

COLLECTIVE AGREEMENT

Between:

COMFORT SUITES DOWNTOWN

(hereinafter called "the Company")

-And-

CAW-CANADA AND ITS LOCAL 195

(hereinafter called the "Union")

May 8, 2013 to May 7, 2016

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Nanda's Holdings Limited (c.o.b. Comfort Suites) downtown Windsor save and except supervisor's, those above the rank of supervisor, office and sales staff.

All employees to include Housekeeping and Front Desk.

- 2.02 1. *"Full-Time employee"* means an employee employed in the bargaining unit as described in Article 2.01, who regularly works more than twenty-four (24) hours per week.
2. *"Part-Time employee"* means an employee employed in the bargaining unit described in Article 2.01, who regularly works twenty-four (24) hours per week or less.
3. (a) The parties recognize that the nature of the Employer requires the use of part time employees to meet the demands of its business. The parties further recognize the preference of the Union to have as many full time employees as is reasonable in the business.
- (b) The employer agrees not to use part-time employees in a fashion so as to erode full-time positions.
- 2.03 Co-op students and other persons who are not employed for compensation by the Company shall not be used to perform bargaining unit work if doing so would directly result in the reduction in the hours of work of bargaining unit employees.

- 2.04 A person employed by the Company who is not part of the bargaining unit shall not normally perform bargaining unit work, except for those duties presently performed by the Front Desk Manager and the Housekeeping Manager and in unforeseen circumstances, such as last minute bookings and/or for training purposes.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Except as and to the extent specifically modified by this agreement, all rights and prerogatives of management are retained by the Company and remain exclusively within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

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

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

ARTICLE 4 – RELATIONSHIP

- 4.01 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or the Union, or by any of their representatives, with respect to membership or non-membership in the Union.

The Union agrees that no Union member will conduct Union activities on the premises of the Company except as specifically permitted by this agreement or with the written permission of the Company.

- 4.02 The Company and the Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, ethnic origin, colour, religion, and record of offences.
- 4.03 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code. The right of an employee to rely upon the provisions of the Ontario Human Rights Code in a grievance under this agreement shall not be limited.
- 4.04 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members and officers of the Union and to participate in its activities.
- 4.05 The Union agrees that, except as provided for in this agreement, there shall be no Union activity on the premises of the Company during the employees working hours except by agreement of the Company.
- 4.06 Authorized representatives of the National or Local Union shall be permitted to enter the premises of the company at reasonable times for the purpose of conducting its business. All requests for entry shall be directed in advance to the Owner\General Manager. Entry shall not be refused unreasonably.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

- 5.01 (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. For purposes of this agreement, the payment of union dues shall be deemed to constitute membership in the Union.
- (d) By the fifteenth (15th) of the following month, the Employer will remit by cheque to the Financial Secretary of Local 195 CAW 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, lay-off or recall in that month.
 - (v) Employees, if any, who lost seniority in that month, and
 - (vi) This information to be sent to the Local by hard copy or electronically, at the request of the Local Union.

- 5.02 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 5.01.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 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.

One (1) will be from Front Desk and one (1) from Housekeeping.

- 6.02 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

- 6.03 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.

- 6.04 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.

- 6.05 (a) 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.
- (b) The Employer will pay for time spent in bargaining up to a maximum of two (2) days preparation time for the Committee members to prepare for bargaining.

- 6.06 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 permission is requested by the Union and granted by the General Manager, or his designate, prior to the representative's arrival at the location.
- 6.07 The Employer agrees to grant the Chairperson one (1) day off with pay to attend the Annual Chairperson's Seminar at Local 195. The request for time off will be sent to the Company from Local 195 and signed by an Officer of the Local.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 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.
- 7.02 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 employees 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.

7.03 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.

- 7.04 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.

7.05 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 8 – ARBITRATION PROCEDURE

8.01 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.

8.02 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.

8.03 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.

8.04 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.

8.05 The parties agree that the steps, time limits and conditions specified in Articles 7 and 8 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.

COMMISSIONER SYSTEM

- (a) *Commissioner System:* As an alternative to the regular arbitration procedure provided for herein, the parties may agree, in writing, to refer a grievance for final and binding arbitration to a Grievance Commissioner, selected by mutual agreement of the parties. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator appointed pursuant to the regular arbitration procedures provided for herein.

- (b) Through the Grievance Commissioner, the parties desire an 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 as follows:
- (i) The decision of the Grievance Commissioner shall be confined to the grievance referred to him or her. Such decision must be consistent with the provisions of this agreement, and the Grievance Commissioner shall have no power to alter, modify or amend any part of this agreement.
 - (ii) The decision of the Grievance Commissioner shall only apply to the case before him or her and shall not constitute a precedent or be used by either party as a precedent in any future cases. However, with respect to the case in question, the Grievance Commissioner's decision shall be final and binding upon the Company, the Union and the employees represented by the Union.
 - (iii) The Union and the Company shall each be responsible for one half of any fees or expenses charged by the Grievance Commissioner.
 - (iv) The parties shall meet at least thirty days prior to the scheduled hearing date set by the Grievance Commissioner in order to determine what facts can be agreed upon. All such facts will be put together in a Joint Agreed Statement of Fact by the parties. In addition, a joint Statement of Evidence will be prepared by the parties which will outline all facts and assertions that cannot be agreed upon that each party considers relevant and intends to call evidence in respect of at the hearing of the case. Both the Agreed Statement of Fact and the Statement of Evidence will be signed by both the Company and the Union and will be provided to the Grievance Commissioner at least ten (10) days before the commencement of the grievance hearing.
 - (v) 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.

- (vi) The Grievance Commissioner shall be required to render his decision, in writing, together with brief written reasons, within seven (7) days of the conclusion of the hearing.
- (c) It is understood and agreed that no grievance will be referred to a Grievance commissioner without the mutual agreement, in writing, of the Company and the Union. In the absence of such mutual agreement, all grievances will be referred for final and binding determination pursuant to the regular arbitration procedure set out in this agreement.
- (d) It is understood and agreed that any grievance that is mutually agreed to be referred to a Grievance Commissioner cannot be unilaterally withdrawn by the Company or the Union from that process and referred to arbitration pursuant to the regular arbitration procedure contained in this agreement, either before a decision has been rendered by the Grievance Commissioner or at any time thereafter.

ARTICLE 9 – DISCIPLINE

9.01 When discipline (written warning, suspension and discharge) is to be imposed by the Employer, said discipline shall be imposed promptly upon the Employer becoming aware of the offence or issue giving rise to the discipline. In all cases the Employer, where it is practicable to do so, will endeavour to administer discipline within ten (10) days of the act or omission giving rise to the discipline.

Step One – Verbal reprimand.

9.02 An employee being given a written warning, suspension or notice of discharge shall, upon request, have the right to union representation. Representatives of the Union will not be unreasonably unavailable so as to prevent or interfere with the disciplinary action.

9.03 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.

9.04 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 appropriate rate of pay by the Company for all time spent while dealing with that particular discipline.

- 9.05 A copy of all written disciplinary actions must be given to the employee concerned and to the Union Committee person.

ARTICLE 10 – NO DISCRIMINATION\HARASSMENT

- 10.01 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*.
- 10.02 The Union and the Employer recognizes 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 is known or ought to be known to be likely to be offensive or humiliating. This includes any form of unlawful discrimination as laid down by the Ontario Human Rights Commission.

The Union and the Employer will not tolerate discrimination or harassment on the grounds of race, nationality, or ethnic origin, colour, religion or creed, age, sex (including pregnancy and childbirth), marital status, family status, mental or physical disability, pardoned conviction, sexual orientation, aboriginal origin, political affiliation, or any other grounds specific to the province of Ontario.

Sexual harassment is one form of workplace harassment and is defined as: Any conduct, comment, gesture, or contact of 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 elected person or official. 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 Local Union President and the unit chairperson must contact the CAW National Representative, and if necessary, they will meet with a senior Company representative to carry out the investigation.

The individual will be requested to put their complaint in writing, giving precise and detailed information on the nature of the behaviour\language in question including witnesses, if any, and a formal disciplinary 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\operationally until the investigation is complete.
- (4) All employees are 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.

- (5) Employees are also advised that the existence or implementation of this policy does not foreclose upon their rights to pursue their own remedies against alleged offenders.

These remedies include private legal remedies, grievances or complaints under applicable legislation.

ARTICLE 11 – SENIORITY

- 11.01 Seniority shall be defined as length of service within the bargaining unit. Subject to other provisions in this agreement.
- 11.02 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.
- 11.03 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.
- 11.04 In March of each year, a full-time employee and part-time employee seniority list shall be prepared and posted by the Employer.
- 11.05 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 three (3) 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 three (3) months from the date of such appointment. This Article applies only once during each employees employment with the Employer.
- 11.06 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) Retires.
- (c) Is discharged for just cause and not reinstated pursuant to the Grievance and/or Arbitration procedures.
- (d) 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).
- (e) Fails to return to work on the date agreed upon after the completion of a leave of absence, (unless circumstances prevent their return and they notify their employer) or uses an approved leave of absence for purposes other than that given as the reason for the leave.
- (f) Is absent without leave for three (3) working days and without a satisfactory explanation, or
- (g) Is laid off and not recalled for a period of twelve (12) months or such longer period as is equal to the Employees seniority at the time of layoff to a maximum of thirty six (36) months.

ARTICLE 12 – LAYOFF AND RECALL

- 12.01 (a) Subject to paragraph (b), in the event of a lay-off, the Employer shall reduce the workforce in the affected classification in the following sequence:

First - lay-off employees who have not completed their probationary period in accordance with Article 11.02.

Second - lay-off part-time employees; by seniority.

Third - lay-off full-time employees; by seniority.

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

- (b) In determining which employees 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.

12:05 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.

ARTICLE 13 – JOB POSTING

13.01 In the event that new jobs are created or vacancies occur within the bargaining unit, the Employer shall post a notice of such new job or vacancy for a period of seven (7) working days before new employees are hired, in order to allow employees with seniority to apply.

13.02 (a) The Employer, in filling such new job or vacancy shall give preference to the employee having the greatest seniority, provided the employee is willing and able to perform the job. The successful candidate for a job posting will be given a thirty (30) working day training period. If, during this thirty (30) working day period, the Company determines that the employee is not capable of performing the work adequately, or if the employee decides he does not want the job, he will be returned to his previous classification without loss of seniority.

(b) Unless the Employee or the Employer has decided to return the Employee to his\her former position sooner, the Employer will evaluate the employee's job performance at the 15th day of the trial period. If in the company's estimation the employee is not satisfactorily performing the job they will be notified on the aspects of the job that requires improvement.

13.03 The Employer and the Union recognize the potential problem of the employees who have been incapacitated as a result of injury or disease and undertake to make their best efforts to provide work for such employees as may be available, subject regard to the seniority provisions of the agreement, and subject to the employees seniority being applicable to a layoff.

13.04 Copies of all job postings and job applicants with the successful bidder will be given to the union chairperson.

13.05 Successful applicants will be notified within five days of the job posting being awarded by the company.

- 13.06 Probationary employees do not have the right to bid on job postings.
- 13.08 Any employee who is disqualified from a job posting will be given notice in writing, upon request, stating the reason for the disqualification.
- 13.09 The Employer shall mail out copies of all full time job postings to Employees who are absent from work on an approved leave of absence at the time of the job posting.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 The Company may grant a personal leave of absence without pay to any seniority employee for legitimate personal reasons. An employee shall continue to accumulate seniority while on leave of absence. A leave of absence shall not exceed thirty (30) working days in a twelve (12) month period. Requests for leave under this article shall not be unreasonably denied.

A seniority employee requesting a leave of absence shall do so in writing at least two (2) weeks prior to the commencement of the requested leave, except in cases of emergency. The company will respond to such a request in writing within one (1) week. The Company will provide the Union with a copy of a leave of absence authorization form.

14.02 BEREAVEMENT LEAVE

- (a) The employer will pay for time lost, of three (3) consecutive working days' pay at his/her straight time, hourly rate, to a seniority employee who has been absent from work due to a death in the immediate family - mother, father, brother, sister, spouse, child, grandchild, mother-in-law, father-in-law, grandparent, stepchild, son-in-law, or daughter-in-law.

If death occurs in the employees immediate family (mother, father, brother, sister, spouse, child, grandchild, mother-in-law, father-in-law, grandparent, stepchild, son-in-law, or daughter-in-law) while on approved vacation.

The employee will notify the Company of the death and date of funeral, and will be allowed to re-schedule up to three days off with pay, at a future date as agreed upon with the company.

(b) The Employer will pay for time lost, for a maximum of one (1) working days' pay at his\her straight time, hourly rate, to and including the day of the funeral, to a seniority employee who has been absent from work due to the death of the employees sister-in-law, brother-in-law, stepparent or stepparent of a current spouse, stepsister, stepbrother or grandparent of a current spouse.

(c) For the purposes of this Article only, the Company will recognize a common-law relationship provided the employee has supplied the Company with a written record of the common-in-law relationship.

Common-law relationship will include any relatives as though they were legally married. Once common-law relationship is established, all previous in-law relationship will not be excused for bereavement.

(e) Should an employee request a leave of absence from the Employer for additional time off in the event of a death in immediate family, the Employer agrees that such leave may be granted without pay in accordance with Article 15.01.

(f) In the event of death in an employees family not covered above, the employee will be granted one (1) day off without pay in order to attend the funeral.

14.03 **INCARCERATION LEAVE**

(a) The Employer will grant a leave of absence to any employee who is convicted under the provisions of the Highway Traffic Act (Ontario) relating to offences arising out of the operation of a motor vehicle (the same to include driving a motor vehicle while intoxicated) if the employee is sentenced or charged to a term of imprisonment of not more than thirty (30) days. Such leave of absence shall be unpaid.

14.04 **PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund one cent (0.01¢) per employee for all compensated hours for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions.

Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the company to the National Office at 205 Placer Court, Willowdale, Ontario M2H 3H9.

The Company further agrees that members of the bargaining unit selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty one (21) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave.

Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

14.05 **UNION LEAVE OF ABSENCE**

Upon written request of the Employer by the Union, the Employer will grant a leave of absence without pay and without loss of seniority to an employee acting as a representative of the Union in connection with other Union activities. Such request shall be given to the Employer within a reasonable time period to the commencement of said leave. Any member of the bargaining unit that is granted a union leave of absence without payment from the Company will be credited with the lost hours for pension, if any, and vacation purposes as though they were at work.

The Employer will grant a leave of absence to any employee to serve in a full time position with the National or Local Union. Such leave of absence shall be requested by the Union, in writing, and shall be for a period of up to three (3) years, and may be extended upon request from year to year thereafter. In the event the return from such leave, the employee shall return to the job from which he/she was granted leave. The Employer shall not be required to pay the premium for any of the group benefits with the exception of pension if applicable of the employee during any such leave of absence but seniority and pension credits, if any, shall accumulate during such leave.

14.06 **PREGNANCY\ PARENTAL\ ADOPTION LEAVES**

An employee will be granted a pregnancy and/or parental leave in accordance with the requirements of the *Employment Standards Act, 2000 (Ontario)* ("ESA"). Seniority will continue to accumulate throughout the entire period of pregnancy/parental leave.

14.07 **JURY DUTY AND SUBPOENAED WITNESS**

Where an employee with seniority is called to and reports for jury duty, or is called to testify as a subpoenaed Crown witness.

He shall be paid the difference between the pay he receives for such duty or testimony and the pay he would have received for an eight (8) hour day at his regular hourly rate for such time lost. Seniority and pension rights will continue to accumulate.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

15.01 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.

15.02 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, 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.

15.03 There shall be a one-half ($\frac{1}{2}$) hour paid 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 ($\frac{1}{2}$) 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.

15.04 Subject to Article 16.05, 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.

(c) Forty (40) hours in the work week. Where an employee works more than forty (40) hours in a week, the employee will be paid overtime at time and one half ($1\frac{1}{2}$) the employees regular hourly rate.

15.05 **OVERTIME DISTRIBUTION**

- (a) The Employer may schedule hours of work in excess of those referred to in Article 16.04 and require employees to work such hours. The Employer shall assign such overtime work on a rotating schedule to those employees who are qualified to perform the required work. Management will note the hours worked or hours refused by the employee on a rotating basis, 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.

15.06 **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.

15.07 **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.

- 15.08 The Employer will make every reasonable effort to ensure that the bi-weekly schedule is posted one (1) week in advance.
- 15.09 All employees must notify the department manager and/or the supervisor on duty when terminating their scheduled shift of work.

ARTICLE 16 – BULLETIN BOARDS

- 16.01 The employer shall provide a bulletin board for posting Union notices.

ARTICLE 17 – HOLIDAYS

17.01 Subject to Article 18.02, employees will receive the following holidays with pay:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	1 PPH per year

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

17.02 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 their scheduled shift prior to the holiday and their 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 twelve (12) 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 lay-off.

17.03 Time worked on a holiday shall be compensated at a rate of one and one-half (1½) the employees regular hourly rate of pay. In addition, the employee shall receive holiday pay provided the employee qualifies for that holiday pay under Article 17.02.

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

If the employer and the employee agree, the employee can work the holiday at the employee's regular rate of pay and be scheduled for 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.

- 17.04 Provided the employee qualifies for holiday pay under Article 17.02, 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 18 – VACATION ENTITLEMENT AND PAY

- 18.01 Employees shall be entitled to an annual vacation in accordance with the following:

- (a) All employees, who have completed one (1) year of service 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 shall receive four (4) weeks vacation at eight percent (8%) of their gross pay.

- 18.02 For each week of vacation entitlement, employee's 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. Vacation pay will be paid, prior to going on vacation.

- 18.03 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, vacation requests will be granted on a first come, first serve basis.

- 18.04 Vacations are not cumulative and cannot be carried forward into the next vacation year.

18.05 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 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. Company agrees to arrange WHMIS and First Aid Training as soon as possible.

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 The Company will establish and maintain a Joint Health and Safety Committee.

19.05 As a matter of policy the Company is committed to maintaining an injured employees 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

All employees with three (3) or more months of service will receive a fifteen cent (0.15¢) wage increase effective upon ratification as well as a ten cent (0.10¢) increase in year 2 and fifteen cent (0.15¢) in year 3 of this agreement.

Wage Rates and Classifications:

Employees hired after the date of ratification will be paid as follows below:

Front Desk Starting Wage:

START	6 Months	12 Months
\$10.25	\$11.54	\$12.75

Housekeeping starting wage:

START	6 Months	12 Months
\$10.25	\$11.15	\$12.25

YEAR 1	YEAR 2	YEAR 3
0.15¢	0.10¢	0.15¢

- * Company to commit to maintaining \$1.00 Reservation Bonus for life of agreement.

Night Shift Premium of fifty-five cents (0.55¢) an hour for all hours worked between 11:00 p.m. and 7:00 a.m.

Employees pay cheques will be available on Thursdays, bi-weekly.

Bar rate of \$89.99 and above only, paid after guests checkout paid monthly as bonus without taxes.

ARTICLE 21 – REPORTING PAY

21.01 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.

ARTICLE 22 – CALL BACK PAY

22.01 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.

ARTICLE 23 – GENERAL

23.01 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.

23.02 All references to "*days*" in this agreement mean "*calendar days*", unless specified otherwise.

23.03 All employees will receive two (2) uniforms a year paid for by the employer.

23.04 Gloves will be paid for and provided by the employer, as needed by the employees.

ARTICLE 24 – COPIES OF THE CONTRACT

24.01 The Union will produce copies of the agreement to provide to all of the employees.

ARTICLE 25 – STRIKES OR LOCKOUTS

25.01 The Company agrees it will not cause or sanction a lockout and the union agrees it will not counsel or authorize any strike during the lifetime of this agreement. Further, the Company and the Union agree to abide by the Ontario Labour Relations Act with respect to strikes and lockouts.

ARTICLE 26 – DURATION

26.01 This agreement shall become effective as of May 8, 2013 and shall continue in effect up to and including May 7, 2016.

26.02 This agreement shall remain in effect until the new agreement has been negotiated and signed, or until the Union begins strike action, or the Company locks out its workers pursuant to the Labour Relations Act of Ontario.

FOR CAW LOCAL 195

Barry L. Harte - Chairman

LETTERS OF UNDERSTANDING

The Local Union will make their Substance Abuse Representative available to assist any employees who are suffering from substance abuse.

LETTER OF UNDERSTANDING – RE: REPRESENTATION FUND

The Company will pay monthly into a special fund of one cent (0.01¢) per hour per employee for all compensated hours to the Local Union for the purpose of representation 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, for a community services (donations) fund, for a substance abuse fund and for a scholarship fund for the children of our members.

LETTER OF UNDERSTANDING – RE: GUEST GIFTS

During negotiations the parties discussed the protocols for dealing with guest gifts, used and unused liquor, beer and pop bottles\cans and items left in guest rooms. The parties have committed that they will, within two (2) months following ratification, finalize and post a jointly agreed policy setting out the above protocols.

LETTER OF UNDERSTANDING – RE: STAFF MEETINGS

Employees will be paid at the applicable hourly rate for all time spent in attendance at compulsory staff meetings.

Employees not scheduled to be working immediately before or immediately following a compulsory staff meeting will receive a minimum of two (2) hours pay at their regular non-overtime rate for their attendance.

LETTER OF UNDERSTANDING – RE: FULL-TIME EMPLOYMENT AND SCHEDULING

During negotiations the Employer advised the Union of its commitment to maintain a minimum complement of three (3) full-time front desk and one (1) full-time housekeeping positions. The full-time positions will be offered to employees within thirty (30) days of ratification of the collective agreement and will be offered to employees in order of their seniority within the relevant classification.

Where possible, the Employer will endeavour to schedule full-time staff for five (5) consecutive days of work followed by two (2) consecutive days off.

In return the Union acknowledges that, while the Employer has a practice of attempting to take into account individual preferences and restrictions when scheduling, some rotation of shifts and working days is a necessary component of operating a business in the hotel industry.

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