

Collective Agreement
Between



IAM
Hotel and Healthcare Workers
Local 1295
And



Courtyard by Marriott Mississauga

Feb 15, 2025-Feb 14, 2028

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for employees of Courtyard Mississauga MHL at 7015 Century Avenue, Mississauga, save and except supervisors, persons above the rank of supervisor, managers, front desk, night audit, office, clerical, security, maintenance and shuttle drivers.

For the Purpose of clarity, the Quality Assurance Inspectors are Supervisory.

- 2.02 The Company agrees to include any newly established job classification falling within the bargaining unit as defined in Article 2.01 hereof and to negotiate rates of pay for such classification.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency
 - (b) hire, discharge, layoff and recall, suspend, classify, direct, transfer, promote, demote, or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
 - (c) maintain and enforce reasonable rules and regulations to be observed by employees;
 - (d) generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to plan, direct and control operations, to direct the work forces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to the employed, schedules of work and production, standards of performance, to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or

cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement.

- 3.02 The direction and supervision of the working force shall, at all times, be the sole responsibility of the Company.

ARTICLE 4 - RELATIONSHIP

- 4.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives for any reason whatsoever.
- 4.02 It is agreed that the properly authorized Business Agent of the Union shall have access to the Hotel premises during normal working hours for the purposes of adjusting grievances, discussion of disputes and carrying into effect the terms of this Agreement. Normal working hours shall be those hours when any one of the General Manager or Assistant Manager is on duty. The Business Agent shall announce her presence to one of the foregoing and shall be subject to all security rules of the Hotel while on the premises. The Union covenants that the duties and productivity of employees shall not be interfered with or impeded by reason of the foregoing.
- 4.03 Should the Employment Standards Act exceed any part of this Collective Agreement, Employment Standards Act shall prevail.

ARTICLE 5 - STRIKES OR LOCKOUTS

- 5.01 The Union agrees while the Agreement is in force, there will be no strike, slowdown, sit down, stoppage of work or any act intended to interfere with work or the Company's operation. The Company agrees that there will be no lockout while the Agreement is in force. The parties mutually agree that a dispute arising out of the operation of this Article
- 5.01 may be dealt with under the Grievance Procedure (Article 8) of this Agreement.
- 5.02 The Employer will provide safe working conditions in the event of any dispute that may arise between any other Employer and / or bargaining unit during the life of the Agreement. In addition, no Employee shall be required to cross a legal picket line arising from a strike or lockout.

ARTICLE 6 - REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select two (2) shop stewards from amongst all the employees of the Company who have completed their probationary period of employment at the Courtyard by Marriott for

the purpose of assisting employees in presenting grievances to the Company, in accordance with the provisions of this agreement.

- 6.02 The Union shall keep the Company notified, in writing, of the names of the shop stewards and the effective date of their appointments.
- 6.03 For the purposes of layoff only, an employee with one (1) year or more of service who is appointed or otherwise selected as a shop steward shall, for the duration of her term of office, be deemed to have the highest seniority of her classification and shall be the last employee laid off in such classification, provided she is willing and satisfactorily performs the available work.
- 6.04 The Union acknowledges the shop stewards have their regular duties to perform on behalf of the Company, and such persons will not leave their regular duties without first obtaining permission of their immediate supervisor, or, in her absence, the General Manager or her designate, such permission not to be unreasonably withheld; and when resuming their regular duties, will report again to their immediate supervisor or, in her absence, the General Manager or her designate.
- 6.05 **Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this agreement, following shall apply:**

An equal number of representatives of each party, as mutually agreed, shall meet at a time and place mutually satisfactory. A request for such a meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly subject of negotiations for the amendment or renewal of this agreement.

A representative attending such a meeting shall be paid for wages lost from regularly scheduled hours. A union staff member may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed.

ARTICLE 7 - DISCIPLINE

- 7.01 No employee shall be discharged or disciplined without Just cause.

- 7.02 In cases of discharge or written disciplinary action, or investigation for discipline a permanent employee will be allowed the opportunity to have a Union Steward or another bargaining unit member of her choice present as a witness. The employee may request that the Union Steward or other bargaining unit member leave the meeting. If the meeting is held without a Union Steward or another bargaining unit member present as a witness, any conclusions, verbal or written will be null and void except in the case where the member refuses a Union Steward or witness to be present or requests the Union Steward or witness to leave the meeting.
- 7.03 Company rules and regulations (Employee Conduct Code) shall be posted on bulletin boards; and, upon hire, new employees shall be provided with a copy of such rules and regulations.
- 7.04 For purposes of clarity, a permanent employee, is an employee who has successfully completed her probationary period.
- 7.05 All discipline will remain on the employees file for a period of twelve (12) months, provided there is no additional discipline.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible. It is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity to adjust her complaint.

Step No. 1

The employee shall discuss her complaint with her immediate supervisor within five (5) Business days after the circumstances giving rise to the complaint have originated or occurred or ought reasonably to have come to the attention of the employee.

The Supervisor shall give an oral answer to the grievance within five (5) Business days. Failing settlement;

Step No. 2

The grievance shall be reduced to writing and presented to the General Manager, or her designate, within five (5) Business days of receipt of the decision at Step No. 1. A meeting will be held within five (5) Business days between the General Manager (or her designate), the employee concerned and her Shop Steward. A Staff Representative of the Union may be present at the request of either the Company or the employee. It is understood that the General Manager (or her designate) shall have such assistance as she may desire at the meeting. The decision of the General Manager, or her designate, shall be delivered, in writing, within five (5) Business days to the Union. The time

allowance provided in this Section may be extended by mutual agreement. Failing settlement;

Step No. 3

The grievance as reduced to writing shall be forwarded to the Head Office of the Company within five (5) Business days of the decision at Step No. 2, which shall have five (5) Business days to dispose of it. The decision shall be in writing and sent to the offices of the Union. If considered necessary by the parties, a meeting may be convened by the parties and may include the interested persons. If such meeting is held, the decision shall be given to the other party within five (5) Business days from the date of the meeting.

- 8.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) Business days after the decision at Step No. 3 is given, the grievance shall, for all purposes, be deemed to have been settled.
- 8.03 Where no written decision has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 8.04 It is agreed that a grievance of policy arising directly between the Company and the Union shall be originated under Step No. 2 within ten (10) Business days after the circumstances giving rise to the complaint have originated or occurred. It is understood, however, that this Section shall not be used to bypass the regular Grievance Procedure.

ARTICLE 9 - DISCHARGE CASES

- 9.01 A claim by an employee who has completed her probationary period that she has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step No. 2 within five (5) Business days after the employee is discharged. Such special grievance may be settled by the conferring parties under the Grievance Procedure or by an Arbitrator as per Article 10:
 - (a) Confirming the Company's action in dismissing the employee;
 - (b) reinstating the employee without compensation for time lost or with payment to her for time lost due to the discharge at her regular rate of pay for her normally scheduled work for the period the employee would otherwise have worked, less any amount of money earned by the employee during the period;
 - (c) by any other arrangement which may be deemed just.

- 9.02 Pursuant to her being discharged, an employee shall be allowed to confer with her Shop Steward for a reasonable length of time (0-15 minutes) before leaving the Hotel General Managers/Managers office.

ARTICLE 10 - ARBITRATION

- 10.01 When either party requests that a matter be submitted to arbitration as hereinbefore provided, it shall, pursuant to Article 8.02 hereof, make such request, in writing, addressed to the other party of this Agreement. Within five (5) Business days thereafter, the parties shall agree upon a single Arbitrator from a list previously agreed to; provided, however, that if the parties fail to agree upon an Arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereof by the party invoking arbitration procedure.
- 10.02 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.03 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 10.04 The proceedings of the Arbitrator will be expedited by the parties hereto and the decision of the Arbitrator will final and binding upon the parties hereto and the employee or employees concerned.
- 10.05 The parties will jointly bear the fees and expenses of the Arbitrator.

ARTICLE 11 - SENIORITY

- 11.01 The Company recognizes seniority rights for employees provided for in this Agreement. New employees will be considered probationary employees for the first (90) calendar days, **or 480 hours, whichever comes first** and during the probationary period, will be entitled to no seniority and may be dismissed or laid off at the discretion of the Company. Such dismissal shall be deemed as just cause. Upon completion of the probationary period, the employee's name will be entered on the seniority list with the seniority dated from the date last hired.
- 11.02 The Company shall maintain an up-to-date seniority lists. Such list shall show employee's name, seniority date and classification. The list shall be posted in each department and supplied to the Union semi-annually.
- 11.03 Layoffs and recall from layoff shall be based upon the following factors:
- (a) Department classification seniority.

(b) Skill and qualifications. Where the qualifications in factor (b) are relatively equal, seniority shall govern.

(c) Bargaining unit employees on layoff shall not be replaced by members of management. Vacant bargaining unit positions shall not be filled by management except in cases of emergency.

11.04 In promotions within the bargaining unit, preference shall be given to those employees having the longest service, provided always that the employees in question are of equal skill, competence, efficiency and reliability.

11.05 An employee shall lose all seniority and her employment deemed to have been terminated if she:

a) voluntarily leaves the employment of the Company;

b) is discharged and is not reinstated through the Grievance Arbitration Procedure;

c) is laid off for a period equal to the lesser of her period of seniority or twelve (12) months;

d) fails to return to work upon termination of an authorized leave of absence unless prior arrangements, in writing, acceptable to both the employee and the Company have been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

e) Fails to return to work within five (5) calendar days after being recalled from layoff by notice sent by registered mail, or fails to advise of her intention to return within three (3) calendar days following such notice.

f) Is absent from work for more than twenty-four (24) months due to accident, illness, WSIB or a period equivalent to the employee's seniority prior to the absence, whichever is less.

11.06 In the event of an indefinite layoff all rules of the employment standards act 2000 will be adhered to.

A Regular full-time employee:

a) have the right to return to her former classification without loss of seniority at any time during the three (3) month period following such promotion, thereby displacing an employee with less seniority;

(b) be permitted to return to the bargaining unit without loss of seniority during the period that commenced with the fourth (4th) month and ended with the twelfth (12th)

month following such promotion, provided there is work available and, further provided, no existing employee is, as a consequence, demoted or displaced.

- 11.06 In the event of an indefinite layoff all rules of the employment standards act 2000 will be adhered to:

A regular full time employee:

Shall have the right to displace a regular part-time employee within her department.

Full-Time employees wishing to displace a regular part –time employee as in (a) above, shall be credited with any prior part-time department seniority.

- 11.07 A part-time employee who is reclassified to a full-time classification within the bargaining unit shall not be required to serve a further probationary period. Such employees shall be credited with (50%) of their accumulated seniority.

A full-time employee who is reclassified to a part-time classification within the bargaining unit shall not be required to serve a further probationary period. For all purposes, seniority for such employee shall accumulate from the date of hire.

- 11.08 A full-time employee who is unable to perform her regular duties due to illness or accident shall be offered work in an alternate classification provided:

(a) such is available;

(b) the employee in question is able and willing to perform such work;

when requested, such employee obtains a certificate from a licensed medical practitioner confirming:

(i) inability to perform normal work; and,

(ii) approval to work in such alternate classification.

- 11.09 An employee who is promoted to a position outside the bargaining unit shall have the right to return to her former classification without loss of seniority at any time during the (3) month period following such promotion, thereby displacing an employee with less seniority.

- 11.10 Job Postings

All new vacancies, as determined by the Company, will be posted for seven (7) days. An employee who wishes to be considered for the position may make an application. Current employees will be considered before new hires, but not guaranteed the position.

- 11.11 No employee shall be permanently transferred from one department or

Classification to another, without their consent.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 The Company may, in its discretion, grant leave of absence, without pay and without loss of seniority, to an employee for personal reasons. Such leaves shall not exceed thirty one (31) days and all requests for such leaves of absence shall be in writing as far in advance as practicable. Only one employee from the bargaining unit will be eligible for such a leave at any given time. The Company agrees to reply to such request, in writing, within seven (7) working days, wherever possible.

12.02 **Pregnancy, Parental and Adoption (newborn to ten (10) years old) Leave**

The Company agrees to grant pregnancy and parental leave in accordance with the Employment Standards Act.

12.03 **Union Leave:** Employees who have been selected by the Union to attend Union conventions or conferences or to attend other Union business shall be granted an unpaid leave of absence by the Employer so long as a maximum of one (1) person covered by this Agreement is on such leave of absence at any one time. The Union Representative shall notify the Employer, in writing, not less than twenty (20) days prior to the start of the leave of absence of the name of the member requiring the leave. It is agreed that such leaves of absence shall not exceed five (5) days in aggregate for each calendar year.

Where the Employer grants an employee leave under union business, the Employer agrees to continue employee wages and benefits costs and in turn submit an invoice to the union for any time lost on said union leave. All requests must come from the union office. The union agrees to pay immediately upon receipt.

ARTICLE 13 - BONDING

13.01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Company's bonding company by reason of a conviction under the Criminal Code, immediately terminates her employment, regardless of seniority or other conditions.

ARTICLE 13 - CONTRACTING

13.01 The Employer will not contract out any work normally being performed by members of the bargaining unit. It is further understood and agreed that no employee excluded from the bargaining unit will perform the work of the bargaining unit employees. This article shall not be relied upon during a contract labour dispute.

ARTICLE 14 - INDIVIDUAL AGREEMENTS

14.01 The Employer undertakes that it will not enter into any agreement or contract with any employee concerning wages or working conditions that will, in anyway, conflict with the terms of this Agreement.

ARTICLE 15 - UNION SECURITY

15.01 Subject to the provisions of the Ontario Labour Relations Act, it is agreed that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment.

15.02 (a) The Company agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

(b) During a new employee's orientation, the employee shall be introduced to a Union Steward. Where more than one employee has been hired in a short period of time, the meeting will include all new hires, where practical. The Steward will provide them with a copy of the Collective Agreement. The meeting shall not exceed fifteen (15) minutes in length.

15.03 The Company agrees to deduct Union dues from the first pay of all Union employees.

15.04 The Company agrees that each employee, upon employment, will be required to sign an authorization card directing the Company to deduct Union initiation fees and weekly dues from the first pay due and such dues bi-weekly thereafter. Any such authorization shall take effect as of the next regular deduction date after it is received by the Employer. The fees and dues shall be forwarded to the Union monthly by the fifteen (15th) day of the following month.

15.05 The Company will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement showing the following information from whose pay deductions have been made.

a) All monthly dues for members to be submitted in alphabetical order with current address, postal code and Social Insurance Number;

b) Thirteen (13) check-offs per year;

c) MONTHLY - New members to be listed in alphabetical order with current address, postal code, Social Insurance Number, date of hire and starting salary.

d) The Company further agrees that it will supply all such information by way of electronic mail (e-mail), if possible, and hard copy, if so requested by the Union.

e) The Company agrees to supply the Union the employees names, addresses, postal codes, and telephone numbers, every six (6) months. The Company further agrees that it will supply all such information by way of electronic mail (e-mail), if possible, and hard copy, if so requested by the Union.

f) Terminations or resignations to be listed in alphabetical order with current address, postal code and Social Insurance Number and date of termination or resignation.

g) Last known address as well as name changes, i.e. marriage, etc. of which the employer is notified by the employee.

15.06 The Company will allow up to a maximum of two (2) employees on the Negotiating Committee.

15.07 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action, arising out of or in any way connected with the collection of such dues and initiations fees for Unimembers only.

ARTICLE 16 -HOLIDAYS

16.01 All employees in the active employ of the Company shall receive pay for the following holidays:

New Year's Day

Family Day Good Friday

Victoria Day Canada Day

Labour Day Thanksgiving Day

Christmas Day Civic Holiday

Boxing Day Birthday

Full-time employees shall be paid no less than eight (8) hours Holiday pay for each holiday. Part-time employees shall be paid on the basis of the Employment Standards Act, 2000.

In order to qualify for holiday pay, the employee must work her full scheduled shifts on each of the workdays immediately preceding and immediately following the holiday concerned. An exception to this rule shall be made for reasonable cause as per the Employment Standards Act, 2000.

16.02 Full-time employees who are required to work on any one of the following:

New Year's	Day Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

shall receive pay for time worked on such day at the rate of one and one-half (1 1/2) her basic hourly rate of pay and, if qualified pursuant to Section (1) hereof, shall receive holiday pay in addition thereto, or receive another day off (within the next 2 week's schedule) in lieu by mutual agreement.

Full-time employees who are required to work on a negotiated holiday shall receive pay for time worked on such day at her basic hourly rate of pay and if qualified pursuant to Section (1) hereof, shall receive holiday pay in addition thereto.

16.03 If a holiday falls within an employee's vacation period, the Company shall grant either an extra day's holiday at the time convenient to the Company and employee or pay for the holiday as provided herein.

16.04 Part Time employees shall receive holiday pay, in accordance with the provisions of the current Employment Standards Act.

In addition: Part time employees will be entitled to receive holiday payment for their birthday applicable as per the Employment Standards Act calculation.

16.05 Employees shall be entitled to one (1) floater day to be used for personal reasons as the employee sees fit, subject to providing a reasonable amount of advance notice to the employer.

ARTICLE 17 - WAGES

17.01 The Company agrees to pay current employees as per "Schedule A" language

17.02 New employees hired after the date of ratification shall be paid per the "Schedule A" wage scale.

ARTICLE 18 - VACATIONS

18.01 Employees in the active employ of the Company shall be entitled to an annual vacation, with pay, in accordance with the following schedule:

Employees who have completed one (1) year of continuous service but less than five (5) years of continuous service with the Company shall be entitled, in any year of their employment with the Company, within such period, to two (2) weeks of vacation with two (2) weeks gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is laid off for more than fifteen (15) days in a qualifying period shall receive as vacation pay, four percent (4%) of her gross pay earned since the most recent anniversary of her employment with the Company

(b) Employees who have completed five (5) years of continuous service but less than ten (10) years of continuous service with the Company shall be entitled, in any year of their employment with the Company, within such period, to three (3) weeks of vacation with three (3) weeks gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is laid off for more than fifteen (15) days in a qualifying period shall receive as vacation pay, six percent (6%) of her gross pay earned since the most recent anniversary of her employment with the Company.

(c) Employees who have completed ten (10) years of continuous service with the Company shall be entitled, in any year of their employment with the Company, within such period, to four (4) weeks of vacation with four(4) weeks gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is laid off for more than fifteen (15) days in a qualifying period shall receive as vacation pay, eight percent (8%) of her gross pay earned since the most recent anniversary of her employment with the Company.

18.02 The choice of vacations shall be given to an employee according to seniority. Vacation schedules will be posted by March 15th and shall remain posted until April 15th. Employees will indicate their choice of vacations. The finalized vacation schedule will not be changed without the employee's and the Employer's agreement.

Seniority will not be a factor for any vacation request received on or after April 16th in any given year. It is agreed that the Company will respond to each request within two (2) weeks.

18.04 Vacation pay, if requested by the employee, the Company will pay vacation entitlement on a separate cheque.

ARTICLE 19 - HEALTH AND WELFARE

19.01 The Employer will supply a Health and Dental Benefits and Life Insurance Plan to each full-time employee who has completed their probationary period of ninety (90) days. (Single coverage one-hundred percent (100%) paid by the Employer; family coverage employee's portion not to exceed **forty dollars (40)** bi-weekly for the life of the agreement.)

Current benefit coverage remains and shall not change for the life of this agreement.

- 19.02 Where an employee is in receipt of benefits from the Workplace Safety and Insurance Board is granted a leave of absence or either maternity or parental leave purposes in accordance with the Employment Standards Act, R.S.O. 2000 c.E.14, as amended, the Employer shall continue the Employees enrolment in the plan as provided for in Article 19 provided the Employee continues to pay her share of the plan cost.
- 19.03 Effective upon ratification employees who have completed probation shall be entitled six (6) days off with pay per calendar year (can be used as personal days or sick days). The Employer will continue the practice of notifying employees of their sick day's entitlement. Any remaining unused sick days will be paid out the second pay period in December.
- 19.04 The Company shall pay the monthly benefits premiums on behalf of employees who are off sick, for the month in which the employee became sick plus a maximum of an additional (7) months, unless the employee is terminated.

ARTICLE 20 - HOURS OF WORK

- 20.01 The provisions of this Article are intended to define the weekly scheduling of shifts and shall not be construed as a guarantee of hours for work per day or per week, not a guarantee of a working schedule.
- 20.02 Subject to operational requirements determined by the Employer, the scheduling of shifts with respect to available days off will be as follows as fair as reasonably practicable;
- (a) The Employer will use its best efforts to allow employees to have the opportunity to have weekends off recognizing that all employees have a desire to be off on a weekend on occasion, but the more senior full-time employee shall have the opportunity, senior employees shall have more weekends off than junior full-time employee and full-time employees should have the opportunity to have more weekends off, than part time employees.
- (b) All employees are required to work weekends when scheduled to do so.
- (c) scheduling of weekend work shall recognize and give preference to operational requirements and the availability of employees.

An Employee is deemed full-time provided that they maintain an average of twenty-four (24) hours or more per week in either of the immediately preceding two quarters.

An Employee is deemed part-time if they maintain an average of under twenty-four (24) hours per week in both of the immediately preceding two quarters.

- 20.03 Authorized work performed in excess of forty two (42) hours per week shall be paid at the rate of time and one-half (1 ½) the employee's regular straight time hourly rate.
- 20.04 Weekly work schedules shall be posted by 4:00 p.m. on Wednesday of each week.
- 20.05 The work week for all employees shall commence at 12:01 a.m. on Saturday and shall end at 12:00 midnight on the following Friday.

- 20.06 (a) The Company may revise the employee's work schedule.

The Company may cancel employees shift with **four (4)** hours prior notice to the employee. The Employee must provide **four (4)** hours prior notice of a cancelled shift to their direct supervisor. In the event the Company fails to notify the employee of the cancelled shift as specified above, and the Employee arrives at the workplace, the Company agrees to allow the employee to work a minimum of four (4) hours. It is solely the responsibility of the Employee to review and follow the schedule as posted each week.

(b) Employees working a shift shall have an unpaid meal period of one-half (1/2) hour duration scheduled not less than two and one-half (2 ½) hours nor more than five (5) hours after the starting time of their shift.

- 20.07 **All overtime must be authorized by the General Manager or their designate in advance of the time worked.**

Meal Breaks/Rest Periods.

Associates are entitled to one fifteen (15) minute rest period for the first four (4) hours scheduled to work and worked. Should the associate be scheduled for a second four (4) hours in any one day, then they are entitled to a second fifteen (15) minute rest period during that four (4) hours. These breaks are paid and you do not need to punch in and out. These rest periods will be taken at a time determined by the Hotel and will be consistent with efficient operations in each work area of the hotel and will not be cumulative and not paid if not taken. All associates who are scheduled for five (5) hours or more are required to take an unpaid thirty (30) minute lunch period.

(c) Employees called in to work on their day off or completing their scheduled shift shall be paid for their hours worked at their regular hourly rate of pay.

ARTICLE 21 - TEMPORARY TRANSFERS

- 21.01 An employee temporarily transferred or assigned to a higher rated classification for three (3) hours or more and fulfilling all the duties and responsibilities of such position, shall receive the rate of the higher classification while occupying such position. Should the duration of the temporary transfer be less than three (3) hours, the employee shall not constitute a temporary transfer or assignment to a position in a higher classification.
- 21.02 An employee temporarily transferred or assigned to a position in a lower rated classification shall not have her rate reduced. An employee offered an extra shift in another classification shall receive the rate of the job being performed.

ARTICLE 22 - BEREAVEMENT LEAVE

- 22.01 On completion of the probationary period, employees shall be entitled to receive up to five **(5) consecutive days paid leave** of absence to a maximum of eight (8) hours per day in the event of the death of a spouse, child, **step child, and the event of a miscarriage or still-birth suffered by the employee or the spouse of the employee, common-law-spouse, same-sex partners** and three **(3) consecutive days paid leave** of absence to a maximum of eight (8) hours per day for each regularly scheduled work day that occurs within such three (3) day period in the event of the death of an employee's **brother, sister, parent, stepparent, grandparent or grandchild**; and one **(1) day's paid leave** of absence in order to attend the funeral or Memorial Service and pay for time lost up to a maximum of eight (8) hours in the event of the death of an employee's **mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law sister-in-law, aunt or uncle. The Company may, at its discretion, request proof of death.**

ARTICLE 23 - UNIFORMS

- 23.01 The Employer will provide two (2) uniforms every year to the full-time employees to be worn and the employees are responsible for maintenance of the uniforms.

The Employer will provide one (1) uniform every year to the part-time employees to be worn and the employees are responsible for the maintenance of the uniforms.

The Company will reimburse employees up to a maximum of **100 dollars** for safety shoes per calendar year for approved footwear. **Upon presentation of a receipt, reimbursement should be on a separate check within two weeks from the date the receipt was received**

ARTICLE 24 - WORKPLACE SAFETY AND INSURANCE BOARD

- 24.01 The Employer, the Union and the Employees agree to cooperate in the prevention of accidents and the promotion of health and safety of the employees during the hours of their employment.

- 24.02 It is the responsibility of each employee to work safely, to perform his job properly in accordance with established procedures, and for the associates to follow our check in before you check out program.
- 24.03 The Employer, the Union and the employees agree to comply with the provisions of the Ontario Occupational Health and Safety Act.
- 24.04 In the event an employee suffers an occupational injury requiring medical attention, such employee will be provided with transportation **(at no cost to the employee)** for emergency treatment and shall be paid for the balance of the shift during which the accident occurred.

ARTICLE 25 - REST ROOMS

- 25.01 Rest rooms shall be provided, heated and maintained in a sanitary condition. Employees are responsible in maintaining rest rooms in a clean and sanitary condition.
- A computer station will be made available in order that employees can access their pay information.
- 25.02 The Company shall assign a locker for each employee's personal belongings while they are on shift.

ARTICLE 26 - HEALTH AND SAFETY

- 26.01 The Company shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment in accordance with the Ontario Occupational Health and Safety Act.
- 26.02 The Union will co-operate with the Company in maintaining and promoting safe work practices.
- 26.03 The purpose of the Health and Safety Committee is to promote a safe and healthy workplace for all employees. The Committee will abide by the Ontario Occupational Health and Safety Act as amended from time to time.
- 26.04 It is understood that the members of the Health and Safety Committee will suffer no loss while investigating a health and safety complaint or attending meetings of the Committee during their regular hours.
- 26.05 All medical examinations and/or x-rays required by the Company or a governmental body shall be conducted on Company time and, where applicable, at Company expense.
- 26.06 The Company agrees to provide training and information to all employees on the prevention of harassment and violence in the workplace. The Company further agrees

to develop formalized policies on harassment, and make available to all employees, within **six 6 months** of the ratification of this agreement.

It is further agreed that the Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with dignity and respect. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and violence.

ARTICLE 27 - JURY DUTY /CROWN WITNESS

27.01 It is **Hotel policy to enable associates to fulfill their civic obligations. Associates who are called for jury duty will be given time off with pay that equals the difference between what they are paid for jury duty and their regular hourly pay. You must present a copy of the jury duty pay voucher to your manager in order to receive payment. If you are requested to serve jury duty, you are to notify your manager promptly so that your duties can be adequately covered during absence. If you are excused early while on jury duty, or are not required to report until later in the day, you must report to work, provided that you are able to work at least four (4) hours of your shift. Jury duty pay will be supplemental only for those days when you would have been ordinarily scheduled to work. Associates other than full-time associates will be granted time off without pay to serve jury duty.**

ARTICLE 29 - GENDER

29.01 It is understood the use of the feminine gender shall include the masculine gender.

ARTICLE 30 - GENERAL

30.01 The Company will provide a bulletin board for the sole purpose of posting Union notices to its members. The bulletin board shall be located to insure it is visible to all bargaining unit employees.

30.02 Employees will be granted reasonable access to their personnel file at a mutually agreeable time during their personal breaks or after regular shifts and must be accompanied by a member of management.

30.03 **HOUSEKEEPING**

- a) Room Attendants shall be assigned to clean sixteen (16) rooms per day in an 8-hour shift.
- b) The union and the Hotel understand that room attendants are paid to work by the hour. The wage is not based on how many rooms they clean.
- c) The parties agree that room attendants are expected to take breaks and meal period.

- d) The parties agree to continue the practice that if a room attendant is assigned a clean room, she/ he must also notify their supervisor, who will reissue the room attendant another room to clean.
- e) At the discretion of the Executive Housekeeper, extra help may be given or a room reduced in the event of particularly dirty rooms. Room Attendants who work on three or more floors will have their daily room assignment reduced by one.

In the event that a Room Attendant believes that she/he will not be able to complete the assigned number of rooms or turndowns in the time allocated, she/he will advise her/his supervisor by 1 pm or as soon as she/he is aware. The supervisor once called will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the supervisor will arrange either assistance or reduce the number of rooms on that particular day.

- f) The Company shall maintain and make available a sufficient quantity of supplies to brand and company standards and linens in order that employees can perform in an efficient manner.

Bistro

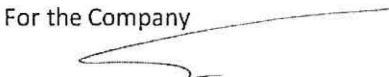
The Company shall maintain and make available a sufficient quantity to company standards of supplies and staples in order that employees can perform in an efficient manner

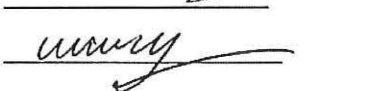
ARTICLE 31 - DURATION

31.01 This Agreement shall be in effect from **Feb 15, 2025** and continue in effect until **Feb 14, 2028** and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other, in writing, not less than thirty (30) days and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement. All such negotiations shall be subject to the Ontario Labour Relations Act.

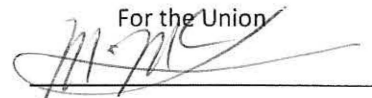
Signed this 27th Day of May 2025

For the Company





For the Union



SCHEDULE "A"

Classifications	Year1 Feb. 15, 2025 \$1.00	Year2 Feb. 15, 2026 \$0.75	Year 3 Feb. 15, 2027 \$0.90
Housekeepers	\$20.00	\$20.75	\$21.65
Laundry Attendant	\$20.00	\$20.75	\$21.65
Cook/Server AM	\$20.00	\$20.75	\$21.65
Cook/Server PM	\$20.00	\$20.75	\$21.65
House Person	\$20.00	\$20.75	\$21.65

Lead Hand-Training \$0.50 an hour for the hours worked/training.

Probationary Employees first ninety (90) calendar days or 480 hours (whichever comes first) shall be paid 0.50 cents less than the rate as per Schedule "A".

If the minimums wage in Ontario exceeds the above wage gride, all wages will be adjusted by 0.50 cents above.