

# COLLECTIVE AGREEMENT

BETWEEN:

**Canadian Niagara Hotels Inc.**

- and -

**Workers United Canada Council  
and its Local 2347  
(hereafter referred to as “the Union”)**

Effective: January 9, 2015

Terminates: January 5, 2018

## TABLE OF CONTENTS

<b>Article:</b>	<b>Page:</b>
1:Purpose.....	1
2:Recognition and Scope .....	1
3:Relationship .....	2
4:Management Rights .....	3
5:Union Representation .....	4
6:Complaints or Grievances.....	5
7:Arbitration.....	6
8:Management Grievance, Union Policy Grievance.....	7

9:Discharge Cases..... 8

10:Strikes and Lockouts..... 9

11:Seniority ..... 10

    Students.....11

12:Layoffs ..... 12

13:Scheduling - Job Posting (13.09-13.11) ..... 13

14:Leave of Absence ..... 15

15:Paid Holidays ..... 17

16:Schedule of Vacation Privileges..... 17

17:Bereavement Leave ..... 18

18:Court Duty ..... 19

19:Bulletin Boards ..... 20

20:Hours of Work – Overtime – Time Cards (20.05-20.08)..... 20

21:Health and Safety..... 21

22:General ..... 22

- Labour/Management Committee ..... 22
- Uniforms ..... 23
- Hotel Security ..... 23
- Meals and Staff Rooms ..... 24
- Parking ..... 24
- Individual Agreements..... 24
- Training and Development ..... 25
- Personal Hygiene and Grooming ..... 25
- Housekeeping Department..... 25
- Maintenance Department (22.13-22.16)..... 27
- Bell Staff (22.17-22.18) ..... 28
- Lost and Found (22.19) ..... 28
- Food and Beverage (22.20-22.27) ..... 31

23.01 Payroll (23.01-23.02)..... 31

23.03 Vehicle Use ..... 32

24:Health and Welfare ..... 33

25:Classification and Rates of Pay..... 34

26:Duration Agreement, Renewal Procedures ..... 34  
27:Pension.....35  
Schedule “A” ..... 37  
Schedule for Hourly Wage Rates ..... 38,39

**Letters of Understanding:**

Vacation pay for Joan Archambault ..... 40  
Article 5.01: Union Access ..... 41  
Employee RRSP contributions ..... 43  
Recruitment and Selection ..... 44  
Union Health & Safety Training Fund..... 45  
Printing of Collective Agreement..... 46  
Union Education Fund..... 47

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## **ARTICLE 1 – PURPOSE**

**1.01** The purpose of this Collective Agreement is to provide lawful and orderly bargaining Relations between the Company and its employees covered by this Collective Agreement through the Union, to secure prompt disposition of grievances, to eliminate interruption of work and interface with the efficient operation of the company's business, and to maintain fair wages, hours and working conditions for the said employees, all as set forth in the Collective Agreement.

**1.02** The Company and the Union cannot and will not condone discrimination or personal harassment that is based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap, or for any other grounds declared unlawful by Ontario Human Rights legislation.

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

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

## **ARTICLE 2 – RECOGNITION AND SCOPE**

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

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

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

The Sheraton Conference Center and the Crowne Plaza Niagara Falls-Fallsview Hotel's Banquet Department's shall be separate departments for the purposes of Article 1.01 of the Banquet Addendum.

Should at anytime the Sheraton Windows Fine Dining restaurant cease to be a fine dining restaurant the new facility and its employees shall become part of the bargaining unit and covered by the Collective Agreement.

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

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

**2.04** The Company agrees that management and employees who are not covered by this agreement will not perform work that is performed by members of the bargaining unit except in the following circumstances:

- a) Training or instruction of employees
- b) Emergencies
- c) Sudden or unexpected business surges
- d) Unanticipated operational needs of the hotel
- e) For specialized or skilled work which requires that the work be performed by a manager ( example-Chefs)
- f) When hotel occupancy levels are less than 35%

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

### **ARTICLE 3 – RELATIONSHIP**

- 3.01** All employees within the scope of the bargaining unit shall apply for membership in the Union and the employer shall deduct union dues from all employees from day one of employment.
- 3.02** The Union agrees to accept into membership all such new employees.
- 3.03** Initiation fees, if any, shall be deducted from the pay cheques of new union members.
- 3.04** The sums deducted for Union dues shall be forwarded to the Union within 14 days of the last pay period in each month. Said remittances shall accompany a statement showing all employee names, home addresses and telephone numbers and accumulative total deduction for initiation fees if any, and dues for each employee.
- 3.05** The Company will provide the Union with all information concerning new hires within 14 days from their first pay date namely: Name, address, classification and wage rate.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01** The Union acknowledges the exclusive function of the Company generally to manage the enterprise in which it is engaged and particularly to:
- a) Maintain order, discipline and efficiency;
  - b) Hire, discharge, transfer, promote, demote or discipline employees provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee who has completed his or her probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
  - c) It is agreed that the Company may issue and enforce from time to time reasonable rules and regulations copies of which shall be posted at the time of issue.
- It is understood that these rights shall not be exercised in a manner inconsistent with the terms of the Collective Agreement.

- 4.02** In order that Management's rights to maintain efficiency, as referred to in paragraph a) above, may be fully effectuated, and that there may be full cooperation between the Company and its employees, it is agreed that all

officers of the Union, in any way concerned with the operation of the Collective Agreement, as well as Union Stewards and Committee Members, will not encourage and will actively discourage any inefficiency or malpractice on the part of an employee or group of employees.

**4.03** It is the Management's intention not only to require efficiency, but also to promote the efficiency of its employees, and wherever possible, to institute and maintain training programs with a view to the selection for advancement of employees who display interest, aptitude and efficiency.

## **ARTICLE 5 – UNION REPRESENTATION**

**5.01** The Company will, upon reasonable notification to the Human Resources Manager, or delegate, or the Duty Manager, permit reasonable access to designated areas of its premises by an accredited Union representative for the purpose of business connected with the Union, providing said business shall not interfere with the operations of the department concerned.

**5.02** The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of shop stewards to assist employees in presenting their grievances to the representatives of the Company. There shall not be more than one (1) Steward per department in each location; in the food and beverage departments there shall be allowances for one (1) steward to represent front of the house employees and one (1) steward to represent back of the house employees in each property. The Union shall notify the Company immediately in writing of any changes in the personnel of the Stewards before the Company shall be required to recognize them.

**5.03** Any employee or Steward shall not leave his/her working place to attend to Union business, or to service a grievance until he/she has secured permission from his/her Supervisor, which shall not be unreasonably withheld. When resuming their regular work, they shall report to their Supervisor. Such business shall be between the Union and the Company.

**5.04** The Company agrees that there will be no recrimination practiced against Stewards for carrying out their functions on behalf of the Union, nor by reason of union membership or lawful union activity.

**5.05** The Union Negotiating Committee shall consist of the Union Representative, an additional representative of the Union and five (5) employees of the Company.



**5.06** It is mutually agreed that employees shall not be eligible to serve as departmental Stewards or members on any Union committee established under this Collective Agreement until they have completed their probationary period.

**5.07** In the event Management is intending to discipline or discharge an employee, prior to issuing such discipline Management shall advise such employee that discipline or discharge is pending; and furthermore, advise the employee that they may request to be accompanied by a Shop Steward or a representative of the Union at a meeting where any employee is presented with a formal discipline or discharged. In the event an employee declines union representation, Management shall note this on the disciplinary notice.

In the event an employee requests to be accompanied by a Shop steward and either a shop steward is not present at the time of discipline or discharge or no shop steward exists in the department, the Company shall permit the employee the choice of another departmental co-worker, chosen by the employee, provided the temporary absence of the employee from their work duties does not unduly interfere in the operation of the business. If the representation available to the employee under this article is not available, it is understood that the Company shall not be required to delay the imposition of either discipline or discharge.

**5.08** Warnings in writing, other than suspension notices, shall be removed from an employee's personnel file after one (1) year. Employees may view their employment records with the Human Resources Manager. At such time all stale dated warnings will be removed. Suspension notices are to be removed after two (2) years provided there is not an occurrence of any nature within two (2) years.

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

## **ARTICLE 6 – COMPLAINTS OR GRIEVANCES**

**6.01** It is the mutual desire of the parties hereto that complaints and grievances shall be adjusted as quickly as possible. A "grievance" is defined as a difference that arises between the parties related to the interpretation, application or

administration of this Agreement or where an allegation is made that this Agreement has been violated.

**6.02** If an employee or the Union has a complaint or grievance the matter shall be taken up with the Department Head within ten (10) days of the occurrence giving rise to the complaint or grievance. If the matter is not settled within twenty-four (24) hours, or such longer periods as may be agreed upon, and the matter constitutes a grievance, then the following steps of the grievance procedure may be invoked in order:

**Step 1**

The grievor or the Union representative shall deliver the grievance in writing to the Department Head concerned, or if not available to the Human Resources Department, within five (5) working days of the matter having been replied to in 6.02 above. The Department Head or the Human Resources Department shall render a decision in writing and deliver same to the grievor within five (5) working days.

**Step 2**

Within five (5) working days of the reply being given and received by the grievor and in the event the complaint or grievance is not settled at Step 1, the Union may take the matter up with the Human Resources Manager. A recognized officer of the Union along with the grieving employee may be present at a meeting between the parties. A meeting must be held within ten (10) days of the Company's receipt of the grievance, unless the parties otherwise agree in writing to extend the timeframe. The Company shall render a decision within five (5) working days of the meeting of Step 2.

**6.03** If a settlement of the grievance is not reached at Step 2, then either party may refer the matter to arbitration pursuant to Article 7-Arbitration of the Collective Agreement within twenty (20) calendar days of the decision having been received at Step 2.

**6.04** Working days shall exclude Saturday, Sundays and Holidays stipulated in the Collective Agreement.

**6.05** The Company agrees to forward by electronic means replies or correspondence relating to grievances to the Union upon issue. It is understood that the failure of the Union to receive such documents will not nullify or void the action taken by the Company. Hard copies shall be mailed to the Union.

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

## **ARTICLE 7 – ARBITRATION**

- 7.01** Both parties to this Agreement agree that any grievance may be referred to a Sole Arbitrator at the written request of either of the parties hereto.
- 7.02** Within seven (7) calendar days of the request, the party requesting arbitration shall notify the other in writing of the arbitrator next up on the rotation from the list below, and following such confirmation, the requesting party shall notify the arbitrator regarding a request to arbitrate the matter:
1. Newman, E.
  2. Solomantenko, V.
  3. Chauvin, P,
  4. Abramsky, R.
  5. Monteith, G. S.
  6. Charney, G.
  7. Gee, D.
  8. Levinson, R.
  9. Luborsky, G.
  10. Burkett, K.
- 7.03** The decision of the arbitrator shall be binding on the Union and the Company.
- 7.04** The Arbitrator shall not have any power to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions for any existing provisions, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 7.05** The parties will jointly bear the fees and the expenses of the Arbitrator.
- 7.06** Nothing in this Collective Agreement shall prevent either party pursuing arbitration to section 49 of the Ontario Labour Relations Act.
- 7.07** No matter may be submitted to arbitration, which has not been properly carried throughout all previous steps of the grievance procedure.
- 7.08** The parties may, by mutual agreement in writing, agree to retain a grievance mediator. The costs relating to such a service shall be divided equally between the parties.

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

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

## **ARTICLE 9 – DISCHARGE CASES**

**9.01** New employees hired after January 12, 2012 shall be considered probationary until they have worked six hundred and eighty (680) hours, after which time their seniority shall date back to the day of original hiring. It is agreed that probationary employees may be discharged at the sole lawful discretion of the Company for any lawful reason satisfactory to the Company and that such action is not subject to the Grievance and Arbitration Procedures and does not constitute a difference between the parties. If it is alleged that the Company exercised its discretion unlawfully or that a probationary employee has been dismissed for an unlawful reason, the grievance shall specify what is being alleged, shall include particulars of the alleged unlawful exercise of discretion or alleged unlawful reasons and shall specify any provisions of this Agreement and statutory provisions that are alleged to have been violated by the Company.

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

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

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

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

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

## **ARTICLE 10 – STRIKES AND LOCKOUTS**

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

## **ARTICLE 11 – SENIORITY**

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

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

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

**11.03 Use of Department Seniority**

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

<u>Department</u>	<u>Applicable Position/Classification</u>
Housekeeping	Room Attendant, House Person, Lead Hand, Room Attendant I, Room Attendant II, Dining Room Cleaner
Uniform Service	Doorperson, Bell Person, Lead Hand
Maintenance	Tile setter/Carpet Layer, Lead Hand, Maintenance Utility, Mechanic 1, Mechanic 2, Senior Mechanic, Carpenter, Painter
Steward	Dish Washer, Night Cleaner
Culinary	Cooks 1, 2, 3, 4, Baker, Commis, Demi-Chef, Chef de Partie, Lead Hands
Servers	Server, Bartender, Room Service
Dining Room Support	Cashier, Bus Person
Shipping & Receiving	Store Room Attendant

Each employee shall have a “home department”, i.e. the department in which he or she is primarily employed and in which he or she works the majority of the time. If an employee elects to work in a secondary position, the Employee will be put on the seniority list for that secondary position where they will receive the extra hours by seniority. At no time will a secondary employee be able to bump a primary employee out of scheduled shift or pick hours before a primary employee.

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

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

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

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

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

#### **11.06 STUDENTS**

A student shall be defined as an employee attending or registered in a regular course of study (occasional or interest courses excepted) whether or not employed between school terms. The following provisions shall apply to students covered by this Collective Agreement.

- a) Students shall be listed on their own seniority list in their respective departments and shall not have seniority over other employees;
- b) Seniority shall be calculated on the number of hours worked;
- c) Seniority shall carry from year to year, however, the first season of employment or the first fifty (50) days worked, whatever is greater, shall be considered a probationary period and the terms of Article 9.01 shall apply;
- d) Students shall not participate in the Company benefit programs stipulated under Article 24 of this Collective Agreement;
- e) In the event a student terminates his/her program of study, he/she is to advise the Company and seniority will be awarded at the bottom of the department seniority list. Hours worked shall be transferred to an agreed

- upon start date under the overall seniority standing one thousand and three hundred (1300) hours equals one (1) year of service;
- f) Students shall advise the Company at least two (2) weeks ahead of their intended last day of work prior to their return to their educational institute;
  - g) Students may be transferred to work at other properties at the discretion of the Company;
  - h) Where feasible, students shall take turns on shift rotation;
  - i) An employee who transfers to student status shall cease to accumulate departmental seniority. Seniority will continue to accumulate when the employee returns to his/her regular position;
  - j) All other terms and conditions of the Collective Agreement shall apply to students.

## **ARTICLE 12 – LAYOFFS**

- 12.01** Where it is necessary to generally reduce the working force in a department, seniority shall be the guiding factor, as long as it does not prevent the Company from maintaining a working force of employees who are qualified and willing to do the work, which is available.
- 12.02** Recall from layoffs shall be governed by seniority. If the employee has been laid off and fails to advise the Company within five (5) days after he/she has been notified by the Company by registered mail to return to work, of his/her intention to return or fails to report to work on the day and at the time specified by the Company in said notice, which date shall not be earlier than seven (7) days following the date of such notice, he/she shall be struck off the seniority list. Said notice will be copied to the Union
- 12.03** Employees who are laid off will be retained on the Company's seniority list for a period of nine (9) months or until such time of recall within the following season. If the employee is not recalled the following season they may be struck from or retained on the list with the consent of the Union, which shall not be unreasonably withheld.
- 12.04 Location Closures**  
In the event that a location of employment closes, the following measures will be taken:
- Whenever possible, the Union shall be advised of any changes at least one (1) month prior the proposed change.



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

- 12.05** The Company shall allow an employee to elect to be laid off outside of his or her seniority. The employee who elects to be laid off shall be recalled as per article 12.02. Unless the employee has agreed to extend the layoff voluntarily.

### **ARTICLE 13 - SCHEDULING**

- 13.01** The Company will post work schedules of its employees by noon Friday for the week commencing the following Sunday, with shift preferences to senior employees. Employees shall not be placed “on call”. The preceding does not supersede any other reference to scheduling in this agreement under article 13 scheduling.
- 13.02** Wherever possible, Management will give employees ten (10) hours’ notice of any changes in the employee’s scheduled hours of work. Employees reporting absence from a scheduled shift must do so at least two (2) hours prior to the scheduled start time. One (1) hour notice is required for shifts starting prior to 6:59 a.m.
- 13.03** Employees shall have at least eight (8) hours between shifts unless mutually agreed to between the supervisor and the employee concerned. This will not apply to split shifts.
- 13.04** Employees shall not be scheduled for less than five (5) hours on a daily basis. Available hours of work to a daily maximum of eight (8) hours to any individual employee will be scheduled in accordance with seniority within the department, providing all things are equal.
- a) In the Maintenance Department, employee days off shall be governed by seniority and employees shall participate in shift rotation where it is required.
  - b) At the start of each season all employees with the exception of maintenance shall advise their supervisor of preferred days off. Whenever possible the Company shall accommodate employee requests by seniority.
  - c) Servers, Bartenders and Banquet porters may be scheduled for a three (3) hour shift. In the event that employees are required to work beyond three (3) hours senior employees will be given the option to either work or leave within their classification, so long as this does not prevent the Company from maintaining a qualified staffing compliment for the shift.

The Employer agrees that available shifts will be made available on the basis of seniority.

- d) Room attendants may register their names with their supervisor to work six (6) hour shifts. Returning to eight (8) hour shifts shall be done the first Sunday of either the month of January or June of each year. It is fully understood between the parties that this is on a voluntary basis only.

The method and approach of scheduling of room attendants hired after January 1, 2005 shall be five (5) six (6) hour days. When eight (8) hour shifts become available, it shall be offered to the newly hired employees on a seniority basis.

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

**13.05** All employees shall be granted by their supervisors, as working conditions permit, one (1) fifteen (15) minute rest period, with pay, within each four (4) hour work period. In the calculation of overtime, the paid fifteen (15) minute breaks will be considered time worked.

**13.06** Employees reporting for work at their scheduled starting time, not having been notified not to do so on the day previous, shall receive a minimum of five (5) hours work or a minimum of five (5) hours pay at the employees gross hourly rate (unless the hours scheduled are less than five hours, then the employee shall be paid for hours scheduled).

**13.07** The provision of Article 13.06 shall not apply in the event of a major plant breakdown, flood, electrical stoppage, fire or breakdown beyond the control of the Company.

**13.08** In case of an emergency, all maintenance employees called in for work after completing their shift will be guaranteed a minimum of three (3) hours pay at time-and-one-half, within a twenty-four (24) hour period.

**13.09 Job Posting**

When a position within the bargaining unit becomes vacant and a replacement is required, it will be posted for a period of three (3) days on the bulletin boards at all properties from April 1 to October 31, and five (5) days from November 1 to March 31. Copies of the job postings shall be forwarded to the Union by electronic means upon issue.

**13.10** Employees who are interested in the vacant position shall apply in writing to the Human Resources Manager. Each applicant shall be interviewed and given consideration for the position. The Company shall take into account the conditions that are set out in Article 11.02. In the event that no one is suitable for the position, the company has the right to hire from outside. This procedure must be completed prior to the filling of any bargaining unit position.

**13.11 Temporary Transfers**

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

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

An employee exercising seniority rights to transfer to a lower rated position in the bargaining unit will receive the rate of pay for the lower classification.

**ARTICLE 14 – LEAVES OF ABSENCE**

**14.01 Statutory Personal Leaves of Absence**

The following provisions apply to leaves of absences which may be available to an employee under Ontario’s Workplace Safety and Insurance Act & Ontario’s Employment Standards Act, as may be amended from time to time, including:

- crime-related child death of disappearance leave ( minimum 6 mos service required)
- critically ill childcare leave (minimum 6 mos service required)
- family caregiver leave
- family medical leave
- organ donor leave ( minimum 13 weeks service required )
- parental leave ( minimum 13 weeks service required)
- personal emergency leave
- pregnancy leave ( minimum 13 weeks service required )
- reservist leave ( minimum 6 mos service required)

An employee must inform his/her supervisor as soon as possible that the employee is requesting leave, specifying the type of leave requested and providing the Employer with proof of

entitlement to such leave that is reasonable in the circumstances. The Employer will treat any such proof as confidential in keeping with the provisions of PIPEDA.

To the extent available, employees may access other pay or benefit provisions in this agreement regarding payment by the Company for any of the above-cited provisions, including Article 16.

For leaves less than 30 days benefits shall be continued in the month the employee pays the required employee premium as provided for under Article 24.

For leaves greater than 30 days, Employees enrolled in the Company's benefit plans shall have the option of continuing coverage provided post-dated cheques for any premiums owed by the Employee under Article 24 are received prior to commencement of the leave

#### **14.02 – Other Personal Leaves of Absences**

The following provisions apply to any requested personal leave not otherwise covered in 14.01.

- a) Due to the particularities and seasonality of the hotel business, it is recognized that during certain periods, minimum scheduling of personal leaves of absences are necessary. However, the Employer shall grant such leaves so long as they do not prevent the Employer from maintaining an adequate and qualified workforce.
- b) It is understood that an employee requesting a personal leave of absence must submit his/her request in writing to the employee's Manager or delegate, at least 2 weeks prior to the desired date of commencement of such leave and must indicate both the reason for requesting the personal leave and the length of leave, including return to work date. The Company's reply will be given to the employee in writing within seven (7) days following the receipt of the request. In the case of extreme emergency, the two-week notice period may be waived.
- c) The Company will notify the Union in writing of all approved personal leaves of absence under this provision.
- d) Seniority will be continue to accumulated to any employee during any approved personal leave of absence for a maximum of one (1) month.
- e) Delegation for Union business shall be granted unless the employee's absence would prevent the Employer from maintaining a qualified workforce.
- f) Employees will be granted if requested four (4) consecutive days off without pay during the summer season. Two (2) weeks' notice must be given by the employee for requested days of. The scheduling of these days will be granted on a seniority basis, so long as it does not prevent the Company from maintaining a qualified workforce.

**14.03** It is understood that employees on leave under Articles 14.01 or 14.02 shall not use the time granted for purposes other than declared in their request for such leave. Violation of this Article shall be just cause for dismissal

## **ARTICLE 15 – PAID HOLIDAYS**

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

New Year's Day	Canada Day
Family day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day

The amount of holiday pay to which an employee is entitled is all of the Gross Regular Wages earned by the employee in the four work weeks before the work week with the public holiday plus all of the vacation pay payable to the employee with respect to the four weeks before the work week with the public holiday, divided by 20.

**15.02** When required to work on the above noted government statutory holidays, employees shall be paid at the rate of time-and-one-half of their regular day's pay in lieu of the holiday. When required to work on the above non-government statutory holidays, the employees shall be paid, in addition to their regular rate of pay, their regular day's pay.

**15.03** All employees working New Year's Eve shift will be paid time-and-one-half at their regular rate of pay, beginning at 6:00 pm New Year's Eve.

**15.04** In the event a holiday, as specified in this schedule, falls within an employee's vacation period, the Company has the choice either to a) extend the vacation period by one working day, with pay, or b) pay an extra day's vacation pay.

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

- 16.01** Vacation Pay shall be paid on a percentage of earning in accordance with years of service with the Company and its predecessors as hereinafter set forth, said amounts accrued shall be paid to employees on the pay day prior to their departure on vacation. Accruals shall commence at the start of the second pay period in 1997 with a payout on the pay period closest to November 15th each year if vacation is not taken.
- 16.02** Vacation entitlement for all employees shall be as follows:
- a) Less than one (1) years' service- four (4) percent of total earnings;
  - b) One (1) or more years' service – two (2) weeks' vacation with four (4) percent of total earnings;
  - c) Five (5) or more years of service – three (3) weeks' vacation with six (6) percent of total earnings;
  - d) Ten (10) or more years of service - four (4) weeks vacation with eight (8) percent of total earnings;
  - e) Twenty (20) or more years of service – five (5) weeks' vacation with ten (10) percent of total earnings.
- 16.03** The Company shall post a vacation schedule by department no later than February 1 of each year; employees will indicate their preferences of vacation dates by March 15. The vacation schedule will be posted in its final form by March 31 of each year. Employees who do not make a choice will be granted vacation only when business conditions permit.
- 16.04** The scheduling of vacations shall be done on a seniority basis, so long as it does not prevent the Company from maintaining a qualified workforce.
- 16.05** Employees will not be allowed to waive their vacation credits and allow them to accumulate from year to year.
- 16.05** Casual food and beverage staff shall receive vacation pay equal to four percent (4%) of gross earnings paid bi-weekly.

## **ARTICLE 17 – BEREAVEMENT LEAVE**

**17.01** A full time employee who has completed his or her probationary period shall be granted three (3) consecutive days leave of absence with pay for the purpose of attending the funeral or making other arrangements on the death of an employee’s father, mother, current spouse, child, child of spouse, brother, sister, grandfather, grandmother, father in-law or mother in-law, brother in-law or sister in-law.

“Spouse” means the legal husband or wife of the employee. Where the employee is not legally married or is legally married but wishes to designate a person other than the legal husband or wife as spouse, then “spouse” means a person of the opposite sex or same sex who resides with the employee for at least twelve (12) consecutive months and who is publicly represented as the husband or wife of the employee and who has been designated the spouse or common law spouse of the employee to the Employer. The Employer reserves the right to ask for the written notice to be by way of Statutory Declaration that the spouse as designated meets the term of this provision.

In the event an employee cannot attend the funeral of any of the relatives described in, the Employer shall grant two (2) consecutive days leave of absence with pay in the case of death of a spouse, brother, sister, mother, father, son or daughter and a one (1) day leave of absence with pay upon the death of any other relatives mentioned above.

Payment shall be made at the employee’s regular straight time hourly wage rate based on the number of normal hours of work the employee would otherwise have worked.

The Employer reserves the right to request proof of bereavement.

**17.02** The three (3) day allowance above referred to shall not be deducted from the sick leave allowance.

**17.03** In order to qualify for the foregoing bereavement allowance, employees may be asked to supply proof by way of a Doctor’s Certificate or newspaper clipping. Department Heads must be notified promptly.

**17.04** In the application of 17.01 employees may request an extension of the three (3) days by requesting a leave of absence in accordance with article 14.

## **ARTICLE 18 – COURT DUTY**

**18.01** Any employee who is required to serve on a jury, or who is subpoenaed by the Crown, shall be paid by the difference between the amounts paid for such service and his/her normal pay computed at his/her normal hourly rate for hours lost from work up to forty (40) hours in a week, subject to the following provisions:

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

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

## **ARTICLE 19 – BULLETIN BOARDS**

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

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

**20.01** Except as otherwise covered under Article 13 of this agreement, the hours of work in all departments of the hotel shall be forty (40) hours per week with the exception of Uniformed Services. In the Uniformed Services department, the hours of work shall be forty-four (44) per week. For all employees the work week shall consist of five (5), eight (8) hour days, with two consecutive days off each week, with possible exceptions in some departments where arrangements are made subject to the approval of the Union and Management.

**20.02** It is mutually agreed that Article 20.01 a) is not to be assumed as a guarantee of any number of hours of work. The clause refers to the method and approach of scheduling. Further, whenever possible, straight shifts will be scheduled but where, due to the peculiarity of a department and its service requirements to the



public, split shifts may be arranged. Split shifts shall be completed within a twelve (12) hour period in any given day. It is further agreed that in certain departments, starting times may be varied at the discretion of the Department Head.

**20.03** All employees shall be paid overtime at the rate of time-and-one-half their regular rate of pay for time worked in excess of forty four (44) hours per week.

**20.04** Overtime opportunity shall be offered by seniority. In the event overtime is required of employees working in their scheduled shifts. The Company shall seek volunteer (s) to work overtime; in the event no volunteer (s) are available to work, the work required shall be assigned in reverse order of seniority.

**20.05 Employee Time Records**

No allowance will be made for the time on the electronic time record prior to the regular starting time without authorization from the supervisor of the department. Unless the supervisor's authorization is secured on each occasion, the additional time shown on a time record at the commencement of a work period shall be considered as time not worked, in other words, as an employee's own time.

**20.06** If an employee electronically punches in and out late, it will be assumed that the employee was delayed for personal reasons and that the time shown on the time card beyond the regular quitting time is the employee's time unless the department's supervisor provides an overtime slip to the employee concerned.

**20.07** Employees neglecting to punch in and out at all required times throughout working hours may be subject to disciplinary action. Employees requiring a time card reporting to work without such time card shall immediately report to the person the supervisor designates the individual to report to.

**20.08** Each employer shall enter his/her own time clock number only. Entering or using electronic time records /cards other than your own may be cause for dismissal.

**ARTICLE 21 – HEALTH AND SAFETY**

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

**21.02** The Company and the Union agree to abide by Ontario's Occupational Health and Safety Act. The Union agrees to provide representatives for each of the Sheraton, Crowne Plaza and Skyline Inn Hotel joint health and safety committees, with the number of union worker representatives accorded under the current terms of reference for each of the 3 above-noted hotel joint health and safety committees. The Union worker reps shall be responsible for conducting monthly workplace health and safety inspections of their designated hotel. The terms and conditions of each joint health and safety committee shall be the current written terms of reference with modifications as determined by each joint health and safety committee. The Union rep may attend any of the above-noted joint health and safety committee meetings from time to time upon providing the Company with previous day notice.

All employees shall have WHMIS training and fire training that will be on paid time.

**21.03** The Company further agrees to co-operate with the Committee in the enforcement of such Act, and to provide each member and the Union with a copy of the minutes and audits of the meeting held by the Committee. Accident reports of bargaining unit employees will be made available to the union upon request.

**21.04** The Company agrees to pay for all hours worked by each such employee as it may designate from time to time through the Human Resources Department, to act as a First Aid Attendant, a premium of twenty-five (25) cents per hour in addition to such employee's average hourly straight time earnings. All First Aid Attendants must hold a valid St. John Ambulance certificate or its equivalent.

**21.05** To ensure a safe and efficient operation of the hotels, the Company may request an employee to undergo a medical examination by a physician and the Company shall bear the expense in connection therewith. Such examination shall be to determine the said employee's ability to continue with their employment.

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

## **ARTICLE 22 – GENERAL**

### **22.01 Labour/Management Committee**

The Company and the Union agree to the continuation of the Labour/Management Committee for the purpose of resolving issues relating to the work environment. A Committee shall consist of three members of Management and the Bargaining Unit member from each department of the Hotels.

**22.02** The Labour/Management Committee shall meet when the parties mutually agree that a meeting is required.

### **22.03 Uniforms**

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

**22.04** For all employees who are required by the Company to wear uniforms, the company shall supply two uniforms per employee. Those employees who wear shirts as part of their uniform shall be supplied with three. Maintenance employees shall receive three (3) sets of uniforms at the start of each new season, no later than the end of May. In the event a maintenance employee requires a new uniform prior to May, it shall be supplied at the discretion of the employer.

Housekeeping staff shall be supplied with slacks and shirts and/or blouses, Uniforms shall be replaced if and when required. In the event that the company introduces a new type of style of uniforms, the employees shall be consulted and have an opportunity to make recommendations in regard to the selection of the uniforms.

**22.05** a) Employees will be responsible for full replacement cost of uniform, if not returned, such amount to be deducted from the final pay cheque, less any deposits previously paid. Only most recent issued uniforms must be returned. Receipts will be issued for return of uniforms.

- b) It is agreed that the colour and type of basic accessories required by staff to augment their uniform will be at the discretion of the Company but the responsibility of the individual.
- c) Company issued name tags must be worn at all times. A maximum of two (2) replacement tags will be provided free of charge per calendar year, thereafter a replacement charge of seven dollars (\$7.00) will be charged for lost or willfully damaged name tags.
- d) The Company agrees to permit employees to wear “Workers United” union pins. The current pin supplied by the Union is acceptable by the Company; however, any further type or style introduced by the Union must be approved by the Company, which shall not unreasonably be withheld. In the event that the Company supplies employees with a “period” style uniform and that the presence of a union pin will distract from the appearance of the uniform the Company may request employees wearing said “period” uniform not to wear a union pin.

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

## **22.06 Hotel Security**

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

## **22.07 Meals and Staff Rooms**

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

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

## **22.08 Parking**

Parking privileges, on site, will be provided for employees on a first-come, first served basis at no cost. Employees must sign up with Human Resources for each season. In the event of a layoff or termination parking costs and privileges will be suspended. The Company reserves the right to have a shuttle service on certain days that the Company sees fit. This will be provided at no extra charge to the employees.

## **22.09 Individual Agreements**

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

## **22.10 Training and Development**

- a) A copy of hotel rules shall be given to employees at time of hire and at the start of each season. The Company will post on employee bulletin boards and have available for review by the Union a copy of the employee handbook, departmental rules and protocols.
- c) It is agreed between the parties that the Company handbook that is issued to employees will not supersede the contents of the Collective Agreement.
- d) The Company may have two (2) students that are placed and subsidized by a third party and are not directly employed by the Company. The Company shall provide in writing to the Union the names, job classification, start and finish date of all trainees. This information must be supplied to the Union at least ten (10) days prior to the placement of the trainee.

In the event that the trainee receives any financial remuneration from the Company the trainee shall be subject to the terms and conditions of the Collective Agreement while performing remunerated work for the Company. The Company agrees that there will be no union member displacement or replacement as a result of the training programs. Nor shall there be any interference with the return to work of a laid off union member or the hiring of new employees. Trainees will be under the guidance of a supervisor for work assignments.

## **22.11 Personal Hygiene and Grooming**

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

## **22.12 Housekeeping Department**

- a)
  - i) Room attendants are not to be assigned House Person duties unless on a voluntary basis.
  - ii) The Night Room Attendant shall not be assigned rooms by routine except in cases of necessity, which shall include the avoidance of overtime hours.
  - iii) Rooms deficient of standards required shall be shown to the Room Attendant concerned. In the event the employee is not available, the Union Steward shall be shown the deficiencies. This will apply only in the event the employee is being disciplined.
  - iv) The Company will ensure that at all times adequate linen supplies are made available to housekeeping staff. The Company shall take an inventory of linen supplies biweekly and the details of the inventory shall be made available to a representative of the Union upon request.
  - v) Room Attendants shall not be required to clean more than fifteen (15) rooms per eight (8) hour shift. The number of rooms to be cleaned shall be reduced by one (1) room for each additional floor above two (2) floors on which a Room Attendant is required to work during a shift. Employees working six (6) hour shifts shall not be required to clean more than eleven (11) rooms.

If room attendants attend for training or other matters, the rooms required to be cleaned shall be reduced by two rooms per hour of training or other matters.

Wherever possible, on Sundays room attendants shall not be required to clean more than fourteen (14) rooms per eight hour shift and ten (10) per six hour shift.

Where there are eleven (11) or more checkouts, the number of rooms required to be cleaned shall be reduced to fourteen (14) rooms per eight (8) hour shift and ten (10) per six (6) hour shift.

These assignments are subject to the Occupational Health and Safety Act.

- vi) Room Attendants may request assistance in moving heavy furniture.
- vii) A copy of the Housekeeping Department's Quality Control inspection standards will be given to all present employees and to each new employee upon hire.
- viii) The Room Attendants and the Company shall follow the following guidelines in room assignments.
  - a) In the event that the Room Attendant feels that he/she will not be able to complete the assigned number of rooms in the time allocated, he/she shall advise his/her Supervisor by mid shift.
  - b) The Supervisor shall assess the situation, taking into consideration breaks allowed under the Collective Agreement.
  - c) Pending the outcome of the assessment, the Supervisor shall arrange either assistance in the completion of the assignments, or reduce the number of rooms assigned on that particular day.
  - d) In the case of multi room suites, each room will be considered the equivalent of one room, example, and a two (2) room suite will be considered two (2) rooms.
- ix) The parties agree to meet with not more than 3 representatives of a specific hotel covered under this agreement upon request of either party for the purposes of providing and considering suggestions on how to better operate the housekeeping department for the benefit of the room attendants.
- x) The Company and Union agree that housekeepers may keep any empty beer bottles and beer cans left in the rooms at the Sheraton on the Falls, Crowne Plaza Niagara Falls-Fallsview Hotel and Skyline Inn.
- xi) The Company and Union agree that the Company will continue its practice of floor assignments.

### **22.13 Shoe Allowance**

The Company will pay to each maintenance employee the sum of one hundred and forty dollars (\$ 140.00) as a contribution towards the cost of safety shoes or boots. On the completion of their probationary period, new employees will be provided with the same amount. Employees who are on layoff at the time the safety shoe/boot allowance is paid will receive this allowance once they have returned to active employment for a period of one (1) month. It is agreed

between the parties that this article shall also apply to all employees who are required to wear approved safety shoes/boots.

**22.14** Safety shoe/boots must be worn by maintenance staff at all times while on the job. Safety shoes/boots must bear the CSA Green Triangular patch indication they are Grade One footwear, equipped with a steel toe that with stands up to 125 joules, and sole protection from nails and other sharp objects. The style and colour of the safety shoes/boots must meet the current guidelines established by the Company.

**22.15 Tools**

The Company shall replace all worn out or broken tools with tools of equal or better quality when a) such worn out or broken tools are produced to the Maintenance Manager and b) the worn out or broken tools have been previously approved for use and documented by the Maintenance Manager. It is agreed between the parties that this article shall also apply to Cooks and that Maintenance Manager shall be substituted by the Chef.

**22.16** The Company shall make winter clothing available to staff that are employed in the Maintenance Department when job requirements take them outside of the building.

**22.17 Bell Staff**

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

**22.18** The scheduling of Bell Staff will continue according to present practice.

For each tour bag directed by management to be handled by a bellperson, the bellperson shall receive two dollars (\$2.00) per bag in and two dollars (\$2.00) per bag out. In the event that the tour guide or Escort has a complaint about the services, the Company will not be required to pay the bellperson the applicable baggage handling fee.

**22.19 Lost and Found**

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



## **22.20 Food and Beverage**

### **a) Equalization of Gratuities**

Assignment of tables shall be done on a fair basis

### **b) Walkouts**

The Company will not demand repayment in the case of legitimate walkouts. An employee shall report to Management any such incidents as soon as possible.

### **c) Work Shortage**

In the event of a work shortage or a decline in workload among the server classification, employees may volunteer to leave prior to the scheduled departure time. Preference shall be given to senior employees.

**22.21** Employees will be charged with one (1) meal per day. The price of such a meal will be deducted from the employee's rate at \$3.25 (2<sup>nd</sup> yr. - \$3.50, 3<sup>rd</sup> yr. - \$3.75 ) per day. Time will be granted for such meals. If this is not possible, with prior approval of management, pay of the one (1/2) half hour lost will be given for that meal for that day will not be deducted.

**22.22** The parties acknowledge that work schedules for the food and beverage staff will be irregular as compared to other hotel/restaurant staff.

a) Given the above, an employee may elect to work beyond 44 hours of work in any given week using an "averaging of hours" calculation for the bi-weekly pay period in which the work is performed. In this event, overtime pay shall be paid using a two week averaging of hours calculation, such that overtime pay at 1.5X an employee's regular rate will be paid in the event an employee works beyond 88 hours of work in any given bi-weekly pay period.

b) Once an employee elects an "averaging agreement", the agreement cannot be revoked unless both the Company and employee agree to revoke such an agreement.

c) Averaging agreements shall expire upon the day a new collective agreement comes into effect or 12 months from the date of employee election, whichever occurs first.

d) Nothing in this section requires an employee to elect to work under an "averaging of hours agreement".

22.23

a) Banquet Staff Gratuity Distribution:

The Company shall provide for banquet staff gratuities based upon 11.40% of net food and/or beverage revenue for banquet bargaining unit staff by way of employee gratuity pools at each the Sheraton on the Falls and the Crowne Plaza hotels as follows:

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

b) Kitchen/Stewards and Porter gratuity pools shall be accumulated over a two-week pay period and distributed according to each employee’s hours of work in that pay period.

c) Excluding “special functions”, servers/bartenders gratuity pool shall be accumulated on a weekly basis, commencing with the start of the first day of the pay period immediately following the date of ratification. A “special function” shall be defined as any function where the combination of servers and bartenders exceed 50 to serve a function. In the case of a “special function”, gratuities shall be allocated to each person working the function on the basis of hours worked, and includes setup and clean-up of the function, as required.

d) In the event of butlering of beverages at a function, the portion of the gratuity normally reserved for servers and bartenders’ gratuity pool shall be pooled and allocated to such staff on the basis of each employee’s hours of work at the function.

22.24 Restaurant Staff Gratuity Distribution

a) For non-tour customers- Servers, including room service staff at each hotel’s restaurant shall tip out 1.5% of their net food and beverage each shift (excludes vouchers, voids) in cash to a weekly kitchen gratuity pool that will be distributed to bargaining unit kitchen staff on the basis of hours worked by each employee in weeks alternating pay dates. Separate tip polls shall be maintained for each fine dining hotel restaurant, and each hotel’s remaining restaurant operations (eg. Breakfast, Lunch and Dinner where applicable)

b) For tour group or other customers charged an automatic gratuity as instructed by management- Servers, including room service at each hotel’s restaurant shall receive (58%) of the gratuity collected, and the kitchen staff shall receive (17.3%) by means of controlled gratuities paid bi-weekly.

22.25 The following are sub-classifications of food and beverage employees:

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

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

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

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

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

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

c) In the case of a casual employee, he/she shall be inserted at the bottom of the casual list. A casual employee who has not rendered compensated service in the last twelve (12) months shall be removed from the casual employee list and deemed to have terminated his/her employment with the company.

d) An employee who has his/her status and/or seniority changed shall only regain his/her previous status and/or seniority in accordance with the seniority contained in this agreement.

22.27 The following provisions of the collective agreement shall not apply to the Massimo’s fine dining operations, further, that the Employer shall select at their sole discretion employees who it believes meet the requirements of the job. Further, any matter pertaining to the provisions below shall not be the subject

matter of a complaint or grievance as provided for under Articles 6, 7, and 8 of the collective agreement.

Articles: 2.04, 2.05, 4.01(c), 11.02, 12.01, 13.01,13.03,13.04, 13.06, 13.07, 13.10, 16.04, 20.01-20.04, 22.10

22.28 For the purposes of clarity, any amounts paid by the Employer and received by an employee pursuant to any provision under Article 22 shall more properly be deemed to be a business imposed service charge to the customer and not a tip or gratuity as defined under Ontario's Employment Standards Act or its regulations. This clause shall not alter, change or otherwise result in any decrease or reduction in earnings under any existing provisions of Article 22.

### **23.01 Payroll/Proof of Gratuities**

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

**23.02** Records of Employment shall be completed by the Employer and filed in accordance with the provisions of the Employment Insurance Act.

### **23.03 Vehicle use**

No employee will be required to use their own vehicle on Company business unless arrangements have been made with the approval of the Company and the employee. The employee will be compensated twenty seven cents (\$ 0.27) per kilometer for the use of the vehicle.

## **ARTICLE 24 – HEALTH AND WELFARE**

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

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

### **24.02**

- a) Life and Accident Death and Dismemberment insurance each in the amount of sixteen thousand dollars (\$16,000.00). Effective January 6, 2016: \$17,000.00. Effective January 6, 2017: \$18,000.00.
- b) Weekly Indemnity Plan, with coverage from the first day of accident or hospitalization, the fourth day of illness, payable for two (2) weeks; sixty six and two-thirds percent (66 2/3%) of wages to a maximum of two hundred and sixty dollars (\$260.00); effective January 6, 2016; a maximum of two hundred and seventy dollars (\$270.00); effective January 6, 2017; two hundred and eighty dollars (\$280.00); in the event that an employee qualifies for weekly indemnity on the fourth day of illness, then the Company shall pay up to a maximum of three (3) days sick leave which has not been paid for under the Weekly Indemnity Plan. Upon the completion of the two (2) week benefit, employees may apply for

Unemployment Insurance (U.I.C.) sick benefits. At the termination of U.I.C sick benefits employees may resume benefits under the weekly indemnity plan for a further fifteen (15) weeks.

- c) Extended Health Care Drug Plan with deductible of ten dollars (\$10.00) single, and twenty dollars (\$ 20.00) family, per annum; reimbursement will be 80% of the total cost with annual reimbursement of eligible prescription drugs to a maximum of \$3500.00 for employees with Single coverage and \$5,000.00 for employees with family coverage. The Employer commits to assisting any employee exceeding their annual prescription drug maximum reimbursement with transition issues involving Ontario's Trillium Drug Benefit Program. A prescription drug card to be issued within 90 days of ratification.
- d) Dental Plan provides that eligible charges will be reimbursed in accordance with the past year ODA schedule of fees. The deductible will be twenty-five dollars (\$ 25.00) per individual calendar year. Dental recall is every nine (9) months. Reimbursement will be 80% of the total cost.

**24.04** For participating employees, the employer shall pay ninety (90%) of the premium for the above noted benefit. The employee shall pay ten (10%). Enrolment in the Health and Welfare Plan is not compulsory.

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

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

**24.07 Modified Work Program**

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

**ARTICLE 25 – CLASSIFICATION AND RATES OF PAY**

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

**25.02** The Employer will make available for viewing, by a representative of the Union, biweekly figures which will show total gratuity and total revenue relevant to the calculation of the relevant gratuities for the prior two (2) week period.

## **ARTICLE 26 – DURATION**

**26.01** This Collective Agreement shall be in effect from January 9, 2015 to January 5, 2018 and shall be renewed from year to year thereafter unless either party gives to the other party notice in writing within the last ninety (90) days prior to the expiry date of the contract, that it desires to terminate or amend its provisions.

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

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

## **Article 27 – Pension**

**27.01** Commencing January 6, 2014, any full-time employee of the bargaining unit with 5 or more years of service and who worked at least 1,000 hours in the previous calendar year, shall be eligible to have the Company contribute, on each employee's behalf, monthly contributions to the Workers United Canada Council Retirement Fund equal to 18 cents (\$0.18) for each hour worked for the next twelve months. Employees must requalify on the basis of working a minimum of 1,000 hours each year in order to continue to be eligible to receive Employer contributions on the employee's behalf in future. The Employer shall remit to the Union the contributions in the manner and format required by the administrator within 14 days of the last pay period of each month

In the event the Employer is required by law to financially contribute to a retirement plan or program on behalf of any bargaining unit member, the

Employer's contribution or financial obligation owing under this agreement shall be reduced by any such payment. The Union agrees to co-operate with the Employer by providing the Employer with any information regarding the Union plan it requires in order to satisfy any obligation, if any, imposed by legislation or regulation.

Duly executed by the parties hereto this 8th Day of June 2015, in the City of Niagara Falls, in the Province of Ontario.

**For the Union**

**For the Company**

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## **SCHEDULE “A”**

- a) The Company may pay eighty percent (80%) of the wage rate shown in Schedule “A” for employees who are serving their probationary period.
- b) Probationary student employees shall receive eighty percent (80%) of the rate shown for the classification in which they are employed.
- c) Employees employed on a night shift will receive a premium of fifty cents (\$0.50) per hour in addition to the employee’s regular hourly rate of pay for all hours worked between midnight and eight (8) a.m.
- d) There shall be no pyramiding of overtime, premiums or other benefits as provided for in the Collective Agreement.
  - e) Any active employee who is currently earning a higher wage than what is shown in Schedule “A” shall maintain that rate of pay and shall be entitled to receive the equivalent increased noted above with payment in semi-annual lumpsum payments based upon previous hours worked in the previous 6 months times the general wage increase percentage( non-gratuity).
  - f) Schedule “A” effective wage rates shall not be less than minimum wage rates otherwise published by Ontario’s Employment Standards Act from time to time, and if such a situation occurs, any applicable wage rates shall be automatically adjusted by the parties up to such minimum wage rates effective the dates determined by legislation.

**SCHEDULE "A"**

Job Rates ( post - probation - 680 hrs )

<i>Non-gratuity Staff @2.50%</i> <i>Gratuity Staff ( server/room service) @ 2%</i>	2015	2016	2017
	JOB RATE	JOB RATE	JOB RATE
	Jan 18/15	Jan 6/16	Jan 6/17
<b>ROOMS</b>			
Lead Hand Room Att.	16.08	16.48	16.90
Room Attendant II "new"	15.10	15.48	15.87
Room Attendant I	14.81	15.18	15.56
Lead Hand Houseperson	13.47	13.80	14.15
Houseperson/Night cleaner	12.62	12.93	13.25

Doorperson	11.69	11.98	12.28
Lead Hand Bellman	11.28	11.56	11.85
Bellperson	11.28	11.56	11.85

Valet Parking Att	11.69	11.98	12.28
Character Doorperson	12.77	13.09	13.41

**MAINTENANCE**

Senior Maint. Mech.	21.11	21.64	22.18
Tile Setter/Carpet Layer	17.41	17.84	18.29
Carpenter	17.41	17.84	18.29
Lead Hand Maintenance	18.94	19.41	19.90
Mechanic 1	17.99	18.44	18.90
Mechanic 11	17.36	17.80	18.24
Painter	17.36	17.80	18.24
Maintenance Utility	15.23	15.61	16.00
Utility House Person	14.25	14.61	14.97

**FOOD & BEVERAGE**

Stewards	12.50	12.81	13.13
Cleaner Kitchen	12.34	12.65	12.97
<i>Fine -Dining Server-Sommelier(NEW)</i>	<i>10.16</i>	<i>10.36</i>	<i>10.57</i>
<i>Server</i>	<i>9.74</i>	<i>9.94</i>	<i>10.13</i>
<i>Rm Service</i>	<i>9.74</i>	<i>9.94</i>	<i>10.13</i>
Busperson	12.50	12.81	13.13
Bartender	13.00	13.33	13.66
Chef de Partie (NEW)	16.33	16.74	17.16
Cook 1	16.33	16.74	17.16
Demi-Chef de Partie (NEW)	16.02	16.42	16.83
Cook 11	16.02	16.42	16.83
Commis (NEW)	14.83	15.20	15.58
Cook 111	14.83	15.20	15.58

<b>Apprentice 3rd Year (NEW)</b>	<b>14.51</b>		<b>14.87</b>		<b>15.24</b>
<b>Apprentice 2nd Year (NEW)</b>	<b>13.95</b>		<b>14.30</b>		<b>14.66</b>
<b>Apprentice 1st year (NEW)</b>	<b>12.79</b>		<b>13.11</b>		<b>13.43</b>
<b>Utility Attendant (NEW)</b>	<b>11.86</b>		<b>12.16</b>		<b>12.46</b>
<b>Cook IV/Buffer Attendant</b>	<b>12.35</b>		<b>12.65</b>		<b>12.97</b>
<b>Pantry</b>	<b>12.35</b>		<b>12.65</b>		<b>12.97</b>
<b>Storeroom Att</b>	<b>13.80</b>		<b>14.14</b>		<b>14.50</b>
<b>Dining Room Cleaner</b>	<b>12.48</b>		<b>12.80</b>		<b>13.12</b>

#### **Banquet Addendum**

<b>Banquet Captain</b>	<b>17.93</b>		<b>18.37</b>		<b>18.83</b>
<b>Host Bartender</b>	<b>9.79</b>		<b>10.03</b>		<b>10.28</b>
<b>Cash Bartender</b>	<b>12.00</b>		<b>12.30</b>		<b>12.61</b>
<b>Banquet Porter</b>	<b>13.16</b>		<b>13.49</b>		<b>13.83</b>
<b>Coat Checker*</b>	<b>12.03</b>		<b>12.33</b>		<b>12.64</b>
<i>Server</i>	<i>9.74</i>		<i>9.94</i>		<i>10.13</i>
<b>Cashier</b>	<b>11.33</b>		<b>11.61</b>		<b>11.90</b>
<b>Cook 1</b>	<b>16.33</b>		<b>16.74</b>		<b>17.16</b>
<b>Cook 11</b>	<b>16.02</b>		<b>16.42</b>		<b>16.83</b>
<b>Cook 111</b>	<b>14.83</b>		<b>15.20</b>		<b>15.58</b>
<b>Cook 1V</b>	<b>12.35</b>		<b>12.66</b>		<b>12.97</b>
<b>Stewards</b>	<b>12.50</b>		<b>12.81</b>		<b>13.13</b>

**LETTER OF UNDERSTANDING**

Between

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

-and-

**Workers United Canada Council and its Local 2347**  
(Hereinafter referred to as the Union)

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

Renewed by the parties here to this 8<sup>th</sup> day of June, 2015, in the City of Niagara Falls, in the Province on Ontario

**For the Union**

**For the Company**

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# LETTER OF UNDERSTANDING

Between

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

-and-

**Workers United Canada Council and its Local 2347**  
(Hereinafter referred to as the Union)

## **RE: Article 5.01 Union Access:**

The parties agree to apply the October 15, 1998 memorandum of agreement between the parties, with the following amendments:

### 2(a) Reasonable Notification:

Normal business hours – Monday – Friday, 8:30 am – 4:30 pm.

Replace VP/HR with HR Manager

Union agrees to give 24 hours notice of any such visit

2(e) (iii) for Group meetings with employees concerning union business, as mentioned above, access shall be granted up to 3 visits per week, for a duration of 2 hours per visit.

2(iv) The Company may restrict Union access during the year for 3 VIP events, such events to be designated by the Company. The Company agrees to notify the Union 2 weeks in advance of such events. Restricted access to such events will be for a maximum of 4 consecutive days, and the Union will be granted access upon request, following the completion of the 4<sup>th</sup> day.

### 4) Delete and replace with:

A) Union representatives not in compliance with the above procedures shall be evicted from the premises and barred from further entry to hotel property for a period of three (3) months from the date of eviction.

B) If the Company is found abusing this section, the Union representative affected shall be granted 3 months unlimited access to the designated location from which the business representative was ejected.

Renewed by the parties here to this 8<sup>th</sup> day of June, 2015 , in the City of  
Niagara Falls, in the Province on Ontario

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING**

Between

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

-and-

**Workers United Canada Council and its Local 2347**  
(Hereinafter referred to as the Union)

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

Renewed by the parties here to this 8<sup>th</sup> Day of June, 2015, in the City of Niagara Falls, in the Province on Ontario

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING**

Between

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

-and-

**Workers United Canada Council and its Local 2347**  
(Hereinafter referred to as the Union)

The Union agrees to provide the Employer by January 31, 2009 the following letter, on Union letterhead:

“The Union acknowledges that it is the sole discretion of the Employer to determine its recruitment and selection methods and needs under Article 4.01 of the Collective Agreement.

The Union further confirms that its involvement only results after the employer has made a selection decision and the employee has commenced work.”

The Employer may rely on this letter of understanding and forward this letter to clarify either the roles of the Employer or the Union under this Collective Agreement.

Renewed to by the parties here to this 8<sup>th</sup> Day of June, 2015, in the City of Niagara Falls, in the Province on Ontario

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING**

Between

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

-and-

**Workers United Canada Council and its Local 2347**  
(Hereinafter referred to as the Union)

The Employer agrees to contribute \$350.00 per month into the Union Health and Safety Training Fund for bargaining unit health and safety training.

Agreed to by the parties here to this 8<sup>th</sup> day of June, 2015, in the City of Niagara Falls, in the Province on Ontario

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING**

Between

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

-and-

**Workers United Canada Council and its Local 2347**  
(Hereinafter referred to as “The Union”)

The Company and the Union will split the cost of printing the Collective Agreement in booklet form.

Renewed by the parties here to this **8<sup>th</sup> Day of June, 2015** , in the City of Niagara Falls, in the Province on Ontario

**For the Union**

**For the Company**

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**LETTER OF UNDERSTANDING**

Between

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

-and-

**Workers United Canada Council and its Local 2347**  
(Hereinafter referred to as the Union)

The Employer shall make a monthly contribution to the Workers United Canada Council Education Fund in the sum of \$467.00

Agreed to by the parties here to this 8<sup>th</sup> day of June, 2015, in the City of Niagara Falls, in the Province of Ontario

**For the Union**

**For the Company**

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