



Collective Agreement

Between

2465855 Ontario Ltd. o/a The Pan Pacific Hotel

(Hereinafter referred to as “the Employer” or “the Company”)

and

Unifor and its Local 112

(Hereinafter referred to as “the Union”)

Term: February 1, 2024 – January 31, 2027

Table of Contents

ARTICLE 1 - PURPOSE	4
ARTICLE 2 - SCOPE.....	4
ARTICLE 3 - RECOGNITION	6
ARTICLE 4 - RELATIONSHIP.....	6
ARTICLE 5 - UNION SECURITY.....	7
ARTICLE 6 - UNION OFFICE.....	8
ARTICLE 7 - RESERVATION OF MANAGEMENT RIGHTS.....	10
ARTICLE 8 - NO STRIKES OR LOCK-OUTS	10
ARTICLE 9 - NEGOTIATING COMMITTEES	11
ARTICLE 10 - SHOP STEWARDS	11
ARTICLE 11 - QUALIFICATION OF STEWARDS	12
ARTICLE 12 - UNIFOR ADVOCATES.....	13
ARTICLE 13 - DISCIPLINE AND DISCHARGE.....	14
ARTICLE 14 - GRIEVANCE PROCEDURE.....	15
ARTICLE 15 - UNION GRIEVANCE	16
ARTICLE 16 - MANAGEMENT GRIEVANCES.....	16
ARTICLE 17 - DISCHARGE CASES.....	16
ARTICLE 18 - ARBITRATION OF GRIEVANCES	17
ARTICLE 19 - WORKPLACE HARASSMENT/DISCRIMINATION/VIOLENCE.....	18
ARTICLE 20 - BULLETIN BOARDS	20
ARTICLE 21 - MUNICIPAL, PROVINCIAL OR FEDERAL LAW.....	21
ARTICLE 22 - SENIORITY	21
ARTICLE 23 - SUBCONTRACTING	26
ARTICLE 24 - LEAVE OF ABSENCE	27
ARTICLE 25 - HOURS OF WORK AND WORKING CONDITIONS.....	28
ARTICLE 26 - OVERTIME REGULATIONS - DAILY BASIS.....	29
ARTICLE 27 - OTHER WORKING CONDITIONS	30
ARTICLE 28 – UNIFORMS AND TOOLS.....	32
ARTICLE 29 - VACATIONS	33
ARTICLE 30 - PAID HOLIDAY PRIVILEGES.....	34
ARTICLE 31 – HEALTH AND SAFETY.....	36
ARTICLE 32 - HEALTH AND WELFARE/WEEKLY INDEMNITY PLAN	37
ARTICLE 33 - BEREAVEMENT LEAVE.....	39
ARTICLE 34 - PENSION PLAN	39
ARTICLE 35 - CASH WAGE PLAN.....	40
ARTICLE 36 - ROOM SERVICE	41
ARTICLE 37 – FOOD AND BEVERAGE OUTLETS	43
ARTICLE 38 - SERVICE DEPARTMENT	44
ARTICLE 39 - BANQUET DEPARTMENT	45
ARTICLE 40 - HOUSEKEEPING DEPARTMENT	53
ARTICLE 41 - CONSTRUCTION WORK.....	54
ARTICLE 42 - RENOVATIONS	55
ARTICLE 43 - UNION FUNDS.....	55
ARTICLE 44 - RETIREMENT	55
ARTICLE 45 - SUCCESSORSHIP	56
ARTICLE 46 - TERMINATION OR MODIFICATIONS	59
LETTER OF UNDERSTANDING #1 - Re: WORK BACK IN-HOUSE	62
LETTER OF UNDERSTANDING #2 - Re: FAIR LABOUR STANDARDS, PRODUCTS AND MATERIALS.....	62

LETTER OF UNDERSTANDING #3 - Re: EQUAL OPPORTUNITY EMPLOYMENT AND DIVERSITY	62
LETTER OF UNDERSTANDING #4 - Re: PARTNERSHIP ON TRAINING AND JOB OPPORTUNITIES	62
LETTER OF UNDERSTANDING #5 - Re: BRAND STANDARDS	63
LETTER OF UNDERSTANDING #6 - Re: EQUAL OPPORTUNITY TRAINING FUND	64
LETTER OF UNDERSTANDING #7 - Re: SUBCONTRACTING/LEASING/CONTRACTING IN AND OUT	64
LETTER OF UNDERSTANDING #8 - Re: LE CONTINENTAL ROOM	64
LETTER OF UNDERSTANDING #9 - Re: DELETED CLASSIFICATIONS	64
LETTER OF UNDERSTANDING #10 RE: PATRON BEHAVIOUR.....	65
LETTER OF UNDERSTANDING #11 RE: PANDEMIC DRUG COVERAGE FOR LAID OFF WORKERS	65
LETTER OF UNDERSTANDING #12 RE: TRANSITION TO COLLEGE OF APPLIED ARTS AND TECHNOLOGY (CAAT) DB PLUS PENSION PLAN.....	65
LETTER OF UNDERSTANDING #13 RE: CASUAL ROOM ATTENDANTS	66
LETTER OF UNDERSTANDING #14 RE: RULE OF 75	66
LETTER OF UNDERSTANDING #15 RE: SERVICE ONE CLOSURE.....	66
LETTER OF UNDERSTANDING #16 RE: SPA.....	68

ARTICLE 1 - PURPOSE

- 1.1 The general purpose of the Agreement is to establish mutually satisfactory relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

1.2 WORKPLACE DIGNITY

The Union and the Employer recognize that all workers in the hospitality industry are deserving of the highest regard and as such, the parties agree that the continued success and operation of the employer's establishment is dependent upon their mutual respect for one another's work. The Union, the Employer, the non-union and union employees will work together to honour the principles of respect and dignity. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Article.

- 1.3 Where used in this Agreement, except where expressed otherwise, all time limits exclude Saturdays, Sundays and Holidays.

ARTICLE 2 - SCOPE

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees at 2465855 Ontario Ltd. o/a the Pan Pacific Hotel save and except Supervisors, persons above the rank of Supervisor, Catering and Sales office, Front Desk and Reservation Clerks, Accounting and Human Resources, Administration, Office Staff and Purchasing.

- 2.2 Where used in this Agreement, the masculine includes the feminine and the singular includes the plural as context requires.

- 2.3 "Full-time Employee" means an employee employed in the bargaining unit who regularly works twenty-four (24) or more hours per week or as amended in 2.6.

- 2.4 "Regular Part-time Employee" means an employee employed in the bargaining unit who regularly works less than twenty-four (24) hours per week or as amended as 2.6.

- 2.5 "Casual part-time employees" are employees who work intermittently as banquet servers when there are not sufficient full-time and regular part-time employees to cover a particular shift.

Casual part-time employees will enjoy the same compensation and benefits as regular part-time employees.

For clarity, a casual part-time employee will only be scheduled after all full-time and regular part-time employees have been offered the available hours of work.

Casual part-time employees will have their own seniority list and be called by seniority.

Casual part-time employees will have the right to refuse available shifts offered to them. However, a casual part-time employee who refuses shifts, or does not respond to the Employer's calls, for six (6) consecutive months will drop to the bottom of the casual part-time list. A casual employee who refuses shifts for one (1) consecutive year or more, or does not respond to the Employer's calls, will be deemed to have resigned from their employment at the Hotel.

When a casual part-time employee begins to offer regular weekly availability as per Article 38.15, they will be added to the bottom of the regular part-time seniority list. When a regular part-time employee chooses to become a casual part-time employee, they will carry their seniority into the casual part-time employee list.

2.6 Articles 25.1, 25.2, 25.4, 29, 30, 33 and 34 shall not apply to part-time employees' classifications except where specified in such schedules.

2.7 For purposes of greater clarity, employees will only change status in accordance with the following:

(a) A full-time employee will become part-time only by mutual consent and will be intermingled into the part-time seniority list based on their classification seniority date.

(b) A part-time employee will become full-time if the employee has worked an average of twenty-four (24) or more hours per week calculated over a twenty-six (26) week period on January 1 and July 1 of each year. The employee will go to the bottom of the full-time seniority list based on their classification seniority date.

Notwithstanding the foregoing, the employee reserves the right to maintain part-time status if they so choose.

(c) In computing hours worked for employees, these shall include: paid holidays, vacations and hours worked in any department of the Hotel. For an employee who has been granted an authorized absence over one (1) month, the hours will be calculated by averaging the previous twelve (12) month period prior to the last day worked.

2.8 BARGAINING UNIT WORK

The Union and the Employer agree that employees not covered by the scope of the agreement will not perform duties that are currently done by employees covered by the

scope of the bargaining unit, except in an emergency, for the purpose of instruction, management training or on an occasional and necessary basis for the purpose of meeting the demands of the service. For clarification, emergency shall be a situation that arises from an unforeseen event, including that caused by the absence of an employee with insufficient advanced notice or unanticipated absenteeism of a significant number of employees. For further clarification, under no circumstances would this provision have the purpose for effect of eliminating any scheduled position, nor would it justify chronic understaffing.

Furthermore, no employees shall lose hours as a result of the placement of any co-op students or trainees.

- 2.9 The Employer will not use agency workers, unless no one is available.
- 2.10 The Employer shall ensure that any new hires within the scope of the Collective Agreement resulting from the creation of new work areas shall become Union members and shall enjoy the appropriate rates of pay and benefits for the classifications concerned.

ARTICLE 3 - RECOGNITION

- 3.1 The Employer acknowledges that the Employees in the unit described above have selected the Union as their sole and exclusive bargaining agent and recognizes the Union as such for all employees in the said unit.

ARTICLE 4 - RELATIONSHIP

- 4.1 The Employer and the Union 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 activity in the Union.

The Employer and the Union agree that there shall be no discrimination or harassment based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability or for any other grounds declared unlawful by Ontario Human Rights legislation. Violation of this provision may result in discipline.

- 4.2 The Parties agree to comply with the *Ontario Human Rights Code*, R.S.O. 1990, c.H.19, as amended.
- 4.3 The Union undertakes that no Union activity shall be carried on in the premises except as otherwise provided herein with respect to visits by Union Officials. The Union shall endeavour to provide seven (7) days' advance notice to the Employer when the Union requires meeting space.

- 4.4 Properly authorized representatives of the Union shall be permitted to enter the premises at all reasonable times for the purpose of interviewing employees and investigating working conditions that may affect the members. Notice upon entering shall be given to a representative of Management. It is understood that such representatives will in no way interfere with the duties of an employee or unreasonably disturb them in the performance of their duties, bearing in mind that Union Representatives have regular duties to perform on behalf of all parties to this Collective Agreement.
- 4.5 There shall be a Labour Management Committee comprised of six (6) representatives of the Union and three (3) representatives of Management. The function of this committee should be to discuss matters of mutual concern to the parties, but it is understood and agreed that the committee will not discuss grievances or utilize the meeting agenda to circumvent the grievance procedure. The committee shall meet on a regular basis or at a time mutually agreed upon by both parties. Workers will be fully compensated for lost time to attend meetings.
- The parties further agree that a regular item for discussion shall be the Employer's uniforms/linen services/first aid and defibrillator purchasing practices. This discussion shall be of an advisory nature.
- 4.6 Union Buttons: All employees shall be permitted to wear the current Union button. Changes to the current union button shall require employer authorization.
- 4.7 It is agreed by the parties that the Union shall have an opportunity to address all new hires immediately after the employee orientation session. A portion of all mandatory staff or department meetings shall be allocated solely to the Union Representative and/or Shop Steward to discuss with employees policies, concerns and upcoming events. For clarity, this does not include pre-shift huddles/briefings.

ARTICLE 5 - UNION SECURITY

- 5.1 The parties hereto agree to compulsory check off for all employees who come within the scope to which this Agreement applies, including probationary employees. Deductions will be withheld for each pay period.

The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an employee, on the employee's first (1st) pay period, such authorization to be completed and signed by the Employee on commencement of employment. All employees coming into the Bargaining Unit shall complete and sign the Union Application Card.

The Employer will ensure that all employees coming into the bargaining unit shall complete and sign a Union Membership Card, and the Employer will give the original signed Union Membership card to the Union. Blank Union Membership cards will be supplied to the

Employer by the Union.

ARTICLE 6 - UNION OFFICE

- 6.1 Accompanying the submission of deductions will be a list of all bargaining unit employees, showing all sums deducted for each employee. The list will be sent in electronic format to the Secretary-Treasurer of the Union or Designate, no later than the 15th day of the month after the deductions are made. The list will contain the following information:
- (a) the amount of dues/initiation fees/assessments deducted from each member;
 - (b) if no sum is deducted for a member, the reasons therefore (i.e. sick, WSIB leave, layoff, resignation);
 - (c) each employee's full-time or part-time status, date of birth, updated address, telephone numbers (including mobile phone number), email, classification, department, house and department seniority date, gross pay, other sources of income, date of change of status if applicable, and wage rate. SIN numbers shall be provided to the Health and Welfare Trust only.
 - (d) On request and with reasonable notice, the Employer will allow the Union to access schedules, timekeeping records and other information reasonably required to satisfy the Union that dues are being deducted correctly, in the prior ninety (90) day period.
 - (e) the aforementioned list will be provided to the Union electronically.
- 6.2 All new employees in positions under the scope of the Union shall, as a condition of employment, become and remain members of the Union. The Union agrees to accept into membership all such new employees.
- 6.3 Any new employee, who is required to be a member of the Union and who refuses to become a member of the Union in his/her first pay period, shall be discharged by the Employer upon receipt of an official notice in writing from the Union to the Employer.
- 6.4 The Employer and Union agree that no officers of the Employer or employees may enter into any contract inconsistent with this Agreement. Any amendment or changes as outlined in this Agreement during its term shall be incorporated only by mutual consent.
- 6.5 It is agreed by the Employer and the Union that this paragraph also covers working conditions, so long as it does not prevent the Employer from maintaining an adequate and qualified workforce or infringe on the Management Rights clause as set out in this Agreement.

- 6.6 It is understood that the amount of initiation fees and dues is determined by the Local Union, or by the National Union, can be changed by the Local Union or by the National Union at any time to comply with such Local or National Union decisions regarding same, and this authorized check-off will hold harmless both the Employer and the Local Union if so directed.

This provision will be applied subject to sixty (60) days' notice in writing, from the Union to the Employer.

- 6.7 At the same time that income tax T-4 slips are made available, the Employer shall type on the slip the amount of Union dues paid by each Union member in the previous year.
- 6.8 Seniority lists are to be provided to the Union every three (3) months, upon request.
- 6.9 The employer will administer its employee-rating plan to promote the development of employees, and not in any way as a means to undermine the collective bargaining position of the Union.
- 6.10 The Union shall notify in writing, with a copy to the Employer, any individual who has been suspended, expelled, or declared to be not in good standing. The Employer will discharge said employee automatically seven (7) days after receipt of the Union notice, unless:
- (a) The Employee's status becomes acceptable to the Union during this period; or
 - (b) The Employee makes a claim in writing to the Employer that the Union's action is unjust and that he requests the matter be taken up through the appeal procedure of the Union.
- 6.11 The Union agrees to defend and hold the Employer completely harmless against all claims and demands, should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making the aforementioned deduction for Union dues.
- 6.12 Nothing in this above Agreement or in the general body of the Contract shall be construed as limiting to any degree the right of the Employer to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the scales; such wages shall be considered to be completely apart from the contract and shall be regarded as premium rate for special skill or ability; such special rates shall not become the basis for a general increase in the scale in classifications concerned.
- 6.13 The Employer agrees to pay for half (½) of the cost of printing the Collective Agreement.
- 6.14 The Employer agrees to comply with the Union's request for separate cheques and records for each of the Union's funds.

ARTICLE 7 - RESERVATION OF MANAGEMENT RIGHTS

- 7.1 The Union acknowledges the exclusive function of the Employer generally to manage the enterprise in which it is engaged and particularly to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, transfer, promote, demote or retire and, with just cause, to suspend, discipline or discharge employees and to increase and decrease the working force in a manner consistent with the terms of this Agreement;
 - (c) the right to determine the direction of the working force, the schedules of work, methods, in order to perform any services that may be necessary to manage the enterprise and its business;
 - (d) it is agreed that the Employer may, at its discretion, issue and enforce from time to time reasonable rules and regulations in order to assure the successful operation of its business. Breaches of such rules by an employee may be cause for disciplinary action;
 - (e) limit, suspend or cease operations, subcontract, or make necessary arrangements due to a change in the Employer's policies;
 - (f) it is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of the Agreement and it is understood that a claim by an employee or employees that the Employer has so exercised these rights shall be proper subject matter for a grievance.

ARTICLE 8 - NO STRIKES OR LOCK-OUTS

- 8.1 The Employer agrees that during the life of the Agreement it will not cause or direct any lock-outs of its employees, and the Union agrees that during the life of the Agreement there will be no strikes or other collective action of employees covered by this Agreement, which will stop or interfere with production or services.
- 8.2 The words "strike" and "lock-out" in this Agreement shall mean "strike" and "lock-out" as defined in the *Ontario Labour Relations Act*.
- 8.3 If an illegal strike occurs the Union will instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner.
- 8.4 The Employer, whenever possible, will provide safe working conditions in the event of any dispute that may arise between any other employer during the life of the Agreement,

provided however, that subject to the above, employees work each and every scheduled workday occurring during this Agreement regardless of any labour strife or problems confronting the Employer or any other employees.

ARTICLE 9 - NEGOTIATING COMMITTEES

- 9.1 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee that will consist of six (6) Union members, a Local Union Representative and a National Union Representative, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement, and the said Committee will co-operate with the Employer in the administration of the Agreement.
- 9.2 Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Employer.
- 9.3 It is clearly understood that the Negotiating Committee is a separate entity and will deal with such matters as are properly the subject of negotiations, including proposals for the renewal or modifications of this Agreement at the proper time as provided for herein.
- 9.4 In accordance with this understanding the Employer will compensate the employees for time spent in negotiating with the Employer at their regular rate of pay, and this does not apply to time spent on such matters outside of regular working hours. For the purpose of interpreting the number of people to receive payment on this committee the employer agrees to pay six (6) people on the negotiating committee. If the Hotel enters into joint negotiations in the future, two (2) people, one (1) gratuity and one (1) non-gratuity employee will be paid. Normal contributions, where relevant, to both the Health and Welfare Trust and the Pension Trust for those hours will be made by the Employer on these hours.
- 9.5 One (1) gratuity earning member of the Negotiating Committee will be compensated for time spent in negotiating with the Employer at the lowest non-gratuity rate in force at the time the next negotiations occur, to a maximum of five (5) days.

ARTICLE 10 - SHOP STEWARDS

10.1 SHOP STEWARDS

The Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of Stewards, one (1) of which would be the Chief Shop Steward for the Hotel, to assist employees in presenting their grievances to the representatives of the Employer. There shall be one (1) additional Shop Steward.

The number of such Stewards and the Department within which each one is to function is determined by the schedule attached hereto:

All F and B Outlets excluding Katsura
Housekeeping/Laundry
Maintenance
Service One
Stewarding
Kitchen
Katsura
Banquets
Bellstand/Doorpersons

The Employer also acknowledges the right of the Union to appoint or otherwise select alternate shop stewards in each of the departments as outlined above.

- 10.2 The Union will inform the Employer in writing of the identity of the Stewards and the Employer will not be obliged to recognize such personnel until it has been so informed.
- 10.3 The Union acknowledges that Stewards, Members of Committees and Union Officers have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without obtaining permission from their Department Head and will give any reasonable explanation which may be requested with respect to their absence. In the event that the Department Head is absent, he/she will appoint an alternative person to act on their behalf.
- 10.4 Where a Shop Steward, Union Committee Member or Union Official employed by the Employer is temporarily absent with permission, as aforesaid, they shall receive their regular straight time rate of pay during such period of absence, provided that the Employer shall not be obliged to make any payment for time spent by a Steward, Committee Member or Union Official outside their regular working hours.
- 10.5 Union Stewards appointed in accordance with the provisions of the Collective Agreement and having at least one (1) year of seniority shall not be sent home or laid-off because of lack of work so long as they are capable and have the skill and ability to perform any work available in their respective departments.

ARTICLE 11 - QUALIFICATION OF STEWARDS

- 11.1 It is mutually agreed that employees shall not be eligible to serve as Stewards or members of the Union Committee established under this Agreement until after they have become permanent employees and have been placed on the seniority list. An employee on lay-off, or on notice of lay-off, cannot be appointed as a Steward.

- 11.2 It is understood that Stewards and other Union Officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, or with other Union business, and that in accordance with this understanding the Employer will compensate such employees for time spent negotiating with the Employer, in handling grievances of employees, and attending meetings of the Grievance Committee, as well as educational seminars, at the regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours.
- 11.3 Payment of Educational Seminars will not exceed three (3) hours per month (non-cumulative). Notwithstanding the above, the Union will be required to notify the Employer three (3) weeks in advance and that it will not prevent the Employer to maintain an adequate and qualified work force.
- 11.4 When a Shop Steward is unavailable to attend an Educational Seminar, the Employer may release the Alternate Shop Steward in that department with full compensation, subject to business demands. The release of an alternate shall not be unreasonably denied.
- 11.5 In addition, the Union may request release time for Alternate Shop Stewards to attend Educational Seminars. The Employer may allow up to one (1) Alternate Shop Steward per month to attend Educational Seminars unless the Employer demonstrates to the Union that the release of a Shop Steward and an Alternate Shop Steward in a single department leads to overtime scheduling in that department or may otherwise negatively impact guest services.

ARTICLE 12 - UNIFOR ADVOCATES

Women's Advocate

- 12.1 Female employees may sometimes need to discuss matters such as violence or abuse at home or workplace harassment with another woman. They may also need to find out about specialized resources in the community such as counselors or other resources to assist them in dealing with these and other issues.

Unifor may appoint a Women's Advocate from amongst the female bargaining unit employees who will meet with female members to discuss problems with them and refer them to the appropriate resources when necessary.

- 12.2 The Union will inform employees about the role of the Women's Advocate and providing contact information as to how the Women's Advocate can be contacted.
- 12.3 It is understood that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When the company is considering disciplinary measures, the Parties agree that in the case of an employee who is in an abusive or violent personal situation, the circumstances surrounding the case will be taken into consideration, including adequate verification from a recognized professional

(doctor, lawyer, professional counselor).

- 12.4 This will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.
- 12.5 It is recognized that men sometimes find themselves in the same situations.
- 12.6 The Women's Advocate will be able to help any member in need regardless of their gender identity or expression.
- 12.7 The Parties acknowledge and agree that any time spent by an employee serving as the Women's Advocate shall be unpaid.

Unifor Racial Justice Advocate

- 12.8 The Parties agree to identify a Unifor Racial Justice Advocate elected or selected by the Local Union, among the employees in the bargaining unit.
- 12.9 The Racial Justice Advocate is an individual who identifies as Black, Indigenous or a Person of Colour (BIPOC).
- 12.10 The Racial Justice Advocate is a workplace representative who will assist and provide support for BIPOC workers.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

- 13.1 The Union and the Employer believe in the concept of progressive discipline and will take appropriate disciplinary action according to the severity and/or frequency of the infraction. Progressive disciplinary action may include but is not limited to written warning, suspension, and or discharge.
- 13.2 The Employer may issue coaching memos with respect to breach of any policy of the hotel. Coaching memos are not considered disciplinary in nature.
- 13.3 Employee warning notices shall be removed from employee files after twelve (12) months, should the offense not be repeated. Employee suspension notices shall be removed after twenty-four (24) months, should the offense not be repeated.
- 13.4 Employees will be granted access to their personnel file. Twenty-four (24) hours' advance notice must be given and the employee must be accompanied by a Shop Steward and a member of the Human Resources Department. The meeting will take place during regular business hours of the Human Resources Department. Should the employee wish to remove or alter any contents of his/her file other than provided for elsewhere in this Contract, the grievance procedure must be invoked.

- 13.5 Discipline and discharge notices issued to Employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Employer is aware of the event leading to his/her actions and has a reasonable period of time to investigate the matter. A copy shall be signed by a Management Representative and the Employee will be required to sign such notices as acknowledgement of receipt of same. The signing of this notice is not an admission of guilt.
- 13.6 If an employee has any complaint or question, which they wish to discuss with the Employer, they shall take the matter up with their Department Head and they shall be accompanied by their Department Steward if they require such assistance.
- 13.7 In all cases of discipline (including discharge), the Employer will ensure that the employee is provided the opportunity to have the assistance of their departmental Shop Steward. If their departmental Shop Steward is not on site, another Shop Steward who is on site will attend. Should the employee not wish to have Union representation, they will sign a waiver.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 It is a mutual desire of the parties hereto that complaints of employees shall be adjusted within seven (7) days of incident.
- 14.2 It is generally understood that an employee has no grievance until they have first given their Department Head an opportunity to adjust their complaint.

Step No. 1:

Within five (5) business days following the response of the complaint, the Union Steward shall state the grievance of the employee, or employees in writing, and shall deliver a copy to the immediate department head of the employee concerned. After such discussion as is necessary, the department head shall state their decision or their refusal to make a decision in writing with appropriate reason and deliver a copy to the Union Steward within three (3) business days, or a time mutually agreed upon.

Step No 2:

- (a) Within five (5) business days of the Step 1 response, a meeting shall take place between Union Representative(s) and a manager, and/or a senior member of management who has not previously been involved in the case. If the grievance is not then settled to the satisfaction of both parties within a period of two (2) business days or within any longer period as may be mutually arranged at the time, then at the request of either party to this Agreement, the grievance may be referred to arbitration.

- (b) If arbitration is to be invoked, the request for arbitration must be made in writing within ten (10) business days (excluding Saturdays, Sundays and Statutory Holidays) or within any longer period as may be mutually agreed in writing, after the grievance has been dealt with in Step No. 2, and the Parties will make every effort to fully disclose all documentation prior to arbitration.

ARTICLE 15 - UNION GRIEVANCE

- 15.1 If an employee or group of employees has a complaint or grievance, but fail to take up the complaint or grievance or exercise the General Grievance Procedure, the Employer acknowledges the Union's right to make representation on their behalf, within a ten (10) day period of such incident.
- 15.2 If such a complaint is not settled to the mutual satisfaction of the conferring Parties, it may be referred to arbitration in the same way as the steps of the grievance procedure of an employee. The Union may refer the grievance to Step 2 or arbitration without going through all steps of the grievance procedure.

ARTICLE 16 - MANAGEMENT GRIEVANCES

- 16.1 It is understood that the Management may bring forward at any meeting held with the Union Representative any complaint with respect to the conduct of the Union, its Officers, Representatives, or Stewards, and that if such complaint by Management is not settled to the mutual satisfaction of the conferring Parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of any employee.
- 16.2 It is agreed between the Parties that it will not be necessary to hold regular scheduled meetings, provided that the Parties may mutually agree to hold a special meeting at any time.

ARTICLE 17 - DISCHARGE CASES

- 17.1 The Union acknowledges that probationary employees may be disciplined or discharged where, in the sole opinion of the Employer, the employee's performance, conduct, attitude, attendance or appearance is unsatisfactory, provided that in making such an evaluation the Company does so in good faith.
- 17.2 A claim by a permanent employee that they have been unjustly discharged from their employment shall be treated as a grievance, if a written statement of such grievance is lodged with the General Manager of the Hotel within five (5) days after the employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.

- 17.3 Such special grievances may be settled by confirming the Employer's action in dismissing the permanent employee or by reinstating the employee with full compensation for time lost or by any other arrangement, which is just and equitable in the opinion of the conferring Parties.
- 17.4 When an employee has been dismissed or if dismissal and resignation have been discussed, the Employer will inform the employee of their right to interview a Shop Steward for a reasonable period of time before leaving the premises.
- 17.5 No employee shall be disciplined or discharged on their day off. In any event, the Employer reserves the right to instigate disciplinary action should an employee engage in misconduct while on Employer's premises on their day off.

ARTICLE 18 - ARBITRATION OF GRIEVANCES

- 18.1 If Arbitration is to be invoked, the request for Arbitration must be made in writing within ten (10) calendar days after the grievance has been denied at Step 2.
- 18.2 When either Party requests that a grievance be submitted to Arbitration, they shall make such request in writing to the other Party in this Agreement and at the same time recommend one or more Arbitrators. Within ten (10) days, thereafter, the other party shall select one (1) of the recommended Arbitrators or suggest a new list from which the other Party may select one of the recommended Arbitrators. If the Parties are unable to agree upon a single Arbitrator, they shall then request the Ministry of Labour for the Province of Ontario to assist them in selecting an impartial Arbitrator within a thirty (30) day period.
- 18.3 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 18.4 The Parties shall jointly bear the cost of the single Arbitrator, if any.
- 18.5 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.
- 18.6 No matter may be submitted to Arbitration, which has not been properly carried through all of the previous steps of the grievance procedure.
- 18.7 The proceedings of the Arbitrator will be expedited by the Parties hereto and the decision of the Arbitrator will be final and binding on the Parties hereto.
- 18.8 At any stage of the grievance procedure including mediation and Arbitration, the conferring Parties may have the assistance of the employee or employees concerned and any witnesses and all reasonable arrangements will be made to permit the conferring Parties to

fully investigate all circumstances.

- 18.9 The Parties may extend any time limits by mutual consent; the request of such extension and the answer shall be in writing. Such requests shall not be unreasonably denied.

ARTICLE 19 - WORKPLACE HARASSMENT/DISCRIMINATION/VIOLENCE

- 19.1 The Company and the Union are committed to providing a workplace free from discrimination, harassment or violence. It is expected that all persons treat each other with respect and courtesy and must not engage in harassment or discrimination based on prohibited grounds and contrary to the *Human Rights Code* or any other applicable legislation.

WORKPLACE HARASSMENT DEFINED

- 19.2 Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome," that denies individual dignity and respect on the basis of the grounds such as: gender, age, disability, race, colour, sexual orientation or other prohibited grounds.
- 19.3 Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. Workplace harassment includes, but is not limited to the following examples:
- (a) Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, attire or gender, racial or ethnic background, colour, place of birth, sexual orientation, citizenship or ancestry;
 - (b) Practical jokes, which cause awkwardness or embarrassment;
 - (c) Posting or circulation of visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, cartoons or graffiti;
 - (d) Refusal to work, converse or share facilities with another employee because of their racial background, sexual orientation, gender, etc.;
 - (e) Unwanted sexual solicitation or advances and physical conduct such as touching, patting, or pinching;
 - (f) Backlash or retaliation for the lodging of a complaint or participation in an investigation.
- 19.4 Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct

that does not undermine the dignity of the individual.

- 19.5 A complaint pursuant to the Workplace Harassment Policy may involve union employee(s) non-union employee(s) or both.

WORKPLACE DEFINED

- 19.6 For the purpose of this Article, the workplace is defined as any Company premises and includes areas such as the hotel, any of its grounds, parking lots and Company gatherings/events.

FILING A COMPLAINT

- 19.7 If an employee believes that they have been harassed or discriminated against or that they have been the subject of threatening or violent behaviour, the employee should take the following steps:
- (a) Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome and request that they stop the unwanted behaviour. It is advisable to document the incident, complete with times, dates, location, witnesses and details of the incident;
 - (b) If the unwanted behaviour continues, or if the employee is reluctant to confront their harasser, the employee may bring the incident forming the basis of the complaint directly to any Union/Company Representative.
 - (c) The parties may attempt to resolve a harassment or discrimination complaint prior to referral to the Joint Committee. If resolved, the outcome will be documented and kept on file by both the Union and the Company. If the matter remains unresolved, the employee may submit the complaint in writing to the Joint Committee.

INVESTIGATION

- 19.8 The Joint Committee will be comprised of one (1) representative selected by the Company and one (1) representative selected by the Union. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the Joint Committee will include at least one woman. All complaints will be investigated promptly and the investigation shall be completed within fifteen (15) working days from the date the written complaint was submitted, unless an extension is mutually agreed by the parties. It will include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents will also be reviewed. To the fullest extent possible, the investigation, and any findings from the investigation will remain confidential.

RESOLUTION OF COMPLAINT

- 19.9 The Joint Committee will then complete the report on the findings of the investigation. A copy of the report will be forwarded to the General Manager and the Union Chairperson. Within five (5) days the General Manager and the Union Chairperson will then attempt to agree on what action, if any, should be taken as a result of the complaint and the findings of the Joint Committee. The Union's National Representative and/or Local Union President may be involved in these discussions. Any agreed action will then be implemented. If there is no agreement, the Company or Union reserves the right to take action as it deems appropriate, subject to the Collective Agreement. Every effort will be made to reach a resolution which is fair and consistent with the Company and National Union workplace discrimination and harassment policies.
- 19.10 The pursuit of frivolous allegations through this procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and may be the subject of disciplinary action by the Company.
- 19.11 All employees have the right to file a complaint with the Ontario Human Rights Tribunal and to seek redress under the Ontario *Human Rights Code*.
- 19.12 The Company will grant two (2) Union Representatives a three (3) day unpaid leave of absence to attend the Unifor Harassment Investigation Training Program. The Union will give the Company at least fourteen (14) days' written notice of the leave request. This leave is applicable one time over the life of the Collective Agreement.

ARTICLE 20 - BULLETIN BOARDS

- 20.1 The Employer will provide bulletin boards outside the employee cafeteria for the convenience of the Union for posting notices of Union activity. All such notices must be signed by the proper officer of the Local Union, and submitted to the Director, Human Resources for his/her approval before being posted.
- 20.2 It is recognized by the Parties that from time to time the Union may have notices which they may wish to address to one specific department of the Hotel, should a bulletin board be available in said department and the notices are in the form of information only.

Under these circumstances, the Union will present to the Director, Human Resources said notices for his/her approval and the Director, Human Resources will post the notice. Removal date of said notices will be agreed upon at the time of approval by the Director, Human Resources.

- 20.3 In addition to posting on bulletin boards, the Employer may provide notices to Employees via electronic means.

ARTICLE 21 - MUNICIPAL, PROVINCIAL OR FEDERAL LAW

- 21.1 It is understood that any changes in Municipal, Provincial or Federal law which may void any individual portions of this Agreement will be complied with, yet will not be construed to void the remainder of this Agreement.

ARTICLE 22 - SENIORITY

- 22.1 A full-time employee will be considered on probation and will not be placed on a seniority list until after they have completed a total of fifty (50) working days worked. A part-time employee will be considered on probation and will not be placed on a seniority list until after they have completed a total of four hundred (400) working hours worked.
- 22.2 Seniority lists based upon the date on which employees commenced to work in the Hotel shall be established for each department and food and beverage outlet and will be supplied to the Union every three (3) months or as requested.
- 22.3 An employee shall lose all seniority and shall be deemed to be terminated if they:
- (a) voluntarily quit;
 - (b) are discharged for just cause and not subsequently reinstated;
 - (c) are laid-off and fail to return to work within five (5) calendar days after receipt of the Employer's notice by registered mail to return to work;
 - (d) fail to report for three (3) consecutive working days without a satisfactory reason;
 - (e) are laid-off for a period seventy-eight (78) weeks. The individual may be retained on the seniority list with the consent of the parties to this Agreement, which shall not be unreasonably withheld;
 - (f) use a leave of absence for purposes other than which it was granted, including working for another employer while on a leave of absence without the approval of the Employer;
 - (g) fail to return to work or notify the Hotel of their intention to return to work within five (5) business days, not including Saturdays, Sundays and Holidays upon receipt of notice of recall. It is understood that the Hotel shall call said employee and send notice of the recall by courier service to the last known address of the employee;
 - (h) retire.

22.4 When an employee is transferred to another department or food and beverage outlet in the Bargaining Unit, they shall retain house seniority, however, unless the transfer is of a temporary nature for the probationary period or less, they must start accumulating seniority in that new department or food and beverage outlet. When the transfers are for less than the probationary period and the employee is returned to the original department or food and beverage outlet within that period of time, the seniority for that employee will continue to accumulate in the original department or food and beverage outlet during the employee's absence.

22.5 TEMPORARY TRANSFERS

In the event an employee is assigned to a job other than that to which they are permanently assigned for a minimum of one (1) hour or more, they shall receive their own rate or the rate of the job to which they are assigned, whichever is higher, for all hours worked in the assigned position.

22.6 An employee cannot be transferred or assigned to a job outside of their department or food and beverage outlet unless by mutual agreement. Such agreement shall be in writing between the employee and Supervisor. The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, such as a flood, electrical power outage, a fire, etc. (i.e. a breakdown beyond the control of management).

22.7 So long as a full-time position exists there shall be no splitting of that position into two (2) or more part-time positions without the permission of the Union.

22.8 JOB POSTINGS

(a) Should a position become available and a replacement is required, the Company will post the availability of the position for seven (7) calendar days on the bulletin boards within the department in which the vacancy arises, outside the Human Resources office and in the cafeteria, the availability of the position.

A vacancy occurs when:

1. a new position is created;
2. an employee is permanently transferred, promoted or demoted;
3. an employee resigns or is terminated by the Employer and is not reinstated through the grievance procedure.

(b) Departmental seniority will be the governing factor in cases of promotions, demotions or upgrading of employees where all other factors, including skill, ability and efficiency are relatively equal. Where there are no successful applicants from within the department, employees in other departments shall be considered for

such job postings.

- (c) Employees wishing to fill vacant positions shall make their applications in writing, within the seven (7) calendar day period of posting. If no application is received from a qualified employee within the Department or Food and Beverage Outlet of the vacancy, applications from employees in other Departments or Food and Beverage Outlets, who have completed their probationary period and/or trial period, shall be given due consideration.

In so doing, the employer shall consider an employee's prior training.

- (d) For applicants within the Department or Food and Beverage Outlet, where all other factors including skill, ability and efficiency are equal, department seniority shall be the governing factor.
- (e) For applicants outside the Department or Food and Beverage Outlet, where all other factors including skill, ability and efficiency are equal, house seniority shall be the determining factor. Furthermore, the parties agree that qualified internal applicants have preference over qualified external applicants.
- (f) This clause shall not prevent the company from maintaining an adequate and qualified workforce.
- (g) The successful applicant will be placed in the vacancy for a trial period not exceeding fifteen (15) working days worked and if the employee proves satisfactory, then he/she will be considered permanently assigned to the vacancy. During the trial period, the employer or the employee may decide that the transfer is not successful in which case the employee will have the right to return to the previous position. Should a new employee be hired, then the termination provision of Article 22.21 will apply.
- (h) Employees who successfully transfer from one department to another through the provisions of this Article shall be ineligible for any other transfer for a period of six (6) months.
- (i) When necessary, the Employer may fill the vacant position while determining the result of the position posting. The employee filling the position on a temporary basis will have the opportunity to bid for the position.

22.9 SENIORITY

House seniority applies to benefits. Classification seniority within the department applies to entitlements such as who gets choice of available days off, vacation, and shift preference. Job seniority by classification applies to lay-offs.

- 22.10 Departmental seniority will be the governing factor (see Article 22.9) in cases of promotions, demotions or upgrading of employees where all other factors including skill, ability, and efficiency are equal.
- 22.11 Where it is necessary to reduce the work force in a department or food and beverage outlet, job classification seniority will be the guiding factor.
- 22.12 When recalling employees to work after lay-off, they shall be recalled in inverse order to that in which they are laid-off.
- 22.13 In the case of a lay-off in any one department or food and beverage outlet for a period that exceeds two (2) normal work weeks, employees with more seniority will have the right only to bump employees with less seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available following the two (2) week waiting period, provided they are willing to do the job and they have the skill, ability, and efficiency to do the job of the employee they are bumping. Where an employee bumps from a higher rated classification to a lower one, the lower rate shall apply.
- 22.14 It is agreed that a no-fault position will exist if the term of lay-off, and its subsequent effects as described in the above paragraphs should vary due to the peculiarities of the hotel industry. Should this provision be applied, it is understood that each department or each food and beverage outlet will stand on its own as a department.
- 22.15 Part-time employees have seniority only within the part-time classification. Part-time employees are scheduled after full-time employees.
- 22.16 It is recognized that Shop Stewards in a department or food and beverage outlet represent classifications in that department or food and beverage outlet under the Union scope of the Collective Agreement and the Parties agree where Shop Stewards are appointed in accordance with the provisions of the Collective Agreement and having at least one (1) year's seniority shall not be sent home or laid-off because of lack of work except where all the employees in their department or food and beverage outlet have been laid-off.

In the event this provision is applied it is understood the Employer will have the right to lay off the remaining employees in accordance with their seniority in that department or food and beverage outlet. It is further agreed that at no time will Union Steward seniority supersede that of their immediate supervisor.

- 22.17 Employees who are laid-off will be retained on the Employer's seniority list for a period of seventy-eight (78) weeks, after which they may be struck from or be retained on their list with the consent of the Parties to this Agreement, which shall not be unreasonably withheld. Should employees be laid-off due to renovation it is understood that the Employer shall recall laid-off employees when the renovation is completed.
- 22.18 It shall be the duty of the employee or laid-off person to notify the Employer's Human

Resources department promptly, in writing, of any change in his/her address or telephone number. If an employee or laid-off person shall fail to do this, the Employer shall not be responsible for the failure of the notice to reach him/her and any notice which appears on the employee's personnel records shall be conclusively deemed to have been received by the employee or laid-off person on the fifth (5th) day after it was sent.

22.19 PERMANENT CLOSURES

Should the Hotel close a food and beverage outlet permanently, the affected employee may exercise their seniority and displace an employee in an equal or lower classification, in another comparable food and beverage outlet, with lesser classification seniority providing the employee has the skill, ability, and efficiency to do the job. The employee must be willing to assume the shift of the displaced employee. Where skill, ability, and efficiency to do the job are equal then classification seniority will be the governing factor and the employee shall retain house seniority, while being required to accumulate departmental seniority in their new occupation.

The Employer will give the Union and employees advanced notice before any permanent closure takes effect.

Should the Hotel close a department, the Employer will undertake to place the affected employee into another department, if a position is available and the employee has the skill and ability to do the work involved. Where skill and ability are equal, then seniority will be the governing factor and the employees shall retain their house seniority while being required to accumulate their departmental seniority in their new position.

Should no suitable position be available then the affected employee shall have the following options:

- (a) The employee may elect to stay on the seniority list for a period of fifty-two (52) weeks and be subject to recall for suitable employment as noted above.
- (b) The affected employee may elect to accept severance pay in accordance with the *Employment Standards Act* for the Province of Ontario and be removed from the seniority list.

22.20 The parties agree and say as follows:

- 1) In the event of a Permanent Closure Article 22.19 applies.
- 2) In the event of a Temporary Closure of thirty (30) days or more within a Department and/or Food and Beverage Outlet, the affected employee(s) will have the option of assuming any currently available positions within the Hotel for which the said employee(s) would have the ability to perform such work until their former position becomes available.

- 3) Should no such position(s) be available the affected employees shall have the options as set out in Article 22.19.

22.21 If any full-time employee is to be absent for thirty (30) days or more, the vacancy shall be posted as per Article 22.8 Job Postings. Upon completion of the period of absence the employee concerned will be returned to their former position. If a new employee was hired, the person shall be terminated and this will not be subject to a grievance.

ARTICLE 23 - SUBCONTRACTING

23.1 Notwithstanding the terms and conditions in the Management Rights clause (subcontracting), to further clarify the intent of the parties to this Agreement, should Management exercise their prerogative of subcontracting a job listed within the article of cash wage rates (Article 35). Management will otherwise assign or offer alternative employment to the displaced person(s) providing such person(s) are willing to accept the position and working conditions that are available and management is not restricted in maintaining a fully qualified work force as a result.

23.2 Notwithstanding the above, the Parties further agree the person(s) affected by the application of this section of the Agreement will not receive a lesser rate of pay as shown in Article 35 than that received at the time the position change was made. It is further understood and agreed that this section is not applicable when management is closing an area for a reasonable period of time that is to be renovated or refurbished.

23.3 The Employer agrees to negotiate regarding the ramifications of subcontracting with a Union Office prior to implementation. For clarity, nothing in this provision restricts management's right to contract for services that are not currently covered by the scope of the bargaining unit as described in Article 2.1.

23.4 If a food and beverage outlet is to be leased, the Employer will advise those affected employees immediately so that they may join the new employer or elect to seek alternate employment within the Hotel in accordance with Article 22.20. However, it is understood that notice to those affected employees will not be less than seven (7) days.

23.5 The Employer will, prior to the commencement of the lessee's term, arrange a meeting between the Union, the lessee, and the Hotel. The purpose of the meeting is to inform the lessee of his obligations concerning the collection and submissions of union dues, and the payment of health and welfare, and pension monies. In the event of a dispute arising from non-payment on the part of the lessee, the Hotel, without assuming any of the lessee's liabilities, will endeavour to assist the Union in collecting monies owing.

23.6 Notwithstanding the right of the Employer to subcontract work, the Employer will nevertheless provide the employees with ninety (90) days' written notice prior to the

effective date of any subcontract.

ARTICLE 24 - LEAVE OF ABSENCE

24.1 PERSONAL LEAVES OF ABSENCE

Personal leaves of Absence without pay and benefits as herein provided shall be in writing and granted at the Employer's discretion. Such requests shall not be unreasonably denied. Any person who is absent with written permission shall not be considered laid-off, and their seniority shall continue to accumulate.

An employee who works for another employer while on a Leave of Absence as herein provided shall be deemed to have terminated their employment, provided that such proof of employment can be produced by the Employer.

24.2 STATUTORY LEAVES OF ABSENCE

Statutory leaves will be granted in accordance with applicable legislation. The Employer reserves the right to ask for reasonable documentation to support statutory leave requests.

24.3 REQUEST PROCEDURE

Requests for Leave of Absence must be made in writing to the Manager as early as possible, but no later than two (2) weeks prior to the desired date of commencement of such leave. The request must state date of commencement, duration of Leave of Absence and reason for requesting the Leave.

24.4 The Employer will reply in writing to the employee within seven (7) days after receipt of the request for Leave of Absence.

24.5 JURY DUTY

Employees serving as jurors will receive full pay while absent from work on jury duty. The employees will present proof of service and will turn over to the Employer the payment, excluding traveling, meals and other expenses they received for said jury services.

24.6 UNION LEAVES AND TRAINING

- (a) The Employer shall grant Leave of Absence without pay to employees to attend Union conventions, seminars, education classes, or other Union business.
- (b) In requesting such Leave of Absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Employer.

- (c) The request will not involve more than four (4) employees at any one time and not more than one (1) employee from any one department.
- (d) With regard to such leave of absence as in (a) above, the Union will pay the employee's wages directly.
- (e) Any employee elected or appointed to a full-time Executive position within the Union will be granted a Leave of Absence without pay and benefits as herein provided for a period of one (1) year.

24.7 PERSONAL EMERGENCY LEAVES

In cases of emergency (for example, severe illness or death of a family member out of the country), the Employer agrees to grant leaves of absences wherever possible and it is understood that the requirement for two (2) weeks' notice may be waived in emergency situations.

24.8 PREGNANCY AND PARENTAL LEAVE

Employees shall be entitled to pregnancy and parental leave in accordance with the Ontario *Employment Standards Act*, 2000.

ARTICLE 25 - HOURS OF WORK AND WORKING CONDITIONS

- 25.1 The normal workweek in all departments of the Hotel shall be forty (40) hours per week. The forty (40) hour week shall consist of five (5) days per week and eight (8) hours per day.
- 25.2 Work schedules shall provide employees with two (2) consecutive days off each week, with possible exceptions in some departments where arrangements are made, subject to the approval of both Parties.
- 25.3 Departmental weekly work schedules shall be posted not less than three (3) days prior to the scheduled period. Where a schedule is revised with less than four (4) days' notice, the employees concerned shall be advised personally or by telephone or by text message only; if such personal contact occurs less than two (2) days before the scheduled period, the employee shall have the option of accepting or refusing the particular shift.

Revisions to schedules will be posted as soon as they are made.

The posting of schedules does not constitute any guarantee that work will be available. In the event of lost time due to lay-off in a department or group, work may be offered to employees on their scheduled days off at their regular hourly rate of pay in order to make up such regular time lost.

- 25.4 The Employer agrees to schedule as many eight (8) hour shifts as possible, after this is done, the Employer may schedule, if necessary, shifts of less than eight (8) hours. Employees who are scheduled to work less than eight (8) hours per day will not be scheduled less than four (4) hours. Should a full-time employee, working short schedule, elect to work other shifts that may come available due to unexpected business, then the parties agree the Hotel will not be required to make any overtime payments to accommodate their requested changes in days off or shift changes.
- 25.5 Part-time employees will be guaranteed a four (4) hour reporting for work allowance in accordance with the above.
- 25.6 The Union agrees that this provision will not apply in the event that a major plant occurs, a flood, electrical, fires, etc., a breakdown beyond the control of Management. The reporting for work allowance is as described above, notwithstanding Articles 25.1 or 25.4 of this Agreement.
- 25.7 In the event of a work shortage or a decline in workload in any given classification, employees within the classification may volunteer, upon management's request, to leave prior to the scheduled departure time, provided the employee has received the reporting pay or pay in lieu thereof. Preference shall be given to senior employees.
- 25.8 In the event of a drastic decline, beyond the control of management, and in the event that no employee has departed as outlined in Article 25.7, employees may be compelled to depart in inverse order of classification seniority, provided that the employee has received the reporting pay or pay in lieu thereof and that there is at least one (1) other employee in the classification remaining to perform work.
- 25.9 All employees are expected to work the hours for which they are scheduled. If they are required to stay beyond the scheduled end time, they will require permission in advance and if permission is granted, hours worked will be paid in accordance with the collective agreement.
- 25.10 The Parties agree that whenever two (2) or more employees are scheduled on the same day, the most senior employee will be assigned the longer shift.

The Parties also agree that if a full-time and part-time employee are both scheduled on the same day that the full-time employee will be assigned the longer shift.

ARTICLE 26 - OVERTIME REGULATIONS - DAILY BASIS

- 26.1 Employees shall receive for hours of work in excess of eight (8) hours of work daily, or forty (40) hours weekly, overtime pay at the rate of time and one half (1½) of their hourly rate for hours of work and all overtime will be assigned by seniority whenever possible.

- 26.2 Servers and Bartenders shall complete service for on guests, notwithstanding the fact that the employee has reached their quitting time, and such additional time shall be paid at the employee's regular rate for the first half hour and at time and one half (1½) their regular rate for all time after the first half hour.
- 26.3 Each employee must obtain from his or her Department Head authorization in writing in advance of his or her overtime work before overtime money will be paid.
- 26.4 Any work performed on the sixth (6th) or seventh (7th) consecutive day shall be paid for at the rate of time and one half (1½) of his or her regular hourly rate of pay.
- 26.5 It is agreed by the parties that if an employee requests a change in their scheduled days off (as provided for under the Seniority Clause) or requests to work on their scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6th) or seventh (7th) day, the Employer shall not be required to pay overtime rates to honour this request.
- 26.6 Scheduled overtime hours shall be offered first to all employees within a department or food and beverage outlet by seniority, before an employee from outside of the department or food and beverage outlet can be transferred or assigned to a job within the department or food and beverage outlet.
- 26.7 All overtime opportunities will be offered first within a Departmental (F and B) classification (by classification seniority). It is understood that overtime will not be offered until employees within the departmental classification who have not received forty (40) hours per week are first given an opportunity to work (in order of classification seniority).

ARTICLE 27 - OTHER WORKING CONDITIONS

- 27.1 Employees must scan in and out in their department in full uniform ready to commence their duties. No allowance will be made for time on the time records prior to the regular starting time, without authorization by a Department Head. Unless the Department Head's authorization is secured on each occasion, the additional time shown on the time record at the commencement of a work period will be considered as time not worked.
- 27.2 If an employee scans out late, it will be assumed that the employee was delayed for personal reasons and the time shown on the time card beyond the regular quitting time is the employee's personal time.
- 27.3 Employees neglecting to scan in and out at all required times throughout working hours may be subject to disciplinary action.
- 27.4 Employees will be given one fifteen (15) minute rest period for the first four (4) hours

scheduled to work, and worked. Should the employee be scheduled for a second four (4) hours in any one day, then they will be given a second fifteen (15) minute rest period during that four hours. These rest periods will be taken at a time determined by the Company and will be consistent with efficient operations in each work area of the Hotel and will not be cumulative and not paid if not taken.

- 27.5 All employees who are scheduled for five (5) hours or more shall be entitled to an unpaid half (½) hour lunch break.
- 27.6 The Employer shall contribute sixty-three cents (\$0.63), per hour worked, per employee, (excluding paid holidays, vacation, sick leave, WSIB, and any other authorized leave of absence from work), towards a meal allowance, to be used at the discretion of the employee. The price of such meal allowance will be added to the employee paystub as a meal allowance line item.

Employee Cafeteria Area

The Employer will make refrigerators and microwaves available for employees, in the employee cafeteria room. Employees will be expected to provide their own eating/serving utensils.

The Employer will assign a Kitchen Helper or Steward to set up and maintain a complimentary beverage station of coffee, tea and water in the cafeteria. The Employer will provide disposable cups and lids for the employee's use.

The Employer will assign a Cleaner to maintain the cleanliness of the employee cafeteria room.

Notwithstanding the above, the parties agree that meal breaks will be taken on the employee's own time. The employee will have thirty (30) minutes for their meal break, which they can combine with max one (1) of their fifteen (15) minute breaks, for a total of forty-five (45) minutes available for a meal break, provided that the employee works a minimum five (5) consecutive hour shift.

Notwithstanding anything else in this Agreement (CBA), this article is effective from January 1, 2022.

- 27.7 When an employee is scheduled to report to work and they absent themselves, management will have the right to inquire as to the reasons for their failure to report. The Employer will not request a doctor's note for absences of less than three (3) days, except when there is a demonstrated pattern of absenteeism.
- 27.8 All cases of absence must be reported to the Department Head or Manager on Duty if the Department Head is not available, on the first day within a period of three (3) hours prior to the normal reporting time of the employee concerned.

- 27.9 Authorized attendance at employer training sessions, including Health and Safety, emergency and guest service or departmental meetings which occur above eight (8) hours worked in one day or forty (40) hours worked in one week, will be paid at straight time rates. An employee who is not scheduled to work on a particular day and is required to report for a training session shall be paid a minimum of three (3) hours.

27.10 TECHNOLOGICAL CHANGES

Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery.

Where new or greater skills are required than are already possessed by employees affected by a technological change, such employees shall be given a reasonable period of training, during which they may acquire the skills necessitated by the technological change. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be performed in the Hotel during the hours of work whenever possible.

If by reason of a technological change the employee cannot be retrained, the employee may elect to seek alternative work within the Hotel in accordance with Article 22.20.

ARTICLE 28 – UNIFORMS AND TOOLS

- 28.1 Uniforms or special style of clothing and special equipment, if necessary, if required by the Employer shall be furnished, laundered, cleaned and kept in repair by the Employer at no cost to the employee, and the Employer agrees to maintain adequate and clean facilities for the uniforms or special style of clothing.
- 28.2 Any change at the Hotel from the standards in effect as of the date of ratification in the style of uniforms that would require supporting colour-coordinated garments would be a subject of discussion with the Union.
- 28.3 Every full-time employee shall be supplied with at least two (2) uniforms and every part-time employee shall be supplied with at least one (1) uniform.
- 28.4 The Hotel will provide a Shoe Allowance for employees in the Maintenance and Banquet Houseperson classifications. Upon receipt of proof of purchase, these employees will be reimbursed one hundred dollars (\$100.00) per calendar year.

The Hotel will provide a Shoe Allowance for employees in the Kitchen, Stewarding, Katsura Kitchen, and Stores/Receiving. Upon receipt of proof of purchase, these employees will be

reimbursed seventy-five dollars (\$75.00) per calendar year.

- 28.5 Hotel will offer tool replacement for Maintenance only, on replacement of tools broken during the course of their work.
- 28.6 Knife sharpening will be provided by the Hotel to kitchen cooks.
- 28.7 The Employer will provide up to seventy-five dollars (\$75) per calendar year, upon providing proof of purchase of a replacement knife.

ARTICLE 29 - VACATIONS

- 29.1 All full-time regular employees of the Employer who have completed one (1) year of continuous service with the Employer, but less than five (5) years in their anniversary year shall receive two (2) weeks' vacation with four percent (4%) of gross wages.
- 29.2 All full-time regular employees of the Employer who have completed five (5) years of continuous service with the Employer, but less than twelve (12) years in their anniversary year shall be entitled to three (3) weeks' vacation, with six percent (6%) of gross wages.
- 29.3 All full-time regular employees of the Employer who have completed twelve (12) years or more of continuous service with the Employer shall receive four (4) weeks' vacation with eight percent (8%) of gross wages.
- 29.4 All full-time regular employees who have completed twenty-one (21) years or more of continuous service with the employer, shall receive five (5) weeks' vacation with ten percent (10%) of gross wages.
- 29.5 (a) Vacation Pay is accrued in the year preceding the date the employee is entitled to an additional week's vacation as per Articles 29.2, 29.3 and/or 29.4 above.

(b) Vacations shall be granted within ten (10) months following the date on which an employee qualifies.
- 29.6 Due to the peculiarities of the Hotel business, it is recognized that during certain periods, minimum scheduling of vacations is necessary, therefore, the Employer may grant vacations so as it does not prevent the Employer from maintaining a qualified and adequate work force.
- 29.7 Vacation credits shall not be cumulative from year to year.
- 29.8 It is agreed by the Parties that the Hotel will retain its present system of payment for vacation wages for part-time employees for the duration of this Agreement.

All part-time employees shall receive their vacation pay in the last pay period in June of each year.

- 29.9 The usual deductions from an employee's pay will be deducted from the employee's vacation money.
- 29.10 All full-time employees with the greatest length of continuous service will be given first choice of vacation dates, provided the Employer shall be entitled to maintain a qualified and adequate workforce.
- 29.11 The Employer will arrange for a vacation schedule to be posted by department by February 1st of each year.
- 29.12 The vacation schedule in its final form will be posted by department by March 31st of each year. Vacations requested by employees after the approved schedule has been posted will be subject to availability only on a first request basis.

ARTICLE 30 - PAID HOLIDAY PRIVILEGES

- 30.1 (a) The Hotel will grant to all full-time regular employees within the scope of the contract prior to the holidays concerned, and who work all of their last regularly scheduled day of work before the public holiday and all of their regularly scheduled day of work after the public holiday, pay for days listed:

New Year's Day	Good Friday	Victoria Day
Canada Day	Labour Day	Thanksgiving Day
Christmas Day	December 26	Family Day

- (b) In addition, all full-time regular employees who are on the seniority list within the scope of the contract and who have completed fifty (50) days worked prior to the holidays concerned, pay for the days listed:

Civic Day	Easter Monday
Employee's Birthday	Anniversary Date
One (1) Floating Personal Day	

- (c) A Floating Personal Day shall be taken at the employee's discretion and may include payment for first day of sickness, subject to management approval, which shall not be unreasonably denied.

- 30.2 When not required to work, the Hotel will grant the employee one (1) day's money according to their regular rate for the above noted twelve (12) days, as well as one unpaid day off if requested by the employee, to be scheduled by mutual agreement between the employee and the Company.

When the Employee is required to work on any one (1) of the above noted twelve (12) days, they shall be paid in addition to their regular rate of pay, their regular day's money and offered an unpaid day off if requested by the employee, to be scheduled by mutual agreement between the employee and the Company.

It is also agreed that by mutual consent in case of Beverage Service and Beverage Production employees, Statutory Holidays may be exchanged in lieu of enforced closures of the department, as required by law.

The Hotel reserves the right to schedule according to the needs of business. Time off on statutory holidays will be scheduled by seniority providing it does not interfere with the Hotel's ability to maintain an adequate workforce to meet the business needs.

30.3 In the event of a holiday, as specified in this Article, falling within an employee's vacation period, the Employer has the choice of either:

- (a) Extending the vacation period by one (1) working day with pay, or
- (b) Paying an extra day's vacation pay.

In either case, the rate of pay will be the same rate as used in calculating an employee's vacation pay.

30.4 Employees required to work, but who absent themselves from employment on the above dates shall be considered absent without leave, and do not qualify under this provision.

30.5 In order to qualify for payment on a statutory holiday as provided for above, the eligible employee must work his scheduled shift on the day immediately prior to and his scheduled shift immediately following the holiday concerned, unless the employee has attended their regular physician and have a note dated for the day in question, specifying a bona fide illness or condition that indicates the employee will be unable to perform any duties (including their regular duties). This note must also indicate the length of time that the employee is unable to work.

The Hotel reserves the right to request the employee attend another physician for a second opinion and agrees to reimburse the employee for reasonable travel expenses to attend that appointment.

30.6 It is understood and agreed that should the Provincial Government of Ontario legislate an additional paid holiday that is not mentioned in any one of the twelve (12) days prescribed, then the Employer and the Union will mutually agree to substitute for this day one (1) of the four (4) present unlegislated days.

30.7 When a holiday falls on an employee's working day they may request to work that holiday

at regular wages for the hours worked and identify another day off at the employee's regular rate of pay in lieu of the double payment for statutory holidays. The request must be made in writing by the employee at least two (2) weeks prior to the holiday and will be taken either during those two (2) weeks, or a maximum of two (2) weeks after that holiday, and under no circumstances may be cumulative. Once the request has been made, the granting of the lieu day will be mutually agreed within fourteen (14) days of the request. If there is no agreement the Department Head reserves the right to decide upon a date. In all cases it will not prevent the Employer from maintaining an adequate workforce.

- 30.8 To receive the full eight (8) hours towards holiday pay, an employee must work a minimum of eighty (80) hours in the four (4) weeks preceding the holiday.

If the employee does not work the full eighty (80) hours in the four (4) weeks prior to the statutory holiday, their holiday pay will be calculated based on the *Employment Standards Act* standards.

- 30.9 All part-time employees shall receive public holiday pay in accordance with the *Employment Standards Act*.
- 30.10 As per Article 30.2 if the department does not need to schedule the entire workforce for any paid holiday, time off will be first offered to full-time employees in order of seniority.
- 30.11 The Employer will commence paying one and a half times (1.5x) the hourly rate for hours worked on *Employment Standards Act* statutory holidays commencing on August 1, 2024, for the holidays listed in Article 30.1 (a) above.

ARTICLE 31 – HEALTH AND SAFETY

- 31.1 The Employer and the Union agree that they will mutually cooperate and maintain reasonable standards of Health and Safety in order to prevent injury and illness.
- 31.2 An employee who is required by law to submit to a medical examination shall not be compensated for any loss of income by the Employer. An employee who is required by the Employer and not by any law to submit to a medical examination during working hours shall be paid at his/her straight time hourly rate for a reasonable amount of time spent in attending to such examination.
- 31.3 If any employee upon being so examined is found not to fulfill the medical requirements for their position, such employee will be allowed at their own cost, to consult a physician of their choice. If the reports of the two (2) physicians conflict, a third (3rd) physician will be selected by the two (2) physicians. Their employment may be terminated and such termination may be the proper subject of a grievance within the meaning of this Agreement and shall be arbitrable.

- 31.4 The night cleaners in the stewarding department will be provided with WHMIS training. This training will take place in the Hotel between the hours of 9:00 a.m. and 5:00 p.m., Monday to Friday, and it is the employees' obligation to attend this training.
- 31.5 All employees who work alone will be supplied with a personal alarm.
- 31.6 The current *Occupational Health and Safety Act*, as amended, shall remain in effect for the life of the Collective Agreement.
- 31.7 Health, Safety and Environment Committee: The Union will select five (5) committee members and the company will select five (5) committee members.

The Joint Health and Safety Committee will promote and encourage all employees to actively participate in health and safety matters.

ARTICLE 32 - HEALTH AND WELFARE/WEEKLY INDEMNITY PLAN

- 32.1 Effective June 1, 2024, the Employer agrees to contribute two dollars and fifty cents (\$2.50) per hour paid per employee in the bargaining unit to the Millworkers Health & Welfare Plan (Unifor) Fund (the "Trust"). Contributions for each month will be paid by the 15th of the following month (e.g. April 2024's contributions are due 15th May 2024 and so on).

Effective February 1, 2025, the contribution rate will increase to two dollars and sixty-five cents (\$2.65) per hour paid.

Effective February 1, 2026, the contribution rate will increase to two dollars and eighty cents (\$2.80) per hour paid.

- 32.2 It is understood that hours "paid" includes holidays, vacations, maternity and parental leave, jury duty, bereavement leave, disability and sickness, and adjustments to pay cheques.

For disability and/or sickness, the Employer will pay sixty-four (64) hours of contributions for part-time employees and one hundred and twenty (120) hours of contributions for full-time employees per month, pro-rated for any disability or sickness period shorter than one month.

- 32.3 In addition, the Employer will continue to make contributions on behalf of an employee for the first month of an authorized leave of absence.

- 32.4 The Employer will inform the Plan Administrator of any employees who are receiving benefits from the Workplace Safety and Insurance Board.

- 32.5 For greater certainty, the employer is responsible for any Provincial or Federal sales tax

imposed on these contributions, and any such taxes are in addition to the above contribution rates.

32.6 All Health and Welfare payments shall be calculated each pay period in a month and shall be remitted and received by the Millworkers Health & Welfare Plan (Unifor) Fund prior to the fifteenth (15th) day of the following month.

32.7 The Employer will be responsible for loss of benefits to any employee because of any Employer's default action in payments.

32.8 INTEREST ON DELINQUENT CONTRIBUTIONS

The Trustees of the Millworkers Health & Welfare Plan (Unifor) Fund may charge interest on contributions to the Trust which are overdue by more than thirty (30) days at the rate of Scotiabank thirty (30) day GIC Rate on the first (1st) day of each month in question plus two percent (2%), compounded monthly.

32.9 PLAN TRUSTEES

The Plan's Trustees will ensure that they act responsibly and prudently at all times.

32.10 REVIEW OF THE EMPLOYER'S PAYROLL RECORDS

The Employer shall allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made pursuant to Article 32.1 of this agreement.

In the event that the Trustee intends to review the Employer's payroll records the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

32.11 CONTRIBUTION REPORTS

The Employer will submit to the Plan Administrator a report that shows at least:

- i. The pay period
- ii. For each employee - name, SIN, status (full or part-time), hours paid by type of hours (e.g. hours worked, maternity, disability, etc.), department, classification, address and phone number
- iii. Total hours paid
- iv. Total contribution
- v. Total taxes paid

vi. Total amount of cheque

Upon request, the Employer will submit the above-listed information on disk or electronically if feasible.

32.12 NEW BENEFITS

Upon a decision of the Trustees of the Millworkers Health & Welfare Plan (Unifor) Fund to change or improve benefits, the employer will cooperate with the Plan Administrator in the introduction of any new benefit to eligible members, or in the change of any benefits.

32.13 The Employer will reimburse employees for up to two (2) doctor's notes per year as well as doctors' fees associated with completing Functional Abilities Forms if required by the Employer.

ARTICLE 33 - BEREAVEMENT LEAVE

33.1 Full-time regular employees of the Employer on completion of the probationary period of fifty (50) working days worked shall be entitled to receive bereavement leave as follows:

An employee shall be entitled to receive three (3) days leave of absence with three (3) days' pay in the event of a death in the immediate family that is the death of a spouse, child, or father or mother, or sister or brother, or mother-in-law, or father-in-law, or grandchildren or grandparents.

For clarity "spouse" includes a husband, wife, common law and same-sex partner.

33.2 In order to qualify for the foregoing bereavement leave, employees must supply proof by way of doctor's certificate or newspaper clipping, Department Heads must be promptly notified.

33.3 The total allowance in any one (1) year of an employee's employment shall be a maximum of six (6) days with pay.

33.4 The benefit is not available to employees who are on approved Leave of Absence.

ARTICLE 34 - PENSION PLAN

34.1 The Employer will pay one dollar and forty-one cents (\$1.41) per hour worked.

The employee contribution will be twenty cents (\$0.20) per hour worked.

- 34.2 The Employer agrees to deduct additional voluntary contributions from employees which shall be submitted to Millworkers Unifor Pension Plan.
- 34.3 All pension payments shall be calculated from the first (1st) day of each month to the last day of each month and shall be remitted and received by the trust of the Millworkers Unifor Pension Plan prior to the fifteenth (15th) day of the following month.
- 34.4 Notwithstanding the provision in this Agreement under the scope clause whereas only those employees that work regularly twenty-four (24) hours per week or more shall be classified as full-time regular employees after completion of their fifty (50) working days worked. The stated amounts per hour will be paid on behalf of all employees that work on a regular basis of twenty (20) or more hours per week upon completion of the probationary period of fifty (50) working days worked.
- 34.5 The Parties agree the plan will be administered by the Labour-Management Trust Committee.

ARTICLE 35 - CASH WAGE PLAN

- 35.1 The wage rates in effect will be as per Schedule A attached.

Any employee who is receiving a higher rate of pay than the minimum shall receive the classification wage increase.

- 35.2 KATSURA KITCHEN CLASSIFICATION RATES:

The parties agree to establish the following base rates for the Sushi Bar and Main Kitchen Ranges, prior to across-the-board wage increases:

KATSURA KITCHEN	February 1, 2024	August 1, 2024	February 1, 2025	August 1, 2025	February 1, 2026	August 1, 2026
Sushi Station Chef	\$ 31.18	\$ 32.18	\$ 32.68	\$ 33.43	\$ 33.93	\$ 34.93
1st Cook	\$ 28.47	\$ 29.47	\$ 29.97	\$ 30.72	\$ 31.22	\$ 32.22
2nd Cook	\$ 23.84	\$ 24.84	\$ 25.34	\$ 26.09	\$ 26.59	\$ 27.59
3rd Cook	\$ 20.77	\$ 21.77	\$ 22.27	\$ 23.02	\$ 23.52	\$ 24.52
4th Cook	\$ 18.14	\$ 19.14	\$ 19.64	\$ 20.39	\$ 20.89	\$ 21.89

The Union has agreed that Katsura Cooks are tipped employees.

- 35.3 It is agreed that all gratuity employees (excluding Banquet employees) working split shifts will not be paid less than eight (8) hours per day over a twelve (12) hour period.
- 35.4 NIGHT PREMIUM

When a majority of a shift's hours falls between 11pm and 7am, the employee working that

shift will receive a shift premium of one dollar (\$1) per hour for all hours worked on that shift.

35.5 TRAINING PREMIUM

The Employer will pay one dollar (\$1.00) per hour for all hours worked when assigned as a trainer to other employees. It is understood that the Employer will post the opportunity and select the individual in accordance with seniority and ability.

35.6 LEGISLATED WAGE RATES

- i. It is agreed by the Parties to the principle of retaining during the life of this Agreement a twenty cent (\$0.20) per hour differential above the Provincial minimum wage for all employees who are affected.
- ii. This twenty cent (\$0.20) differential will at no time compound the regularly scheduled wage increases in the provided for wage adjustments attached hereto.

35.7 It is agreed by the Parties that the Hotel does not have employees working in all the classifications contained in the Agreement. The fact that the classification exists does not obligate the Hotel to have employees in every classification.

35.8 The Schedule of Wages contained in Schedule A is the minimum and shall be applicable to all employees; any employee who is receiving a higher rate of pay than the minimum shall not suffer any reduction because of the signing of this Agreement, and they will be eligible for increases where applicable.

35.9 Those classifications in which a Hotel normally has employees shall not be eliminated during the life of this Agreement without prior discussion between the Employer and a Union Officer.

ARTICLE 36 - ROOM SERVICE

36.1 In the Room Service Department, a suggested gratuity in the amount of eighteen percent (18%) shall be shown on the guest's check for Room Service orders, with understanding that non-payment of all/any service charge to the Hotel by the guest will be recoverable from the employee.

36.2 One hundred percent (100%) of the gratuity from any function held in a hotel suite or private room, that is sold through sales and catering, shall be paid to the unionized staff servicing the function.

36.3 The Hotel will continue its past practice currently in effect with regards to the taking and delivery of room service orders, as between the Service One and Room Service

departments.

- 36.4 Pre-organized Meetings that do not have a meal, coffee break or reception but have been organized through the Sales and Catering Department and at the last minute decide they require Meal/Food service in the meeting room will order the Meal/Service through the Room Service Department. This is considered a Room Service order and one hundred percent (100%) of the room service gratuity will go to the Room Service Servers.
- 36.5 Any special setup and service in a guest room that is on a BEO will be set up and serviced by a Banquet Houseperson. The Banquet Houseperson and Room Service Server will share the eighteen percent (18%) gratuity (one percent [1%] to the Houseperson and seventeen percent [17%] to the Room Service Server).

This Article is to clarify the position of Room Service areas of operation. All functions held in private guest rooms where a Catering/Function sheet has been distributed outlining service and product requirements will be the responsibility of the Room Service Department, for staffing, billing and gratuity distribution.

If through staffing shortfalls additional people are required, the first option will be given to Room Service attendants to work additional hours. If the individuals at their requests go over eight (8) hours per day, it is understood that it will be paid at straight time and not overtime.

If the individual at their request works sixth (6th) and seventh (7th) days, this will also be paid at straight time. It is also understood that Banquet Staff will not be required to service regular Room Service duties while Room Service attendants serve a private room function.

The Hotel reserves the right in cases of ethnic services and language requirements to utilize Katsura staff for the service of any function in a private guest room, as long as there is minimum of one (1) Room Service attendant per private function. When ethnic service and language is not a necessity, the operation of the function will include Room Service attendants.

NOTE: Gallery 900 is no longer a guest room and is not subject to the terms of this Article.

36.6

a) Amenities Ordered by Guests

When a guest orders an amenity, a suggested gratuity of eighteen percent (18%) shall be shown on the guest's cheque in accordance with Article 36.1.

b) Delivery of Complimentary Items

For all complimentary items, a fixed gratuity per delivery in the amount of two dollars

and twenty-five cents (\$2.25) per room shall be paid to the Room Service Server.

ARTICLE 37 – FOOD AND BEVERAGE OUTLETS

37.1 CORKAGE FEE

When the regular corkage fee is charged and bar service provided, the Employer shall pay the server a service charge of fifteen percent (15%) of the said corkage fee.

When there is no corkage being charged, or corkage is charged at a reduced rate, the bar service provided, the Employer shall pay the server a service charge of ten percent (10%) of the published corkage charge.

37.2 PARTIES OF SIX (6) OR MORE

When a customer calls to make reservations for a party of six (6) or more for lunch or dinner in one of the Hotel dining rooms, it is suggested to the customer making the reservation that a suggested gratuity of eighteen percent (18%) will be added to the bill.

If the customer making the reservation objects, no such gratuity is added. Furthermore, as it is a suggested gratuity, even though it may be shown on the bill the customer is under no obligation to pay it.

Finally, even if the customer has agreed to a suggested gratuity, if the customer subsequently complains about the service, the gratuity is not added to the check.

37.3 KATSURA RESTAURANT

The parties agree that the Katsura Restaurant shall enjoy all terms, conditions and benefits of the Collective Agreement except for the following Articles:

ARTICLE 21 – SENIORITY

- (a) The Katsura shall stand completely on its own and 22.13 shall not apply to them nor can they be affected by this Article.
- (b) Article 22 in its entirety shall apply to the Stewards Department, Bartenders classification and Kitchen Helpers classification.

ARTICLE 34 – WAGES

- (a) All cooks classifications (see Schedule B) within the Katsura Kitchen will receive the same percentage increase as the rest of the Hotel at the same times as outlined in 35.1.

- (b) It is understood that the Katsura cooks classifications are gratuity positions.
- (c) Stewards, kitchen helpers, bartenders, wait staff and bus staff classifications will receive the wages stated in Schedule A.

This Article has been drawn up only because of the peculiarities of the service and the gratuity distribution.

37.4 TIP TRANSPARENCY

It is further agreed that the daily or weekly reads, cheques, or relevant documents, showing the total amount of gratuity left by the guest, will be available for inspection by employees.

37.5 The Employer agrees to twelve percent (12%) gratuity on retail price payable to service staff for hotel-sponsored functions and/or meetings that take place in a food and beverage outlet.

Twelve percent (12%) of the retail value will be added to the guest cheques of individual managers as a gratuity (including sales groups, etc).

The Employer agrees to pay fifteen percent (15%) of the retail value of the cheque as a gratuity on any voucher.

ARTICLE 38 - SERVICE DEPARTMENT

38.1 TOUR BAGGAGE

This article does not apply to transportation crews unless the baggage fee is part of the crew contract with the Hotel. The Union would have reasonable access to relative documents, which would support Management's claim that the crew contract does not contain a baggage fee. The baggage fee is three dollars and fifty cents (\$3.50) per bag in and out.

38.2 BAGGAGE STORAGE

When a contracted group requires baggage storage by the Bellpersons, the Employer will inform them that there is a charge of three dollars and fifty cents (\$3.50) per bag stored in the luggage room. One hundred percent (100%) of the baggage storage charge will be given to the Bellpersons.

38.3 Notwithstanding the above, the Parties agree that this will not affect those group contracts signed prior to the ratification and signing of this Agreement. It is further agreed Management will make every effort within reason to contract, subject to this formula.

38.4 ROOM DROPS

For room drops, the following rates will apply and will be paid to Bellpersons:

- \$2.50/room for items placed under the guest's door
 - \$3.00/room for items placed inside the guest's room
 - \$3.50/room for personalized items placed inside the guest's room
- 38.5 Any group contract that includes baggage handling shall be charged according to the rate set out in Article 38.1. Notwithstanding Article 38.1, the parties agree that this will not affect those group contracts signed prior to the ratification and signing of this agreement.
- 38.6 As of the commencement of the Collective Agreement, the Hotel does not provide valet parking. Should the hotel decide to reinstitute valet parking, ten (10) spots shall be reserved for it.
- 38.7 Currently the Hotel has a number of spots available along the western fence and in the circular drive in front of the Hotel. These spots may be directed by the unionized Guest Services staff (doorpersons/bellpersons) for preferred short-term parking without charge. One hundred percent (100%) of the gratuities will be kept by the doorpersons/bellpersons directing the use of these spots. For clarity, the above-mentioned spots shall not be utilized for overnight parking.

ARTICLE 39 - BANQUET DEPARTMENT

- 39.1 The wage rates in effect will be as per Schedule A attached.
- 39.2 Full-time employees under Article 39 shall enjoy all benefits of all full-time regular employees unless otherwise stated in this Article. Regular and casual part-time employees under Article 39 will be entitled to all terms and conditions unless otherwise stated in Article 2 and 39.

HOURS OF WORK AND OVERTIME

- 39.3 Hours of work and overtime provisions for all employees under this Article shall provide for the overtime premium rate after forty-four (44) hours worked in a week, with the exception of Banquet Housepersons who will be scheduled in accordance with the general body of the Agreement.
- 39.4 The nine (9) senior banquet captain and servers will be paid eight (8) hours at their regular rate for all holidays as per Article 30.1.
- 39.5 Full-time servers cannot opt out of coffee breaks allocated to them under Article 39.8(c).

39.6 MINIMUM CALL

Banquet Servers, Bartenders and Captains will be guaranteed a minimum of:

- (a) Three (3) hours for breakfast and lunch functions.
- (b) Four (4) hours for dinner and reception functions.

FULL-TIME SERVERS

39.7 FULL-TIME BANQUET ROTATION

- (a) The number of steady Banquet Captains and Servers that should be scheduled as full-time are:

- Captain = 1
- Servers = 8

- (b) The parties agree that the number of full-time banquet servers in the full-time rotation will be reduced to seven (7) through attrition (retirement, etc.). The management and the Union can meet to discuss increasing the number of full-time servers based on thirty-five (35) hours/week over a six-month period of full-time hours.

The number of full-time banquet servers will not increase without mutual agreement between the Parties.

- (c) It is further understood and agreed between the Parties that the above noted capped numbers do not constitute any guarantee that work will be available or the Company is required to keep them at that level.

39.8 ROTATION SCHEDULING

The Parties agree that all full-time Banquet Servers covered under Article 39 will be assigned on a rotation basis with a view to equalizing the available functions, covers, and income earned through the gratuity as follows:

- (a) Gratuities will be pooled biweekly each pay period and distributed by functions for servers and hourly for porters and bartenders.
- (b) Each type of function will be scheduled by rotation among the full-time banquet servers. In any given pay period, the rotation will start wherever it left off the previous pay period. The rotation will also start from wherever the last function's scheduling left off. For example, if server #3 got the last available dinner shift, server #4 will get the first stand-alone reception shift. If the last person to receive a shift in

one period was server #5, then the rotation in the new pay period starts with server #6.

(c) Functions will be scheduled in the following priority order as business allows:

1. Dinners/Sweet Tables
2. Stand-alone receptions
3. Lunches
4. Coffee breaks
5. Breakfasts

For clarity, the Employer will schedule all dinner shifts, then all reception shifts, then all lunches, and so on, rotating through the full-time seniority list as described in (b) and (c) above.

(d) The Parties agree due to the potential variation of earnings caused by this rotation system that could result in non-equal distribution of breakfasts, lunches and dinners, no employee will have the right to refuse assignments.

STAFFING GUIDELINES

39.9 STAFFING GUIDELINES

- a) Plated dinner – 20 covers for 1 server
- b) Plated lunch – 20 covers for 1 server
- c) Dinner buffet – 40 covers for 1 server
- d) Lunch buffet – 40 covers for 1 server
- e) Stand-alone receptions – 50 covers for 1 server
- f) Breakfast buffet continental – 50 covers for 1 server
- g) Breakfast hot – 40 covers for 1 server
- h) Sweet table – 100 covers for 1 server (unless the customer requests more)
- i) Coffee breaks – depends on the workload

The management reserves the right to use the above as guidelines subject to business demands and will advise the departmental steward if there are any considerable changes to the above guidelines for a particular event.

GRATUITIES/SERVICE CHARGES

39.10 The Employer agrees that the gratuity to be included on a guest charge will be twelve percent (12%). Effective January 1, 2025, the gratuity to be included on a guest charge will be fifteen (15%).

39.11 EVENTS

(a) MEALS, RECEPTIONS, SWEET TABLES AND COFFEE BREAKS

It is agreed that of the total amount of the gratuity left by the guest, one hundred percent (100%) will be distributed to union staff working at the event. Out of the one hundred percent (100%), ninety-eight point seventy-three percent (98.73%) will be set aside for the servers who serve the food and wine and one point twenty-seven percent (1.27%) will be set aside for the banquet houseperson/porter.

Effective January 1, 2025, it is agreed that of the total amount of the gratuity left by the guest, one hundred percent (100%) will be distributed to union staff working at the event. Out of the one hundred percent (100%), ninety-six percent (96%) will be set aside for the servers who serve the food and wine, two percent (2%) will be set aside for the banquet houseperson/porter, and two percent (2%) will be set aside for the banquet captain.

(b) HOST BARS

It is agreed that of the total amount of the gratuity left by the guest, one hundred percent (100%) will be distributed to union staff working at the event. Out of this amount, ninety-seven point thirty-three percent (97.33%) will be set aside for Banquet Bartenders and two point sixty-seven percent (2.67%) percent will be set aside for Banquet Houseperson/Porter.

Effective January 1, 2025, it is agreed that of the total amount of the gratuity left by the guest, one hundred percent (100%) will be distributed to union staff working at the event. Out of this amount, ninety-five point thirty-three percent (95.33%) will be set aside for Banquet Bartenders, two point sixty-seven percent (2.67%) percent will be set aside for Banquet Houseperson/Porter, and two percent (2%) will be set aside for the banquet captain.

(c) C.O.D. BARS

It is agreed that of the total amount of the gratuity left by the guest, one hundred percent (100%) will be distributed to union staff working at the event. Out of this amount, ninety-seven point thirty-three percent (97.33%) will be set aside for

Banquet Bartender and two point sixty-seven percent (2.67%) will be set aside for Banquet Houseperson/Porter.

Effective January 1, 2025, it is agreed that of the total amount of the gratuity left by the guest, one hundred percent (100%) will be distributed to union staff working at the event. Out of this amount, ninety-five point thirty-three percent (95.33%) will be set aside for Banquet Bartender, two point sixty-seven percent (2.67%) will be set aside for Banquet Houseperson/Porter, and two percent (2%) will be set aside for the Banquet Captain.

(d) HOTEL SPONSORED EVENTS

Management Hotel-sponsored Functions: The Employer agrees to pay sixty-five dollars (\$65.00) or a twelve percent (12%) service charge on retail price, whichever is higher, payable to servers serving the function.

(e) BEO FUNCTIONS IN GUEST ROOMS

Any special setup and service in a guest room that is on a BEO will be set up and serviced by a Banquet Houseperson. The Banquet Houseperson and Room Service Server will share the fifteen percent (15%) gratuity (one percent [1%] to the Houseperson and fourteen percent [14%] to the Room Service Server).

(f) ADD-ONS/CHANGES TO PRE-ORGANIZED EVENTS

Add-ons or changes to a pre-organized meal, coffee break, social function or meeting function that has been booked through the Sales or Catering Department are not considered to be Room Service orders and therefore the normal gratuity and administrative charge will be charged.

39.12 Captains, Servers, Bartenders and Banquet Housepersons/porters shall receive an itemized breakdown for each function worked and their service charge every two (2) weeks.

39.13 The Parties recognize and agree for the need to standardize the method in the distribution of service charge to Banquet (Union) Captains and provide the following mechanism to achieve this goal. The Hotel will continue to pay twelve percent (12%) from the administrative fee on food and beverage service only, to these employees for the duration of this Agreement.

39.14 BANQUET GRATUITY TRANSPARENCY

- (a) The Employer shall recognize two (2) representatives of the Banquet Department to verify Service Charges in cooperation with the Employer. The Union shall advise the Employer of the names of the representatives. The Employer shall ensure that all prices and Service Charges are posted. The Union shall advise the Employer of

the names of the representatives.

- (b) It is further agreed that the cheques, or relevant documents, showing the total amount of service charge signed by the guest, will be available for inspection by the Union upon written request.
- (c) Non-payment of such service charge to the Hotel is subject to deduction from subsequent lists. The Union shall be notified of such non-payments within one (1) week of the occurrence.
- (d) A representative of the Union, upon written request, shall be permitted to make an audit of the relevant documents covering service charge distribution and submit an audit report to both Parties in writing declaring their findings within thirty (30) days of completion of audit. Failure to produce this audit will nullify the above clause and its intent.

MEALS

39.15 MEALS

Employees covered under Article 39 will receive the Meal Allowance in accordance with Article 27.6 of the Collective Agreement.

PART-TIME EMPLOYEES

- 39.16 The Parties recognize that due to the peculiarities of the hotel business and the Banquet Department there will be periods during the employee's year where they will work in excess of the normal part-time cap of twenty-four (24) hours, but for the above stated reasons will remain defined as part-time with all rights associated with this status.
- 39.17 Part-time gratuities will also be pooled for each pay period by function. Part-time servers will be scheduled by seniority.
- 39.18 All regular part-time banquet employees must notify the Banquet Manager in writing or by email by noon on Tuesdays of their availability for the following week. An employee may provide the Banquet Manager with notification of "standing" availability instead of weekly availability. Employees must call in or email by Thursday noon to confirm the following week's schedule.
- 39.19 If no availability is provided, the employer will assume that the employee has no availability. If availability is not provided for a period of four (4) consecutive months, an employee shall be deemed to have terminated their employment.
- 39.20 A regular full-time or part-time employee who refuses two (2) scheduled work assignments

in any two (2) normal work weeks shall be considered as having resigned from their employment by the Company.

Regular full-time banquet servers will be scheduled first. Regular part-time banquet servers will be scheduled next. Casual part-time banquet servers will only be scheduled after regular full-time and part-time servers have reached their maximum weekly hours.

Casual part-time servers will be compensated in the same way as regular part-time servers, with all normal contributions being made on their earnings.

Casual part-time servers will have the right to refuse shifts. However, a casual part-time employee who refuses shifts for six (6) consecutive months shall be considered to have terminated their employment with the Company.

39.21 If all banquet servers and bartenders have been offered available hours, including overtime hours, and more servers or bartenders are required, available hours will then be offered to servers and bartenders from Food and Beverage first, then In Room Dining outlets. Should the Employer still require additional servers and bartenders, they will offer available hours to other bargaining unit employees who have received banquet server or bartender training, and then if no one else is available, the Hotel can turn to agency workers to cover available hours.

39.22 In the event that agency workers are used, they will not participate in the gratuity pool.

DUTIES

39.23 CLEAN-UP FOR DINNER/DANCE

- i. Servers will set up functions assigned to them for service of food and after the function is over they will clean up the assigned function and leave the tablecloths on the tables.
- ii. Where a Server is required to perform clean-up work when there is no food service, or is required to set or clean another function and is not scheduled to serve that function, they will receive a rate of pay equal to that of the Banquet Houseperson for those hours worked.
- iii. Bartenders will clean-up glasses after dinner is served. If extra help is required for clean-up, the Manager will request before the start of the function, the number of Servers needed to stay for cleaning up of the function. If the Manager does not have a response to their request, they will appoint the number needed from part-time Servers who worked at the function. Servers will have a first refusal by seniority, strictly on a voluntary basis.
- iv. Notwithstanding the above paragraph, should no part-time Servers be scheduled,

the Catering Manager will have the right to schedule from the group of employees serving the function, and to select in an inverse order of seniority the required number of people for any clean-up work.

39.24 SERVING THE WINE

- i. It is understood that Servers will set up functions, and serve the wine, put all glasses on the tables, and clean-up bottles and wineglasses after the function.
- ii. It is also understood that when a bartender is requested to set up the wine service they will receive a share of the gratuities as follows:

Servers	58%
Bartenders	15%
Captain	25%
Banquet Houseperson/Porter	2%
- iii. Where there is both bar and food service requested for a function there shall be one (1) bartender scheduled with the necessary Servers. For fifty (50) guests or less the servers shall be responsible for the service of the food, bar and wine service. The bar, wine and food gratuity shall be combined and divided equally.
- iv. It is also understood that any function over fifty (50) guests shall be the responsibility of the bartender to service the guests excluding the food and wine.

Food and wine service shall be paid at the Server's rate, bar service shall be paid at the Bartender rate.

39.25 A server shall not be required to perform a Cook's duty.

BANQUET HOUSEPERSONS

39.26 BOX HANDLING

If the Employer charges a box handling fee, one hundred percent (100%) of the fee will be passed on to the banquet housepersons who handled the boxes.

39.27 GALLERY 900 CLEANING FEE

A cleaning fee of one hundred and fifty dollars (\$150) will be charged for all organized hospitality functions held in Gallery 900. When a cleaning fee is charged, one hundred percent (100%) of the charge will be passed on to those employees undertaking the cleaning, with seventy-five percent (75%) allocated to the Banquet Housepersons and twenty-five percent (25%) allocated to the Lobby Attendants.

39.28 BAGGAGE STORAGE

When the Employer charges a contracted group for use of a banquet room to store luggage, one hundred percent (100%) of the baggage storage charge will be distributed to the Banquet Housepersons.

ARTICLE 40 - HOUSEKEEPING DEPARTMENT

40.1 In the Housekeeping Department the employees and the Employer shall follow these guidelines in room assignments.

The Union and the Employer understand that the room attendants are paid to work by the hour.

- (1) The parties agree that room attendants are expected to take breaks and meal periods.
- (2) In the event that a Room Attendant believes that they will not be able to complete the assigned number of rooms or turndowns in the time allocated, they shall advise their supervisor as soon as they are aware but preferably no later than 12:00 p.m. The supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this paragraph #2.
- (3) The parties agree to continue the practice that if a Room Attendant is assigned a clean room, they must also notify their Supervisor, who will reissue the Room Attendant another room to clean.

A "do not disturb" does not count as a credit.

- (4) It is the Hotel's plan to implement a "Green Card" program in each guest room. If the guest displays the green card in front of their unit door, it means that the guest only requires the room to be cleaned but they do not wish to change the bedding (sheets, linen, etc.).
- (5) Room Attendants will be assigned a maximum of fourteen (14) room credits per day. The Employer will continue to honour Room Attendants' floor preference by seniority.
- (6) Room Attendants who are assigned to clean on three (3) floors or more will have their room assignments reduced by one (1) credit on that particular day.

- (7) Deluxe and Premier Rooms (approx. 33 sq. m.) will count as one (1) credit.
- Junior Suites (approx. 47 sq. m.) will count as one and a half (1.5) credits.
- Executive Suites (approx.. 55 sq. m.) will count as two (2) credits.
- (8) Should a Room Attendant be assigned ten (10) or more rooms with two (2) beds each, their daily assignment will be reduced by one (1) credit.
- (9) If management determines that there is a trashed room, one credit will be removed from that day's assignment. Housepersons will assist by stripping sheets and delivering linen.
- (10) Cots and Cribs: The sum of three dollars (\$3.00) for the combination of set up/take down of a cot by the Houseperson, and three dollars (\$3.00) for the Room Attendant and/or Houseperson, for the make-up of a cot will be effective date of receipt of written notice of ratification.
- (11) Supply of Linens: The Employer agrees to continue to make best efforts to supply sufficient linen to the Linen Room for use by the Room Attendants.
- Room Attendants agree to stock their carts with enough linen for no more than eight (8) rooms at a time.
- (12) Supply of Equipment and Cleaning Materials: The Employer agrees to continue to make best efforts to supply proper equipment and cleaning materials for use by Room Attendants.
- (13) As a practice, when the Hotel is aware of a guest with a pet, a notation will be made on the daily assignment sheet that there is a pet in the room.
- (14) The Employer agrees not to implement any program that provides financial incentives to customers for DNDs or declining housekeeping service for the duration of this Collective Agreement. Should the Employer be required to institute such a program by the Pan Pacific licensor, Room Attendants will not lose hours due to the implementation of the required program.

ARTICLE 41 - CONSTRUCTION WORK

- 41.1 The Hotel will recommend to the Owners that the Hotel use Union contractors for any major renovations at the Hotel. The Hotel agrees to include Union Contractor(s) in addition to any non-union contractors in the bidding process for any other renovation or painting of the Hotel for contracts over five thousand dollars (\$5,000).

Nothing herein precludes the Hotel from selecting any Contractor following the bidding

process, for any reason. This provision does not apply to contractors who have been retained during the last twelve (12) months. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this article.

ARTICLE 42 - RENOVATIONS

- 42.1 The Employer does not expect that there will be a Hotel renovation during the term of the 2024-2027 collective agreement. However, the Hotel operates under a license agreement with a term end date in 2029 and the licensor may require further renovations during the life of the license agreement. As such, there may be further renovations which may result in a temporary lay-off of employees.

The Employer hereby confirms that at the completion of any Hotel renovation, all employees will be recalled to work, regardless of the length of the renovation. The recall language in the collective agreement, limiting recall to seventy-eight (78) weeks, will not apply for the term of this collective agreement.

- 42.2 All employees will be recalled to the position they held prior to the renovation, if it still exists, or to a comparable position if it does not, subject to them having the skill, ability and efficiency to do the job.
- 42.3 During the Hotel renovation, the Employer agrees to make contributions to the health and welfare plan for a maximum of thirty (30) days.
- 42.4 If renovations occur at the Hotel during the life of this particular collective agreement, they will not include a conversion of hotel facilities to residential condominiums. To clarify, "Hotel" here means the current area occupied by hotel facilities, except the Katsura building, and does not include the lands surrounding hotel facilities, including parking.

NOTE: Katsura will be relocated into the hotel building.

ARTICLE 43 - UNION FUNDS

- 43.1 UNIFOR PAID EDUCATION LEAVE (PEL) FUND

The Company agrees to contribute two cents (\$0.02) per hour worked, effective the date of the first pay period closest to ratification, per employee to the Unifor Paid Education Leave Fund.

ARTICLE 44 - RETIREMENT

- 44.1 For employees employed on the date of written receipt of ratification of the collective agreement, employees may retire from employment at the conclusion of the month during

which they turn sixty-five (65).

Any employee who does not retire at the conclusion of the month during which they turn sixty-five (65), shall forfeit this entitlement.

All such employees who reach the age of sixty-five (65) will receive severance pay in the amount of one (1) week's pay per year worked to a maximum of twenty-six (26) weeks providing they have worked for five (5) or more years.

- 44.2 Those employees hired after the date of written receipt of ratification of the collective agreement, whose age and service equal 75 and who choose to retire after the age of sixty (60) and before age sixty-one (61), shall be entitled to a lump sum payment of \$2,000.00 for every five (5) years of service, or part thereof, to a maximum of \$10,000.00.

Those employees hired after the date of written receipt of ratification of the collective agreement, whose age and service equal 75 and who choose to retire after the age of sixty-one (61) and before age sixty-two (62), shall be entitled to a lump sum payment of \$1,800.00 for every five (5) years of service, or part thereof, to a maximum of \$9,000.00.

Those employees hired after the date of written receipt of ratification of the collective agreement, whose age and service equal 75 and who choose to retire after the age of sixty-two (62) and before age sixty-three (63), shall be entitled to a lump sum payment of \$1,600.00 for every five (5) years of service, or part thereof, to a maximum of \$8,000.00.

Those employees hired after the date of written receipt of ratification of the collective agreement, whose age and service equal 75 and who choose to retire after the age of sixty-three (63) and before age sixty-four (64), shall be entitled to a lump sum payment of \$1,400.00 for every five (5) years of service, or part thereof, to a maximum of \$7,000.00.

Those employees hired after the date of written receipt of ratification of the collective agreement, whose age and service equal 75 and who choose to retire after the age of sixty-four (64) and before age sixty-five (65), shall be entitled to a lump sum payment of \$1,000.00 for every five (5) years of service, or part thereof, to a maximum of \$5,000.00.

For clarity: Article 44.2 applies to full-time and regular part-time banquet employees only.

- 44.3 Current employees may select early retirement in accordance with 44.2 above, while forfeiting the severance entitlement in 44.1 above.
- 44.4 The Employer will make the retirement payment to the employee either in a lump sum or in biweekly payments, at the Employer's discretion.

ARTICLE 45 - SUCCESSORSHIP

45.1

- (a) In the event that the Employer voluntarily sells, transfers, or assigns all its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation (or any part thereof in a permanent transaction), or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such voluntary sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union, and furnish a copy of the written assumption agreement to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest.

The foregoing retention obligation does not create any new tenure rights in employees or the Union beyond retention upon the closing of the transaction. The Employer may thereafter make changes in staffing levels pursuant to the provisions of the collective agreement concerning hiring and layoffs, may terminate individual employees in accordance with the provisions in the collective agreement concerning discipline, and may take all other actions authorized by the collective agreement.

- (b) This subsection applies when separate, unaffiliated entities own and operate the Hotel. It is recognized that the Owner of the Hotel and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. It is also recognized that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives, and that this can be accomplished without injury to the interests of the employees in the bargaining unit. Therefore, the Owner shall ensure that while the Owner owns the Hotel, the terms of any future operating agreement or management contract covering the Hotel shall specifically require a written assumption of the collective bargaining agreement between the Employer and the Union, including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union and the Owner shall furnish a copy thereof to the Union.

Further, should the Owner or a direct or indirect subsidiary of the Owner sell or otherwise transfer a controlling ownership interest in all or any part of the business of the Hotel (in one or a series of related stock or asset transactions), or in the event there is a change in the form of ownership of the Hotel or assets to which the Owner is a party, the Owner shall as a condition to such transaction obtain from the other party(ies) to the transaction who will take thereby any interest in the business or the assets used in the business a written assumption of the collective bargaining agreement between the Union and the Employer and furnish a copy of the assumption to the Union.

The foregoing retention obligation does not create any new tenure rights in employees or the Union beyond retention upon the closing of the transaction. The Employer may thereafter make changes in staffing levels pursuant to the provisions of the collective agreement concerning hiring and layoffs, may terminate individual employees in accordance with the provisions in the collective agreement concerning discipline, and may take all other actions authorized by the collective agreement.

- (c) The Employer shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the Hotel and within the control of the Employer for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; any such contracting may be done by the Employer only in accordance with the terms of this Agreement, including those concerning subcontracting, and this provision does not alter or reduce to any extent the Employer's rights under such provisions.

Nothing in this subsection shall preclude an owner or any other party in interest from contracting for the use of space that is not controlled or managed by the Employer as an existing part of the hotel operation, or preclude the continued leasing of any space currently leased in the Hotel, or preclude the leasing of space currently controlled by the Employer to a different third party subject to the provisions of section (b) in the following sentence. The Owner shall not require the Employer to relinquish any part of the Hotel premises managed by the Employer except for (a) use in operations that would not be covered by this Agreement if they were conducted by the Employer or (b) use in operations that would be covered by this Agreement provided that the economic package paid to or on behalf of employees performing work covered by this Agreement shall not be less than the economic package paid to or on behalf of employees under this Agreement and shall include an employer-paid defined benefit pension plan. The economic package shall include all emoluments of employment having definite and quantifiable economic value, including but not limited to wages (including premiums, bonuses and incentives, guaranteed workdays or workweeks, health and hospitalization benefits, retirement plan participation, paid vacation, paid holidays and paid sick leave).

- (d) If ownership of the Hotel is transferred in an involuntary transaction, the Employer shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees who have consented, if required by law, except those files which are delivered to the transferee because it has employed or has made a legally-binding commitment to employ the employees to whom the files pertain.

The provisions of this Agreement prohibiting strikes shall be suspended upon the initiation of any proceeding to authorize the sale of the Hotel in an action filed under Canada's *Bankruptcy and Insolvency Act* with respect to the Hotel or with respect to

a business segment that includes the Hotel, or by delivery to the Employer of a notice of sale in foreclosure or other similar notice that the Hotel will be taken in a transaction that is not voluntary by the Employer, except where prohibited by domestic law, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a written waiver of the suspension. The Employer shall deliver written notice to the Union of a filing or notice covered by this subsection within five days after the Employer files or receives the petition or notice, and shall include a copy of the petition or notice.

The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.

- (e) The obligations of this section shall expire one (1) year following the expiration of the Successor Collective Agreement, i.e. January 31, 2028.

During this one (1) year period, the obligations of this section shall be enforced through the procedures for arbitration provided elsewhere in this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this section.

ARTICLE 46 - TERMINATION OR MODIFICATIONS

- 46.1 This Agreement shall be in effect from date of written ratification notice and continue in effect until January 31, 2027, unless either Party gives notice in writing to the other Party that amendments are required, or that the Party intends to terminate the Agreement, it shall continue in effect from year to year thereafter.
- 46.2 Notice that amendments are required, or that either party intends to terminate the Agreement, may only be given within the three (3) months of the expiry of the Collective Agreement or in the last three (3) months of any subsequent year if the Collective Agreement continues unchanged as per Article 46.1.
- 46.3 The Parties hereto agree to meet for the purpose of negotiations within ten (10) days after the giving of such notice, or at a time mutually agreed to by both parties.
- 46.4 On completion of negotiations for a new contract, if an agreement is reached between the Hotel and the Union Negotiating Committee, a Memorandum of Full Settlement shall be drawn up and signed by the Parties covering all and every amendment to the Contract before the Agreement is presented by the Union to the membership and by Management to the Ownership for ratification.

Signed this ____ day of October, 2024, in Toronto, Ontario.

For the Employer:

For the Union:

Lapman

SCHEDULE A - WAGES

Pan Pacific Wage Grid	Old Wage		February 1, 2024	August 1, 2024	February 1, 2025	August 1, 2025	February 1, 2026	August 1, 2026	TOTAL
		Non grat	\$0.75	\$1.00	\$0.50	\$0.75	\$0.50	\$1.00	\$4.50
HOUSEKEEPING		Grat	\$0.75	\$0.50	\$0.40	\$0.40	\$0.40	\$0.40	\$2.85
Room Attendant	\$ 23.24		\$ 23.99	\$ 24.99	\$ 25.49	\$ 26.24	\$ 26.74	\$ 27.74	\$4.50
House Person	\$ 23.24		\$ 23.99	\$ 24.99	\$ 25.49	\$ 26.24	\$ 26.74	\$ 27.74	\$4.50
Lobby Attendant	\$ 23.24		\$ 23.99	\$ 24.99	\$ 25.49	\$ 26.24	\$ 26.74	\$ 27.74	\$4.50
Grounds Keeper	\$ 23.24		\$ 23.99	\$ 24.99	\$ 25.49	\$ 26.24	\$ 26.74	\$ 27.74	\$4.50
GYM									
Lifeguard	\$ 23.00		\$ 23.75	\$ 24.75	\$ 25.25	\$ 26.00	\$ 26.50	\$ 27.50	\$4.50
FOOD PRODUCTION									
Station Chef	\$ 30.42		\$ 31.17	\$ 32.17	\$ 32.67	\$ 33.42	\$ 33.92	\$ 34.92	\$4.50
1st Cook	\$ 27.74		\$ 28.49	\$ 29.49	\$ 29.99	\$ 30.74	\$ 31.24	\$ 32.24	\$4.50
2nd Cook	\$ 25.81		\$ 26.56	\$ 27.56	\$ 28.06	\$ 28.81	\$ 29.31	\$ 30.31	\$4.50
3rd Cook	\$ 24.63		\$ 25.38	\$ 26.38	\$ 26.88	\$ 27.63	\$ 28.13	\$ 29.13	\$4.50
Kitchen Helper	\$ 22.76		\$ 23.51	\$ 24.51	\$ 25.01	\$ 25.76	\$ 26.26	\$ 27.26	\$4.50
STEWARDING									
Captain	\$ 23.39		\$ 24.89	\$ 26.39	\$ 27.89	\$ 29.39	\$ 30.89	\$ 32.39	\$9.00
Dishwasher	\$ 23.23		\$ 23.98	\$ 24.98	\$ 25.48	\$ 26.23	\$ 26.73	\$ 27.73	\$4.50
Cleaner	\$ 23.07		\$ 23.82	\$ 24.82	\$ 25.32	\$ 26.07	\$ 26.57	\$ 27.57	\$4.50
MAINTENANCE									
General Maintenance	\$ 26.50		\$ 27.25	\$ 28.25	\$ 28.75	\$ 29.50	\$ 30.00	\$ 31.00	\$4.50
FOOD AND BEVERAGE									
Host/Hostess	\$ 21.07		\$ 21.82	\$ 22.82	\$ 23.32	\$ 24.07	\$ 24.57	\$ 25.57	\$4.50
Server*	\$ 16.75		\$ 17.50	\$ 18.00	\$ 18.40	\$ 18.80	\$ 19.20	\$ 19.60	\$2.85
Stores/Receiving	\$ 23.18		\$ 23.93	\$ 24.93	\$ 25.43	\$ 26.18	\$ 26.68	\$ 27.68	\$4.50
RS Order Taker	\$ 23.24		\$ 23.99	\$ 24.99	\$ 25.49	\$ 26.24	\$ 26.74	\$ 27.74	\$4.50
Buffet Runner	\$ 21.10		\$ 21.85	\$ 22.85	\$ 23.35	\$ 24.10	\$ 24.60	\$ 25.60	\$4.50
BEVERAGE DEPARTMENT									
Bartender*	\$ 22.18		\$ 22.93	\$ 23.43	\$ 23.83	\$ 24.23	\$ 24.63	\$ 25.03	\$2.85
Service Bartender*	\$ 25.18		\$ 25.93	\$ 26.43	\$ 26.83	\$ 27.23	\$ 27.63	\$ 28.03	\$2.85
LAUNDRY/VALET									
Washer/Extractor	\$ 23.27		\$ 24.02	\$ 25.02	\$ 25.52	\$ 26.27	\$ 26.77	\$ 27.77	\$4.50
Utility	\$ 23.23		\$ 23.98	\$ 24.98	\$ 25.48	\$ 26.23	\$ 26.73	\$ 27.73	\$4.50
Valet Press	\$ 22.69		\$ 23.44	\$ 24.44	\$ 24.94	\$ 25.69	\$ 26.19	\$ 27.19	\$4.50
Drycleaner	\$ 25.04		\$ 25.79	\$ 26.79	\$ 27.29	\$ 28.04	\$ 28.54	\$ 29.54	\$4.50
Laundry Runner	\$ 23.23		\$ 23.98	\$ 24.98	\$ 25.48	\$ 26.23	\$ 26.73	\$ 27.73	\$4.50
SERVICE ONE									
Agent	\$ 23.25		\$ 24.00	\$ 25.00	\$ 25.50	\$ 26.25	\$ 26.75	\$ 27.75	\$4.50
Night Agent	\$ 24.31		\$ 25.06	\$ 26.06	\$ 26.56	\$ 27.31	\$ 27.81	\$ 28.81	\$4.50
Attendant	\$ 16.75		\$ 17.50	\$ 18.50	\$ 19.00	\$ 19.75	\$ 20.25	\$ 21.25	\$4.50
Night Attendant	\$ 16.75		\$ 17.50	\$ 18.50	\$ 19.00	\$ 19.75	\$ 20.25	\$ 21.25	\$4.50
UNIFORM SERVICE									
Bell Captain*	\$ 16.75		\$ 17.50	\$ 18.00	\$ 18.40	\$ 18.80	\$ 19.20	\$ 19.60	\$2.85
Bellperson*	\$ 16.75		\$ 17.50	\$ 18.00	\$ 18.40	\$ 18.80	\$ 19.20	\$ 19.60	\$2.85
Night Bellperson*	\$ 16.75		\$ 17.50	\$ 18.00	\$ 18.40	\$ 18.80	\$ 19.20	\$ 19.60	\$2.85
Doorperson*	\$ 16.75		\$ 17.50	\$ 18.00	\$ 18.40	\$ 18.80	\$ 19.20	\$ 19.60	\$2.85
BANQUET SERVICE									
Banquet Captain*	\$ 18.98		\$ 21.23	\$ 21.73	\$ 23.63	\$ 24.03	\$ 25.93	\$ 26.33	\$7.35
Banquet Server*	\$ 16.75		\$ 17.50	\$ 18.00	\$ 18.40	\$ 18.80	\$ 19.20	\$ 19.60	\$2.85
Banquet Bartender*	\$ 22.57		\$ 23.32	\$ 23.82	\$ 24.22	\$ 24.62	\$ 25.02	\$ 25.42	\$2.85
Cashier	\$ 23.18		\$ 23.93	\$ 24.93	\$ 25.43	\$ 26.18	\$ 26.68	\$ 27.68	\$4.50
Banquet Houseperson	\$ 22.75		\$ 23.50	\$ 24.50	\$ 25.00	\$ 25.75	\$ 26.25	\$ 27.25	\$4.50
KATSURA KITCHEN									
Sushi Station Chef	\$ 30.43		\$ 31.18	\$ 32.18	\$ 32.68	\$ 33.43	\$ 33.93	\$ 34.93	\$4.50
1st Cook	\$ 27.72		\$ 28.47	\$ 29.47	\$ 29.97	\$ 30.72	\$ 31.22	\$ 32.22	\$4.50
2nd Cook	\$ 23.09		\$ 23.84	\$ 24.84	\$ 25.34	\$ 26.09	\$ 26.59	\$ 27.59	\$4.50
3rd Cook	\$ 20.02		\$ 20.77	\$ 21.77	\$ 22.27	\$ 23.02	\$ 23.52	\$ 24.52	\$4.50
4th Cook	\$ 17.39		\$ 18.14	\$ 19.14	\$ 19.64	\$ 20.39	\$ 20.89	\$ 21.89	\$4.50
* = Gratuity Positions									

Grandfathered/green circled people to receive same dollars and cents raise.

LETTER OF UNDERSTANDING #1 - Re: WORK BACK IN-HOUSE

The Parties agree that during the life of the Collective Agreement they will meet to discuss work that had been previously performed by bargaining unit employees and the possibility of bringing this work back in house.

Any arrangement arising from this Letter of Understanding requires the agreement of both parties in writing.

An arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #2 - Re: FAIR LABOUR STANDARDS, PRODUCTS AND MATERIALS

The Employer undertakes to consider using services, products and other materials necessary to the proper functioning of the hotel, which are manufactured, provided or produced under fair labour conditions. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #3 - Re: EQUAL OPPORTUNITY EMPLOYMENT AND DIVERSITY

The Employer and the Union will work together to strive to reach the “Employment Equity” goals of the Hotel. The Union does not expect to receive information to which it is not entitled to at law.

The Employer is committed to a comprehensive approach to a diverse workforce, practicing equal employment opportunity and engaging in affirmative efforts to create and maintain an environment that supports and encourages the contribution of all employees. We pledge to have a productive and hospitable environment with a workforce reflective of the diversity in the Toronto area. We are proud of our diversity and the benefits it brings to our Hotel.

An arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #4 - Re: PARTNERSHIP ON TRAINING AND JOB OPPORTUNITIES

WHEREAS the Company and the Union agree that high quality worker training and skills upgrading leads to high standards of service excellence;

AND WHEREAS the Company has an interest in the recruitment and retention of skilled workers in its current and future properties;

AND WHEREAS training and skills development provide greater and more equitable access to jobs and promotional opportunities;

AND WHEREAS training is based on a mutually respectful training partnership between the Company and the Union;

AND WHEREAS the parties agree that the Company shall not be required to make any financial commitment with regard to this proposal. Should the Employer contribute to the Unifor Local 112 Equal Opportunity Training Fund, the parties agree that the monies so contributed shall be disbursed by consensus decision of a committee which shall include a Hospitality Workers Training Centre Representative or substitute, a representative of the Hotel management, and one (1) union appointed bargaining unit member.

THEREFORE BE IT RESOLVED that the Union and the Company agree to jointly address a wide range of employment issues including recruitment, retention, job training and job placement including but not limited to the following examples of training.

- 1) The employer will work with the Union to provide English as a Second Language (ESL) and literacy classes to employees at the worksite, either directly, or in partnership with not-for-profit ESL providers.
- 2) Vocational skills training programs in housekeeping, food and beverage, maintenance and other departments for both promotions within and between these departments.
- 3) Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.
- 4) Programs to evaluate and properly recognize prior learning and/or foreign credentials.
- 5) A commitment to involving workers in the planning and delivery of training, including on-going opportunities for peer-based training needs analyses, training plan development and where appropriate, delivery of training programs.
- 6) Any other program as agreed upon by both parties.

The Union recognizes that the Company expects employees to share its commitment to quality and customer service. This shared commitment is necessary for the Hotel to effectively deliver enhanced training and guest service. The Union further recognizes that training on Employer's brand standards is exclusively the function and responsibility of the employer.

The Employer agrees to inform the Hospitality Workers Training Centre of all job postings.

An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #5 - Re: BRAND STANDARDS

The Pan Pacific has a commitment to quality and customer service. This means that the parties to this contract, as well as the managers and other employees working at the Hotel are committed to providing a high level of guest experience in terms of service and a total quality experience. The Union recognizes that cooperation to maximize the guest experience can be beneficial to both the employee and the Hotel and will be effectuated through training, including training on brand standards. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

LETTER OF UNDERSTANDING #6 - Re: EQUAL OPPORTUNITY TRAINING FUND

The Employer agrees to contribute one cent (\$0.01) per hour worked per employee, effective the date of the first pay period closest to ratification, to the Local 112 Equal Opportunity Training Fund.

The Union will keep the Employer informed on a quarterly basis of the utilization, the amount spent and the book balance of the Equal Opportunity Training Fund.

LETTER OF UNDERSTANDING #7 - Re: SUBCONTRACTING/LEASING/CONTRACTING IN AND OUT

No employee employed on the date of signing of this Collective Agreement shall be laid off during the term of this agreement, as a direct result of the Employer contracting out any work currently performed by present employees.

The foregoing shall not apply to work that is currently contracted out. This letter shall form part of the Collective Agreement. It is further understood that the Letter of Understanding shall expire with the termination of the Collective Agreement.

LETTER OF UNDERSTANDING #8 - Re: LE CONTINENTAL ROOM

With respect to scheduling in the Le Continental Room, menu service will be served by Seasons' employees and BEO service will be served by Banquet employees.

LETTER OF UNDERSTANDING #9 - Re: DELETED CLASSIFICATIONS

The Parties have agreed to delete the following classifications for administrative purposes, since no employees are currently occupying them.

Should the Hotel reintroduce any of the classifications, they will be part of the bargaining unit. Their wage rate, in such circumstances, shall reflect their wages as of January 31, 2018, taking into consideration percentage increases since that time.

Maintenance TV

Yard Person
Electrician
Painter
Helper
Package Service
Seamsperson
Uniform Attendant
Locker Attendant
Bus Help
Outlet Captain
Outlet Cashier
Refreshment Centre Attendant
Stool Bartender
Beverage Porter
1st Year Apprentice
2nd Year Apprentice
3rd Year Apprentice

LETTER OF UNDERSTANDING #10 RE: PATRON BEHAVIOUR

The Employer agrees that every effort to provide a safe and healthy workplace is made. The Hotel practice is to review patron behavior and to trespass guests when appropriate.

LETTER OF UNDERSTANDING #11 RE: PANDEMIC DRUG COVERAGE FOR LAID OFF WORKERS

Effective date of ratification, the Employer agrees to pay \$75 plus RST per month per full-time laid off employee for a period of nine (9) months in the event of another global emergency leading to the mass layoff of employees.

LETTER OF UNDERSTANDING #12 RE: TRANSITION TO COLLEGE OF APPLIED ARTS AND TECHNOLOGY (CAAT) DB PLUS PENSION PLAN

During 2024 negotiations the Parties discussed the Union's interests in transferring into the College of Applied Arts and Technology (CAAT) DB Plus Pension Plan. The Union tabled that the CAAT DB Plus plan provides a defined benefit pension and may offer features that could be of value to employees, such as survivor benefits and early retirement options.

The Parties agreed that the decision on any such transfer would require due diligence activities by the Parties to determine the feasibility and cost, including any requirements to join the CAAT plan, and whether such transfer could be explored on a cost-neutral basis for the Employer.

Accordingly, the Parties agreed to continue their discussions regarding the CAAT plan after the date of ratification.

The Union advised that the CAAT plan currently requires a minimum mandatory contribution of one percent (1%) of wages paid by employees. The Union proposed converting the employer contribution to a percentage of wages paid.

The Employer agreed to review the plan details and conduct its due diligence on or before February 1, 2025.

The Employer's decision on whether to move forward with further discussions about the plan could follow thereafter. The Employer makes no commitment to agree to the plan in any way by signing this MOU. The Employer's commitment is limited to further engagement on the issue and due diligence on the details of the plan.

LETTER OF UNDERSTANDING #13 RE: CASUAL ROOM ATTENDANTS

The Parties agree that for the life of this Agreement, the Employer may employ casual Room Attendants as well as casual Banquet Servers under the terms described in Article 2.5.

The Union agrees to partner in identifying a potential pool of applicants for this casual pool of Room Attendants.

LETTER OF UNDERSTANDING #14 RE: RULE OF 75

In recognition of employees who have age and service equal to or greater than seventy-five (75), the "Rule of 75" has been created to assist employees and as an aid towards retirement.

A list of employees, whose combination of age plus house seniority are equal to or greater than 75 at December 31 of each year, will be prepared by department. Based on the operational capability of the department to allow a certain number of employees to be approved and in descending order of posted classification seniority, the eligible employees may identify a desire to work a four (4) day a week schedule. Approved employees will continue to maintain their full-time status and will not be scheduled or entitled to hours beyond those agreed.

Where arrangements cannot be made to implement the Rule of 75 in a department, discussion shall occur between the Union and the Hotel with the above goal in mind. In any event, this provision shall not constitute super seniority.

It is agreed that the employee will not return to a schedule for five (5) days per week after having a reduced schedule, unless mutually agreed upon.

LETTER OF UNDERSTANDING #15 RE: SERVICE ONE CLOSURE

WHEREAS the Company is recommended by the Pan Pacific Hotel Group (PPHG) to upgrade its PBX system to allow multi language voice menus, season greetings, enhanced guest voicemail, and emergency hunt group feature;

AND WHEREAS for quality control, PPHG would like to offer multi language services to improve guest experience and a sense of familiarity while speaking with someone of the same languages, and they would also share a knowledge database to provide all hotel has to offer;

AND WHEREAS the Company would like to give the Union and Service One employees advance notice before the permanent closure takes effect.

The Union and the Company (collectively the "Parties") agree to the following guidelines with respect to the Service One's permanent closure:

1. The effective date is October 19th, 2020.
2. According to CBA Article 21.20:
 - (1) The Company will undertake to place the affected employee into another department, if a position is available and the employee has the skill and ability to do the work involved. Where skill and ability are equal, then seniority will be the governing factor and the employees shall retain their house seniority while being required to accumulate their departmental seniority in their new position.
3. Should no suitable position be available then the affected employee shall have the following options:
 - a) The employee may elect to stay on the seniority list for a period of fifty-two (52) weeks and be subject to recall for suitable employment as noted above.
 - b) The affected employee may elect to accept severance pay. For full time employees, the calculation will be based on one week's pay per year of service up to a maximum of 26 weeks with the calculation based on average working hours per week in the past 18 months, For part time employees, the calculation will be in accordance with the Employment Standards Act for the Province of Ontario. Employees electing to take severance will be removed from the seniority list. The employer agrees that full time employees electing severance will be provided with benefits contributions to provide for 3 months of coverage.
 - c) Andrea Henry will be offered the full-time unionized position of Maintenance Coordinator. The hourly rate for this position will be \$20.45, however Andrea Henry will be allowed to carry on her present hourly rate. This position will be maintained until the end of the next CBA term or for three (3) years, whichever is longer. As per article 22.02, Ms. Henry's rate of pay will remain the same as on date of signing this agreement and increase in accordance with the raises stipulated in the collective agreement. The employer and union agree on a without precedent and without prejudice basis to waive the requirements of article 21.08 for this position.

- d) Richard Walker will be offered the full-time unionized position of Housekeeping Administrator. The hourly rate for this position will be \$20.45, however Richard Walker will be allowed to carry on his present hourly rate. This position will be maintained until the end of the next CBA term or for three (3) years, whichever is longer. As per article 22.02, Mr. Walker's rate of pay will remain the same as on date of signing this agreement and will increase in accordance with the raises stipulated in the collective agreement. The employer and union agree on a without precedent and without prejudice basis to waive the requirements of article 21.08 for this position.
- 4. Should the employer reintroduce a Service One or Switchboard position in the future, the employer agrees it will be a bargaining unit position.
- 5. A new non-occupational functional abilities form will be required from affected employees to ensure an appropriate fit for a move into another position in the hotel.
- 6. This letter of understanding will survive until the end of the next CBA term or for three (3) years, whichever is longer.
- 7. This Letter of Understanding is made on a without precedent and without prejudice basis.

LETTER OF UNDERSTANDING #16 RE: SPA

The Parties have discussed the introduction of a Spa to the hotel facility.

The Parties agree that all direct employees of the Employer that fall within the bargaining unit as described in Article 2 of the Collective Agreement will be part of the bargaining unit and covered by the Collective Agreement.

If new classifications are introduced, the Parties will discuss the wage rate.

Examples of bargaining unit work done in the Spa include, but are not limited to, people who clean the facility, hosts/receptionists, food and beverage delivery, etc. These kinds of work will be done by bargaining unit employees.

The Parties agree that Registered Massage Therapists who are independent contractors are not direct employees of the hotel and do not fall within the bargaining unit described in Article 2 of the Collective Agreement.