the Company elected or appointed to a full time position in Local 195 UNIFOR or the National Union, UNIFOR, will be granted a leave of absence without pay and without benefits by the Company for a period of two (2) years or the life of this agreement, whichever is longer, and shall retain and continue to accumulate seniority.

12.03 The Company when presented with a request in writing from the Union will grant a leave of absence to members of the bargaining unit for a period not to exceed fourteen (14) calendar days where such employees have been appointed or elected by the Union as a delegate to a legitimate function such as a convention, conference, council or education course, and where any one member of the bargaining unit is selected to attend the Labour College of Canada, the Company will grant such employee leave of absence for 30 working days. The request for the leave shall state the intended date of commencement, duration and reason for the leave.

All requests for such leaves shall be made as far in advance as practicable and providing that the Company may decline to honour any request made on less than 14 days written notice if, in the Company's opinion, such request cannot be accommodated without undue inconvenience.

No more than two members of the bargaining unit, or more than one employee from any area or department, shall be absent from their duties with respect to any such leave at any given time.

12.04 All leaves of absence shall be without pay and without loss of seniority. Employee benefits will continue to the end of the month in which the leave begins.

ARTICLE 13 - HEALTH & SAFETY

13.01 The Company and the Union agree to actively promote measures to assure the health and safety of all employees. The Company further agrees to make adequate provision for the health and safety of the employees. The Company shall comply in a timely manner with all legislation pertaining to occupational health and safety.

13.02 The Joint Health and Safety Committee will consist of eight (8) members, four (4) each from the Company and the Union. A certified member from the Company and the Union shall serve as the Co-chairperson of the Committee.

13.03 In addition to the duties imposed under health and safety legislation, the Committee shall be responsible for the following:

- (1) Scheduling of and attendance at regular or emergency meetings whenever necessary called by the Committee;
- (2) In addition to regular meetings, the chairperson of the committee shall tour and inspect the premises on a monthly basis for health and safety concerns as required by the O.H.S.A. and make recommendations for changes and corrections for the elimination of health and safety hazards;

- (3) Receive, investigate and address complaints in a timely manner and prepare necessary reports;
- (4) Every industrial injury must be reported immediately to the Department Manager along with the completion of the Company Accident Incident Report. Such copy will be forwarded to the chairpersons of the Health & Safety Committee upon written consent of the employee involved.

In the case of an accident or injury that requires professional medical attention the Health & Safety Committee person directly involved with that incident along with the Chairperson of the Health & Safety Committee shall investigate and prepare a report.

- 13.04 The Company will provide the Joint Health & Safety Committee with complete hazard information on all hazardous substances in the workplace.
- 13.05 The Health and Safety Committee will be consulted with respect to and also review the selection of Company's supplied safety equipment and protective devices deemed necessary to protect employees from disease or injury.
- 13.06 Employees of the Company shall have the right to refuse work deemed unsafe or hazardous in accordance with the provisions of The Occupational Health and Safety Act.
- 13.07 Upon the request of a member of the Joint Health and Safety Committee and upon reasonable notice to the Company's Health and Safety Coordinator, a Local or National Union Health and Safety Representative will be given access to the work place to confer with Committee members.
- 13.08 On a one (1) time basis during the term of this agreement two (2) Union members of the Health and Safety Committee will each receive up to twenty-four (24) hours of training by UNIFOR Local 195 Safety Representatives. It is agreed that two (2) members representing management on the Health and Safety Committees will also attend the training.

13.09 SUBSTANCE ABUSE

During negotiations, the Union and the Company representatives discussed substance abuse as it affects employees. In addition to the serious consequences posed for the individual, both parties recognize that substance abuse contributes to absenteeism and other disruptions of the work force, and that it can adversely affect safety, job performance and employee morale.

The Company and the Union recognize the importance of a continuous co-operative effort between its Management and the UNIFOR officials and members in this regard, and it will be appropriate for the UNIFOR and

the Company to review and discuss these problems from time to time, with a view to providing (non-financial) assistance to addicted employees, consistent with these employees attitudes toward their problem.

Such assistance includes, but is not necessarily limited to, identification of the problem(s) at the earliest stage(s), and motivation of the individual to seek appropriate treatment.

Employees undergoing a prescribed rehabilitation process will be eligible for group insurance benefits as provided for in this Agreement.

The Corporation will strive to co-operate with the UNIFOR in supporting and emphasizing the objectives of an employee assistance program.

ARTICLE 14 - BULLETIN BOARDS

- 14.01 The Company will provide bulletin boards to be located at strategic locations. All Union notices must be signed by proper officials of the Union and submitted to the Human Resources Department of the Company for approval before being posted. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Company without the Company's prior written approval.
- 14.02 The Company agrees to use its best efforts to provide a suitable office, to be equipped with available furnishings to include a desk, chair, filing cabinet and telephone line for local calls upgrade office carpeting. The Company also agrees that the Chairperson shall have reasonable access to a photocopier, fax machine and voice mail for union business. The Company will provide a computer and internet access in the Union Office.
The Company further agrees that, in addition to the time required for the Chairperson for the handling of grievances in accordance with Article 9.07, the Chairperson will be entitled to up to four (4) hours per week paid time to conduct normal union business in the Hotel.

If it is a gratuity employee \$15.00 per hour.

ARTICLE 15 - CASH DEPOSITS

- 15.01 Concerning employee responsibility for cash deposits, the Company agrees to institute cash handling procedures to ensure that only the employee having responsibility for a cash deposit will have access to such employee's float during the course of the employee's shift.

If, contrary to such policy, another person gains access to the employee's float during the course of his or her shift through no fault of the employee, the employee shall not be held accountable for shortages in his or her deposit.

Provided, however, this letter shall not be construed as limiting, in any way, the Company's right to investigate deposit discrepancies and to take appropriate action in response to any such investigation.

ARTICLE 16 - JOB POSTING

- 16.01 (a) All new jobs in the bargaining unit or permanent vacancies in existing jobs in the bargaining unit will be posted for seven (7) working days. Any employee with at least one (1) year seniority who wishes to be considered may make an application. When an employee successfully makes such an application, he cannot apply for any other posting of a new job or permanent vacancy for a period of one (1) year thereafter.

An employee awarded such an opening shall be required to serve a trial period of three (3) months. If an employee, full time or part time, is awarded the job posting as per this article and such employee has performed the job previously, they will not be required to serve a trial period of three (3) months, if they have the skill and ability to immediately undertake the job requirements.

- (b) In all cases of awarding such new jobs or filling of permanent vacancies in existing jobs, the following factors shall be considered:
- (i) departmental seniority or, where applicable, area seniority, with part time employees being placed, in order of part time seniority, at the bottom of the seniority list;
 - (ii) Qualifications, skill, and ability. Where matters in factor (ii) are relatively equal in the judgment of the Company, factor (i) shall govern, provided however, that Management shall not exercise its judgment in an arbitrary manner.
- (c) In the event the Company is unable to fill such vacancy through the posting procedure, it shall have the right to assign such position to the employee having the lowest seniority who is qualified to perform such job. Until such vacancy is filled through new hires. This period not to exceed thirty (30) days.

ARTICLE 17 - DUTY MEALS

- 17.01 The Company will provide a 25% discount on meals at any outlet operated by the Company.

ARTICLE 18 - MAINTENANCE DEPARTMENT

- 18.01 None of the present employees employed in maintenance department on December 1, 1984 shall be laid off as a direct result of the Company

contracting out bargaining unit work regularly performed by such persons.

- 18.02 An employee who is required by the Company to be on standby shall receive an allowance of one dollar and seventy-five cents (\$1.75) per hour for each hour of standby duty. The employees to be scheduled on stand by on an equalized basis.

Employees must have a telephone and any employee not responding to a page will be taken out of the scheduling rotation.

- 18.03 Maintenance personnel who are required to supply their own tools shall have any worn out or damaged tool replaced by the Company.

- 18.04 The person who is scheduled as the shift maintenance person shall be entitled to one half (½) hour paid lunch break but the fact that he or she is so paid does not count in their hours of work for the purposes of overtime.

- 18.05 The Company agrees to pay seventy dollars (\$70.00) per year to engineering employees and house person employees for safety boots upon presentation of receipt. A winter coat will be provided for house persons who need to work outside during the winter months.

ARTICLE 19 - DISCIPLINARY NOTATIONS

- 19.01 For disciplinary notations other than theft, being under the influence of alcohol or drugs, or sexual harassment, such notations will be taken from an employees file if he or she has a clean record for twelve (12) months.

Incidents of drug and alcohol abuse where treatment has been sought will be cleared from a person's record after twenty-four (24) months and such notations will be removed from an employees file.

Personnel files to be monitored and administered as per the Collective Agreement.

- 19.02 The Company agrees to provide a copy of all disciplinary notices to the Union Chairperson.

19.03 Access to Personnel Files

Employees will be granted access to their personnel files upon the giving of forty-eight (48) hours advance notice, such access to be provided in the presence of a Union representative and a member of the Human Resources Department. The meeting will take place during regular business hours of the Human Resources Department.

ARTICLE 20 - CASH HANDLING

20.01 If an employee who handles cash fails to report either a cash shortage or overage he or she shall be terminated.

An employee with a cash float who uses the whole or any part of the cash for his own purposes shall be terminated. Any employee who has been terminated pursuant to this provision is entitled to file a grievance and have it arbitrated.

ARTICLE 21 - CULINARY TOOLS

21.01 Culinary personnel who are required to supply their own knives shall have any worn out or damaged knife replaced by the Company.

ARTICLE 24 - GUEST GIFTS

24.01 Where a guest leaves a gift for an employee other than either an unsealed gift of liquor or a complimentary gift of liquor supplied to the guest by the Company, the employee may remove the gift from the Company's premises if the following conditions are met:

- (a) the employee receives a written authorization signed by the guest;
- (b) the item is left in the employee's supervisor's office for the balance of the shift;
- (c) the employee obtains a duly signed authorization pass; and
- (d) the employee removes the gift from the Company's premises on that date.

24.02 Where a guest leaves a sealed bottle of liquor or wine which is not a complimentary gift supplied to the guest by the Company, a capped bottle of beer or an unopened can of beer in his or her room and does not provide a written authorization to the employee as provided in Article 24.01(a), the employee who finds the article shall take it to the lost and found area of housekeeping department when the employee has completed the room in which the article was found. The article so found shall be released to the employee who found it seven days (7) after the day when the article was delivered to the lost and found area.

24.03 When a room attendant finds empty pop bottles, empty beer bottles or empty beer cans or liquor bottles in a room after a guest has checked out of the Hotel, the articles will be accumulated on the floor by the employee.

At the end of the shift the employee shall present the articles to security before removing them from the premises.

24.04 The Hotel will be held harmless in the event of an injury to an employee as a result of taking advantage of Article 24.

24.05 All lost and found articles will be brought to the Housekeeping Department, logged and held for three (3) months. After which, unclaimed articles will be returned to the finder.

ARTICLE 25 - GRATUITIES

25.01 Where a guest or customer alleges in an affidavit that an employee has requested that guest or customer to pay him a tip or gratuity, such employee shall be subject to appropriate discipline. Any affidavit signed by the guest or customer is admissible in evidence and shall be used by the arbitrator as a basis for making a finding of fact on the basis of the statements as therein set out, provided a Union National Representative or the Chairperson has been given an opportunity to interview the guest or customer.

ARTICLE 26 - GENERAL

26.01 Where an employee is required to attend a training session or a communications meeting, the employee shall be paid at the employees regular straight time hourly wage rate for all time spent at such meeting. Attendance at meetings outside of working hours will be voluntary. Any disciplinary notices that are in employee personnel file in regard to non attendance of meetings will be removed.

26.02 The method of payment of wages shall be bi-weekly on Thursdays. Errors in pay in excess of twenty dollars (\$20.00) will be corrected by manual cheque in accordance with Article 26.04.

Except in circumstances beyond the Company's control, pay cheques will be available by 2:00 p.m.

26.03 An employee will not be required to produce a doctors certificate for an absence on account of an illness of less than three (3) days unless the employees record indicates excessive absenteeism or a pattern of absenteeism.

26.04 Manual pay cheques will be issued within two (2) working days or earlier whenever possible if the original pay cheque is incorrect.

26.05 Training Allowance

The Company agrees to pay a training allowance of one dollar (\$1.00) per hour for all hours spent training other employees. The training allowance will only apply where management has instructed an employee to train another employee.

When an employee is instructed by their manager to train more than one (1) person at a time, they will be paid an additional training allowance of

\$0.25 per hour for each additional person to be trained beyond the first trainee.

26.06 Pagers

If an employee is required to wear a pager/radio during lunch break, it will become a paid lunch.

26.07 Canadian Citizenship

The Company agrees to allow time off work without loss of pay for up to eight (8) hours to an employee to attend Citizenship Court to be sworn in as a Canadian citizen. Such time off work shall be paid after verification is received by the Company.

26.08 Payment for Injured Workers

In the event that an employee is injured in the performance of his or her duties, he or she shall, to the extent that he or she is required to stop work and receive treatment, be paid the regular straight time hourly wage rate lost for the balance remaining of his or her shift.

The Company shall provide and arrange for suitable transportation for the employee to the doctor or hospital and back to the Hotel and/or his or her home as necessary at no cost to the employee. If the employee is working an overtime shift, he/she shall be paid the overtime hourly wage rate.

26.09 Housekeeping Policy Regarding Cleaning of Rooms

This policy applies to the making up of rooms:

1. Room attendants are expected to clean sixteen rooms (16) per day, except in the following circumstances:
 - (a) where a room attendant cleans between seven (7) and eight (8) double rooms (ie) Rooms with two beds, the number of rooms she/he is expected to clean is fifteen rooms;
 - (b) where a room attendant cleans between nine (9) and ten (10) double rooms, the number of rooms she/he is expected to clean is fourteen rooms.

Note: If you are doing three (3) or more floors, you will be reduced by one (1) less room for each floor after three (3). Housemen will be provided safety boots as present practice of maintenance and winter coats provided.

26.10 The Company shall, during each year of the collective agreement, pay the sum of eight hundred dollars (\$800.00) into a trust fund to be established by the local union, to be used for the benefit of the bargaining unit.

26.11 The Company agrees to pay a seventy-five cent (\$0.75) per hour night shift premium between the hours of 11:00 p.m. and 7:00 a.m.

26.12 Employee Discount Privileges

The Company shall, for so long as any brand or corporate policy regarding employee discount privileges remains in effect, continue to accept and process employee requests for such privileges so as to facilitate employee access to same.

26.13 Labour Management Meetings

On request of either party the Company and Union will meet at least once a month for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement.

26.14 New Classifications

When a new classification is created the Company may assign an employee to such job for a period not to exceed thirty (30) calendar days.

It shall be the responsibility of the Company to establish a wage rate and classification for such a new job within twenty (20) calendar days of commencement of the new job. The Company agrees to discuss with the committee its rationale for the rate it establishes for the new classification. If the Company and the Union fail to agree on the new rate or a classification for such new position, a policy grievance may be filed by the Union.

The arbitrator will have authority to set the new wage rate and grant any retroactive wage increases to the date work commenced in the classification. Vacancies within new classifications shall be posted within thirty (30) calendar days of startup, and experience gained as a result of a temporary assignment will not be considered as qualification for the posting. The posting will be filled in accordance with the job posting provisions of the Collective Agreement.

26.15 Technological Change

Technological change is defined as a substantial change in technology to the process, equipment or methods of operation that differs significantly from those previously utilized by the Company.

Under such circumstances the Company will provide sixty (60) calendar days notice to the Union of such change.

Any full time employee who is displaced as a direct result of a technological change will be eligible for retraining to equip the employee to operate the new equipment, provided the employee has the ability to learn to operate the new equipment. If such training is reasonably practical, it will be provided for by the Company without cost to the employee.

If an employee is displaced as per the above and such training is not reasonably practical, the employee will have the right to displace junior employees pursuant to the layoff provisions of this Collective Agreement.

26.16 Paid Education Leave

The Company agrees to pay into a special fund two cents (0.02¢) per hour per full time employee for all full time hours worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employees skills in all aspects of trade union functions.

Such monies will be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR, and sent by the Company to the following address:

UNIFOR Paid Education Leave Program
UNIFOR-Canada
205 Placer Court
Willowdale, ON M2H 3H9.

Members of the bargaining unit selected by the union to attend such courses shall be granted a leave of absence in accordance with the provisions of Article 12.03.

26.17 Within thirty (30) days of hiring each new employee will be provided with a uniform. Damaged and uniforms which need to be replaced, will be repaired or replaced within thirty (30) days.

26.18 Lead hands will not recommend discipline for employees.

ARTICLE 27 - HOURS OF WORK AND OVERTIME

27.01 It is hereby expressly understood and agreed that the provisions of this Article 27 are for the purposes of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, not a guarantee of working schedules.

27.02 The normal work week for all full time employees shall consist of forty (40) hours worked, exclusive of lunch periods, comprised of eight (8) hours of work per day in five (5) days per week. The Company shall use its best efforts to arrange schedules so that such employee will have two (2) consecutive days off during each work week.

27.03 It is recognized that the Company will from time to time require employees to perform overtime work. All overtime work will be on a voluntary basis according to seniority.

27.04 Overtime at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay exclusive of premiums shall be paid for hours worked in excess of eight (8) hours of work per day.

27.05 There shall be one half (½) hour unpaid lunch break in each working day at a time or times to be designated by the Company.

27.06 In no case shall there be duplication or pyramiding of overtime or any other premium compensation.

27.07 Minimum Reporting Allowance

- (a) An employee, who properly reports for work as scheduled, shall be entitled to work his shift up to a maximum of four (4) hours or be paid equivalent pay at his straight time hourly rate unless the Company has notified the employee in advance not to report to work.
- (b) This minimum reporting allowance does not apply when the employee reports for work but there is no work for him to do because of circumstances beyond the control of the Company.
- (c) When an employee has not been working because of illness, leave of absence or any other causes, it shall be his responsibility to arrange with the Company for his return to work prior to his intended date of return, and if the employee fails to do so he shall not be entitled to the reporting allowance as herein provided.
- (d) It is the employee's duty to keep the Company informed of his/her correct address and telephone number, and the Company will not be liable for any payment hereunder unless arrangements have been so made.

27.08 Call Back Allowance

An employee who has left the Hotel after the completion of his regular shift and is called back to work shall receive a minimum of four (4) hours pay at his straight time hourly rate or the rate for the hours actually work, together with any applicable overtime premium, whichever is greater.

It is understood that this provision shall not apply in the case of an employee is required to work within a period prior to the commencement of his regular shift, but he shall be appropriately compensated.

27.09 (a) The Company will post shift schedules at least seventy-two (72) hours in advance except in circumstances beyond the control of the Company. In the event of a change to the scheduled after posting, the Company will advise the employee of such change.

Schedules to be posted on Wednesday each week.

- (b) Any reasonable request by employees for a mutual switch of scheduled shifts must be submitted for approval to the Department Head or Supervisor at least twenty-four (24) hours prior to the requested change. It is understood that such change shall not result in an overtime payment or other premium compensation.

27.10 Employees will be entitled to one (1) fifteen (15) minute rest period for each completed one half (1/2) shift of four (4) hours' duration at a time determined by the Company and consistent with efficient operations.

The time for the rest period will be calculated commencing when the employee leaves his work station.

27.11 Departmental seniority applies to entitlement to available days off and shift preference on available shifts subject to the Company being able to maintain a qualified and efficient work force. Lead Hands will be scheduled according to their departmental seniority.

27.12 The Company shall use its best efforts to arrange schedules so that employees will not have to work six (6) days in a seven (7) consecutive day period.

27.13 Any employee who works a sixth (6) or seventh (7) day in a row in a seven (7) day period shall be paid time and one half (1/2) his or her regular hourly rate for all hours so worked.

27.14 Wherever possible, shift schedules will be arranged to give employees sixteen (16) hours between shifts. In the event an employee is required to work a shift which commences less than nine (9) hours before the end of his or her last shift, the employee affected shall be entitled to a premium of one dollar (\$1.00) per hour for the first hour (4) hours worked in such next shift. Providing, however, such premium shall not apply in the event such short time between such shifts is at the employee's request and provided further that there shall be no pyramiding of such premium with overtime or other premium rates under the collective agreement.

27.15 Shift schedules in existence as of January 16, 1991, shall remain in effect for the term of the collective agreement. Representatives of the Company and the Union shall meet at least bi-monthly to discuss matters of mutual interest and shift scheduling in the Hotel. If openings on schedules become available or new shifts become available, employees will be assigned on the basis of Article 27.11.

ARTICLE 28 - PROBATIONARY EMPLOYEES

28.01 Notes:

1. Probationary Rate - The parties agree to a probationary starting rate.

This starting rate will increase during the term of the Collective Agreement in accordance with the following formula:

Probationary employees will receive a lesser amount than shown in Schedule but the differential will never be greater than one dollar (\$1.00).

2. An employee who works one (1) full shift or more in a higher rated job classification shall be paid the higher rate for all hours so worked.

ARTICLE 29 - VACATIONS

29.01 Full time seniority employees shall be entitled to an 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, 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, four (4) weeks vacation with eight percent (8%) of gross pay.
- (d) For eligible employees who have completed twenty (20) years of service or more, five (5) weeks vacation with ten percent (10%) of gross pay.
- (e) For eligible employees who have completed twenty-five (25) years of service, six (6) weeks vacation with twelve percent (12%) of gross pay.

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

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

29.04 A vacation list will be available for vacation time on January 15th of each year for each and every employee.

29.05 Vacation credits shall not be accumulated from one year to the next.

29.06 The Company will no longer provide vacation pay on a separate cheque, unless it is requested in writing any time a vacation payout is being processed.

ARTICLE 30 - STATUTORY HOLIDAYS

30.01 An active full time seniority employee will be compensated for time lost as a result of one of the following statutory holidays being observed on his regularly scheduled work day. Compensation shall be a sum equivalent of his straight time hourly rate for the number of straight time hours of work in his normal day, provided he complies with the qualifications hereinafter set forth.

The statutory holidays are:

New Year's Day
Family Day (Effective December 1st, 2011)
Good Friday
Victoria Day
Canada Day
Civic Day (1st Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
One PPH Day

30.02 Where an employee works on a statutory holiday, he shall be paid his wages at his time and one half for each hour he works and he shall also be paid his statutory holiday pay without having to take a lieu day.

30.03 In order to qualify for payment on a statutory holiday as provided for in 30.01, the eligible employee must work his scheduled shift on the day immediately following the holiday, unless the employee submits a legitimate reason for their absence.

30.04 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 his holiday pay for that particular day, unless the employee submits a legitimate reason for their absence.

30.05 In the event that one or more of the aforementioned statutory holidays occurs during the eligible employee's vacation, he shall be paid for the statutory holiday in addition to his vacation pay.

30.06 For the purposes of this Schedule, active when applied to an employee means an employee who is not absent from work for any reason during the period immediately prior to or immediately following the statutory

holiday other than an employee who is on vacation or on a scheduled day off. Unless the employee submits a legitimate reason for their absence.

30.07 When a holiday falls on an employee's day off, he/she will be entitled to take an additional day off, prior to or after their scheduled days off, given that no overtime payment will be made due to this change.

ARTICLE 31 - BEREAVEMENT LEAVE, HEALTH AND WELFARE, PENSION AND JURY DUTY

31.01 Bereavement Leave

When either the current spouse, parent, child, brother, sister, mother-in-law or father-in-law, grandparent or grandchildren of a seniority employee dies, that employee on request will be excused for a period not to exceed three (3) consecutive days (or such fewer days as the employee may be absent).

An eligible employee shall be entitled to one (1) day off in the event of the death of that employee's brother-in-law or sister-in-law.

In any event, the eligible employee shall not be entitled to receive any pay hereunder for any day upon which he would not otherwise have been scheduled to work for the Company. Payment will be based upon the employee's straight time hourly rate exclusive of premiums.

Part time employees to be included in bereavement leave.

Common law relationships to spouse, parent and child.

Same-sex partner relationships to spouse, parent and child.

31.02 Health and Welfare

The employer will cover 80% of the cost of the premiums for the following group benefits. The employees will cover 20% of the monthly cost through payroll deductions with benefit coverage's to be effective the 1st day of the month following the attainment of full time seniority.

1. Life and Accidental Death and Dismemberment
\$35,000.00. Thirty-five thousand dollars

2. Extended Health Care Benefits as follows:

(a) Dental - annual plan maximum - \$1,500.00 per person.
Effective January 1st, 2012 increase to \$1,600.00 per person.
ODA fee guide - one year in arrears. Endodontic and periodontics coverage at fifty percent (50%). Recall examinations - every nine months. Dependent children - to age 21 or to age 25 if a full time student.

(b) *Prescription Drug Plan* - Four dollar (\$4.00) co-pay per prescription including product selection (generic).

(c) The following listed services at the rate of eighty percent (80%) of eligible expense, with maximums to apply where applicable:

- nursing services (performed by registered graduate nurse);
- professional ambulance services;
- X-ray, radium, and radioactive isotopes treatment;
- oxygen and its administration;
- blood and blood transfusions;
- prosthetic bras, splints, trusses, braces, crutches if not covered by OHIP;
- orthopedic shoes - maximum \$400.00 per year;
- surgical stockings - up to two pairs per year
- hearing aids - to a maximum of \$400.00 in any four consecutive years;
- bundle chiro, physio and massage therapy to a maximum of \$1,000.00 per year effective March 1, 2008.
- chiropractor, osteopath, naturopath, podiatrist, speech therapist, psychologist - maximum payment \$250.00 per twelve consecutive month period, after completion of OHIP coverage.

(d) *Vision Care* - \$150.00 during any period of twenty-four (24) consecutive months.

(e) *Semi-Private Hospitalization* - coverage to a maximum of \$135.00 per day.

(3) **Weekly Indemnity Benefits**

Sixty percent (60%) of weekly wages based on a forty hour week, not to exceed, four hundred dollars (\$400.00) effective December 1st, 2011, maximum per week, for up to sixteen (16) weeks subsequent to UIC maximum benefit period (plan to also provide coverage in first two weeks with no waiting period in the event of accident or hospitalization and with coverage after the fifth day of illness).

31.03 The Company shall have the right to change insurance carriers, provided equivalent or better coverage is maintained. If the carrier is changed then the Company shall provide to the union a copy of the new policy.

31.04 Whenever a full time seniority employee is absent from work on account of an illness or injury for which the employee is in receipt of compensation under either the Workers Compensation Act of Ontario or the Weekly Indemnity Plan including Unemployment Insurance Benefits as therein provided, the Company will continue to pay the premiums for the benefits provided in this Article for such eligible employees for the first nine (9) months of such absence.

31.05 Where full time seniority employees have their hours reduced below twenty-four (24) in a week through no fault of their own, the Company will continue to pay the premiums for the benefits provided for in this Article for such employees for a maximum of six (6) months.

31.06 It is understood that in the event of any dispute as to the benefit coverage provided, the terms of the policy shall govern.

No changes to the said policy shall reduce the coverage's provided for herein.

Revised terms for benefit coverage's shall become effective December 1, 2007. Any increase in benefits apply to employees on layoff, leave of absence or on sickness or accident only upon their return to work.

31.07 **Pension**

The Company's pension contribution shall be forty cents (\$0.40) per hour worked by each full time seniority employee.

31.08 **Jury Duty**

If a full time seniority employee is called for jury duty, the Company agrees to make up the difference between the amount of compensation received for jury duty and what the employee would have earned had he reported for work and worked his scheduled shift for the day involved.

Exclusive of any overtime compensation. The eligible employee will furnish proof of jury service and payment of the amount received therefore. Gratuity employees will be compensated at a rate of fifteen dollars (\$15.00) per hour.

31.09 Part time employees to get \$10,000 life insurance.

ARTICLE 33 - LETTERS OF UNDERSTANDING

33.01 The parties expressly agree that the letters of understanding following the collective agreement shall form part of this agreement.

ARTICLE 34 - DURATION

34.01 Except as otherwise specifically provided in this Collective Agreement, all amendments to the Agreement are effective as of the date of this Agreement. This Agreement shall remain in full force and effect and shall not be re-openable, save and except as otherwise herein expressly provided until the 31st day of May, 2017 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing as provided in Article 34.02 hereof of its desire to negotiate amendments to this Agreement.

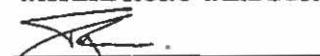
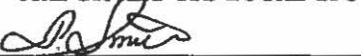
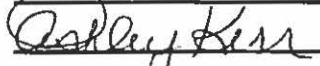
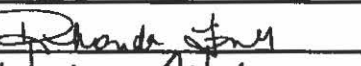
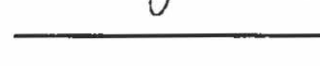
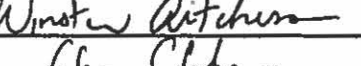

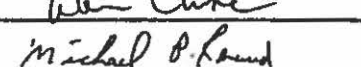

34.02 Notice that amendments are required shall only be given during the period of not more than three (3) months and not less than one (1) month prior to the 31st day of May, 2017 or similar periods thereafter.

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.

AGREED THIS 5th DAY OF August, 2014

WATERFRONT WINDSOR

UNIFOR AND ITS LOCAL 195

SCHEDULE A - PAY SCALE

Classification **31-May-14**

ENGINEERING

Maintenance 1	20.70
Maintenance 2	20.70

GUEST SERVICE

Desk Clerk	16.47
Reservationist	16.47
Switchboard	16.47
Bell Person	12.50

BREAKFAST

Breakfast Attendant	12.75
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HOUSEKEEPING

Laundry Attendant	14.96
House Attendant	14.96
Room Attendant	14.96
Runner	14.96
Linen Room Attendant	14.96
Laundry Attendant Lead Hand	16.08

STEWARDED

Steward #1	14.78
Steward #2	12.50

LETTER OF UNDERSTANDING #1 - RE: WAGE RATE

This will confirm the parties agreement that where an employee covered by this Agreement is presently receiving a wage rate in excess of that provided for by this Agreement for his or her classification, such employees wage rate shall not be reduced through the signing of this Agreement while such employee continues to be employed in such classification.

LETTER OF UNDERSTANDING #2 - RE: HOUSEKEEPING DEPARTMENT HOURS OF WORK

In the course of negotiations, the ten (10) most senior full time room attendants in the housekeeping department as at December 1, 2007, expressed concern over the Hotel changing their days off.

Currently, some of the employees have their days off on Saturday and Sunday while the remainder have Sunday and Monday as their days off.

The employees involved recognize that the level of the Hotel's business may require that a revised work schedule may have to be implemented, but they wanted to have the option of either working the new schedule or working a reduced work week and retaining Saturday and Sunday or Sunday and Monday, whichever is applicable, as time off from work in addition to the days off shown in any new schedule.

To resolve this issue, the Hotel and the Union agreed that if it became necessary to change the work schedule and thereby change the scheduled days off for the 10 most senior full time room attendants in the housekeeping department whose current days off are either Saturday and Sunday or Sunday and Monday, whichever is applicable, the Hotel will advise any affected employee in advance of implementing the schedule.

Any affected employee will advise the department head in writing not less than forty-eight (48) hours after he or she has been so advised of the new schedule or be scheduled off work on his or her existing days off, being either Saturday and Sunday or Sunday and Monday, whichever is applicable.

If the affected employee advises the department head that he or she prefers to be off work on his or her existing days off on either Saturday and Sunday or Sunday and Monday, whichever is applicable, then he or she will not be scheduled to work on those days as well as the days shown in the new schedule, and he or she will only be scheduled to work the balance of the scheduled days of work as shown on the new schedule.

If the affected employee does not advise the department head of his or her choice within the time period herein indicated, he or she will be deemed to have agreed to work the new schedule on the work days indicated therein.

Once the employee chooses or is deemed to have agreed to the new schedule as herein provided, that choice shall remain in effect during the period of the new schedule and cannot be changed except by mutual agreement.

The Hotel further agrees that the balance of the full time room attendants will be entitled to request weekends off from time to time without such time off being held against such employee.

With respect to scheduling of part time room attendants, the Hotel agrees that the six most senior part time room attendants will be offered twenty-four (24) hours work in each week prior to available shifts being offered to other part time employees.

All part time employees will have the opportunity of requesting weekends off from time to time with available time off being granted in accordance with seniority, without such time off being held against such employee.

All of the foregoing is subject to the Hotel being able to have available qualified employees to perform in the housekeeping department the work on Saturday, Sunday or Monday. If the hotel would not be able to do so by granting any of those days as time off work from any new schedule as herein provided, the Hotel shall notify the Union and shall make every reasonable effort to attempt to accommodate the employees request within a reasonable period of time.

LETTER OF UNDERSTANDING #3 - RE: REPRESENTATION FUND

The Company will pay monthly into a special fund two cents (0.01¢) per hour per employee for all compensated hours to the Local Union.

For the purpose of representation in areas of W.S.I.B., E.I., C.P.P., disability and health and welfare benefits.

In addition, this fund will be used to provide scholarships to the children of our members of the local.

LETTER OF UNDERSTANDING #4 - RE: ADDITIONAL ITEMS

- Laundry - present seniority people will be allowed to work the day shift Monday through Friday according to seniority if shifts are available.

LETTER OF UNDERSTANDING #5 - RE: INVESTMENT & REBRANDING

The Company recognizes that the hotel requires a multi-million dollar capital investment made to allow for future growth and success of the hotel.

The Company also recognizes that an internationally recognized brand is needed to further drive sales and promote customer loyalty within the market.

The Company commits to making this investment and rebranding the hotel within 1 year.