



**COLLECTIVE AGREEMENT**

BETWEEN:

**HOLIDAY INN HOTEL AND SUITES  
LONDON, ONTARIO**

-and-

**UNIFOR AND ITS LOCAL 302**

**EXPIRY DATE: February 28, 2019**

**THIS AGREEMENT made and entered into this \_\_\_\_ day of March 2016**

**BETWEEN:**

**HOLIDAY INN HOTEL AND SUITES  
London, Ontario**

Hereinafter referred to as the "Company"

**OF THE FIRST PART**

**And**

**UNIFOR AND IT'S LOCAL 302**

Hereinafter referred to as the "Union"

**OF THE SECOND PART**

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## **ARTICLE 1 - PURPOSE**

**1.01** The general purpose of this Agreement is to establish the terms and conditions of employment between the Company and the employees who come within scope of this Agreement, and to provide for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for the parties who are subject to the provisions of this Agreement.

## **ARTICLE 2 - RECOGNITION**

**2.01** The Company recognizes the Union as the sole and exclusive bargaining agent for all the employees of the Holiday Inn Hotel and Suites, in the City of London, Ontario, save and except supervisors, persons above the rank of supervisor, persons employed in the position of Night Auditor, do constitute a unit of employees appropriate for collective bargaining, as dated 17 June, 1997.

**2.02** All jobs for which wage rates are established by this Agreement which are included in the Bargaining Unit as defined by the certification issued by the Labour Relations Board of Ontario dated June 19, 1997, shall only be worked by employees who are considered in scope as indicated above, save and except work that has been historically performed by management. Providing such work does not cause the layoff of a bargaining unit employee or a reduction in hours of a full time or part time employee. Bargaining Unit employees on layoff will not be replaced by a Member of Management.

## **ARTICLE 3 - THE BARGAINING UNIT**

**3.01** The terms of this Agreement apply to all employees as defined in Article 2.01 and listed in Schedule A of this Agreement. Regular full time is defined as an employee who works more than twenty four (24) hours per week.

Part time employee means an employee employed in the bargaining unit who is regularly employed for twenty-four (24) hours or less per week.

A part time employee may work in excess of twenty four (24) hours per week when relieving employees who are absent due to vacation, leave of absence, sickness and accident provided such absences are not in excess of four weeks. Subject to Article 3.01 part time employees may work in excess of twenty four (24) hours per week in order to cover for unscheduled leave of absence.

**3.02** In this Agreement, words using the feminine gender include the masculine and the neuter; the singular includes the plural, and the plural singular where the text so indicates.

**3.03** In the event the Company wishes to establish new classifications within the bargaining unit, it shall notify the Union in writing. The wage rate for the new classifications shall be negotiated between the parties. After thorough discussion between the parties and if no agreement has been

reached regarding the new classification, there shall be no obligation by the Company to proceed with the new classification. The company and the union will proceed to arbitration for a final and binding decision.

The Company agrees to keep job descriptions current and to send new or revised job descriptions to the Union within one week of any changes.

#### **ARTICLE 4 - UNION SECURITY**

- 4.01** All employees shall be on probation for a period of fifty-five (55) compensated days from the last date of hire. New staff will have the opportunity to meet with a Union Committee member for a period of fifteen (15) minutes without loss of regular pay. Such meeting shall be scheduled in consultation with the appropriate supervisor at the end of the probationary period.
- 4.02** The parties agree that all employees covered hereunder shall, as a condition of their employment, become and remain members of the Union in good standing in accordance with the bylaws and constitutions of the Union.
- 4.03** All employees who are now members of the Union or who may become members shall remain members in good standing as a condition of employment. All new employees shall be required to become members of the Union within thirty (30) days after the date of his or her employment. For the purpose of this Agreement, the term "good standing" is defined to refer only, and be limited to, the payment of Union membership dues.
- 4.04** The Company shall, during the life of this agreement as a condition of each employee's employment, deduct from each pay cheque due to each employee, the prevailing union dues and remit the same to Unifor Local 302, 125 Elm Street, London, Ontario N5Z 2K4 prior to the fifteenth (15th) day of the month following the month in which such deductions are made and shall at the same time submit a list of the employees from whose pay such deductions have been made. In the event that the Union dues are increased during the term of this agreement, the Company shall be given thirty (30) day's prior notice.
- 4.05** The Union agrees to save the Company harmless from any claims arising from the collection of the Union dues.

#### **ARTICLE 5 - SCOPE OF MAINTENANCE**

- 5.01** The definition of maintenance man is that of a janitor, primarily cleaning and some minor repairs, save and except work that has historically been performed by the Maintenance Manager or contracted out.
- 5.02** (a) It is recognized, however, that in an emergency situation the position of Maintenance Manager has regularly involved, in addition to management functions, normal janitorial duties, which duties are recognized in this Agreement and are to be continued.

- (b) The Parties hereto agree that work that requires certain professional expertise and levels of training normally outside of employees within the Bargaining Unit may be contracted out by the Company.
- (c) Maintenance and general repairs normally performed by the Maintenance Manager shall Continue to be carried out, including overseeing of work contracted out in the general maintenance area.
- (d) The Parties hereto agree that work that requires certain professional expertise and levels of training normally outside of employees within the Bargaining Unit may be contracted out by the Company. If current employees possess the qualifications to do the work they shall be given first priority to perform said work prior to contracting out. Areas of work historically contracted out by the Company, which the Company may continue to so contract shall, without limiting the following, include:
  - (i) Maintenance and repair to specific equipment; (air conditioner, furnace, etc.)
  - (ii) Garbage disposal;
  - (iii) Bank deposits and security;
  - (iv) Exterior window cleaning;
  - (v) repair and maintenance to washers, dryers, and related equipment;

## **ARTICLE 6 - LEAVES OF ABSENCE**

- 6.01** The Company shall grant a leave of absence to not more than one (1) employee from the bargaining unit, who is selected to attend Labour Conventions or to serve on any official Union business. Where possible the Company shall be given seven (7) days' notice, in writing, and shall not incur any cost whatsoever as a result of such permission being granted. The employee will suffer no loss of rights formerly enjoyed before such leave was granted. The union will reimburse the hotel for wages paid to the employee who is on leave.
- 6.02** Special leave of absence without pay up to three (3) months, without loss of seniority or loss of any rights and privileges shall be granted for valid personal reasons. Applications for leave under this section showing date of commencement, duration of leave, date of return and the reason for the leave, must be given to the General Manager or his designate in writing at least four (4) weeks before -the leave is to be taken, or in an emergency situation that the General Manager or his designate be advised at the earliest possible time. Such permission shall not be unreasonably withheld. In situations other than emergencies, the manager or his designate will reply in writing to the employee within ten (10) days after receipt of the request for said leave. On return to work, the employee shall be placed in his old position.

It is understood between the parties that an employee who works for another employer while on leave of absence, as herein provided, shall be deemed to have terminated his employment with the Company unless such permission has been granted in writing by this Company in advance of commencement of said leave.

- 6.03** Employees who serve on a jury or subpoenaed as witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned first deposits with the Company any pay received, the employee shall continue to receive his full wage for such period of time to serve as a juror or Crown witness. The Employer will continue to pay normal wages and benefits earned for a maximum of four(4) weeks.
- 6.04** The Employer agrees to grant education leave with pay and agreed expenses to employees who are required by the employer to take such educational courses.
- 6.05** An employee may be granted an educational leave without pay for courses in which the employee wishes to enroll. The employer shall have the right to refuse leaves of a longer duration than one week. The required notice for educational leave is a minimum of two weeks.

## **ARTICLE 7 - RELATIONSHIP AND UNION REPRESENTATION**

- 7.01** The Company and the Union or their representatives shall not discriminate, intimidate, threaten, or use coercion against employees of the Holiday Inn and Suites with respect to terms of or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, or place of origin, citizenship, union membership or activity or physical disability.
- 7.02** The Union agrees that no Union member will conduct Union activities on the Company premises during working hours or in public areas except as specifically permitted by this agreement.
- 7.03** The authorized Staff Representative of the Union shall be permitted after receiving prior permission from the Hotel Manager or designate and such permission will not be unreasonably withheld, to talk with any employee regarding Union matters. The time in excess often (10) minutes shall not be on the Company's time. The Representative shall only meet with the employees in the staff lunchroom.
- 7.04** (a) The Company agrees to recognize (2) Committee Members, one from each department, Front Desk, Housekeeping/Laundry / Maintenance provided the Union has advised the Company, in writing, of the name of the members so appointed or elected.
- (b) The Union acknowledges the Committee Members first duty is to perform work on behalf of the Company and if he is required to service a grievance during working hours, he will not leave his regular duties without first obtaining permission from his immediate Supervisor/Manager stating who he wishes to contact and the expected duration of his absence. Such permission shall not be unreasonably withheld; however, when it is granted, the matter shall be dealt with expeditiously and the Member will report to his Supervisor/Manager immediately upon his return. It is further understood that the processing of a grievance shall not interfere with

the regular conduct of business including the servicing of customers. The service of a grievance shall be done in the staff room or any room the Supervisor/Manager may designate. It is understood and agreed that the Member shall receive his regular pay while processing the above.

- (c) The Committee will not interfere with the operation or affairs of the Company or Hotel and Management of or direction of the work force unless it is of an unsafe health and safety issue.
- (d) The employer will deal with the Union Committee and the Staff Union Representative, if necessary, on all matters relating to this Collective agreement, including Union/Management meetings, complaints, grievances, mediation, negotiations and arbitrations.

No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. The Union will supply the Employer with the names of its officers and similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. The Staff Union Representative and General Manager will be signator of any agreement reached between the parties.

- (e) The Union Committee and the employer will meet at times mutually agreed on, provided there is business for their joint consideration. Such meetings will be arranged as promptly as possible upon request by either party and an agenda will be provided four (4) days prior to the meeting by the party requesting the meeting. Employees will be paid regular wages for all time spent at such meetings which will be conducted as work time. It is understood and agreed that prior to said meeting any concerns or observations will have been brought to the attention of a manager.

## **ARTICLE 8 - NO STRIKE NO LOCK OUT**

**8.01** There will be no strikes or lockouts during the term of the Collective Agreement.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**9.01** It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate Supervisor an opportunity to adjust his complaint. Any complaint, disagreement, or difference of opinion between the parties concerning the interpretation, application, or any alleged violation of this Agreement, or concerning the discharge or discipline of an employee which may be alleged to be unjust, shall be considered to be a grievance. The Company shall notify the employee that they have the right to have a committee member present.



**9.02** "Immediate Supervisor" as used in this Article and throughout this Agreement shall mean the first level of Management responsible for the employee.

**9.03** (a) Problems must be discussed with the immediate Supervisor within five (5) days after the event or circumstances giving rise to the problem have occurred or the parties should have become aware of the problem, if the employee is not satisfied with the reply of the immediate Supervisor, which reply shall be communicated in writing to the employee within five (5) days, the employee may file a grievance in the following manner and sequence.

(b) Step One

A written grievance signed by the employee must be presented to the employee's immediate Supervisor within five (5) days after receipt of the reply from the immediate Supervisor. A Union representative or Committee Member may accompany the grievor if the grievor so requests. The nature of the grievance, section or sections of the Agreement which were alleged to have been violated, and the remedy sought shall be clearly set out in the grievance. The employee's immediate Supervisor will render a decision in writing within five (5) days following the day on which the grievance was submitted.

Failing settlement, then:

(c) Step Two

Within five (5) days following the decision under Step One, the written grievance must be resubmitted to the General Manager (or his designate). Thereafter, the General Manager (or his designate) shall render a decision in writing to the grievor and the Union Office within five (5) days from the date the grievance was received by him. If either the General Manager or the Union requires a meeting, it will be held at a mutually convenient time and location. Such meeting may include a Representative from the Union, the grievor and the Committee Member, as well as Representatives from the Company. Upon the conclusion of any such meeting, the grievor, the Committee Member, in attendance, shall return to work immediately, it being understood that no employee shall suffer loss of earnings in respect to any such meeting held during working hours prior to implementation of Article 10 of this agreement.

Failing satisfactory settlement at step two, either party may apply for Arbitration as provided in this agreement.

**9.04** Policy Grievance

A grievance arising directly between the Company and the Union concerning the interpretation, application, or alleged violation of this Agreement shall be originated under

Step Two and shall be submitted in writing and shall provide the information spelled out in Step One hereof.

Any grievance by the Company or the Union as provided in this Article shall commence within ten (10) days after the circumstances given rise to the grievance have occurred, where both parties should have known about the alleged violation.

**9.05** Should the Company have or receive a Grievance as defined in this agreement the same course of action and steps will apply should the roles have been reversed.

**9.06** The time limits as prescribed in the Grievance Procedure, Arbitration and Discharge Cases may be extended if requested in writing and by mutual agreement of the parties.

#### **ARTICLE 10 - ARBITRATION**

**10.01** Failing settlement under the foregoing Grievance Procedure (Article 9) of any grievance between the Parties, such grievance may be submitted to arbitration as set forth in Paragraph 10.03. If no written request for arbitration is received within fifteen (15) days after the decision under Article 9.03 (c) - Step Two, shall be deemed to have been abandoned and not eligible for arbitration.

**10.02** All time limits fixed in Articles 9 and 10 are mandatory and may be extended by written mutual consent of the Parties to this Agreement. Any grievance not submitted within the time limits nor advanced within the provided time limits by the grieving Party shall be deemed to have been abandoned. No matter may be submitted to arbitration (includes the provision of Section 48 and 49 (I) of the Ontario Labour Relations Act) which has not been properly carried through all the requisite steps of the Grievance Procedure.

**10.03** No matter may be submitted to arbitration, which has not been properly carried through all previous steps of the grievance procedure.

**10.04** The Arbitrator shall not have jurisdiction to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.

**10.05** The Arbitrator shall hold a hearing as soon as possible and render his decision forthwith in writing after the hearing. The decision of such Arbitrator shall be final and binding between the parties.

#### **ARTICLE 11 - DISCHARGE AND DISCIPLINARY CASES**

**11.01** The Union acknowledges that probationary employees may be dismissed for reasons less serious than would justify the dismissal of an employee on the seniority list, and will not grieve the dismissal of any employee until the employee has completed the probationary period, unless the dismissal violates the Human rights Code or other applicable legislation.

**11.02 (a)** No entry shall be made on an employee's record regarding discipline unless the matter is first discussed with the employee. A copy of the disciplinary action shall be supplied to the employee at the meeting. The employee shall have the right to have a representative of the Union in attendance during the above-mentioned procedure. The employees' signature will not indicate that he agrees with the document but only acknowledges receipt of same.

If the employee refuses to sign the document acknowledging receipt then the Committee Member shall sign the document confirming the employees receipt.

In order to be a valid disciplinary action or a grounds for disciplinary action, the employee must be advised in writing within five (5) working days of the incident or when the employer becomes aware of the incident-giving rise to the disciplinary action.

**(b)** In the event of discipline all employees shall be subject to progressive discipline in the form of a verbal warning, written warning, suspension and termination except in situations involving but not limited to gross insubordination and or theft of guest or Company or fellow employee property. Verbal and written warnings will be removed from an employee's file twelve (12) months after implementation, and suspensions will be removed after twenty-four (24) months.

**11.03** Employees shall have the right to file a grievance under the terms of this Agreement if any disciplinary action has been administered to them without cause. A claim by an employee that the employee has been unjustly discharged from their employment may be treated as a grievance if a written statement of such grievance is lodged with the General Manager of the Hotel in accordance with the grievance procedure within five (5) days after the employee ceases to work for the Company. A grievance for dismissal shall begin at step 2 of the grievance procedure.

**11.04** Access to Personal File

Any bargaining unit member will be granted the opportunity to review their file. The employee may Initial and date all documents at the time of the review. Such initialing will not be deemed to be an indication of agreement with the contents of the file, but will only indicate that documents have been reviewed. The employee shall give the manager or supervisor at least two (2) days' notice; this notice shall not preclude the manager or supervisor from giving access sooner.

## **ARTICLE 12 - CONTINUOUS SERVICE - UNION SECURITY**

### **Calculation of Seniority**

- 12.01** (a) Seniority, which will only be credited following the satisfactory completion of a probationary period of fifty-five (55) compensated days, shall be determined for the purpose of this Agreement from the last date of employment with the Company in the bargaining unit.
- (b) During the probationary period, the probationary employee shall have no seniority standing. Employees who have completed said probationary period and have been retained by the Company at the expiration thereof, shall be credited with seniority back to the date of hire.
- (c) Service shall be defined as length of continuous employment with the Company.
- (d) There shall be a separate seniority list for full-time and part-time employees.
- 12.02** An employee shall lose all seniority and his employment shall be deemed to be terminated if he:
- (a) Voluntarily resigns from the employ of the Company;
- (b) Is discharged and such discharge is not reversed through the Grievance Procedure or Arbitration;
- (c) Fails to return to work within two (2) days of being recalled from layoff unless extreme extenuating circumstances have prevented the employee from contacting the Company. Notice of recall will be made by telephone, and if unsuccessful, by registered mail to the employee's last known address, and shall constitute a reasonable effort at recall on the part of the Company;
- (d) Has been off work for a period of twelve (12) months. Employees with less than six(6) months seniority at the time of layoff will have recall rights for a period equal to their seniority.
- (e) Is absent from work for two (2) consecutive days, without consent of management, unless extreme extenuating circumstances have prevented the employee from contacting the Company.
- (f) It is understood by the Parties that an employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from his physician that he is recovered sufficient to participate in a modified work program from the sickness which caused his absence. Should termination occur and the employee is in receipt of Long Term Disability benefits, he will continue to receive such benefits

as per the plan. The employee shall be given a letter upon termination stating that should their situation improve the employer shall find a place for them as per the return to work program.

When the employer requests such medical certificate, the employer shall pay for the cost of the medical certificate.

- (g) Fails to return to work from an authorized leave of absence on his next scheduled working day following the expiry of the leave of absence unless extreme extenuating circumstances exist.

**12.03** The Company will post a seniority list for the employees in the bargaining unit on January 1 and July 1 of each year. A copy of such list will be supplied to the Committee Member.

Employees will have one (1) month to challenge the accuracy of the list. Thereafter, it shall be binding on all Parties until the circulation of the next list.

**12.04** In promotions within the bargaining unit, preference shall be given to those employees having the longest seniority, provided that the employees in question possess the ability and reliability for the position.

**12.05** Where the Company determines to discontinue a position(s) and reduce the bargaining unit work force, it shall lay off the employees in the following sequence:

First - Lay off employees who have not completed their probationary period in accordance with Article 12.01 (a) of this Agreement;

Second - Lay off employees regularly employed for not more than twenty-four (24) hours Per week;

Third - Lay off employees who have completed their probationary period in accordance with their seniority.

Employees shall receive two weeks' notice in advance of lay off.

**12.06** Layoff and recall from layoff shall be based on the following factors:

- (a) seniority; the staff with the least amount of seniority shall be laid off first;
- (b) Skills and qualifications and reliability;

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

- (c) Vacant bargaining unit positions shall not be filled by Management except in cases of emergency.

**12.07** Before any new employees are hired, laid off employees must be recalled back to work or have failed to answer the recall.

**12.08** Employees shall be responsible to ensure that the Company has their most current address. The Company shall not be responsible for the failure of recall notice to reach an employee due to the employee's negligence to notify the Company of a change of address or telephone number.

### **ARTICLE 13 - HOURS OF WORK/OVERTIME/REST AND MEAL BREAKS**

**13.01** Due to the nature of the business, it is understood that this section does not constitute a guarantee of hours per day or hours per week.

**13.02** The maximum basic work schedule for employees shall be eight (8) hours per day or forty (40) hours per week. As far as it is reasonably practicable, in the weekly scheduling of hours, employees will be scheduled as follows:

- (a) Full time employees, by seniority in each classification, to a maximum of eight (8) hours per day and forty (40) hours per week; then
- (b) Part time employees, by seniority in each classification, to a maximum of eight (8) hours per day or twenty-four (24) hours per week. It is understood between the parties that the most senior part time -employee will be used during extended absence by a full time employee. For call-ins part-time employees will be called in on a rotational basis based on seniority and availability.
- (c) Schedules for full time staff shall be as follows:

To ensure that staff receive full hours they shall be scheduled for one half hour more than the normal work time, example:

Five and a half hours worked five hours paid. Six and a half hours worked six hours paid.

Or

07:00 hr to 15:30 = eight hours pay.

**13.03** Employees will not be required to work split shifts.

**13.04** Employees called in or reporting for work at their scheduled time shall be guaranteed a minimum of three (3) hours work in or out of their classification or three (3) hours pay. This provision shall not apply to employees notified two (2) hours prior to their scheduled starting time not to report for work, or if the lack of work is due to circumstances beyond the control of the Company. Employees are required to keep the Company informed of their current telephone number.

**13.05** There shall be a minimum of twelve (12) hours from the time the employee concludes one (1) scheduled work shift and commences the next scheduled work shift, unless otherwise mutually agreed between the employee and the Company.

**13.06** It is recognized that overtime hours are required on certain occasions. Overtime hours must be authorized by Management prior to being performed, and there shall be no pyramiding of overtime. Overtime work shall be offered by seniority in each classification among those employees at work possessing the necessary skill and ability to perform the available work. Should the senior employees refuse the overtime, the Company will schedule the most junior employee to perform the overtime work.

**13.07** All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1 1/2) times the employee's current regular wage rate. If an employee has worked forty (40) hours in five (5) days of a seven (7) day period and they are asked to work on their scheduled day off they shall be paid one and one-half times (1 1/2) times their rate of pay. Posted schedules will not be changed to amend hours because of call in.

**13.08** Changes in Work Schedules

- (a) In situations other than emergencies or unexpected short term increase or loss of business the scheduled employees are entitled to forty eight (48) hours' notice of any change in their respective work schedules.
- (b) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide the Company with notice at the earliest possible time, or to have someone else notify the Company on their behalf, to allow the Company time to cover the absence.
- (c) Employees whose schedules are changed without the advance notice specified, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.
- (d) In situations where an employee has not been provided with notice of a change in their work schedule, and the employee reports as scheduled before the change, the employee shall be provided with work and/or pay as follows:

- i) four (4) hours pay unless the employee is unfit to perform their duties or the employee has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board or
  - ii) where the employee commences work, four (4) hours work and/or pay unless their work is suspended because of inclement weather or other reasons completely beyond the control of the Company, in which case paragraph d (1) above applies,
- (e) An employee will be paid four (4) hours pay for any meetings scheduled by the Employer on the employees scheduled day off.

**13.09 Employee's Responsibility: Work Start Time**

Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement without the direct permission of their immediate Supervisor.

**13.10 Work Schedules**

- (a) A work schedule for a two (2) week period shall be posted by Monday at 4:00 pm for the weeks starting Friday for all scheduled employees. The work schedule shall contain the following information for each scheduled employee:**

The employer shall schedule two consecutive days off for employees with the understanding that due to the nature of the business this may at times not be feasible.

Employee's name  
 Classification  
 Days off  
 Starting and finishing times

- (b) It is the Company's responsibility to keep the work schedule up to date and to ensure that any changes are clearly noted and legible. It is the responsibility of every scheduled employee to check the posted work schedule for changes.
- (c) In the event that the Company changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the Company will be responsible for notifying the employee of the change.
- (d) Mutual shift changes by employees must be approved in advance by the manager.



**13.11 Weekends Off**

Full time employees shall be given one weekend off every four weeks provided it does not result in overtime. Should an employee wish to work the weekends he will give the manager notice in writing to this effect. The three (3) senior housekeepers will additionally have two (2) additional Sundays off each month.

**13.12** Employees must punch/sign in and out when arriving and departing from their workstation.

**13.13** Each employee shall punch/sign only his/her own time card. Punching/signing a card of another employee may be grounds for discipline subject to progressive discipline.

**13.14** It shall be the sole responsibility of all staff to contact the Supervisory Staff of the Department to determine their weekly work schedule.

**13.15** Employees working on a regular shift shall have an unpaid meal period of one-half (1/2) hour duration scheduled not less than two and one-half (2 1/2) hours nor more than five (5) hours after the starting time of their respective shifts. They will also be allowed a fifteen (15) minute rest period during each half of five (5) hour shift or more. The rest periods will be paid for by the Company and must be taken in the staff room. Rest periods will be scheduled by the Manager, where possible, will be scheduled close to the mid-point of each half shift or full shift when in excess of 6 hours.

**ARTICLE 14 - VACATIONS**

**14.01** An employee covered by this Agreement shall receive an annual vacation in accordance with the amount of seniority posted on the seniority roster.

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Annual Vacation Pay</u>
Less than one year	As per the Employment Standards Act	
1 year but less than 4 years	2 weeks	4%
4 years but less than 9 years	3 weeks	6%
9 years but less than 19 years	4 weeks	8%
19 years and greater	5 weeks	10%

**14.02** Preference scheduling vacations shall be given to employees on the basis of seniority. The Company shall on or before January 15 of each year, post a vacation request schedule listing the employees in order of seniority. Employees must submit their request for preferred vacation dates covering complete entitlement by March 15 in order that the Company may finalize and post scheduled vacations by April 1. Seniority shall not apply to employees failing to submit their request in accordance with the

foregoing. The Company shall determine the number of employees on vacation at one time in order to ensure a qualified work force is available to operate the hotel.

**14.03** Employees shall not be permitted to accumulate vacations from year to year. Providing the employee notifies the Company of their desires with sufficient time to have the cheque cut, the Company will provide the vacation pay to the employee on a separate cheque prior to the vacation.

#### **ARTICLE -15 BENEFITS**

**15.01** The benefits herein are non-cumulative from year to year.

- (a) All cases of sickness must be reported to the duty manager, on the first day two (2) hours prior to the normal reporting time of the employee concerned.
- (b) Employees who have six (6) months or more seniority, and less than 12 months seniority on January 1 each year, shall accumulate sick days at a rate of 0.53 days per month per year at their normal day's wages. The company agrees that it will become payable from and including the 2nd day of illness and shall continue until the employee returns to work or a total of all sick days are used up. In order to qualify for such sick benefits, the employee must produce proof of the illness in the form of a doctor's certificate, upon return to work. Employees may use accumulated sick days if injured while on vacation and then reschedule vacation upon return to work.
- (c) Part time employee's sick days benefit shall be calculated in the same manner as the seniority conversion. Example one (1) year equals 224 shifts at eight hours per shift. The employees' total hours will be divided by 8 to give the total shifts at 5 shifts per week.
- (d) For employees who have completed one full year of service, they will have six (6) sick days credited as of January 1 each year. Unused sick days will be paid out on the last payday prior to December 25 of each year.

#### **ARTICLE 16- FRINGE BENEFITS**

**16.01** All fringe benefits are enclosed in this article. All full time employees of the Hotel shall have the right to enroll in the Hotel's Group Insurance Program with current coverage of sickness, dental, accident, and life insurance. Enrollment shall be subject to eligibility requirements as outlined in the above-mentioned Benefit Schedule. Part time employees who regularly earn twenty hours per week shall have the option of enrolling in the plan. Benefit plan shall be the plan as appended to this memorandum of settlement as appendix "A".

Company Contribution 2/3rds (two-thirds) the total cost.  
Employee Contribution 1/3rd (one-third) the total cost.

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

**17.01** In the event of death occurring amongst the immediate family, parent, step parent, spouse, same sex spouse, child, step child, foster child, brother, sister, grandchildren, mother-in-law, or father-in-law, legal guardian of a full time employee covered by this Agreement, such an employee so affected may be entitled to five (5) days, one of which may be saved one (1) day for a later internment. part time employees will be entitled to three (3) days Leave of Absence for the purpose of grieving the death, commencing the day notice of death was given, with pay for such days upon which the employee was scheduled to work during such period, if such leave is requested. The provision hereof is applicable to full time and part time employees with six (6) months or more continuous employment and seniority. The above shall apply to common law relationships.

**17.02** In the event of death occurring of either the employee's or employees' spouse's or same sex spouses' grandfather or grandmother, aunt or uncle, brother or sister in-law of a full time or part time employee covered by this Agreement, such an employee so affected shall be entitled to one (1) day Leave of Absence for the purpose of grieving the death, unless the grandparent is the legal guardian as outlined in 17.01, commencing the day notice of the death was given, with pay for such day upon which the employee was scheduled to work during such period, if such Leave is requested. The provision hereof is applicable to full time and part time employees with six (6) months continuous seniority.

**17.03** Duty manager must be notified. Additional days off for bereavement shall be granted if requested. However, such days off shall be without pay.

#### **ARTICLE 18- JOB POSTINGS**

**18.01** The Company shall post the position on the bulletin board for a period of at least five (5) consecutive days. If a staff member is to be considered for the job they will be notified on the fourth day of the time that an interview can be arranged. The employee will be notified of the decision within one week following the interview. In the filling of the positions, the manager shall initially be limited to selecting the most senior employees who have made application, determining the ability and qualifications of such applicants. Nothing herein shall prevent the Company from hiring outside the bargaining unit when no employees in the bargaining unit make application or where applicants from within the bargaining unit, in the Company's opinion, do not possess the ability and qualifications to perform the requirements of the function.

**18.02** All vacancies and new jobs or positions within the bargaining unit shall be filled on the basis of ability and qualifications to perform the job functions. Where ability and

qualifications are equal, seniority shall be the determining factor when selecting employees from within the Bargaining Unit for new positions.

### **18.03 Transfers**

- (a) Employees shall be able to refuse transfers by the Company to another classification or department for a period longer than sixty (60) calendar days.
- (b) An employee may refuse a transfer outside of the bargaining unit.
- (c) **Employees who transfer out of the bargaining unit or within the bargaining unit will retain seniority for a period of six (6) months and return to their former position should they not work out in the new position within the six (6) month time frame. Should said employee exceed the aforementioned six (6) months outside the bargaining unit they will relinquish all seniority rights previously held. Employees may not transfer more than once per year.**
- (d) When it is necessary to schedule an employee to work temporarily in another department they shall be paid the wages paid in that department should the rate be higher, if it is lower they shall be paid their normal rate of pay.

### **ARTICLE 19- WORK LOADS RE: HOUSEKEEPERS**

**19.01** Housekeeping staff shall be required to work on a performance incentive basis under the bonus system, with a base hourly wage not less than the hourly rate for the job classification as set forth in Appendix "A" of this Agreement.

- (a) Each housekeeping employee will be expected to maintain reasonable levels of work that have been historically and regularly met by the housekeeping staff at the Hotel (such work levels being regularly based on a six (6) hour shift). Work levels performed by housekeeping staff shall be 2.50 rooms per hour according to Company records. Employees shall be expected to achieve and maintain this quality of performance, promptness, and efficiency necessary to meet the standards of the Hotel.

### **ARTICLE 20 - GENERAL**

**20.01** The Company agrees to post a copy of the house rules upon the signing of this agreement. Any amendments to the rules following the signing of the agreement shall be sent to the Union Office one day prior to a meeting held to inform the staff members of said changes or additions.

**20.02** Employees shall be paid every second Friday. The Company will provide a separate or detachable itemized statement with each pay cheque showing the number of hours at straight time, overtime, the wage rate, and itemized deductions from the amount earned.

- 20.03** Employees shall be allowed to leave the premises in order to obtain meals so long as they return to their place of work before the conclusion of their meal period as per the house rules.
- 20.04** Parental and pregnancy leave as per the Province of Ontario Employment Standards Act.
- 20.05** All employees shall perform such work as is delegated by the Management.
- 20.06** The Hotel will supply a bulletin board for official communications from the Union to its members.
- 20.07** Prior to implementing any technological change that would cause layoffs or terminations the Company shall meet with the Union with a view to minimize the impact on the members.
- 20.08** Occupational Health & Safety as per the Health & Safety Act of Ontario.

### **ARTICLE 21- DEFINITIONS**

**21.01** "DEPARTMENT" is defined as:

Housekeeping Room Attendant  
Front Desk Clerk  
Maintenance  
Laundry Attendant

### **ARTICLE 22- EXTENT**

- 22.01** The Parties recognize and agree that they cannot be obligated or bound by any term, condition, or provision, which would be inferior to any existing federal or provincial legislation or regulations passed pursuant thereto.
- 22.02 (a)** The Parties recognize and agree that they cannot be obligated or bound by any term, condition, or provision, which would be inferior to any existing Employment Standards Act or regulations passed pursuant thereto.
- (b)** In the event that any term, condition, or provision, or part thereof, which is incorporated into the Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to any existing or future Employment Standards Act. Then such term, condition, or provision, or part thereof, is void and of no effect.

### **ARTICLE 23 - MANAGEMENT OF EMPLOYEES**

- 23.01** The Company reserves all rights in the management of the business, unless clearly and explicitly granted to the Union by this Agreement, and the Union shall not in any way interfere with these rights. These rights so reserved include, but are not limited to, the right to hire, the right to

discharge for just cause, the right to determine the methods and means by which operations are to be conducted, including specifically, the bonus system operating in the Housekeeping Department, the right to direct the work force and the right to exclusively manage the operation.

The Company may exercise any right or prerogative so long as it is not in conflict with the express terms of this Agreement. Failure to exercise the right or prerogative in a particular manner is not a waiver of such right or prerogative.

Further, the Company agrees that in the exercise of management rights and in the administration of this agreement without restricting the generality of the foregoing, such rights of the Company shall include the right to:

- (a) Instruct and direct employees in their duties and responsibilities.
- (b) Control the use of buildings, equipment, utensils, machinery, tools, material, instruments, clothing, uniforms and all other articles or things belonging to the Company.
- (c) Formulate policies, rules and reasonable regulations.
- (d) Maintain order and discipline to hire, promote, transfer, demote, classify, lay-off, recall, retire, suspend or discharge or otherwise discipline employees for just cause.
- (e) Determine the hours of work, work assignments and methods of doing work.
- (f) Determine where, in what manner, at what time, and under what conditions employees in the bargaining unit perform their duties.
- (g) Limit, suspend, or cease operations, sub-contract or make necessary arrangements due to a change in the Company's policies.

It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this agreement

## **ARTICLE 24- PAID HOLIDAYS**

**24.01** All employees covered by the Agreement will be entitled to the following holidays:

- |                   |                     |
|-------------------|---------------------|
| 1) New Year's Day | 7) Labour Day       |
| 2) Family Day     | 8) Thanksgiving Day |
| 3) Good Friday    | 9) Remembrance Day  |
| 4) Victoria Day   | 10) Christmas Day   |
| 5) Canada Day     | 11) Boxing Day      |
| 6) Civic Holiday  | 12) Floater         |

**24.02** An employee does not qualify for a paid holiday if the employee;

- (a) Is employed for less than three (3) months.
- (b) Does not earn wages on ten (10) days of the four (4) work weeks preceding the holiday.
- (c) Does not work their scheduled regular day of work preceding and following the holiday, unless such absence is verified by a doctor's certificate.

- (d) Having agreed to work on a public holiday, does not report for and perform the work without reasonable cause, unless for bonafide sickness.

**24.03** When a holiday occurs during an employee's vacation period, the employees' vacation will be extended by one day to allow for the vacation day.

If one of the holidays occurs on an employee's day off, the employee will receive an extra day off at a time mutually agreed upon between the employee and the Employer, within thirty (30) days of said holiday.

Employees, because of ethnic, religious or spiritual affiliations may make a written request to their immediate supervisor for substitute holidays. This arrangement will be made only in the case of employees whose ethnic, religious or spiritual status does not correspond to the Christian holidays, specifically Easter Monday, Good Friday and Christmas Day. No more than (2) days per year may be substituted.

## **ARTICLE 25 - UNIFORMS**

**25.01** The Company shall maintain its current uniform policy and practice with respect to supplying two (2) uniforms to staff, except for front desk staff as addressed in Article 25.02(c) below, and paying for cleaning or laundry service.

- 25.02** (a) If, and whenever any special uniforms are required by the Company, the Company agrees that it will supply the same at its own expense.

If and whenever the Company supplies a washable uniform, the Company shall wash said uniform providing the employee has deposited it with laundry services with enough lead time to provide this service. The employee must take reasonable care in conservation of this uniform.

- (b) The company agrees to pay up to one hundred, sixty dollars (\$160.00) during the term of the agreement for safety footwear for maintenance employees. If said employee should leave the employ of the Company within six (6) months of the date of purchase of said shoes then the company may deduct from the final pay a sum equivalent to the amount paid to the employee.

- (c) **Uniform allotment for full time front desk staff per annum:**

**2 Uniform Jackets   2 Ties  
2 Pairs of Pants   4 Shirts**

**Uniform allotment for part time front desk staff shall be replaced only on an as needed basis.**

- (d) Foul weather garments will be stored at the hotel for use by employees on an as required basis.

## **ARTICLE 26 - REPORTING SICKNESS OR LATENESS**

**26.01** An employee who is unable to report to work shall inform his department head a minimum of two (2) hours prior to the commencement of his shift. Emergencies are accepted.

## **ARTICLE 27 - DURATION OF THE AGREEMENT**

**27.01** This Agreement shall continue in full force and effect for the period from date of ratification until February 28, 2019. Either Party may, not less than thirty (30) days or more than sixty (60) days before the expiry date or any succeeding anniversary date of the said Agreement, give notice, in writing, to the other Party to terminate or to negotiate revision thereof.

## **ARTICLE 28 - WORKPLACE HARASSMENT POLICY**

**28.00** The Holiday Inn and Suites firmly believe that every employee, whether male or female, is entitled to employment free of workplace harassment. The parties acknowledge and agree that they will not tolerate or condone any type of workplace violence or workplace harassment contrary to the Occupational Health and Safety Act.

### **28.01 - WORKPLACE HARASSMENT FROM A COMPANY EMPLOYEE**

- (a) It is the responsibility of the individual to make clear to the person(s) concerned that their behaviour/language is unwelcome and that they want it to stop.
- (b) In the event of continued harassment or a single incident of a more serious nature, the employee is required to make an appointment to see their General Manager to discuss the matter in confidence. If the complaint is not resolved by the General Manager, or if for any reason the employee is unable or unwilling to lodge their complaint with the General Manager, they should address their complaint to the Regional Director, in order that a final determination on behalf of the Company may be made.
- (c) The individual will be requested to put their grievance in writing, giving precise and detailed information on the nature of the behaviour/language in question, including witnesses, if any, and a formal disciplinary interview will be held with the alleged harasser.
- (d) **An individual making a complaint may choose to be accompanied by a union representative or a working colleague of their choosing at any stage in the proceedings.**
- (e) All employees have a responsibility to comply with this policy and treat all members of the Company with dignity and respect. Failure to do so will result in appropriate disciplinary action being taken by the Company which may include dismissal.



## **28.02 - WORKPLACE HARASSMENT FROM A NON-COMPANY EMPLOYEE**

- (a) It is the responsibility of the employee to remain courteous and calm in order to avoid antagonizing any situation and to present a professional Company image at all times.
- (b) It is also the responsibility of the employee to make clear to the person(s) concerned that their behaviour/language is unwelcome and that they want it to stop.

Inform the individual:

"I am sorry, your behaviour (or language) is inappropriate and offensive to me, please stop."  
In the event of continued harassment within the same meeting or telephone call, state:  
"I repeat, your behaviour (or language) is inappropriate. If you continue I will exercise my right to leave this meeting (or end this call) and will ask my Manager to contact you regarding our Company Policy on Workplace Harassment and to deal with the purpose of our meeting/your call."

Should the meeting/call need to be terminated, firmly state: "I am concluding this meeting/conversation -- goodbye."

- (c) Inform your manager of the situation following points laid down in 1(b), 1(c) and 1(d).
- (d) It is the responsibility of the individual receiving the complaint as identified under 1(b) to carry out the following steps:

Obtain full information from the employee as laid down in 1(c) and 1(d);

Where deemed appropriate following information received, call the alleged harasser and inform that your staff member feels humiliated/offended by the individual's choice of words/actions and that any form of workplace harassment, whether intentional or unintentional, is unacceptable to our Company. Offer to deal with original purpose of the individual's call.

Document any conversation and place one copy on file, one copy to Regional Director and Director of Labour Relations.

Confirm to the staff member that the issue has been addressed.

Instruct the employee to contact you immediately should a further incident with the same person or another person from the same Company occur.

- (e) In the event of serious or continued workplace harassment from a Non-Company employee, the General Manager must pass all documentation to the Regional Director so that a decision may be made on the course of action to be taken by the Company following consultation with the Vice President of Westmont Hospitality and either the Vice President Operations or Executive Vice President as appropriate, who will make recommendations to the President and CEO.

- (f) The preceding language does not preclude the employee from reporting the incident to a Union Representative.

### **28.03 - POINTS KEY TO ANY ALLEGED INCIDENT OF WORKPLACE HARASSMENT**

- (a) Confidentiality of the complainant will be maintained, except where disclosure of the complainant's name is necessary for purposes of investigating the complaint or taking disciplinary action in relation to the complaint.
- (b) All employees are asked to recognize and believe that a genuine complaint of workplace harassment will not affect the career of the complainant in any way. However, any employee deliberately making a false allegation of workplace harassment will be subject to disciplinary action which could include dismissal.
- (c) Employees are also informed that subject to the provision of the Ontario Human Rights Act, they may, if they so wish, file a complaint with the Human Rights Commission in respect of workplace harassment.
- (d) It is the responsibility of the Department Managers/Supervisors to be alert to the possibility of workplace harassment and, where unacceptable behaviour is noted, liaise promptly with the General Manager or Regional Director, if appropriate.

### **28.04 - SEXUAL HARASSMENT POLICY**

Sexual Harassment is one form of workplace harassment and is defined as:

"any conduct, comment, gesture, or contact of a sexual nature that is likely to cause offense or humiliation to any employee or that might on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion."

Examples of sexual harassment are noted below, however, this list is not exhaustive:

- unwelcome sexual attention
- suggestions that sexual favour may further an individual's career (or refusal may hinder it)
- insults or ridicule of a sexual nature
- lewd, suggestive or over-familiar behaviour
- display or circulation of sexually suggestive material
- unnecessary physical contact
- physical assault that is sexually related

Any allegations of sexual harassment will be dealt with sensitively and confidentially following the guidelines laid down under Workplace Harassment.

**28.05 Violence Against Women**

The parties recognize that women sometimes face situations of violence in their personal life that may affect their attendance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a women who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This Statement of Intent is subjected to a standard of good faith on the part of the Company, Union and effected employees, and will not be utilized by the Union or employee to subvert the application of otherwise appropriate disciplinary measures. The maximum number of days to be used per year is twenty (20).

**28.06 Women's Advocate**

The parties recognize that women in our workforce may have special needs for information or services. The parties recognize that a women's advocate in the workplace may be selected by the Union and will be included as one of the representatives of the Union Committee. The women's advocate will be responsible for representing the special needs facing women workers.

The women's advocate will participate in an annual three (3) day training program, including travel time. The Company agrees to pay for lost time.

**28.07 National Day of Mourning**

The Company agrees to allow employees one (1) minute of silence at 11:00 AM on April 28 of each year in observance of workers killed on the job.

**ARTICLE 29 - CONTROL OF ABSENTEEISM**

**29.01** Recognizing that the absenteeism by employees creates staffing and scheduling problems, disruption in the work place to the detriment of other employees and increased cost to the detriment of all parties, the Company is entitled to use any or all of the following measures in the control of absenteeism.

- (a) The Company may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work. Where the employee shows signs of excessive absenteeism the Company may require that the employee provide a doctors certificate for any one (1) day absences. Excessive will be understood by the parties to mean five (5) or more absences of one or more days in any one (1) year.

- (b) Every employee who is unable to report for work due to illness or injury shall notify their respective department manager or General Manager as outlined within this Agreement. In the event the Company is not satisfied by the evidence presented by the employee that the absence was justified and proper, the Company may institute the appropriate level of progressive discipline as this absence will be deemed to be just and reasonable cause.

Dated at London, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**FOR THE EMPLOYER**

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**FOR THE UNION**

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## Schedule "A"

### Effective March 1st 2016

2% Increase	Start	1 Year Service	2 Years' Service	3 Years' Service
Housekeeping Hourly	11.20	11.37	11.55	11.72
Double	0.00	6.25	6.51	6.53
French Suites	0.00	6.25	6.51	6.53
Corner Suite	0.00	7.26	7.55	7.61
Loft	0.00	8.47	8.80	8.80

### Effective March 1st 2017

1.5% Increase	Start	1 Year Service	2 Years' Service	3 Years' Service
Housekeeping Hourly	11.37	11.54	11.72	11.90
Double	0.00	6.35	6.61	6.63
French Suites	0.00	6.35	6.61	6.63
Corner Suite	0.00	7.37	7.66	7.72
Loft	0.00	8.59	8.93	8.93

### Effective March 1st 2018

2% Increase	Start	1 Year Service	2 Years' Service	3 Years' Service
Housekeeping Hourly	11.59	11.77	11.95	12.13
Double	0.00	6.47	6.74	6.76
French Suites	0.00	6.47	6.74	6.76
Corner Suite	0.00	7.52	7.81	7.88
Loft	0.00	8.76	9.11	9.11

### **PREMIUMS:**

Employees working part-time on the Night Audit: \$1.00 per hour worked

Present Front Desk Leadhand: \$1.00 per hour worked

Employees in the Laundry Classification: \$0.25 per hour worked

Employees, when employed in the classification of Maintenance \$1.00 per hour worked

Employees, when employed in the classification of Room Checker \$1.25 per hours worked

<b>Effective March 1st 2016</b>				
<b>2% Increase</b>	<b>Start</b>	<b>1 Year Service</b>	<b>2 Years' Service</b>	<b>3 Years' Service</b>
Front Desk	11.95	12.42	12.82	13.24
Guest Services	12.35	12.82	13.21	13.72
Maintenance	11.57	12.03	12.42	12.84
Room Checker	11.57	12.03	12.42	12.84
Laundry	11.17	11.64	12.04	12.27

**Effective March 1st 2017**

<b>1.5% Increase</b>	<b>Start</b>	<b>1 Year Service</b>	<b>2 Years' Service</b>	<b>3 Years' Service</b>
Front Desk	12.13	12.61	13.01	13.44
Guest Services	12.54	13.01	13.41	13.92
Maintenance	11.74	12.21	12.61	13.03
Room Checker	11.74	12.21	12.61	13.03
Laundry	11.34	11.81	12.22	12.45

**Effective March 1st 2018**

<b>2% Increase</b>	<b>Start</b>	<b>1 Year Service</b>	<b>2 Years' Service</b>	<b>3 Years' Service</b>
Front Desk	12.38	12.86	13.27	13.71
Guest Services	12.79	13.27	13.68	14.20
Maintenance	11.98	12.45	12.86	13.30
Room Checker	11.98	12.45	12.86	13.30
Laundry	11.56	12.05	12.46	12.70

**RRSP:**

The Employer will contribute the following per hour worked, per employee, after one year completed service to a group RRSP to be set up by Unifor Local 302:

March 1, 2016	\$0.48
March 1, 2017	\$0.53
March 1, 2018	\$0.53

The Employer's liability is limited to the payment, and such payment shall be made on a monthly basis for each employee to the appropriate service provider. The Union will receive a monthly statement of contributions.

**SOCIAL JUSTICE FUND**

The Company agrees to pay into the Social Justice Fund one (\$0.01) cent per hour per employee for all compensated hours. Such monies to be paid on an annual basis into the Unifor Social Justice Fund (SJF) which is a registered charity established by Unifor. The Company is to forward the annual payment to the following address:

Unifor Social Justice Fund  
205 Placer Court  
North York, Ontario  
M2H 3B9

The Company will be issued a charitable receipt for each payment.

**LETTER OF UNDERSTANDING**

The bonus system operating in the Housekeeping Department will stay in place for the life of the collective agreement. This Letter of Understanding expires at the end of this collective agreement.

**FOR THE EMPLOYER**

**FOR THE UNION**

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