# **COLLECTIVE AGREEMENT**

Between

# 1992691 ONTARIO Inc. 0/A HAMPTON INN AND SUITES, BARRIE



- and -

# Service Employees International Union, Local 2



Effective Date:June 1, 2019Expiry Date:May 31, 2026

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#### **COLLECTIVE AGREEMENT**

Between

#### 1992691 ONTARIO Inc. 0/A HAMPTON INN AND SUITES, BARRIE (Hereinafter called the "Company")

- and –

# SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 2

#### (Hereinafter called the "Union)

# ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 The general purpose of this agreement is to establish and maintain mutually satisfactory working conditions between the parties, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees covered by the agreement; and to promote the efficient operation of the Company's business without interruption or interference with the operation.

### ARTICLE 2 – SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees employed by 1992691 Ontario Inc. o/a Hampton Inn and Suites, Barrie – (the Employer) in the City of Barrie save and except supervisors, persons above the rank of supervisor.

#### ARTICLE 3 – DEFINITIONS

3.01 For the purposes of this agreement:

- (a) "full-time employee" means an employee employed in the bargaining unit who regularly works more than 24 hours per week.
- (b) "part-time employee" means an employee employed in the bargaining unit who regularly works not more than 24 hours per week.
- 3.02 Part-time employees shall not acquire full-time status by reason of them

substituting for al full-time employee who is on an authorized leave of absence,

vacation or other temporary absence.

# ARTICLE 4 – RELATIONSHIP – UNION SECURITY

- 4.01 The Employer and the Union agree that no employee shall in any manner be discriminated against on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.
- 4.02 The parties agree there shall be no discrimination against any employee because of race, colour, sex, sexual orientation, age, creed, national origin, handicap or religious affiliation.
- 4.03 As a condition of employment all employees in the bargaining unit must become and remain members in good standing of the Union.

4.04

- a) The Employer shall deduct from each employee included in the bargaining unit an amount equal to the normal monthly dues as prescribed by the Secretary-Treasurer of the Union and, where appropriate, Union initiation fees.
- b) Deductions shall be made at each regular pay period, and shall be held in trust by the Employer and forwarded to the Secretary-Treasurer of the Union, by cheque, together with a detailed list of such deductions, in an electronic format, no later than the fifteenth (15<sup>th</sup>) day of the month following the pay periods for which the deductions were made.

**Electronic Information Remittance** 

Upon request the Employer shall furnish electronically to the Union (in Excel format), the name, mailing address email address, telephone number, and applicable dues remittance of each employee covered under the respective SEIU Local 2 BGPWU bargaining unit(s) as follows:

Employee Number		Address 1	Address 2	City/Town	Province	Postal code	Home	Mobile	Email

The Employer shall also furnish electronically to the Union (in Excel format) all updates/changes regarding names, addresses, emails and/or phone numbers of employees in SEIU Local 2 BGPWU bargaining units. Unless otherwise instructed by the Secretary-Treasurer of the Union, these informational changes shall be forwarded as they occur to: dues@seiulocal2.ca

With each dues remittance the Employer will provide the following information electronically (in Excel format) to the Union with its dues remittance.

Dues for month of:	
Employee Number	Dues Amount Submitted

- 4.05 The Union agrees to indemnify and hold the Employer harmless with respect to any suits, claims, actions or proceedings commenced against the Employer by reason of the deductions of dues and other payments provided for herein, including the provision of any personal information of the employee to the Union as required in Article 4.04.
- 4.06 The Employer will indicate the amount of Union dues paid by employees on their T-4 slips.
- 4.07 It is mutually agreed that upon commencement of employment, all new employees will be advised of the existence of the Union and the collective agreement. The Company will schedule a fifteen (15) minute meeting with the Chief Steward and the new employee within the first two (2) weeks of employment. The Union will be advised in writing of the names and addresses of all new employees upon their successful completion of probation. The Employer will in each yeah, in the first week of January, provide the Union office a complete list of names, addresses and phone numbers for its bargaining unit employees in an electronic format.
- 4.08 The Treasurer of the Union shall advise the Employer, by registered mail with one month's notice, in writing as to the amount of monthly dues, and initiation fees and any changes thereto.

- 4.09 The Employer will give written notice of the names of new employees hired, terminated, or resigned to the Union at the same time as the remittance of the Union dues, in an electronic format.
- 4.10 Neither the Union, nor any if its members in the bargaining unit, will engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Company.

## ARTICLE 5 – MANAGEMENT'S RIGHTS

- 5.01 Except as specifically limited by the express provisions of this agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business. Without restricting the generality of the foregoing, the sole and exclusive rights of management include, but are not limited to, the right to:
  - (a) maintain order and efficiency;
  - (b) hire, promote, demote, classify, transfer, suspend or retire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharge or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) make, alter and enforce, from time to time, reasonable rules and regulations governing its employee;
  - (d) generally to manage the business in which the employer is engaged and without restricting the generality of the foregoing the right to determine the nature and kind of business conducted by the company, the services to be provided and the quality thereof; the kinds and locations of facilities equipment and materials to be used, the number of shifts, the qualifications required for any particular job; the methods and techniques of work including the right to introduce new methods; improvements and facilities; the content of jobs; quality and quantity standards, the schedules of production; the number of employees to be employed; the schedules and hours of work and the direction of the workforce; the extension, curtailment or cessation of operations or any part thereof.

5.02

The Union acknowledges and recognizes that all matters concerning the

management of the Employer's operation and the direction of the work force are fixed exclusively with the Employer's shall remain solely with the Employer.

5.03 It is agreed that these Management Rights shall not be exercised in a manner inconsistent with the terms of this agreement.

### **ARTICLE 6 – UNION REPRESENTATION**

- 6.01 The Employer agrees to recognize two (2) stewards selected by the Union, one of whom shall be the Chief Steward and one (1) whom is the alternate Steward. All stewards shall be regular employees of the company during their term of office and shall have at least six (6) months of service with the Employer prior to assuming office.
- 6.02 The Union will inform the Employer in writing of the names of the stewards appointed by the Union and of any subsequent changes in the names of any steward or stewards. The Employer shall not be required to recognize any steward until such notification from the Union has been received.
- 6.03 The Employer will pay for one (1) member and pay the alternate Steward (if the other is not available) for the Union negotiating committee at their regular straight time hourly rate for scheduled work time missed (up to forty (40) hours) as result of scheduled negotiations for the renewal of this collective agreement up to and including conciliation. Paid work time shall be deemed to include time immediately prior to or after meeting with the Employer on a negotiating day. This time will be utilized to discuss positions and preparing responses to give to the Employer at negotiations. This paid time shall not exceed (8) hours in any given day or their normally scheduled hours.
- 6.04 The Union acknowledges that Stewards have their regular duties to perform on behalf of the company and , accordingly, it is agreed that the privilege of Stewards to leave their work to attend to Union business on site relating to the administration of the Collective Agreement without loss of regular straight time earnings is only granted subject to the following conditions
  - (a) such business must be between the Union and the Employer as specifically provided for under the terms of this agreement;
  - (b) the Steward concerned shall obtain the permission of his/her supervisor before leaving his/her work and such permission shall not be unreasonably withheld. The Steward shall return to work immediately

following completion of such business and shall not be absent from work for an unreasonable amount of time.

- 6.05 The Business Agent of the Union shall be permitted to enter the premises of the Employer at reasonable times for the purpose of conducting his/her duties as a representative of the Union. The Business Agent coming onto the company property shall first call and advice the General Manager of his/her designee. Entry shall not be refused unreasonably provided there shall be no interference with guests or employees performing their work, and in no case, shall such Union business occur in the public areas of the Hotel or within the hearing or presence of Hotel guests.
- 6.06 Labour Management Committee The Union Committee and employer will meet at times mutually agreed should either feel there is business for their consideration. Such meeting shall be arranged as promptly as possible upon request by either party. A written agenda shall be submitted by either party requesting to present issues at the meeting, at least 48 hours before the meeting.

## ARTICLE 7 – ADMINISTRATION OF DISCIPLINE

7.01 An employee required to attend a meeting where disciplinary may result, will be entitled and will be informed of their right to have a Union steward present at such meeting up request. In the event the steward is not available to attend, the employee concerned may choose another employee within the bargaining unit, on shift to attend.

### ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties hereto that complaints or grievances of employees shall be adjusted as quickly as possible.

**Step No. 1:** It is understood that an employee has no grievance until the employee has given his/her supervisor the opportunity of adjusting the complaint. The employees must accordingly first discuss the grievance with his/her supervisor and must do so within five (5) working days of the date upon which the incident giving rise to the grievance first occurred. The answer of the supervisor shall be made within five (5) working days of the discussion.

Step No. 2: If the complaint is not settled with the supervisor at Step No. 1

and the employee wishes to pursue the grievance, a written grievance relating to the interpretation, application, administration, alleged violation of this agreement must be submitted to the employee's supervisor within seven (7) working days of the date upon which the incident giving rise to the grievance first occurred. The written grievance shall be signed by the employee and shall indicate the nature of the grievance and the adjustment sought. In the event it is not possible for the employee to sign the grievance, it may in these limited circumstances be signed for him by the Business Agent or the Union steward. The supervisor shall give his or her reply in writing to the employee within seven (7) working days following receipt of the written grievance.

**Step No. 3:** Failing settlement at Step No. 2, the Union may, within seven (7) working days of the date of the supervisor's Step No. 2 reply, request in writing that the grievance be advanced to Step No. 3 whereupon a meeting shall be scheduled within seven (7) working days of the receipt of such request between the Hotel Manager and/or his designate and the grievor's Steward and Business Agent for the purpose of discussing the grievance. The grievor may be invited to attend such meeting. Any Union Steward or grievor who is required to attend such meeting, will not suffer any loss of regular straight time pay by reason of being off work during regularly scheduled hours for the purpose of attending such meeting. The Employer will deliver its reply to the grievance in writing within seven (7) working days following such meeting.

8.02 Should the Union desire to submit a policy grievance concerning the interpretation, application, administration or alleged violation of this agreement, it may do so in writing at Step No. 2 of the Grievance Procedure within sixty (60) calendar days of the incident giving rise to the grievance. A grievance filed under this clause shall be submitted to the Manager of the Hotel or their designate. The Employer shall meet with the Union to discuss this matter and following the meeting shall give its reply to the grievance, in writing within seven (7) working days. The Union agrees that the right to process policy grievances will not be used to circumvent the regular Grievance Procedure.

8.03 Should the Employer by desire to submit a policy grievance concerning the interpretation, application, administration or alleged violation of this agreement, by the Union or any employee it may do so in writing to the Business Agent of the Union of his designate at Step No. 2 of the Grievance

Procedure within sixty (60) calendar days of the incident giving rise to the grievance. The Union shall meet with the Employer to discuss this matter and following the meeting shall give its reply to the grievance, in writing, within seven (7) working days. The Employer's agrees that the right to process policy grievances will not be used to circumvent the regular Grievance Procedure.

- 8.04 Should any grievance fail to be satisfactorily settled under the foregoing provisions of this Article, it may be referred to arbitration by either the company or the Union as provided for in Article 9 hereof.
- 8.05 A seniority employee who believes that he/she has been discharged without just cause may file a written grievance. All cases of discharge must be grieved within five (5) working days from the date of discharge and will commence at Step No. 2 of the Grievance Procedure.
- 8.06 It is agreed that no employee shall leave his/her job to process a grievance under Step No. 1 and no steward shall leave their job to attend a meeting under Step No. 3 (such business is deemed to be within the Hotel) unless they have first obtained permission from their supervisor. Such permission shall not be unreasonably withheld, and employee and/or Union steward shall notify their supervisor immediately upon returning to work.

#### ARTICLE 9 – ARBITATION

- 9.01 Where a difference arises between the Employer and the Union concerning the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this agreement has been violated and the grievance has not been resolved in the Grievance Procedure, provided all steps of the Grievance Procedure have been followed, either of the parties may notify the other party in writing of its desire to submit the grievance to arbitration. Such notice must be given in writing to the other party within ten (10) working days after the written decision is rendered at Step No. 3 of the Grievance Procedure. If notification is not submitted within such time limit, the grievance shall be considered as abandoned.
- 9.02 an arbitrator shall be selected within ten (10) calendar days of receipt of the notice to arbitrate. Every attempt shall be made to select such arbitrator by mutual agreement between the Company and the Union. If agreement cannot be reached within the above time limit, the grieving party must then request the Minister of Labour for the Province of Ontario to appoint an arbitrator and

shall do so within twenty-one (21) days after the expiry of the time limit to reach agreement on the selection of an arbitrator.

- 9.03 The arbitrator, once appointed shall meet and hear the evidence and representations of both parties as soon as possible and shall render a decision promptly. The decision of the arbitrator upon the matter submitted shall be final, conclusive and binding upon the parties hereto, provided the arbitrator shall have no authority to alter or amend in any way the provisions of this agreement; to substitute any new provisions in lieu thereof, to give any decision inconsistent with or contrary to the terms and conditions of this agreement, to modify, add to, or delete from any provision of this agreement.
- 9.04 The costs and expenses of the arbitrator shall be borne equally by the parties.
- 9.05 The time limits in Articles 8 and 9 of this agreement are mandatory, but may be extended by mutual agreement in writing. For the purposes of Articles 8 and 9 of this agreement, the term "working day" will exclude Saturdays, Sundays and holidays.
- 9.06 No matter may be submitted to arbitration which has not been properly carried through all steps of the Grievance Procedure and within the time limits specified or any agreed-upon extension thereof.
- 9.07 The parties if they mutually agree to do so may utilize Section 50 Mediation/Arbitration.

#### ARTICLE 10 – SENIORITY

- 10.01 A full time employee shall be on probation during a sixty (60) day period worked. Part Time employees shall be on probation a period of four hundred and eighty (480) hours worked. Upon completion of the probationary period, seniority shall be from the most recent date of hire. During an employee's probationary period, he or she may be subject to discipline, suspension or discharge at a standard of less than just cause.
- 10.02 Separate seniority lists will be maintained for part-time and full-time staff and the Union shall be provided with such seniority lists in January of each year showing seniority at the end of December. The seniority lists shall include the most recent address on file for each employee and shall be provide in an electronic format.
- 10.03 A part-time employee obtaining a full-time position shall have his/her name

added to the full-time seniority list and be credited with 1950 hours equals one year one-half of his/her seniority as a part-time employee. A full-time employee obtaining a part-time position shall have his/her name added to the part-time seniority list and be credited with his/her seniority as a full-time employee. The forgoing shall apply to both Company and Department seniority provided the employee posts into a job in the same department he/she was in at the time of the job award.

- 10.04 <u>Loss of Seniority:</u> An employee shall lose all seniority and his/her employment shall be deemed to have been terminated if he/she:
  - a) voluntarily leaves the employ of the Employer.
  - b) is discharged and is not reinstated through the grievance or arbitration procedure.
  - c) is absent from work for thee (3) or more consecutive days without notifying the Company.
  - d) is laid off for a period equal to the lesser of his period of seniority or twenty-four (24) months.

It is agreed that for lay-offs caused by construction and/or renovations, the normal lay-off period of twenty-four (24) months shall be extended to the full period of construction and/or renovation.

- e) subject to the provisions of the Ontario Human Rights Code, is absent from work due to illness or injury for more than twenty four (24) months.
- f) fails to return to work upon termination of an authorized leave of absence unless prior arrangements 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 may be granted.
- g) fails to report to work within five (5) calendar days after being given notice of recall to work or fails to give an explanation satisfactory to the Company for not reporting after notice of recall to work to his/her last address on record with the company in accordance with the terms of such notice of recall.

05 (a) Layoffs in excess of five (5) working days and recalls shall be by classification within a department. Probationary employees shall be the first to be laid off or released and then part-time employees where possible considering the operations of the Hotel. Thereafter, in all cases of layoff and recall from layoff, the following factors will be considered:

#### i. Departmental seniority

ii. Skill, ability and qualifications.

Where, in the judgement of the Company (which shall not be exercised in an arbitrary or discriminatory manner) the factors in (ii) are relatively equal, factor (i) shall govern.

- (b) Employees laid off from a classification in accordance with the provisions of this article may displace a less senior employee in an equal or lower rated job classification within the department, if in the judgment of the Company (which shall not be exercised in an arbitrary or discriminatory manner) he/she possesses the skill, ability and qualifications to perform the work in question. An employee displaced as a result of this process shall have similar rights to displace other more junior employees in an equal or lower rated classification within the department.
- (c) Recalls to work shall be made to the classification within the department from which the employee was laid off in the reverse order of lay off provided that the employees to be recalled to the classification in the judgment of the Company (which shall not be exercised in an arbitrary or discriminatory manner), possesses the skill, ability and qualifications to perform the work in question.
- (d) The parties recognize that while it is desirable to maintain a mixture of full-time and part-time employees, it is also important to attempt to maintain the hours of full-time employees. It is accordingly agreed that in the event full-time employees are to be permanently laid off, out of work, the parties will on request meet for the purpose of discussing ways and means of reducing the impact on full-time employees to be laid off. Options which may be addressed include, but are not limited to, the reduction or release of part-time employees and the displacement of junior employees in other departments, and reorganizing of job responsibilities.

10.05

- (e) Short Term Lay-Off of Five Days or Less
  - i. The employee may accept the lay-off.

ii. If the employee does no accept the lay-off then layoff-in order as follows. Part-time, then full-time, in order of seniority will be laid-off, according to Article 10.05.

10.06 It is the responsibility of each employee to promptly notify the Company of any change of address of telephone number. If an employee fails to do this, the company will not be responsible for failure of a notice to reach an employee. Any notice to any employee under this Article will be given in writing addressed to the employee at his/her last address on the payroll records of the Company. Such notice shall be deemed to have been given on the date it is delivered to the employee's residence or on the date that it is personally handed to the employee.

### ARTICLE 11 – LEAVES OF ABSENCE

11.01 The Company, at its discretion, may grant a leave of absence to an employee who requests same provided that such request is made in writing to the Company with a minimum of fifteen (15) calendar days notice except in case of an emergency. The Employer will within seven (7) calendar days give the employee a written response se granting or denying the requested leave.

> All such leaves of absence shall be without pay and without benefits. It is understood and agreed that only in exceptional circumstance will an employee with less one (1) year of seniority be granted such leave. Seniority will only continue to accumulate for the first ninety (90) days of such approved leave.

- 11.02 It is understood that employees on leave of absence shall not use the time granted for purposes other than as declared in their request for such leave, as per Article 10.04 Loss of Seniority.
- 11.03 The Union and the Company agree that regular attendance at work is essential on the ongoing prosperity of the company and its employees and accordingly every effort will be made by the parties to this agreement to promote and encourage regular attendance at work.
- 11.04 When an employee is required by the Company and not by law to submit to a medical examination by a Company designated physician during working

hours, he still be paid at his straight time hourly rate for a reasonable period of time while attending such examinations.

The cost of such medical examination, medical certificates and transportation, beyond the City of Barrie, to attend such examinations shall be paid by the company to the extent it is not covered by OHIP or by the Health & Welfare Benefits as supplied by the Employer.

- 11.05 Emergency Leave As per the Employment Standards Act of Ontario, an employee shall be entitled to ten (10) unpaid emergency leave days for the purpose of addressing:
  - a) a personal illness, or injury or medical emergency;
  - b) the death, illness injury or medical emergency of an individual as it applies to the employee's spouse, parent, step-parent, foster parent, child, step-child or foster child, grandparent, step-grandparent, grandchild or step-grandchild or the employee's spouse;
  - c) spouse of a child of the employee, the employee's brother or sister and a relative of the employee who is dependent on the employee for care or assistance.

If an employee takes only part of a day as Emergency Leave, is shall count as a full day of leave.

- (i) An employee must inform the Employer that she shall be taking an Emergency Leave of Absence. If an employee has to begin an Emergency Leave before notifying the Employer, the employee must inform the employer as soon as possible.
- (ii) The Employer is allowed to ask an employee to provide proof that she is eligible for an Emergency Leave of Absence.

#### 11.06 Family Leave

- (a) The Employer shall grant Family Medical Leave to full-time, part-time, permanent or contract employees who will be providing care or support to a family member who has serious medical condition and is in significant risk of dying.
  - i. Family Medical Leave is unpaid for a period of eight weeks in a

twenty-six (26) week period.

- ii. Family Medical Leave can last up to eight (8) weeks and must be taken in full week period, not days.
- iii. The employee may not remain on leave after the week in which the family member's death occurs, or in any event, after the twenty-six period referred to in the medical certificate.
- (b)Under the Employment Insurance Act, six (6) weeks of employment insurance benefits called "compassionate care benefits" shall be paid to E.I. eligible employees who have to be away from work temporarily to provide to a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks and who requires care and support from one or more family members.
- (c) "Family member" includes the employee's spouse, (including commonlaw or same sex spouse); a parent, step-parent or foster parent of the employee; a child, step-child or foster child of the employee or the employee's spouse.

(d)An employee who intends to take a Family Medical Leave shall:

- i. Provide written notice to the Employer. An employer, who must begin the leave before providing written notice, is required to provide written notice as soon as possible after commencing the leave.
- ii. The employee must provide a certificate from a qualified health practitioner confirming that a family member has a serious medical condition and is in significant risk of dying within a period of twenty-six (26) weeks.

(e) The Employer shall:

- i. Continue to pay the Employer's share of the premiums to certain benefits, (i.e. life and extended health insurance plans and dental plans) that were provided to the employee before the leave.
- ii Include the period of the leave in calculating the length of the employee's employment for seniority and other purposes such as access to all collective agreement entitlements.

- iii. Reinstate the employee to the same position after the leave or to a comparable position if the employee's position no longer exists.
- (f) There is no limit on the number of family medical leaves an employee may take and there is no specified period of time that employee must work between successive leaves.
- (g) Employees are entitled to take more than one leave in respect of the same family member if a health practitioner issues another certificate (whether the employee would be eligible for any further E.I. benefits would be a matter to be determined by the Federal Employment Insurance Commission).
- (h) An employee may be entitled to both Emergency Leave and Family Medical Leave. They are separate leaves and the right to each leave is independent of any right an employee may have to the other leave. An employee who qualifies for both leaves would have full entitlement to each leave.

#### 11.07 Union Leave of Absence

- (a) Leave of absence of Union business shall be given without pay up to an aggregate maximum for all employee of fifteen (15) days per calendar year provided such leave does not interfere with the continuance of efficient operations of the Employer. Such leave shall be subject to the following conditions:
  - (i) only one employee in each department is absent on any such leave;
  - (ii) no one such leave of absence shall extend beyond two (2) weeks;
  - (iii) a request must be made in writing by Union at least two (2) weeks prior to the commencement of the function for which leave is requested;

Employees on Union leave of absence will be paid for such leave by the Employer. The Employer will then forward a statement of wages and benefits to the SEIU Local 2 Union Office for reimbursement of the started amount. The Union shall reimburse the Employer for such wages within a reasonable period of time.

(b) The Employer shall grant a leave of absence without pay and without

benefits for a period of up to one (1) year to an employee for the purpose of accepting a full-time staff or elected position with the Union. Request for leave must be submitted in writing forty-five (45) days prior to the commencement of the leave. The employee shall provide the Employer notice of forty-five (45) days of intent to return to work prior to the leave ending.

# ARTICLE 12 – MATERNITY / PARENTAL LEAVE

- 12.01 Employees shall be eligible for and entitled to maternity and parental leave in accordance with the previsions, terms and conditions of the Ontario Employment Standards Act.
- 12.02 The Employer shall:
  - (a) Continues to pay the Employer's share of the premiums to certain benefits, (i.e. life and extended health insurance plans and dental plans) that were provided to the employee before the leave.
  - (b) Include the period of the leave in calculating the length of the employee's employment for seniority and other purposes such as access to all collective agreement entitlements.
  - (c) Reinstate the employee to the same position and shift (as per 5.01 (d)) after the leave or to a comparable position if the employee's position no longer exists.

## ARTICLE 13 – JURY DUTY

- 13.01 The Employer agrees to pay an employee who has completed his or her probationary period at the employee's regular straight time hourly rate, for each day an employee is required to serve and does serve on any Ontario jury (to a maximum of the scheduled hours for such day) provided he or she is scheduled to work on the day or days actually served on the jury and provided the employee gives prior written notice that he or she has been summoned for jury duty. The employee must turn into the Company the jury fees he receives in order to receive the compensation provided herein together with proof of service as a juror on the days in question.
- 13.02 An employee appearing as a crown witness on matters concerning the Hampton Inn & Suites, shall be entitled to receive the difference in pay between the crown witness pay and what he would have received from the

Employer at his straight time hourly rate for that served as a crown witness and/or to replace their time off at a mutually agreed to time.

## ARTICLE 14 – NO STRIKE – NO LOCKOUT

14.01 The Employer agrees that during the life of this agreement it will not cause or direct any lock-out of its employees. The Union agrees that during the life of this agreement, no employee will engage in and the Union will not permit or encourage any strike, slowdown or stoppage of work or any act intended to interfere with work or with the Employer's operation.

The words "strike" and "lockout" shall have the same meaning as set forth in the Labour Relations Act.

### ARTICLE 15 – TEMPORARY TRANSFERS

15.01

- (a) An employee may be temporarily transferred from one classification to another classification provided that if such temporary transfer is at the instance of the company and the rate of pay in the classification to which the employee is transferred is less than the employee's regular rate of pay, the employee shall receive his/her regular rate of pay for the period of temporary transfer. If the rate of the job to which the employee is transferred is higher than his/her regular rate, he/she shall receive the higher rate for the period of transfer, provided such transfer exceeds one (1) hour in the course of a shift.
- (b) An employee temporarily transferred at the request of the employee shall receive the rate of pay in the classification to which the employee is transferred.
- (c) The Company will not use its right to temporarily employees so as to avoid posting vacancies.
- 15.02 Employees who are assigned by the Employer to perform management duties for a full shift (assignment to "Manager on Duty" or performance of sporadic duties of the "Manager on Duty" class will not qualify such person for this premium) will receive a premium of \$1.00 per hour for all hours they perform such duties. An employee temporarily assigned by the Employer for one hour or more to perform duties in higher rated category shall be paid not less than that start rate for that category. If the start rate in the higher category is less

than the employee's own rate, the employee shall be paid the rate in the higher category that is next above his/her own rate.

Where there is a requirement to fill a temporary vacancy that is expected to exceed one month (1), the hours that are available shall be assigned on a seniority basis among the most senior employee in the classification.

An employee temporarily assigned by the Employer for on hour or more to perform duties in higher rated category shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category that is next above his/her own rate.

After one (1) months the vacancy will be posted as per Article 24.

#### ARTICLE 16 – BULLETIN BOARD AND PRINTING OF AGREEMENT

- 16.01 The Company shall provide a bulletin board which is designated "the Union Board" for posting notices of Union meetings, Union appointments, the results of Union elections and similar matters of interest to Union members. No notice shall be posted on such bulletin board without first receiving the approval of the Hotel Manager or designate, which approval shall not be unreasonably withheld.
- 16.02 The parties agree to equally shar the cost of printing this collective agreement.

#### ARTICLE 17- EMPLOYEE RECORD

- 17.01 Any formal documented discipline that is placed in an employee's file will be removed from the employee's record fourteen months (14) months from the date of the discipline provided the employee is discipline free for such period of like or similar incidents.
- 17.02 Upon request and upon giving reasonable advance notice, an employee may review his personnel file the presence of his/her supervisor or delegate.

#### ARTICLE 18 – BONDING

15.03

18.01 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 immediately terminates his/her employment regardless of seniority or other conditions.

#### ARTICLE 19 – WAGES AND CLASSIFICATIONS

19.01

The wage rates in effect during the term of the agreement shall be those set forth in Schedule "A" attached to and forming part of this agreement.

#### ARTICLE 20 – HEALTH AND WELFARE BENEFITS

- 20.01
- (a) For eligible Employees who have completed their probationary period and have worked 90 days, the Company agrees to pay for eligible Employees and dependants (spouse and eligible children), which will be reviewed from time to time, the necessary premium to maintain the existing health and welfare benefits provided by private insurance carrier for the same schedule of benefits as found in the Sun Financial Policy #163146
- (b) The parties may consider conversion of the existing Health and Welfare benefits to the SEIU Local 1 & 2 Benefit Trust during the term of the current Collective Agreement.
- (c) The Employer reserves the right to change carriers as it sees fit.
- (d) The eye prescription allowance shall increase from \$200.00 to \$250.00 in any 24 months period. Effective from the date of ratification, increase eye exams to \$25.
- (e) In the event of layoff the employer shall pay for benefits to the end of the second month following the month of the start of the layoff.
- 20.02 The employer shall provide three sick days; the employee needs to present a Dr's note to receive payment. The Employer shall pay for such note to the maximum of twenty (\$20) dollars.

# ARTICLE 21 – HOURS OF WORK

- 21.01 It is hereby expressly understood and agreed that the provisions of this article are for the purpose of computing overtime and shall not be constructed to be a guarantee of or limitation upon the hours of work to be done per day per week or otherwise, nor as a guarantee of a working schedule.
- 21.02 The normal work week for full time employees shall be up to forty-two (42) hours per week as normally scheduled shifts, over 5 days in the week. The Company shall use it best efforts to arrange schedules so that such employees will, wherever possible, have two (2) consecutive days off during each work week; however, it is understood that it may not be possible to attain this goal.
- 21.03 Overtime: All overtime must be authorized by a supervisor or manager. Employees will receive 11/3 times their regular rate of pay of all hours worked in excess of forty-two (42) hours per week.
- 21.04 Meal Periods: Employees (except for employees working on the front desk) shall receive a thirty (30) minutes unpaid break to be scheduled by the Employer after the commencement of a shift that is at least five (5) hours in duration. An employee working on the Front Desk may be required to work during his/her meal period but will be allowed to eat a meal at the front desk (back area) and will be paid for such time. Other employees who are required by the company to work through their 30 minutes unpaid break will be compensated at their regular rate for such time.
- 21.05 Rest Periods: Employees shall receive one fifteen minutes rest period for each complete half shift of four (4) hours duration at times determined by the Company. Rest periods must not be taken in a consecutive manner. Wherever reasonably possible, the Company will relieve a Front Desk employee from Front Desk duties for the eligible fifteen (15) minute rest periods provided it does not interfere with guest service and/or to be compensated with authorization.
- 21.06
- (a) The schedule of hours and days of each employee shall be posted in an appropriate place one (1) week prior to the commencement of the schedule on Wednesday for the upcoming week. There shall not be changes in the schedule (for the upcoming week) after implementation within 48 hours of the scheduled start of a shift without mutual consent between the employee and the employer,

The Employer will endeavor to recognize departmental seniority for shift preference among staff in a classification.

Once posted, mutual changes can be arranged between employees with the consent of the Company. Such consent shall not be unreasonably withheld. Such changes shall not result in overtime.

- (b) The Company will endeavor to offer extra unscheduled shifts to full-time employees working less than forty-two (42) hours per week, in their respective classifications before such shifts are offered to part-time employees, providing the full-time employee advises their supervisor in writing of their desire to work extra shifts in advance.
- (c) In the event a full-time employee is called off due to operational requirement it is the responsibility of that employee when they are notified of the call off to indicate to the manager their desire to replace that shift within the present schedule. The Employer will attempt to replace the shift if practicable.
- (d) The Employer shall pay a night shift premium of twenty-five (\$0.25) cents for those employees normally scheduled on a "night shift." This is meant to be a traditional night shift e.g. 11 to 7, or 12 to 8am.
- 21.07 Work schedules will not be amended for the purpose of avoiding overtime payments.

#### 21.08 Call Back

An employee called back to work after leaving the premises who reports to work outside his/her normal scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at time and one half (1.5) his/her regular straight time hourly rate.

For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of his/her normal shift.

21.09 The opportunity for stay-over overtime shall be given firstly to the Bargaining Unit employees on the job, in the classification pertaining to the overtime. The call-in overtime shall be awarded according to rotational seniority basis.

> If an employee does not report for duty, the current on duty employee must remain on the job until a replacement is found. If the current on duty employee cannot remain because of exceptional circumstance, it is understood that a qualified management person may fill the position until the replacement can be found. Such discretion shall not be exercised in an arbitrary, discriminatory or bad faith manner.

Employee's who are on sick leave or on vacation will not be called in to work overtime.

21.10 All work for union positions will be offered to the bargaining unit first. If not suitable replacement is found, management from time to time will hire casuals during peak periods in production, illness and during holidays as to maintain its ongoing operation with the understanding that these jobs are not permanent and that no employee will be laid off or suffer a reduction in his/her work hours. Relief/Causal employees will be subject to Article 21.11.

21.11 "Relief/causal" employee means a non-scheduled employee who shall be contracted to work as per Article 21 of the Collective Agreement.

The Employer shall pay \$1.00 to employees assigned to train others. The Employer retains the right to pick the employee with the skill to perform such assignment.

- (a) Relief staff will be eligible to work in various departments, based on their interest and qualifications.
- (b) Relief staff will be expected to be available for a variety of shifts i.e., midnights, days, afternoon including weekdays and weekends).
- (c) Relief staff not accepting an average of two shifts per month, for two consecutive months, may be terminated from their relief position(s).

## **ARTICLE 22 – VACATIONS**

- 22.01 Subject to Article 22.02 employees in the active employ of the Company shall be entitled to an annual vacation with pay in accordance with the following schedule.
  - (a) Employees who have completed one (1) year but less than four (4) years of continuous service with the company shall be entitled to two (2) weeks vacation, with pay equivalent to four (4%) percent of gross pay earned since the most recent anniversary of his employment with the company.
  - (b) Employees who have completed four (4) but less than eight (8) of continuous service with the Company shall be entitled to three (3) weeks vacation, with pay equivalent to six (6%) percent of his gross pay earned since the most recent anniversary of his employment with the Company.
  - (c) Employees who have completed eight (8) years but less than twenty-two (22) years of continuous service with the Company shall be entitled to four (4) weeks vacation, with pay equivalent to eight (8%) percent of his gross pay earned since the most recent anniversary of his employment with the Company.
  - (d) One (1) extra week's vacation with pay in the employee's fifteen (15) on a one time basis and twentieth (20) anniversary year on a one time basis.
  - (e) Employees as of their twenty-two (22) year anniversary shall be entitled to five (5) weeks vacation, with pay equivalent to ten (10%) percent of his gross pay earned since the most recent anniversary of his employment with the Company.
  - (f) For the purpose of the Article, ≪ gross wages ≫ shall not include vacation pay previously paid or gratuities (including service charges).
  - (g) The service and vacation days shall be calculated as of the employee's anniversary date.
  - (h) Vacation credits shall not accumulate from one year to the next year without the express written consent of the company. The Employer and the Union agree that vacation must be taken, however the Employer may allow requests to bank. Employer shall approach Employees on August 15<sup>th</sup>, to request the employee books off any unscheduled vacation. If the

employee refuses to book off by October 1<sup>st</sup>, the Employer shall inform them when they will be scheduled off to use the full entitlement of vacation and pay.

22.02

- (a) The Company will arrange fore a vacation request schedule to be posted by department from February 15, to March 31, of each year.
- (b) As between competing requests for vacation dates, preference will be given to employees having the greatest seniority provided such dates were requested on the schedule prior to March 31.
- (c) Vacations booked outside of the booking program shall be on a first come first served basis, where requests are received on the same day, seniority shall be the governing factor.
- 22.03 Full-time employees will be paid their vacation pay as "current pay" on regular paydays through the employee's vacation, the employee may provide a written request with sufficient notice for such payment in advance, no later than one (1) month before the vacation period.

#### ARTICLE 23 – HOLIDAYS

23.01 Subject to Articles 23.03 and 23.06 hereof, all employees who have completed their probationary period and who are not required to work on the holiday concerned, shall receive pay for the following holidays.

New Year's Day	Labour Day
*Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day

Canada Day

Employer shall give a gift of \$50 dollars (non-taxable) to each employee every year on their birthday. (For those whose birthday was before ratification, it shall be given within two pay periods).

#### 23.02

(a) When required to work on any of the above-noted public holidays, an

employee will receive his or her wage at time and on half (1 1/2) their regular wages for the work done on the holiday and payment for the Statutory Holiday, it is the intension of the parties that the employee take a Lieu day;

- (b) When required to work on any of the above-noted public holidays, an employee may request and receive payment of time and one-half (1 1/2) for the work done on the holiday and be given an extra day off with Holiday pay within sixty (60) days following the public holiday. The employee may at any time prior to the holiday submit a request that he/she be granted a specific lieu day within the time limit referred to in above and the Company will endeavour to comply with such request, subject to its operational requirements. If the Company cannot comply with such request, it shall pay the employee his/her regular wages in addition to the pay already received for the holiday.
- 23.03 In order to be entitled to holiday pay, an employee must fulfill all of the following requirements:
  - (a) Work his last scheduled shift immediately prior to the holiday and his first scheduled shift immediately following the holiday unless absent by reason of certified illness.
  - (b) If he/she is scheduled to perform the work on the holiday, he/she must report for and perform the work unless he/she is absent for reasons satisfactory to the Company.

Employees who are on unpaid leave of absence are not entitled to receive holiday pay should a paid holiday fall during the period of the leave of absence.

23.04 Holiday pay shall consist of a sum equal to the employee's regular straight time hourly rate for the number of hours normally worked by such employee in a regular non-overtime work day. Should any dispute arise in calculating the number of hours normally worked by an employee in a regular non-overtime work day, it shall be resolved by averaging the number of non-overtime hours worked by such employee in the four (4) week period proceeding the public holiday.

The averaging factor for holiday entitlement shall be the calculator used in the Employment Standards Act of Ontario.

- 23.05 If a paid holiday occurs in the period during which and employee is on a scheduled vacation and the employee is otherwise entitled to payment for such holiday hereunder, then the employee, at his option, will either receive pay for the holiday in addition to this scheduled vacation or, provided the employee provides the Employer with a written request at least thirty (30) days prior to the holiday, may take an extra day off with pay calculated in accordance with the provisions of Article 23.04, at a time mutually agreeable to the employee and the company falling within thirty (30) days prior to or following the paid holiday.
- 23.06 Where an employee is not scheduled to work on a paid holiday and the employee is otherwise entitled to payment for such holiday hereunder, the employee a this option may either receive pay for the holiday calculated in accordance with the provisions of Article 23.04 hereof, or, provided the employee provides the employer with a written request at least thirty (30) days prior to the holiday receive an extra day off with pay calculated in accordance with the provisions of Article 23.04 at a time mutually agreeable to the employee and the company falling within sixty (60) days following the paid holiday.

#### ARTICLE 24 – JOB POSTING

- 24.01 The Employer will post all new jobs and permanent vacancies for a period of seven (7) calendar days. Copies of all postings will be provided to the Chief Steward at the time of posting. An employee wishing to be considered for a vacancy may make application through the Human Resources Department. The Employer will post the name of the successful applicant, if the Company decided it is necessary to fill the position, within fifteen (15) days of the ending date of posting. If there are legitimate reasons no to post the successful applicant within the time frame above the Company and the Union will mutually agree to an extended time frame.
- 24.02 All applications from current employees will be considered before new hires.
- 24.03 In all cases of a promotion and /or job posting, the following factors will be considered;
  - (a) Departmental seniority unless no applicant possesses it in which event, Company seniority
  - (b) Skill, ability and qualifications;

- (c) Seniority within classifications shall be the deciding factor;
- (d) Where, in the judgement of the Company (which shall not be exercised in an arbitrary or discriminatory manner) the factors in (b) are relatively equal, factor (a) shall govern.
- 24.04 An employee awarded a job pursuant to the Article will be on a thirty-five (35) working day trail period. The Company of the Employee may decide that the transfer is not successful in which case, the employee will have the right to return to their former position and wage without loss of seniority. Any other employee transferred or appointed as a result of the re-arrangement of position hall also be returned to their former position and wage rate without loss of seniority. The job vacated by the original appointee as a result of him returning to his original position may be awarded from amongst those who originally applied in accordance with the criteria in Article 24.03 without reposting.
- 24.05 An employee who bids successfully for permanent job vacancy will not be permitted to bid for another job for a period of six (6) months.

## ARTICLE 25 – GENERAL

25.01 Where the masculine pronoun appears in this agreement, it shall be construed as including the feminine pronoun.

# ARTICLE 26 – BEREAVEMENT LEAVE

26.01 In the event of the death of a member of an employee's immediate family, such employee, provided he or she has completed the probationary period, shall receive up to five (5) consecutive days leave of absence in and around the funeral or memorial service and the employee will not suffer any reduction in pay as a result of his non-attendance at work during each regularly scheduled work day that comes within such five (5) day period. One of the five (5) days must be the day of the funeral or memorial service.

For the purpose of this Article "immediate family" shall mean the mother, father, spouse, child, brother, sister, grandchildren or grandparents of the employee, including step and adopted relationships.

26.02 In the event of the death of a member of any employee's extended family, such employee, provided he or she has completed the probationary period, shall receive up to (1) days leave of absence in order to attend the funeral and the

employee will not suffer any reduction in pay as a result of his non-attendance at work during each regular work day that comes within such one (1) day period.

For the purpose of this article "extended family" shall mean the grandchildren, father-in-law, mother-in-law, brother-in-law, aunts and uncles or sister-in-law of the employee.

26.03 If the bereavement leave occurs during the employee's vacation period, such leave may be placed at the end of the employee's vacation period. Verification of bereavement may be requested by the department manager.

### **ARTCILE 27 – REPORTING PAY**

- 27.01 When an employee (who is scheduled for three (3) or more hours) reports for work for his regular shift without having been notified not to report for work and there is now work for him to do at his regular job, he shall be entitled to be paid for a minimum of three (3) hours of his scheduled hours at his regular rate of pay provided that he performs whatever reasonable alternate work is assigned to him. Employees shall not receive reporting pay if lack of work is due to fire, power failure or any similar circumstances beyond the control of the Company.
- 27.02 **<u>Staff Meetings:</u>** When non-scheduled staff are required to attend a mandatory staff meeting, the Company will pay a minimum of three (3) hours at the employee's regular hourly wage rate.

### ARTICLE 28 – UNIFORMS

28.01 The Employer will supply clothing it requires the employees to wear consistent with the current standard required by the Hampton Inn Franchise, or then current franchise affiliation, which is subject to change periodically. Maintenance replacement shall mean necessary repairs, alterations and replacement for normal wear and tear.

With production of a CSA approved Safety Shoe receipt the Employer shall reimburse Maintenance employees with up to one hundred and thirty (\$130.00) dollars once during the term of the Collective Agreement (unless the employee demonstrates a worn/unsafe condition to the satisfaction of the employer).

# ARTICLE 29 – HEALTH AND SAFTEY

- 29.01 The employer and the Union agree that they recognize as a first priority the employee's right to standards of safety and health at work in order to prevent accidents, injury or illness. The Employer shall make every reasonable effort to prevent and/or correct any situation which may compromise any employee's health and safety. It is agreed the Occupational Health and Safety Act will be deemed to be part this Agreement, and the Employer and the Union agree to abide by its provisions.
- 29.02 A Joint Health and Safety Committee (JHSC) shall be continued and/or established with a minimum of one (1) members and one alternate (1), at least fifty (50%) percent representation selected or appointed by Local 2 from amongst the employees. The Joint Health and Safety Committee shall be cochaired by one Union representative and one Employer representative.
- 29.03 Such committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health. The Employer will respond in writing within ten (10) calendar days to any formal recommendation of the Joint Health and Safety Committee.
- 29.04 The Employer agrees to provide necessary and pertinent information to enable the committee to fulfill its functions.
- 29.05 Meetings shall be held quarterly or more frequently if required. Minutes shall be taken of all meetings and copies be sent to the Employer and to the Union. Time spent in such meetings is to be considered time worked as well as one hour of paid time to prepare for the meeting.
- (a) Two representatives of the Joint Health and Safety Committee, one from Management and one from the Union, shall make quarterly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. Wherever possible, inspections shall be carried out by workers certified by the Workers' Health and Safety Centre. Time spent shall be considered time worked.

(b) In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee, the Union and the Employer on the nature and cause of the

accident or injury and on recommended action. Time spent shall be considered time worked.

- (d) Such representatives shall be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections. Time spent in all such activities shall be considered time worked.
- 29.07 The Union, the Joint Health and Safety Committee, and the representatives thereof, shall have full access to accident reports and other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workplace Safety and Insurance Board and other government agencies.
- 29.08 The Health and Safety Committee members must report back to their principals with respect to any changes stemming from the Health and Safety Committee for support and approval, recognizing their mutual obligation under Article 29.01.
- 29.09 An employee representative on The Joint Health and Safety Committee shall be eligible to participate in training programs offered by the mutually agreed upon delivery agencies and/or other government approved training facility. The Employer shall provide the registration fee and paid time off for the representative to participate in this training at their applicable hourly rate plus any premiums.
- 29.10 An employee suffering an injury at work will be paid for the remainder of their shift and if necessary will be provided with transportation to the nearest medical facility.
- 29.11 The Company will, in accordance with OHSA provide any safety equipment that the employees require to perform their normal duties.

# ARTICLE 30 - CONTRACTING OUT & TECHNOLOGICAL CHANGE

30.01 No employee employed shall be laid-off or have regular hours reduced during the term of this Agreement, as a direct result of the Company contracting in/out any work currently performed by present unionized employees.

Supervisors and other employees excluded from the Bargaining Unit shall not perform duties normally performed by employees in the Bargaining Unit which shall directly cause or result in the layoff of employees in the Bargaining Unit or reduction of hours of loss of income.

Supervisors personnel and or Management may continue to perform those tasks, assignments or responsibilities that have historically been performed by such persons.

On no-shows or emergency, the Supervisor may perform such duties for a short period of three (3) and under hours, while attempting to locate a replacement.

30.02

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of the employees within the Bargaining Unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon employees concerned. Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

#### ARTICLE 31 – TERM OF AGREEMENT

31.01 This agreement shall become effective as of the date of ratification and shall continue in effect until the 31st of May, 2024 and thereafter from year to year until terminated or amended by either party within nine (90) days prior to the expiration of this agreement or any subsequent anniversary date, either party may notify the other of its desire to negotiate amendments or to renew this agreement and both parties shall thereupon enter into negotiations for a renewal of this agreement.

Dated at Barrie this 04 of June, 2019

For the Employer

For the Union

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## SCHEDULE "A"

	One Year/				
Department Front Desk	June1, 2019 \$14.28	June 1, 2020 \$14.56	June1, 2021 \$14.92	June 1, 2022 \$15.33	June1, 2023 \$15.79
Night Audit	\$14.28	\$14.56	\$14.93	\$15.33	\$15.79
Housekeeper	\$14.28	\$14.56	\$14.92	\$15.33	\$15.79
Laundry	\$14.28	\$14.56	\$14.92	\$15.33	\$15.79
Host (ess)	\$14.28	\$14.56	\$14.92	\$15.33	\$15.79
Maintenance	\$14.95	\$15.25	\$15.63	\$16.06	\$16.54

\*A one-time signing bonus of \$100 per Full Time employee and \$50 per Part Time employees for employees on payroll at the time of the agreement signing in June 2019

### LETTER OF UNDERSTANDING

#### Re: #1 – Room Assignment

- 1. The room attendants will continue the normal practice of cleaning fifteen (15) rooms per eight hour shift. In the event where there is particularly dirty "trashed room", at the discretion of the Executive Housekeeper, the room allocation may be altered or the room attendant may be given assistance for cleaning that particular room.
- 2. If a room attendant is required to clean on three (3) floors a shift his/her room assignment shall be reduced by one (1) room.

Dated at Barrie this 09 of June,2019

For the Employer

For the Union There beloch.

### ADDENDUM

The Company and Union agree to extend the current Collective Agreement until May 31<sup>st</sup> 2026 in exchange for the below revised Wage Schedule. All other terms and conditions of the Collective Agreement signed on June 4<sup>th</sup> 2019 will remain in effect until May 31<sup>st</sup> 2026.

Department	April 1 <sup>st</sup> 2022	August 1 <sup>st</sup>	From October 1 <sup>st</sup> 2022 until
		2022	May 31 <sup>st</sup> 2026
Front Desk	\$15.50	\$16.00	Minimum Wage +\$0.50 per
			hour
Night Auditor	\$15.50	\$16.00	Minimum Wage +\$0.50 per
			hour
Housekeeper	\$15.50	\$16.00	Minimum Wage +\$0.50 per
			hour
Laundry	\$15.50	\$16.00	Minimum Wage +\$0.50 per
			hour
Host (ess)	\$15.50	\$16.00	Minimum Wage +\$0.50 per
			hour
Maintenance	\$16.25	\$16.75	Minimum Wage +\$1.25 per
			hour

Dated at Barrie this <u>16th</u> of <u>June</u>,2022

For the Employer

For the Union