

Hotels Agreement

between

**Canadian Niagara Hotels Inc.**

(Hereinafter referred to as "The Company")

and

**Hotel Employees and Restaurant Employees Union, Local 75**

(Hereinafter referred to as "The Union")

Effective: December 15, 2002

Terminates: January 5, 2006

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# HOTELS COLLECTIVE AGREEMENT

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## ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Collective Agreement is to provide lawful and orderly bargaining Relations between the Company and its employees covered by this Collective Agreement through the Union, to secure prompt disposition of grievances, to eliminate interruption of work and interface with the efficient operation of the company's business, and to maintain fair wages, hours and working conditions for the said employees, all as set forth in the Collective Agreement.
- 1.02 The Company and the Union cannot and will not condone discrimination or personal harassment that is based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap, or for any other grounds declared unlawful by Ontario Human Rights legislation.

Harassment exists if any conduct, comment, gesture or contact based on any ground stated above, occurred in a context that may cause offence or humiliation, or may be perceived as a condition of hiring, advancement, or continuation of employment.

Personal harassment engaged in by any employee is a serious offence and will make the employee subject to discipline, up to and including discharge.

## ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 *The Company recognizes the Union as the exclusive bargaining agent for all employees regularly working within the Sheraton on the Falls Hotel and Conference Center" at 5875 Falls Avenue, the Brock Plaza Hotel at 5685 Falls Avenue, and the Skyline Inn, 4800 Bender Hill, Niagara Falls, Ontario within the hotel structures at September 10, 1996 working in Classifications listed on Schedule A, save and except Supervisors, persons above the rank of Supervisor, office, retail, entertainment and attractions staff, and employees covered by subsisting collective agreements.*

(\* Convention/Banquet staff- Floors 3 & 5 only)

For further clarification, this agreement shall not include the current building known as the Hard Rock Club, the retail shopping area within any of the hotels as at December 2, 1999, the CNH Parking Garage, or the Attractions/Entertainment level (Level 2 – Upper Lobby) of the Sheraton hotel, or any restaurant or similar food facility located within the Conference Center.

The Sheraton Conference Center and the Brock banquet departments shall be separate departments for the purposes of Article 1.01 of the Banquet Addendum.

- 2.02 No employee in classifications as shown in Article 24 and the Banquet Addendum or as amended, can be removed from the bargaining unit while continuing to perform duties under each classification.

2.03 In the event that the Company introduces a new classification that is not listed under Article 24 Classifications and Rates of Pay, the Company shall include the new classification into the Collective Agreement. The Company shall set a rate for the new classification and notify the Union within seven (7) days of the commencement of the classification. The Union may, within ten (10) days of being notified, request a meeting with the company to discuss the rate. If no agreement is reached, the Union may, within thirty (30) days of notification, file a grievance contesting the rate and refer it to arbitration pursuant to the procedures established in this Collective Agreement. Any new classification introduced shall not assume any supervisory responsibilities.

2.04 The Company agrees that management and employees who are not covered by this agreement will not perform work that is performed by members of the bargaining unit except in cases of emergency,

2.05 It shall be established that employees shall not perform work out of their classification, however, the Union and the Company agree that from time to time conditions necessitate this action. This shall not however be intended to displace an employee.

### **ARTICLE 3 – RELATIONSHIP**

3.01 All Employees within the scope of the bargaining unit shall apply for membership in the Union.

3.02 The Company will provide all new employees with application for membership in the Union upon completion of the probationary period. Employees may elect to indicate their home address, telephone number and SIN number.

3.03 The Union agrees to accept into membership all such new employees.

3.04 Initiation fees shall be deducted from the paychecks of new union members on the basis of fifty-percent (50%) of the total initiation fee deducted from each of the first two (2) pay periods following the completion of an employee's probationary period.

3.05 The sums deducted from Union dues and initiation fees shall be forwarded to the Union within 14 days of the last pay period in each month. Said remittances shall accompany a statement showing all employee names, SIN number (where employee privacy is waived by the employee) and accumulated total deduction for initiation fees and dues for each employee.

## ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges the exclusive function of the Company generally to manage the enterprise in which it is engaged and particularly to:
- a) maintain order, discipline and efficiency;
  - b) Hire, discharge, transfer, promote, demote or discipline employees provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance **and** dealt with as hereinafter provided.
  - c) It is agreed that the Company may issue and enforce from time to time reasonable rules and regulations copies of which shall be posted at the time of issue.

It is understood that these rights shall not be exercised in a manner inconsistent with the terms of the Collective Agreement.

- 4.02 In order that Management's rights to maintain efficiency, as referred to in paragraph a) above, may be fully effectuated, and that there may be full cooperation between the Company and its employees, it is agreed that all officers of the Union, in any way concerned with the operation of the Collective Agreement, as well as Union Stewards and Committee Members, will not encourage and will actively discourage any inefficiency or malpractice on the part of an employee or group of employees.
- 4.03 It is the Management's intention not only to require efficiency, but also to promote the efficiency of its employees, and wherever possible, to institute and maintain training programs with a view to the selection for advancement of employees who display interest, aptitude and efficiency.

## ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Company will, upon reasonable notification to the Human Resources Manager, or delegate, or the Duty Manager, permit reasonable access to designated areas of its premises by an accredited Union representative for the purpose of business connected with the Union, providing said business shall not interfere with the operations of the department concerned.
- 5.02 The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of shop stewards to assist employees in presenting their grievances to the representatives of the Company. There shall not be more than one (1) Steward per department in each location; in the food and beverage departments there shall be allowances for one (1) steward to represent front of the house employees and one (1) steward to represent back of the house employees in each property. The Union shall notify the Company immediately in writing of any changes in the personnel of the Stewards before the Company shall be required to recognize them.
- 5.03 Any employee or Steward shall not leave his/her working place to attend to Union business, or to service a grievance until he/she has secured permission from his/her Supervisor, which shall not be unreasonably withheld. When resuming their regular work, they shall report to their Supervisor. Such business shall be between the Union and the Company.
- 5.04 The company agrees that there will be no recrimination practiced against Stewards for carrying out their functions on behalf of the Union, nor by reason of union membership or lawful union activity.
- 5.05 The Union Negotiating Committee shall consist of the Union Rep of Local 75, International Representative and five (5) employees of the Company.
- 5.06 It is mutually agreed that employees shall not be eligible to serve as departmental Stewards or members on any Union committee established under this Collective Agreement until they have completed their probationary period.
- 5.07 **An** employee may request to be accompanied by a Shop Steward or a representative of the Union when being reprimanded or disciplined. Management shall advise employees of this right at the time of issuance of any discipline. In the event an employee refuses union representation, the supervisor shall note this on the disciplinary notice.
- 5.08 Warnings in writing, other than suspension notices, shall be removed from an employees personnel file after one (1) year, Employees may view their employment records with the Human Resources Manager. At such time all stale dated warnings will be removed. Suspension notices are to be removed after two (2) years provided there is not an occurrence **of** any nature within two (2) years.

**Any** written disciplinary notice issued to employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Company is aware of the event leading to his/her actions and has a reasonable period of time to investigate the matter. **A** copy shall be signed by a management representative and the employee will be asked to sign such notices as acknowledgment of receipt of same. The signing of this notice is not an admission of guilt. Copies of disciplinary notices shall be forwarded to the offices of the Union at the time of issue.

## **ARTICLE 6 - COMPLAINTS OR GRIEVANCES**

- 6.01 It is the mutual desire of the parties hereto that complaints and grievances shall be adjusted as quickly as possible.
- 6.02 If **an** employee or the Union has a complaint or grievance the matter shall be taken up with the Department Head within ten (10) days of the occurrence or when the employee first became aware of the incident, which gave rise to the occurrence. If such complaint is not settled within twenty-four (24) hours, or such longer periods as may be agreed upon, then the following steps of the grievance procedure may be invoked in order:
- Step 1 The grievor or the Union representative shall deliver the grievance in writing to the Department Head concerned, or if not available to the Human Resources Department, within five (5) working days of the matter having been replied to in 6.02 above. The Department Head or the Human Resources Department shall render a decision in writing and deliver same to the grievor within five (5) working days.
- Step 2 Within five (5) working days of the reply being given and received by the grievor and in the event the complaint or grievance is not settled at Step 1, the Union may take the matter **up** with the Human Resources Manager. **A** recognized officer of the Union along with the grieving employee may be present at a meeting between the parties. The Company shall render a decision within five (5) working days of the meeting of Step 2.
- 6.03 If a settlement of the grievance is not reached at Step 2, then either party may refer the matter to arbitration pursuant to Article 7-Arbitration of the Collective Agreement within twenty (20) calendar days of the decision having been received at Step 2.
- 6.04 Working days shall exclude Saturday, Sundays and Holidays stipulated in the Collective Agreement.
- 6.05 The Company agrees to forward by facsimile replies or correspondence relating to grievances to the Union upon issue. It is understood that the failure of the Union to receive such documents will not nullify or void the action taken by the Company. Hard copies shall be mailed to the Union.



- 6.06 When a grievance or complaint has not been advanced to arbitration within the prescribed time limit, and when there has been no written agreement to extend that time limit, the grievance or complaint shall be deemed to be abandoned.

## **ARTICLE 7 - ARBITRATION**

- 7.01 Both parties to this Agreement agree that any dispute or grievance may be referred to a Board of Arbitration at the written request of either of the parties hereto.
- 7.02 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- 7.03 Within seven (7) calendar days of the request by either party for a Board, each party shall notify the other in writing of a name of its nominee.
- 7.04 Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) calendar days of the notification mention in 7.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a Chairperson.
- 7.05 The decision of a Board of Arbitration or a majority thereof, or in the absence of a majority, the decision of the Chairperson, constituted in the above manner shall be binding on the Union and the Company.
- 7.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 7.07 Each of the parties to this Collective Agreement will bear the expenses of the nominee appointed by it, and the parties will jointly bear the fees and the expenses of the Chairperson.
- 7.08 If the Company and the Union consent in writing, then the aforementioned procedure relating to the constitution of a Board of Arbitration may be waived and grievances or disputes proceeding to arbitration may in such circumstances be heard by a single arbitrator.
- 7.09 Nothing in this Collective Agreement shall prevent either party pursuing arbitration to Section 49 of the Ontario Labour Relations Act.
- 7.10 No matter may be submitted to arbitration, which has not been properly carried throughout all previous steps of the grievance procedure.

- 7.11 The parties may, by mutual agreement in writing, agree to retain a grievance mediator. The costs relating to such a service shall be divided equally between the parties.

## **ARTICLE 8- MANAGEMENT GRIEVANCE, UNION POLICY GRIEVANCE**

- 8.01 Any grievance initiated by the Company shall be mailed or sent by facsimile to the Union Rep of the union within thirty (30) days of the occurrence of the event on which the grievance is based. The Union shall answer the grievance within five (5) working days after receipt of same, but if there is no answer given in writing then it shall be deemed that the claim of the Company has been refused. If the grievance is not settled by the parties through this procedure, it can be submitted to arbitration within twenty five (25) calendar days of the filing of the grievance.
- 8.02 If a group of three or more employees in one department has a mutual grievance, but fails to take up the complaint or grievance or exercise the general grievance procedure, the Company acknowledges the Union's right to make representation on their behalf: all steps of the general grievance procedure must be invoked by the Union with the time periods in each step completed. If the Union wishes to file a Policy Grievance, it shall do so by mailing or sending by facsimile a copy of its grievance to the Company within thirty (30) days of the occurrence of the event on which the grievance is based.
- 8.03 The Company shall answer the Policy Grievance in writing within five (5) working days after receipt of same, but if there is no answer given in writing then it shall be deemed that the claim of the Union has been refused. If the grievance is not settled by the parties through this procedure, it can then be submitted to arbitration under the arbitration procedure of this Collective Agreement within twenty five (25) calendar days of the filing of the grievance.

## **ARTICLE 9 - DISCHARGE CASES**

- 9.01 a) New employees hired shall be considered probationary until they have completed a period of fifty (50) days worked or four hundred (400) hours, whichever occurs first, after which time their seniority shall date back to the day of original hiring. It is agreed that a discharge or layoff of a probationary employee shall be at the sole discretion of the Company and shall not be the subject matter of a grievance or complaint by the Union.
- b) When an employee is laid off during their probationary period and is recalled within thirteen (13) weeks, the days worked for purposes of the probationary period shall continue from the date of original hire. Recalls, after thirteen (13) weeks will be treated as new hires.

9.02 A claim by any employee, who has completed his/her probationary period, that he has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Human Resources Manager within five (5) days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

9.03 Such special grievances may be settled by confirming the management's action in discharging the employee or by reinstating the employee with full compensation for lost time or by any other arrangement, which is just and equitable in the opinion of the conferring parties,

For greater clarity, and without limiting other grounds for just cause, an arbitrator under this agreement shall always determine that an employee's discharge is just and equitable where the arbitrator is satisfied the employee:

- a) has committed an act of theft against either the Company, its customers, or its employees
- b) has committed on Company property an act of possessing, consuming, inhaling, injecting or arranging for distribution an illegal substance under the Criminal Code or Controlled Substances Act or its regulations

9.04 In the event an employee has been discharged, a representative of the Company shall notify the Union within twenty-four (24) hours.

#### **ARTICLE 10 - STRIKES AND LOCKOUTS**

10.01 The company agrees that during the life of this Collective Agreement it will not cause or direct any lockouts of its employees, and the Union agrees that during the life of this Collective Agreement there will be no strikes or other collective action, which will stop or interfere with production or service, and that if such collective action should be taken, it will instruct its members to carry out the provisions of this Collective Agreement and to return to work and perform their duties in the usual manner.

#### **ARTICLE 11 - SENIORITY**

11.01 Seniority, as referred to in this Collective Agreement shall mean length of service in the employment of the Company and its predecessors.

11.02 Seniority lists shall be maintained and posted on the Bulletin Boards in each work area. Seniority lists shall show date of hire, and date of employment in the department for which the employee works, Employees starting employment the same day will be allocated seniority order based upon the last four (4) numbers of their social insurance number with the higher number carrying the most seniority. Copies of seniority lists shall be provided to the Union in February and August, In cases of promotion, or upgrading of employees, departmental seniority shall be the governing factor provided

skill and ability are equal.

Seniority lists shall be maintained for each of the “three hotels”. An employee transferring to another “hotel” and/or department will be placed on the bottom of the seniority list in the respective department to which the transfer was made.

### 11.03 Use of Department Seniority

New employees shall be credited with departmental seniority upon promotions occurring within the following departments, upon the completion of 80 days of work in the new position.

Department	Applicable Position/Classification
Housekeeping	Room Attendant, House Person, Lead Hand
Uniform Service	Doorperson, Bell Person, Lead Hand
Parking	Valet, Parking Lot Attendant/Cashier
Pool	Lifeguard
Maintenance	Tile Setter/Carpet Layer, Lead Hand, Maintenance Utility, Mechanic 1, Mechanic 2, Senior Mechanic, Carpenter, Painter, Yard Person
Steward	Dish Washer/Pot Washer, Night Cleaner
Culinary	Cooks 1, 2, 3, 4, Pantry, Baker, Lead Hands
Servers	Server, Bartender, Room Service
Dining Room Support	Cashier, Bus Person
Shipping & Receiving	Store Room Attendant
Banquet	see current Banquet Addendum

11.04 **An** employee declining a promotion or failing to qualify in another position shall retain his/her seniority rights in the position they held prior to the offer of transfer, providing this occurs within forty-five (45) working days of the transfer.

11.05 In the event employees are laid off and work is available at a property other than their own, they shall be offered the available work. No employee shall be transferred to another property unless he/she agrees.

Notwithstanding the above, the Company and the Union agree that to assist the Company in meeting its scheduling requirements, the Company will post an "Availability List" which employees, wishing to be considered for additional work opportunities from time to time in each of the other "hotels", may sign. This shall apply only in the Food & Beverage, and Maintenance Departments.

The availability list will be posted September 1 of each year and remain current for twelve (12) months during which the listed employees shall be committed to a transfer on a temporary basis for a period not to exceed two (2) hours.

A transfer to another property may exceed two (2) hours only if the employees of the location to which the transfer is made have been called, in order of seniority, and are not available to work

## **Students**

- 11.06 A student shall be defined as an employee attending or registered in a regular course of study (occasional or interest courses excepted) whether or not employed between school terms. The following provisions shall apply to students covered by this collective agreement:
- a) students shall be listed on their own seniority list in their respective departments and shall not have seniority over other employees;
  - b) seniority shall be calculated on the number of hours worked;
  - c) seniority shall carry from year to year, however, the first season of employment or the first fifty (50) days worked, whatever is greater, shall be considered a probationary period and the terms of Article 9.01 shall apply;
  - d) students shall not participate in the Company benefit programmes stipulated under Article 23 of this Collective Agreement;
  - e) in the event a student terminates his/her programme of study, he/she is to advise the Company and seniority will be awarded at the bottom of the department seniority list. Hours worked shall be transferred to an agreed upon start date under the overall seniority standing one thousand and forty (1040) hours equals one (1) year of service;
  - f) students shall advise the Company at least two (2) weeks ahead of their intended last day of work prior to their return to their educational institute;
  - g) students may be transferred to work at other properties at the discretion of the Company;

- h) Where feasible, students shall take turns on shift rotation;
- i) An employee who transfers to student status shall cease to accumulate departmental seniority. Seniority will continue to accumulate when the employee returns to his/her regular position;
- j) all other terms and conditions of the Collective Agreement shall apply to students.

## **ARTICLE 12 - LAYOFFS**

- 12.01 Where it is necessary to generally reduce the working force in a department, seniority shall be the guiding factor, as long as it does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work, which is available.
- 12.02 Recall from layoffs shall be governed by seniority. If the employee has been laid off and fails to advise the Company within five (5) days after he/she has been notified by the Company by registered mail to return to work, of his/her intention to return **or** fails to report to work on the day and at the time specified by the Company in said notice, which date shall not be earlier than seven (7) days following the date of such notice, he/she shall be struck off the seniority list. Said notice will be copied to the Union.
- 12.03 Employees who are laid off will be retained on the Company's seniority list for a period of six (6) months or until such time of recall within the following season. If the employee is not recalled the following season they may be struck from or retained on the list with the consent of the Union, which shall not be unreasonably withheld.

### **Location Closures**

- 12.04 In the event that a location of employment closes, the following measures will be taken:

Whenever possible, the Union shall be advised of any changes at least one (1) month prior to the proposed change.

The Company will meet with the Union to make its best efforts to amalgamate the affected employees elsewhere in the Company.

## **ARTICLE 13 - SCHEDULING**

- 13.01 The Company will post work schedules of its employees by noon Friday for the week commencing the following Sunday, with shift preferences to senior employees. Employees shall not be placed "on call".

The preceding does not supersede any other reference to scheduling in this agreement under article 13 scheduling.

- 13.02 Wherever possible, Management will give employees ten (10) hours notice of any changes in the employees' scheduled hours of work. Employees reporting absence from a scheduled shift must do so at least two (2) hours prior to the scheduled start time. One (1) hour notice is required for shifts starting prior to 6:59 a.m.
- 13.03 Employees shall have at least eight (8) hours between shifts unless mutually agreed to between the supervisor and the employee concerned. This will not apply to split shifts.
- 13.04 Employees shall not be scheduled for less than five (5) hours on a daily basis. Available hours of work to a daily maximum of eight (8) hours to any individual employee will be scheduled in accordance with seniority within the department, providing all things are equal.
- a) In the Maintenance Department, employees' days off shall be governed by seniority and employees shall participate in shift rotation where it is required.
  - b) At the start of each season all employees with the exception of maintenance shall advise their supervisor of preferred days off. Whenever possible the Company shall accommodate employees' requests by seniority.
  - c) Dining room bartenders may be scheduled a minimum of three (3) hours on a lunch shift, if so scheduled in conjunction with a split shift, the bartender will be scheduled for eight (8) hours that day.
  - d) Servers may be scheduled a minimum of three (3) hours per tour in the Rainbow Room. In the event they service regular guests with the tour, the schedule shall be a minimum of five hours. (One (1) tour, three hours; regular service two (2) hours.)
  - e) Banquet porters may be scheduled for a three (3) hour shift.
  - f) Room attendants may register their names with their supervisor to work six (6) hour shifts. Returning to eight (8) hour shifts shall be done the first Sunday of either the month of January or June of each year. It is fully understood between the parties that this is on a voluntary basis only.

The method and approach of scheduling of room attendants hired after January 1 1997 shall be five (5) six (6) hour days. When eight (8) hour shifts become available, it shall be offered to the newly hired employees on a seniority basis.

Work that is available in excess of eight (8) or six (6) hours on a daily basis or in excess of five (5) days shall be offered by seniority to employees within the

classification.

- 13.05 All employees shall be granted by their supervisors, as working conditions permit, one (1) fifteen (15) minute rest period, with pay, within each four (4) hour work period. In the calculation of overtime, the paid fifteen (15) minute breaks will be considered time worked.
- 13.06 Employees reporting for work at their scheduled starting time, not having been notified not to do so on the day previous, shall receive a minimum of five (5) hours work or a minimum of five (5) hours pay at the employees gross hourly rate (unless the hours scheduled are less than five hours, then the employee shall be paid for hours scheduled).
- 13.07 The provision of Article 13.06 shall not apply in the event of a major plant breakdown, flood, electrical stoppage, fire or breakdown beyond the control of the Company.
- 13.08 In case of an emergency, all maintenance employees called in for work after completing their shift will be guaranteed a minimum of three (3) hours pay at time-and-one-half, within a twenty-four (24) hour period.

### **Job Posting**

- 13.09 When a posting within the bargaining unit becomes vacant and a replacement is required, it will be posted for period of three (3) days on the bulletin boards at all properties from April 1 to October 31, and five (5) days from November 1 to March 31. Copies of the job postings shall be forwarded to the union by facsimile upon issue.
- 13.10 Employees who are interested in the vacant position shall apply in writing to the Human Resources Manager. Each applicant shall be interviewed and given consideration for the position. The Company shall take into account the conditions that are set out in Article 11.02. In the event that no one is suitable for the position, the Company has the right to hire from outside. This procedure must be completed prior to the filling of any bargaining unit position,

### **Temporary Transfers**

- 13.11 **An** employee temporarily transferred by the Company to a higher rated job classification in the bargaining unit will receive the higher rate of pay for work performed in the higher rated classification, for all transfers of more than two (2) hours duration within **an** eight (8) hour period.

**An** employee who is transferred by the Company to a lower rated classification in the bargaining unit will maintain his/her rate of pay in effect at the time of such transfer for the duration of the transfer.

An employee exercising seniority rights to transfer to a lower rated position in the



bargaining unit will receive the rate of pay for the lower classification.

#### **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.01 The following provisions do not apply to Leave of Absence for medical reasons or to Maternity Leaves of Absence. Maternity Leaves will be granted in accordance with provision of the Ontario Employment Standards Act as in effect in 1996. Medical Leave will be granted in the method provided for in Article 23 of this Collective Agreement.
- 14.02 Leaves of Absence without pay or benefits as herein provided should be granted at the sole discretion of the Company who shall act in good faith in the application of requests. Except in the case of an extreme emergency, no Leaves of Absence will be granted for periods between April 1 and October 31 each year
- 14.03 A request for a Leave of Absence must be submitted in writing to the Human Resources Manager or delegate, at least two weeks prior to the desired date of commencement of such leave and must indicate the length of leave requested and the reason for requesting the leave. The Company's reply will be given to the employee in writing within seven (7) days following receipt of the request. In the case of an extreme emergency, the two-week notice period may be waived.
- 14.04 It is understood that employees on Leave of Absence will not use the time granted for purposes other than declared in their request for such leave. Violation of this Article will be just cause for dismissal.
- 14.05 The Company will notify the Union, in writing, of **all** approved Leaves of Absence.
- 14.06 All Leaves of Absence must be less than six (6) months' duration.
- 14.07 Seniority will be maintained during approved Leave of Absence, but will cease to accrue during absences in excess of one (1) months duration, unless on pregnancy, parental or adoption leave.
- 14.08 Delegation for Union business shall be considered a good reason for a Leave of Absence.
- 14.09 Employees will be granted if requested four (4) consecutive days off without pay during the summer season. Two (2) weeks' notice must be given by the employee for requested

days off. The scheduling of these days will be granted on a seniority basis, so long as it does not prevent the Company from maintaining a qualified workforce.

14.10 Emergency Leave: The Company will grant an employee up to 10 days of unpaid, job-protected leave per year in the case of illness, injury and certain other emergencies and urgent matters in accordance with Ontario's Employment Standards Act.

**An** employee may take up to 10 days per year of unpaid leave of absence, without loss of seniority or benefits due to:

- a) personal illness, injury, medical emergency, and/ or
- b) death, illness, injury, medical emergency or other urgent matters relating to :
  - a spouse or same sex partner
  - a parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, or step-grandchild of the employee, the employee's spouse or the employee's same sex partner
  - the spouse or same sex partner of **an** employee's child
  - a relative of the employee who is dependant on the employee for care or assistance

**An** employee must inform his/her Supervisor as soon as possible that the employee will be taking the leave and the reasons for the leave

Upon request from the Company, an employee shall provide the Company with proof that is reasonable in the circumstances that the employee is eligible for an emergency leave of absence.

Employees may access other provisions in this agreement regarding payment by the Company for any of the above-cited provisions, and an employee's use of these paid provisions shall be counted towards an employee's annual 10 day emergency leave entitlement.

## **ARTICLE 15- PAID HOLIDAYS**

15.01 The company will grant to all employees who have been under the employ of the company for at least three (3) months and who work three (3) or more shifts the week of the holiday or earns wages on twelve (12) days of the four (**4**)work weeks preceding the holiday unless on scheduled vacation time, pay for the following holidays:

- a) New Year's Day
- b) Good Friday
- c) Easter Monday

- d) Victoria Day
- e) Canada Day
- f) Labour Day
- g) Thanksgiving Day
- h) Christmas Day
- i) Boxing Day
- j) Employee's Birthday

Regular daily hours to a maximum of eight (8) hours straight time will be used to calculate the amount payable for a holiday.

Employees whose birthday falls on another holiday shall be offered a day in lieu with pay.

- 15.02 When required to work on the above noted government statutory holidays, employees shall be paid at the rate of time-and-one-half of their regular day's pay in lieu of the holiday. When required to work on the above non-government statutory holidays, the employees shall be paid, in addition to their regular rate of pay, their regular day's pay.
- 15.03 All employees working New Year's Eve shift will be paid time-and-one-half at their regular rate of pay, beginning at 6.00 p.m. New Year's Eve.
- 15.04 In the event a holiday, as specified in this schedule, falls within an employee's vacation period, the Company has the choice either to a) extend the vacation period by one working day, with pay, or b) pay an extra day's vacation pay.

#### **ARTICLE 16 - SCHEDULE OF VACATION PRIVILEGES**

- 16.01 Vacation Pay shall be paid on a percentage of earning in accordance with years of service with the Company and its predecessors as hereinafter set forth, said amounts accrued shall be paid to employees on the pay day prior to their departure on vacation. Accruals shall commence at the start of the second pay period in 1997 with a payout on the pay period closest to December 1 each year if vacation is not taken.
- 16.02 Vacation entitlement for all employees shall be as follows:
  - a) less than one (1) year's service - four (4) percent of total earnings;
  - b) one (1) or more year's service - two (2) weeks vacation with four (4) percent of total earnings;
  - c) five (5) or more years of service - three (3) weeks vacation with six (6) percent of total earnings;

- d) ten (10) or more years of service - four (4) weeks vacation with eight (8) percent of total earnings;
  - e) twenty (20) or more years of service - five (5) weeks vacation with ten (10) percent of total earnings.
- 16.03 The Company shall post a vacation schedule by department no later than February 1 of each year; employees will indicate their preferences of vacation dates by March 15. The vacation schedule **will** be posted in its final form by March 31 of each year. Employees who do not make a choice will be granted vacation only when business conditions permit.
- 16.04 The scheduling of vacations shall be done on a seniority basis, so long as it does not prevent the Company from maintaining a qualified workforce.
- 16.05 Employees will not be allowed to waive their vacation credits and allow them to accumulate from year to year.

#### **ARTICLE 17 - BEREAVEMENT LEAVE**

- 17.01 In the case of a death in the immediate family, that is, death of husband, wife, common law spouse\*, child, father, mother, brother, sister, grandmother, grandfather, mother-in-law, or father-in-law shall entitle the employee to receive three (3) days with three (3) days pay for the purpose of arranging and/or attending the funeral.
- \*Common law spouse in the application of this article means the status of living with a person in a conjugal relationship outside of marriage, for a period of at least twelve (12) months.
- 17.02 The three (3) day allowance above referred to shall not be deducted from the sick leave allowance.
- 17.03 In order to qualify for the foregoing bereavement allowance, employees must supply proof by way of a Doctor's Certificate or newspaper clipping. Department Heads must be notified promptly.
- 17.04 In the application of 17.01 employees may request **an** extension of the three (3) days by requesting a leave **of** absence in accordance with article 14.

#### **ARTICLE 18 - COURT DUTY**

- 18.01 Any employee who is required to serve on a jury, or who is subpoenaed by the Crown,

shall be paid the difference between the amounts paid for such service and his/her normal pay computed at his/her normal hourly rate for hours lost from work up to forty (40) hours in a week, subject to the following provisions:

- a) employees must notify the Human Resources Manager within three (3) days of receipt of notice of selection for jury duty or Crown subpoena;
- b) employees who are selected for jury duty or are subpoenaed by the Crown and who are on other than a day shift shall be assigned to the day shift for those days they are required to serve as jurors or witnesses.

18.02 In order to be eligible for such payments, the employees must furnish a written statement from the proper public official showing the date(s) and time served, and the amount of pay received.

### **ARTICLE 19 - BULLETIN BOARDS**

19.01 The Company shall provide locked bulletin boards at the time clocks at all hotels. The Union Rep of the Union shall be supplied with a key. One third- (1/3) of the space shall be allotted for Union use.

### **ARTICLE 20 - HOURS OF WORK - OVERTIME**

20.01 a) The hours of work in all departments of the hotel shall be forty (40) hours per week with the exception of Uniformed Services. In the Uniformed Services department, the hours of work shall be forty-four (44) per week. For all employees the work week shall consist of five (5), eight (8) hour days, with two consecutive days off each week, with possible exceptions in some departments where arrangements are made subject to the approval of the Union and Management.

b) **Lifeguards**

The Company and the Union agree that the Company will request with the Ministry of Labour that the hours of work for Lifeguards will be extended beyond the requirements of the Employment Standards Act.

20.02 It is mutually agreed that Article 20.01 a) is not to be assumed as a guarantee of any number of hours of work. The clause refers to the method and approach of scheduling. Further, whenever possible, straight shifts will be scheduled but where, due to the peculiarity of a department and its service requirements to the public, split shifts may be arranged. Split shifts shall be completed within a twelve (12) hour period in any given day. It is further agreed that in certain departments, starting times may be varied at the

discretion of the Department Head.

- 20.03 All employees shall be paid overtime at the rate of time-and-one-half their regular rate of pay for time worked in excess of the daily or weekly hours of work as described in Article 20.01.
- 20.04 Overtime opportunity shall be offered by seniority. In the event overtime is required of employees working in their scheduled shifts. The Company shall seek volunteer(s) to work overtime; in the event no volunteer(s) are available to work, the work required shall be assigned in reverse order of seniority

### **Time Cards**

- 20.05 No allowance will be made for the time on the time record prior to the regular starting time without authorization from the supervisor of the department. Unless the supervisor's authorization is secured on each occasion, the additional time shown on a time record at the commencement of a work period shall be considered as time not worked, in other words, as **an** employee's own time.
- 20.06 If an employee punches in and out late, it will be assumed that the employee was delayed for personal reasons and that the time shown on the time card beyond the regular quitting time is the employee's time, unless the department's supervisor provides **an** overtime slip to the employee concerned.
- 20.07 Employees neglecting to punch in an out at all required times throughout working hours may **be** subject to disciplinary action. Employees reporting to work without a time card shall immediately report to the person the supervisor designates the individual to report to.
- 20.08 Each employee shall punch his/her own time clock number only. Punching of time clock cards other than your own may be cause for dismissal.
- 20.09 A time clock will be located at the main employee entrance at each property covered by this agreement.

## **ARTICLE 21 - HEALTH AND SAFETY**

- 21.01 The Company will maintain adequate sanitary arrangements, proper safety devices, such as safety glasses and gloves, where necessary, and give attention to the elimination of any conditions of employment, which are a hazard to the health, or safety of the employee. The Union agrees that it will co-operate fully with the Company in Accident Prevention, the enforcement of safety rules and in the maintenance of these services.

- 21.02 The Company and the Union agree to the formation of a Health and Safety Committee consisting of bargaining unit representatives elected or appointed by the Union and an equal number of non-bargaining unit persons selected by the Company. Such a committee will meet on a monthly basis. The committee will ensure that monthly safety audits are conducted. Health and Safety Committee members will be accorded all privileges and payments as prescribed in the Occupational Health and Safety Act, such as compensation at their regular rates of pay for attending safety meetings. The Union Rep may attend Health and Safety Committee meetings from time to time. All employees shall have WHMIS training and fire training that will be on paid time.
- 21.03 The Company further agrees to co-operate with the Committee in the enforcement of such Act, and to provide each member and the Union with a copy of the minutes and audits of meeting held by the Committee, Accident reports will be made available to the union upon request.
- 21.04 The Company agrees to pay for all hours worked by each such employee as it may designate from time to time through the Human Resources Department, to act as a First Aid Attendant, a premium of twenty-five (25) cents per hour in addition to such employees average hourly straight time earnings. All First Aid Attendants must hold a valid St. John Ambulance certificate or its equivalent.
- 21.05 To ensure a safe and efficient operation of the hotels, the Company may request an employee to undergo a medical examination by a physician and the Company shall bear the expense in connection therewith. Such examination shall be to determine the said employee's ability to continue with their employment.

The Company reserves the right to request a current dated medical certificate for any sick related absences. This may only be requested by the Human Resources Manager. The company agrees that it will not abuse this right and such abuse may become subject of the grievance procedure. The company will reimburse the cost of such medical certificate.

## **ARTICLE 22 - GENERAL**

### **Labour/Management Committee**

- 22.01 The Company and the Union agree to the continuation of the Labour/Management Committee for the purpose of resolving issues relating to the work environment. A Committee shall consist of three members of Management and the Bargaining Unit member from each department of the Hotels.
- 22.02 The Labour/Management Committee shall meet when the parties mutually agree that a meeting is required.

### **Uniforms**

22.03 When the Company requires employees to wear uniforms or a special style of clothing and special equipment, the Company shall supply, and repair same at no expense to the employee. The employee will be responsible for care of uniforms, with no willful misuse or abuse. Any employee for whom the Company does not hold a deposit who loses his/her uniform shall be required to pay a deposit for any future uniforms issued. Any uniform that requires dry-cleaning will be done by the Company at Company expense.

22.04 For all employees who are required by the company to wear uniforms, the company shall supply two uniforms per employee. Those employees who wear shirts as part of their uniform shall be supplied with three. Maintenance employees shall receive three (3) sets of uniforms at the start of each new season, no later than the end of May. In the event a maintenance employee requires a new uniform prior to May, it shall be supplied at the discretion of the employer. Skyline Inn housekeeping staff shall be supplied with slacks if requested. Uniforms shall be replaced if and when required. In the event that the Company introduces a new type or style of uniforms, the employees shall be consulted and have an opportunity to make recommendations in regard to the selection of the uniforms.

22.05 a) Employees will be responsible for full replacement cost of uniform, if not returned, such amount to be deducted from final pay cheque, less any deposits previously paid.

Only most recent issued uniforms must be returned. Receipts will be issued for return of uniforms.

b) It is agreed that the colour and type of basic accessories required by staff to augment their uniform will be at the discretion of the Company but the responsibility of the individual.

c) Company issued name tags must be worn at all times. A maximum of two (2) replacement tags will be provided free of charge per calendar year, thereafter a replacement charge of seven dollars (\$7.00) will be charged for lost or willfully damaged name tags.

d) The Company agrees to permit employees to wear "HERE" union pins. The current pin supplied by the Union is acceptable by the Company; however, any further type or style introduced by the Union must be approved by the Company, which shall not unreasonably be withheld. In the event that the Company supplies employees with a "period" style uniform and that the presence of a union pin will distract from the appearance of the uniform the Company may request employees wearing said "period" uniform not to wear a union pin,

Employees may, at their discretion, wear a Remembrance Day Poppy the week of November 11 each year.



## **Hotel Security**

22.06 At management's discretion any bags, knapsacks, lunch boxes, and/or parcels are subject to search by hotel security. Searches will be done only by someone of the same sex as the individual being searched. No employee will be unduly detained. No employee will be subject to any kind of interview or interrogation by security staff unless the employee has union representation. Any searches will be done on paid time.

## **Meals and Staff Rooms**

- 22.07 a) The Company shall supply change rooms for male and female employees in each property covered by this agreement. The change rooms shall be equipped with shower facilities, toilets and lockers.
- b) Staff rooms shall be maintained in each property covered by this agreement. The Company shall provide suitable accommodations for the consumption of meals. In each staff room the company shall provide two microwave ovens and a full size refrigerator. The staff rooms shall be inspected periodically by a representative of the Company designated for this task to ensure sanitation and upkeep.

Fresh drinking water dispensers will be installed in all main hotel lunch rooms.

- c) Employees in the Food and beverage department will be charged two dollars and fifty cents (\$2.50) per day for meals. Time will be granted for such meals. Employees covered by this article will have the option of "opting in or out" of the meal plan on or prior to January 1, or September 1 of each year. Those employees who "opt in or out" of the meal plan will have no food and beverage entitlements whatsoever. Coffee, tea and soft drinks shall be available to employees who participate in the meal plan.

A discount to all employees will be offered in the location currently known as the Canadian Cafe.

## **Parking**

22.08 Parking privileges, on site, will be provided for employees on a first-come, first served basis at the following costs:

**Off Season** (November 1 to April 30)

**\$5.00 per month**

**High Season** (May 1 to October 31)

One dollar and **fifty** cents (\$1.50) per day worked based on five (**5**) days per week.

Employees must sign **up** with Human Resources for each season. In the event of a layoff or termination parking costs **and** privileges will be suspended. The Company reserves the

right to have a shuttle service on certain days that the Company sees fit. This will be provided at no extra charge to the employees.

### **Individual Agreements**

22.09 No employee covered by this Collective Agreement will enter into any individual contract or agreement with the Company concerning wages or working conditions that will in any way conflict with the terms of the Agreement.

### **Orientation, Training and Development**

- 22.10 a) All new employees will participate in non-paid orientation and training program through the Human Resources Department for a maximum of four (4) hours before they are actively engaged in their jobs.
- b) A copy of hotel rules shall be given to employees at time of hire and at the start of each season.
- c) It is agreed between the parties that the Company handbook that is issued to employees will not supersede the contents of the collective agreement.
- d) The Company may have two (2) students that are placed and subsidized by a third party and are not directly employed by the Company. The company shall provide in writing to the Union the names, job classification, start and finish date of all trainees. This information must be supplied to the Union at least ten (10) days prior to the placement of the trainee. In the event that the trainee receives any financial remuneration from the Company the trainee shall be subject to the terms and conditions of the collective agreement while performing remunerated work for the Company. The Company agrees that there will be no union member displacement or replacement as a result of the training programs. Nor shall there be any interference with the return to work of a laid off union member or the hiring of new employees. Trainees will be under the guidance of a supervisor for work assignments.

### **Personal Hygiene and Grooming**

22.11 It is understood that all employees will attend to their personal hygiene and grooming before reporting for duty. The Company agrees to provide accommodation to employees that are suitable for changing and showering.

### **Housekeeping Department**

- 22.12 a) i) Room Attendants are not to be assigned House Person duties unless on a voluntary basis.

- ii) The Night Room Attendant shall not be assigned rooms by routine except in cases of necessity, which shall include the avoidance of overtime hours,
- iii) Rooms deficient of standards required shall be shown to the Room Attendant concerned. In the event the employee is not available, the Union Steward shall be shown the deficiencies. This will apply only in the event the employee is being disciplined.
- iv) The Company will ensure that at all times adequate linen supplies are made available to housekeeping staff. The Company shall take an inventory of linen supplies biweekly and the details of the inventory shall be made available to a representative of the Union upon request.
- v) Room Attendants shall not be required to clean more than sixteen (16) rooms per eight (8) hour shift. The number of rooms to be cleaned shall be reduced by one (1) room for each additional floor above two (2) floors on which a Room Attendant is required to work during a shift. Employees working six (6) hour shifts shall not be required to clean more than twelve (12) rooms.
- vi) Room Attendants may request assistance in moving heavy furniture
- vii) A copy of the Housekeeping Department's Quality Control inspection standards will be given to all present employees and to each new employee upon hire.
- viii) The Room Attendants and the Company shall follow the following guidelines in room assignments.
  - 1) In the event that the Room Attendant feels that he/she will not be able to complete the assigned number of rooms in the time allocated, he/she shall advise his/her Supervisor by mid shift.
  - b) The Supervisor shall assess the situation, taking into consideration breaks allowed under the Collective Agreement.
  - 3) Pending the outcome of the assessment, the Supervisor shall arrange either assistance in the completion of the assignments, or reduce the number of rooms assigned on that particular day.
  - d) Operating outdoor Jacuzzi rooms will be considered 1.3 rooms. In the case of multi room suites, each room will be considered the equivalent of one room, example, and a two (2) room suite will be considered two (2) rooms.

- ix) Following the ratification of this agreement, a committee shall be established in each property consisting of two (2) bargaining unit employees elected by the Union and two (2) members of Management. The purpose of this committee will be to aid management to establish fair and equitable job details for room attendants.
- x) The Company and Union agree that housekeepers may keep any bottles and cans left in the rooms at the Skyline Brock, Skyline Foxhead and Skyline Inn.
- xi) The Company and Union agree that the Company will continue its practice of floor assignments.

### **Shoe Allowance**

- 22.13 The Company will pay to each maintenance employee the sum of one hundred and eight dollars and forty eight cents (\$108.48) in January 1997 as a contribution towards the cost of safety shoes or boots. On the completion of their probationary period, new employees will be provided with the same amount, however, this amount shall be increased five percent (5%) each year, as contribution towards the cost of safety shoes or boots, Employees who are on layoff at the time the safety shoe/boot allowance is paid will receive this allowance once they have returned to active employment for a period of one (1) month. It is agreed between the parties that this article shall also apply to all employees who are required to wear approved safety shoes/boots.
- 22.14 Safety shoe/boots must be worn by maintenance staff at all times while on the job. Safety shoeshoots must bear the CSA Green Triangular patch indication they are Grade One footwear, equipped with a steel toe that with stands up to 125 joules, and sole protection from nails and other sharp objects. The style and colour of the safety shoeshoots must meet the current guidelines established by the Company.

### **Tools**

- 22.15 The Company shall replace all worn out or broken tools with tools of equal or better quality when a) such worn out or broken tools are produced to the Maintenance Manager and b) the worn out or broken tools have been previously approved for use and documented by the Maintenance Manager. It is agreed between the parties that this article shall also apply to Cooks and that Maintenance Manager shall be substituted by the Chef.
- 22.16 The Company shall make winter clothing available to staff that are employed in the Maintenance Department when job requirements take them outside of the building.

## **Bell Staff**

22.17 The Company shall continue its present practice of cleaning the uniform shirts of the Bell Staff, to a maximum of one per work day.

22.18 The scheduling of Bell Staff will continue according to present practice. Effective January 1 1997 the baggage handling charge at the Skyline Brock and Skyline Foxhead shall be one dollar and fifty cents (\$1.50) per bag in and one dollar and fifty cents (\$1.50) per bag out. Effective December 31 1997 these amounts shall change to one dollar and seventy five cents (\$1.75). The increase to one dollar and seventy five cents (\$1.75) may take effect prior to December 31 1997 in the event that the Company negotiates this increase with its clientele. In all of the above cases eighty percent (80%) of the amounts shall be payable to the bargaining unit employees. In the Skyline ~~Trn~~ the amount payable to the bargaining unit employees shall be eighty percent (80%) of the amount negotiated between the Company and its clients.

Bargaining unit employees shall receive ninety percent (90%) of the gratuity for tours of thirteen (13) bags or less during the period April 1 to November 15 each year.

In the event that the Tour guide or Escort has a complaint about the services, the Company will not be required to levy or to pay the baggage handling charge specified above, in the event that it is established that the bell staff are not at fault, the baggage handling charge will be levied and paid to the employee(s).

## **Lost and Found**

22.19 The current policy related to lost **and** found articles shall continue. Employees are required to turn in all articles found anywhere in the hotels and shall receive a dated receipt for such articles.

## **Food and Beverage**

22.20 From the first Tuesday after Thanksgiving to April 1 of each year, the classifications of Dishwasher and Pot washer shall be merged.

22.21 Gratuity distribution between the servers shall be charged and distributed on the following basis:

a) Breakfast **and** Lunch buffet service shall be eleven percent (11%) with eighty percent (80%) payable to the servers

b) Breakfast and Lunch plated service shall be fifteen percent (15%) with seventy five percent (75%) payable to the servers.

- c) Dinner service shall be fifteen percent (15%) with seventy five percent (75%) payable to the servers.
- d) In groups of thirteen (13) and under on Breakfast and Lunch buffet service, the gratuity shall be eleven percent (11%) with one hundred percent (100%) of the amount payable to the servers.
- e) In groups of thirteen (13) and under on Breakfast and Lunch plated service, the gratuity shall be fifteen percent (15%) with one hundred percent (100%) of the amount payable to the servers.
- f) In groups of thirteen (13) and under on dinner service the gratuity shall be fifteen percent (15%) with one hundred percent (100%) of the amount payable to the servers,

The above gratuities will be controlled and paid to the employees through payroll.

- g) The Company and the Union shall meet and implement no later than the end of the month of January 1997 a voucher that will be left in customers bill jackets at time of service, said voucher shall be made available to servers by the company.

### **Equalization of Gratuities**

- h) Assignment of tables shall be done on a fair basis.

### **Walkouts**

- i) The Company will not demand repayment in the case of legitimate walkouts.

**22.22** In the event that corkage is charged, seventy-five percent (75%) of fifteen percent (15%) of the amount charged shall be paid to the employee concerned.

**22.23** (a) The Junior Server on duty in the dining room may be required to perform room service deliveries. In the event the Server needs assistance they shall ask their supervisor who may assist in this service. No Server will be required to deliver items to properties other than their own. A Room Service Person will be staffed at peak times and after midnight and prior to 7am.

- (b) A fifteen percent (15%) gratuity will be added to all room service orders, except for Pizza Hut orders, said amount shall be payable to the Server. Such gratuities will be deleted in the case of a service complaint.

## **Payroll/Proof of Gratuities**

- 22.24 (a) Paycheques shall be issued to employees after 3:00 p.m. and no later than 4:30 p.m. every second Friday, except due to circumstances beyond the control of the Company. The employer shall arrange direct deposit if requested by the employee. All employees hired after December 15, 2002 will receive their pay by direct deposit.
- (b) The Company will arrange for a pay adjustment, which will be paid within two (2) weekdays where the shortage equals five (5) hours of pay or more. Payroll adjustments for shortages of less than five (5) hours will be made the next pay cheque.
- c) If any staff member has a question regarding payment of gratuities, management will meet with them individually within forty eight (**48**) hours to provide reconciliation statement.
- 22.25 Records of Employment shall be made available to employee within five (5) days of the employee interruption of earnings.

## **Vehicle Use**

- 22.26 No employee will be required to use their own vehicle on Company business unless arrangements have been made with the approval of the Company and the employee. The employee will be compensated twenty-five cents (\$0.25) per kilometre the day of the use of the vehicle.

## **Health and Welfare**

- 23.01 All employees who have been continuously employed by the Company for one (1) year or more, and who are not covered by the Health and Welfare Plan, shall be provided with the following benefits subject to the provisions contained herein:
- a) Life Insurance - \$15,000.00
- b) Sick Leave Allowance
- i) the total allowance in any one (1) calendar year of an employee's employment shall be a maximum of nine (**9**) days;
- ii) the nine (**9**) days per year allowance shall under no circumstances be cumulative;
- iii) the allowance for sick pay shall only commence after the third day of illness with payment at sixty percent (60%) of the regular gross daily

- iv) earnings;
- v) sick allowance will not be granted to an employee in cases of illness or accident which are compensable under the laws of the Province of Ontario;
- vi) sick pay allowance will not be paid for sickness which occurs within the vacation period of an employee;
- vii) sickness must be proven by production of a doctor's certificate or evidence satisfactory to the Company;
- viii) the Company reserves the right to appoint a doctor, other than the one providing the certificate, in order to establish the facts of the case;
- viii) all cases of sickness must be reported by the sick employee to the Department Head or, if not available, to the Human Resources Department, in the first day of absence.

### **Health and Welfare**

23.02 The Health and Welfare Plan as outlined below will be set up and administered by the Company. Employees in the bargaining unit meeting the qualifications as outlined in the following will receive coverage:

- a) having completed six (**6**) consecutive months of continuous employment, normally working in excess of twenty-four (24) hours weekly. **An** employee shall be permitted 4 pay periods where an employee works less than 48 hours in a pay period as grace periods towards qualifying weeks of work;
- b) employees who have qualified for this program will continue to receive benefits so long as their normal work week is sixteen (16) hours or more. Employees hired after January 1, 1994 are required to maintain twenty-four hours or more;
- c) benefits shall continue to the end of the month in which the employee is laid off; an employee who temporarily (for a period of thirty (30) days or less) suffers a reduction in hours shall not lose his/her benefits;
- d) when an employee's hours return to the amount required under 23.02 (b), benefits shall be returned at the first of the following month.
- e) qualifying hours shall include periods of WSIB, sickness, bereavement and jury leave.
- f) Employees regularly working in excess of 24 hours per week who are still in their benefits qualifying period and laid off shall be credited with 50% of their accrued qualifying period upon return from lay-off

23.03 The program will be paid one hundred percent (100%) by the Company for employees hired prior to January 1, 1994 and will include:

- a) Life Insurance in the amount of fifteen thousand dollars (\$15,000.00);
- b) Weekly Indemnity Plan, with coverage from the first day of accident or hospitalization, the fourth day of illness, payable for two (2) weeks; sixty-six and two-thirds percent (**66 2/3%**) of wages to a maximum of one hundred and ninety



dollars (\$190.00) weekly; in the event that an employee qualifies for weekly indemnity on the fourth day of illness, then the Company shall pay up to a maximum of three (3) days sick leave which has not been paid for under the Weekly Indemnity Plan. Upon the completion of the two (2) week benefit, employees may apply for Unemployment Insurance (U.I.C.) sick benefits. At the termination of U.I.C. sick benefits employees may resume benefits under the weekly indemnity plan for a further fifteen (15) weeks.

- c) Extended Health Care Drug Plan with deductible of ten dollars (\$10.00) single, and twenty dollars (\$20.00) family, per annum;
- d) Dental Plan provides that eligible charges will be reimbursed in accordance with the past year ODA schedule of fees. The deductible will be twenty-five dollars (\$25.00) per individual calendar year.

23.04 For employees hired after January 1, 1994, the employer shall pay seventy-five percent (75%) of the premium for the above noted benefit. The employee shall pay twenty-five (25%). Enrolment in the Health and Welfare Plan is not compulsory.

23.05 Employees who have Health and Welfare coverage by their spouse with similar coverage may be required by the Company to change to single coverage. The employee will have an option to return to family coverage in the event the spouse loses coverage.

23.06 The Company shall ensure, in its set-up and administration of benefits, that the coverage on all items provided not be less than what employees have previously received.

### **Modified Work Program**

23.07 The Company and the Union shall meet following the ratification of this collective agreement with the intent of establishing and completing a return to work program for employees who are suffering an illness, injured and/or disabled.

## **ARTICLE 24 - CLASSIFICATION AND RATES OF PAY**

24.01 The minimum wages for the life of the Collective Agreement shall be as set out on Schedule "A" which is attached hereto.

## **ARTICLE 25 - DURATION**

25.01 This Collective Agreement shall be in effect from December 15, 2002 to January 5, 2006 and shall be renewed from year to year thereafter unless either party gives to the other party notice in writing within the last ninety (90) days prior to the expiry date of the contract, that it desires to terminate or amend its provisions.

25.02 The Company **and** the Union agree to commence negotiations for the renewal of the existing collective agreement between them once notice has been given in accordance with the terms of the collective agreement. The Company and the Union further agree to negotiate in good faith with a view to reaching agreement on a renewal of the collective agreement.

25.03 The Company and the Union agree to enter into and proceed through negotiations and further agree that each party shall make every reasonable effort to reach agreement on the provisions for the renewal of the collective agreement.

25.04 Should the Company and the Union reach an impasse in negotiations following the exhaustion of conciliation procedures as provided for under the Labour Relations Act for the renewal of the collective agreement, the parties agree in accordance with Section 40 of the Labour Relations Act to mutually extend the terms of the agreement in its entirety and to forego the right to strike or lockout. All outstanding matters shall then be submitted to final offer selection as herein provided:

- a) The Company and the Union shall meet and agree on which proposals have been agreed upon by the parties, and secondly, which proposals, including the last bargaining position of each party with respect to each proposal remain outstanding between them.
- b) Within ten (10) days of the completion of (a), The Selector shall be selected by mutual agreement between the Company and the Union if at all possible. If no agreement is reached on the person who shall act as Selector, either party may then request the Ontario Labour Relations Board to make the appointment. No person shall be appointed as Selector who has a direct pecuniary interest in the matters coming before him or her or who is acting or has, within a period of twelve months immediately before the date of his or her appointment, acted as solicitor, counsel, negotiator, advisor or agent of either of the parties or a board.
- c) In addition to submitting a copy of all changes agreed upon by the Company and the Union for the renewal of the collective agreement, the Company and the Union shall each submit by registered mail a written statement or brief outlining and/or explaining their respective positions within twenty-one (21) days of receiving written confirmation of the Selector's appointment, or they shall waive all rights under this provision, and the Selector is instructed to proceed with only the written briefs which are properly filed within the time limits specified above.
- d) The Selector shall select either the entire Company position or the entire Union position as the basis for settlement, which, when combined with all changes agreed upon by the Company and the Union under (a) and (c) shall constitute the full and final settlement of all matters regarding the renewal of the collective agreement between the parties. The Selector is not empowered to change or modify any term or any part of either the Company or the Union's position as filed with the Selector.
- e) The Selector may convene a meeting of the parties for clarification purposes only provided both parties are present. In the event the selector seeks to convene a meeting, both the Company **and** the Union agree to attend.
- f) In determining which position is to **be** used as the basis for constituting settlement, the

Selector shall only consider:

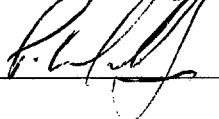
1. The historical pattern of bargaining between the parties
  2. The agreed upon changes between the parties during the round of bargaining as referred to in (a) above to the extent that the Selector shall consider the agreed upon changes within the context of a “complete package”; however the Selector shall not alter or amend any change previously agreed upon by the parties
  3. A comparison, as between the employees and other comparable employees in the Niagara Falls hotel industry, of the terms and conditions of employment and the nature of the work performed.
  4. The historical incremental role of collective bargaining renewal negotiations.
  5. The importance of maintaining a flexible, adaptable and efficient business within competitive business realities balanced against fair wages, hours, and working conditions for employees.
  6. The Employer’s ability to attract and retain qualified staff
- g) The Selector shall render his or her decision in writing within twenty-eight (28) days of his or her appointment and said decision shall be final and binding on all parties to this agreement.
- h) The Company and the Union shall pay all costs associated with the preparation and filing of their written submissions and meetings. The Company and the Union shall equally share the costs and expenses of the Selector.
- i) Where a selector is unable to enter on or to carry on his or her duties so as to enable a decision to be rendered within the time specified above, the Selector shall advise the parties by registered mail, and the parties shall reselect a Selector under (b) above.

Duly executed by the parties here to this 27th Day of May, 2003, in the City of Niagara Falls, in the Province of Ontario.

For the Union

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For the Company

  
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## **SCHEDULE "A"**

- a) The Company may pay ninety percent (90%) of the wage rate shown in Schedule "A" for employees who are serving their probationary period.
- b) Over scale employees, as of the Date of Ratification, shall receive the equivalent dollar increase awarded to regular employees in the same classification; this shall continue for further increases thereafter.
- c) Probationary student employees shall receive ninety percent (90%) of the rate shown for the classification in which they are employed.
- d) Employees shall be paid a minimum of twenty cents (\$0.20) above the minimum wage rates set by the Province of Ontario or fit into the wage scale above, whichever is greater.
- e) Employees employed on a night shift will receive a premium of fifty cents (\$0.50) per hour in addition to the employee's regular hourly rate of pay for all hours worked between midnight and eight (8) a.m.
- f) There shall be no pyramiding of overtime, premiums or other benefits as provided for in the Collective Agreement.

**CANADIAN NIAGARA HOTELS**

New	New	New
Dec2/02	Dec2/03	Dec2/04

**Rooms**

Lead Hand Room Att.	11.92	12.28	12.65
Room Attendant II "new"	11.19	11.53	11.88
Room Attendant I	10.98	11.31	11.65
Lead Hand Houseperson	11.48	11.83	12.18
Houseperson/Night cleaner	10.54	10.85	11.18

Lifeguard	10.43	10.75	11.07
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Doorperson	8.67	8.93	9.20
Lead Hand Bellman	8.24	8.45	8.66
Bellperson	7.69	7.88	8.08
Valet Parking Att	8.67	8.93	9.20
Character Doorperson	10.75	11.08	11.41

**Maintenance**

Senior Maint. Mech.	15.66	16.13	16.61
Tile Setter/Carpet Layer	12.91	13.29	13.69
Carpenter	12.91	13.29	13.69
Lead Hand Maintenance	14.05	14.47	14.90
Mechanic 1	12.76	13.14	13.54
Mechanic 11	12.37	12.74	13.12
Painter	11.79	12.15	12.51
Painter Lead Hand	12.39	12.76	13.15
Maintenance Utility	11.79	12.15	12.51
Yardperson	10.79	11.12	11.45
Utility House Person	10.57	10.88	11.21

**Food & Beverage**

Dishwasher	10.35	10.66	10.98
Potwasher	10.35	10.66	10.98
Cleaner Kitchen	10.35	10.66	10.98
Banquet Porter	10.35	10.66	10.98
Server	7.69	7.88	8.08
Rm Service	7.69	7.88	8.08
Busperson	9.42	9.71	10.00
Bartender	12.47	12.85	13.23
Cashier	11.37	11.71	12.06
Cook 1	16.72	17.22	17.73
Cook 11	15.13	15.58	16.05
Cook 111	13.07	13.46	13.87
Cook 1V	11.90	12.25	12.62
Pantry	11.90	12.25	12.62
Storeroom Att	10.35	10.66	10.98

**Banquet**

Banquet Captain	14.69	15.13	15.58
Server	7.69	7.88	8.08
Host Bartender	7.46	7.65	7.84
Cash Bartender	9.42	9.71	10.00
Cashier*	11.34	11.68	12.03
Coat Checker*	9.68	9.97	10.27
Banquet Porter (casual)*	10.35	10.66	10.98

## **BANQUET ADDENDUM**

### **ARTICLE 1 - SCOPE**

- 1.01 Under this addendum to Collective Agreement I, the Company recognizes the Union as the bargaining agent for all banquet priority servers, banquet regular servers, banquet casual servers, banquet regular bartenders, banquet casual bartenders, banquet casual cashiers, banquet casual coat checkers, banquet casual porters, banquet cooks and stewards.

A banquet shall be defined as any group of more than twenty (20), that is not a tour and that has requested a private room for food and beverage services.

- 1.02 New classifications may be introduced pursuant to article 2.03 of Collective Agreement I.

### **ARTICLE 2 - SCHEDULING**

- 2.01 It is agreed that the banquet priority servers will be given priority status and will be scheduled in order of seniority to the weekly maximum of forty-four (44) hours per week. All other employees shall be scheduled by seniority.
- 2.02 Employees covered under Article 24 - Classifications and Rates of Pay of Collective Agreement I who normally perform work similar to the job required for banquets may register their names with the Human Resources Department, or the Union, as the case may be, for employment under this Banquet Addendum.
- 2.03 It is agreed that the Company or the Union, as the case may be, shall not utilize the employees referred to in Article 2.02 if the scheduling creates an overtime situation. Employees in this category, who work under the main Collective Agreement and the Banquet Addendum in the same scheduling week, will be subject to the provisions defined in Article 3 - Overtime Regulations of the Banquet Addendum. The overtime provisions of the main Collective Agreement shall not apply.

### ARTICLE 3 - OVERTIME REGULATIONS

3.01 All employees shall be paid overtime at the rate of time and one-half their regular rate for time worked in excess of forty-four (44) hours on a scheduled weekly basis.

### ARTICLE 4 - MEAL ALLOWANCE

4.01 Employees will be charged with one meal per day. The price of such meal will be deducted from the employee's rate as \$2.50 per day. Time will be granted for such meals. If this is not possible, with prior approval of management, pay of the one half (½) hour lost will be given for that shift and the meal for that day will not be deducted.

### ARTICLE 5 - STATUTORY HOLIDAYS

5.01 Employee's working on the following statutory holidays shall receive wages at the rate of time and one half their regular rate of pay. Employees not working on any of the following government statutory holidays shall receive payment of the said holidays as required by the Employment Standards Act:

- |                   |                        |
|-------------------|------------------------|
| a) New Year's Day | f) Thanksgiving        |
| b) Good Friday    | g) Christmas Day       |
| c) Victoria Day   | h) Boxing Day          |
| d) Canada Day     | i) New Year's Eve      |
| e) Labour Day     | j) Employee's Birthday |

### ARTICLE 6 - VACATION PAY

6.01 Vacation pay will be paid on a bi-weekly basis as follows:

#### Banquet Priority and Banquet Regular Staff

Length of Service	Vacation pay as a % of Gross Earnings
Less than five (5) years	4%
Five (5) years but less than ten (10)	6%
Ten (10) years but less than twenty (20)	8%
Twenty (20) years or more	10%

Banquet Casual Staff shall receive vacation pay equal to four percent (4%) of gross earnings.

### ARTICLE 7 - GRATUITIES

- 7.01 Servers and Host Bartenders serving functions shall receive seventy-five percent (75%) of the tendered gratuity. Porters shall receive one percent (1%) of the tendered gratuity.
- 7.02 In the event corkage is charged, 15% of the amount charged shall be paid to the employees serving the beverages.
- 7.03 When servers are required to Butler drinks the gratuity shall be equally split among the bartenders and servers working the function. This shall apply to drinks only.
- 7.04 In the event of company functions the servers shall receive one hundred percent (100%) of eleven percent (11%) gratuities.

### **ARTICLE 8 - WORKING CONDITIONS**

- 8.01 A maximum of twelve (12) dinners may be carried on a tray at one time from the kitchen to the banquet area.
- 8.02 Employees shall not be required to service more than forty-five (45) covers for breakfast or buffet, and thirty (30) covers for lunches or dinners, unless there is an emergency, or an overflow of guests.
- 8.03 In the event that an emergency situation arises and the Company or the Union, as the case may be, has endeavoured but failed to schedule bargaining unit employees, as set forth in Article 1 - Scope of this Banquet Addendum, to perform the required functions, non-union staff may be utilized.

### **ARTICLE 9 - BANQUET PRIORITY SERVERS**

- 9.01 The following list constitutes the Banquet Priority Servers in order of seniority:
1. Barbara Baldin
  2. Phyllis Booth
- 9.02 Should the employment of any of these individuals terminate, the company or the Union, as the case may be, shall replace these individuals with individuals from the banquet Casual servers, on a seniority basis.

### **ARTICLE 10 - HEALTH AND WELFARE**

- 10.01 The two (2) Banquet Priority Servers shall receive health and welfare benefits to be agreed upon between the parties

### **ARTICLE 11 - PAYMENT OF WAGES**



11.01 Payment of earnings and gratuities will be made on a biweekly basis, in accordance with the regular payroll practices. A breakdown of gratuity payments will be included.

11.02 The minimum wages for this Banquet Addendum shall be as follows;

<u>Classification</u>	<u>Upon Ratification</u>	<u>Dec 2, 2003</u>	<u>Dec 2, 2004</u>
Banquet Captain	14.69	15.13	15.58
Server	7.69	7.88	8.08
Host Bartender	7.46	7.65	7.84
Cash Bartender	9.42	9.71	10.00
Cashier	11.34	11.68	12.03
Coat Checker	9.68	9.97	10.27
Banquet Porter (casual)	10.35	10.66	10.98

(a) All employees shall be paid not less than twenty cents (\$0.20) per hour above the minimum wage rate set by law in the Province of Ontario, or the rate shown above for the appropriate classification, whichever is greater.

(b) Servers cleaning a function other than the one they served food on will be paid porter rate for clean up.

11.03 An employee working one function in a single day would receive a minimum of three (3) hours work and/or wages. However, should an employee work a second function in any one day, the rate of wages would apply on the basis of the actual number of hours worked or any fraction thereof.

## **Article 12 – Sheraton on the Falls Conference Center**

### **12.01 Application:**

The parties agree that the provisions of this Article shall apply only to the Sheraton on the Falls Conference Center, and amends other provisions of the Banquet Addendum:

**12.02** The following are the sub-classifications of banquet employees:

(a) a “full-time” banquet employee means a banquet employee who regularly works more than twenty-four (24) hours per week.

(b) a “part-time” banquet employee means a banquet employee who regularly works not more than twenty-four (24) hours per week; and

- (c) a “casual” banquet employee means a person working at the Conference Center on an irregular basis and/or for occasional periods but not so employed for the purpose of depriving full-time employees or part-time employees of regular hours when such employees in these affected classifications are available to work such regular hours.

### **12.03 Terms of Employment**

- (a) Except as otherwise provided herein, part-time employees shall only be entitled to the terms and conditions of the Banquet Addendum, to the grievance procedure and to the benefits of Article 11 as applicable.
- (b) Casual employees shall only be entitled to the benefits and wages as shown in this Banquet Addendum for them.

### **12.04 Hours of Work, Overtime Pay, & Averaging of Hours Agreements:**

The parties acknowledge that work schedules for banquet staff of the Conference Center will be irregular as compared to other hotel/restaurant staff,

- a) Given the above, an employee may elect to work beyond 44 hours of work in any given week using an “averaging of hours” calculation for the bi-weekly pay period in which the work is performed. In this event, overtime pay shall be paid using a two week averaging of hours calculation, such that overtime pay at 1.5X an employee’s regular rate will be paid in the event an employee works beyond 88 hours of work in any given bi-weekly pay period.
- b) Once an employee elects an “averaging agreement”, the agreement cannot be revoked unless both the Company and the employee agree to revoke such an agreement.
- c) Averaging agreements shall expire upon the day a new collective agreement comes into effect or 12 months from the date of employee election, whichever occurs first.
- d) Nothing in this section requires an employee to elect to work under an “averaging of hours agreement”

### **12:05 Seniority**

Seniority for part-time and casual banquet staff shall be calculated on the basis of hours worked, and updated and posted monthly.

### **12:06 Union Dues:**

The parties agree that the current practice of union dues calculations shall be used at the Conference Center.

**12:07 Staff Gratuity Distribution:**

a) The Company shall provide for staff gratuities based upon 11.40 % of net food and/or beverage revenue for bargaining unit staff by way of an employee gratuity pool as follows:

Servers/Bartenders	8.4%
Porters	1.5%
Kitchen/Stewards	1.5%

- b) Kitchen /Stewards and Porter gratuity pools shall be accumulated over a two-week pay period and distributed according to each employee's hours of work in that pay period.
- c) Excluding "special functions", servers/bartenders gratuity pool shall be accumulated on a weekly basis, commencing with the start of the first day of the pay period immediately following the date of ratification. A "special function" shall be defined as any function where the combination of servers and bartenders exceed 50 to serve a function. In cases of a "special function", gratuities shall be allocated to each person working the function on the basis of hours worked, and includes setup and clean-up of the function, as required.
- d) In the event of butlering of beverages at a function, the portion of the gratuity normally reserved for servers and bartenders' gratuity pool shall be pooled and allocated to such staff on the basis of each employee's hours of work at the function.
- e) In the event of company functions the same gratuity percentage of 11.4% of net food and/or beverage revenue shall apply.
- f) In the event corkage is charge, 15% of the amount charged shall be paid to the employees serving the beverages.

**12.08** An employee who has not been authorized and who refuses or fails to work two(2) assignments in any month shall have his/her status changed to that of:

- a) in the case of a full-time employee, he/she shall have his/her status changed to part-time and his/her name shall be inserted at into the part-time seniority list in accordance with his/her accumulated seniority.
- b) In the case of a part-time employee, he/she shall have his/her status changed to casual and his/her name shall be inserted at the top of the casual employee list.

- c) In the case of a casual employee, he/she shall be inserted at the bottom of the casual employee list. A Casual employee who has not rendered compensated service in the last twelve (12) months shall be removed from the casual employee list and deemed to have terminated his/her employment with the Company.
- d) An employee who has his/her status and/or seniority changed shall only regain his/her previous status and/or seniority in accordance with the seniority provisions contained in this agreement.

**12.09: Priority Banquet Servers**

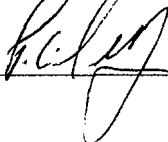
The parties agree that existing Articles 9 & 10 of the Banquet Addendum shall only apply to the Brock Plaza Banquets department.

Duly executed by the parties hereto this 3<sup>rd</sup> Day of April, 2003, in the City of Niagara Falls, in the Province of Ontario.

For the Union

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For the Company

  
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LETTER OF UNDERSTANDING

Between

Canadian Niagara Hotels Inc.  
(Hereinafter referred to as the company)

-and-

Hotel Employees and Restaurant Employees Union, Local 75  
(hereinafter referred to as the union)

The Company agrees to continue to pay Joan Archambault vacation pay in accordance with the past practice of payment to her.

Duly executed by the parties here to this <sup>3<sup>rd</sup></sup> Day of April, 2003, in the City of Niagara Falls, in the Province of Ontario.

For the Union

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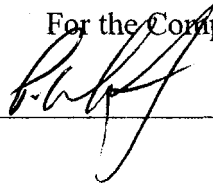
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For the Company

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LETTER OF UNDERSTANDING

Between

Canadian Niagara Hotels Inc.  
(Hereinafter referred to as the company)

-and-

Hotel Employees and Restaurant Employees Union, Local 75  
(hereinafter referred to as the union)

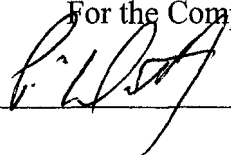
The Company agrees to make deductions from employees pay for the purpose of RRSP contributions. Said amounts deducted shall be remitted to a financial agency to the credit of the individual having the deduction made. The said deduction shall be made upon request of the individual to the payroll department.

Duly executed by the parties here to this 3<sup>rd</sup> Day of April, 2003, in the City of Niagara Falls, in the Province of Ontario.

For the Union

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For the Company

  
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LETTER OF UNDERSTANDING

Between

Canadian Niagara Hotels Inc.  
(Hereinafter referred to as the company)

-and-

Hotel Employees and Restaurant Employees Union, Local 75  
(hereinafter referred to as the union)


The Union agrees to fully support and co-operate with the Company with respect to achieving the principles and goals of Employment Equity. The Union further agrees to assist and promote the Company's implementation of all required steps and guidelines under the Federal Contractors Program

Duly executed by the parties here to this <sup>3<sup>rd</sup></sup> Day of April, 2003, in the City of Niagara Falls, in the Province of Ontario.

For the Union

For the Company

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