

THIS AGREEMENT dated the 15th day of August , 2014.

B E T W E E N:

**2412323 Ontario Inc.
o/a Chatham Comfort Inn**

(the "Company")

- and -



LOCAL 127

(the "Union")

July 20, 2014 – July 19, 2017

TABLE OF CONTENTS

| | PAGE # |
|--|---------------|
| ARTICLE I - RECOGNITION | 4 |
| ARTICLE II - MANDATORY UNION DUES CHECKOFF | 5 |
| ARTICLE III - NO DISCRIMINATION | 5 |
| ARTICLE IV - MANAGEMENT RIGHTS | 6 |
| ARTICLE V - NO CESSATION OF WORK | 6 |
| ARTICLE VI - UNION REPRESENTATION | 6 |
| ARTICLE VII - GRIEVANCE PROCEDURE | 7 |
| ARTICLE VIII - ARBITRATION | 9 |
| ARTICLE IX - SENIORITY | 10 |
| ARTICLE X - LAYOFF AND RECALL | 12 |
| ARTICLE XI - JOB POSTING | 12 |
| ARTICLE XII - HOURS OF WORK AND OVERTIME | 13 |
| ARTICLE XIII - COMPANY HOLIDAYS | 15 |
| ARTICLE XIV - VACATIONS | 16 |
| ARTICLE XV - RATES OF PAY | 17 |
| ARTICLE XVI - BEREAVEMENT LEAVE | 17 |
| ARTICLE XVII - LEAVES OF ABSENCE | 18 |
| ARTICLE XVIII - JURY DUTY | 19 |
| ARTICLE XIX - ABSENCE FROM WORK | 19 |
| ARTICLE XX - TIME CARDS | 20 |
| ARTICLE XXI - WORK CLOTHING | 21 |
| ARTICLE XXII - BENEFITS | 22 |
| ARTICLE XXIII - HEALTH AND SAFETY | 22 |
| ARTICLE XXIV - DURATION | 23 |
| ARTICLE XXV – SCHEDULES | 23 |
| CASH HANDLING | 24 |
| BREAKFAST PURCHASE | 24 |
| ADDRESS LIST | 24 |

| | |
|---|----|
| COPY OF AGREEMENTS | 24 |
| CLASSIFICATION RATES OF PAY | 24 |
| TUITION | 24 |
| SCHEDULE A | 26 |
| SCHEDULE B | 27 |
| LETTER OF UNDERSTANDING #1 | 30 |
| LETTER OF UNDERSTANDING #2 | 30 |
| LETTER OF UNDERSTANDING #3 - HARASSMENT POLICY (TRAINING) | 31 |
| LETTER OF UNDERSTANDING # 4 - VIOLENCE AGAINST WOMEN | 33 |

ARTICLE I - RECOGNITION

- 1.01 The Company recognizes the Union as the Bargaining Agent of all employees of **2412323 Ontario Inc. o/a Comfort Inn** employed at its Motel in the City of Chatham, save and except managers and supervisors, persons above the rank of manager and supervisor, human resources and executive secretaries.
- 1.02 The term “employee” or “employees” means an employee employed within the bargaining unit as described in Article 1.01.
- 1.03 “Full time employee” is an employee employed in the bargaining unit who regularly works more than twenty-four (24) hours a week.
- 1.04 “Part time employee” means an employee employed in the bargaining unit who works less than the hours outlined in Article 1.03. An employee shall remain in part time status notwithstanding the scheduling of additional weekly hours to part-time employees from time to time in circumstances such as the following:
- a) To fill in when a full-time employee is absent due to illness, vacation, accident, pregnancy or parental leave, bereavement leave, union leave, holiday or personal leave.
 - b) To fill in while a vacant or new position is being filled through the job posting procedure.
 - c) To fill in a position as a result of the operation of 9.05.
- 1.05 Part time employees shall be reclassified to full time status after their scheduled weekly hours of work are more than twenty four (24) in eight consecutive weeks. When a part time employee’s schedule is twenty four (24) hours per week or less for more than eight consecutive weeks they shall revert back to part time status.
- 1.06 Employees identified in 1.01 will not perform bargaining unit work, except for the purpose of instruction, experimenting and in emergencies and to fill in at front desk for lunch and rest periods.
- 1.07 Notwithstanding any term in the collective agreement to the contrary the Company may schedule management personnel to perform up to eight shifts in total per week on the front desk.

ARTICLE II - MANDATORY UNION DUES CHECKOFF

- 2.01 All present and future full time and part time employees, as a condition of employment, shall become and remain members of the Union and shall be required to execute and deliver to the employer a written authorization for deduction of their regular monthly union dues.
- 2.02 Dues are defined for the purpose of this clause as the regular Union dues and initiation fees as prescribed by the Constitution of the Union. Initiation fees shall be taken off after an employee has completed the probationary period and shall be taken off a different pay period than the dues deduction period, immediately after an employee has completed his probationary period.
- 2.03 The employer agrees to deduct regular monthly dues as certified in writing by the Union to be currently in effect according to the Constitution of the Union, once monthly from the wages of each employee who has authorized such deduction on the second pay period of each calendar month. The Company further agrees to remit the amount so deducted to the Financial Secretary of Local 127 of the National Union **Unifor** by the fifteenth (15th) day of the following month. Such remittances shall include a statement with the names of the bargaining unit employees and the amount of dues paid and the status of any bargaining unit employee from whom the Company has made no dues deduction.
- 2.04 Employees who have no earnings for the second pay period in a month shall have such dues deducted from their next pay cheque. Employees who work less than forty hours per month shall have dues deducted as per the Constitution of the National Union.
- 2.05 The Company agrees to include on an employee's T-4 Slip for income tax purposes, the total Union dues paid for the year.
- 2.06 In consideration of the deduction and forwarding of Union dues by the employer, the Union agrees to indemnify and save the employer harmless against any claim of liability arising out of or resulting from the operation of this Article.

ARTICLE III - NO DISCRIMINATION

- 3.01 The Company, the Union, and the employees agree that there will be no discrimination against any employee on the grounds of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliations, nor by reason of union membership or activity.
- 3.02 Wherever the male gender is used in this agreement, it shall apply equally to the female gender.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that the management of the Company and the direction of the working forces are fixed exclusively in the Company. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, promote, demote, classify, transfer and retire employees and to discipline or discharge regular employees who have successfully completed their probationary period for just cause;
 - (c) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this collective agreement;
 - (d) Determine the nature and kind of business conducted by the Company, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of jobs, the scheduling of employees including the scheduling of shifts and overtime, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provisions of this agreement;
- 4.02 The employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this agreement.

ARTICLE V - NO CESSATION OF WORK

- 5.01 While the collective agreement is in force, neither the Union nor any employee shall take part in or call or encourage any strike, sit-down, slow-down, or any suspension of work against the Company which shall in any way affect the operations of the Company. While the collective agreement is in force the Company shall not engage in any lockout of employees.

ARTICLE VI - UNION REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select a Union Chairperson and Committee Person (and two (2) alternates who may act in their absence respectively or on shifts with no union representation) who have one year seniority with the Company. The name of any Chairperson/Committee Person and alternate from time to time selected shall be given to the Company in

writing. The Company shall not be required to recognize a Chairperson/Committee Person or alternates until it has been so notified.

- 6.02 The Company shall recognize the Chairperson and Committee person for the purpose of contract negotiations and handling of grievances without loss of pay at their normal hourly rate. It is understood and agreed that the Chairperson/Committee Person shall have their regular duties to perform. Any Chairperson/Committee Person with the approval of his supervisor (and such approval shall not be unreasonably withheld) will be permitted during his working hours to leave his regular duties without loss of pay for a reasonable length of time to adjust and present grievances during the shift. Upon returning to work the Chairperson/Committee Person and/or grievor shall report back to their supervisor. It is understood that the processing of a grievance shall not interfere with the regular conduct of business including the servicing of customers.
- 6.03 The Company agrees to recognize and deal with representatives from the National Union and the President of **Unifor** Local 127. The Union agrees to provide the Company with the names of the Local and National Representatives.
- 6.04 The Company shall provide a locked covered Bulletin Board located in a non-public area of the Motel designated by the Company for the use of the Union. The Union shall obtain the permission of the General Manager or his designate prior to posting any material on the Bulletin Board. Permission to post material shall not be unreasonably withheld. This Bulletin Board will not be used for posting material which is, in the opinion of the Company, inflammatory or derogatory. All Union notices posted on the bulletin board must be signed by the proper officer of the Union.
- 6.05 The Company shall provide the Union with a filing cabinet for the purpose of maintaining union files, to be placed on Company premises in a location to be determined by the Company. The union shall be responsible for the maintenance or replacement of the filing cabinet if necessary.

ARTICLE VII - GRIEVANCE PROCEDURE

- 7.01 Should a grievance arise between the Company and the Union or its members the matter shall be handled as a grievance under the following procedure. It is agreed that it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay and that both parties shall endeavor to settle the dispute at Step 1 of the following procedure.
- 7.02 **STEP 1**
An employee wishing to initiate a grievance must first take up his complaint with the assistance of his or her Committee Person, if he or she so desires, with their General Manager or designate within five (5) working days of the alleged violation

or from the date that the violation ought reasonably to have come to the attention of the grievor. The General Manager or designate will reply to the complaint verbally within a further five (5) working days. An employee does not have a grievance until it has been discussed as a complaint with his/her General Manager or designate in accordance with this article.

7.03 STEP II

Failing a satisfactory settlement at Step 1 a grievance must be put in written form by the Committee Person within five (5) working days of the General Manager's response stating the nature of the grievance, the applicable article(s) of the Agreement alleged to have been violated, the remedy sought, submitted to the Director of Human Resources or his/her designate for consideration. The Director of Human Resources or his/her designate shall meet, within five (5) working days after receiving the grievance, with the Chairperson, the Committee person, the President of Local 127 and/or the National Representative. Following such meeting, the Director of Human Resources or his/her designate shall respond to the grievance in writing within an additional five (5) working days following the meeting.

7.04 STEP III

If the grievance is not satisfactorily resolved at Step II, either the Union or the Company shall refer the matter to arbitration as provided in Article IX within ten (10) calendar days following the reply at Step II.

7.05 It is agreed that the time limits and all of the requirements of the grievance procedure and arbitration procedure are to be considered mandatory but may be extended by the mutual agreement of the parties in writing.

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

7.07 Where an issue relating to the interpretation or alleged violation of the collective agreement directly affects more than one (1) employee such that they each would be entitled to file a grievance, the Union may file a group grievance. A group grievance shall be filed at Step II of the grievance procedure within five (5) working days of the occurrence of the circumstances giving rise to the grievance or from the date that the violation ought reasonably to have come to the attention of the grievor.

7.08 Policy grievances initiated by the Company or the Union will be originated at Step II of the grievance procedure within five (5) working days of the occurrence of the circumstances giving rise to the grievance or from the date that the violation ought reasonably to have come to the attention of the grievor.

- 7.09 A Chairperson and Committee person shall be allowed reasonable time away from work to attend Step II grievance meetings with the Company as provided for in the Grievance Procedure and scheduled at a mutually convenient time, subject, however, to the requirements of operations. The Chairperson and/or Committee Person shall receive his basic rate of pay for time lost during his regular working hours for attending such meetings.
- 7.10 An Employee who is discharged, terminated or suspended from employment may file a grievance at Step II of the grievance procedure within five (5) working days of his/her discharge, termination or suspension.
- 7.11 For the purposes of Articles 7 and 8 (grievance and arbitration procedure) working days shall not include Saturdays, Sundays and holidays as prescribed by Article 13 of the Collective Agreement.
- 7.12 Where an employee has had no disciplinary actions taken against him for a period of twelve (12) months the Company shall remove any prior disciplinary notations from the employees record. Such discipline shall thereafter not be considered by the Company in the imposing of any future disciplinary action.
- 7.13 An employee who is receiving a written warning or greater discipline shall be accompanied by a committee person, or if one is not available then another member of the bargaining unit, during the disciplinary meeting.

ARTICLE VIII - ARBITRATION

- 8.01 The parties agree that any grievance concerning the interpretation or claimed violation of this agreement, which has been properly carried through all of the steps of the grievance procedure outlined in Article VII above and which has not been settled may be referred to an Arbitrator, unless the parties agree otherwise in writing.
- 8.02 A notice of intent to Arbitrate, with a sole Arbitrator, shall contain a list of five (5) Arbitrators for consideration. Within five (5) working days from the receipt of the list of recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list, or submit a list of five (5) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can be agreed on from the list, within ten (10) working days, either party may request the Ontario Minister of Labour to name an Arbitrator.
- 8.03 The Arbitrator (or, where applicable, the Board of Arbitration) shall not have jurisdiction to alter or change any provisions of the Collective Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or deal with any matter not covered by this Agreement.

- 8.04 The parties will equally bear the fees and expenses of the sole Arbitrator (or the Chair of the Board of Arbitration as the case may be). Any witnesses called by the parties will be at their individual expense.
- 8.05 Where a matter may be referred to a Board of Arbitration pursuant to Article 8.01 the following procedure shall apply:
- (a) The Board of Arbitration will be composed of one (1) person appointed by the Company, one (1) person appointed by the Union, and a third person to act as Chairman chosen by the other two members of the Board;
 - (b) Within seven (7) calendar days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee;
 - (c) Should the appointees to the Board fail to agree on a third person within ten (10) calendar days of the notification mentioned in 8.05 (b) above, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as Chair at any time thereafter.
- 8.06 The decision of a Board of Arbitration, or a majority thereof or Sole Arbitrator as the case may be, constituted in the above manner, shall be binding on both parties.

ARTICLE IX - SENIORITY

- 9.01 An employee shall be considered on probation and shall be placed on the seniority list after forty-five (45) days worked, and their seniority ranking shall be their date of hire. Upon entering the bargaining unit after the completion of forty-five (45) days worked, seniority shall be established and dated back to the date of hire, provided that if the Company has employed an employee on an earlier occasion, the earlier period of service shall also count towards an employee's probationary period provided that the period between the two terms of employment is not greater than twelve (12) months. 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 unless the discharge is based on a discriminatory act.
- 9.02 The Company shall maintain a seniority list and revise it every six (6) months and provide a copy to the Motel Chairperson.
- 9.03 Where two (2) or more employees have the same seniority date, their seniority ranking shall be in ascending alphabetical order of employee's surname as at date of hire.

- 9.04 In the event a bargaining unit employee is promoted or reclassified to a non-bargaining unit position, he/she shall retain the continuous service previously acquired in the bargaining unit job and that seniority shall remain frozen. This clause shall not apply if the bargaining unit employee is not returned to the bargaining unit within six (6) months from such promotion or classification. This clause shall apply only once for each employee.
- 9.05 Notwithstanding their seniority status the Union Chairperson or Committee person with one or more years of seniority with the Company shall in the event of a layoff continue to work as long as work is available in the bargaining unit and they have the necessary skills, qualifications and ability to perform the work.
- 9.06 An employee shall lose his/her seniority and be deemed to be terminated for any of the following reasons:
- (i) if he/she voluntarily quits;
 - (ii) if he/she is discharged or terminated, and the discharge or termination is not reversed through the grievance procedure;
 - (iii) upon retirement;
 - (iv) if an employee is absent from the Company for three (3) consecutive work days and fails to provide satisfactory reason for his absence or his failure to notify the Company of his absence;
 - (v) if the employee is laid off and does not return to work within three (3) working days after issuance of the Company notice for recall by registered mail to the last address shown on Company records unless satisfactory reason is given.
 - (vi) if an employee does not return to work on the first working day after the expiration of any leave of absence granted to him unless satisfactory reason is given.
 - (vii) if the employee is laid off for a continuous period of twelve (12) months or a period equal to the employee's length of seniority, whichever is shorter.
- 9.07 It shall be the responsibility of an employee to keep the Company advised of his/her current address. The Company shall be deemed to have given an employee on layoff notice of recall by sending notice of recall by registered mail to the last address supplied by the employee. Such notice shall include the date and time at which the employee is to report to work. Such notice shall be deemed to be received on the fifth (5th) day after it has been sent by the Company.

ARTICLE X - LAYOFF AND RECALL

- 10.01 This article shall apply to full time employees who are laid off in excess of seven (7) calendar days.
- 10.02 Where full time employees are reduced from their classification it will be in reverse order of seniority. Full time employees laid off from their classification shall have the opportunity to bump the most junior employee in the bargaining unit provided they have relatively equal skills, qualifications and ability to perform the work of the employee they are bumping.
- 10.03 When the reduced full time employee's classification is increased they shall be returned to their former classification by seniority.
- 10.04 Recall of employees after layoff shall be in reverse order of layoff in accordance with the requirements as outlined in the provisions of clause 10.02
- 10.05 Notice of termination shall be in accordance with the Employment Standards Act RSO 1990.

ARTICLE XI - JOB POSTING

- 11.01 All full time and part time vacancies and new positions will be posted bargaining unit wide on Company bulletin boards for a period of seven (7) calendar days. Job postings will identify the classification as well as the number of jobs required. The Company need not consider any applicant to a posting who has, within the prior twelve (12) month period successfully applied for a vacancy (other than a temporary vacancy).
- 11.02 Seniority employees wishing to apply for a posted job will place his/her name on a job posting form provided by the Company, a duplicate to be retained by the employee.
- 11.03 If an employee applies for more than one job posting at the same time provided they are entitled to apply pursuant to Article 11.01 he/she must identify his/her order of preference. Postings by the employee to other vacancies will be cancelled by his/her successful applicant status.
- 11.04 Only the Chairperson or Committee Person may enter a posting on behalf of another employee, who is absent, provided the employee has given written permission to the Chairperson or Committee Person to submit a job posting application on their behalf.
- 11.05 Applicants shall be considered for the vacant position on the basis of their skill, ability, qualifications to perform the work and seniority. If two (2) or more

applicants have the necessary skill, ability and qualifications to perform the work and have relatively equal skill, ability and qualifications, then the most senior applicant shall be selected.

- 11.06 If nobody who has applied has the necessary skill, ability and qualifications to satisfactorily perform the requirements of the job, the Company may select a candidate from outside the bargaining unit or offer the position within the unit.
- 11.07 This Article will not apply where the vacancy is not expected to exceed forty-five (45) calendar days where the vacancy is caused by illness, injury, occupational accident, layoff, vacation or leaves of absence or the need to complete the posting process.
- 11.08 Temporary vacancies which exceed forty-five (45) days shall be posted until the return of the incumbent employee or it is determined that the incumbent will not be returning to the position. Such posting shall be pursuant to the provisions of sub-articles 11.01 through 11.06
- 11.09 This Article does not apply to job assignments within a classification.
- 11.10 The name of the successful job applicant(s) for all posting will be given to the Motel Chairperson.
- 11.11 A list of all applicants who bid will be made available to the Union upon request. Employees wishing to withdraw their application to a posting may do so by notifying the Company before the expiration of the job posting.

ARTICLE XII - HOURS OF WORK AND OVERTIME

- 12.01
 - a) The normal work week for full time employees shall consist of up to forty (40) hours per week, but this shall not be a guarantee or limitation upon the hours of work.
 - b) The employer shall maximize the number of hours in a scheduled shift by seniority after taking into account the needs of the operation and provided that its minimum staffing hours obligations under 12.08 and 12.09 may be met with the available work.
 - c) Scheduled shifts shall be assigned by seniority within the classification with the longest shifts being assigned to employees with the most seniority. The Employer agrees not to schedule split shifts.
 - d) Work schedules shall be posted by 4:00 pm on the Thursday of the week preceding the start of the work schedule. Notwithstanding the preceding sentence, all reasonable attempts shall be made to post the work schedule by 4:00 pm on the Wednesday of the week preceding the start of the work

schedule. Should the commencement date of the work schedule change the posting date shall be adjusted accordingly. The Christmas schedule will be posted by December 1st of each year. Work schedules shall include the employee's name, classification, days off and starting times. A copy of the work schedule shall be supplied to the Motel Chairperson or Committee person upon request.

- e) The Company shall do its best to arrange work schedules so that employee(s) may have two (2) consecutive days off each week subject to the work load demand and availability of qualified personnel.
- 12.02 The normal work week for part time employees shall consist of up to twenty-four (24) hours per week but this shall not be a guarantee or limitation upon the hours of work.
 - 12.03 Overtime will be calculated at one and one-half (1.5) times an employee's regular hourly rate for all hours of work worked in excess of eight (8) hours in a day and forty (40) hours in a week. Where an employee receives holiday pay pursuant to Article 13, such time shall not be considered to be time worked for the purposes of this paragraph.
 - 12.04 Hours worked on a Company Paid Holiday shall be paid at one and one-half times the regular hourly rate as provided, and if eligible for holiday pay, the employee shall also be paid the normal holiday pay for that day. Upon mutual agreement with the employee, the Company may provide employees with equivalent lieu time off with pay instead of such holiday pay and/or holiday premium pay for hours worked on the holiday. Any lieu time not take during the calendar year in which it is accrued shall be paid out to the employee.
 - 12.05 To be eligible for overtime payment, overtime hours must have been scheduled and authorized by the employee's supervisor prior to the performing of the work. Overtime shall be distributed equally to the employees from the classification who normally perform the work.
 - 12.06 There shall be no pyramiding of overtime or duplication of any premiums under this agreement.
 - 12.07 An employee scheduled to work a shift of eight (8) hours shall receive a thirty (30) minute unpaid lunch. In all cases an employee shall not work more than five (5) hours without a thirty (30) minute unpaid lunch break. Such an employee shall also be provided with a fifteen (15) minute paid rest break during the first half of the period worked, and a second paid fifteen (15) minute rest break during the second half of the period worked. An employee who works a minimum four (4) hour shift shall be entitled to a paid fifteen (15) minute rest break. An employee's supervisor shall direct the time at which the unpaid lunches and paid breaks

provided for in this article are to be taken. Such breaks and lunch periods shall be scheduled at reasonable times.

- 12.08 When an employee reports for work at the commencement of his regularly scheduled shift he shall be entitled to a minimum of four (4) hours work or four (4) hours' pay at his regular straight time hourly rate, unless the lack of work is due to reasons beyond the control of the Company or unless the Company has attempted to contact the employees at least four hours before the scheduled start of the employee's shift.
- 12.09 An Employee who has left after the completion of his/her regular shift and is called back into work or to attend a staff meeting shall receive a minimum of four (4) hours pay at his/her prevailing rate of pay. The Employer may require an employee to work call in hours and employees shall cooperate to make themselves available.
- 12.10 The Employer may require employees to work overtime provided that the maximum number of hours (both overtime and non-overtime hours) that may be required does not exceed eight (8) hours in a day or forty-eight (48) hours in a week and the employee will co-operate so as to make themselves available.

ARTICLE XIII - COMPANY HOLIDAYS

- 13.01 The Company recognizes the following as paid holidays:

| | |
|--------------------------------------|------------------|
| New Year's Day | Good Friday |
| Victoria Day | Canada Day |
| Labour Day | Thanksgiving Day |
| Christmas Day | December 26th |
| Civic Holiday (1st Monday in August) | Easter Sunday |
| Floater Day | |

To be eligible for Holiday pay an employee must have completed his/her probationary period, and worked his/her scheduled shifts immediately before and after the holiday. An employee who agrees to work on the public holiday and who, without reasonable cause, fails to report and perform work is not eligible to receive holiday pay.

Holiday pay shall be calculated as the employee's regular rate multiplied by the regular (non-overtime) hours normally worked per day by the employee. Where a dispute arises regarding the employee's regular (non-overtime) hours normally worked per day, the Company will determine the hours on as the average of the regular (non-overtime) hours worked by the employee in the four (4) weeks preceding the Holiday.

ARTICLE XIV - VACATIONS

14.01 "Vacation time" shall be taken by mutual agreement subject to the Company's staffing requirements and subject to the Company's responsibility to schedule vacation within the calendar year as set out in Article 14.02 and the Company shall not deny vacation time unreasonably.

14.02 "Vacation time" will not be cumulative from year to year and it shall be the Company's responsibility to ensure that employees take all of their vacation time off each year.

14.03 Employees shall accumulate vacation time and vacation pay as follows on the anniversary date of their employment:

| <u>Continuous Service</u> | <u>Weeks of Vacation</u> | <u>Pay</u> |
|---------------------------|--------------------------|-------------------|
| 1 - 5 yrs. | 2 wks. | 4% of gross pay |
| 5 - 10 yrs. | 3 wks. | 6% of gross pay |
| 10 - 18 yrs. | 4 wks. | 8% of gross pay |
| 18 yrs. and over | 5 wks. | 10% of gross pay. |

14.04 "Gross pay" referred to in Article 14.03 is defined as the employee's total regular and overtime wages, including the previous years vacation pay, excluding all gratuities and bonuses received by the employee in the twelve (12) months immediately preceding his/her anniversary date. "Anniversary date" means the date the employee was last hired by the Company.

14.05 Full-time and part-time employees shall receive vacation pay on the normal pay day which includes the actual vacation time. Requests for vacation pay to be paid on the pay day immediately preceding the vacation time shall be processed provided such requests are received in writing by the General Manager or his/her designate no later than two weeks prior to the pay day preceding the vacation time.

14.06 For the purposes of scheduling the vacation period shall be from January 1st of each year to December 31st.

14.07 Employees shall schedule vacations by April 1st of each year and the Company shall post the vacation schedule by May 1st of each year. Employees may submit vacation requests to the General Manager or his/her designate. Where two (2) or more employees request vacation at the same time and all such requests cannot be granted, vacation requests shall be granted on the basis of seniority. Where the requests are received after May 1st, requests shall be granted on a first come first served basis subject to operational requirements. Vacation requests should be made as far in advance as possible and in any event at least two weeks before the vacation is to commence. Vacation requests made with less than two weeks

notice may be considered at the sole discretion of the Employer. Employees may request up to five days of their allotted vacation as single days subject to operational requirements and subject to the provisions of the *Employment Standards Act*.

- 14.08 Part time employees employed at the date of ratification will be given the option of taking their vacation pay, at four percent (4%) of their earnings, added to each pay or receiving their vacation pay while they are on vacation.

All part time employees hired after date of ratification will have their vacation pay, at four percent (4%) of their earnings, added to each pay.

ARTICLE XV - RATES OF PAY

- 15.01 Employees' pay shall be paid by direct deposit into an account specified by the employee in writing. Payroll to be completed and deposited by Wednesday on a bi-weekly basis. The Company reserves the right to amend the pay day. However, the Company must provide the Union with no less than 30 days notice of any change to pay day.
- 15.02 The regular hourly rates of pay for job classifications covered by this Agreement are set out in Schedule "A" attached hereto and by reference are made part of the collective agreement. Employees shall be paid the rate for the classification to which they are assigned or posted unless provided otherwise in this Agreement.

ARTICLE XVI - BEREAVEMENT LEAVE

- 16.01 The Company will protect employees against the loss of their regular earnings in the event of death in their family. To receive bereavement pay the probationary period must be completed and the employee must attend at the funeral of the deceased. Bereavement pay is not applicable if the death occurs while on vacation, during scheduled days off or if absent from work due to sickness, accident or any other type of leave of absence. The hours paid for bereavement will not be used in the calculation of overtime and if requested the employee may be required to furnish proof of death.
- (a) Bereavement pay of up to four (4) consecutive days will be paid when a death occurs to an immediate family member. Immediate family member is defined as an employee's:
- spouse
 - son or daughter
 - mother or father
 - brother or sister

- grandmother or grandfather
- father-in-law or mother-in-law
- son-in-law or daughter-in-law
- brother-in-law or sister-in-law
- grandson or granddaughter

The maximum of three (3) days will be paid from the day of the death through to the day after the funeral. The payments will be calculated from regularly scheduled hours of work and if called away during the work day, bereavement pay will begin at the time work is left to the maximum of three (3) times the scheduled work day.

Where an employee's scheduled hours of work are variable, one day's pay shall be calculated based on the average daily hours of work worked by the employee in the four (4) weeks preceding the day of the death.

ARTICLE XVII - LEAVES OF ABSENCE

Union Leave

- 17.01 The Company shall grant unpaid leaves of absence for the purpose of attending a Union Convention, union conferences or union educational seminars provided that not more than two (2) committee persons are absent at any one time. Requests for such leave of absence shall be made in writing to the General Manager or his/her designate at least twenty-two days (22) prior to the date of leave wherever possible. The Company may accommodate a request for union leave on less than twenty-two days (22) notice provided that such leaves do not interfere with the Company's efficient operation. Seniority shall continue to accumulate during such leaves. Union members on approved leaves under this article 17.01 shall be paid their regularly scheduled days and the Employer shall recoup the gross amount from the Local Union (Financial Secretary Local 127) within a thirty (30) day period.

National/Local Leave

- 17.02 The Company shall grant an unpaid leave of absence of up to one year to an employee who is elected or appointed to the Local Union or National Union Staff. Seniority shall continue to accumulate during such a leave. There shall be not more than one (1) employee absent at any given time under this provision.

Personal Leave

- 17.03 Upon written application to the General Manager or designate the Company may grant a personal leave of absence without pay for valid personal reasons on

twenty-two (22) days advance notice to the General Manager or designate clearly stating the reasons for the request and the proposed duration. Personal leave may be granted upon such shorter periods of notice in cases of emergency at the discretion of the General Manager or designate. Seniority shall continue to accumulate during such leaves.

- 17.04 Where an employee utilizes a leave of absence for a purpose other than the purpose for which it was granted the employee shall be deemed to have resigned from his/her employment with the Company.

Pregnancy/Parental Leave

- 17:05 Pregnancy\Parental leaves shall be granted under the provisions of the Employment Standards.

Paid Education Leave

- 17.06 The Company agrees to pay into a special fund two (2) cents per hour per employee for all hours worked for the purpose of providing paid education leave. Effective October 1, 2011 the Company agrees to pay three (3) cents per hour per employee for all hours worked. Such paid leave will be for the purpose of upgrading an employee's skill in all aspects of trade union functions. Employees will continue to accrue seniority while on such leave.

Such monies shall be paid quarterly into a trust fund established by the National Union **Unifor**, and sent by the Company to the **Unifor** Leadership Training Fund, 205 Placer Court, Toronto, Ontario, M2H 3H9.

- 17:07 Seniority shall continue to accumulate for all approved Leaves of Absences.

ARTICLE XVIII - JURY DUTY

- 18.01 When an employee is called for jury duty or is subpoenaed as a crown witness, he shall receive for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury or witness fee received, providing the employee furnishes the Company with a Certificate of Service signed by the Clerk of the Court showing the dates and times of service and the amount of any fee received. Regular pay lost shall be determined by calculating the average daily pay for the four weeks preceding the week in which the jury duty commences.

ARTICLE XIX - ABSENCE FROM WORK

- 19.01 When an employee is unable to attend work due to illness or injury, the employee will contact his/her General Manager, Assistant General Manager or if either are

unavailable, their designate as soon as possible in advance of his scheduled starting time, giving the reason he is unable to attend, the estimated date of his expected return if it can be reasonably forecast by the employee. In the case of absence due to illness or injury the Company may require the employee to provide medical evidence outlining the nature of the problem, the expected date of return, the ability of the employee to perform any of his/her duties and to perform alternate duties. Where there is a dispute pertaining to an employee's medical evidence the Company may require the employee to attend for an examination by a licensed medical practitioner to be mutually agreed upon by the employee and the Company. Should the Company require the employee to attend such a mutually agreed upon physician, the Company shall pay the actual cost of the medical report. Where so directed, the employee shall submit to the examination and shall consent to the release by the medical practitioner of a detailed report to the Company. Such report shall outline the nature of the problem, the expected date of return, the ability of the employee to perform any of his/her duties and to perform alternate duties.

- 19.02 The Company's practice is not to arbitrarily ask for medical certificates when an employee is absent from work for less than three days unless the employee's record indicates a history of absenteeism.
- 19.03 In the event that an employee is injured at work in the course of performing his or her duties which requires that he or she stop work and receive medical treatment, he/she shall be paid the regular straight time wage lost for the balance remaining in his/her shift. If needed the Company shall arrange for suitable transportation for the employee on the day of the injury to the doctor or hospital and back to the motel or to his/her home at no cost to the employee.

ARTICLE XX - TIME CARDS

- 20.01 Time cards shall be provided by the Company at no cost to the employee. Each employee must swipe only his/her own time card and must swipe his/her time card only as directed in this article. Any misuse of employee time cards may be grounds for discipline.
- 20.02 Each time card must be swiped prior to the start of the shift and after finishing the shift. Employees are also to keep a manual record of time punched in and out which must only be filled out by the Employee.
- 20.03 If an employee leaves the premises during the work day, he/she must swipe his/her time card on leaving the building and again upon return to the building, unless the employee is performing work for the Company away from the premises.
- 20.04 Where an employee loses or damages his/her time card he/she shall report the loss or damage immediately to the General Manager or his/her designate. An

employee who loses or damages his/her time card shall bear the cost of the replacement of his/her time card by way of payroll deduction, which deduction is hereby authorized. An employee shall not be responsible for the cost of a replacement card if he/she is not responsible for its loss or damage.

- 20.05 Where an employee arrives late for work or leaves early the Company may deduct from the employee's regular pay the actual amount of time missed.

ARTICLE XXI - WORK CLOTHING

- 21.01 The Employer shall provide work clothing to all shop personnel as provided in this Article. The Company shall bear the cost of cleaning and repairing such clothing, and the cost for replacement due to normal wear and tear through its scheduled laundry service.

- 21.02 The Company shall provide the following clothing:

| <u>Classification</u> | <u>Item</u> | <u>Amount</u> |
|------------------------------|--------------------|-----------------------------|
| Front Desk | shirts | 3 (full time) 2 (part time) |
| | tie | 1 |
| | blazer or vest | 1 of either |

| <u>Classification</u> | <u>Item</u> | <u>Amount</u> |
|------------------------------|--------------------|--------------------------------|
| Housekeeping | smock | 3 (full time) 2 (part time) |
| | pant/skort | 3 of either |
| Maintenance | shirt | 2 |
| Breakfast | apron | 1 |
| | pant | 2 |
| | shirt | 2 |

- 21.03 Should an employee require a replacement of clothing issued he/she shall return, the worn clothing in order to qualify for the replacement.

Name badges shall be provided by the Company at no cost to the employee.

Employees shall be allowed to wear the current **Unifor** pin on their uniforms. Should the Union redesign the pin it is agreed that the wearing of the redesigned pin shall be permitted provided that such pins will not exceed the approximate size of a Canadian "Loonie".

ARTICLE XXII - BENEFITS

- 22.01 During the term of the Agreement, the Company agrees to contribute one hundred percent (100%) of the billed premiums towards the coverage of eligible full time employees in the employ of the Company under the Company benefit plan save and except for family benefits coverage and Long Term Disability benefits coverage as set out under the plan. Premiums for family benefits coverage and Long Term Disability coverage shall be paid one hundred percent (100%) by the eligible employee. All coverages are subject to the conditions set out in the benefits plan.
- 22.02 It is understood that the benefit plans are not part of this agreement and are not subject to the grievance and arbitration procedure. However, the Company guarantees that the plan which it purchases shall provide benefits at the level comparable to that currently enjoyed by employees and the issue of level of coverage and the issue of whether an employee has commenced benefits coverage within the period set out in the plan may be the subject of a policy grievance under article 7.08.
- 22.03 The Company reserves the right to change insurance carriers and amend the terms and conditions of the plans, provided that the benefit coverage as a whole is not fundamentally reduced.
- 22.04 Benefit coverage for employees and eligible dependents are as outlined in Schedule "B" of this agreement.

ARTICLE XXIII - HEALTH AND SAFETY

- 23.01 The Company and the Union realizing the benefits to be derived from a safe and healthy workplace of employment, agree that they, together with all employees, will comply with applicable legislation and will co-operate to the fullest extent to promote the enforcement of safety rules and regulations.
- 23.02 The Company will establish a Joint Health and Safety Committee (JHSC) pursuant to the provisions of the *Occupational Health and Safety Act*. The Committee shall meet within the time frames set out in the Act and shall be responsible for making appropriate recommendations with respect to the health and safety of employees for the employer's response.
- 23.03 The Company, Union and employees agree to comply with the provisions of the *Occupational Health and Safety Act* R.S.O. 1990 as amended from time to time.

ARTICLE XXIV - DURATION

- 24.01 This Agreement shall become effective the 20th day of July, **2014**, and shall remain in effect until the 19th day of July, **2017** inclusive; and either party may give notice, in writing, to enter into negotiations for the purpose of amending any of the terms of the Collective Agreement within a period of not more than ninety (90) days prior to the date of termination.

ARTICLE XXV – SCHEDULES AND LETTERS

- 25.01 It is agreed that all Schedules and Letters attached hereto shall form part of the Collective Agreement.

MISCELLANEOUS

CASH HANDLING

Should there be one person on the till, he or she shall be responsible for any cash shortages. If more than one person is responsible for the same till, cash shortages shall not be deducted from the employee's pay.

BREAKFAST PURCHASE

In accordance with current policy employees working on shift shall be entitled to purchase breakfast for \$1.25.

ADDRESS LIST

The Employer shall provide the Union with a quarterly list of employee addresses and phone numbers.

COPY OF AGREEMENTS

The Employer shall provide all employees with a copy of the collective agreement, and updated insurance booklet. Copies of the current company policies shall be provided when available.

CLASSIFICATION RATES OF PAY

If an employee bids to a classification with a higher rate of pay he/she shall receive an increase equivalent to the difference in base rates between his/her existing position and the new position. If an employee bids to a classification with a lower rate of pay his/her wage rate shall be reduced by the difference between the base rates of his/her existing position and the new position.

TUITION

The Company shall reimburse a full time employee for 100% of the tuition for courses taken by an employee who has at least one year of continuous service. Such courses must be pertinent to the employee's current or future job and be taken on the employee's own time. Payment shall be made for the course as set out below up to a maximum of \$600 per employee per calendar year. Payment shall not include costs for textbook, equipment or other expenses. In order to qualify such programs must be offered by an accredited educational organization and eligible employees must receive written pre-approval to attend under the program from the Company. Employees shall be paid 50% the cost of tuition upon enrollment after submitting a receipt of tuition costs. The remaining 50% shall

be paid at the end of the course upon providing (a) evidence of a passing grade ("C" or above) or (b) a certificate of completion if a grade is not awarded.

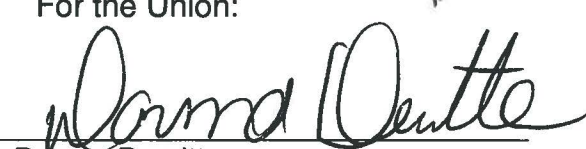
THIS AGREEMENT executed this 3rd day of OCTOBER, 2014 in the City of Chatham in the Province of Ontario.

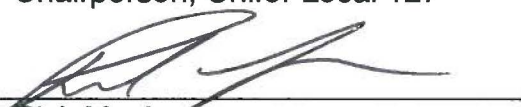
For the Company:


Alan Richards
Director of Operations


Ted Jacobs
General Manager

For the Union:


Donna Dewitte
Chairperson, Unifor Local 127


Rick MacLean,
President, Unifor Local 127


Mike Byrne
National Representative, Unifor

SCHEDULE "A"

As of **July 20, 2014**, the following wage rates shall apply:

| CLASSIFICATION | July 20, 2014 (1.5%) | | July 20, 2015 (1.5%) | | July 20, 2016 (3%) | |
|--------------------------------|-------------------------|--------------|-------------------------|--------------|-----------------------|--------------|
| | Prob. Rate | 3 mo Rate | Prob. Rate | 3 mo Rate | Prob. Rate | 3 mo Rate |
| Housekeeping/Laundry/Breakfast | 12.66 | 12.91 | 12.85 | 13.10 | 13.12 | 13.37 |
| Front Desk | 13.18 | 13.43 | 13.38 | 13.63 | 13.65 | 13.90 |
| Maintenance | 13.74 | 13.99 | 13.95 | 14.20 | 14.23 | 14.48 |

Employees working on the night shift shall receive a premium of \$.60 on their regular hourly rate. For the purposes of this premium, night shift commences at 11.00 p.m. and ends at 7.00 a.m.

- * **Effective August 15, 2014**, wages will be adjusted by **one and one-half per cent (1.5%)** and paid retroactively to **July 20, 2014**.
- * **Effective July 20, 2015**, wages will be adjusted by **one and one-half per cent (1.5%)**.
- * **Effective July 20, 2016**, wages will be adjusted by **two per cent (2%)**.
- * A two hundred dollar (\$200.00) **Christmas** bonus will be paid to each employee in every year of the collective agreement.
- * A one hundred and fifty dollar (\$150) bonus, less statutory deductions, will be paid to each full time employee, and a seventy-five dollar (\$75) bonus, less statutory deductions, will be paid to each part time employee.
- * Green circling for all employees above the present wage rate, example when the rate increases by 2% those employees above the rate will receive the equivalent of 2% of their present rate in a lump sum payment to be paid bi-weekly. These employees will stay at their current rate, receiving the lump sum payments individually as they occur, until such time as the wage rate meets or exceeds the wage rate of the employees who are currently above the current wage rate.

SCHEDULE "B"

BLUE CROSS

Summary of Benefits Plan for Full-Time Employees Effective as at Ratification

| | |
|-----------------------------|--|
| Waiting Period | 6 months - all benefits except LTD 12 months - LTD |
| Basic Life Insurance | First year of coverage - flat \$25,000 After 1st year - 2X salary based on prior year T-4 (incl. incentive or other bonuses) |
| Reduction Clause | 50% at age 65 Terminated at the earlier of age 70 or retirement |
| Cost Sharing | 100% Company Paid <u>Offer 2 Options</u> |
| Optional/ Dependent Life | Employees are eligible to enroll under either or both plans. Optional Dependent Life: Spouse: \$5,000; each child: \$2,500 (from birth) Employees eligible to enroll within 31 days of becoming eligible or their status changes from Single to Family and/or Optional Employee and Spousal Life: Unit of \$10,000 (Max. Emp. - 25 units; Spouse - 10 units) Medical evidence required on all amounts Age banded rates based on employee |
| Cost Sharing | 100% Employee Paid |
| Basic AD&D | Match Basic Life Benefit schedule improvements |
| Cost Sharing | 100% Company Paid |

| | |
|--|--|
| Travel AD&D | n/a |
| Weekly Indemnity | n/a |
| LTD | 70% - 1st \$25,000 55% - next \$15,000 45% - excess |
| Elimination Period | 17 weeks |
| Taxability | Non-taxable plan |
| Definition of Disability | 24 months own occupation definition Any occupation thereafter |
| Cost Sharing | 100% Employee Paid |
| Hospital | Semi-private |
| Vision | \$150 per 2 calendar years |
| Extended Health | |
| Deductible | \$25/\$50 Deductible (n/a to Hospital, Prescription drugs or out-of-country claims) |
| Co-Insurance | --- |
| Maximum | Unlimited |
| Drugs | Pay Direct Drug Card - \$2 deductible per prescription Brand name paid if no generic available or if Doctor indicates. No smoking cessation |
| Health Practitioners | Chiropractor, Osteopath, Naturopath, Podiatrist. Clinical Psychologist, or Speech Therapist. \$300 prac/cal yr. Masseur - 20 treatments per 24 consecutive months or 12 if under 18 Physiotherapist - \$1,500 per calendar year. |
| PD Nurse | \$25,000 per 3 consecutive years |
| Hearing Aids | \$500 per five consecutive years |
| Out-of-Province/Out-of-Canada Emergency and Referral | \$5,000,000/person per year Emergency Semi-Private Hospital for max. of 14 days unless certified by a physician that person cannot be transferred. R&C physician and medical services. Referral Hospital/Surgical/Medical services limited to \$100/60 days. |
| Travel Assistance Card | Yes |

Dental Care Co-Insurance 100% Basic (endodontics, periodontics, oral surgery, denture relines, repairs)

Deductible \$25 Single/\$50 Family deductible

Maximum Unlimited maximum

Provincial Fee Guide 1 year in arrears

Cost Sharing Employees will currently contribute \$7.50 per pay period towards the cost of Health and Dental benefits combined (Medical & Dental) and as amended from time to time
LTD costs = \$0.94 per \$100.00 and as amended from time to time.

Termination All benefits except LTD: Earlier of Retirement or age 70,
LTD: age 65

The preceding is intended as a summary of the current benefits plan. Where any discrepancy exists the plan requirements prevail.

Spousal Definition: A person whom you publicly acknowledge as your spouse and with whom you have been living in a permanent manner for over one year.

LETTER OF UNDERSTANDING #1

The parties agree and understand that, from time to time, employees scheduled to work as housekeepers or performing laundry duties may show up early for their shift if they have first received authorization from the General Manager or his/her designate and the General Manager or his/her designate determines that there is sufficient work available to accommodate the request.

LETTER OF UNDERSTANDING #2

Despite Article 12 (Hours of Work) an employee classified as Front Desk may be required to work during his/her meal period but will be allowed to eat a meal at the front desk and will be paid for such time if the employee is working.

Wherever reasonably possible, the Company will relieve a Front Desk employee from Front Desk duties for the eligible fifteen (15) minute rest periods.

The provisions of this Agreement are recognized by the parties as being a greater right or benefit than the requirements of the *Employment Standards Act*.

LETTER OF UNDERSTANDING #3 - UNIFOR HARASSMENT POLICY (TRAINING)

WORKPLACE HARASSMENT

The Company and Unifor 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, as stated in the provincial Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The parties agree to comply with all aspects of Bill C-168 of the Ontario Employment Standards Act.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, rest rooms, 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 etc.;
- * Unwanted physical conduct such as touching, patting, pinching etc.;
- * Condescension or paternalism which undermines self-respect;
- * Backlash or retaliation of 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 he/she has 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;
- Document the events, complete with times, dates, locations, witnesses and details;
- Report the incident to Supervisor/Committeeperson.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, 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 formalized in writing. Properly completed copies of this complaint will be forwarded to the Human Resource manager and the Plant Chairperson.

A formal investigation of the complaint will begin by the Chairperson and Human Resources Manager or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include the same gender as the complainant, whichever is applicable.

Resolution:

The Chairperson and Human Resources Manager or their designates will then complete a report on the findings of the investigation. The Chairperson and Human Resources Manager will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the

Company and National Unifor 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 of 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 seek redress under the Human Rights Code.

Training:

In consultation with the National Union, four (4) hours anti-harassment training will be developed for all union representatives and members of management. In addition, the Unifor four (4) hour anti-harassment training program will be delivered to all employees.

LETTER OF UNDERSTANDING # 4 - VIOLENCE AGAINST WOMEN

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.