

COLLECTIVE AGREEMENT
2017-2021

BETWEEN

BOND PLACE HOTEL
(hereinafter referred to as “the Employer”)

AND

UNIFOR-Canada
Local 40
(hereinafter referred to as “the Union”)

Term: June 1, 2017

TO

May 31, 2021

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ARTICLE 1 – SCOPE AND RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Bond Place Hotel in the Municipality of Toronto, save and except supervisors, persons above the rank of supervisors, office staff, switchboard operators, and security personnel.

1.02 The Employer agrees to recognize and bargain collectively and exclusive with the Union for all employees of the Employer as defined in 1.01 above.

ARTICLE 2 – UNION MEMBERSHIP, UNION DUES

2.01 As a condition of employment, all new employees of the Employer shall become and remain members in good standing of the Union. All new employees shall complete the authorization for deduction of Union Dues set out in Schedule “B”, a copy of which the Employer shall send to the Union office within one week of the employee’s hire. No authorization shall be required from employees employed as of the ratification date of this agreement.

2.02 The Employer agrees to deduct from the wages of seniority employees covered by this agreement, the monthly Union Dues as certified by the Union. Such dues will be deducted from an employee’s first pay cheque of each month.

2.03 In the case of a new member of the Union, the Union dues shall first be deducted on the first regular cheque-off date as set out in 2.02 that occurs after the employee has completed the probationary period. Any initiation fee shall be deducted with the first dues deduction. Subsequent dues deductions will be made from the first pay cheque of each month.

2.04 All sums so deducted shall be remitted to the Union on or before the 20th day after such deduction is made. At the time of each remittance the Employer shall specify the employees from whose pay the deductions were made. In instances where dues have not been deducted from an employee, the reason - eg. leave of absence shall be stated. The authorized Union Representative shall notify the Employer by letter of the amount of monthly dues, and shall keep the Employer informed of any changes during the term of this agreement.

2.05 The Union agrees to defend and hold the Employer completely harmless against all claims and demands, should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making the aforementioned deduction for Union dues.

2.06 The Employer will send to the Union, within a week of their hiring, the names, addresses, telephone numbers and classifications of new employees.

2.07 The Employer shall include the amount of Union dues paid on the employee’s income tax “T-4”slips.

2.08 Bond Place Hotel agrees to pay one hundred (100%) percent of the cost of printing the said Collective Agreement and to be distributed within three (3) months of ratification. The format, color, size, style of type and index shall be agreed upon by the Union and the Management. Contracts will be given to the Union Chairperson for distribution.

ARTICLE 3 – RELATIONSHIP

3.01 The Employer and the Union agree that there will be no discrimination, intimidation or coercion exercised or practiced against any employee in regards to training, upgrading, promotion, transfer, discharge, lay off, recalls or other work conditions because of race, colour, sex, creed, age, marital status, place of origin, sexual preference, union activity or physical disability.

3.02 The Union undertakes that no Union activity shall be carried on in the premises except as otherwise provided herein with respect to visits by Union officials.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 All rights and prerogatives of the Employer are retained by the Employer and remain exclusively within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Hotel's rights shall include:

a) The right: to maintain order, discipline, and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulation, policies and practices, to be observed by its employees; to discipline and discharge employees for just cause, provided that a claim by an employee who has completed his or her probationary period that he or she has been disciplined, discharged or dismissed without just cause may be the subject of a grievance and dealt with as hereinafter provided for.

b) The right: to select and hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay off, recall, suspend, or retire employees; to introduce or change job assignments; to plan and direct hotel operations and services, to select and retain employees for positions excluded from the bargaining unit.

c) The right to determine: the direction of the working forces, the services to be supplied, the standard of service, the subcontracting of work; the schedules of work, the number of shifts; the methods, processes and means of performing work; quality and quantity standards, the qualifications of employees; the use of improved methods, machinery and equipment; the number of hours to be worked, starting and quitting time. An generally, the right to manage the enterprise and its business without interference is solely and exclusively the right of the Employer

4.02 It is understood and agreed that these rights shall be exercised in good faith, without discrimination and in a manner consistent with the terms of this agreement.

It is understood that a claim that the Employer has exercised these rights inconsistent with the terms of this agreement shall be proper subject matter for a grievance.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 In view of the arrangements provided by this agreement for disposition of any grievance, the Employer agrees that during the life of the agreement it will not cause or direct any lock-out of its employees, and the Union agrees that during the life of the agreement there will be no strikes or other collective action of employees covered by this agreement which will stop or interfere with production or services.

5.02 The words “Strike” and “Lock-out” in this agreement shall mean “Strike” and “Lock-out” as defined in the Ontario Labour Relations Act.

ARTICLE 6 – UNION REPRESENTATION AND ACTIVITY

6.01 The Union may appoint or otherwise elect three (3) shop stewards plus one alternative steward. The Union shall keep the Employer supplied with the names of the current shop stewards. The shop steward must be a permanent employee on the seniority lists hereinafter referred to in order to qualify for such position.

6.02 No steward, Union Committee member or Union official employed by the Employer may leave his or her regular duties in order to attend to Union business without consent of his or her supervisor, which consent will not be unreasonably withheld. Where a shop steward or Union Committee member employed by the Employer is temporarily absent, for the purpose of processing grievances, he or she shall receive his or her regular rate of pay during each such period of absence, provided that the Employer shall not be obliged to make any payment for time of steward or committee member consumed outside of their regular working hours. The employer will compensate the steward or committee for hours spent outside of their regular hours, if such hours are scheduled by the employer.

The Employer will pay three (3) employees members of the Negotiating Committee, not more than one of whom shall be from any one department, for lost time from work during their regular working hours at the employee's regular straight time hourly rate of pay. “Members of the Negotiation Committee will be compensated for the time lost during regular working hours in negotiation with the Company representatives for renewal of the Collective Agreement.”

6.03 The Employer shall provide an enclosed bulletin board for the use of the Union for legitimate Union business at the hallway near B2 elevator. The employer will provide additional open bulletin boards as existing in the cafeteria, kitchen main floor and front desk

6.04 The Employer will grant leaves of absence without pay and without loss of seniority to employees to attend to Union business, provided that no more than one (1) employee from any one department and no more than three (3) such employees

in total shall be absent at any one time. Such leaves of absence shall be requested in writing at least two (2) weeks in advance of the leave.

6.05 An authorized Union Representative shall have access to the Hotel for the purpose of meeting employees of the Employer to execute specific grievances, it being understood that these meetings will occur during the working hours of the employee in question. Notice upon entering shall be given to a representative of management. It is understood that the Union Representative will in no way interfere with the duties of an employee or unreasonable disturb them in the performance of their duties. The Employer's lunchroom may be used for the meetings set out above.

6.06 All Union notices must be signed by a designated official of the Union and submitted to the general manager before being posted.

6.07 The Employer agrees to make a hotel meeting room available at no cost to the Union for the purpose of Union membership meetings twice during the concluding year of this agreement.

6.08 Employees shall be granted access to their personal files during regular working hours. A shop steward may accompany such employee. The employee may initial documents in the file as proof of review.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 A grievance shall be defined as any difference arising out of the interpretation, application or alleged violation of the collective agreement. It is the mutual desire of the parties hereto that complaints or grievances of employees shall be adjusted reasonably and without undue delay. All time limits referred to in the grievance procedure herein contained shall be measured in "working days" which are deemed to exclude Saturdays, Sundays and paid holidays (including substitute paid holidays).

7.02 Grievances should be brought to the attention of the employee's immediate supervisor within six (6) days after the employee or group of employees become(s) aware or should have become aware of the circumstances giving rise thereto.

STEP NO. 1 By a conference between the aggrieved employee and his or her immediate supervisor. The employee may be accompanied by the shop steward. The immediate supervisor shall give his or her decision within three (3) working days.

STEP NO. 2 Within seven (7) days after the decision is given under Step No. 1, the employee or shop steward may then refer the grievance in writing to the general manager. The general manager shall have four (4) working days in which to reply to the grievance

STEP NO. 3 Failing satisfactory settlement at Step No. 2, a meeting shall be held within five (5) days of the reply of the general manager, or of the last day upon which

said reply should have been received. Management representatives, the griever the steward and the Union representative may attend this meeting. If the grievance is not settled within five (5) days after the above-noted meeting has been held, it may be referred to arbitration as hereinafter provided.

POLICY GRIEVANCE

7.03 The Employer or the Union may initiate grievances. Employer grievances shall be submitted to the Union representative, and the Union grievances shall be submitted to the general manager, within the time period suggested in Article 7.02, Step No. 2. The other party has three (3) working days in which to reply to the grievance. A Union grievance shall be defined as any difference arising out of the interpretation, application or alleged violation of the collective agreement which affects a substantial number of the employees in the bargaining unit.

7.04 Time limits set out in this Article may be extended by mutual agreement.

7.05 a) It is agreed that a probationary employee (that is, in this agreement, an employee who is not entitled to be on the seniority list) may be dismissed by the Employer if his or her job performance is determined not to be satisfactory, or if he or she engages in misconduct which merits discipline of any kind.

b) A claim by an employee, other than a probationary employee, that he or she has been unjustly suspended or discharged shall be treated as a grievance, and may be taken up under Step No. 2 of the grievance procedure, provided a written statement of such grievance is lodged with the Employer within five (5) working days after the discipline or discharge is effected.

c) A discipline or discharge grievance may be dealt with under the grievance procedure and at arbitration by: 1. confirming the Employer's action; 2. reinstating the employee with full compensation for the time lost; or 3. by other arrangement which may be deemed just and equitable.

d) When an employee has been dismissed without notice, he or she shall have the right to interview his or her shop steward for a reasonable period of time not exceeding thirty (30) minutes before leaving the Employer's premises.

7.06 The Union office shall receive copies of all disciplinary letters presented to employees. The Union shall receive notice of all verbal and written warnings, suspensions and discharges, within three (3) days of their occurrence.

7.07 Any disciplinary notice in the employees file shall be removed after a period of one (1) year if there is no further discipline. If there is further discipline then the one (1) year period will commence from the date of the last disciplinary notice

7.08 An employee other than a probationary employee may only be discharged for just cause.

7.09 When an employee is disciplined, suspended or discharged he/she shall have a union representative present.

7.10 Probationary Employees Discharge Grievance

It is understood that a probationary employee dismissed by the Employer may grieve the discharge, but that such discharge grievance is not arbitrable.

ARTICLE 8 – ARBITRATION

8.01 In the event that a grievance is not settled at the third step of the grievance procedure, the grieving party may notify the other in writing of its desire to submit the matter to arbitration. The notice shall be delivered to the other party within seven (7) working days of the reply under Step No. 3.

8.02 The parties shall, within fifteen (15) working days of the notice, or at a time mutually agreed upon, appoint a third party who shall be the sole arbitrator. If the parties fail to agree upon an arbitrator within the time limited, the appointment shall be made by the Minister of Labour upon the request of either party.

8.03 The sole arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority of the arbitration board shall be the decision of the arbitration, but if there is no majority the decision of the chairperson shall govern.

8.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.05 Each party hereto will bear the expense of an arbitrator appointed by it and the parties will jointly share the expenses of the sole arbitrator.

8.06 The sole arbitrator shall not have any power to alter or change any provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

ARTICLE 9 – SENIORITY

9.01 Except as otherwise provided herein, for the purpose of this agreement seniority shall mean length of continuous service with the Employer in the bargaining unit and shall include service with the Employer prior to the certification of the Union.

9.02 A new employee shall be a probationary employee until he or she has completed sixty (60) days worked (called the “probationary period”) with the Employer. At the completion of the probationary period, the employee shall be placed on the seniority list, with seniority dating back to the date of hire.

No employee shall be transferred to a position outside the bargaining unit without his or her consent.

A worker who accepts a permanent position outside the bargaining unit shall maintain their previous hotel-wide seniority, but shall not accumulate more seniority for the period outside the bargaining unit. This provision shall apply only for the first (6) months worked in a non-bargaining position. This provision will be extended to (12) months for workers covering a contract period.

During the period outside the bargaining unit, the worker will not be represented by the union nor covered by the terms of the collective agreement. The worker can return to their union position during and up to the provisioned time line provided their conduct outside their bargaining unit did not provide grounds for employment termination.

In any event, an employee who accepts a position outside the bargaining unit shall forfeit any departmental seniority.

9.03 The Employer shall post seniority lists. Such lists shall be updated each March 1st and October 1st for full-time and part-time employees on a Departmental basis and on a hotel-wide basis. The seniority list will stipulate name, classification, employee number and department. Copies of these lists and of revision thereof, shall be sent to the Local Union Office and give to the chairperson.

The lists shall be posted on notice boards as set out in Article 6.03. Within fifteen (15) days of the posting of any such seniority lists or revisions thereof, an employee may enter an objection thereto, and if such objection is not satisfactorily disposed of within fifteen (15) days, it may form a grievance and be dealt with under this agreement.

9.04 Seniority shall be lost and employment terminated:

- a) if an employee voluntary quits;
- b) if an employee is discharged for just cause and is not reinstated;
- c) if an employee is on layoff in excess of twenty-four (24) months;
- d) if a laid-off employee does not accept recall to work within forty-eight (48) hours of his or her receipt of the Employer's offer or does not report for work within seven (7) calendar days of his or her acceptance of the Employer's offer. It shall be the duty of an employee to notify the Employer's personnel office promptly, in writing, of any change in his or her address or telephone number. If an employee shall fail to do this, the Employer shall not be responsible for the failure of the notice to reach him or her and any notice sent by the Employer by registered mail to the address which appears in the Employer's personnel records, shall be conclusively deemed to have been received by the employee on the fourth day after it was so sent;
- e) if an employee retires;
- f) If an employee is absent from work two (2) consecutive working days without notifying the employer unless failure to notify the employer was beyond the control of the employee.

9.05 Seniority shall be maintained and accumulated during:

- a) absence due to layoff, subject to 9.04 (f);
- b) authorized leave of absence and maternity/parental leave.

9.06 Existing employees over the age of 65.

It is understood and agreed that any employee over the age of 65 years as at the date of signing of this agreement will not be terminated as a result of the signing of this agreement. Such employee will continue to be offered employment as long as he or she is capable of satisfactorily performing his or her job duties and responsibilities.

ARTICLE 10 – LAYOFF/RECALL

10.01 Layoff in excess of one (1) working day and recalls after such layoff will be determined on a departmental basis and shall be based upon the following factors:

- a) seniority, accrued within the department;
- b) skill, ability and reliability.

It is understood that where the factors referred to in paragraph (b) above are relatively equal, paragraph (a) will govern. In the evaluation of the factors contained in paragraph (b) the Employer will make the initial decision provided, however, that if an employee believes that a proper consideration of his or her skill, ability and reliability has not been given, he or she may file a grievance under Article 7 claiming that the Employer acted in an arbitrary or discriminatory manner or in bad faith. For the purposes of this provision, departments shall be as follows:

Housekeeping Bell Staff Desk Service

For the purposes of this Article 10.01, it is agreed that an employee who transfers or is otherwise moved to a classification in another department, will retain his/her departmental seniority in the department he/she is leaving for a period of twelve (12) months following said transfer or other change of classification.

It is further agreed that, for the purposes of this Article 10.01, an employee may exercise his/her hotel-wide seniority for jobs in the classifications of “dishwasher”, “bus help”, “maid”, and “houseperson”. New employees shall not be hired in a classification while employees in the same classification are on lay off

10.02 In the case of layoffs of more than ten (10) working days, the Employer will provide an employee with one week’s written notice of layoff and will use its best efforts to provide an estimate of the duration of layoff.

10.03 If during a period of layoff an employee becomes unavailable for work due to medical reasons and subsequently becomes available to return to work, such employee shall notify the Employer.

ARTICLE 11 – JOB POSTING

11.01 In cases of promotions where skill, ability and qualifications are relatively equal, seniority shall govern, and the Employer agrees that it will not act in a manner that is arbitrary, discriminatory or in bad faith. Where no employee applicant is qualified for the position, the Employer may consider applications from outside the bargaining unit.

11.02 The Employer will post notice of all permanent job vacancies in the bargaining unit for a period of seven (7) working days. In the cases of internal promotions, in addition to the original vacancy, the Employer shall be required to post only the first resultant vacancy. Copies of all the posting are given to the Chairperson.

An employee who is on lay-off, he/she shall be notified of all job vacancies by the Company, providing the employee leaves a valid local telephone number or email address for notifications.

A job posting shall identify the regular shift (day or night) for the vacant position. It is understood that the shift designation is subject to change in accordance with the Collective Agreement.

The Employer agrees to receive an application from an employee in the same classification as the posted position where the employee wishes to transfer shifts, and to process such application in accordance with Article 11.01.

11.03 If a part-time employee is hired as a full-time employee, he/she shall receive a credit for his/her seniority equal to the number of days he/she has worked as a part-time employee and will be slotted-in on the full-time list accordingly. It is agreed that each period of five worked days will be credited as one week's seniority.

Where a full-time employee is hired as a part-time employee, the employee's part-time seniority date shall be deemed to be the same as his/her former full-time seniority date

ARTICLE 12 – LEAVE OF ABSENCE

12.01

- a. Leave of absence may be granted by the employer. Any employee so absent shall not be considered laid off, and the employee's seniority shall continue to accumulate during his or her absence subject to specific provisions of this agreement. Leave of absences granted under this article

shall be without pay. Requests for leaves of absence shall be in writing and must be approved by the employer.

b. To qualify for a leave of absence an employee must have been employed for a twelve (12) month period from date of hire except in cases of emergency or compassionate reasons.

c. Request for leave of absence must be made in writing to the General Manager as early as possible, but not later than 2 weeks prior to the desired date of the commencement of such leave., except in emergency cases. The request must state date of commencement, duration of leave of absence and reason for requesting the leave.

d. The maximum length of absence will be (6) six months including any outstanding vacation time which must be used before leave of absence.

e. Leave of absence must be extended for personal reasons for a maximum of (3) three month extension and must be used for the purpose stated in the application.

f. Leave of absence will be granted only once a year except in the event of emergency and/or compassionate reasons.

12.02 Leave of absence is a privilege and an employee can be disciplined or discharged if it used other than the purpose stated on the application. The Employer may require proof that the leave was used for the purpose stated in the application. An employee who works for another Employer while on a leave of absence as herein provided shall be subject to discipline up to and including discharge.

12.03 The Employer will grant Pregnancy and Parental Leave in accordance with the current Employment Standards Act. (legislation in affect on date of ratification).

(Pregnancy and Parental Leave Procedures in the back pages of the Collective Agreement).

12.04 The employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons: Formal Hearing to become a Canadian Citizen; one (1) day, birth of a male employee's child; one (1) day.

ARTICLE 13 – SAFETY AND HEALTH

13.01 The Employer and the Union will mutually co-operate to maintain adequate sanitary arrangements, proper safety devices where necessary, and give attention to the elimination of any conditions of employment which are hazardous to the health and safety of employees.

13.02 An employee who is injured during working hours, in the course of his or her regular job duties, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his or her regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

13.03 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an injury during working hours shall be at the expense of the Employer.

13.04 In the event an employee is required by law to submit to a medical examination, such time required or loss of income will not be compensated by the Employer. It is understood that the nature of the Employer's business is such that a medical condition of an employee could have serious effects on other employees and the public. It is therefore agreed that where the Employer reasonably believes that an employee is suffering from such a condition, it may require the employee to submit to such medical examinations as are necessary and may further require the employee to remain off work until such time as satisfactory medical certification is provided to indicate that the employee is fit to return to work without danger to other employees and the public.

13.05 The Employer and the Union will name an in-house safety and health committee comprised of two management and two employees Union representatives, such committee shall meet every three months, following a tour of the hotel by the committee members.

13.06 The Employer agrees that one (1) management and one (1) worker members of the Health & Safety Committee will complete health & safety certification training within six (6) months of the effective date of the Collective Agreement.

The Employer will pay all cost required by legislation. The certification training will consist of two (2) weeks (80 paid hours) training.

The Employer agrees that the Workers Health & Safety representative will receive training conducted by instructors provided by the Workers Health & Safety Centre.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.01 The Company shall post and prepare the schedule listed in order of seniority. The Company shall use their best effort to allow the top six (6) seniority workers to be off weekends while using part time employees to fill the weekend shifts.

14.02 Schedules for employees will be posted 4 days in advance of the date the schedule is to be implemented. Changes to schedules will be made with 24 hours notice, except in the case of illness and changes in business levels. The posted schedule shall only be changed by the Department Head or Supervisor or General Manager. Copies of all schedules will be provided to the Chairperson.

14.03 The Employer agrees that five (5) day week with two (2) consecutive rest days shall be the usual schedule for employees. However, employees in the Housekeeping Department shall continue their rotating schedule.

14.04 The Employer agrees that forty (40) hours per week and eight (8) hours per day shall be considered to be the regular work week and that it will use its best efforts to provide its full-time employees with a full forty-hour (40) hour schedule.

However, it is understood that in certain areas of the hotel it has been past practice that the work week consists of less than forty (40) hours per week and the work day consists of less than eight (8) hours. It is agreed that such past practice may continue. It is understood that where there is a shortage of work, the cutting of employee's hours may be preferable to layoffs. In such situations, the Employer will maintain hours and schedules of full-time employees wherever possible. Part time employees shall not be scheduled for less hours than the minimum required by ESA.

14.05 Overtime at the rate of time and one-half shall be paid for all hours worked in excess of forty (40) hours in any week, and nine (9) hours per day. Overtime will be assigned on an equitable basis. An employee may decline an overtime assignment for a bona fide reason, however, if no available employee qualified to perform the work is willing to accept the overtime assignment, the most junior qualified available employee must accept the assignment.

An employee shall not work overtime more than eight (8) hours per week unless mutually agreed between the Union and the company.

In the event that an employee works five (5) or more shifts in the same week as a paid holiday or scheduled lieu holiday, the observance of such holiday shall count as time worked for the purposes of computing weekly overtime.

The hotel shall keep up to date posted records for all overtime worked for the purpose of equitable distribution on a weekly basis.

If an employee refuses to work overtime he or she will be charged the hours as if they worked.

14.06 Employees shall receive a half-hour lunch break (unpaid) and one paid fifteen (15) minutes break for each four (4) hours of a shift. Where service employees because of customer requirements, are unable to take their meal break during their scheduled shift, their shift shall be extended by one-half hour in order to allow them to do so, and the time sheets shall so indicate.

14.07 Employees will be paid to the nearest quarter hour.

14.08 An employee temporarily assigned to another position shall receive the higher of his/her regular rate of pay or the rate of pay in the classification to which he/she is transferred.

14.09 The Employer agrees that an employee reporting for work at the commencement of his or her scheduled shift for whom there is no work available, in all other departments unless previously notified in advance not to do so, shall be entitled to five (5) hours pay at his or her basic hourly wage rate, unless failure to supply work is due to conditions beyond the control of the Employer, which shall include but not be restricted to fire, flood, electrical or mechanical breakdown.

14.10 There shall be no split shifts, unless by mutual consent of the Employer and the employees concerned.

14.11 It is agreed by the parties that if an employee requests a change in his or her scheduled day off, which results in overtime work being performed by the employee, the Employer shall not be penalized by honouring the request.

14.12 It is agreed by the parties that if two (2) or more employees make a mutual agreement, agreeable to Management, for a change in their scheduled days off, and should this change result in overtime work being performed, the Employer shall not be penalized by honouring this request.

ARTICLE 15 – PART- TIME EMPLOYEES

15.01 DEFINITION: A part-time employee shall be defined as an employee who works not more than twenty-four (24) hours per week.

15.02 Notwithstanding any other provisions in this agreement, in cases of layoff the need to retain part-time employees shall be considered separately from the need to retain full-time employees.

15.03 Notwithstanding the provisions of Article 10.01, in any case of layoff in excess of one (1) working day and recalls after such layoffs, the determination to be made pursuant to Article 10.01 shall be made for part-time employees separately from full-time employees.

It is understood and agreed that in any layoff situation the Employer shall have the right to determine how many part-time employees are to be laid off and how many full-time employees are to be laid off, provided that in selecting the employees to be laid off from within each group the factors enumerated in Article 10.01 are used as the basis for the selections.

15.04 For the purposes of Article 9.04 (d) as it applies to part-time employees, the reference to “seven calendar days” in Article 9.04 (d) shall be deemed to read “seven working days”.

15.05 It is understood and agreed that the provisions of Article 14.09 shall not apply in the case of part-time employees who are called in or scheduled for less than four (4) hours in any day. Such employees shall be entitled to reporting pay in an amount equal to the hours they were scheduled to work that day, provided the conditions of

Article 14.09 are satisfied. Part time employees will not be scheduled for less than the ESA minimum, currently 3 hours.

15.06 It is understood and agreed that the provisions of Article 18 - Vacations, Article 17 -Paid Holidays, Article 20 - Sick Leave, Article 21.01 - Benefits and Article 14.10 - Split Shifts, shall not apply to part-time employees. Part-time employees shall be entitled to vacation pay calculated on the following basis:

- up to 4 years' of service: 4% of gross wages
- 4 years' service or more: 6% of gross wages
- over 10 years' service : 8% of gross wages

Vacation pay cheques shall be issued on June 1 of each year.

Part time employees shall be entitled to public holiday pay in accordance with current Employment Standards terms of eligibility. For all part time employees, public holiday pay will be paid in the pay period in which it falls, plus a premium rate of pay for the hours worked on the public holiday of time and one half of his/her regular rate of pay.

Part-time employees shall be entitled to Bereavement Leave in accordance with Article 19, provided the part-time employee has completed probation and provided he or she has worked eleven (11) days in the four (4) week period prior to the leave.

Part time employees who have completed (1) one year of continuous service shall be entitled to (2) two days sick leave per year. Sick days shall not be cumulative from one service year to the next. Unused sick days will have no payout value. The company will reimburse the employee for the full cost of obtaining the medical certification, with receipt if requested by the employer.

The Employer shall continue its practice of giving vacation time requests from part-time employees.

a) The employer agrees that during the term of this Agreement, no full-time, regular employee shall be laid off for reason of his/her duties being carried out by part-time employees.

ARTICLE 16 – TRANSFERS TO FULL-TIME

16.01 The parties agree that when a seniority employee has worked more than part-time hours of twenty-four (24) per week for a period of ten (10) consecutive weeks, with a minimum of a probationary period, the Employer will automatically post a notice of a full-time job vacancy, in accordance with Article 11.02 of the collective agreement. Applicants will be considered in accordance with Article 11.01.

In the event that an employee referred to above is not able to work more than twenty-four (24) hours per week in the last three (3) of such weeks, the eight (8) week qualifying period shall be extended by the number of such weeks of less than twenty-four (24) hours.

16.02 The Employer agrees not to use the terms paragraph one (1) to evade the posting of a full-time position whenever there is need for such a position to be filled.

16.03 Where an employee does not satisfy the qualifying period (including any extension provided for in paragraph one (1) above), the qualifying period must be repeated to initiate a posting.

16.04 During the qualifying period, employees will retain their part-time status.

ARTICLE 17 – PAID HOLIDAYS

17.01 The Employer will grant to all full-time regular employees who are on the seniority list within the scope of the agreement and who have completed sixty (60) working days prior to the holidays concerned, holiday pay for hours that otherwise would have been worked at the regular rate of pay for the days listed:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

In addition, the Employer agrees to grant one (1) floating holiday with pay to all employees who have completed one (1) year of continuous service, to be taken between December 1 and June 1, at a time convenient to the employee, subject to the approval of the Employer, which approval shall not be unreasonable withheld.

In the event that an employee who qualifies for such floating holiday does not take the holiday before June 1, in any one year, the Employer shall compensate such employee for the holiday at their regular rate of pay.

17.02 When not required to work, the Employer will grant the employee one (1) day's pay according to his or her rate for the above-noted ten (10) days. When the Employee is required to work on any of the above-noted ten (10) days, or on the afternoon/evening shift of December 31, he or she shall be paid his or her regular rate of pay for a minimum of eight (8) hours plus a lieu day with pay to be scheduled by the Employer, except that an employee who works on Christmas Day shall be paid time and a half (T 1 1/2) his/her regular rate of pay under the same conditions as above. By mutual consent in the case of beverage service and beverage production employees, statutory holidays may be exchanged in lieu of enforced closures, or the department, as required by law.

The Employer will endeavour to schedule a lieu holiday on a date of the employee's choice subject to mutual agreement, provided the employee gives at least two (2) weeks notice.

The Employer agrees that it will not unreasonably withhold its agreement. Where more than one (1) employee in a classification requests the same lieu day, preference will be given on a first-come, first-served basis.

Lieu days outstanding by February 28th, for the prior year will be paid out in the pay period ending February 28th.

17.03 In the event of a holiday, as specified in this Article, falls within an employee's vacation period, the Employer has the choice of either:

- a) extending the vacation period by one (1) working day with pay or;
- b) paying an extra day's vacation pay. In either case, the rate of pay will be the same rate as used in calculating an employee's vacation pay.

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

17.05 In order to qualify for payment on a statutory holiday as provided for above, the eligible employee must work his or her scheduled shift on the day immediately prior to, and his or her scheduled shift immediately following the holiday. This provision will apply to employees who are absent on one (1) only of the qualifying days due to certified illness or injury, provided they are not absent for more than three (3) consecutive scheduled working days before or after such holiday.

17.06 Employees are not entitled to public holiday pay when on layoff, leave of absence or is claiming sick or compensation benefits on the date of a public holiday.

ARTICLE 18 – PAID VACATIONS

18.01 All full-time regular employees of the Employer who have completed one (1) year of continuous service with the Employer but less than four (4) years in their anniversary year shall receive two (2) weeks vacation with 4% of gross wages.

18.02 All full-time regular employees of the Employer who have completed four (4) years of continuous service with the Employer but less than ten (10) years of continuous service shall be entitled to three (3) weeks vacation with 6% of gross wages.

All full-time regular employees of the Employer who have completed ten (10) years of continuous service with the Employer but less than twenty (20) years of continuous service shall be entitled to four (4) weeks vacation at 8% of gross wages.

All full-time regular employees of the Employer who have completed twenty (20)

years of service shall be entitled to five (5) weeks vacation at 10% of gross wages.

18.03 Vacations shall be granted within ten (10) months following the date on which an employee qualifies.

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

18.05 Vacation credits shall not be accumulative from one service year to the next.

18.06 The usual deductions from an employee's pay will be deducted from the employee's vacation pay. Vacation pay shall be issued on cheques separate from regular payroll cheques.

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

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

18.09 The vacation schedule in its final form will be posted by department by March 31 of each year. Unless otherwise mutually agreed, employees must take their vacation at the time allotted.

ARTICLE 19 – BEREAVEMENT

19.01 In the event of the death of an employee's immediate family, (spouse, mother, father, children, brother, sister, father-in-law, mother-in-law, grandparents, step-parent, step-children and grandchildren) he/she shall be granted three (3) regular consecutive working days for bereavement purposes with pay for time necessarily lost from work.

ARTICLE 20 – SICK LEAVE

20.01 An employee who has completed one (1) year of continuous service shall be entitled to six (6) days sick leave per year. An employee who has completed five (5) years of continuous service shall be entitled to ten (10) days of sick leave per year, Effective June 1st 2016 employees 20 years or more of seniority will be entitled to (11) eleven days of sick leave per year, subject to the conditions herein:

- a) sick leave shall not be cumulative from one service year to the next,
- b) all cases of sickness for which sick leave credits are claimed must be reported to the Employer within twenty-four (24) hours of sickness,

c) the Employer reserves the right to require the production of a doctor's certificate verifying sickness for which sick leave credits are claimed, and in doubtful cases may require the employee to submit to examination by a doctor of the Employer's choosing at the Employer's expense,

d) sick leave allowance will not be paid in any cases of sickness or injury covered by the Workers Compensation Act, nor for any day that the employee is not regularly scheduled to work,

e) sick leave credits may only be claimed for the second and subsequent days for which sick leave credits are available. Employees may provide a medical note within 7 days & have the first day paid.

f) the Employer will pay to each employee his/her regular daily pay for 50% of any sick day credits that are not taken by the employee during any one (1) service year, in the pay period ending December 31st. In part years, the eligibility will be prorated based on the number of days from the hire/anniversary date to December 31st.

g) Medical Certification

The Company shall reimburse the employee for the full cost of obtaining the Medical certification with receipt if requested by the employer.

ARTICLE 21 – BENEFITS

21.01 a) The Company shall notify the new employee as to the date their benefits will commence.

b) For all employees who have completed three (3) months continuous service, the Employer shall pay 75% of the cost of the Employer's benefit package, including semi-private coverage, prescription drugs, extended health care and dental benefits. The particulars of these benefits (Group Insurance Policy number G-54397) are set out in Schedule "C". The Employer agrees to provide all eligible employee with a benefit application prior to the date upon which the employee qualifies for coverage for the Employer's benefit plan. Employer will implement a Benefit Card Program. All dental plan benefits will be reimbursed at the rate of 100% for eligible expenses, on the current ODA schedule. A vision care plan is added to the plan that provides \$300.00 benefit every twenty-four (24) months for prescription eyewear, including prescription contact lenses. A vision care plan for children under 18, that provides \$300.00 benefit every 12 months. Employer will pay the full cost of eye examinations.

21.02 Active employees on payroll as of ratification of this agreement, will be grandfathered with current meal provision replaced with a meal allowance of \$5 per shift of 4 hours or more. This meal allowance will not apply to any hires after ratification and the amount will not be increased on future agreements.

21.03 Dental Plan to increase to \$2,500.00 per person, per calendar year, including Crown work. Employer will add dentures to dental plan upon renewal November, 2008.

21.04 Paramedical to increase to \$500 and Hearing Aid to increase to \$600

ARTICLE 22 – PENSION PLAN

The Pension Plan contribution for each hour worked, by full time employees only, will be maintained at 0.75 cents per hour.

Further increase in pension plan contributions will be replaced by the following:
Retirement Allowance:

For those employees whose age and service equal 75 and who choose to retire at or after the age of 63 and before age 64 shall be entitled to a lump sum payment of \$1,600.00 for every five (5) years of service, or part thereof, to a maximum of \$8,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 64 and before age 65 shall be entitled to a lump sum payment of \$1,800.00 for every five (5) years of service, or part thereof, to a maximum of \$9,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 65 and before 66 shall be entitled to a lump sum payment of \$2,000.00 for every five (5) years of service, or part thereof, to a maximum of \$10,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 66 and before age 67 shall be entitled to a lump sum payment of \$1,400.00 for every five (5) years of service, or part thereof, to a maximum of \$7,000.00

For those employees whose age and service equal 75 and who choose to retire at or after the age of 67 and on or before their 68th birthday shall be entitled to a lump sum payment of \$1,000.00 for every five (5) years of service, or part thereof, to a maximum of \$5,000.

ARTICLE 23 – JURY DUTY AND CROWN WITNESS LEAVE

23.01 An employee required to serve on a legally constituted jury or subpoenaed as a crown witness during a period when he or she would otherwise be scheduled to work for the Employer shall be paid the difference between the wages he or she would have received during this period computed on the basis of his or her regular number of straight time hours at the then current rate of pay and the jury pay or witness fees received. Such employee will notify the Employer of the requirement to attend the Court and shall furnish adequate proof of the amount of jury pay or witness fees received. The Employer will not require the employee to work any other than his or her regularly scheduled hours while on jury duty or while required to attend as a Crown witness, but may require an employee excused or otherwise released from such duties to complete any balance of his or her regular shift remaining at the time of such release.

ARTICLE 24 – NOTICES

24.01 Any notices required hereunder to the Union shall be sent addressed to the Union at 720 Spadina Avenue, Suite 102, Toronto, Ontario, M5S 2T9, and any notice required hereunder to the Employer shall be sent to the Employer at 65 Dundas Street East, Toronto, Ontario, M5B 2G8. If any change occurs in the address, the other party will be so notified in writing.

ARTICLE 25 – UNIFORMS

25.01 The Employer will continue to supply and maintain uniforms for employees requiring them. Service and Front Desk Staff will be allowed to wear their own business casual black pant and will receive a uniform allowance for them up to \$100.00 per year.

25.02 All Seniority employees shall be compensated for \$100.00 per year for the cost of shoes. This amount will be paid out in pay period ending January 31st. This payment will be prorated for employees that leave the hotels employment through the year, and adjusted on their final pay. Employees will be held accountable to report for work wearing appropriate footwear at all times, to be enforced by the employer.

ARTICLE 26 – CONTRACTING OUT

26.01 The Employer shall give sixty (60) calendar days notice before contracting out any bargaining unit work which may result in the lay-off of bargaining unit employees. Such notice shall state the reasons for the proposed contracting out.

ARTICLE 27 – TAXIS

27.01 The Employer shall provide a full taxi fare, where an employee is scheduled to work on a shift ending between 1:30 a.m. and 6:00 a.m., provided the employee signs out at the front desk.

ARTICLE 28 – CASH HANDLING

28.01 The Employer confirms the following policies in respect of the responsibilities in handling cash:

- a) The employees will balance the cash at the beginning of each shift. Any discrepancies are to be reported immediately;
- b) deposits shall be co-signed by a member of management, or management's delegate.

ARTICLE 29 – WORKLOAD

29.01 Maid's workload shall be shared equitably. Accordingly, the Employer agrees to adjust its current work assignments as follows:

- a) the workload of maids shall be 14-17 rooms depending on the floor, with the normal assignment being 16 rooms;
- b) maids assigned to clean rooms on three (3) different floors shall be allocated one (1) fewer room than the normal assignment;
- c) where rooms contain roll-away beds (cots), the number of rooms normally assigned to a maid shall be reduced according to the following formula: for every three (3) cots, one (1) less room to clean.
- d) the assignment of floors/rooms shall be based on seniority
- e) See Letter of Understanding – Schedule “G”

ARTICLE 30 – HEATING AND VENTILATION

30.01 The Employer agrees to continue with its best efforts to improve the heating and ventilation systems in the dishwashing and kitchen areas.

ARTICLE 31 – WAGE RATES

31.01 During the life of this Agreement the wage rates and classification set out in Schedule “A” herein shall be in affect.

ARTICLE 32 – BELLSTAFF/HOUSEPERSON

32.01

For Bell staff, the employer will negotiate the following group tour baggage handling fees per guest:

\$3.00 in and out

32.02 For House person, the employer will pay the following amount for cots to be placed and set up in guestrooms:

\$2.50 each way

ARTICLE 33 – TERM OF AGREEMENT

33.01

- The Employer and the union agree to the terms and conditions attached hereto which upon ratification, shall become a valid and binding collective agreement.
- Any language that is already contained in the collective agreement will remain as is unless otherwise modified during Bargaining.
- The terms and duration of the Collective Agreement is from June 1st 2017 May 31st, 2021
- All new wage rates are effective June 1st ,2017
- The parties hereto agree that the Bargaining Committee will unanimously recommend ratification of this agreement by the membership.

- Employees will be paid retroactive for all hours worked from June 1st, to the beginning of the pay period in which the date of ratification falls. Upon ratification, Full time employees will receive a onetime payment of \$200 and Part time employees of \$100.
- A separate cheque will be made for retroactive pay and one time payments.

Upon ratification by the members of the bargaining unit, this agreement shall be binding and remain in effect from June 1, 2017 to May 31, 2021 and from year to year thereafter unless either party gives the other notice in writing within ninety (90) days prior to the expire date of the contract that it desires to terminate or amend its provisions.

When notice to amend the Agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lock out accrues, whichever first occurs.

All letters of Intent and Schedules will be part of the Collective Agreement.

DATED AT TORONTO, July 12, 2017

FOR THE UNION

Monica Maghiar
 Greg Burton
 David Amow
 Dawn Karanickolas
 Harika Gudla

FOR THE EMPLOYER

Melissa French
 George Sovatzis

The Employer and the Union agree that all schedules and letters of Intent will form part of the Collective Agreement

**SCHEDULE "A" SCHEDULE OF
DEPARTMENT CLASSIFICATIONS AND
WAGE RATES**

Wage Increase retroactive for all hours worked to June 1, 2017

YR1- \$0.50

YR2 - \$0.50

YR3 - \$0.50

YR4 - \$0.50

Classifications and Wage Rates

| | June 1, 2017 | June 1, 2018 | June 1, 2019 | June 1, 2020 |
|------------------------------|--------------|--------------|--------------|--------------|
| SERVICE | | | | |
| Banq. Captain | 17.29 | 17.79 | 18.29 | 18.79 |
| Banq. Waiter/Waitress | 16.42 | 16.92 | 17.42 | 17.92 |
| Banq. Casual Waiter/Waitress | 16.19 | 16.69 | 17.19 | 17.69 |
| HOUSEKEEPING | | | | |
| Maid | 18.78 | 19.28 | 19.78 | 20.28 |
| Houseperson | 18.78 | 19.28 | 19.78 | 20.28 |
| Inspector/ess | 19.30 | 19.80 | 20.30 | 20.80 |
| General Maintenance | 19.90 | 20.40 | 20.90 | 21.40 |
| Maintenance Helper | 19.08 | 19.58 | 20.08 | 20.58 |
| Bell Staff | 17.29 | 17.79 | 18.29 | 18.79 |
| Front Desk | 18.45 | 18.95 | 19.45 | 19.95 |

New hires after June 1, 2017 are on a 12 month Wage Scale which is 90% of the wage scale of seniority employees. Upon completion of the 12 months, the new employees join the normal wage scale.

It is understood and agreed that an employee in a job classification may be assigned the duties and responsibilities of any other job classification within the same department.

An employee who works continuously for two (2) hours or more with duties in two (2) or more classifications shall be paid for such time at the rate of the highest classification worked in.

Food and Beverage – All staff to be properly classified into proper job categories for the role they are performing. Remove Hostess/Cashier – the function would be performed by a waiter/waitress. Employees currently under this category will be grandfathered.

The Employer will provide an Employee, the total gratuity received for a function and/or a group and such employee's individual share. The Employer will continue its practice of paying gratuities of 70%/30% of which 70% is paid to the employees.

A 15% gratuity shall be charged on groups in the Garden Café of 10 or more, excluding contracted groups with meals included in room rate.

The room service Gratuity will be increased to 15%, which goes to server.

RETROACTIVITY

Wage increases are retroactive to June 1, 2017 for all classifications and all employees, including those on the Employer's payroll on that date.

RED CIRCLING

Red Circling - Removing Red-Circling. All staff entitled to rates as per the scale, but will continue to grandfather the single employee who is presently red circled.

SCHEDULE "B"
AUTHORIZATION

In accordance with the Collective Agreement between the Bond Place Hotel and the UNIFOR, I hereby authorize the Bond Place Hotel to deduct the Union initiation fee of _____ and the Union Dues of _____ from my wages.

Please print

Name _____

Tel _____

Address _____

Apt. _____

Postal code _____

Date hired _____

Employees # _____

Classification _____

Department _____

Employees Signature _____

SCHEDULE "C"
GROUP BENEFIT PLAN
(SEE SEPARATE BOOKLET)

SCHEDULE “D”
PREGNANCY AND PARENTAL LEAVE PROCEDURES

On December 1990, Bill 14, a Bill to amend the Employment Standards Act respecting Pregnancy and Parental leave became law in Ontario. In addition to the 17 weeks pregnancy leave for mothers, the new law provides each working parent with 18 weeks of unpaid parental leave to care for newborn and newly adopted children.

An employee who is entitled to take a pregnancy leave cannot be terminated or laid off, disciplined or suspended because he or she is so entitled, or has in fact applied for or taken such leave.

Seniority for all purposes continue to accrue during pregnancy and parental leave and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave.

While an employee is on pregnancy or parental leave, the Employer must continue to make employer portion of contributions to pension, life insurance, accidental death, extended health and dental plans as per employer's existing plan provided the employee continues to pay their portion, unless the employee has advised the employer, in writing, that she/he does not wish to continue to make the employee contributions (if any) to such plans.

The pregnancy and parental leave provisions of the Act apply to full-time and part-time employees.

The Employer is not required to pay wages to an employee while she/he is on pregnancy or parental leave.

Pregnancy Leave

An employee is entitled to at least 17 weeks of unpaid leave of absence for pregnancy if she has been employed with her employer for at least 13 weeks preceding the estimated day of delivery.

The leave may be commenced up to 17 weeks before the expected date of delivery.

An employee who is entitled to the leave is required to give her employer two weeks notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery, if the employee does not specify the date of the end of the pregnancy leave, it will be assumed that she wishes to take the maximum leave.

An employee who has given notice to begin a pregnancy leave may change the notice to an earlier date by giving at least two weeks written notice before the earlier date. She may change to a late date by giving two weeks written notice before the leave was to begin.

If pregnancy-related complications forces the employee to stop work before she has arranged her pregnancy leave, she has two weeks from that date to give the employer written notice, with a medical certificate conforming the circumstances and the expected or actual date of birth.

A pregnancy leave will normally end 17 weeks after it begins but if the mother suffers a still birth or miscarriage or the child dies while the mother is still on pregnancy leave, the pregnancy leave will end six weeks after the date of the still-birth miscarriage or birth or seventeen weeks after the pregnancy leave commenced, whichever is later.

If the employee has been on her pregnancy leave for seventeen weeks but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.

If an employee on pregnancy leave wishes to change the date of return to work to an earlier date, she must give her Employer 4 weeks written notice of the date on which she intends to return.

If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give the employer 4 weeks written notice before the date the leave was to end.

Parental Leave

An employee who is a parent and has been employed with his or her employer for at least 13 weeks before the birth of a child, or 13 weeks before the child came into a parent's custody, care and control for the first time, is entitled to an 18-week unpaid leave.

Both parents will be eligible to take a parental leave and each parent is eligible to take 35 weeks. A "parent" includes a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

For a natural mother, parental leave commences when her pregnancy leave ends or when the baby first comes into custody, care and control of a parent.

For fathers and adoptive parents, parental leave must commence within 52 weeks after the birth or after the child first comes into the custody, care and control of a parent.

An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two weeks written notice before the earlier date, or to a later date by giving two weeks written notice before the leave was to begin.

If the employee stops work because the child has arrived earlier than expected, the employee has two weeks from that date to give the employer written notice of his or her intent to take the parental leave.

If an employee on parental leave wishes to change the date of return to work to an earlier date, she/he must give the employer four weeks written notice of the date on which she/he intends to return.

If an employee wishes to change the date of return to work to a later date (but subject to the 19 week maximum length of leave), the employee must give the employer four weeks written notice before the date the leave was to end.

SCHEDULE "E"

PAID EDUCATION LEAVE

The Company agrees to pay into a special fund two cents (\$0.02) per hour for all compensated hours for full time employees for the purpose of providing Paid Education Leave. Said Paid Education Leave will be for the purpose of upgrading the employee's 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 C.A.W and sent by the company to the following address:

UNIFOR Paid Education Leave
205 Placer Crt
Toronto, Ontario M2H 3H9

The Company further agrees that a member of the bargaining unit selected by the union to attend such courses, will be granted a leave of absence without pay for 20 days class time plus P.T.O, travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave will continue to accumulate seniority and benefits during such leave. This clause is not to start until after the second year of this agreement is completed. I.e. June 1, 2007 and at all times thereafter there shall only be one (1) person maximum per annum on leave.

June 1, 2011

UNIFOR Local 40
720 Spadina Avenue, Suite 308
Toronto, ON M5S 2T9

Bond Place Hotel

SCHEDULE "F"

WORKPLACE HARASSMENT

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives, with respect to any employee because of his/her race, color, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised by either of them, or by any of their representatives with respect to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the Legislation of the Province of Ontario.

The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
- practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
- posting or circulation of offensive photos or visual materials,
- refusal to work or converse with an employee because of their racial background or gender,
- unwanted physical conduct such as touching, patting, pinching, etc.,
- condescension or paternalism which undermines self respect,
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

HARASSMENT IS NOT:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

FILING A COMPLAINT:

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it.

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- It is advisable to document the events, complete with times, dates, location, witnesses and details.
- Report the incident to Supervisor/Committee person

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative/Company official.

INVESTIGATION:

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Manager and the Union Chairperson.

The Union Chairperson and the Human Resource Manager will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

RESOLUTION:

The joint investigators will then complete the report on the findings of the investigation and a copy of the completed Incident Report will be forwarded to the Human Resource Manager and the Union Chairperson who will make a determination on an appropriate resolution. The Human Resource Manager and the Union Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the Provincial Human Rights Commission and to see redress under the Human Rights Code.

TRAINING:

In consultation with the National Union, three day anti-harassment training will be developed for all union representatives. In addition, the CAW four-hour anti-harassment training program will be delivered to all employees and members of management.



BOND PLACE
HOTEL

65 Dundas Street East, Toronto ON M5B 2G8 Tel: 416 362 6061 Fax: 416 362 7757
www.bondplace.ca

Letter of Understanding

August 31, 2011

RE: Workload at Bond Place Hotel

This Ownership and Management of the Bond Place Hotel agree to continue to work with the employees to find ways for them to complete their jobs more efficiently, effectively and safely, including, but not limited to the provisions of supplies, tools, equipment, and education, as deemed necessary on an ongoing basis.

Notwithstanding Article 29- Workload in the contract, the Bond Place Hotel will follow the guidelines below in allocating room assignments:

- | | |
|--|---|
| 1 floor, all standard rooms | -16-17 rooms, with 16 the normal assignment |
| 1 floor, incl 3 deluxe rooms | - less 1 room |
| 3 floors, all standards | - less 1 room |
| 3 floors, mix of standards and deluxe rooms | - less 2 rooms |
| 4 floors +, mix of rooms | - less upto 4 rooms |

On behalf of Ownership:



BOND PLACE
HOTEL

65 Dundas Street East, Toronto ON M5B 2G8 Tel: 416 362 6061 Fax: 416 362 7757
www.bondplace.ca

Letter of Understanding

August 31, 2011

RE: Bellman

This Letter of Understanding is to provide assurance that the ownership and management of the Bond Place Hotel will continue to schedule Bellmen for luggage handling requirements and based on business requirements with the following guidelines:

- 1) When occupancy is 90% or higher, with either group or transient business, a bellman will be scheduled the next morning for a minimum of 4 hours
- 2) When occupancy is 90% or higher, with group business, a bellman will be scheduled for a minimum of 6 hours (instead of 4 hours) the next morning
- 3) A training session will be set up for the Front Desk to review how to handle the guest requests concerning baggage handling while the bellman are not scheduled- Front Desk should only be storing luggage, other than isolated situations where the guests is incapable of moving their luggage

On behalf of Ownership:



BOND PLACE
HOTEL

65 Dundas Street East, Toronto ON M5B 2G8 Tel: 416 362 6061 Fax: 416 362 7757
www.bondplace.ca

Letter of Understanding

September 26, 2014

RE: Uniforms

- As per industry standard, uniforms program will be implemented with the annual replacements
- The employee shall be in full uniform prior to punching in and when punching out.
- Uniforms must be worn by the employee at all time while on duty
- The employee will be required to launder and maintain their own uniform. The employee will take reasonable care of the uniforms
- Uniforms remain the property of the Hotel
- Employees are prohibited from wearing the uniforms, except when engaged in the service for which they were supplied
- Any damage resulting to the uniform out of normal wear and tear for the job function, shall be charged against the employee
- On termination of employment the uniform must be returned to the company. Otherwise the cost of same will be deducted from the employee pay account
- The Company shall provide after completion of probationary period one set of uniform per year

On behalf of Ownership:

INSIDE BACK COVER
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