

COLLECTIVE AGREEMENT

- between -

**2195229 ONTARIO INC.
COMFORT INN & SUITES**

- and -

UNIFOR AND IT'S LOCAL 195



unifor
theUnion | lesyndicat

**EFFECTIVE JULY 17TH, 2013 TO
AND INCLUDING JULY 16TH, 2017**

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ARTICLE 1 - PURPOSE

1:01 The general purpose of this Agreement is to establish the terms and conditions of employment between the Employer and the employees covered by this Agreement, and to provide for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for the parties subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

2:01 The Employer recognizes the Union as the bargaining agent of all employees of 2195229 Ontario Inc. Comfort Inn and Suites employed at 2330 Huron Church Road West, in Windsor, Ontario, save and except supervisors, persons above the rank of supervisor, office, clerical and sales staff, persons employed in the position of night auditor and co-op students. For added clarification only, it is recognized that supervisors and persons above the rank of supervisor include: General Manager, Front Office Manager, Executive Housekeeper and Maintenance Supervisor. For added clarification only, it is recognized that office, clerical and sales staff include: Night Auditor and Group Co-ordinator.

2:02 The word "employee" or "employees" whenever used in the Agreement shall mean, respectively, an employee or employees in the bargaining unit, and wherever the masculine gender is used in this Agreement, it shall include the feminine gender.

2:03 (a) Full time employee is an employee employed in the bargaining unit who regularly works more than twenty (20) hours per week for four (4) weeks during any eight (8) week period. Effective July 17th, 2011, increase twenty (20) hours to twenty-four (24) hours.

(b) Part time employee is an employee employed in the bargaining unit who regularly works less than twenty (20) hours per week for four (4) weeks during any eight (8) week period. Effective July 17th, 2011, increase twenty (20) hours to twenty-four (24) hours.

2:04 A person employed by the Company who is not part of the bargaining unit shall not perform bargaining unit work, unless it is normally part of his or her job to do so in accordance with past practice, or except in unforeseen circumstances, such as last minute bookings and/or for training purposes.

ARTICLE 3 - MANAGEMENT RIGHTS

3:01 The management of the Hotel and its operations and the direction of the employees are fixed exclusively in the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

- (a) maintain order, discipline, profitability, efficiency and customer service, in connection therewith to make, alter and enforce reasonable rules and regulations, policies and practices to be observed by its employees and to discipline or discharge employees for just cause;
- (b) select, hire, train, transfer, promote, demote, classify, layoff and recall employees, select employees for positions excluded from the bargaining unit; and,
- (c) determine the location of operations, the schedules of operations, the number of shifts; determine the methods of providing services; determine job content, quality and quantity requirements, the qualifications of an employee to perform any particular job and a method to assess that performance; determine the equipment to be used and to use new or improved methods and equipment, to introduce, change or discontinue methods, services, job duties or processes; determine employee dress code; determine employee work schedules, the number of employees needed at any time, the number of hours to be worked, starting and finishing times and when overtime shall be worked, and require employees to work overtime.

Where possible the Employer agrees to provide the Union Committee with advance notice of any rules or changes to rules that affect the members of the bargaining unit.

- (d) The Employer reserves the right to request that an employee who is absent from work without prior authorization from his or her supervisor may be requested to present a doctors certificate for the duration of their absence. In the event an absenteeism pattern is detected the Employer reserves the right to implement an absenteeism program.
- (e) Any notification of absence must be communicated to their immediate supervisor or designate.

3:02 The Employer agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - UNION SECURITY

- 4:01 (a) All employees who are members of the Union at the date of ratification of this Agreement shall remain members in good standing of the Union, Local 195, and will be required to continue to be members of the Union as a condition of employment with the Employer.
- (b) The Employer agrees that all new employees shall become members of the Union upon the completion of their probationary period and remain members during the life of this Agreement as a condition of their employment with the Employer.

- (c) The Employer agrees, to deduct monthly from the wages of all employees within the bargaining unit, the equivalent of one (1) months' dues, initiation fees and other assessments authorized by the Constitution and By-laws of the Union.
- (d) By the fifteenth (15th) of the following month, the Employer will remit by cheque to the Financial Secretary of Unifor Local 195 the total of the deductions made together with a list of those from whom deductions are made.

The Employer will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.

- (e) The Employer agrees to include the Union dues paid by the employee on his annual T4 slip.
- (f) The monies referred to in this Article are to be held in trust by the Employer. The sole and exclusive role of the Employer is to deduct the monies and hold them in trust until such time as they are remitted to the Union in accordance with this Collective Agreement.
- (g) Along with the monthly check off of dues, the following information will be given to the Local Union Office:
 - (i) employees who acquired seniority during the month;
 - (ii) changes, if any, in an employee's rate and classification;
 - (iii) employees, if any, who transferred into or out of the bargaining unit in that month;
 - (iv) employees, if any, who commenced a leave of absence, W.I., LTD, WSIB, layoff or recall in that month; and
 - (v) employees, if any, who lost seniority in that month.

4:02 The Union shall indemnify and save harmless the Employer, its agents and/or employees against any and all claims, complaints, liabilities, demands, actions or causes of actions arising out of, or in any way connected with the operation of Article 4:01.

ARTICLE 5 - UNION REPRESENTATION

5:01 The Employer agrees to recognize up to two (2) committeepersons (one of whom will be designated Chairperson) elected or appointed from amongst employees who have successfully completed the probation period to deal with any complaint or grievance.

- 5:02 The Union shall provide the Employer with written notification of the name of the committeeperson. The Employer shall be required to recognize the representative only from the date of receipt of this notice.
- 5:03 The Union acknowledges that the committeeperson has regular duties to perform on behalf of the Employer and may not leave his regular duties without the consent of a Supervisor in advance. Upon receiving such consent, the committeeperson shall be permitted to leave his regular duties for a reasonable length of time, without loss of pay, to function as a committeeperson as provided in this Agreement.

Such consent from the Supervisor shall not be unreasonably withheld.

Whenever possible, so as not to interfere with the incentive program, meetings will be held between the union and management after their regular shift. The union committee member will be paid their straight time hourly rate for all time in attendance at such meetings.

- 5:04 The Employer will recognize a negotiating committee of up to two (2) members of the bargaining unit who shall have successfully completed their probationary period. The Union shall notify the Employer in writing of the names of the members of the negotiating committee and the Employer shall not be required to recognize any committee member until it has been so notified.
- 5:05 The Employer will compensate members of the Bargaining Committee for all time spent in negotiations at regular rates of pay to a maximum of eight (8) hours per day.
- 5:06 An authorized representative of the Union shall be permitted to meet with a member of the bargaining unit in an area specified by the Employer for the purposes of dealing with the administration of this Agreement, provided that the meeting will not take place during the employee's working hours and permission is requested by the Union and granted by the General Manager, or his designate, prior to the representative's arrival at the location.
- 5:07 As requested, the Employer and a Union Consultation Committee (comprised of the National Representative and/or Local Union Officer and one (1) or both of the Union committeepersons shall meet to discuss issues relating to the workplace, up to a maximum of once every two (2) months.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6:01 The purpose of this Article is to provide the sole method for the settlement of a grievance alleging the violation of a specific provision of this Agreement. Such a grievance shall be presented and processed in accordance with the steps, time limits and conditions herein set forth.

6:02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until the employee first discussed the complaint with the responsible supervisor. The complaint must be discussed with the supervisor within seven (7) days after the circumstances giving rise to it have occurred. Any complaint not presented within these seven (7) days shall be forfeited by the aggrieved employee. The Supervisor shall give his response verbally within five (5) days of receiving the employee's complaint.

Step 1

If the complaint is not settled as provided for above, the employee may submit a written grievance to the Supervisor within five (5) days of receiving the Supervisor's verbal response to the complaint. The grievance shall be signed by the employee and shall identify the nature of the grievance, the specific provisions of the Agreement which are alleged to have been violated and the remedy sought. The supervisor will give a written response to the grievance within five (5) days following the day on which the grievance was presented by the employee.

If the employee does not receive a decision within the time limits specified and the employee wishes to proceed with the grievance, he or she must submit the grievance at the next step.

Step 2

If the grievance is not settled, the Union must forward the grievance to the General Manager within five (5) days of the date of the supervisor's Step 1 response or the date the supervisor's Step 1 response should have been provided.

A meeting will then be held between the General Manager and a Local Union Officer and/or National Representative of the Union. The employee and a Union committeeperson may also attend this meeting.

This meeting shall be held within seven (7) days of the receipt of the grievance at Step 2. The Employer's written answer to the grievance shall be given within five (5) days following the date of this meeting.

6:03 Policy Grievance

A policy grievance shall be defined as a grievance, filed by either the Union or the Employer, involving a question of application or interpretation of any Article of this Agreement which arises directly between the Employer and the Union. It shall be submitted directly at Step 2 within fourteen (14) days following the circumstances giving rise to the grievance. The provisions of this section may not be used with respect to a grievance directly affecting an individual employee or a group of employees. The remaining provisions of Articles 6 and 7, with the required amendments, shall apply to policy grievances.

- 6:04 Any grievance which is not commenced or processed through the next stage of the grievance or arbitration procedure within the time specified shall be deemed to have been abandoned and/or withdrawn.

The parties shall have the right, by mutual agreement, to extend the time limits set forth, and request for said extension shall not be unreasonably withheld.

6:05 Suspension or Discharge

A claim by an employee who has successfully completed the probationary period that he has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is submitted by the employee at Step 2 within five (5) days after the date of the suspension or discharge. If a suspension is grieved, the Employer in its sole discretion may elect to delay the enforcement of the suspension until the grievance is settled, abandoned or determined by an arbitrator.

ARTICLE 7 - ARBITRATION PROCEDURE

- 7:01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of its desire to submit the grievance to arbitration.

If a party elects to refer a grievance to arbitration it must notify the other party within ten (10) days of the date of the response by the General Manager, at Step 2.

- 7:02 The parties shall agree on a sole arbitrator. In the event that the Union and the Employer cannot agree within three (3) weeks, either party may apply to the Office of Arbitration for the appointment of an arbitrator.
- 7:03 Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the arbitrator and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.
- 7:04 The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way, the provisions of this Agreement or any written amendment or supplement thereto or to extend its duration, unless the parties have agreed, in writing, to give the arbitrator specific authority to do so, or to make an award which has this effect.
- 7:05 The parties agree that the steps, time limits and conditions specified in Articles 6 and 7 shall be binding upon the parties unless an extension of such time limits has been mutually agreed to in writing. The parties agree that time limit extensions will not be unreasonably withheld.

ARTICLE 8 - DISCIPLINE

- 8:01 When discipline (written warning, suspension and discharge) is to be imposed by the Employer, said discipline shall be imposed within three (3) days of the date that the Employer completes its investigation into the infraction.
- 8:02 A Union Representative will be present during all meetings regarding disciplinary actions when an employee is called to an interview by a member of supervision, and the subject matter of the interview is discipline, the employee will be so informed before the interview and will be advised to have his/her committeeperson present, and the interview will not proceed until the committeeperson is present.
- 8:03 Disciplinary notations shall remain against the record of the employee for a period of twelve (12) months from the date of the notation except in cases of safety or harassment situations.
- 8:04 If a Union Representative is called in on weekends or after completing his/ her shift by the Company to deal with a disciplinary situation, the representative will be paid at the straight time rate of pay by the Company for all time spent while dealing with that particular discipline.
- 8:05 The employer shall continue its current practice of suspension with pay for scheduled shifts when an employee is required to be off property to facilitate proper fact finding/investigation, and it is understood that such suspension with pay does not constitute a disciplinary action.

ARTICLE 9 - NO DISCRIMINATION

- 9:01 The Employer, the Union and the employees agree that every employee has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as these terms are defined by the Ontario Human Rights Code.
- 9:02 The Union and the Employer recognize the problem of workplace harassment and are committed to ending it. Harassment is not a joke. It is cruel and destructive behaviour against others that can have devastating effects.

Workplace harassment is defined as: "Any unwanted physical or verbal conduct that offends or humiliates". This includes any form of unlawful discrimination as laid down in the Ontario Human Rights Code. The Union and the Employer will not tolerate discrimination on the grounds of race; ancestry; place of origin; color; ethnic origin; citizenship; creed; sex; sexual orientation; age; record of offences; marital/family/same-sex partnership status; disability or any other grounds protected under the Human Rights Code of Ontario.

In addition, the Union and the Employer will not tolerate extreme abusive language or any form of offensive or humiliating behaviour to or by a member of the bargaining unit.

Sexual harassment is one form of workplace harassment and is defined as: "any conduct, comment, gesture, or contact of a sexual nature that is likely to cause offence or humiliation to any employee or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion". Sexual harassment includes but is not limited to any unwelcome attention of a sexual nature such as remarks about appearance or personal life; offensive written or visual actions like graffiti or degrading pictures; physical contact of any kind; or sexual demands.

Racial harassment is another form of workplace harassment and is any action whether verbal or physical that expresses or promotes racial discrimination in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.

In the event that an individual should experience unwelcome behaviour/language, he or she should, where possible, immediately make it clear to the person(s) concerned that their actions or comments are unwelcome and they want it to stop.

If the individual feels unable to approach the person(s) or is unable to make clear that the behaviour/language is unwelcome, the individual is required to immediately contact their General Manager or Union committee person. Such person in receipt of the complaint is required to ensure that the other party is informed immediately to facilitate full and proper investigation. The Union and the Employer will endeavour to resolve all harassment complaints at the Local 195 level. However, if the complaint cannot be satisfactorily resolved locally or is of an extremely serious nature, then other steps may be required including the intervention of Unifor National and Senior Management of the hotel's Management Company.

The individual will be requested to put their grievance in writing, giving precise and detailed information on the nature of the behaviour/language in question including witnesses, if any, and a formal fact finding interview will be held with the alleged harasser. The issue is to be resolved within ten (10) working days unless additional time is required and mutually agreed by the Union and the Employer. Any resolution of a harassment complaint must reflect the serious nature of such acts and send a clear signal that they will not be tolerated.

Key points to any alleged incident of workplace harassment:

1. Confidentiality of the identity of all parties and the circumstances relating to the complaint will be maintained except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary action in relation to the complaint.

2. All employees are required to cooperate in an investigation as appropriate to the situation and required to keep the matter confidential.
3. Depending on the circumstances, steps may be taken to separate the complainant and the alleged harasser physically and/or operationally until the investigation is complete.
4. All employees re asked to recognize and believe that a genuine complaint of workplace harassment will not affect the career of the complainant in any way. However, any employee deliberately making a false allegation of workplace harassment will be subject to disciplinary action which could include dismissal for cause.

ARTICLE 10 - SENIORITY

10:01 Seniority shall be defined as length of continuous service within the bargaining unit. Subject to other provisions in this agreement.

10:02 Newly hired employees shall serve a probationary period of ninety (90) days. Probationary employees shall have no seniority rights during this period. Upon completion of the probationary period, the employee shall have his or her seniority dated back to the start date.

10:03 During the probationary period, an employee shall be considered as being employed on a trial basis and may be dismissed for any reason at the sole discretion of the Employer. Any termination or release occurring during the probationary period shall be deemed to be for just cause, unless the Employer acts in bad faith, or in an arbitrary or discriminatory manner.

10:04 In March of each year, a full time employee and part time employee seniority list shall be prepared and posted by the Employer.

10:05 An employee who accepts a transfer or promotion out of the bargaining unit shall retain any seniority acquired to the date of such appointment and will continue to accrue seniority for up to four (4) months. However, such seniority shall be lost and no further accrual will take place if the employee does not return to the bargaining unit within four (4) months from the date of such appointment. This Article applies only once during each employee's employment with the Employer.

10:06 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated if the employee:

- (a) resigns from employment with the Employer;
- (b) is discharged for just cause and not reinstated pursuant to the Grievance and/or Arbitration procedures;

- (c) fails to report for in accordance with a notice of recall, or within five (5) days of registered mailing of such notice, whichever is later, unless an explanation satisfactory to the Employer is given (a copy of registered letter to be supplied to Union on the date of mailing);
- (d) fails to return to work on the date agreed upon after the completion of a leave of absence or uses an approved leave of absence for purposes other than that given as the reason for the leave;
- (e) is absent without leave for three (3) working days and without a satisfactory explanation; or
- (f) is laid off and not recalled for a period of twelve (12) months.

10:07 (a) Subject to paragraph (b), in the event of a layoff, the Employer shall reduce the workforce in the affected classification in the following sequence:

- ▶ first - layoff employees who have not completed their probationary period in accordance with Article 10.02;
- ▶ second - layoff part time employees; by seniority.
- ▶ third - layoff full time employees; by seniority.

Subject to paragraph (b), recall shall be in the reverse order of the above steps.

- (b) In determining which employee(s) shall be laid off (or recalled) under each step in the above sequence, seniority shall be the governing factor, provided the remaining employees have the immediate skill and ability to perform the available work.

10:08 (a) In the event a part time employee is laid off pursuant to Article 10:07, that employee shall only have the right to bump another part time employee who has less seniority, provided the laid off employee has the immediate skill and ability to perform the work of the employee being bumped.

- (b) In the event a full time employee is laid off pursuant to Article 10:07, that employee shall only have the right to bump any part time employee (regardless of his seniority) or full time employee (who has less seniority), provided the laid off employee has the immediate skill and ability to perform the work of the employee being bumped.

- (c) In the event that an employee is called off work due to low occupancy, that employee shall have the right to bump another employee within the same classification on the next shift who has lesser seniority, provided the employee has the immediate skill and ability to perform the work.

10:09 If an employee exercises his right to bump in accordance with Article 10:08, the employee shall be paid at the rate of the position he or she bumps into.

10:10 The parties agree that bargaining unit employees do not have the right to bump other employees except in accordance with Article 10:08.

10:11 There will be a separate seniority list for full time and part time employees. Provided; however, where a full time employee becomes a part time employee, he or she shall be inserted into the part time employee seniority list in accordance with his or her date of hire with the company. Employees moving from part time to full time positions shall only have seniority from the effective date of such move. Except for purposes of vacation accrual where date of hire will apply. Full time employees who have their hours of work reduced due to being called off by the Employer will not lose their status on the full time seniority list.

ARTICLE 11 - VACANCIES

11:01 Where the Employer elects to fill a bargaining unit position, it shall be posted for a period of seven (7) days.

11:02 The Employer shall not be required to follow the posting procedure contained in this Article if the vacancy is not expected to exceed sixty-five (65) days, or if the vacancy is caused by illness, accident, vacation, leave of absence, pregnancy or parental leave, layoff or a posting under this Article.

11:03 Employees shall be selected for positions on the basis of seniority, provided they have the skill, ability and qualifications required to perform the job. If none of the employees who apply for the posting are qualified to perform the position, the Employer may elect to hire a new employee to fill the position.

11:04 An employee promoted or transferred to a new position within the bargaining unit, shall serve a trial period for up to thirty (30) days worked in the new position.

If the employee is unable during this period to meet the requirements in a manner satisfactory to the Employer or the employee finds the job unsatisfactory, he or she will be returned to the former position, without loss of seniority and at the former hourly rate, and the vacancy may be filled without further posting. However, if an unsuccessful applicant was qualified to perform the position, the Employer will give that applicant an opportunity to attempt the position in accordance with this Article. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his or her former position without loss of seniority and at the former hourly rate.

11:05 Any employee who has successfully completed the trial period in the new position shall not be entitled to apply for another posted position for six

(6) months from the completion of the trial period, except with the written permission of the Employer.

11:06 Promotions or transfers to positions outside of the bargaining unit shall not be subject to the provisions of this Agreement.

11:07 Temporary Transfers

When it is necessary for the Employer to temporarily transfer an employee to another classification, the employee shall receive his regular rate of pay or the rate of the classification to which he is transferred, whichever is greater.

Employees from the classification being drawn from will have the right of first refusal provided there are junior employees in the classification being drawn from who are able to perform the work in question.

The parties further agree to a thirty (30) day limit on temporary transfers unless otherwise agreed to.

ARTICLE 12 - LEAVES OF ABSENCE

12:01 The Employer may, at its discretion, grant an unpaid leave of absence provided that the employee has successfully completed the probationary period. The employee's request must be made in writing and indicate the reason for and the length of the leave requested.

All requests must be submitted to the General Manager, not less than thirty (30) days in advance of the requested date of commencement of this leave, unless in an emergency or compassionate situation.

No leave for a period of greater than thirty-one (31) days will be granted by the Employer. Emergency requests will be considered.

12:02 Pregnancy and parental leaves shall be granted by the Employer in accordance with the Employment Standards Act.

12:03 Jury Duty Leave/Subpoenaed Witness

If an employee is required to serve on a jury or is subpoenaed as a Crown Witness to attend a legal process (excluding an Arbitration under this Agreement), he will be compensated the difference between the fees paid as a juror or Crown Witness and the amount of pay lost for the hours he was scheduled to work, but could not work because he was required to attend court.

However, the Employer will only be required to provide this compensation if the employee:

- (1) has successfully completed the probationary period;

- (2) notifies the General Manger as soon as he becomes aware of the requirement to serve as a juror or Crown Witness, and provides the Jury Notice\Subpoena, and;
- (3) presents an itemized statement from the appropriate court official indicating the dates, time of service, and fees paid on each date of attendance at a legal process due to subpoena as a Crown Witness.

The employee is required to report to work, if scheduled, for any time that he is not actually required for jury duty or attend at a legal process due to subpoena as a Crown Witness.

12:04 Bereavement Leave

- (a) An employee who has successfully completed the probationary period shall be granted up to three (3) consecutive calendar days of leave in the event of the death of a father, step-father, mother, step-mother, child, spouse, sister or brother, mother-in-law, father-in-law, brother-in-law or sister-in-law, for the purpose of making arrangements for and/or attending the funeral. The day of the death or day of the funeral must be one of these days off.

Payment shall be made only to the extent of time lost on days he was scheduled to work during the above three (3) consecutive calendar days. However, if the death occurs during an employee's vacation, the Employer will allow the employee to re-schedule up to three (3) days of his vacation, without pay, if requested. In order to obtain pay under this Article, an employee must provide proof of death if requested to do so.

- (b) An employee who has successfully completed the probationary period shall be granted one (1) day of paid leave in the event of the death of a grandparent, or two (2) days in the event of the death of a grandchild for the purpose of attending the funeral.
- (c) A request for additional days off without pay for bereavement leave will be considered by the Employer, even though the advance notice provisions of Article 12:01 have not been satisfied.
- (d) For the purposes of this Article, the Employer will recognize a common-law spouse provided the employee has supplied the Employer with a legally recognized written record of the common-law relationship. The above provisions of this Article will then apply as if they were legally married.

12:05 Union Business Leave

- (a) The Employer may, in its discretion and subject to operational requirements, grant a leave of absence to an employee for Union Business without pay and without loss of seniority. Such consent by the Employer will not be unreasonably withheld. The Union's request for such leave shall be submitted at least fourteen (14) days in advance, unless agreed otherwise by the Employer.

- (b) The Employer agrees to continue the pay of an employee absent from work on approved Union Business leave for the time the employee is absent from his scheduled work. The Union shall reimburse the Employer for such wage payments upon the receipt of a monthly invoice from the Employer.
- (c) The Employer agrees to grant the Chairperson one (1) day off with pay once per calendar year to attend the annual Chairpersons' meeting at Local 195. The request for time off will be sent to the Employer from Local 195 and signed by an Officer of the Local.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13:1 It is understood and agreed that this Article is intended to provide the basis of a work week and shall not constitute a guarantee of hours of work per day or per week, number of days per week, or a guarantee of work schedules.

13:02 Within each classification and subject to operational requirements determined by the Employer, the Employer will make reasonable efforts to ensure that:

- (a) The bi-weekly scheduling of shifts with respect to available days off and shift preference is done in a fair and equitable manner; by seniority and;
- (b) The scheduled shifts of full time employees is maximized before part time employees are scheduled. However, this provision does not in any way require the scheduling of overtime.
- (c) Employees asked to do room checks will be paid a Lead Hand rate of fifty cents (\$0.50) per hour for all hours worked as Lead Hand.

13:03 There shall be a one-half (1/2) hour unpaid meal break per shift of five (5) hours or more. The meal break shall be scheduled by the Employer. In addition, employees will be entitled to a paid fifteen (15) minute rest period during each half (1/2) shift of four (4) hours duration at a time determined by the Employer and consistent with efficient operations.

However, this Article does not apply where the Employer is not able to assign back-up coverage at the Front Desk.

Due to the seasonality of our business during periods of low business levels. Front Desk employees not able to take their one-half (1/2) meal period shall be paid for such time.

13:04 Subject to Article 13.05, the hours of work for employees shall normally not be greater than:

- (a) Eight (8) hours in a day;

- (b) Five (5) days in the seven (7) day work week of 12:01 a.m. Monday to 12:00 a.m. the following Monday; and
- (c) Forty (40) hours in the work week of 12:01 a.m. Monday to 12:00 a.m. the following Monday. However, where an employee works more than forty (40) hours in the work week of 12:01 a.m. Monday to 12:00 a.m. the following Monday, the employee will be paid overtime at time and one-half (1-1/2) the employee's regular hourly rate.

13:05 Overtime

- (a) The Employer may schedule hours of work in excess of those referred to in Article 13:04 and require employees to work such hours. The Employer shall assign such overtime work by seniority on a rotating schedule to those employees who are qualified to perform the required work. The overtime hours available will be offered to the most senior employee first. Management will note the hours worked or hours refused by the employee in a rotating order of seniority, in order to distribute overtime hours equally within their respective classification.
- (b) There shall be no duplicating or pyramiding of overtime, or other premiums, provided for in this Agreement.
- (c) Only hours actually worked on a holiday will be included in the employee's total weekly hours for the purposes of calculating overtime

13:06 Daily Distribution of Work - Housekeeping

Subject to day-to-day operational requirements, the Employer will, as far as reasonably practicable, allocate rooms among employees scheduled to work on any particular day in an equal fashion. If additional rooms become available, senior employees will have the first right of refusal.

13:07 Minimum Daily Hours of Work - Housekeeping

A Room Attendant who reports for work without being "called-off" two (2) hours before the start of a scheduled shift shall be assigned a minimum of four (4) hours work.

Where a Room Attendant completes his daily assignment of available rooms within four (4) hours of the start of his shift, the Employer may assign the Room Attendant such additional duties, in the sole discretion of the Employer, as may be necessary to provide the Room Attendant with four (4) hours work.

13:08 The Employer will make every reasonable effort to ensure that the bi-weekly schedule is posted one (1) week in advance.

13:09 All employees must notify the department manager and/or the supervisor on duty when terminating their scheduled shift of work.

ARTICLE 14 - BULLETIN BOARD

14:01 The Employer shall provide a lockable bulletin board for posting Union notices. Only notices which have received the prior approval of the General Manager may be posted. The General Manager shall initial notices which he has approved. Such approval shall not be unreasonably withheld. Notices critical of the Employer or which are politically partisan in nature will not be posted.

ARTICLE 15 - STRIKES AND LOCK-OUTS

15:01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slow down or stoppage of or interference with work, either complete or partial. The Employer agrees that there will be no lock-out of employees. The Union agrees if any such action takes place it shall repudiate it forthwith and make all reasonable efforts to cause the employees to return to work.

15:02 The Employer shall have the right to discipline or discharge employees who take part in or instigate any strike, picketing, slowdown, stoppage of or other interference with work or customer service, either complete or partial, contrary to Article 15:01 of this Agreement or the provisions of the Labour Relations Act, 1995.

15:03 The definitions of the terms strike and lock-out in Article 15:01 shall be in accordance with the Labour Relations Act, 1995.

ARTICLE 16 - HOLIDAYS

16:01 Subject to Article 16:02, employees will receive the following holidays with pay:

New Year's	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Day	Birthday
2 Paid Personal Holiday per year (PPH)	

Employees must give two (2) weeks notice in order to schedule a PPH day; unless, otherwise agreed under extenuating circumstances.

16:02 Employees shall be eligible to be paid their normal hourly rate of pay up to a maximum of eight (8) hours for a holiday noted above, provided they:

- (a) have been in the employ of the Employer for three (3) months;
- (b) work the scheduled shift immediately prior to the holiday and the first scheduled shift after the holiday, unless they have received

prior written permission to be absent for one of the qualifying days or they have a satisfactory explanation for their absence;

- (c) have worked and earned wages on at least eight (8) days during the four (4) work weeks immediately preceding the holiday; and
- (d) are on the active payroll of the Employer and not on leave of absence, sick leave, workers= compensation or layoff.

16:03 Time worked on a holiday shall be compensated at a rate of one and one-half (1-1/2) the employee's regular hourly rate of pay. In addition, the employee shall receive holiday pay provided the employee qualifies for that holiday pay under Article 16:02. For Housekeepers, this rate shall be calculated on their incentive rate. This incentive rate shall be calculated on the average of the previous two (2) payroll periods.

There shall be no duplicating or pyramiding of premium pay for overtime worked and hours worked on a holiday.

The employee will have the option of taking another day off in lieu of the holiday. Said day must be mutually agreed to and must be scheduled within thirty (30) days of the holiday worked.

16:04 Provided the employee qualifies for holiday pay under Article 16:02, if one of these holidays falls within an employee's vacation time, the employee is entitled to an additional vacation day or, if mutually agreed, an extra day's pay. The additional vacation day must be agreed upon beforehand by the employee and the Employer.

ARTICLE 17 - VACATION ENTITLEMENT

17:01 Employees shall be entitled to an annual vacation in accordance with the following:

- (a) All employees, who have obtained seniority and have less than five (5) years of service, shall receive two (2) weeks vacation pay at four percent (4%) of their gross pay.
- (b) All eligible employees, who have completed five (5) years of service or more and have less than ten (10) years of service, shall receive three (3) weeks vacation at six percent (6%) of their gross pay.
- (c) All eligible employees, who have completed ten (10) years of service or more and have less than twenty (20) years of service, shall receive four (4) weeks vacation at eight percent (8%) of their gross pay.
- (d) All eligible employees who have completed twenty (20) years of service or more shall receive five (5) weeks vacation pay at ten percent (10%) of their gross pay.

17:02 For each week of vacation entitlement, employees vacation pay shall be calculated on the above percentages as per years of service. Vacation pay will be issued to all employees on a separate cheque. Employees must have taken two (2) weeks vacation in their vacation calendar year in order to maximize their vacation accrual pay out, as long as it has been requested by the employee. Vacation pay will be requested at the same time as the vacation.

17:03 Employees shall submit their request for vacation in writing by March 1st of each year. The Employer will post the approved vacation schedule by May 15th of each year. Vacation requests will be granted based on seniority within each classification, subject to the Employer's operational requirements and the need to maintain minimum staffing levels. If an employee fails to submit a request for scheduled vacation on March 1st, the Employer may unilaterally assign the employee's vacation time.

17:04 Vacations and vacation pay are not cumulative and cannot be carried forward into the next vacation year.

17:05 An employee who has ceased to be employed by the Employer before receiving his\her vacation pursuant to the provisions of this Article, shall receive their vacation pay; in accordance, with the above provisions.

ARTICLE 18 - BENEFIT PLANS

18:01 The Employer agrees to continue to pay two-thirds (2/3) of the premium costs for Group Insurance Benefits for each non-probationary full time employee, in accordance with the terms of the plans. Employee premium payments (one-third (1/3) of the premium costs) will be deducted directly from the employee's regular pay. All benefits are as more particularly described in the applicable plan documents for the Group Insurance Benefits.

18:02 The Employer's sole obligation under Article 18 is restricted to the payment of a portion of premiums. Employees should refer to the plan documents to identify the limitations and exclusions of the various plans. Any dispute over payment of benefits under any plan or policy shall be adjusted directly between the employee and the insurer concerned.

18:03 For an employee who is not actively at work, the Employer shall only be required to remit its portion of premium payments for the month following the month in which the employee ceases to be actively employed, subject to any requirements under applicable legislation.

18:04 This Article applies only to full time employees.

18:05 During the life of this Agreement, the Employer reserves the right to change insurance carriers from time to time, subject to ensuring that the general overall level of benefits is not reduced.

18:06 Prescription Plan drug card - pay direct;

Employee life - \$30,000.00;

Spousal life - \$20,000.00;

Child life - \$20,000.00;

AD&D - \$30,000.00;

Vision Care Plan

Based on \$200.00 two (2) years per covered individual.

Eye exam fifty dollars (\$50.00) every two (2) years per covered individual.

The Company will provide updated benefit booklets and/or addendums to all employees.

ARTICLE 19 - HEALTH AND SAFETY

19:01 The Employer, the Union and the employees agree to co-operate in the prevention of accidents and the promotion of safety and health of the employees during the hours of their employment.

19:02 It is the responsibility of each employee to work safely, to perform his job properly in accordance with established procedures.

19:03 The Employer, the Union and the employees agree to comply with the provisions of the Occupational Health & Safety Act.

19:04 During the term of this Agreement, the Joint Health and Safety Committee will be maintained in accordance with current practices.

19:05 As a matter of policy the Company is committed to maintaining an injured employee=s dignity and self respect by providing opportunity for the individual to be productive in the workplace through a temporary Modified Work Program.

ARTICLE 20 - WAGES AND CLASSIFICATIONS

20:01 Job classifications and wage rates are set out in the attached Schedule "A" to this Agreement. (See Schedule "A")

20:02 Housekeeping - Room Attendants (See Schedule "A")

(a) Room Attendants shall continue to work under the Employer's performance bonus/incentive system, subject to receiving a base hourly rate not less than the applicable hourly rate set out in Schedule "A" to this Agreement.

(b) Room Attendants shall continue to maintain performance levels historically established by the Employer (i.e. 2.2 to 2.4 rooms per hour according to Employer records). Room Attendants shall also continue to achieve and maintain the quality of performance,

promptness and efficiency necessary to meet the Employer's Hotel Standards.

20:03 Reporting for Work

- (a) Subject to paragraph (b), where an employee reports for his scheduled shift and there is no work, the employee shall be paid four (4) hours at his regular rate of pay.
- (b) Paragraph (a) does not apply if:
 - (i) the Employer has made a reasonable effort to notify the employee not to report for work at least two (2) hours before the start of his scheduled shift;
 - (ii) the lack of work is due to fire, flood, power failure, or other cause, clearly beyond the control of the Employer;
 - (iii) the employee does not report for work on time; or
 - (iv) the employee requests or agrees to leave work before the end of the shift.

20:04 Call Back

Where an employee who has completed his shift is called back to work after leaving the Employer's premises, he shall be paid a minimum of four (4) hours at his regular rate of pay.

20:05 Employees' pay cheques will be available on Thursdays, bi-weekly, after 2:00 p.m. The Company at the present time is not set up for weekly payroll; however, if this becomes possible in the future it will be implemented. If requested by an employee, the Company will endeavour to correct payroll errors of four (4) hours or more as quickly as possible before the next payroll.

20:06 During the probationary period employees shall receive eighty percent (80%) of their classification rate until completion of the probationary period at which time they shall receive full rate. This probationary rate will only apply to new hires, and will not affect any employees who transfer to other positions within the bargaining unit.

ARTICLE 21 - GENERAL

21:01 It shall be the responsibility of each employee to notify the Employer promptly in writing of any change of address or telephone number.

Letters sent by the Employer to the address on record or telephone calls to the telephone number on record will be deemed to be received by the employee and shall satisfy any obligation on the Employer to provide notice to the employee under any provision of this Agreement.

21:02 All references to "days" in this Agreement mean "calendar days", unless specified otherwise.

21:03 The Employer will continue its current uniform practice during the term of this Agreement.

ARTICLE 22 - TERM

22:01 This Agreement shall become effective as of July 17, 2013, and shall continue in effect up to and including July 16, 2017. If either party wishes to negotiate a renewal of this Agreement, that party must give written notice to the other, not more than ninety (90) days prior to the expiry date, of its desire to enter into negotiations and both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure a renewal.

Signed at Windsor, Ontario this 21 day of January, 2014.

COMFORT INN & SUITES

UNIFOR AND LOCAL 195

P. Bachand

Dick Raparte
Rose-Marie Thibert

cope343/dd

LETTER OF UNDERSTANDING #1 - RE: TEMPORARY POSTINGS

Notwithstanding Article 11:02 the parties have agreed that in cases where employees may be absent for more than thirty (30) days the Company will post such vacancies on a temporary basis and it is further understood and agreed that successful applicants for temporary vacancies will return to their former classification when the original incumbent returns to work.

LETTER OF UNDERSTANDING #2 - RE: GRIEVANCE COMMISSION

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

- (a) The Company and the Union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a grievance Commissioner (where more than one, acting in rotation) who will set aside such time as may be requested by the Company and the Union to consider and determine grievances referred hereunder for final and binding resolution. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Article 10.
- (b) Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out hereto.
- (c) The decision of the Grievance Commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Grievance Commissioner shall:
 - (i) be consistent with the provisions of this Agreement
 - (ii) be confined to the grievance referred to him.
- (d) The Union and the Company shall each be responsible for one half the expenses of any fees payable to the Grievance Commissioner.
- (e) The parties, when referring a grievance to a Grievance Commissioner shall also provide him with the summary of the decisions at Step 2 & 3.
- (f) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to reply provided that such are mailed not less

than ten (10) days before the commencement of the hearings of the Grievance Commissioner.

- (g) The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the Grievance Commissioner before the commencement of the hearing.
- (h) The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.
- (i) The Grievance Commissioner must render a decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after the decision has been rendered, the Grievance Commissioner shall deliver brief reasons but such reasons shall not form part of the decision.
- (j) The Grievance Commissioners, who will sit on a rotation basis shall be determined mutually by the parties.

LETTER OF UNDERSTANDING #3 – SUBSTANCE ABUSE

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

The Company and the Union recognize the importance of a continuous co-operative effort between its Management and the Unifor officials and members in this regard, and it will be appropriate for the Unifor and the Company to review and discuss these problems from time to time, with a view to providing (non-financial) assistance to addicted employees, consistent with these employees' attitudes toward their problem.

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

LETTER OF UNDERSTANDING #4 – RE: REPRESENTATION FUND

The Company will pay monthly into a special fund one cent (\$0.01) per hour per employee for all compensated hours to the Local Union for the

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

In addition, this fund will be used to maintain the Local=s fitness centre for its members and their families and for a social justice fund.

LETTER OF UNDERSTANDING #5 – RE: UNIFORMS

All full time employees will receive three (3) uniforms, all part time employees shall receive two (2) uniforms, paid by the employer annually, as needed. Employee comfort will be taken into consideration when uniforms are selected. All uniform standards are brand mandated and must be adhered to at all times.

LETTER OF UNDERSTANDING #6 – RE: REFUNDABLE BOTTLES

Housekeepers may take home any empty refundable bottles in their assigned rooms. Empty refundable bottles in carry-over rooms will belong to the Housekeeper who cleans the room. No other items will be removed without the written permission of the General Manager.

LETTER OF UNDERSTANDING #7 – PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund, two hundred dollars (\$200.00) per year of the agreement for the purpose of providing paid education leave. Such leave will be for upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid to the National Union, Unifor effective from the date of ratification and sent by the employer to the following address: Unifor Paid Education Leave Program, Unifor Family Education Centre, R. R. #1, Unifor Road 25, Port Elgin, Ontario, N0H 2C3.

The Employer further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time when necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave of absence.

LETTER OF UNDERSTANING #8 – RE: LAYOFFS AND REDUCED WORK WEEKS RELATED TO LOW OCCUPANCY

During periods of low occupancy, full time attendants, in order of seniority will be entitled to maximize hours under Article 13:02 to maintain their full time status as defined in Article 2 of the Collective Agreement. Full time room attendants that do not have enough regular hours to maintain their status will have the option to either go to part time status or request a layoff.

It is also understood that during these periods, any employee who has had their regular hours of work eliminated for a period of longer than two (2) weeks, will be entitled to request a Record of Employment for the purpose of collecting Employment Insurance. Employees who have had a significant reduction in regularly scheduled hours may also request a Record of Employment, and such request will not be unreasonably denied.

During periods of low occupancy the house person will be allowed to work outside of her classification provided hours of work are not reduced in other classifications.

LETTER OF UNDERSTANDING - #9 - ROOM CHECKER

It is agreed that Anna Dislippe will continue to perform the room checker duties as per current practice at the rate of Room Attendant plus the premium in 13:02(c). Should Anna Dislippe successfully apply for another classification or leave her employment, the employer will not be required to fill the vacancy.

SCHEDULE "A" - CLASSIFICATIONS AND WAGE RATES

Classification	July 17 th , 2013 \$0.50	July 17 th , 2014 \$0.35	July 17 th , 2015 \$0.35	July 17 th , 2016 \$0.30
Front Desk	\$13.55	\$13.90	\$14.25	\$14.55
Maintenance	\$13.45	\$13.80	\$14.15	\$14.45
Laundry	\$12.27	\$12.62	\$12.97	\$13.27
House Person	\$12.10	\$12.45	\$12.80	\$13.10
Room Attendant	\$13.69	\$14.04	\$14.39	\$14.69
Queen Room	\$5.24	\$5.24	\$5.24	\$5.24
Double Room	\$5.60	\$5.60	\$5.60	\$5.60
Suite	\$10.02	\$10.02	\$10.02	\$10.02

July 17th, 2013: \$0.50 per hour all classifications;
 July 17th, 2014: \$0.35 per hour all classifications;
 July 17th, 2015: \$0.35 per hour all classifications;
 July 17th, 2016: \$0.30 per hour all classifications.

Wage Grid for new hires after date of ratification only:

	Start	12 Months	24 Months	36 Months
Front Desk	86%	89%	96%	100%
Maintenance	86%	89%	96%	100%
Laundry	93%	95%	96%	100%
Room Attendant	84%	86%	91%	100%
House Person	94%	95%	97%	100%

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