

COLLECTIVE AGREEMENT

BETWEEN:

**VALBAY HOTEL LIMITED, Thunder Bay,
carrying on business as the
VALHALLA INN**

RECEIVED
MAY 29 2007

- AND -

**UNITED FOOD & COMMERCIAL
WORKERS CANADA, LOCAL 175**

TERM: JUNE 17TH, 2006 TO JUNE 16TH, 2009

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish mutually satisfactory relations among the Union, the Employer and the employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain fair and equitable working conditions, hours of work and ages for all employees covered by this Agreement.

ARTICLE 2 – RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of the Employer at Valhalla Inn in Thunder Bay, Ontario, save and except Supervisors, persons above the rank of Supervisor, Banquet Captains, Inspectresses, Hostess/Cashiers, Executive Chef, Executive Sous Chef, Pastry Chef, Banquet Chef, Timber's Chef, Sous Chefs, Purchaser, Stores Clerk, Controller/Food & Beverage Storeroom Clerk, Night Auditors, Sales, Reservation, Banquet and Office Staff.

ARTICLE 3 – DEFINITIONS

3.01 Wherever the singular or masculine gender is used in this Agreement it shall *be* considered as if the plural or feminine has been used where the context of the Agreement so requires.

3.02 **Employee:**

"Employee" shall include only such persons coming within the recognition of the bargaining unit described in Article 2.01 respectively.

3.03

(a) **Full-time:**

"Regular, full-time employee" shall mean an employee who has successfully completed his/her probationary period and whose length of appointment is indefinite and who regularly works more than twenty-four (24) hours per week.

(b) **Part-time:**

"Regular, part-time employee" shall mean an employee who has successfully completed his/her probationary period and whose length of appointment is indefinite and who regularly works less than twenty-four (24) hours per week.

3.04 **Temporary Employee**

A "temporary employee" is defined as an employee who is hired when unforeseen circumstances arise, for a specific period of time or for a specific project and whose

employment conditions and benefits are restricted to wages, union dues deductions and hours of work. A temporary employee shall receive no fringe benefits of any kind.

A temporary employee shall not accrue seniority and shall not have the right to grieve his/her termination. The Employer agrees to notify the Union when a temporary employee is hired and further agrees to notify the Union if an extension of the work period is necessary.

ARTICLE 4 - UNION DUES

4.01 New Employees

An employee within the bargaining unit who is hired after June 16, 1991, shall become a member of the Union at the time of being hired.

4.02 Union Dues Deductions

The Company agrees to deduct from the wages of each employee in the bargaining unit the amount equal to the regular monthly Union Dues.

4.03 Union Dues Amount

The amount of the regular monthly dues shall be those uniformly and regularly paid by a member and authorized by the Union in accordance with the provisions of its by-laws and constitution, and the Treasurer of the Union shall notify the Company of any changes therein and such notification shall be the Company's conclusive authority to make the deduction specified.

4.04 Company Indemnification

In consideration of the deducting and the forwarding of Union dues by the Company, the Union agrees to indemnify and save harmless the Company against any claims or liabilities arising out of or resulting from the operation of this Article.

4.05 Dues Reporting

Dues deductions shall become effective in the month following the month in which the employee was hired. The deduction shall be made bi-weekly and forwarded to the Treasurer of the Union in the same month as the deduction was made along with a list of employees from whom the deduction were made.

Dues and initiation report to be provided in the form of an e-mail (remit@ufcw175.com) or on computer diskette, as well as a hard copy of the dues report being attached to the remittance cheque.

4.06 T4 Reporting

The Employer agrees to show the total amount of Union dues and deductions on each employee's T-4 taxation form.

ARTICLE 5 - NO DISCRIMINATION

5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee by reason of race, colour, religious beliefs, national origin, sex, marital status, or union activity.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union acknowledges the exclusive function of the Company generally to manage the enterprise in which it is engaged and without limiting the above particular to:

- (a) maintain order, discipline, efficiency and set qualifications;
- (b) hire, transfer, promote, demote and, to suspend, discipline or discharge non probationary employees for just cause and probationary employees for any reason satisfactory to the Employer and to increase and decrease the working force in a manner consistent with the terms of this Agreement;
- (c) determine the direction of the working forces, the schedules of work and methods necessary to perform any service that may be required to manage the enterprise and its business;
- (d) issue and enforce from time to time such reasonable rules and regulations as the Employer deems necessary to ensure successful operations of its business. Such rules shall be forwarded to the Union office. Breach of such rules by an employee may be cause for disciplinary action;
- (e) limit, suspend or cease operations, or make necessary arrangements due to a change in the Employers policies.

6.02 All matters concerning the operations of the Employer not specifically dealt with herein shall be reserved to the Employer and its exclusive right.

6.03 The Employer agrees that there shall be no contracting out of any-work presently performed by bargaining unit members with the exception of Night Cleaning.

6.04 Management shall not perform bargaining unit work to the extent that it replaces or reduces the hours of a bargaining unit member.

ARTICLE 7 - STRIKE OR LOCK-OUT

7.01 The Union agrees that there will be no strike, slow down, work stoppage, either complete or partial, or other interruption or interference with operations during the term of this Agreement. The Union agrees that if any such action takes place it shall repudiate it forthwith and require *the* employee(s) to return to work. The Company agrees that there shall be no lock out by it during the ~~term~~ of the Agreement.

ARTICLE 8 - UNION RIGHTS AND ACTIVITIES

8.01 **Steward Activities**

The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from their immediate Supervisor, which permission shall not be unreasonable withheld. Stewards shall state their destination to their immediate Supervisor and shall report again to him at the time of their return to work. The Employer reserves the right at any time to limit or withdraw the permission to process grievances during working hours if at any time this privilege is being abused or if it unduly interferes with the operations of the Employer. If a Union Steward is requested by the Company they will be paid for their time.

8.02 **Union Steward Appointments**

The Employer acknowledges the right of the Union to appoint or otherwise select stewards who have completed their probationary period of employment. There shall be no more than four (4) appointed Stewards at any time and no more than one (1) Steward in each department.

8.03 **Bulletin Board**

The Employer agrees to make space available to the Union on the Bulletin board in the Staff Dining Room. All material to be posted will be submitted to the General Manager for approval before posting.

8.04 **Union Investigations**

Properly authorized representatives of the Union shall be permitted, after notifying the General Manager or his designate, to interview any Union member to discharge their duties as representatives of the Union. Employees will not be disturbed in the performance of their duties and all such interviews shall take place in the staff areas and in no case shall they occur in the public areas of the Hotel or within the hearing or presence of guests. Time taken for such interviews in excess of fifteen (15) minutes shall not be on Company time.

8.05 **intimidation**

The Company and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of

them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

8.06 Employee Introduction

Provided it does not interfere with the efficient operation of the Hotel, all new employees, whenever possible, will be introduced to their Shop Stewards by the Human Resources Manager, or her designate. If a union steward is not available, the new employee will have a meeting with the steward within one week of hire.

8.07 Negotiating Committee

The Employer agrees to allow time off work, without pay, and without loss of seniority for a maximum of two (2) full-time and one (1) part-time employees for the purpose of attending negotiations. If a part-time employee cannot be selected then a third full-time employee shall be allowed.

The Employer will pay the Negotiating Committee Members those hours authorized by the Union Business Agent. The Employer shall bill the Union for those hours including: the employees regular wage rate, EI premiums, CPP contributions, WSIB premiums and Employer Health Taxes.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Grievance Procedure

It is the mutual desire of the parties hereto, that complaints of employees shall be resolved as quickly as possible, and it is generally understood that an employee has no grievance until he has first given to his department head an opportunity of resolving his complaint.

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, other than a difference arising from the discharge of a probationary employee, shall be considered as a grievance.

Step #1 - If an employee has a complaint or question which he/she wishes to discuss with the Company, he shall take the matter up with his/her immediate supervisor, within seven (7) calendar days from the date of the alleged occurrence said to have caused the reason for the complaint. He/she may be accompanied by his/her steward if he/she requests such assistance. Management may also request the presence of the steward. If such complaint or question is not settled to the satisfaction of the employee concerned within seven (7) calendar days, then the following steps of the Grievance Procedure may be invoked in order. It is understood that the employee may request a specific union steward to attend their Step 1 grievance meeting or any disciplinary meeting and should this individual person not be available, the employee will choose amongst those stewards available to assist them.

Step #2 - The steward or the employee shall outline the grievance in writing, The employee must sign the grievance. Such document must be submitted to the department head within a period of seven (7) calendar days from the time the verbal reply to the complaint was received as indicated in Step #1 above. After such discussion, as is necessary, the department head shall state in writing his decision. If the grievance is not settled within seven (7) calendar days after it was submitted to the department head, then the grievance shall be taken up as follows: the Union representative may then within seven (7) calendar days from the date of the decision of the department head request, in writing, a meeting with the General Manager. Such meeting will be held within seven (7) calendar days after receipt by the Employer, of the Union's letter. The department head, or his delegate, may attend such meeting. The General Manager or his delegate shall render his written decision within seven (7) calendar days following the meeting.

Step #3 - Failing satisfactory settlement in Step #2, then, at the request of either party, in writing, the grievance may be referred to arbitration provided such request is made within thirty (30) calendar days after the decision of the Employer in Step #2 has been rendered. The time limits as prescribed in this article may be extended by mutual agreement of the parties in writing. In determining time limits, Saturdays, Sundays and recognized Statutory Holidays shall be excluded. If the time limits or any mutually agreed upon extensions are not observed by the Union, the grievance shall be considered as abandoned and may not be reopened. If the time limits or any mutually agreed upon extensions are not observed by the Employer, the grievance may be advanced to the next stage of the Grievance Procedure. At any stage of the Grievance Procedure, including arbitration, the Conferring parties may have assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to fully investigate all the circumstances.

9.02 Policy Grievance

The Union or the Employer may present a policy grievance commencing at Step #2 of the Grievance Procedure. Such policy grievances shall not be filed where the grievance could have been filed by an individual.

9.03 Employee Termination

A union steward must be present when the Employer terminates a bargaining unit member.

9.04 Time Limits

Time limits set out in the grievance procedure shall be followed and may only be extended by mutual agreement between the Union and the General Manager in writing. Failure by the Union to meet the time limits will cause the grievance to expire.

Failure by the Employer to meet the time limits prescribed herein, shall permit the aggrieved employee to take the grievance to the next succeeding Step provided (s)he complies with the time limits prescribed for that Step.

ARTICLE 10 – ARBITRATION

10.01 Notification and Arbitrator Selection

When either party requests that a grievance be submitted to arbitration, they shall *make* such request in writing addressed to the other party of this Agreement and at the same time, nominate an arbitrator. Within five (5) calendar days thereafter the other party shall nominate an arbitrator. The two arbitrators so nominated shall within fifteen (15) calendar days attempt to select by agreement, a chairman of an arbitration board. If they are unable to agree upon such chairman within that period either of them may then request Ministry of Labour for the Province of Ontario to appoint a chairman.

10.02 Arbitrator Exceptions

A person who has been involved in an attempt to negotiate or settle a grievance may not be appointed chairman of the arbitration board.

10.03 Expense Sharing

Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the chairman of the arbitration board.

10.04 Grievance Requirement

No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the Grievance Procedure.

10.05 Decision Restrictions

The arbitrations board shall not be authorized to make any decision inconsistent with the provisions of the Agreement to alter, modify or amend any part of this Agreement.

10.06 Binding Decision

The proceedings of the arbitration board will be expedited by the parties hereto, and the decision of the majority of such board will be final and binding upon the parties hereto. Should a majority decision not be possible, then the decision of the chairman shall be final and binding on the parties hereto.

10.07 Single Arbitrator

The parties may mutually agree that a single arbitrator shall be appointed in place of a board of arbitration. In the event that the parties agree on a single arbitrator, the arbitrator shall have the same powers as a board of arbitration under this Agreement and the parties will jointly bear the expense of the arbitrator.

10.08 Time Limits

Time limits set out in the arbitration procedure shall be followed. Such time limits may only be extended by mutual agreement between the Union and the General Manager or his designate in writing. Failure by the Union to meet the time limits will cause the grievance to expire.

10.09 Arbitrations shall be heard in Thunder Bay, Ontario.

ARTICLE 11 - SPECIFIC PENALTIES

11.01 Without restricting the Company's right to discharge for cause generally, the specific penalty for the following shall be discharge:

- (a) misappropriation of funds, defalcation or any other fraudulent action;
- (b) theft, possession of Company or customer property without adequate explanation;
- (c) destruction or sabotage of property of the Company, its customers or fellow employees;
- (d) unauthorized disclosure of confidential information regarding the affairs of the Company or any of its clients;
- (e) bond revocation for those required to be bonded;
- (f) consuming at work alcohol or unprescribed drugs or being under the influence of alcohol or unprescribed drugs while on the job;
- (g) falsification of records and documents arising in the course of the employee's work;
- (h) employees fighting on Company premises;
- (i) falsification of application for employment or documents relating thereto.

11.02 in such cases the arbitrator's jurisdiction shall be limited to whether or not the infraction has occurred.

11.03 Discipline is to be handed within five (5) calendar days from the date of the alleged occurrence.

ARTICLE 12 – SENIORITY

12.01

a) Full-time

Seniority shall be defined as length of continuous service in the bargaining unit, from the latest date of hire.

b) Part-time

Seniority as referred to in this agreement shall mean length of continuous service in the part-time bargaining unit with the Employer since the last date of hire. In the event a regular, part-time employee's status changes from part-time to full-time his/her seniority date will be his/her total of accumulated hours of service with the Employer converted to a yearly/monthly basis. One (1) full year of full-time service for the purpose of seniority shall be credited to an employee after the completion of 2080 hours work.

12.02 Probationary Period

New employees shall be on probation for forty-five (45) days worked. Probationary employees may be discharged at the discretion of the Employer within the above time limit and said employees shall have no recourse to the grievance and arbitration sections of this Agreement.

12.03 Selection Criteria

The Employer and Union agree that in cases of transfers, vacancies, promotions (other than promotions to positions outside the bargaining unit), lay-off and recall from the lay-off, the following factors shall be considered:

- (a) skill, ability and qualifications;
- (b) length of continuous service.

The qualification in factor (a) will govern and only where, in the Employer's judgment these qualifications are relatively equal will factor (b) govern.

12.04 Continuity of Service

Continuity of service shall be considered broken and employment terminated when:

- (a) an employee quits or is discharged (and the discharge is not reversed through the grievance or arbitration procedure);
- (b) an employee unjustifiably fails to report to work at the termination of a leave of absence or within one (1) week after being recalled to work;
- (c) an employee is absent for more than six (6) months because of lay-off or one (1) year because of physical disability, or both;
- (d) an employee is absent from work for two (2) consecutive days without providing a satisfactory reason.

12.05 Notice of Resignation

Every employee shall give at least two (2) weeks' notice of termination of his/her employment.

12.06 Seniority Lists

The Employer agrees to supply the Union with an updated Seniority List(s) of Both full-time and part-time during the months of January, April, July and October of each year and the current Seniority List(s) will be kept posted on the Bulletin Board at all times. Seniority Lists shall contain the employee's name in order of their original date of hire with the Employer and the date which the employee was classified fulltime or Part-time. Union Stewards will be provided a copy of the posted lists.

12.07 Lay-off *Notice Period*

The Employer shall give employees one (1) week's written notice in case of lay-off if for more than one (1) week. In cases of termination, notices shall be as per The *Employment Standards Act*.

12.08 Job Vacancies

Job vacancies will be posted for seven (7) calendar days on the staff bulletin board. The successful applicant shall be awarded the job vacancy within fourteen (14) calendar days of the posting.

The successful applicant shall be placed on a trial period of forty-five (45) days worked. Such trial promotion shall become permanent after the period of forty-five (45) days worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds herself unable to perform the duties of the new job classification she shall be returned to her former position without loss of seniority and wage and salary of the former position.

It is agreed that employees absent due to vacation shall be considered for the posted job vacancy provided that the employees have informed the Employer in writing of their desire to transfer to another position within the Hotel.

12.09 Outside Hiring

If the vacancy is not filled as a result of the job posting, the Employer may consider applicants from outside the bargaining unit to fill the position.

12.10 Termination Notice Period

Whenever the Employer finds it necessary to terminate the employment of an employee covered by this Agreement it agrees to give written notice or pay in lieu of notice as set out in the *Employment Standards Act* for the Province of Ontario, however, the Employer shall not be obligated to give any notice whatsoever or pay in lieu thereof to any employee terminated for just cause.

12.11 Continuous Service

Continuous service for the purpose of vacation entitlement shall be maintained and accumulated while actively at work except in the case of maternity leave, W.S.I.B., or disability in which case continuous service shall not continue to accumulate.

Continuous service for the purpose of salary progression shall be maintained and accumulated while actively at work except in the case of maternity leave in which case continuous service shall not continue to accumulate.

12.12 Bidding Restrictions

Any employee who has successfully bid under this Article and received a posted job, shall not be entitled to bid on a posted job for six (6) months from the date of his/her successful bid, except with the permission of the Employer. This clause excludes employees employed for less than six (6) months or 1040 hours.

12.13 Temporary Vacancy

- (a) Temporary vacancies created by maternity leave, adoption leave or an extension of the same, need not be posted. An employee, other than a person hired as a temporary employee, will revert to his/her previous position within the bargaining unit upon completion of the temporary position. The Employer will attempt to first fill such vacancies with bargaining unit employees and shall consider the skill and ability of such employees in making such decisions. Where skill and ability are relatively equal, seniority shall govern.
- (b) For vacancies other than those set out in clause 12.13(a), the Employer may assign any person to fill a vacancy on a temporary basis, while the selection of the successful candidate and completion of the job posting procedure is taking place.

ARTICLE 13 - JOB CLASSIFICATION AND WAGES

13.01 Job classifications and wages are set out in Schedule "A" and Schedule "B" of this agreement.

13.02 Minimum Rate of Pay

The minimum hourly rates of wages for all employees shall be as Schedule "A" and Schedule "B" of this Agreement, provided that where an individual's wages are higher, such rate of wages shall not be reduced by reason of this Agreement. The rates of pay provided in Schedule "A" and Schedule "B" are minimum rates and apply to the job classification and not to the individual.

13.03 Wage Rate

No employee will suffer a reduction of wages when moving to a new classification within the bargaining unit by management directive except in the case of a layoff or in the case of a permanent reclassification.

This clause shall not apply when an employee, of his/her own volition, seeks additional hours of work in a classification different than his/her own.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 The Company may, in its discretion, grant leave of absence without pay for legitimate personal reasons. Requests for such leave shall be made in writing to the General Manager stating the reasons for such requests and proposed duration, at least two (2) weeks in advance except in cases of emergency. The first six months of any such leave will be without loss of seniority. The request must state: date of commencement, duration of leave of absence and reason for requesting the leave. The Employer will reply in writing to the employee within seven (7) calendar days after receipt of the request for leave of absence.

14.02 Maternity Leave

Maternity and parental leave, including adoption leave, shall be granted in accordance with the applicable Ontario Legislation, as amended from time to time.

In cases of physical complications or upon the request of the Doctor for legitimate reasons an employee shall be granted additional time off without pay.

14.03 Union Functions Leave

The Employer agrees to allow time off work without pay, but without loss of seniority for a maximum of four (4) employees for the purposes of attending Union functions, such as conventions, seminars, etc., for not more than one (1) week per year. The Union will give the Employer at least three (3) week's notice in writing in regard to such requests to attend Union functions, Provided it does not interfere with the efficient operations of the Employers business, permission to attend such functions shall not be unreasonably withheld.

ARTICLE 15 - BEREAVEMENT LEAVE

Full-time bargaining unit members only:

15.01 Immediate Family

In case of a death of an employee's parent, child, spouse, brother or sister, he/she shall be granted up to three (3) continuous days leave of absence without loss of pay, provided the **employee** is scheduled to work. He/she shall be paid for any hours in the three (3) day period that he would otherwise have worked commencing with the day of the death.

15.02 Extended Family

In the case of death of an employee's grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, an employee who has less than one (1) years of continuous service shall be granted one (1) day's leave of absence without loss of pay (an employee who has more than one (1) year of continuous service shall be granted two (2) day's leave of absence without loss of pay, provided the employee is scheduled to work and the employee attends the funeral. Bereavement pay will apply to common law and step relatives.

15.03 Restrictions

It is understood and agreed that no payment will be made when the bereavement leave occurs during an employee's vacation, days off or during any other absence from work.

15.04 Proof may be Required

In order to qualify for the foregoing bereavement leave, employees may be required to supply proof of the death in a manner satisfactory to the Employer.

15.05 Extension

Additional leave of absence may be granted without pay upon request of an employee and shall not be unreasonably withheld.

15.06 Part-time bargaining unit members only:

Part-time workers shall receive the day of the funeral, if scheduled to work.

ARTICLE 16 - HOURS OF WORK

16.01 Hours of work not Guaranteed

The following paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.

16.02 Full-time

The regular shift for full-time employees shall consist of eight (8) hours (exclusive of the meal period) per day and forty (40) hours per week.

Employees shall be scheduled as follows: first, to full-time employees by seniority in each classification to a maximum of eight (8) hours per day and a maximum of forty (40) hours per week wherever possible.

16.03 Part-time

Hours of work per day and per week for all regular part-time employees shall be determined by the Employer.

16.04 Full-time Split Shift

The Employer agrees that no employee shall be required to work a split shift unless mutually agreed upon between the Employee and the Supervisor.

16.05 Full-time Call-in

An employee who reports to work shall receive the minimum of four (4) hours' pay, and if work in his/her classification is not available, may be assigned any available work.

In situations beyond the control of the Employer, when business on any day is such that it is unnecessary for all scheduled employees to work, the Employer may, at least three (3) hours prior to an employee's scheduled starting time, notify such employee that his/her attendance at work is not required and such notification will result in no penalty to the Employer. The Employer agrees to reschedule the hours to the extent possible.

16.06 Part-time Work Schedule

The Employer and the Union agree that all regular, part-time employees will be scheduled for available hours of work and where skill and ability are relatively equal, length of continuous service shall apply.

A regular, part-time employee who reports to work shall receive the minimum of three (3) hours pay, except when the employee is notified in advance by the Employer, that he/she will be required to work less than three (3) hours on that shift. If work in his/her classification is not available, he/she may be assigned any available work.

16.07 Work Schedule Posting

The Employer agrees to post an Hours of Work Schedule by noon Friday for the following work week. The work week will be from Tuesday to Monday. Except in cases of emergency, the schedule shall not be changed.

16.08 Full-time Rest Period

The Employer agrees that there shall be at least ten (10) hours between the completion and the start of a shift except in an emergency.

16.09 Part-time Split Shift

The Employer agrees that no employee except waiters/waitresses and those employees working in the kitchen involved in banquet preparation and presentation shall be required to work a split shift unless mutually agreed between the employee and the supervisor. Split shifts for waiters/waitresses and employees involved in banquet preparation and presentation shall be rotated on an as-needed basis.

16.10 Overtime and Tag Ends

Time worked (if requested and authorized by the Employer) in excess of eight (8) hours in a day or forty (40) hours in a week will be counted as overtime and compensated on the basis of time and one-half of the employee's current hourly rate for the classification; provided however, that time (not exceeding one-quarter hour per day) necessary to finish assigned work on an irregular basis shall be deemed a "tag end" and shall not be counted as overtime. If such "tag end" time exceeds one-quarter hour, payment at time and one-half shall be made *for* the entire period in excess of eight (8) hours.

It is agreed by the Parties if an Employee requests a change in their scheduled days off, which results in work being performed on the sixth (6th) or seventh (7th) day, the Employer shall not be penalized by honoring this request. All *overtime* must be authorized by the Employee's Supervisor.

16.11 Overtime Assignments

The parties to this Agreement recognize that the nature of the business may require the performance of overtime work from time to time and employees will co-operate in the performance of such work; such work to be offered first to on-shift employees on the basis of seniority.

16.12 Overtime Authorization

All overtime hours shall be at the request of the Employer and the employee shall have his/her overtime hours on the time card initialed by his/her Supervisor.

16.13 Full-time Meal Periods

Employee's meal periods shall be an uninterrupted period of thirty (30) minutes at a time to be designated by the employee's supervisor. Supervisors shall arrange for rest periods at a convenient time during each shift.

16.14 Reclassification

To determine the number of hours an employee regularly works, the average number of hours worked and paid in the preceding eight (8) weeks will be used. In determining the average, the following will be included in the calculation; time away on approved leave of absence, WSIB lost time, vacation or bona fide illness, as though they had been at work.

The averaging period will not include January, February, March and April for Full-time employees

The averaging period will not include May, June, July and August for Part-time employees

16.15 Work Schedule Changes

The Employer shall post a weekly schedule for all employees in ink by Friday noon of the preceding week. The schedule may be changed by the Employer without notice in the event of an unscheduled absence of employees or in the event of emergencies.

16.16 Weekend Schedule

The Employer will endeavour wherever possible to employees being scheduled off for a Saturday/Sunday or Sunday/Monday combination once per month.

16.17 Outside Employment

The employees shall inform the Company if they have outside employment. Valhalla scheduled hours of work will take priority for full-time employees over other outside employment.

16.18 Night Shift Premium

All employees who commence work at 11:00 p.m. or later shall be paid a seventy-five (.75) cent per hour shift premium for the hours worked between 11:00 p.m. and 6:00 a.m.

16.19 full-time Employees

The Company agrees full-time employees will not be replaced with part-time employees.

16.20 Lay-off

A complete cessation of work for an employee shall constitute a lay-off. A reduction in the hours of work per day, or, per week shall not be considered a lay-off under the terms of this Agreement.

16.21 Scheduling Requests

All special requests for days off must be submitted in writing, to the Department Head, forty-eight (48) hours prior to the posting of the departmental schedule and compliance with such requests will not be unreasonably denied. It is understood that all such requests will be subject to business loads and the scheduling needs of the Company.

16.22 Each fifteen (15) minute break shall be a paid break. There shall be two (2) breaks for shifts longer than six (6) hours per day.

ARTICLE 17 - HEALTH AND WELFARE PROGRAMS

17.01 Employer Health Tax

The Company shall comply with the provisions of the Employer Health Tax Act with respect to Ontario health insurance coverage for its employees.

17.02 Coverage for Full-time Employees

It is agreed that the application of Company health and welfare and dental plan for employees shall continue to apply to eligible full-time bargaining unit employees on the active payroll in conformity with their general application throughout the Company from time to time during the currency of the Collective Agreement and subject to terms and conditions of the Plan.

17.03 Waiting Periods

The Company agrees that after three (3) months employment they will contribute 100% of the applicable premium for the health and welfare program as presently provided. After one year's employment the Dental Plan will be included.

Employees hired after the date of ratification (November 4th, 2006) will be on a co-pay plan at a rate of seventy-five (75%) percent employer and twenty-five (25%) employee

17.04 Limitations

While the application of the health and welfare and dental plan to employees may be the subject of a grievance, it is understood and agreed that the plan itself does not form part of this Collective Agreement and is not itself subject to the grievance or arbitration procedure. The Employer's sole obligation under this article shall be to keep in place the existing benefit plans or their equivalent and to pay the Employer's portion of the premium of the plan.

The Employer shall have the right to change any existing benefit plans provided that the new coverage is equal to or greater than the existing coverage.

17.05 Vision care of one hundred and twenty-five (\$125.00) dollars every twenty-four months following ratification.

ARTICLE 18 - SICK LEAVE

18.01 Coverage for Full-time Employees

Sick leave means the period of time when a regular, full-time employee is allowed to be absent from work with full pay due to illness or accident rendering him unable to perform his/her regular duties as an employee and which illness or accident is not compensable under the Workplace Safety and Insurance Act.

18.02 Sick Leave Allowance

Full-time regular employees employed for three (3) months shall be entitled to sick leave allowance subject to the following provisions:

- (a) **Reporting**
all cases of sickness must be reported through the respective department head or the manager on duty as soon as possible but not later than one (1) hour prior to the scheduled reporting time of the employee concerned.
- (b) **Waiting Period**
the allowance for sick pay shall only commence after the second (2nd) day of illness or from the first day if the employee is admitted into the hospital and will not be applicable to the employee's scheduled day off.
- (c) **Duration**
the employee will be paid for the next five (5) days of illness at his regular rate of pay. These five (5) days will not be cumulative or become more than five (5) days within one (1) year.
- (d) **Limitations**
the sick leave allowance will not be granted to employees in case of illness or accident which are compensated under the laws of the Province of Ontario.

Sick Leave Allowance will be equal to the total hours worked in the preceding four pay weeks divided by 20.
- (e) **Vacation Period**
sick leave allowance will not be paid for illness for accident which occur within the vacation period of an employee unless the employee is forced due to sickness or accident to cancel his/her vacation and which sickness or accident occurs prior to the commencement of the vacation.
- (f) **Verification**
sickness must be proven by the production of a doctor's certificate at the request of management; and

- (g) in doubtful cases, the Employer reserves the right to appoint another doctor other than the one providing the certificate in order to establish the bona fides of the illness or disability.
- (h) **Payment for Dr. Note**
When a doctor's note is required, the Employer will pay for doctor's notes.

ARTICLE 19 – VACATION

19.01 Scheduling

Vacation requests within each department shall be submitted in writing to the Department Head or his designate no later than April 1st of each year. The Department Head or his designate shall approve vacation requests after every reasonable consideration has been given to the preference of the employee, seniority and service requirements of the Employer. A finalized vacation schedule for each department shall be posted by April 30th of each year.

19.02 Entitlement Calculation

The vacation year for the purpose of calculating vacation pay or vacation entitlement shall **be** calculated from the employee's last date of hire.

19.03 Vacation Entitlement

All employees shall be entitled to annual vacation in accordance with the following:

- a) For eligible employees who have completed more than one (1) year but less than five (5) years of continuous and active service, two (2) weeks' vacation with four percent (4%) of gross pay.
- b) For eligible employees who have completed more than five (5) years but less than ten (10) years of continuous and active service, three (3) weeks, vacation with six percent (6%) of gross pay.
- c) For eligible employees who have completed more than ten (10) years of continuous and active service, four (4) weeks vacation with eight percent (8%) of gross pay.
- d) For eligible employees who have completed more than eighteen (18) years of continuous and active service, five (5) weeks vacation with ten percent (10%) of gross pay.
- e) Vacation credits are not earned when an employee is absent as a result of Worker's Compensation, leave of absence, or disability. Vacation credits while on pregnancy/parental leave shall be earned in accordance with Employment Standards Act.

19.04 Mandatory Vacation

Vacation entitlements may not be carried over to the next vacation year. It is mandatory that regular, full-time employees take a minimum vacation leave equal to two weeks during the current vacation year.

19.05 Vacation Pay

Vacation pay which shall be paid to each regular full-time or part - time employee in the regular pay period when requested in, and in advance when requested. Vacation pay will not be on a separate cheque, but will be paid on the regular bi-weekly pay date.

ARTICLE 20 - PAID HOLIDAYS

20.01 Paid Holidays

The following will be recognized as paid holidays for all employees:

New Year's Day	Victoria Day	Labour Day
Christmas Day	Canada Day	Good Friday
Thanksgiving Day	Civic Holiday	Anniversary Day
Boxing Day	Employees Birthday	

20.02 Holiday Pay

Each employee shall be paid Holiday Pay in accordance with the provisions of the Employment Standards Act.

In order to qualify for Holiday Pay an employee must work his scheduled shift before and his scheduled shift after the holiday.

Holiday Pay is defined as all of an employee's regular wages, including all premium pay, and vacation pay paid in the four weeks ending just before the work week with the holiday, divided by 20.

20.03 Vacation Extension

Should an employee's regular vacation period include one (1) or more holidays, by mutual agreement whenever possible, the vacation period will be extended or payment of an extra day's vacation pay will be processed.

20.04 Holiday Substitution

If an employee works on a holiday the Employer may grant an employee a substitute day off at his regular rate of pay within a period of ninety (90) days subsequent to the holiday concerned. If a substitute day is not granted by the Employer for the holiday when mutually agreed, the Company will pay for the holiday.

The Employer will post an availability schedule in all departments by November 15th. The purpose is to give employees an opportunity to request which

holiday(s) they prefer to work. The Employer will post the completed work schedule by December 10th for the two weeks including Christmas and New Years. In selecting employees to work on a paid holiday, the Employer shall consider the efficient operation of the business, skill, ability and seniority.

20.05 Premium Pay

If an employee works on a Statutory Holiday, he shall be paid one and one-half (1½) times his regular rate of pay for all hours worked.

20.06 Any part-time staff, or full-time employee who has not completed forty-five (45) working days, will be paid time and one-half (1½) if they are required to work on a **paid** holiday.

20.07 If another holiday should be proclaimed during the term of this agreement, such additional holiday will replace the Employee's Birthday as a holiday, except in the case of employees with ten (10) or more years seniority.

ARTICLE 21 – GENERAL

21.01 Employee Uniforms

The Employer agrees that all Full-time employees required to wear uniforms will be supplied with two (2) uniforms and all Part-time employees required to wear uniforms will be supplied with one (1) uniform.

The Valhalla Inn, Thunder Bay reserves the right to change or implement uniforms as a management right. Uniforms are and will remain the property of the Valhalla Inn, Thunder Bay. If an employee does not return their uniform when they leave their employment, they will be subject to a \$50 replacement fee to be deducted from their final pay cheque.

21.02 Jury Duty

The Employer agrees that employees summoned for Jury Duty will be scheduled on alternate shifts to compensate for lost time.

21.03 Witness Duty

When an employee is required by the Employer to appear in court as a witness in any case directly affecting the Employer, the employee shall be paid the difference between the fee received from the Crown and the employee's regular wages.

21.04 Pay Day

Management will endeavour to pay employees by noon on Friday of each pay week. When a pay period falls on a Statutory Holiday, the Employer will endeavour to pay employees whenever possible on Thursday.

21.05 Personnel Files

Employees may review their personnel file in the Human Resources office with the Human Resources Manager by appointment. Either party may request the presence of a Shop Steward during the review. The file and its contents shall remain the property of the Valhalla Inn, Thunder Bay.

An employee who is to receive any discipline shall have the right to the presence of a Union Steward, or, if a Steward is not available another employee who is working on the current shift. Said Employee shall receive a copy of the Employee Conduct Form.

21.06 Reprimands Expiration

After twenty-four (24) months, all documented reprimands shall be expunged from the employee's personal record.

21.07 Supervisors are to acknowledge receipt of special day off requests.

21.08 Joint Labour Management meetings will occur quarterly between Human Resources and the Union Stewards. The Union stewards shall be paid *for* their time in the meetings.

ARTICLE 22 - HEALTH AND SAFETY

22.01 The Employer, the employees and the Union agree that they will mutually cooperate and maintain reasonable standards of Health and Safety in order to prevent injury and illness as per the Occupational Health and Safety Act of Ontario.

ARTICLE 23 - FRONT DESK EMPLOYEES – MEAL

23.01 The Employer agrees to "grandfather" the present arrangement with employees employed on the front desk as at October 22, 1991 concerning a free meal.

ARTICLE 24 - HUMAN RIGHTS CODE

24.01 The Employer and Union agree to observe the provisions of the Human Rights Code.

ARTICLE 25 - COMPULSORY RETIREMENT

- 25.01** The Employer may compulsorily retire an employee at age sixty-five (65) and no grievance may be lodged in connection therewith. The Employer and the Union will meet with the Employee prior to his/her retirement date.
- 25.02** It is the sole discretion of the Employer if an employee remains in the employ past the employee's 65th birthday. This will be reviewed on an annual basis. The Employee will have to undergo a medical exam each year.

ARTICLE 26 – DRIVERS

- 26.01** All employees required to operate a Valhalla vehicle must obtain a copy of their driving record from the Ministry of Transportation. This record will have to be submitted by January 1 of each year.
- 26.02** If an employee loses his license he is required to notify his immediate supervisor of the suspension of the license as soon as the employee becomes aware of it. The employee will have the opportunity to bid on any position this is vacant at that time that does not require driving. If there are no vacant positions at the time that the employee loses his license and the employee *is* unable to perform his duties, the employee will be suspended until such time as his license is returned to him.
- 26.03** Failure on the part of the employee in providing the yearly driving record or to notify his Manager of any Highway Traffic Act violation will be subject to disciplinary action.
- 26.04** It is understood that if an employee loses his/her license he is required to notify his Manager immediately.

ARTICLE 27 – PENSION

- 27.01** The Company agrees to participate in the U.F.C.W. pension plan (C.C.W.I.P.P.) on the following basis:

Effective June 17, 2006, .30¢ per hour worked for all employees.

Effective June 17, 2007, .33¢ per hour worked for all employees.

Effective June 17, 2008, .36¢ per hour worked for all employees.

The Company agrees to sign a participation agreement as authorized and provided by the Trustees of the Canadian Commercial Workers Industry Pension Plan Trust Fund.

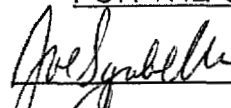
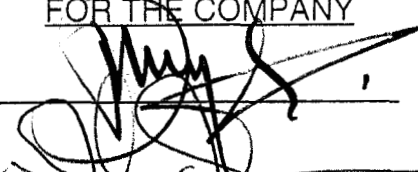
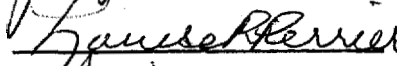


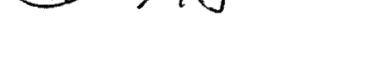
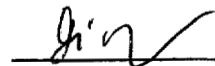

ARTICLE 28 - TRAINING AND EDUCATION FUND

28.01 The Company agrees to contribute the following into the Northwest Ontario Commercial Workers Training and Education Fund:

June 17, 2006	\$1,500
June 17, 2007	\$1,500
June 17, 2008	\$1,500

ARTICLE 29 - TERMINATION AND DURATION

29.01 This Agreement shall be effective on the 17th day of June, 2006 and shall remain in full force until the 16th day of June, 2009 and shall continue in full force hereafter from year to year, except that either party may, not more than sixty (60) days and not less than (30) days before the expiry date or renewal date of such Agreement; give notice in writing to the party of their intentions to revise or abrogate this Agreement.

<u>FOR THE UNION</u>	<u>FOR THE COMPANY</u>
	
	
	
	

IEDUI "A"

	June 17, 2005	June 17, 2006	June 17, 2007	June 17, 2008
Room Attendant	11.46	11.75	12.04	12.34
Laundry	11.28	11.75	12.04	12.34
Housekeeping	11.46	11.75	12.04	12.34
Front Desk	11.93	12.23	12.54	12.85
Bell Staff	10.56	10.82	11.09	11.37
Switchboard	11.29	11.57	11.86	12.16
Pool Attendant	9.68	9.92	10.17	10.42
JR S Chef	16.97	17.39	17.82	18.27
Tournant	15.25	15.63	16.02	16.42
Sauier I	14.52	14.88	15.25	15.63
Sauier II	13.86	14.21	14.57	14.93
Gardemanger	13.93	14.28	14.64	15.01
Gen Cook I	13.27	13.60	13.94	14.29
Sen Cook II	12.61	12.93	13.25	13.58
Brkfst Cook	11.95	12.25	12.56	12.87
Short Order I	11.55	11.84	12.14	12.44
Short Order II	11.02	11.30	11.58	11.87
Short Order III	9.96	10.21	10.47	10.73
Pastry Cook	11.02	11.30	11.58	11.87
Salad Person	9.63	9.87	10.12	10.37
Prep Cook	9.63	9.87	10.12	10.37
Chef/Baker H	11.48	11.77	12.06	12.36
Journeyman	13.27	13.60	13.94	14.29
APPR I	11.43	11.72	12.01	12.31
APPR II	10.20	10.46	10.72	10.99
APPR III	8.98	9.20	9.43	9.67
Dishwasher	9.96	10.21	10.47	10.73

	June 17, 2005	June 17, 2006	June 17, 2007	June 17, 2008
Potwasher	9.96	10.21	10.47	10.73
Kit. Cleaner	9.96	10.21	10.47	10.73
Waiter/Waitress	9.90	10.15	10.40	10.66
Busperson	9.70	9.94	10.19	10.44
Bartender	11.68	11.97	12.27	12.58
Maint I	14.92	15.29	15.67	16.06
Maint II	13.93	14.28	14.64	15.01
Minibar	11.02	11.30	11.58	11.87

SCHEDULE 'B'

All Full-time and Part-time hired after 1997:					
June 17, 2006					
PART-TIME	0 - 500	501 - 1500	1501-2000	2001-3000	over 3000
FULL-TIME	Start	End of probation	7 months	12 months	18 months
Room Attendant	9.46	9.69	9.91	10.41	11.04
Laundry	9.46	9.69	9.91	10.41	11.04
Housekeeping	9.46	9.69	9.91	10.41	10.68
Front Desk	9.62	9.91	10.24	10.70	10.97
Bell Staff	9.28	9.28	9.91	10.24	10.70
Switchboard	9.49	9.91	10.15	10.61	10.87
Pool Attendant	9.28	9.28	9.44	9.64	9.79
JR S Chef	12.48	13.33	14.11	14.93	15.75
Tournant	11.98	12.48	13.33	14.11	14.93
Sauier I	11.31	11.82	12.58	13.37	14.19
Sauier II	10.76	11.28	11.96	12.69	13.51
Gardemanger	10.83	11.35	12.03	12.76	13.58
Gen Cook I	11.98	12.48	13.33	13.33	13.71
Gen Cook II	11.03	11.48	12.38	12.77	13.13
Brkfst Cook	10.41	10.87	11.77	12.10	12.52
Short Order I	9.91	10.47	11.37	11.73	12.08
Short Order II	9.41	9.63	10.08	10.48	10.74
Short Order III	9.28	9.28	9.51	9.57	9.81
Pastry Cook	9.28	9.28	9.51	10.48	10.74
Salad Person	9.28	9.28	9.28	9.57	9.81
Prep Cook	9.28	9.28	9.28	9.57	9.81
Kichn/Baker H	9.28	9.28	9.28	9.57	9.81
Journeyman	12.60	12.60	12.60	12.60	12.96
APPR I	4000-6000			10.87	11.16
APPR II	2000-3999			9.71	9.97

All Full-time and Part-time hired after 1997:					
June 17, 2006					
PART-TIME	0 - 500	501 - 1500	1501-2000	2001-3000	over 3000
FULL-TIME	Start	End of probation	7 months	12 months	18 months
APPR III	1000-1999			9.28	9.40
Dishwasher	9.28	9.28	9.28	9.28	9.40
Potwasher	9.28	9.28	9.28	9.28	9.40
Kit. Cleaner	9.28	9.28	9.28	9.28	9.40
Waiter/Waitress	8.57	8.62	8.78	9.23	9.29
Busperson	9.28	9.28	9.28	9.28	9.49
Bartender	9.96	10.24	10.53	10.87	11.14
Maint I	11.87	12.37	13.21	14.00	14.40
Maint II	9.96	11.26	12.10	12.87	13.24
Minibar	9.28	9.28	9.28	9.35	9.62
Seamstress					11.31

All Full-time and Part-time hired after 1997:					
June 17, 2007					
PART-TIME	0 - 500	501 - 1500	1501-2000	2001-3000	over 3000
FULL-TIME	Start	End of probation	7 months	12 months	18 months
Room Attendant	9.70	9.93	10.16	10.67	11.32
Laundry	9.70	9.93	10.16	10.67	11.32
Housekeeping	9.70	9.93	10.16	10.67	10.95
Front Desk	9.86	10.16	10.50	10.97	11.24
Bell Staff	9.51	9.51	10.16	10.50	10.97
Switchboard	9.73	10.16	10.40	10.88	11.14
Pool Attendant	9.51	9.51	9.68	9.88	10.03
JR S Chef	12.79	13.66	14.46	15.30	16.14
Tournant	12.28	12.79	13.66	14.46	15.30
Sauier I	11.59	12.12	12.89	13.70	14.54
Sauier II	11.03	11.56	12.26	13.01	13.85
Gardemanger	11.10	11.63	12.33	13.08	13.92
Gen Cook I	12.28	12.79	13.66	13.66	14.05
Gen Cook II	11.31	11.77	12.69	13.09	13.46
Bkfst Cook	10.67	11.14	12.06	12.40	12.83
Short Order I	10.16	10.73	11.65	12.02	12.38
Short Order II	9.65	9.87	10.33	10.74	11.01
Short Order III	9.51	9.51	9.75	9.81	10.06
Pastery Cook	9.51	9.51	9.75	10.74	11.01
Salad Person	9.51	9.51	9.51	9.81	10.06
Prep Cook	9.51	9.51	9.51	9.81	10.06
Kichn/Baker H	9.51	9.51	9.51	9.81	10.06
Journeyman	12.92	12.92	12.92	12.92	13.28
APPR I	4000-6000			11.14	11.44
APPR II	2000-3999			9.95	10.22
APPR III	1000-1999			9.51	9.64

All Full-time and Part-time hired after 1997:					
June 17, 2007					
PART-TIME	0 - 500	501 - 1500	1501-2000	2001-3000	over 3000
FULL-TIME	Start	End of probation	7 months	12 months	18 months
Dishwasher	9.51	9.51	9.51	9.51	9.64
Potwasher	9.51	9.51	9.51	9.51	9.64
Kit. Cleaner	9.51	9.51	9.51	9.51	9.64
Waiter/Waitress	8.78	8.84	9.00	9.46	9.52
Busperson	9.51	9.51	9.51	9.51	9.73
Bartender	10.21	10.50	10.79	11.14	11.42
Maint I	12.17	12.68	13.54	14.35	14.76
Maint II	10.21	11.54	12.40	13.19	13.57
Minibar	9.51	9.51	9.51	9.58	9.86
Seamstress					11.59

AH Full-time and Part-time hired after 1997:					
PART-TIME	0 - 500	501 - 1500	1501-2000	2001-3000	over 3000
FULL-TIME	Start	End of probation	7 months	12 months	18 months
Room Attendant	9.94	10.18	10.41	10.94	11.60
Laundry	9.94	10.18	10.41	10.94	11.60
Housekeeping	9.94	10.18	10.41	10.94	11.22
Front Desk	10.11	10.41	10.76	11.24	11.53
Bell Staff	9.75	9.75	10.41	10.76	11.24
Switchboard	9.97	10.41	10.66	11.15	11.42
Pool Attendant	9.75	9.75	9.92	10.13	10.29
JR S Chef	13.11	14.00	14.82	15.69	16.55
Tournant	12.59	13.11	14.00	14.82	15.69
Sauier I	11.88	12.42	13.22	14.05	14.91
Sauier II	11.30	11.85	12.57	13.33	14.19
		11.92	12.64	13.41	14.27
Gen Cook I	12.59	13.11	14.00	14.00	14.40
Gen Cook II	11.59	12.06	13.01	13.42	13.79
Brkfst Cook	10.94	11.42	12.37	12.71	13.15
Short Order I	10.41	11.00	11.95	12.32	12.69
Short Order II	9.89	10.12	10.59	11.01	11.28
short Order III	9.75	9.75	9.99	10.05	10.31
Pastry Cook	9.75	9.75	9.99	11.01	11.28
Salad Person	9.75	9.75	9.75	10.05	10.31
Prep Cook	9.75	9.75	9.75	10.05	10.31
Chef/Baker H	9.75	9.75	9.75	10.05	10.31
Journeyman	13.24	13.24	13.24	13.24	13.62
APPR I	4000-6000			11.42	11.72
APPR II	2000-3999			10.20	10.47
APPR III	1000-1999			9.75	9.88
Dishwasher	9.75	9.75	9.75	9.75	9.88

PART-TIME	0 - 500	501 - 1500	1501-2000	2001-3000	over 3000
FULL-TIME	Start	End of probation	7 months	12 months	18 months
Potwasher	9.75	9.75	9.75	9.75	9.88
Kit. Cleaner	9.75	9.75	9.75	9.75	9.88
Waiter/Waitress	9.00	9.06	9.22	9.70	9.76
Busperson	9.75	9.75	9.75	9.75	9.97
Bartender	10.46	10.76	11.06	11.42	11.70
Maint I	12.47	13.00	13.88	14.71	15.13
Maint II	10.46	11.83	12.71	13.52	13.91
Minibar	9.75	9.75	9.75	9.82	10.11

LETTERS OF UNDERSTANDING

BETWEEN:

VALBAY HOTEL LIMITED, Thunder Bay, carrying on business as the
VALHALLA INN

AND

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 175

Clause 16.05 shall not apply to Front Desk employees but the Employer shall have the right to change this practice at its sole discretion.

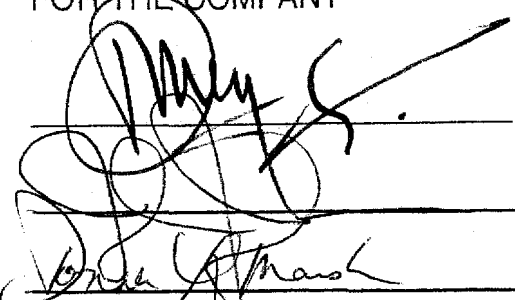
The Employer will pay a differential of one dollar per hour to an individual who relieves a supervisor.

It is agreed that any Part-time employees who leave the employment of the Valhalla Inn, shall upon re-hire resume their seniority for pay progression purposes only.

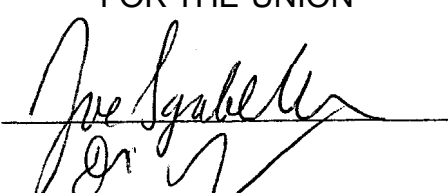
Any Employee who successfully completes their Apprenticeship and attains the certification of Journeyman Cook by the Ministry of Education and Training, will be reclassified to the position of Journeyman Cook.

Signed by the parties this 23rd day of Feb, 2007

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING

BETWEEN:

**VALBAY HOTEL LIMITED, Thunder Bay, carrying on business as the
VALHALLA INN**

AND

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 175

In view of recent changes to the Ontario Labour Relations Act, and resulting decisions therefrom, and in view of the parties' history of amiable Labour Relations, the parties agree to the following:

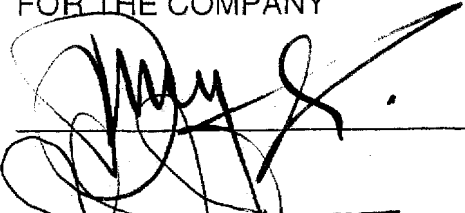
That neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party written prior notice of its intent to do so.

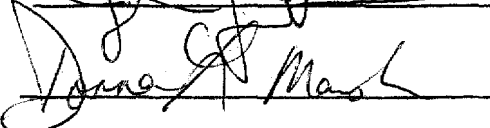
Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

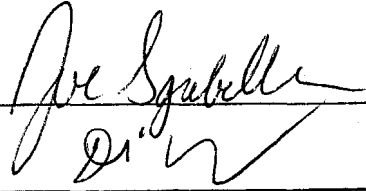
Signed by the parties this 23rd day of Feb, 2007

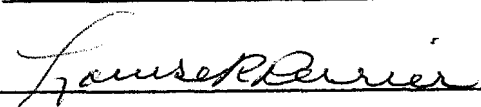
FOR THE COMPANY

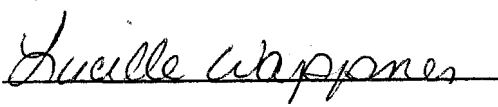




FOR THE UNION







LETTER OF UNDERSTANDING

BETWEEN:

VALBAY HOTEL LIMITED, Thunder Bay, carrying on business as the
VALHALLA INN

AND

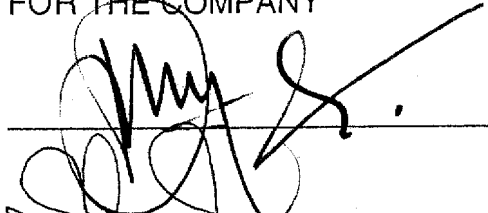
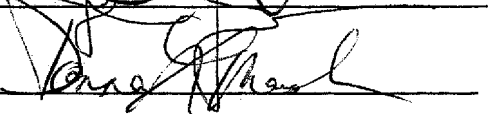
UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 175

Re: Lead Hands

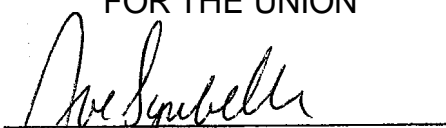
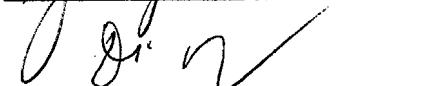
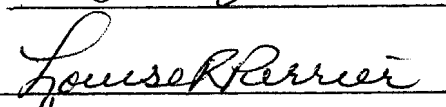
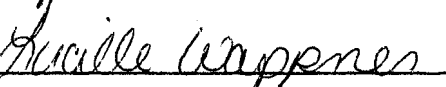
Any person designated as a lead hand shall receive a one (\$1.00) dollar premium for all hours worked.

Signed by the parties this 23rd day of Feb, 2007

FOR THE COMPANY

FOR THE UNION

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