

PURPOSE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to provide fair wages, hours and working conditions for employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 1 – RECOGNITION AND SCOPE

- 1.01 The Company recognizes the Union as the sole and exclusive Bargaining Agent for all employees of the Quality Inn (previously c.o.b. as Senator Hotel Limited) at Sudbury, Ontario, save and except Department Heads, persons above the rank of Department Head, Office and Sales Staff, and employees in the Bargaining Units for which any Trade Union held bargaining rights as of February 2, 1993.
- 1.02 Any changes or amendments to this Agreement during its term shall be incorporated only with mutual agreement between the Company and the Union.
- 1.03 When either the feminine or masculine gender is used, the opposite gender may be substituted. Terms importing the singular shall be deemed to include the plural unless the context requires otherwise.
- 1.04 The term "Employee" or "Employees", whenever used herein, shall mean only those employees coming within the Bargaining Unit, as described above.
- 1.05 It is recognized that Department Heads and other Managerial Personnel may perform bargaining unit work from time to time, as required for the efficient operation of the Hotel. No employee shall be laid off as a direct result of the above exceptions performing the work.
- 1.06 The Company shall not contract out work which is normally performed by employees in the Bargaining Unit which will directly result in the layoff of employees, or results in employees having a reduction in hours.

ARTICLE 2 - NO DISCRIMINATION/HARASSMENT/FAVOURITISM

- 2.01 The Company and the Union agree that there will be no discrimination practiced by either party, their employees or members against any employee because of race, creed, colour, age, as defined in the Human Rights Code, sex, nationality, ancestry, place of origin, sexual orientation, physical handicap, marital or family status, except when such status places the individuals in a conflict of interest. This provision will

not apply to programs which require such preference as may be permissible under the Human Rights Code.

- 2.02 There shall be no discrimination against or intimidation of any employee for reasons of Union membership or non-membership, or for lawful Union activity outside the working hours.
- 2.03 The Company and the Union agree that there will be a working environment which is free from sexual harassment.

Any employee may report a complaint to a Joint Committee which shall consist of one (1) Company Representative and one (1) Union Representative. The complaint shall be investigated in a confidential manner and the findings, with recommendations for a satisfactory resolution, shall be submitted to the affected employee. All information of the Committee respecting the complaint, investigation report or other pertinent information shall be confidential.

If an employee is not satisfied with the resolve of the Joint Committee, she may pursue the matter with the Human Rights Commission.

- 2.04 The Union agrees that, except as specifically provided for by the provisions of this Agreement, there will be no Union activity on the premises of the Company during the employee's working hours, except by agreement with the Company.
- 2.05 The Employer and the Union agree that they shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members and Officers of the Union, and to participate in its lawful activities.
- 2.06 The Company shall introduce each new employee to their Union Steward and Hotel Chairperson within the first two (2) shifts worked.
- 2.07 Authorized Representatives of the United Steelworkers of America may enter the Employer's premises for the purpose of conducting business provided the Representatives first obtain permission from the Manager. Such business shall be conducted at a mutually agreeable time and place. It is further agreed that such activity shall not interfere with the efficient operation of the Hotel.

ARTICLE 3 - UNION SECURITY

- 3.01 a) The Company shall deduct from each pay cheque of each member of the Bargaining Unit such regular Union Dues as prescribed by the Constitution of the Union and certified in writing to the Company to be currently in effect.
- b) Deductions shall be made in the month in which a new employee was hired.
- 3.02 The dues so deducted shall be remitted along with a list of names and addresses of employees from whom such deductions have been made.
- The dues shall be remitted no later than the fifteenth (15th) day of the month following the month in which the deductions were made. The remittance shall be forwarded to the Union at the address as directed by it.
- 3.03 In consideration of the deducting and forwarding of Union dues by the Company, the Union agrees to indemnify and save the Company harmless against any and all claims or other forms of liability that may arise out of, or by reason of deductions made, or payments made in accordance with this Article.
- 3.04 The Company agrees to print the amount of Union dues deductions paid by each employee for the previous calendar year on the employee's T4 Slip.
- 3.05 Changes in Union dues shall be forwarded to the Employer in writing and shall take effect the month following the month in which they were received by the Employer.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that the Management of the Hotel and its facilities and direction of the working forces are fixed exclusively in the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency, and in connection therewith; to make and alter from time to time, rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause provided that a claim by an employee who has acquired seniority that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall, retire employees or select employees for positions excluded from the Bargaining Unit;

- c) determine the location of the operations and their expansion or curtailment, the direction of the working forces, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular jobs; the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or continue existing tools, equipment and machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and required employees to work overtime; the determination of financial policies including general accounting procedures and customer relations and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement;
 - d) have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.
- 4.02 It is recognized and agreed that commitment and responsibility to providing excellence in service to Hotel guests is of importance in the operation of the Hotel.
- 4.03 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and its best provisions of this Agreement constitute the only limitation upon the Employer's rights.

ARTICLE 5 - NO STRIKE OR LOCKOUT

- 5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slow-down or stoppage of or interference with work or production, either complete or partial, and the Employer agrees that there will be no lockout of employees.
- 5.02 Employees who take part in or instigate any strike or picketing, slow-down, stoppage or other interference with work or production, either complete or partial, contrary to Article 5.01 of this Agreement; shall be subject to discipline or discharge, subject to the right of an employee who has completed his probationary period, to grieve under the provisions of the Collective Agreement.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 6.02 The Company agrees to recognize one (1) Union Steward for each fifteen (15) employees or major fraction thereof to a maximum of four (4) Stewards. One of whom shall be the Grievance Chairperson.
- 6.03 The Company shall be notified by the Union in writing of the names of the Union Stewards and Grievance Committee Chairperson and only those thus named shall be recognized by the Employer.
- 6.04 The Company agrees to recognize and deal with a Union Grievance Committee of not more than two (2) Stewards, one (1) of which shall be the Grievance Chairperson.
- 6.05 It is recognized that Union Stewards have their regular duties to perform; therefore, no Steward shall leave her work to investigate or process any grievance without the prior consent of her Department Head.
- 6.06 The Company agrees that grievors, Stewards and the Grievance Chairperson shall not suffer loss of pay for time spent in attending grievance meetings with the Company.

ARTICLE 7 - NEGOTIATING COMMITTEE

- 7.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees who shall be regular employees of the Hotel, along with Representatives of the United Steelworkers of America.
- 7.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 7.03 The Union shall advise the Employer as to the names of the Negotiating Committee members in writing and only those thus named shall be recognized by the Employer.
- 7.04 The Company will grant time off with pay to members of the Negotiating Committee involved in the renewal of the Collective Agreement. In addition, the Company will

grant time off with pay not to exceed six (6) hours, to members of the Negotiating Committee for time spent in preparation of the proposals.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.
- 8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss her complaint with her immediate Department Head. Such a complaint shall be brought to the attention of the immediate Department Head within five (5) working days of the incident giving rise to the complaint. The immediate Department Head shall state her decision verbally within five (5) working days of receiving the complaint.

Step One:

Should the employee be dissatisfied with the immediate Department Head's disposition of the complaint; she may, with the assistance of her Steward, refer to such matter on a written grievance form supplied by the Union to her immediate Department Head who shall answer the grievance in writing within five (5) working days. The complaint shall constitute a formal grievance at Step One and shall be filed within five (5) working days of the receipt of the reply of the immediate Department Head to the complaint. The grievance shall contain a brief statement of the facts relied upon, indicate the relief sought and be signed by the employee. It should also specify the provisions of the Agreement of which a violation is alleged.

Step Two:

If no settlement is reached at Step One of the grievance, the Grievance Chairperson or the Steward and Representatives of Management shall meet within seven (7) working days of receipt of the reply of the immediate Department Head to discuss the grievance. A Representative of the **United Steelworkers** may be in attendance at this meeting. If the grievance is not settled within seven (7) working days, it may be referred to Arbitration as hereinafter provided.

8.03 Direct Difference:

The Union or the Employer may initiate a grievance beginning at Step Two of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in a form prescribed in Step One. Any such grievance may be referred to Arbitration, under Article 10, by either the Union in the case of a Union grievance or an employee in the case of an employee grievance. The Union may not institute a grievance directly affecting an employee

or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be bypassed.

8.04 Group Grievance:

When two (2) or more employees wish to file a grievance rising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Company beginning at Step Two of the Grievance Procedure. The grievance must be submitted in writing within five (5) working days of the incident giving rise to the grievance. One grievor shall represent the group and the names of the remaining group shall be set out in the grievance.

8.05 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedure within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended only by mutual agreement in writing between the Employer and the Union.

If time allowance or any extension thereof is not observed by the party who it is alleged has violated the Agreement, the grievance will be considered as advanced to the next step of this procedure, including Arbitration.

ARTICLE 9 - ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated; either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to Arbitration. A notice shall be delivered to the other party within twenty (20) working days of the reply under Step Two.

9.02 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator selected on a rotating basis from the following panel:

1. Jules Bloch
2. Joe Carrier
3. Louisa Davie
4. Tim Armstrong

9.03 The Arbitrators shall act singly and in rotation with respect to each successive grievance that is referred to Arbitration.

- 9.04 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 9.05 The Arbitrator shall not be authorized nor shall the Arbitrator assume authority to alter, modify or amend any part of this Agreement, or to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement. The Arbitrator shall have the authority to amend or alter any discipline given by the Employer.
- 9.06 The decision of the Arbitrator shall be final and binding on the parties.
- 9.07 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

- 10.01 An employee who has acquired seniority and who is discharged may file a grievance at Step Two of the Grievance Procedure within five (5) working days after such discharge. An employee who has acquired seniority and who is suspended or otherwise formally disciplined may file a grievance at Step One of the Grievance Procedure within five (5) working days after such suspension or formal discipline.
- 10.02 Where a grievance which is filed under Article 10.01 is not settled and duly comes before an Arbitrator, the Arbitrator may make a ruling subject to this Article and Article 9:
- a) confirming the Employer's action; or
 - b) disposing the grievance in any manner he may deem just and equitable.
- 10.03 An employee who has acquired seniority and who is discharged or suspended while on duty in the Hotel shall be given a reasonable opportunity to be interviewed by her Steward before leaving the Employer's premises; unless it is necessary because of the circumstances giving rise to her discharge, to require the immediate expulsion of the employee from the Employer's premises.
- 10.04 Any formal notice of disciplinary action which is intended to form part of the employee's employment record shall be given in writing with a copy to the Union and all such notices shall be withdrawn from the employee's file after twelve (12) months from the date of issue, provided there has been no further discipline within the twelve (12) month period. A written warning which indicates that termination will follow as a result of the re-occurrence of the incident or related incident; such warning so issued shall not be removed from the employee's file.

ARTICLE 11 - SENIORITY

11.01 Company seniority shall mean an employee's length of continuous service from her most recent hiring date with the Employer and Departmental seniority shall mean an employee's length of continuous service with the Employer in a Department. Departments are set out in Article 11.

11.02 A newly hired employee will be considered on probation for a period of ninety (90) calendar days from the last date of hire during which time the employee may be terminated by the Company without recourse to the Grievance and Arbitration Procedures. After ninety (90) calendar days of continuous service, the employee's seniority shall date back to the most recent date of hire. The employee shall be placed on the full-time or part-time seniority list, as the case may be.

11.03 a) Company seniority shall be used for layoff of five (5) working days or more and recall from layoff.

Short-term layoffs (less than five (5) working days) shall be affected by reduction of hours, in accordance with Article 22 - Hours of Work.

Departmental seniority shall be used for promotions, transfers and non-disciplinary demotions.

b) In the filling of permanent vacancies, transfers, non-disciplinary demotions, layoff of five (5) working days or more and recall from layoff, the senior employee as set out in (a) above shall be entitled to preference, provided the senior employee has the necessary skill, ability and qualifications to perform the work available.

11.04 **Break In Seniority:**

A break in seniority shall be deemed to have occurred and employment shall be terminated if an employee:

- a) voluntarily resigns;
- b) is discharged for just and reasonable cause and is not reinstated, in accordance with the provisions of this Agreement;
- c) is laid off and fails to return to work within eight (8) days of being notified by registered mail to the employee's last known address by the Employer of a recall to work;
- d) fails to return to work after the expiration of an authorized leave of absence without a reason satisfactory to the Employer;
- e)
 - i) an employee with less than five (5) years' seniority is on layoff for more than twelve (12) consecutive months;
 - ii) an employee with five (5) or more years' seniority is on layoff for more than eighteen (18) consecutive months:
- f) retires;
- g) is absent without permission for four (4) or more consecutive working days without a reason satisfactory to the Employer;
- h) uses an authorized leave of absence for a purpose other than that for which it was granted;
- i) consumes alcohol or illegal drugs during working hours.

11.05 **Seniority List:**

There shall be separate seniority lists for full-time and part-time employees. The Union shall be issued seniority lists by June 30th and December 31st of each year.

A copy will be posted on the Bulletin Board. The accuracy of the list may be challenged within a two (2) week period following the posting of the list and if no challenges are received, the list shall be deemed to be correct.

11.06 In the event of a layoff of five (5) working days or more, employees shall be laid off in inverse order of Company seniority and will be entitled to claim the job of another employee, subject to the following:

- a) that the job being claimed is not within a higher paid occupational classification;
- b) the employee claiming such other job meets the requirements as set out in Article 11.03(b);
- c) that such other job is held by the employee with the least seniority in the occupational classification concerned;
- d) no part-time employee shall be permitted to bump a full-time employee.

11.07 Employees who are laid off shall be recalled in order of Company seniority, provided they meet the requirements of Article 11.03(b).

11.08 Whenever it becomes necessary to reduce the workforce, the employee affected shall be given notice in writing in advance of the date of layoff or pay in lieu thereof as per the Employment Standards Act. It is the employee's responsibility to notify the Employer of any change in address.

11.09 Posting Vacancies:

Permanent, full-time and part-time vacancies which the Employer requires to be filled shall be filled in accordance with Article 11.03(b). Such vacancies shall be posted for a period of five (5) days. An employee desiring to be considered for a vacancy must apply for such job during the posting period.

11.10 Any employee who is unsuccessful in obtaining a job through a posting will, upon request, be told the reason for not obtaining the job. The names of the successful applicants will be posted on the Bulletin Board.

11.11 An employee who is successful on a job posting shall be given a trial period of seven (7) working days which may be extended by mutual agreement of the parties. An employee found to be unsuitable within the seven (7) working days or who expresses dissatisfaction with the job shall be returned to the employee's previous job classification.

11.12 Temporary Vacancies:

Temporary vacancies shall be filled by giving preference to seniority employees within the Department where the vacancy exists, provided that the employee meets the requirements of Article 11.03(b). Should there be no qualified employee from within the Department where the vacancy exists, then the vacancy will be filled by giving preference of seniority to employees within the Bargaining Unit; provided the employee meets the requirements of Article 11.03(b).

11.13 Departments:

For seniority purposes, the Departments shall be:

1. Dining and Beverage
2. Front Desk
3. Housekeeping
4. Maintenance

ARTICLE 12 - LEAVES OF ABSENCE

12.01 An employee may be granted a leave of absence at the discretion of the Employer without pay but will continue to receive benefits to the end of the month in which the leave occurs and will accrue seniority up to the end of the month in which the leave occurs. Wherever possible, the employee shall request the leave in writing fourteen (14) days in advance. A leave may be requested verbally in an emergency situation; however, such leave shall be confirmed, if granted, in writing by the Employer.

12.02 a) Employees who have been elected or appointed by the Union to attend Union Conventions or Conferences, or other Union business shall be granted an unpaid leave of absence by the Company, provided the Company receives at least seven (7) days' notice in writing of the names of the employees involved and provided the leave does not interfere with the operations of the Hotel.

b) It is understood that no more than one (1) employee from each Department, to a maximum of two (2) employees, will be on such leave at any one time.

12.03 In cases of pregnancy and parental leave, employees shall be granted leave of absence without pay, in accordance with the Employment Standards Act for the Province of Ontario.

The Company agrees that it will extend such period of leave, either before or after delivery, upon receipt of medical evidence supporting the need for such additional leave.

ARTICLE 13 - BULLETIN BOARDS

13.01 The Union shall have the use of a Bulletin Board on the Employer's premises for the purpose of posting notices relating to the Union's legitimate business as it relates to the Employer. Such notices must be approved by the Employer prior to their being posted and the Union agrees to remove out-of-date notices forthwith.

ARTICLE 14 - REPORTING ALLOWANCE

14.01 Unless employees are notified not to report to work, employees who report for work at their regular starting time and for whom no work is available shall receive not less than four (4) hours of any work that is available at the rate of pay applicable to the job provided or if no work is available, shall receive four (4) hours' pay at their straight time hourly rate.

14.02 The provisions of this Article shall not apply in the event of a strike, power failure or any other conditions beyond the control of the Employer which prevents the Employer from providing work or where the employee has not provided the Employer with her current address and telephone number.

14.03 This Article shall not apply to an employee who is returning to work after an illness or accident and has not advised the Employer previously of his ability to return to work.

ARTICLE 15 - CALL-OUT PAY

15.01 If an employee is called in to work after having left the Employer's premises after completion of her regular scheduled shift, she shall receive a minimum of four (4) hours' pay at her straight time hourly rate. This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium and any other premium provided for in this Agreement.

ARTICLE 16 - PAYMENT FOR INJURED EMPLOYEES

16.01 In the event that an employee is injured in the performance of her duties; she shall, to the extent that she is required to stop work and receive treatment, be paid wages for the remainder of her shift. If it is necessary, the Company will provide or arrange for suitable transportation for the employee to the doctor or hospital and back to the Hotel; and/or to her home, if necessary.

ARTICLE 17 - JURY AND WITNESS DUTY

17.01 An employee shall be granted leave of absence with pay at her regular hourly rate for scheduled hours the employee would otherwise have worked for the purposes of serving Jury Duty or as a Company or Crown required witness, provided that the employee shall reimburse the Company to the full amount of jury and/or witness pay, excluding expense allowances received by her. Such time spent on jury or witness duty shall not be used in the calculation of overtime pay.

17.02 Provided it does not interfere with the efficiency of the operation of the Hotel, the employee called for jury or witness duty shall be transferred to day shift during the period she is required to serve.

ARTICLE 18 - SAFETY & HEALTH

18.01 The Employer and the Union shall maintain an Occupational Safety & Health Committee consisting of not more than two (2) members elected or appointed by the Union and not more than two (2) members appointed by the Employer. The Union Committee Members will attend safety & health meetings with the Employer without loss of regular pay.

18.02 The Employer and the Union shall abide by the provisions of the Occupational Health & Safety Act R.S.O. currently in force. The Committee shall meet once a month at a time mutually agreed to between the parties.

ARTICLE 19 - PAID HOLIDAYS

19.01 The following shall be recognized as holidays to be paid for on the basis of the employee's straight time hourly rate multiplied by the number of hours the employee would normally have worked on such day:

New Year's Day

Labour Day

Good Friday
Victoria Day
Canada Day
Civic Holiday

Thanksgiving Day
Christmas Day
Boxing Day

or days celebrated in lieu thereof, regardless of the day on which it falls.

19.02 An employee will be paid for the holiday provided she:

- a) works her last full scheduled shift on the working day which immediately precedes and her first full scheduled shift on the working day which immediately follows such holiday unless she is excused by the Employer;
- b) is on the active payroll of the Employer and not on leave of absence, sick leave, Workplace Safety and Insurance Board benefits or layoff, and
- c) has completed her probationary period as specified in this Agreement.

19.03 If an employee works on any of the said holidays, she shall be paid for all hours worked on the holiday at one and one-half (1½) times her straight time hourly rate of pay and shall also receive a holiday on her first working day immediately following her next annual vacation or on a working day mutually agreed upon between the Employer and the employee and shall receive her regular straight time hourly rate of pay multiplied by the number of hours the employee would normally have worked on that day.

19.04 If any of the above holidays fall on or are observed during an employee's vacation, she shall be entitled to an extra day's vacation with pay or to an extra day's pay at her regular rate of pay, as she may elect. Should she select to take the extra day's vacation, the Employer reserves the right to schedule the extra day of vacation in the absence of mutual agreement between the Employer and the employee, taking into account business requirements as well as the employee's preference.

ARTICLE 20 - VACATION WITH PAY

20.01 An employee who, on the anniversary of her starting date as a full-time employee, has completed:

- a) Less than one (1) year of continuous service with the Employer shall receive vacation pay in accordance with the Employment Standards Act currently in force;

- b) One (1) year or more of continuous service but less than five (5) years of continuous service with the Employer shall receive two (2) weeks' vacation per year with pay at four percent (4%) of the amount of the employee's total wages in the previous year;
- c) Five (5) years or more of continuous service but less than ten (10) years of continuous service shall receive three (3) weeks' vacation per year with pay at six percent (6%) of the employee's total wages in the previous year;
- d) Ten (10) years or more of continuous service with the Employer shall receive four (4) weeks' vacation per year with pay at eight percent (8%) of the employee's total wages in the previous year.
- e) Fifteen (15) years or more of continuous service with the Employer shall receive five (5) weeks' vacation per year with pay at ten percent (10%) of the employee's total wages in the previous year.

20.02 Part-time and temporary employees shall receive vacation pay at four percent (4%) of total wages at a time requested by the employee. The employee shall make the request no later than the Monday preceding the pay period. If no request is made, vacation pay shall be paid on their anniversary date of hire.

20.03 Full-time vacations shall not be accumulative from year to year. The Employer reserves the right to schedule any unused vacation.

20.04 The Employer will endeavour to schedule employees' vacations according to their seniority within their Department, provided it does not prevent the Employer from maintaining a qualified and adequate workforce, and the application for vacation is made by signing the posted vacation schedule in their Department before May 1st which shall be posted by the Employer by April 1st of each year. The Employer reserves the final decision as to the scheduling of vacations.

20.05 Part-time and temporary employees may request time off in lieu of vacation, pursuant to Article 12.01.

20.06 An employee who works on Christmas Day will receive a cash certificate bonus to the value of seventy-five dollars (\$75.00).

20.07 An employee who is requested to work while on vacation will be paid at one and one-half times (1½) times their normal rate of pay for such time worked.

ARTICLE 21 - WAGES

21.01 The Company agrees to pay and the Union agrees to accept, for the term of this Agreement, the wages as set out in Wage Schedule "A" attached hereto and forming part of this Agreement.

21.02 Temporary Transfers:

An employee who is temporarily transferred or assigned to another job for which the rate is less than that which the employee is receiving shall retain his former rate and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job if the temporary transfer or assignment exceeds two (2) hours.

21.03 Payment of Wages:

The Company agrees that all employees shall be paid bi-weekly (present practice).

21.04 New or Changed Jobs:

The Company agrees to negotiate with the Union the rate of pay for any new or changed job prior to the rate being installed. However, if the parties fail to agree on the new rate, they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is proper, based on its relationship to related or similar jobs presently in existence.

21.05 Banquet Gratuities:

The Company agrees to continue the current practice of paying eight-five percent (85%) of the total gratuities from banquets to the Union Staff who serve at such banquets, in equal shares.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

22.01 The regular work week and hours of work shall vary from Department to Department. It is agreed that the Hotel operates on a seven (7) day basis.

a) **Housekeeping Department:**

The regular work week shall consist of forty (40) hours worked in five (5) days.

b) **Maintenance:**

The regular work week shall consist of forty (40) hours worked in five (5) days.

c) **Front Desk and Security:**

The regular work week shall consist of forty (40) hours worked in five (5) days.

d) **Kitchen Banquets:**

1. Kitchen: The regular work week shall consist of forty (40) hours worked in five (5) days.

2. Banquets: There is no regular work week for employees in banquets. Employees shall be called into work on an as-needed basis.

e) **Dining and Beverage:**

1. Dining Room: The regular work week on breakfast and lunch shift shall be forty (40) hours worked in five (5) days.

2. Dining Room: The regular work week for dinner shift shall be up to thirty (30) hours worked in five (5) days.

3. Beverage: There is no regular work week for employees in the bar, in the Senator Bar & Grill. Employees shall be called in on an as-needed basis.

4. Beverage: The regular work week in the Chardonnay's Bar shall be up to thirty (30) hours worked in five (5) days.

22.02 The regular work day shall include a one-half (2) hour paid lunch period (except for Housekeeping) where the employee's regular shift is greater than four (4) hours in length to be taken at a time to be determined by the Employer. Except for Front Desk, this shall not be considered as time worked for the purpose of any overtime or premium payment calculation. There shall be two (2) paid fifteen (15) minute rest periods on each shift, to be taken at a time determined by the Employer.

- 22.03 This Article is intended to define the normal hours of work and shall not be construed for any department as a guarantee for hours of work for regularly assigned hours or for any hours per day or per week, or of days of work per week.
- a) The Employer will endeavour to schedule full-time employees within the departments for their regular hours in order of departmental seniority. The Employer will endeavour to only use part-time employees if all full-time employees in the department are scheduled for their regular hours.
- 22.04 The daily hours, starting and quitting times, lunch periods and breaks shall be determined by the Employer for each department, in accordance with the efficiency of operations and the requirements of the business.
- 22.05 Departmental work schedules will be posted by the Employer by 12:00 noon Thursday in advance of the week for which the schedule is posted. The posting of schedules does not constitute any guarantee that work will be available.
- 22.06 Department Managers or their designate shall have the authority to change the shift schedule. Schedules will be changed only after the Department Manager or designate has conferred with the affected employee where possible. No penalty payment or premium shall be paid as a result of the Employer changing the schedule. The Employer will endeavour to confer with the affected employee as far in advance of the change as is reasonably possible.
- 22.07 All employees shall complete service on a guest notwithstanding the fact that the employee has reached her quitting time.
- 22.08 Employees neglecting to punch/sign in and out at all required times throughout working hours may be subject to disciplinary action.
- 22.09 Each employee shall punch/sign only her own time card.
- 22.10 Before the Employer implements other than minor changes to job classifications or combines jobs, or declares jobs redundant, the Employer will provide the Union with written notice. Should the Union wish to discuss the matter, it will advise the Employer in writing within five (5) days of the notice sent by the Employer. A meeting shall take place within ten (10) days of the notice to the Union or at such other time as is mutually agreed to in writing.
- 22.11 Time and one-half (1²) the employee's straight time hourly rate shall be paid for all hours worked in excess of forty (40) hours in a regular work week.
- 22.12 All overtime must be authorized by the Employer.

22.13 Overtime premiums shall not be paid more than once for any hours worked.

22.14 It is agreed that overtime is voluntary unless the Employer is unable to enlist a sufficient number of qualified and available employees to perform the available work required, in which event the Employer has the right to assign overtime. The Employer will endeavour to assign overtime to the most junior employee in the department who is qualified to do the work.

ARTICLE 23 - GENERAL

23.01 Gender:

Wherever the feminine gender is used throughout the Articles within this Agreement, it is agreed that the masculine gender is an acceptable substitute whenever and wherever the masculine gender is applicable.

23.02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

ARTICLE 24 - UNIFORMS

24.01 The Employer will continue its present practice of supplying uniforms to employees where they are required by the Employer.

24.02 Except for kitchen staff, all employees shall be responsible for the maintenance and cleaning of their uniforms and shall be properly dressed at all times when on duty. The Employer agrees to continue its current practice with respect to supplying and cleaning uniforms used by kitchen staff.

ARTICLE 25 - BEREAVEMENT LEAVE

25.01 The Employer shall pay an employee up to three (3) days' pay, up to and including the day of the funeral, at the employee's straight time hourly rate for all regular time lost in the event of the death of the employee's wife, husband, father, mother, child, sister, brother, grandparent, grandchildren, mother-in-law, father-in-law or common-law spouse. Payment shall be made only to the extent of the time lost while making arrangements for and/or attending the funeral. One day's leave of absence with pay shall be granted upon the death of the employee's brother-in-law or sister-in-law, niece or nephew for the purpose of attending the funeral. In order to qualify, the employee:

- a) must have completed her probationary period; and
- b) may be required by the Employer to provide satisfactory proof of death.

25.02 Employees shall not be paid pursuant to this Article for paid holidays while on vacation or leave of absence, or for any other period during which they would not have worked.

25.03 If an employee requires additional bereavement leave, application for unpaid leave of absence can be made in accordance with the provisions of Article 12. These applications will be processed as quickly as possible.

ARTICLE 26 - HUMANITY FUND

26.01 The Company agrees to deduct on a weekly basis the amount of not less than one cent (.014) per hour from the wages of all employees in the Bargaining Unit for all hours worked and prior to the fifteenth (15th) day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to **United Steelworkers**, National Office, Suite 700, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K5 and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made; the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made. The Company agrees to include such deductions on the employee's T4 Income Tax Receipt.

ARTICLE 27 - HEALTH & WELFARE (Full-time Employees Only)

27.01 The Employer and the full-time employees agree to pay the premiums on a fifty-fifty (50/50) cost-sharing basis of the following Insurance Plans which are underwritten by Sun Life of Canada.

- a) Life Insurance - 1 x annual earnings.
- b) Accidental Death & Dismemberment.
- c) Dependent Life Insurance (spouse - \$5,000 / each child - \$2,000).
- d) Extended Health Care (drugs, etc.).
- e) Dental: One Year lag on the O.D.A. Fee Schedule.

f) Long-Term Disability.

27.02 It is understood that the Insurance Carrier is the sole administrator of the Insurance Plans.

27.03 The Employer may change Insurance Carriers from time to time after review with the Union, providing the benefits in total are not reduced.

27.04 Full-time regular employees of the Employer shall be entitled to sick leave allowances, subject to the following provisions:

- a) All cases of sickness must be reported to the respective Department Head or the Manager on duty on the first day within a period of four (4) hours prior to the normal reporting time of the employee concerned.
- b) The allowance for sick pay shall not be applicable to the employee's scheduled days off.
- c) The number of sick days per employee shall be three (3) days per year for those employees who have completed their probationary period.
- d) The sick leave allowance will not be granted to employees who are receiving Workplace Safety and Insurance Board benefits.
- e) Sick leave allowance will not be paid for illness or accidents which occur within the vacation period or leaves of absence of an employee.
- f) Sickness must be proven by the production of doctor's certificate upon request by the Company.
- g) In doubtful cases, the Employer reserves the right to appoint a doctor other than the one providing the certificate, in order to establish the facts of the case.
- h) Sick days may be accumulated up to a maximum of six (6) days, and will only be paid when the above mentioned conditions are met.

27.05 The Employer will provide an Eye Care Plan that will compensate employees **two hundred and seventy-five dollars (\$275.00)** every twenty-four (24) months.

ARTICLE 28 - COPIES OF AGREEMENT

PART-TIME EMPLOYEE SCHEDULE

Article 1

1.01 The following Articles of the full-time Agreement shall not apply to part-time employees:

Articles 17 / 19 / 20 (except 20.02 and 20.05) / 22 / 24 and 26.

Article 2 - Paid Holidays

2.01 Part-time employees in the active employ of the Employer who qualify and are not required to work on any holiday established under the Employment Standards Act of Ontario shall receive regular pay for such holiday, in accordance with the Employment Standards Act of Ontario currently in force.

2.02 A part-time employee who works on a paid holiday set out in the Employment Standards Act of Ontario shall receive a lieu day off with pay at a time mutually agreed.

Article 3 - Overtime

3.01 Authorized work performed by part-time employees in excess of forty (40) hours in a week shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate.

This schedule shall form part of and be attached to the Collective Agreement.

LETTER OF UNDERSTANDING

between:

**Quality Inn
(hereinafter referred to as "the Employer")**

- and -

**United Steelworkers
(hereinafter referred to as "the Union")**

The Employer agrees to continue its practice of providing meals to certain employees during the term of this Agreement.

FOR THE COMPANY:

Quality Inn

FOR THE UNION:

United Steelworkers

LETTER OF UNDERSTANDING

between:

**Quality Inn
(hereinafter referred to as "the Employer")**

- and -

**United Steelworkers
(hereinafter referred to as "the Union")**

The Quality Inn will ensure that a notice from the **United Steelworkers** is displayed prominently with any material that is required to be posted in accordance with s. 63.1 of the Act. In addition, this notice from the Unit will be included with any material that is required to be distributed to bargaining unit members in accordance with s. 63.1 of the Act. The content of this notice from the Union will be solely of the Union's discretion, but will mention that s. 63.1 has required the Quality Inn to communicate government-determined information to employees.

FOR THE COMPANY:
Quality Inn

FOR THE UNION:
United Steelworkers

SCHEDULE "A"

JOB CLASSIFICATION	June 1, 2006	June 1, 2007	June 1, 2008
<i>HOUSEKEEPING DEPARTMENT:</i>			
Room Attendant	9.83	10.08	10.33
House Person/Cleaner	9.83	10.08	10.33
Laundry	9.83	10.08	10.33
<i>MEETING ROOM:</i>			
Head Porter	11.06	11.31	11.56
Porter	9.78	10.03	10.28
<i>DINING AND BEVERAGE DEPARTMENT:</i>			
Servers			
Bartender Combination			
<i>MAINTENANCE DEPARTMENT:</i>			
General	15.21	15.46	15.71
Helper	9.83	10.08	10.33
Hotel Labour	9.83	10.08	10.33
<i>FRONT DESK AND SECURITY DEPARTMENT:</i>			
Lead Receptionist	10.36	10.61	10.86
Receptionist	10.04	10.29	10.54
Security/Night Cleaner	9.83	10.08	10.33
Night Audit Lead Receptionist	10.7	10.95	11.2
Night Audit Receptionist	10.38	10.63	10.88

If the Employer reactivates the Kitchen and Banquet Department classifications and the Dining and Beverage Department classifications, the parties agree to reopen negotiations in order to review and update, if necessary, rates of pay for those dormant classifications currently established in this Collective Agreement.

SCHEDULE "B"

NEW STARTING RATES – 2006

	START	3 Months	10 Months	18 Months	24 Months
HOUSEKEEPING DEPARTMENT					
Room Attendant	8.83	9.08	9.33	9.58	9.83
House Person/Cleaner	8.83	9.08	9.33	9.58	9.83
Laundry	8.83	9.08	9.33	9.58	9.83
FRONT DESK & SECURITY DEPARTMENT					
Lead Receptionist					
Receptionist	9.04	9.29	9.54	9.79	10.04
Security/Night Cleaner	9.04	9.29	9.54	9.79	10.04
Night Audit Lead Receptionist					
Night Audit Receptionist					
MAINTENANCE DEPARTMENT					
General					
Helper	8.83	9.08	9.33	9.54	9.83
Hotel Labour	8.83	9.08	9.33	9.54	9.83
MEETING ROOMS					
Head Porter					
Porter	8.83	9.08	9.33	9.58	9.83

For employees hired on or after June 1, 2006, the above rates and progressions will apply.

SCHEDULE "B"

NEW STARTING RATES - 2007

	START	3 Months	10 Months	18 Months	24 Months
HOUSEKEEPING DEPARTMENT					
Room Attendant	9.08	9.33	9.58	9.83	10.08
House Person/Cleaner	9.08	9.33	9.58	9.83	10.08
Laundry	9.08	9.33	9.58	9.83	10.08
FRONT DESK & SECURITY DEPARTMENT					
Lead Receptionist					
Receptionist	9.29	9.54	9.79	10.04	10.29
Security/Night Cleaner	9.29	9.54	9.79	10.04	10.29
Night Audit Lead Receptionist					
Night Audit Receptionist					
MAINTENANCE DEPARTMENT					
General					
Helper	9.08	9.33	9.58	9.83	10.08
Hotel Labour	9.08	9.33	9.58	9.83	10.08
MEETING ROOMS					
Head Porter					
Porter	9.08	9.33	9.58	9.83	10.08

For employees hired on or after June 1, 2007, the above rates and progressions will apply.

SCHEDULE "B"

NEW STARTING RATES - 2008

	START	3 Months	10 Months	18 Months	24 Months
HOUSEKEEPING DEPARTMENT					
Room Attendant	9.33	9.58	9.83	10.08	10.33
House Person/Cleaner	9.33	9.58	9.83	10.08	10.33
Laundry	9.33	9.58	9.83	10.08	10.33
FRONT DESK & SECURITY DEPARTMENT					
Lead Receptionist					
Receptionist	9.54	9.79	10.04	10.29	10.54
Security/Night Cleaner	9.54	9.79	10.04	10.29	10.54
Night Audit Lead Receptionist					
Night Audit Receptionist					
MAINTENANCE DEPARTMENT					
General					
Helper	9.33	9.58	9.83	10.08	10.33
Hotel Labour	9.33	9.58	9.83	10.08	10.33
MEETING ROOMS					
Head Porter					
Porter	9.33	9.58	9.83	10.08	10.33

For employees hired on or after June 1, 2008, the above rates and progressions will apply.

COLLECTIVE AGREEMENT

between

QUALITY INN

(hereinafter called the “Employer”)

and

UNITED STEELWORKERS

(hereinafter called “the Union”)

EXPIRY DATE – MAY 31, 2009

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