

COLLECTIVE AGREEMENT

BETWEEN:

**1000928655 ONTARIO INC. o/a HAMPTON INN,
SUDBURY and 1000928625 ONTARIO INC. o/a
HOMewood SUITES BY HILTON, SUDBURY**
(hereinafter called the "Employer")

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION**

LOCAL 2020
(hereinafter called the "Union")

April 10, 2025 - April 9, 2028

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to secure and promote the efficient and effective operation of the Employer’s business without interruption or interference with work and to establish and maintain a mutually satisfactory relationship between the Employer, the Union and the employees represented by the Union, and to provide procedures for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer employed at its Sudbury Regent Street Inc. o/a Homewood Suites by Hilton and o/a Hampton Inn by Hilton in the City of Greater Sudbury save and except supervisors*, persons above the rank of supervisor, sales, office, and clerical staff.

* CLARITY NOTE: Positions of Housekeeping Supervisor and Front Desk Supervisor are not excluded from the Bargaining Unit.

- 2.02 Any changes or amendments to this agreement during its term shall be incorporated only with mutual agreement between the Employer and the Union.
- 2.03 Where the singular is used, it may also be deemed to mean plural and vice versa.
- 2.04 The term "employee" or "employees" means an employee employed within the bargaining unit for which the Union is recognized as described in Article 2.01.
- (a) “Full time employee” means an employee employed in the bargaining unit described in Article 2.01 who is normally scheduled to work more than twenty-four (24) hours per week; and
 - (b) “Part time employee” means an employee employed in the bargaining unit described in Article 2.01 who is normally scheduled to work twenty-four (24) hours or less per week.
 - (c) It is understood that the Employer may from time to time place a student enrolled in a college hotel management program or co-op student. Co-op students and other persons who are not employed for compensation by the Employer may be used to perform bargaining unit work as long as doing so does not directly result in the reduction in the hours of work of a bargaining unit employee.
 - (d) It is recognized that Department Heads and other Managerial Personnel may perform bargaining unit work from time to time, as required for the efficient operation of the Hotel. No employees shall be laid off as a result of the above exceptions performing the work.
 - (e) No employee shall be laid off or be prevented from being recalled as a result of work being contracted out.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the Employer and

direction of the working force are fixed exclusively in the Employer without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and discipline and enhance efficiency and effectiveness;
 - (b) hire, discharge, layoff and recall, suspend, classify, direct, transfer, promote, demote or discipline employees for just cause, subject to the right of an employee to lodge a grievance in the matter and to the extent as herein provided;
 - (c) to add, maintain and enforce reasonable rules and regulations to be observed by employees;
 - (d) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, to plan, direct and control operation, to direct the workforces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of services and processes, methods and procedures to be employed, schedules of work or production, including scheduling meals and other breaks, standard of performance, to select, procure and control supplies, materials, products and produce, to determine the extension, limitation, curtailment and cessation of operation.
- 3.02 It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the specific terms of this agreement. It is also understood that a claim that the Employer has exercised these rights in a manner that is inconsistent with the specific terms of this agreement shall be proper subject matter for a grievance.
- 3.03 The Union agrees that, except as specifically provided for by the provisions of this Agreement, there will be no Union activity on the premises of the Employer during the employee's working hours, except by agreement with the Employer.
- 3.04 Authorized Representatives of the Union may enter the premises of the Employer for the purpose of conducting business provided the Representatives first receive permission from the General Manager or designate. Such permission shall not be unreasonably denied. Notice upon entering shall be given to a representative of management. Such business shall be conducted at a mutually agreeable time and place. It is further agreed that such activity shall not interfere with the efficient operation of the Hotel.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment on the grounds of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, gender expression, gender identity, age, marital status, family status, disability, ethnic origin, colour, religion, or record of offences.
- 4.02 The Employer and the Union agree to observe the provisions of the Ontario Human Rights Code. The right of an employee to rely upon the provisions of the Ontario Human Rights Code in a grievance under this Agreement shall not be limited.
- 4.03 The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them

or their representatives or members because of an employee’s membership or non-membership in the Union or because of his or her activity or lack of activity in the Union.

ARTICLE 5 - WORKPLACE VIOLENCE/HARASSMENT

5.01 The Employer and the Union promote a workplace environment that is free from violence and/or harassment. The Occupational Health and Safety Act provides the following definitions:

Workplace Violence:

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
- A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Workplace Harassment:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

5.02 Employees are responsible to report all incidents of workplace violence and/or harassment. The Employer, the Union and every employee is responsible to comply with the Workplace Violence and Harassment provisions of the Occupational Health and Safety Act. Acts of workplace violence and/or harassment will not be tolerated and shall be deemed to be just cause for discipline which may include dismissal. An employee may report a complaint to a joint committee which shall consist of one (1) Employer representative appointed by the Employer and one (1) Union representative appointed by the Union. Management will forward all notices of “fact findings” to a shop steward at the same time that they send notice to the employee involved. A shop steward will be required to be present unless this requirement is waived by the employee in writing. Such complaint shall be investigated in a confidential manner and the findings, with recommendations for a satisfactory resolution shall be submitted to the affected employee. All information of the committee respecting the complaint, investigation, report and other pertinent information shall be confidential. Nothing shall prevent an employee from pursuing his or her complaint through the available legal procedures or government procedures. It is understood that this clause will not restrict the employer from fulfilling its responsibilities under the Act.

ARTICLE 6 - UNION SECURITY

6.01 The Employer shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

6.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in

any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto Ontario M5L 1K1 in such form as shall be directed by the Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator

- 6.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- (a) a list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - (b) The above list in (a) to include the names of all employees from whom no deductions have been made and reasons;
 - (c) This information shall be sent to both Union addresses identified in article 6.02 in such form as shall be directed by the Union to the Employer
- 6.04 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this article.
- 6.05 The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.
- 6.06 Upon request by the USW Staff Representative, the Employer agrees to provide a list of names and addresses of all employees covered by this Collective Agreement within fourteen (14) calendar days of the request.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 The Employer agrees that, during the life of this agreement, it shall not cause or direct any lockouts of employees and the Union agrees that it shall not cause or direct any strikes of its members. The terms “strike” and “lockout” shall carry the same meaning as they are defined in the Ontario Labour Relations Act.

ARTICLE 8 - UNION STEWARDS AND GRIEVANCE COMMITTEE

- 8.01 The Union may select three (3) stewards from those who have successfully completed their probation to represent employees, one of which will be the Unit President. The Union shall appoint a steward from each property to represent the employees.
- 8.02 The Employer agrees to recognize a Union grievance committee to assist employees in presenting grievances to the designated representatives of the Employer in accordance with the grievance procedure. The Committee shall be composed of the Unit President plus one steward.
- 8.03 The Union shall inform the Employer in writing of the names of the Stewards and the

Unit President and Employer shall not be obligated to recognize such personnel until it has been so informed.

- 8.04 The Union acknowledges that stewards have regular duties to perform on behalf of the Employer and that stewards shall not leave such duties during working hours without first obtaining permission from the Employer. Where it is necessary for a Steward to investigate an employee's grievance or complaint during working hours, the employees shall not be disturbed in the performance of his or her assigned duties unless that employee's supervisor has given that employee permission to discuss the matter with the Steward.
- 8.05 For clarification it is understood that the “Unit President” may replace any other bargaining unit member of any committee or steward at any time it is deemed appropriate by the Union to do so.
- 8.06 Management to provide a two-drawer lockable filing cabinet exclusively for union use/access and the Employer will undertake to provide space on an “as needed” basis for shop stewards to conduct meetings with members regarding hotel operational matters.
- 8.07 New employees, upon hire, will be given a union package including a collective agreement. Upon completion of their probationary period will be scheduled for one (½) half hour introduction session with the Unit President at a mutually agreed time. It is agreed there shall be no loss of wages or benefits for participants.

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

- 9.01 (a) There shall be a Labour-Management Committee consisting of two (2) representatives of the Union one of which will be the Unit President and two (2) representatives of the Employer. An additional resource person may accompany the representatives of either party on mutual agreement.
- (b) The Committee shall meet quarterly or more often as mutually agreed. Meetings shall be at a mutually agreed time and place. Each party shall notify the other party of the proposed agenda as far in advance of the meeting as possible, but no later than one (1) week before the meeting. The Chair of the Committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Union member and a Employer member. Meetings shall be limited to one hour unless mutually agreed.
- (c) The purpose of the Labour-Management Committee is to discuss items of mutual concern to Management and Union outside of the Collective Agreement. The Committee shall not have the power to alter, amend or modify the specific terms of this Agreement, nor to deal with any matter which is subject to the Grievance Procedure.
- (d) Union members of the Labour-Management Committee shall not suffer any loss of earnings while attending meetings of the Committee during their regular scheduled working hours.

ARTICLE 10 - NEGOTIATING COMMITTEE

- 10.01 The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees. The Negotiating Committee shall consist of the Unit President

and one (1) other member selected by the Union along with a staff representative(s) of the United Steelworkers. It is agreed that the Local President or their designate may also attend negotiations.

10.02 The Negotiating Committee is a separate entity from other committees and shall deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

10.03 PAYMENT OF THE STEWARDS AND COMMITTEES

(a) Union members of the Negotiating Committee shall not suffer any loss of earnings while attending negotiation meetings with the Employer during their regular scheduled working hours for up to three (3) days for each employee member of the Bargaining Committee.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 It is the mutual desire of the parties hereto that any complaints or grievances arising between the parties with respect to the interpretation, application, administration or alleged violation of this Agreement shall be dealt with in a timely manner.

11.02 It is agreed that all Step 1 and Step 2 meetings held between the Employer, the employee and the Union Steward shall be held during regular working hours. The employees shall be paid for time lost from work to attend these meetings at the employee's straight time hourly wage rate. There will be no payment for those employees who have been suspended or discharged. An International Representative may be present at any step of the grievance procedure.

11.03 It is generally understood that an employee has no complaint or grievance until he or she has first given his or her immediate supervisor an opportunity to adjust the complaint. The complaint shall be communicated to the supervisor within seven (7) calendar days of the event having occurred or the date on which the grievor ought to have known the event occurred. If, after registering the complaint with the supervisor, the complaint is not settled within seven (7) calendar days or such longer period which may be agreed to by the parties, then the following steps shall be followed:

Step 1

- (a) The grievance shall be submitted in writing, which must state the violation and relief sought and must be signed by the employee, to the immediate supervisor, or designate, either directly or through the Union within seven (7) calendar days.
- (b) Within seven (7) calendar days of the receipt of the written grievance, the immediate supervisor, or designate, shall give a written response to the Steward and the Union office.

Step 2

- (a) If the complaint is not satisfactorily settled at Step 1, the grievance may be submitted to one of the General Managers, or designate, within seven (7) calendar days from the date of receipt of the answer given at Step 1.
- (b) Within seven (7) calendar days of the receipt of the grievance, the General Manager or designate, shall hold a meeting with the grievor and the Steward, or grievance

committee where mutually agreed, in an effort to resolve the grievance.

- (c) Within seven (7) calendar days of the meeting with the grievor and their representative, the General Manager, or designate, shall render a decision in writing to the Steward and the Union office

Step 3

If the grievance is not settled at Step 2, then the grievance may be referred to arbitration in accordance with Article 13 of this Agreement. If no written request for arbitration is received within (30) calendar days of the response in Step 2, then the grievance shall be deemed to be abandoned and the same grievance shall not be subject to a further grievance.

11.04 GROUP GRIEVANCES

When two or more employees wish to file a grievance arising from the same incident, such grievance may be handled as a group grievance and presented to the Employer beginning at Step 2 of the grievance procedure. A group grievance must be filed within fourteen (14) calendar days of the event having occurred or of the employees being aware of the event.

11.05 POLICY GRIEVANCE

If, during the life of this Agreement, a dispute should arise between the Union and the Employer concerning the interpretation, application, administration or alleged violation of the Agreement, then the aggrieved party may submit the alleged complaint to the other party, in writing, giving full particulars of the matter. This complaint must be given to the General Manager or the Union Staff Representative within fourteen (14) calendar days from the time either party knew or ought to have known of the alleged violation.

11.06 ACCESS TO FILES

Upon request in advance, an employee shall have access to his or her personnel file for the purpose of reviewing any of the file's contents including formal disciplines contained therein. An employee shall have the right to respond to any document contained in the personnel file and such response shall form part of the employee's permanent record. The employee shall be provided copies of any of the content of the file if requested, at no cost to the employee.

- 11.07 The time limits provided in this article are mandatory. It is understood and agreed that Section 48(16) of the Labour Relations Act does not apply to this Collective Agreement. The time limits in this article may be extended by mutual agreement between the parties, in writing.

ARTICLE 12 - DISCHARGE AND DISCIPLINARY ACTION

- 12.01 Where an employee feels they have been unjustly suspended or discharged, the employee may file a grievance at Step 2 of the grievance procedure within fourteen (14) calendar days of the discharge or suspension.

- 12.02 Where an employee has refused union representation at their disciplinary meeting, it is agreed that the Stewards will be notified immediately of the suspension or discharge of an employee in the bargaining unit.

- 12.03 Where an employee is subject to any disciplinary action, one of the Managers shall arrange to have a steward present at the meeting, unless the employee waives this right. In the event that a steward is not available, the matter will be brought to the attention of the employee. The discipline will then be postponed until the Steward is available.
- 12.04 The Employer shall not rely on any past discipline that is older than twelve (12) months where there has been no further incidents or infractions of a similar nature.

ARTICLE 13 - ARBITRATION

- 13.01 The Arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator.
- 13.02 This provision applies if a difference arises between the parties relating to the interpretation, application or administration of this agreement, including a question as to whether a matter is arbitrable. This provision also applies in the case of an allegation that this agreement has been violated.
- 13.03 After exhausting any grievance procedure established by this agreement, either party may give written notice to the other that it wishes to submit the difference or allegation to arbitration.
- 13.04 The parties shall then appoint a person to act as arbitrator. If they are unable to agree upon the appointment of any arbitrator within fourteen (14) calendar days after the notice is given, the arbitrator shall be appointed by the Minister of Labour for Ontario at the request of either party.
- 13.05 The arbitrator shall hear and determine the difference or allegation and shall issue a decision. The arbitrator's decision is final and binding upon the parties and upon any employee or employer affected by it. The arbitrator shall give a decision within thirty (30) days after hearings on the matter submitted to arbitration are concluded.
- 13.06 The time described in 13.05 for giving a decision may be extended at the discretion of the arbitrator so long as he or she states in the decision the reasons for extending the time.
- 13.07 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this agreement.
- 13.08 The fees and charges of the arbitrator shall be borne equally by the two parties hereto.
- 13.09 The time limits provided in this article are mandatory. It is understood and agreed that Section 48(16) of the Labour Relations Act does not apply to this Collective Agreement. The time limits in this article may be extended by mutual agreement between the parties, in writing.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 The provisions of this Article are intended to define the normal hours of work as a basis for calculating time worked and shall not be construed as a guarantee of hours of work per day or per week, nor a guarantee of a working schedule.
- 14.02 The normal work week shall consist of forty (40) hours per week made up of five (5)

- eight (8) hour days. The Employer will schedule, on a best efforts basis, two (2) consecutive days off each week.
- 14.03 The Employer shall post the bi-weekly schedules of work no later than 2:00 pm on the preceding Thursday.
- (a) Availability of part-time employees must be provided a minimum of one week (7 days) prior to the posting day of the schedule.
- 14.04 Employees are to be entitled to two (2) paid fifteen (15) minute rest periods in each shift, sometime during the first and second halves of the shift at a time determined by the Employer. For clarification, if less than six (6) hours are worked the employee will only be entitled to one (1) paid rest period of fifteen (15) minutes.
- 14.05 Employees shall be entitled to a one-half hour unpaid lunch break during each shift of five (5) hours or more, to be taken at a time no later than five hours from the commencement of his or her shift, to be scheduled by Management.
- 14.06 Shift changes shall be permitted provided the employee gets permission from their immediate supervisor or their designate beforehand.
- 14.07 An employee calling in sick must call their immediate supervisor or designate. It is agreed that the employee will call in as soon as possible with a best effort to call in 4 hours prior to the commencement of their shift.
- 14.08 Whenever possible, shift schedules shall be arranged to give employees at least sixteen (16) hours between shifts.
- 14.09 Whenever possible, the Employer shall use its best efforts to schedule the hours of work to minimize the use of split shifts.
- 14.10 Overtime at the rate of time and one half of the employee's basic rate of pay shall be paid
- (a) for authorized hours worked in excess of eight (8) hours per day.
- (b) for authorized hours worked in excess of forty (40) hours per week.
- 14.11 Overtime opportunities shall be shared as equally as practicable among employees normally performing the work required and shall be on a voluntary basis. The Employer reserves the right to schedule overtime work and shall give reasonable consideration to personal reasons from individual employees for inability to work overtime.
- Should the Employer fail to obtain sufficient employees on a voluntary basis, it shall have the right to require junior employees in the classification to work, provided the request does not violate the employee's rights under the Employment Standards Act.
- 14.12 To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision and there shall be no duplication or pyramiding of overtime or other premium payment.

- 14.13 An employee who reports for work at his or her regular time and who is sent home because no work is available or commences to work but is assigned less than their scheduled shift, shall receive a minimum of four (4) hours pay at the appropriate hourly rate. This provision shall not apply in circumstances beyond the reasonable control of the Employer. (Examples - fire, flood, snowstorms, major equipment failure).
- 14.14 When an employee has not been working because of illness, leave of absence or any other causes, it shall be the employee's responsibility to arrange with the Employer for his or her return to work prior to the employee's intended date of return, and if the employee fails to do so he or she shall not be entitled to the reporting allowance as herein provided.
- 14.15 Seniority shall be lost and an employee's name shall be removed from all seniority lists and an employee shall be deemed terminated from employment, if he or she is absent from work for a period of time longer than twenty-four (24) consecutive months due to illness, injury or accident, unless the individual is able to provide medical information that indicates that the employee will be able to return to work in the reasonably foreseeable future. This paragraph will not apply to any individuals who were already on leave as of April 10, 2013.
- 14.16 It is the employee's obligation to keep the Employer informed of his or her correct address and current telephone number, and the Employer shall not be liable for any payment hereunder unless arrangements have been so made.
- 14.17 An employee who has left the Hotel after the completion of his or her regular shift and is called back to work shall receive a minimum of four (4) hours pay at his or her regular straight time hourly wage rate. It is understood that this shall not apply in the case of an employee who is required to work a period prior to the commencement of his or her regular shift, but he or she shall be appropriately compensated.

ARTICLE 15 - SENIORITY

- 15.01 Seniority is the principle of granting preference to employees in accordance with their length of continuous employment, with the Employer, for vacancies and promotions to positions within the bargaining unit, layoff, and recall from layoff, as set out in the provisions below, and vacation scheduling.
- 15.02 PROBATIONARY EMPLOYEES
 - (a) The probationary period shall be sixty (60) working days. A working day shall mean the scheduled hours for any one shift. Once an employee successfully completes the probationary period the employee's seniority date shall be his or her most recent date of hire.
 - (b) The layoff, termination or discharge of an employee during his or her probationary period shall be at the sole and absolute discretion of the Employer without regard for cause or just cause and shall not be a dispute subject to the grievance and arbitration procedure except as provided for in law.
- 15.03 Seniority in the agreement shall be applied as follows;
 - (a) Full time and part time employees shall be recognized as two separate groups and

each group shall have separate departmental ranking for the purpose of Article 14 of the agreement and the Departments shall be as follows.

- Homewood Front Desk
- Hampton Front Desk
- Homewood Housekeeping
- Hampton Housekeeping
- Homewood Breakfast Service & Evening Reception Service
- Hampton Breakfast Service
- Maintenance
- Night Audit

- (b) (i) Seniority shall apply to entitlement to available days off and shift preference on available shifts, within job classifications, subject to the Employer being able to maintain a qualified and efficient work force.
- (ii) Seniority shall apply to entitlement to available call off shifts. Should call off shifts not be satisfied then reverse seniority shall apply.
- (c) Seniority ranking for the purpose of workforce reduction and job postings shall be based on most recent date of hire with the Employer, for full time and part time employees.
 - (i) Full-time employees shall have preference over part-time employees when competing for full-time vacancies.
 - (ii) Part-time employees shall have preference over full-time employees when competing for part-time vacancies.
 - (iii) When a part-time employee becomes a full-time employee, he/she shall be inserted at the bottom of the full-time seniority list for the job classification and department involved and his/her seniority date for the purpose of that list shall be the date that he/she became a “full time” employee in that job class and department.
 - (iv) When a full-time employee becomes a part time employee he/she shall be ranked on the part time seniority list in accordance with his/her most recent date of hire with the Employer and shall not retain any ranking as a full-time employee.
- (d) Movement from part time to full time or from full time to part time shall only be permitted by postings through Article 16.02 posting procedure or by exercising bumping rights prompted by workforce reduction.
- (e) If any full-time employee declines opportunities to work shifts or forfeits shifts, that result in their normal schedule being reduced to less than the hours that define a “full time employee” under Article 2.04 (a), for three or more weeks in any seven consecutive weeks, that employee will be subject to having their status changed to that of a “part time employee” at the sole discretion of the employer.
- (f) When exercising the right to bump during workforce reductions, the employee must have demonstrated skill and ability and bump the most junior employee in the

affected classification. Nothing in this agreement obligates the Employer to provide training for any employee during workforce reductions.

15.04 LOSS OF SENIORITY AND EMPLOYMENT

An employee shall lose seniority standing, his or her name shall be removed from all seniority lists and employment deemed to be terminated for any of the following reasons:

- (a) If the employee voluntarily quits.
- (b) If the employee is discharged and is not reinstated.
- (c) If the employee fails to report for work after a layoff within seven (7) calendar days after date of recall notice sent by registered letter to the employee's last address known to the Employer. The employee is solely responsible for their proper address being on record with the Employer.
- (d) If the employee has been on layoff for lack of work for a period of more than eighteen (18) consecutive months.
- (e) If the employee is absent without permission for two (2) consecutive working days, unless he or she has a reasonable and justifiable explanation for the absence.
- (f) Overstays a leave of absence without the prior permission of the Employer or without justifiable reason.
- (g) Uses a leave of absence for reasons that are not consistent with the initial request for the leave without the prior approval of the Employer or providing proved to be untrue reasons for the request for the leave.
- (h) If a part-time employee fails to provide a minimum of sixteen (16) hours (or 2 regularly scheduled shifts) of availability per week and work the shifts when scheduled;

15.05 The Employer shall maintain up-to-date seniority lists showing each employee's seniority date and **his or** her classification. A copy of each seniority list shall be posted on the Union's Bulletin Boards upon request but not more than bi-annually.

ARTICLE 16 - JOB VACANCIES

16.01 Where a vacancy occurs in a classification in the Bargaining Unit, the Employer shall post such vacancy for a period of seven (7) consecutive calendar days. Interested employees must apply for the vacant position to the General Manager during the posting period. Such applications shall be considered by the Employer before considering applicants from outside the Bargaining Unit.

- (a) During the initial posting period, the vacant position will **only** be posted at the property **where there is a vacancy**.
- (b) Applications from the alternate property will be considered at the conclusion of the initial seven (7) day posting period provided:

- i. There was no successful internal applicant from the property originally posting the vacant position, and
- ii. The application was received prior to the expiration of the initial seven (7) day posting period, and
- iii) The applicant has the demonstrated skill and ability.

16.02 The following factors shall be considered by the Employer in filling the vacant position.

- (a) Seniority,
- (b) Skill and ability to perform the work.

Where the skill and ability to perform the work of two or more applicants is relatively equal, seniority shall govern.

16.03 The name of the successful applicant for the vacant position shall be posted on the Union's bulletin boards no later than fourteen (14) calendar days following the close of the posting period. When the job is filled pursuant to this procedure, the successful applicant will commence working in the position no later than twenty-one (21) days after the posting is awarded unless the posting indicates otherwise. The time periods may be extended by mutual agreement of the parties.

16.04 No job shall be assigned to an employee on a permanent basis unless it has been filled through the posting procedure outlined above.

16.05 The successful applicant shall be placed on trial for a period of thirty (30) calendar days. Conditional on performing the normal requirements of the job, the employee shall be declared permanent after a period of thirty (30) calendar days. Where it is determined that the successful applicant cannot perform the normal requirements of the job during the trial period, the employee shall be returned to his or her former position and wage level without loss of seniority. The employee can also elect to be returned to his or her former position and wage level without loss of seniority during the trial period. Any other employee promoted or transferred because of rearrangement of positions shall also be returned to his or her former position and wage level without loss of seniority.

16.06 Where there are no successful applicants, the posting may be filled at the discretion of the Employer.

ARTICLE 17 - TEMPORARY TRANSFERS

17.01 When it is necessary to schedule an employee to work temporarily in a higher paying position, the employee with the most seniority who has the skill and ability to do the job shall be scheduled. When it is necessary to schedule an employee to work temporarily in a lower paying position, the employee with the least seniority who has the skill and ability to do the job shall be scheduled.

17.02 When it is necessary to schedule an employee to work temporarily in another job he or she will be paid the rate of the job or his or her regular hourly rate of pay whichever is the greater. No employee shall suffer a loss of wages as a result of a temporary transfer.

ARTICLE 18 - PREFERENTIAL SENIORITY

- 18.01 Local Union Stewards and the Unit President shall have preferential seniority in case of layoff and shall be retained by the Employer provided they have the skill and ability to perform the available work. The Union shall provide the Employer with the names of the persons affected and the order in which they are to be recognized.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01 The Employer may, at its discretion, grant a leave of absence without pay and without loss of seniority to an employee for personal reasons. Wherever possible, the employee shall request the leave in writing no less than fourteen (14) calendar days in advance. Such requests must include the commencement date, duration of the leave, the date of return from the leave, and the reason for the leave. The Employer agrees to reply to such request in writing within seven (7) working days. Requests for such a leave will not be unreasonably denied.
- 19.02 It is understood that employees on leave of absence shall not use the time granted for purposes other than declared in their request for such leave. Failure to abide by this clause may result in disciplinary actions up to and including termination.
- 19.03 The Union shall be notified of all leaves granted under this Article and shall be provided with a copy of the document setting out the terms and conditions of the leave of absence.
- 19.04 Employees who have been selected by the Union to attend Union conventions or conferences or attend to other Union business shall be granted a leave of absence, without pay, by the Employer provided the leave does not interfere with the operations of the Hotel. In no event shall such leave exceed fourteen (14) calendar days or apply to more than one (1) person in the same department at the same time unless otherwise mutually agreed. The Union shall notify the Employer in writing not less than seven (7) calendar days prior to the start of the leave of absence of the names of the members requiring leave. Seniority shall accumulate during such period.
- 19.05 The Employer agrees to grant an employee a leave of absence without pay and benefits and with no loss of seniority for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the International Union not less than thirty (30) days before the commencement of the leave. The request from the Union shall specify the start date and the end date for the leave. When such leave is exercised, the Union agrees to provide a minimum of thirty (30) days' notice of any change to the duration of the leave. The Employer may, for legitimate business reasons, postpone the start date of the leave. The Employer shall continue to pay for the employee benefits and the Union shall reimburse the employer within (30) thirty days of receipt of the bill.

ARTICLE 20 - MATERNITY AND PATERNITY LEAVE

- 20.01 The Employer agrees that employees shall be entitled to maternity and paternity leave benefits under the provisions of the Employment Standards Act.
- 20.02 The Employer agrees that it shall extend such period of leave, without pay, either before or after delivery, upon receipt of medical evidence supporting the need for such additional leave.

ARTICLE 21 - BEREAVEMENT LEAVE

- 21.01 It is agreed that, after an employee has completed his or her probationary period, the Employer shall grant four (4) consecutive days leave of absence with pay upon the death of the employee's spouse (including common law spouse), parent, child, grandchild, sister, brother, mother-in-law, father-in-law, employee's grandparent.
- 21.02 One (1) day's leave of absence with pay shall be granted upon the death of the employee's spouse's grandparent, brother-in-law, sister-in-law, aunt, uncle, niece, and nephew.
- 21.03 If the bereavement leave referred to in this Article coincides with vacations or other days on which the employee would not normally work, no payment shall be made by the Employer.
- 21.04 Payment shall be made at the employee's regular straight time hourly wage rate pay based on the number of normal hours of work the employee would otherwise have worked.
- 21.05 If an employee requires additional compassionate leave without pay application for leave of absence can be made in the usual way. These applications shall be processed as quickly as possible, if necessary, they may be confirmed by telephone with the Employer.
- 21.06 If an employee must travel more than 150 kilometers to attend the funeral or if a winter death results in a spring/summer burial, the Employer shall grant the employee two (2) additional days of bereavement leave with pay.

ARTICLE 22 - JURY DUTY AND CROWN WITNESS

- 22.01 Should an employee be required to serve on a jury, or is subpoenaed as a Crown witness, the employee shall be paid at **his or** her regular straight time hourly wage rate for all regular hours lost less any jury & witness fees received by the employee, thereby.

ARTICLE 23 - PAYMENT FOR INJURED EMPLOYEES

- 23.01 In the event an employee is injured in the performance of his or her duties, the employee shall, to the extent that he or she is unable to continue to work, be paid his or her regular straight time hourly wage rate lost for the balance of his or her shift. The Employer shall provide and arrange for suitable transportation for the employee to the doctor or hospital and back to the Hotel, and/or to the employees' home, as necessary, at no cost to the employee. It is the responsibility of the employee to report the accident/injury to the Employer immediately, in order for the Employer to thoroughly investigate the incident and complete the necessary documents required by law.

ARTICLE 24 - DOMESTIC VIOLENCE LEAVE

- 24.01 The Union and the Employer agree that domestic violence is not a private matter. Domestic violence is a workplace issue that affects a significant number of union members and that makes it a mutual concern. In fact, one out of three women reported being a victim of violence at the hands of an intimate partner at some time in their lives. It is recognized that there are other forms of domestic violence as well. We know that when domestic violence follows workers onto the jobsite, the impacts are far reaching for the workers and potentially co-workers and it can be lethal.
 - i. The Employer agrees that employees who are victims of domestic abuse shall be granted access to any earned credits for time off under the collective agreement,

or a leave of absence without pay. Due to the cyclical nature of the behaviour, it is agreed that this leave shall be granted as required including on a daily basis if required.

- ii. In cases of domestic violence, the Employer shall ensure that appropriate measures are put in place, as required under the Occupational Health and Safety Act, to protect workers from domestic violence situations in the workplace.

ARTICLE 25 - PAID HOLIDAYS

25.01 (a) Full Time Employees shall be granted the following Paid Holidays:

New Year’s Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Floater Day *	Anniversary Day *

(b) Part Time Employees shall be granted the following Paid Holidays.

New Year’s Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Floater Day *	Anniversary Day *

* For purposes of clarity a “Floater Day” and “Anniversary Day” is calculated based on the average hours worked over the previous 4-week period (i.e. 64 hours worked in the 4-week period divided by 20 = 3.20 hours paid out).

25.02 Holidays shall be observed on the day they fall unless the Employer and the Union mutually agree to another date for the observance of the Holiday.

25.03 The day on which a shift commences shall be used for the purposes of determining when a Paid Holiday is to be celebrated.

25.04 An employee who does not work on a Paid Holiday outlined in Article 25.01 above, shall be paid the total of the employee's regular wage paid in a four-week period prior to the week in which the Paid Holiday occurs, divided by twenty (20).

25.05 When an employee works on any Paid Holiday outlined in Article 25.01 above, he/she shall be paid at a rate of one and one half (1 1/2) times the employee’s regular straight time hourly wage rate for each hour the employee works and he/she shall also be paid his/her holiday pay without having to take a lieu day.

25.06 In the event that one or more of the aforementioned Paid Holidays occurs during the employee's vacation, the Employer shall grant either an extra day's holiday with pay at a time convenient to the employee or pay for the holiday as provided herein at the option of the employee.

- 25.07 It is agreed that when an employee is out on Union leave those hours will be counted when calculating Stat Holidays.

ARTICLE 26 - VACATIONS

- 26.01 Full time employees shall be entitled to an annual vacation with pay in accordance with the following:
- (a) Employees who have completed less than one (1) year of service shall be entitled to vacation as provided in the Employment Standards Act;
 - (b) Employees who have completed one (1) year of service but less than five (5) years of service, two (2) weeks' vacation with four (4%) percent of total earnings.
 - (c) Employees who have completed five (5) years of service but less than ten (10) years of service, three (3) weeks' vacation with six (6%) percent of total earnings.
 - (d) Employees who have completed ten (10) years of service or more, four (4) weeks' vacation with eight (8%) percent of total earnings.
- 26.02 For the purposes of determining the vacation to which an eligible employee is entitled, the anniversary date of his or her employment shall apply.
- 26.03 The Employer will post the employees' annual vacation entitlement by February 1st of each year. Provided the employee submits a vacation request in writing, senior employees shall be granted preference as to vacation dates up to March 1st of each year. A finalized vacation schedule shall be posted by the Employer no later than April 1st. This finalized vacation schedule, once posted, shall not be altered. In the case of conflicting requests, seniority shall govern. Vacation requests made after March 1st shall be dealt with on a first-come, first-serve basis.
- 26.04 Provided an employee makes a written request the employee shall receive their vacation pay on the following payroll run.
- 26.05 Vacation time shall not be accumulated nor carried over from one year to the next. However, the parties agree that employees are entitled to their vacation, as outlined in the ESA and support a good work/life balance. Should an employee be unable to take their full vacation entitlement for the year, the employer may pay out at the employee's request, the balance of that year's vacation entitlement following their anniversary date and approval of such vacation payout shall not be unreasonably withheld.

ARTICLE 27 - HEALTH AND SAFETY

- 27.01 The parties shall establish a Health & Safety Committee composed of four (4) employees selected by the Union (two from each hotel) and up to four (4) by the Employer. The Committee shall meet as required by the Occupational Health and Safety Act of Ontario during regular working hours and shall make recommendations as to any matter affecting the health and safety of the employees. The Employer shall use its best efforts to schedule meetings when all members are on site. The committee shall select 2 people, 1 Employer representative and 1 union representative, to inspect the workplace on a monthly basis.
- 27.02 Minutes of all meetings shall be taken and a copy given to all members of the committee and a copy posted on the bulletin board within seven (7) calendar days of the meeting.

All recommendations agreed to by the Committee along with the recommended date of implementation of those recommendations shall be contained in the minutes. All recommendations by the Health & Safety Committee have to be submitted in writing to the GM for approval. Such approval is not to be unreasonably withheld.

- 27.03 The Employer and the Union agree that they shall mutually co-operate to maintain reasonable standards of health and safety in order to prevent injury and illness. The Employer agrees to observe the provisions of the Occupational Health and Safety Act of Ontario.

ARTICLE 28 - BULLETIN BOARDS

- 28.01 The Employer shall provide two (2) bulletin boards for the exclusive use of the Union, one to be located in the lunchroom at each Hotel. All Union notices must be signed by an official of the Union and submitted to the Employer for approval before being posted. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Employer without prior written approval of the Employer. The Employer agrees to replace, at its expense, the bulletin board at the Hampton Inn with a 24" x 36" lockable bulletin board.

ARTICLE 29 – GENERAL

- 29.01 *TAXI RIDES HOME* - Where an employee is requested to work beyond the end of his or her scheduled shift without being provided with 24 hours' notice, and the shift ends after 12:45 a.m., the employee shall be provided with a taxi ride home at the Company's expense. **The reimbursement will be a full fare from the hotel to the employees residence with receipt.**
- 29.02 *METHOD OF PAYMENT* - Every two weeks by direct deposit. It is the employee's responsibility to ensure that the Employer has correct and up to date banking information on file.
- 29.03 *HOUSEKEEPING* - Any 16 Series room at the Homewood is considered to be two (2) rooms.
- 29.04 *UNIFORMS* - The cost of all uniforms shall be borne by the Company. "Uniforms" shall mean all articles of clothing which make an employee distinguishable as a Hampton Inn or Homewood Suites employee. Uniforms shall be replaced in a timely manner.
- 29.05 The employer on an annual basis with submission of receipt shall reimburse the maintenance department employees **\$100.00** for safety footwear.
- 29.06 *TRAINING* - Official trainers be designated at each hotel and be paid a \$0.75 premium per hour while training new employees.
- 29.07 The Employer on a best effort will schedule housekeeping staff to their regular floor.

ARTICLE 30 - BENEFITS

- 30.01 Full-time Employees who qualify will be enrolled in the Company benefit plan in the month following the month in which the employee completes his or her probationary period. It is the responsibility of the employee to pay twenty-five percent (25%) of the total benefit premiums which will be deducted from their bi-weekly pay. The Company

will contribute the remaining seventy-five percent (75%) and remit the full premium payment to the benefit carrier.

- 30.02 The amount of and eligibility for benefits referred to in this article are subject to the terms and conditions of the policy or policies of insurance providing such benefits. Any dispute as to entitlements to benefits provided under the policy or policies of insurance is between the employee and the insurer. It is understood that the Employer's obligation under this Article is restricted to the payment of its portion of the premiums necessary to enroll employees in the benefit plan described
- 30.03 All of the benefit plans contained in this article shall be provided for under the current "Equitable Life" contract #815333 Div 002 & 003 effective September 1, 2024. The employer shall have the right to change carriers during the life of this agreement so long as the level of coverage shall not be changed without agreement by the Union. The benefit plans and policies shall be made available for inspection by the Union upon request.
- 30.04 The current benefit plan will be amended to provide for a "Drug Card".
- 30.05 Weekly Indemnity: When a full time seniority employee has been absent from work for three (3) scheduled shifts or more and he or she is under a doctor's care, the Company will pay to the employee, beginning with the fourth scheduled shift (based on the employees normal schedule of shifts) sixty percent (60%) of the employee's lost wages (at the regular standard hourly wage rate) up to a maximum of ten lost shifts per contract year of the Collective Agreement. It is understood that this benefit will stop on the date upon which the employee receives benefits from EI or any other source
- 30.06 The Employer, upon presentation of a valid receipt, will reimburse every employee who is entitled to benefits, **seventy** dollars (\$70.00) towards the cost of a bi-annual eye exam.

ARTICLE 31

- 31.01 Intentionally Blank.

ARTICLE 32 - HUMANITY FUND

- 32.01 Effective on the first pay day following ratification, the Employer agrees to deduct on a weekly basis the amount of two cents (\$0.02) per hour from the wages of all employees in the bargaining unit for hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "HUMANITY FUND" and to forward such payment to the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, National Office, 234 Eglinton Avenue East. Toronto. Ontario. M4P 1K7. and to advise in writing both the "HUMANITY FUND" at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names, and the amounts paid by each employee in the bargaining unit on whose behalf such payment has been made.

ARTICLE 33 - MISCELLANEOUS

- 33.01 NEW CLASSIFICATIONS

If the Employer establishes a new classification in the bargaining unit, or makes

substantial changes in the job content of an existing classification, the Employer shall advise the Union of the new classification and the rate established. If requested, the Employer agrees to meet with the Union to discuss the wage rate. Where the Union does not agree with the rate established by the Employer, a grievance may be filed at Step Two of the Grievance Procedure within seven (7) calendar days of the meeting to discuss the rate. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration pursuant to the procedure set out in this Collective Agreement, it being understood that any Arbitrator shall be limited to establishing a rate based on the relationship existing amongst the other classifications in the bargaining unit and the duties and responsibilities of the classification involved.

ARTICLE 34 - COLLECTIVE AGREEMENTS

34.01 The Company shall be responsible for the printing of the Collective Agreement and provide a copy to each bargaining unit employee and will further provide 12 copies to the International Representative.

ARTICLE 35 - WAGES AND WAGE SCHEDULES

35.01 The wages and wage schedules are attached hereto as Schedule "A".

ARTICLE 36 - DURATION

36.01 The term of the Collective Agreement shall be from April 10, 2025 to April 9, 2028. This Agreement shall become effective on the date of ratification and shall continue in full force and effect up to and including April 9, 2028.

36.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operation.

36.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiation shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

36.04 If pursuant to such negotiation, or if no notice is given, and an agreement on the renewal or amendment of the Agreement is not reached prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

Dated this 24th day of July, 2025 in the City of Sudbury, Ontario.

On Behalf of the Employer

Peter Nykilchuk

On Behalf of the Union

Patricia Dupuis
Kimberly Simard
[Signature]

SCHEDULE “A”

	Year 1		Year 2		Year 3	
	10-Apr-25		10-Apr-26		10-Apr-27	
	Start	End of Prob	Start	End of Prob	Start	End of Prob
Room Att/Laundry/PA	\$ 17.63	\$ 18.04	\$ 18.16	\$ 18.58	\$ 18.70	\$ 19.14
Hk Supervisor	\$ 18.04	\$ 18.30	\$ 18.58	\$ 18.85	\$ 19.14	\$ 19.41
Maint Lead	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maint Assist	\$ 17.66	\$ 18.95	\$ 18.19	\$ 19.52	\$ 18.74	\$ 20.11
Guest Services Attendant	\$ 17.63	\$ 18.04	\$ 18.16	\$ 18.58	\$ 18.70	\$ 19.14
Pantry	\$ 17.63	\$ 18.04	\$ 18.16	\$ 18.58	\$ 18.70	\$ 19.14
Pantry Lead	\$ -	\$ 18.30	\$ -	\$ 18.85	\$ -	\$ 19.41
Guest Serv Supv	\$ 18.04	\$ 18.29	\$ 18.58	\$ 18.83	\$ 19.14	\$ 19.40
Night Audit/Security	\$ 17.77	\$ 18.29	\$ 18.31	\$ 18.83	\$ 18.86	\$ 19.40
Night Audit Lead	\$ 18.29	\$ 18.67	\$ 18.83	\$ 19.23	\$ 19.40	\$ 19.80

Agreed % increases: 2.5% 3% 3%

****The employer further commits that over the life of the agreement the end of probation wage will not fall below \$0.40 over minimum wage***

Anniversary Bonus

Will be paid to each employee in recognition of service to the Employer.

On the pay period following the anniversary date, the anniversary bonus will be paid to each employee as noted below:

- On 1st anniversary \$ 50.00 gift card
- On 3rd to 9th anniversaries \$100.00 gift card
- On 10th anniversary and onward \$200.00 gift card

LETTER OF UNDERSTANDING #1

The Employer agrees that Statutory Holidays will be scheduled for full (8) eight-hour shifts and assigned by seniority.

It is further agreed that when an employee is scheduled to work a Paid Holiday they shall work the entire shift and not be called off and the work left for the next day.