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No. OF EMPLOYEES	283
NOMBRE D'EMPLOYÉS	80

COLLECTIVE AGREEMENT

II

between



CANADIAN
NIAGARA
HOTELS
INC.

SKYLINE BROCK
SKYLINE FOXHEAD
VILLAGE INN

Canadian Niagara Hotels Inc.

and



Hotel, Motel and Restaurant Employees Union
Local 442 (AFL-CIO, CLC)

Effective: January 1, 1994
Terminates: December 31, 1996

NIAGARA FALLS, ONTARIO

0966002

- *General Information* -



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Niagara Falls, Ontario
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Membership Meetings: Skyline Brock Hotel
5685 Falls Avenue
Niagara Falls, Ontario

at 7:30 p.m. the second Monday
of the following months:
- January, April, July, October

President/
Business Manager: James A. Whyte

COLLECTIVE AGREEMENT II

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COLLECTIVE AGREEMENT II

between

Canadian Niagara Hotels Inc.
(Hereinafter referred to as "The Company")

and

Hotel, Motel and Restaurant Employees Union
Local 442 (AFL-CIO-CLC)
(Hereinafter referred to as "The Union")

Effective - January 1, 1994

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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 on any ground stated above, occurs 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 bargaining agent for all employees at Canadian Niagara Hotels Inc. in the City of Niagara Falls save and except supervisors, persons above the rank of supervisor, office and sales staff, and employees otherwise covered by Collective Agreement I.
- 2.02 No employee in classifications as shown in Article 24 may be removed from the bargaining unit while continuing to perform duties under each classification.

2.03 In the event the Company introduces a new classification 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.

2.04 Management personnel shall not perform bargaining unit work that could have been assigned to a member of the bargaining unit except:

- a) in cases of emergency;
- b) from the first Tuesday after Thanksgiving to April 10, inclusive, eighty (80) hours weekly may be performed by non-bargaining unit front office and switch board employees (eighty (80) hours Skyline Brock and eighty (80) hours Skyline Foxhead); these hours will be shown on schedule as shifts taken;
- c) in the Reservations Department from the first Tuesday after Thanksgiving to April 10, inclusive, twenty-five (25) hours weekly may be performed by non-bargaining unit employees. These hours will be shown on schedule as shifts taken.
- d) it is further understood that in the front desk and switchboard department management shall not perform the work that is normally performed by bargaining unit employees except where the normally scheduled employees are unable to meet the demand of the Company's clientele for prompt service. This shall not be intended to displace a bargaining unit employee.
- e) The Village Inn is exempt from the above, however, the Company shall staff a maximum of one front office manager and one front office supervisor on the front desk along with the required amount of bargaining unit employees.

ARTICLE 3 - RELATIONSHIP

- 3.01** All employees within the scope of the bargaining unit as set forth in Article 2-Scope of the Collective Agreement shall as a condition of employment become and remain members in good standing of the Union.
- 3.02** New employees shall make application for membership in the Union at the time of hiring, on forms furnished by the Union to the Company, and shall become and remain members of good standing in the Union as a condition of employment. The aforementioned forms, upon completion, shall be immediately forwarded by the Company to the Union.
- 3.03** The Union agrees to accept into membership all such new employees.
- 3.04** Any employee who is required by the terms of this Agreement to be a member of the Union and who refuses to become a member shall be discharged by the Company upon receipt of official notice in writing from the Union to the Company.
- 3.05** The union shall notify in writing, with a copy to the Company, any individual employee who has been suspended, expelled or declared not to be in good standing. The Company shall discharge such employee automatically seven (7) days after the receipt of the Union notice, unless:
- a) the employee's status becomes acceptable to the Union during the period; or
 - b) the employee makes a claim in writing to the Company that the Union action is unjust and that he/she requests the matter to be taken up through the grievance procedure of this Collective Agreement.
- 3.06** The Company agrees to deduct whatever sum that may be authorized by the Union constitution, or bylaws of the Local Union for Union dues from the pay of each employee, said deductions shall be from each biweekly pay period.
- 3.07** Initiation fees shall be deducted from the pay cheques of new employees on the basis of fifty percent (50%) of the total initiation fee deducted from each of the first two (2) pay periods following their commencement of employment.

- 3.08 The Company shall deduct dues from employees upon their return to work from an absence due to sickness, leave of absence or layoff. Said dues shall cover payments not made during the absence. Deductions shall be made as advised by the Union to the Payroll Department.
- 3.09 The sum deducted from union Dues and Initiation Fees shall be forwarded to the Union within seven (7) days of the last pay period in each month.

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 has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- 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 co-operation 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 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** **a)** 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;
- b)** in the event that the Company feels that the Union has abused its privileges, as set out in a) above, the matter shall be grievable pursuant to the grievance procedure.
- 5.02** The Company acknowledges the right the Union's right 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. 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** No employee or Steward shall leave his/her work 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 normal 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 practised against Stewards for carrying out their functions on behalf of the Union.
- 5.05** The Union Negotiating Committee shall consist of the President/Business Manager of Local 442, International Representative and four (4) employees of the Company, or any combination of the above to a maximum of six (6) people.
- 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 An employee may request to be accompanied by a Shop Steward or a representative of the Union when being reprimanded or disciplined.
- 5.08 Written warnings 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,

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.
- 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 or when the employee first became aware of the incident which gave rise to the occurrence. If such complaint is not settled within twenty-four (24) hours, or such longer period as may be agreed upon, 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 §.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. 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 Saturdays, Sundays and Holidays stipulated in the Collective Agreement.
- 6.05 The Company agrees to forward by facsimile 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 dispute or grievance may be referred to a Board of Arbitration at the written request of either of the parties hereto.
- 7.02 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- 7.03 Within seven (7) calendar days of the request by either party for a Board, each party shall notify the other in writing of the name of its nominee.
- 7.04 Should the person chosen by the Company to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) calendar days of the notification mentioned in 7.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a Chairperson.
- 7.05 The decision of a Board of Arbitration or a majority thereof, or in the absence of a majority, the decision of the Chairperson, constituted in the above manner shall be binding on the Union and the Company.
- 7.06 The Board of Arbitration 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 Collective Agreement.

- 7.07 Each of the parties to this Collective Agreement will bear the expenses of the nominee appointed by it, and the parties will jointly bear the fees and the expenses of the Chairperson.
- 7.08 If the Company and the Union consent in writing, then the aforementioned procedure relating to the constitution of a Board of Arbitration may be waived, and grievances or disputes proceeding to arbitration may, in such circumstances, be heard by a single arbitrator.
- 7.09 Nothing in this Collective Agreement shall prevent either party pursuing arbitration to Section 46 of the Ontario Labour Relations Act.
- 7.10 No matter may be submitted to arbitration which has not been properly carried throughout all previous steps of the grievance procedure.
- 7.11 The parties may, by mutual agreement in writing, agree to request the assistance of a Grievance Settlement Officer from the Ontario Labour Relations Board prior to an arbitration hearing.

ARTICLE 8 - MANAGEMENT GRIEVANCE, UNION POLICY GRIEVANCE

- 8.01 Any grievance initiated by the Company shall be mailed to the Union. The conferring parties shall meet forthwith and in the event a settlement is not made to the mutual satisfaction of both parties, the matter may be referred to arbitration pursuant to Article 7 - Arbitration of the Collective Agreement.
- 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 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 five (5) working days referred to above.

ARTICLE 9 - DISCHARGE CASES

- 9.01 a)** New employees hired shall be considered probationary until they have completed a period of forty-five (45) days worked after which time their seniority shall date back to the day of original hiring. It is agreed that a discharge or layoff of a probationary employee shall be at the sole discretion of the Company and shall not be the subject matter of a grievance or complaint by the Union.
- b)** When an employee is laid off during their probationary period and is recalled within thirteen (13) weeks, the days worked for purposes of the probationary period shall continue from the date of original hire. Recalls after thirteen (13) weeks will be treated as new hires.
- 9.02** A copy of any serious adverse record of an employee shall be supplied to the employee and mailed to the Union at the time of issue.
- 9.03** A claim by an 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.
- 9.04** 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.
- 9.05** 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 a) 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. Copies of seniority lists shall be provided to the Union in February and August. In cases of promotion, demotion, or upgrading of employees, departmental seniority shall be the governing factor provided skill and ability are equal;
- b) seniority lists shall be maintained for each of the three hotels. An employee transferring to another hotel will be placed on the bottom of the seniority list in the respective department to which the transfer was made. The Reservation Department and switchboard shall each maintain a single seniority listing for the complex;
- c) in the event assistance is required in the Reservations Department, the Company agrees to schedule available work to employees on the front desk and switchboard by seniority. In the event there are no volunteers, the most junior employee will be assigned. The higher of the employee's rate, or the rate of the work required, shall prevail.
- 11.03 a) In the scheduling of employees, days off shall be governed by seniority.
- b) Employees shall not have more than two (2) out of three (3) weekends off.

- c) Weekends include any two (2) consecutive days off with one (1) of the days falling on a Saturday OR Sunday.
- d) Shifts shall be rotated on a fair and equitable basis.
- e) Doubling-back of shifts shall be by mutual consent of the Company and the employee(s) concerned.

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

Students

11.05 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 forty-five (45) days worked, whatever is greater, shall be considered a probationary period and the terms of Article 9.01 shall apply;
- d) the Company shall calculate the seniority status of all present students employed and place them into the respective terms of employment as required above;
- e) students shall not participate in the Company benefit programmes stipulated under Article 23 of this Collective Agreement;
- f) in the event a student terminates his/her programme 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 (1040 hours equals one (1) year of service);

- g) 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;
- h) students may be transferred to work at other properties at the discretion of the Company;
- i) where feasible, students shall take turns on shift rotation;
- 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. It is agreed and understood that qualified shall mean **"qualified"** within the context of experience obtained working for the Company under the scope of this Collective Agreement.
- 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 six (6) 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.

ARTICLE 13 - SCHEDULING

- 13.01 The Company will post work schedules of its employees by noon Friday for the week commencing the following Sunday.

- 13.02** Wherever possible, Management will give employees ten (10) hours notice of any changes in the employees' 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 break between shifts.
- 13.04** Employees shall not be scheduled for less than eight (8) hours on a daily basis. Available days of work, to a weekly maximum of five (5) days to any individual employee, will be scheduled in accordance with seniority within the department. Employees hired after the date of ratification (April 13, 1990) shall not be scheduled for less than six (6) hours on a daily basis.

Meal Breaks

- 13.05 a) All employees shall be granted by their supervisors one (1) fifteen (15) minute rest period, with pay, within each four (4) hour work period. Employees may have the option of adding the two (2), fifteen (15) minute break to their half (1/2) hour paid lunch period, or taking the breaks at another suited time. This option shall not interfere with the service to the hotel guests;
- b) meal breaks may be covered by a Manager and/or Supervisor, and bargaining unit employees in the front desk/switchboard may be required to cover meal breaks of other bargaining unit members;
- c) in the period from the first Tuesday after Thanksgiving to April 10 inclusive, employees employed at the front desk during the midnight shift may be required to take their breaks at their place of work. At all other times relief coverage will be provided if wanted by the employee. When such coverage is not provided, the employee shall be paid \$1.60 per shift.

Reporting Time Pay

- 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 six (6) hours pay at the employee's gross hourly rate.

- 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 Company's control.

Switchboard Scheduling

- 13.08 The Company and the Union agree to the elimination of the midnight switchboard operator's shift whenever feasible. Such duties shall be performed by the front desk employee(s) between the hours of 11:00 p.m. and 7:00 a.m.

- 13.09 During the period from the first Tuesday after Thanksgiving to April 10 inclusive, the Company and the Union agree to the elimination of the switchboard operator's afternoon and midnight shifts, whenever possible. A switchboard operator shall be scheduled for an afternoon shift if occupancy is at fifty percent (50%) or greater.

scheduling of Management in Off Season

- 13.10 In the scheduling of management staff at the Skyline Brock and Skyline Foxhead Hotels, during the period from the first Tuesday after Thanksgiving to April 10 inclusive, the Company shall, in the inclusion of Management staff, comply with Article 11:03 of the Collective Agreement.

Job Posting

- 13.11 When a posting 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 board from April 1 to October 31, and for five (5) days from November 1 to March 31. Copies of job postings shall be forwarded to the Union by facsimile upon issue.
- 13.12 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 a). In the event that no one is suitable for the position, the Company has the right to hire from outside.

ARTICLE 14 - LEAVE of ABSENCE

- 14.01 The following provisions do not apply to Leave of Absence for medical reasons or to Maternity Leaves of Absence. Maternity Leaves will be granted in accordance with provisions of the Ontario Employment Standards Act. Medical Leave will be granted in the method provided for in Article 23 of this Collective Agreement.

- 14.02** Leaves of Absence without pay or benefits as herein provided shall be granted at the sole discretion of the Company. Except in the case of extreme emergency, no Leaves of Absence will be granted for periods between April 10 and the first Tuesday after Thanksgiving.
- 14.03** A request for a Leave of Absence must be submitted in writing to the Human Resources Manager or delegate, at least two weeks prior to the desired date of commencement of such leave and must indicate the length of leave requested and the reason for requesting the leave. The Company's reply will be given to the employee in writing within seven (7) days following receipt of the request. In the case of extreme emergency, the two week notice period may be waived.
- 14.04** It is understood that employees on Leave of Absence will not use the time granted for purposes other than declared in their request for such leave. Violation of this Article will be just cause for dismissal.
- 14.05** The Company will notify the Union, in writing, of all approved Leaves of Absence.
- 14.06** All Leaves of Absence must be less than six (6) months' duration.
- 14.07** Seniority will be maintained during approved Leave of Absence, but will cease to accrue during absences in excess of one (1) month's duration.
- 14.08** Delegation for Union business shall be considered a good reason for a Leave of Absence.
- 14.09** 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 off. 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.

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, unless on scheduled vacation time, pay for the following holidays:
- a)** New Year's Day;
 - b)** Good Friday;
 - c)** Easter Monday;
 - d)** Victoria Day;
 - e)** Canada Day;
 - f)** Labour Day;
 - g)** Thanksgiving Day;
 - h)** Christmas Day;
 - i)** Boxing Day;
 - j)** Employees' Birthday.
- 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 p.m, New Year's Eve.
- 15.04** In the event of 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 earnings in accordance with years of service with years of service with the Company and its predecessors as hereinafter set forth, said amounts shall be paid to the employees with their regular pay, bi-weekly.

- 16.02 Vacation entitlement for all employees shall be as follows:
- a) less than one (1) year's service - four (4) percent of total earnings;
 - b) one (1) or more year's service - two (2) weeks vacation with four (4) percent of total earnings;
 - a) 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 vacation period shall be from the first Tuesday after Labour Day to March 31. Vacation lists will be posted by department heads by August 15. Those employees requiring vacation time may state their desired dates and insofar as possible will be arranged to suit the wishes of the employees. Employees shall apply for dates not later than September 1 and the schedule will be posted in the final form no later than September 15. 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.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 For married employees, a death in the immediate family, that is, death of husband, wife, child, father, mother, brother, sister, grandmother, grandfather, mother-in-law or father-in-law shall entitle the employee to three (3) days off with three (3) days' pay for the purpose of arranging for and/or attending the funeral.
- 17.02 Unmarried or divorced persons shall be entitled to the same benefit in the event of the death of father, mother, brother, sister, child, grandmother, or grandfather.
- 17.03 The three (3) day allowance above referred to shall not be deducted from the sick leave allowance.

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

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 the difference between the amount 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 day shift, shall be assigned to the day shift for those days they 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 President/Business Manager 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** The hours of work in all hotel departments shall be forty (40) hours 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 the foregoing paragraph 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, straight shifts will be scheduled.

- 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 the daily or weekly hours of work as described in Article **20.01**, with the exception of front desk employees who shall receive overtime after eight and one-half (**8 1/2**) hours per day and forty-two and one-half (**42 1/2**) hours per week. This shall not apply in the period from the first Tuesday after Thanksgiving to April 10, inclusive. At all other times, front desk employees shall be paid overtime as described in 20.01.
- 20.04** Overtime opportunities 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.
- Time Cards**
- 20.05** No allowance will be made for time on the 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 punches 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 supervisor initials the time card and enters the excess time as overtime on the department's daily time sheet.
- 20.07** Employees neglecting to punch in and out at all required times throughout working hours may be subject to disciplinary action.
- 20.08** Each employee shall punch out his/her own time clock number only. Punching of time clock cards other than your own will be cause for dismissal.

ARTICLE 21 - HEALTH AND SAFETY

- 21.01** The Company will maintain adequate sanitary arrangements, proper safety devices, 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 the formation of a Health and Safety committee consisting of bargaining unit representatives elected or appointed by the Union and an equal number of non-bargaining unit persons selected by the Company. Such a committee will meet on a monthly basis except during November, December, February and March. The committee will ensure that monthly safety audits are conducted. Health and Safety Committee members will be accorded all privileges and payments as prescribed in the Occupational Health and Safety Act, such as compensation at their regular rates of pay for attending safety meetings. The President/Business Manager of the Union may attend Health and Safety committee meetings from time to 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 meeting held by the Committee. Accident reports 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 employees average hourly straight time earnings. All First Aid Attendants must hold a valid St. John Ambulance certificate or its equivalent.
- 21.05** For employees who operate V.D.T.'s, the Company agrees to standards set out as follows:
- a) seat pans and backrests of chairs shall be upholstered; firmness of seat pans and backrests shall be at a 20 mm compression;
 - b) seat pans shall be adjustable for height, the adjustment mechanism for which shall be operable by the user from a seated position;

- c) backrests shall be adjustable for height and to positions behind and forward of the vertical position, the adjustment mechanism for which shall be operable by the user from a seated position;
- d) chairs shall be capable of being swivelled by the user and shall be supported by five (5) legs;
- e) the video display terminal table shall have a height and angle-adjustable platform for the video display screen; the requirement of an angle-adjustable platform may be satisfied by use of a video display unit equipped with an angle-adjustable screen;
- f) the video display terminal table shall have a height and angle-adjustable sliding keyboard platform; the requirement of an angle-adjustable keyboard platform may be satisfied by use of a video display unit equipped with an angle adjustable keyboard;
- g) all video display terminals shall be equipped with an attachable keyboard;
- h) direct light, surface reflections and glare shall be reduced by use of the following methods, as appropriate:
 - i) video display terminals shall be positioned in relation to artificial and natural light sources in such a way as to minimize the light coming directly from such sources into the operator's eyes and glare reflected from the video display screen or machine surfaces into the operator's eyes;
 - ii) video display screens shall, at the user's request be fitted with contrast-enhancement filters or mesh screens;
 - iii) keyboard tops shall be finished in a dull or matte finish to reduce reflection from overhead light sources.

This article shall apply to Reservations and Switchboard; e), f, and h) (i & ii), apply to front desk employees.

Pregnancy - Any employee who operates a V.D.T. for any period of time will, if they become pregnant, be supplied at the Company's expense a protective apron.

21.06 Reservations Department employees shall be issued two (2) new ear pieces each year, in January and July.

ARTICLE 22 - GENERAL

Labour/Management Committee

- 22.01 The Company and the Union agree to the implementation of the Labour/Management Committee for the purpose of resolving issues relating to the work environment. A Committee shall consist of three (3) 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.

Meals and Staff Rooms

- 22.03 a) The Company agrees to upgrade the Brock change room and supply shower facilities and lockers for employees. The Company shall proceed with upgrading facilities in the Foxhead Hotel that are to be available if and when the Brock Hotel closes in future low seasons.
- b) Staff rooms shall be maintained in The Village Inn, Skyline Brock Hotel and Skyline Foxhead Hotel. The Company shall provide suitable accommodation for the consumption of meals. The Company shall provide in each designated area a microwave oven and a refrigerator. The lunch rooms shall be inspected periodically by the Company and the Union to ensure cleanliness and proper upkeep.

Arrangements will be made, no later than February 28, 1994 (and until such time the Company shall continue its practice of supplying beverages) for the union to provide vending machines for coffee and soft drinks but not limited to this. The Company shall supply the required outlets. The funds derived from the vending machines shall be held by the Union for an education fund for its members in good standing.

Parking

- 22.04 Employees may purchase parking passes for a cost of \$75.00 for one calendar year. Employees are required to park on the upper lot or the last row of the lower level. Parking privileges shall continue so long as the parking lot is available. The Company shall continue the right to withdraw privileges when the parking lot is being used for special events. If the Company elects not to control the parking, parking is free.

Uniforms

- 22.05 a) All employees requiring a uniform shall receive two (2) sets. Three (3) shirts and only one (1) jacket will be supplied. Replacement of uniforms will be made if and when required. A deposit of fifty dollars (\$50.00) will be paid to the employer, deducted from the employee's pay at the rate of ten dollars (\$10.00) per pay cheque. Such deposit shall be held by the Company and returned to the individual upon termination of employment or transfer, subsequent to the return of all uniforms outstanding.

Lost and Found

- 22.06 The current policy related to Lost & Found articles shall continue and be communicated to all employees. Employees are required to turn in all articles found anywhere in the hotels and shall receive a dated receipt for such articles.

Individual Agreements

- 22.07 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.

Orientation, Training and Development

- 22.08 a) All new employees will participate in non-paid orientation and training program through the Human Resources Department for a maximum of four (4) hours before they are actively engaged in their jobs.
- b) A copy of hotel rules shall be given to employees at time of hire and at the start of each season.
- 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.

Personal Hygiene and Grooming

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

Cash Shortages

- 22.10 Employees shall not be held responsible for cash shortages unless the employee has sole control of the funds.

Technological Changes

- 22.11 In the event of a technological change, the following measures will be taken;
- a) whenever possible the Union shall be advised of any changes at least one (1) month prior to the proposed changes;
 - b) the Company and the Union shall meet and negotiate alternate employment or severance packages for the employees concerned;
 - c) in the event that the agreement is not reached, the matter shall be referred to arbitration pursuant to Article 7 of the Collective Agreement.

Payroll

- 22.12 Pay cheques shall be issued to employees after 3:00 p.m. and not later than 4:30 p.m. every second Friday, except due to circumstances beyond the control of the employer. The employer shall arrange direct deposit if requested by the employee.
- 22.13 Records of Employment shall be made available to employees within five (5) days of the employees interruption of earnings.

Vehicle Use

- 22.14 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 per kilometre. The Company will provide notice to the Union of the current rates paid.

Hotel Security

- 22.15 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.

ARTICLE 23 - SICK LEAVE ALLOWANCE, HEALTH & WELFARE PLAN

23.01 All employees who have been continuously employed by the Company for one (1) year or more, and who are not covered by the Health and Welfare Plan, shall be provided with the following benefits subject to the provisions contained herein:

- a) Life Insurance • \$15,000.00
- b) Sick Leave Allowance:
 - (i) the total allowance in any one (1) calendar year of an employee's employment shall be a maximum of nine (9) days;
 - (ii) the nine (9) days per year allowance shall under no circumstances be cumulative;
 - (iii) the allowance for sick pay shall only commence after the third day of illness with payment at sixtypercent (60%) of the regular gross daily earnings;
 - (iv) sick allowance will not be granted to an employee in cases of illness or accident which are compensable under the laws of the Province of Ontario;
 - (v) sick pay allowance will not be paid for sickness which occurs within the vacation period of an employee;
 - (vi) sickness must be proven by production of a doctor's certificate or evidence satisfactory to the Company;
 - (vii) the Company reserves the right to appoint a doctor other than the one providing the certificate in order to establish the facts of the case;
 - (viii) all cases of sickness must be reported by the sick employee to the Department Head, or, if not available, to the Human Resources Department, in the first day of absence.

Health and Welfare

23.02 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 twenty-four (24) hours weekly;
- 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.

23.03 The program will be paid one hundred percent (100%) by the Company for employees hired prior to January 1, 1994 and will include:

- a) Life Insurance in the amount of fifteen thousand dollars (\$15,000.00);
- 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 one hundred and ninety dollars (\$190.00) weekly; 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;
- 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 per calendar year.

23.04 For employees hired after January 1, 1994, the employer shall pay seventy-five percent (75%) of the premium for the above noted benefit. The employee shall pay twenty-five percent (25%). The current rate of benefit contribution required by the said employee is \$18.00 for single coverage and \$35.00 for family coverage. Enrolment in the Health and Welfare Plan is not compulsory.

23.05 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.

ARTICLE 24 - CLASSIFICATIONS AND RATES OF PAY

24.01 The minimum wages for the life of the Collective Agreement shall be as set out below:

classification	January 1/94	January 1/95	January 1/96
RESERVATIONS			
Res. Transient Agent	\$9.08	\$9.22	\$9.40
Res. Data Entry Clerk	\$8.60	\$8.73	\$8.90
FRONT OFFICE			
Front Desk Clerk	\$9.08	\$9.22	\$9.40
Front Desk Translator	\$9.08	\$9.22	\$9.40
Switchboard Operator	\$8.60	\$8.73	\$8.90
STUDENT	\$8.25	\$8.37	\$8.54

24.02 The rates for students shall apply only to students hired after the date of April 13, 1990.

24.03 In the event that a switchboard operator performs front desk employees' work for one (1) hour or more per shift, they shall be paid the higher rate for the time worked in the higher rated classification.



- 24.04 Employees employed on a night shift will receive a premium of twenty five cents (\$.25) per hour worked in addition the employee's regular hourly rate of pay for all hours worked between midnight and 8:00 a.m.
- 24.05 A Front Desk Translator shall not displace hours of work of a more senior Front Desk Clerk.
- 24.06 The Company may pay ninety percent (90%) of the wage scale for employees who are in their probationary period. This shall only apply to employees hired after January 1, 1994.
- 24.07 Overscale employees, as at the Date of Ratification, shall receive the equivalent dollar increase awarded to regular employees in the same classification, this shall continue for further increases thereafter.

ARTICLE 25 - DURATION

- 25.01 This Collective Agreement shall be in effect from January 1, 1994 to December 31, 1996 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.
- 25.02 Where notice to amend the Collective Agreement is given, the provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed, or the right to strike or lock-out occurs, whichever occurs first.

Duly executed by the parties hereto this 3RD day of MARCH, 1994, in the City of Niagara Falls, in the Province of Ontario.

FOR THE UNION

FOR THE COMPANY

James Whyte
James Whyte

David Venson
David Venson

Lucia Emmanuel
Lucia Emmanuel

Bonnie Simmons
Bonnie Simmons

Douglas Birrell
Douglas Birrell

Don Calaguirro
Don Calaguirro

Kristen Price
Kristen Price

Nina Tosato
Nina Tosato