Collective Agreement

Between

Interstate Management (Vancouver Metrotown) Ltd.
(the Company)

-and-

United Steelworkers of America
(the Union)

(effective December 15, 2014 – December 14, 2018)
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PURPOSE OF AGREEMENT

1.1 It is the general intent of the parties hereto to set forth in this Agreement the rates of pay, wages, hours of work, classifications and conditions of employment to be observed by the parties, and to provide orderly disposition of grievances and to provide orderly collective bargaining relations.

RECOGNITION OF SCOPE

2.1 The Company recognizes the Union as the sole collective bargaining agent for all employees of Interstate Management (Vancouver Metrotown) Ltd. employed at The Westin Bristol Place Toronto Airport Hotel in the City of Toronto, save and except Supervisors, persons above the rank of Supervisor, Executive Chef, Front Desk Staff, Night Auditors, Office, Clerical and Sales Staff. For clarity: Sous Chefs and Assistant Banquet Manager are excluded from the bargaining unit. Front Desk Staff includes Guest Service Agents and Service Express Agents.

2.2 Employees specifically excluded from the bargaining unit in Article 2.1 above will not regularly perform bargaining unit work unless there is a bona fide need of the business or customer.

RELATIONSHIP AND DEFINITIONS

3.1

(a) The Company and Union agree to observe the provisions of the Ontario Human Rights Code.

(b) The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and the Union agrees that it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to refrain from becoming or remaining members of the Union.

(c) The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company during the employees working hours except by agreement with the Company.

(d) On the orientation day the Company shall introduce each new employee to his Union Steward and the Local Union President/Unit Chairperson who shall be allowed a fifteen (15) minute orientation with the new employee in a suitable location on Company premises during the work day.

3.2 The following words, as used throughout this Agreement, shall mean:
(a) Full Time Regular: Associates regularly and consistently scheduled to work and averaging more than 30 paid hours per week as measured a period of 20 consecutive weeks.

(b) Part Time Regular: Associates regularly and consistently scheduled to work but averaging less than 30 paid hours per week as measured a period of 20 consecutive weeks. A part-time associate can become a full-time associate if he or she is promoted, transferred to a full-time position or averages at least 30 paid hours per week during a period of 20 consecutive weeks.

(c) On-Call or Casual Associates shall only be used after an opportunity has been afforded to available full and part time associates to maximize their hours.

(d) Temporary: Individuals who are hired on a seasonal or fill-in basis for a specific project or to help during a defined period of time generally not exceeding 90-120 days. A temporary associate can become a part-time or full-time staff member only if promoted or transferred to a part-time or full-time job.

(e) Classification: Means one of the following types of positions occupied by employees.

It is understood that classifications and or positions are sorted by department and may be amended from time to time. The current departments and classifications are:

**Service Express**
- Service Express Attendant (Bellman)
- Service Express Attendant (Room Service)

**Housekeeping**
- Room Attendant
- Public Area Attendant Lead
- Laundry Attendant
- Laundry Attendant

**Maintenance & Security**
- Maintenance Worker
- Security

**Food & Beverage Outlets**
- Server
- Lounge Server
- Lounge Bartender
- Host/Hostess
- Busperson
Banquets
Banquet Server
Banquet Bartender Banquet Set Up Banquet Cashier

Kitchen
Chef de Pate Cook
Pantry Chef
Cafeteria Attendant Dishwasher

Shuttle Driver
(f) "If the Company introduces a new classification that is not listed under Article 3.2 and Schedule "A" Wages, the Employer shall include the new classification in to the Collective Agreement with a wage rate. If the Union does not agree with the wage rate set by the company, it may file a grievance within thirty (30) days of introduction of the classification, contesting the rate and referring it to arbitration."

3.3 When an employee is directed to do something which the employee objects to, the employee must follow the directions, and file a grievance afterwards. The filing of any grievance shall not prevent the Company from taking the action complained of, subject, however, to a final decision in the grievance-arbitration procedure.

MANAGEMENT RIGHTS

4.1 The Company reserves all rights and authority customarily exercised by management, except as otherwise specifically modified by express provision of this Agreement. Nothing in this Agreement shall be construed to limit the Company in any way in the exercise of the functions of management and the operations of its business, except to the extent specifically limited by express provision of this Agreement. More specifically, but without limiting in any way the flexibility permitted by the preceding sentences, nothing in this Agreement shall be construed to limit the Company in any way in the exercise of its powers to plan, determine, direct and control the nature and extent of its operation(s); the number, size and location of its facilities; services to be provided and the methods or equipment to be employed in provision of same; the quality, quantity, and standards of work performed; the number of shifts, hours of work, and overtime; introduce any new production methods or facilities; direct and control its working forces; create or abolish jobs; determine and change job content, job classifications and employee status; discipline and/or discharge for just cause, lay off, demote or transfer employees; determine the number of employees that it deems essential to fill various jobs and assignments required; transfer or subcontract work or discontinue or relocate any or all portion of the operations now or hereafter carried on at the Hotel; make or amend reasonable work rules and regulations and apply them, except to the extent specifically limited by
express provisions of this Agreement. The Company will not exercise its management rights in a manner that is discriminatory, arbitrary or in bad faith.

4.2 The Union further recognizes the right of the Company, subject only to the explicit terms of this Agreement, to operate and manage its business in all respects, to maintain order and efficiency and to make and alter, reasonable rules and terms or conditions of employment.

NO STRIKES OR LOCKOUTS

5.1 The Union will not authorize, assist, support, permit or cause and employees will not take part in any picketing of or any interruption of the Company’s operation, including but not limited to strike sympathy strikes, wildcat strikes, political protest days, boycotts, work refusals, slowdowns and sit-ins at any time when this collective agreement is in force and effect.

5.2 If an unauthorized work stoppage or strike occurs, the Union will make immediate efforts to return the strikers to their respective jobs, and shall require the strikers to cease any action or activities that may affect hotel operations.

5.3 The Company for its part agrees that there shall be no lockout during the term of this Collective Agreement. This lockout provision shall not apply in the event of a strike.

UNION DUES

6.1 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a biweekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union’s Constitution.

6.2 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers AFL-C10-CLC, P.O. Box 9083 Commerce Court, Postal Station, Toronto Ontario M5L 1K1 in such form as shall be reasonably directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

6.3 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

(a) list of the names of all employees from whom dues were deducted and the amount of dues deducted;
(b) upon request, a list of the names of all employees from whom no deductions have been made and reasons;

(c) this information shall be sent to both Union addresses identified in Article 6.2 in such form as shall be reasonably directed by the Union to the Company.

6.4 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

6.5 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

**UNION REPRESENTATION**

7.1 The Company acknowledges the right of the Union to appoint or otherwise select such number of Union Stewards permitted by this agreement for the purpose of representing employees in the handling of complaints and grievances. Union Stewards must be full time employees.

7.2 The Company agrees to recognize and the Union shall at all times have one (1) Union Steward for each Department (with the exception of Shuttle). Of these six (6) Stewards at least one shall be on the afternoon shift and one shall be on the day shift.

7.3 The Company shall be notified in writing by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto. Only those Stewards in respect of which the Company has received written notification will be recognized as Stewards.

7.4 The Company agrees to recognize and deal with a Union Grievance Committee of not more than two employees plus the Unit Chairperson.

7.5 When the legitimate business of a Grievance Committee or Union Steward requires him to leave his workstation and/or department, he shall not leave his workstation unless explicit prior approval is granted by his supervisor or management (such permission shall not be unreasonably withheld).

7.6 The Company agrees that Stewards and members of the Grievance Committee shall not suffer loss of pay for time, pre-approved by their manager or supervisor, spent in the handling of grievances.

**NEGOTIATING COMMITTEE**

8.1 The Company agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees, plus the Unit Chairperson who shall be regular
employees of the Company, along with representatives of the International Union.

8.2 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

GRIEVANCE PROCEDURE

9.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable. For the purpose of this Article, reference to "days" relating to steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays, and vacations.

9.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of resolving his complaint. If an employee has a complaint he shall discuss it with his immediate supervisor within five (5) days after the circumstances giving rise to the complaint have occurred or have or ought to have reasonably come to the attention of the employee. The supervisor shall give his response to the complaint within five (5) days and, failing settlement, or failing a response, it may then be taken up as a grievance within five (5) days following advice of the immediate supervisor's decision in the following manner and sequence:

STEP 1

The employee and his Steward may present his grievance to his immediate supervisor. The grievance shall be in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to have been violated. Failing settlement, the immediate supervisor shall deliver his decision in writing within five (5) days following the presentation of the grievance to him. Failing settlement:

STEP 2

Within five (5) days after the decision in Step 1, the Union may submit the grievance in writing to the Director, Human Resources or his designate. A meeting will then be held between the

Director/Manager Human Resources, or his designate, and Union Steward or designate, and the grievor, if either party requests. Such meeting shall be held within seven (7) days of submission of the grievance at Step 2 unless extended by written agreement of the parties. It is understood and agreed that a staff representative of the Union may be present at such meeting at the request of either party and that the Employer may also have such counsel and assistance
as it may desire. The decision of the Director, Human Resources or his designate, shall be delivered in writing within ten (10) days following the date of such meeting.

**STEP 3**

If final settlement of a grievance is not reached at Step 2 then a grievance may be referred in writing, by either party to Arbitration as provided in Article 11, at any time within thirty (30) calendar days after the decision is received under Step 2 or the time allowance for a decision has passed.

Should no settlement satisfactory to the Union be determined, the grievance may be submitted to arbitration in accordance with the Arbitration Procedure as outlined in Article 11.

**9.3** The Company shall not be required to consider any grievance which is not presented within ten (10) calendar days after the grievor and the Union first became aware or ought to have been aware of the alleged violation of the Agreement.

**9.4** When two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a Group Grievance and presented to the Company beginning at Step Two of the Grievance Procedure.

**9.5** The Union or the Company shall have the right to initiate a Policy or a Grievance of a general nature, beginning at Step Two (2) of the Grievance Procedure, and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances.

**9.6**

(a) The time allowance provided in this Article may be extended by mutual agreement between the parties in writing.

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

**DISCHARGE AND DISCIPLINE**

**10.1** Subject to Articles 4 and 12, no employee shall be disciplined or discharged except for just cause. Without limiting management's right to discipline and discharge employees for just cause, the parties acknowledge their shared view of the extremely serious nature of the following employee misconduct.
(a) Theft of property, regardless of amount, or aiding in the commission of a theft of property;
(b) Destruction or sabotage of Company property;
(c) Falsification of Company documents;
(d) Unauthorized use or disclosure of confidential information regarding the business or a customer;
(e) Falsifying or misrepresenting employment information;
(f) Verbal or physical violence in the workplace, including any form of threat; and
(g) Defamation of character including through social networking.

An arbitrator shall take this joint statement into account in exercising his/her remedial jurisdiction.

For the purposes of clarity, the infractions set out in this Article are not intended in any way to exclude other grounds for discharge with just cause.

10.2 A claim by a non-probationary employee that he has been discharged, suspended or otherwise disciplined without just cause shall be treated as a grievance if the written grievance is filed with the management representative or his designate within ten (10) calendar days after the employee has been notified of the discharge, suspension or discipline. The grievance will proceed immediately to Step 2 of the grievance procedure. For the purposes of clarity, the infractions set out in Articles 10.1(a), 10.1(b), 10.1(c), 10.1(d), 10.1(e) and 10.1(f) do not exclude other grounds for discharge with just cause.

10.3 Prior to the delivery of any formal disciplinary notice, employees will be provided the opportunity to have a union representative present with them. Should the employee choose not to have a union representative present, the Union shall be notified as soon as reasonably possible of the formal disciplinary notice.

ARBITRATION

11.1 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within thirty (30) calendar days of the reply under Step 2 of the Grievance Procedure.
11.2 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator.

11.3 The parties agree to make good faith efforts to jointly select an arbitrator before seeking the appointment of an arbitrator by the Minister.

11.4 The party referring the grievance to arbitration shall propose, in writing, to the other party the names of three (3) individuals to act as sole arbitrator. If the proposed individuals are unacceptable, the other party shall propose three (3) additional names for consideration. In the event the parties cannot agree on an appointment, they may continue to exchange names or request an appointment by the Minister of Labour pursuant to section 48(4) of the Ontario Labour Relations Act, 1995, 5.0. 1995, c. 1, Schedule A, as amended.

11.5 Each of the parties will bear its own expense with respect to any arbitration proceedings. The parties will bear jointly the expenses of the arbitrator on an equal basis.

11.6 Time limits specified in the Arbitration Procedures are mandatory and not merely directory and may only be extended by mutual agreement in writing, between the Company and the Union.

11.7 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

11.8 The issue(s) raised in the written grievance and in the grievance procedure shall be presented to the arbitrator and the award shall be confined to such issue(s), unless agreed otherwise by the parties to the Agreement. The decision of the arbitrator shall be final and binding on the parties to the Agreement.

11.9 If a grievance is not advanced to arbitration within the prescribed time limits set out in the Article, the grievance shall be deemed abandoned.

11.10 Each grievance submitted to arbitration shall be heard separately, unless agreed otherwise by the parties to this Agreement.

**SENIORITY**

12.1 All new employees shall be considered to be on probation until he or she has actually worked sixty (60) days or six (6) months, whichever comes first. The probationary period may be extended by the Employer giving the Union and Employee notice of extension. This provision is not to be interpreted as a guarantee that the probationary employee shall be entitled to the said sixty (60) days of actual work. When the sixty (60) days or six (6) months, whoever comes first, is completed, the employee's seniority date shall be the first day of work inclusive of the probationary period.
12.2 An employee shall accumulate seniority by department on the basis of continuous service within a department with the Company since the employee's last date of hire or placement within the department. Seniority shall be on a Hotel-wide basis for the purpose of vacation and in respect of postings in the event that there are no acceptable candidates within the department.

12.3 Seniority shall be maintained and accumulated during:

(a) absence due to lay-off, sickness or accident;

(b) authorized leave of absence.

12.4 An employee shall lose all seniority and his employment shall be deemed to be terminated if s/he:

(a) Voluntarily resigns from the employ of the Company or is retired;

(b) Is discharged and such discharge is not reversed through the grievance procedure;

(c) Is absent from work for three (3) consecutive shifts for which he is scheduled to work without following the Company's call-in procedure, unless an acceptable reason is given;

(d) Fails to return to work within (5) days of being recalled from lay off unless otherwise agreed to between the Company and the employee. Registered letter mailed to the last known address of the employee shall constitute a reasonable effort at recall on the part of the Company;

(e) Has been laid off for a period equal to his length of service, up to a maximum of twelve (12) consecutive months;

(f) Fails to return to work from an authorized leave of absence on the scheduled working day next following the expiry of the leave, unless an acceptable reason is given, or utilizes a leave of absence for reasons other than for which it was granted.

12.5 The Company shall maintain a seniority list, and make an updated copy available to the Union upon reasonable request.

12.6 Work schedules are made in advance by the Company. Employees hold classifications within a specific shift. Hours within a classification and shift will be distributed giving preference to seniority and posted in advance.

12.7 After the signing of the Agreement, the Company shall post a seniority list showing the seniority list of each employee (i.e. last hiring date with the
Company). An employee shall have thirty (30) days to challenge the seniority list with respect to her seniority.

Thereafter, the seniority date of each employee shall be deemed to be conclusive unless the employee could not have discovered the discrepancy.

12.8 Preferential Seniority

(a) Local Union Officers, namely Unit Chairperson, Stewards, and the Grievance Committee appointed in accordance with this provision of the collective agreement 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.

(b) Unit Chairperson, Union Stewards, and Grievance Committee shall hold top seniority in the departments they preside over in case of layoff provided there is work they are able and willing to perform.

(c) Local Union Chairperson Stewards, and Grievance Committee, who are retained in employment due to the provisions of (a) and (b) above shall only be entitled to job preference based on their natural seniority rating.

(d) Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate and maintain seniority for a period of six (6) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Company during the six (6) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the six (6) month period has expired, other than as a new employee.

12.9 The Company will supply the Unit Chairperson of the Union, or in his absence, one (1) member of the Grievance Committee, monthly, with the names of the persons who have been:

1. Recalled to work.
2. New hires.
3. Quits.

LAY OFF AND RECALL

13.1 In the case of a reduction in the workforce, the Company shall consider the following two factors in determining which employee(s) in the department shall be laid off or recalled:
(a) The needs of the business given the employees' qualifications, training, experience, skill, ability and relevant work record; and

(b) the seniority of the employee.

13.2 When, in the opinion of the Company, factor (a) is considered by the Company to be equal as between two or more employees, then seniority shall be the determining factor. Part time employees shall be laid off prior to full time employees being laid off.

13.3 Whenever it becomes necessary to reduce the work force, the employee(s) affected shall be given at least five (5) calendar days notice in advance of the date of lay-off.

13.4 The Local Unit Chairperson shall be notified in advance of the names of any employees slated for lay-off.

13.5 The Company will notify employees of recall by registered mail sent to the most recent address on the employee's employment file. It is the employees duty to keep the Company informed of his correct address and telephone number.

13.6 The employee must advise the Company within forty-eight (48) hours of receipt of the notice whether he wishes to accept or decline the recall offer. Failure to return to work within five (5) calendar days of delivery of notice will result in the employee being considered to have resigned.

**JOB POSTING**

14.1 Permanent vacancies are vacancies declared in a permanent position. Permanent vacancies within the bargaining unit will be posted for a period of seven (7) calendar days.

The notice posted by the Company will set out the classification, rate of pay and general description and requirements of the permanent vacancy.

14.2 An employee must satisfy the following conditions to be eligible to apply for a permanent vacancy:

(a) The employee must have completed his probationary period.

(b) Full Time employees must have completed six (6) months' continuous service in their current classification and Part Time employees cannot apply more than once every 6 months, unless these requirements are waived by the Company in its sole discretion at the time of the posting.

(c) The employee must be available to commence work in the permanent vacancy on the date required by the Company, unless agreed otherwise.
(d) The permanent vacancy must be in the same or a higher classification than the employee's current classification, unless this requirement is waived by the Company in its sole discretion at the time of posting.

14.3 The Company shall consider the qualifications, training, experience, skill, ability and work record of the employee for the purpose of filling the permanent vacancy. Qualified Full Time employees, applying for a permanent vacancy within their classification shall be given preference by seniority.

14.4 The employee selected by the Company for the permanent vacancy shall be subject to a three (3) calendar month observation period at any time during which the Company may return the employee to her former classification, if in the reasonable opinion of the Company the employee is not succeeding in the new position. The reasonable opinion of the Company for this decision is not to be arbitrary, discriminatory or exercised in bad faith. Similarly, during the observation period an employee may also make a written request to return to his former classification should he/she not find the new position suitable. Such request shall not be unreasonably refused.

14.5 A successful applicant shall not be entitled to bid for another permanent Full Time vacancy for a period of twelve (12) months from the date of his successful application and six (6) months with respect to a permanent Part Time vacancy, unless such requirement is waived by the Company in its sole discretion at the time of posting.

14.6 The filling of the vacancy resulting from the assignment of an employee to the permanent vacancy shall not create a cascade of postings. Rather, the vacancy created by the successful applicant at first instance will be posted in accordance with the job posting procedure as set out above. Any vacancy created by the filling of that posting will be offered once to the next most senior Full Time employee in the classification actively at work. Should the next most senior employee not accept the offer, the vacancy will be filled at the Company's discretion. Also, any vacancy created by that employee's acceptance of the offer to fill the vacancy will be filled at the Company's discretion.

14.7 The Company specifically reserves the right to:

(a) Fill the permanent vacancy with a temporary employee(s) during the job posting procedure;

(b) Fill the position previously held by the employee selected to fill the permanent vacancy with a temporary employee(s) during the observation period set out in Article 14.4 (in any subsequent posting for the open position, the Company will give full and proper consideration to applicants other than the employee who temporarily filled the vacancy);
(c) Hire a new employee or transfer other personnel to the permanent vacancy if:

(i) no applications are received within the seven (7) calendar day period set out in Article 14.1; or

(ii) the employees who submitted an application within the seven (7) calendar day period set out in Article 14.1 are not qualified to perform the work in the judgment of the Company.

14.8 If an employee wishes to transfer out of the bargaining unit as defined in Article 2.1, s/he must apply for the transfer to the management representative or his designate. No aspect related to the application or disposition of the request for transfer shall be the subject of a grievance or arbitration brought by the employee or the Union under this Collective Agreement.

UNION REPRESENTATIVE

15.1 If an authorized representative, who is not employed by the Company, wants to speak to Local Union representatives about a grievance or other official business, he shall seek permission of the Hotel Manager, or his designated representative. Where approved these talks will be arranged so that they will not unduly interfere with hotel or work activity.

BULLETIN BOARDS

16.1 The Company agrees to provide Bulletin Boards in areas accessible to employees in the hotel for the purpose of posting meeting notices and official Union information. Notices must be pre-approved by management. Approval will not be unreasonably withheld. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. The bulletin board shall be enclosed and able to be locked.

SAFETY AND HEALTH

17.1 The Company and the Union shall maintain an Occupational Safety and Health Committee as required by the Occupational Health and Safety Act. Such committee members will not suffer any lost wages or benefits as a result of performing the duties required by the Occupational Health and Safety Act.

17.2 The general duties of the Occupation Safety and Health Committee shall be:

(a) To make inspections of the hotel as required by the Act for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
(b) To investigate promptly in accordance with the Act all serious accidents and unsafe conditions or practices. Such investigations shall include accidents, which might have caused injury to a worker, whether or not such injury occurred.

(c) To hold regular meetings as required by the Act for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections. The parties will make efforts to hold meetings at times convenient to committee members given their respective work schedules. If a committee member cannot attend a meeting it is his responsibility to send a designate. Failure to do so will not impede the committee's business.

(d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings in accordance with the Act.

(e) The Union Chairperson of the Committee shall have the right to accompany all authorized Safety Inspectors on tours of the property.

17.3 Employees have the right to refuse unsafe work in accordance with the Occupational Health and Safety Act, as amended. Should the Ontario government abolish the statutory right of employees to refuse unsafe work, it is agreed that until the situation is reviewed by the Company, an employee may refuse to work or do particular work where he has reason to believe that:

(i) any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another employee.

(ii) the physical condition of the work place or the part thereof in which he works or is to work is likely to endanger himself, or

(iii) any equipment, machine, device or thing he is to use or operate or the physical condition of the work place or the part thereof in which he works or is to work is likely to endanger himself or another employee. An employee who exercises his right under this clause without reasonable justification or in bad faith, vexatiously or with ill-motive will be disciplined up to and including discharge.

17.4 No disciplinary action shall be taken against any employee by reason of the fact that he has exercised, in good faith, a right conferred by legislation or this article respecting the occupational health and safety of employees.

HOTEL HOLIDAYS

18.1 A Hotel Holiday that falls on a Saturday or Sunday will be observed, for employees not scheduled to work on the Holiday, on either the preceding Friday or following Monday at the Company's discretion.
18.2 Any absences covered as paid leave in the collective agreement (excluding sick and disability leave) and authorized Union leave for the purposes of training shall be counted as time worked for Holiday pay calculation. Holiday pay for full-time employees shall be calculated as eight (8) hours of pay at the standard hourly rate of pay. Part-time employees shall be calculated and paid in accordance with the Employment Standards Act.

18.3 To be eligible for holiday pay, the employee must work on his last scheduled work day immediately preceding and immediately following the Hotel Holiday, unless otherwise entitled under the Employment Standards Act.

18.4 Unless otherwise explicitly provided in this article, entitlement to holiday pay will be in accordance with the Employment Standards Act. Hotel holidays are: New Year's Day; Good Friday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; December 26th, Family Day.

18.5 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of Time and One Half in addition to holiday pay.

**VACATION WITH PAY**

19.1

(a) Vacation time off will be granted by the Company in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years Continuous Service</th>
<th>Vacation Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2 weeks</td>
</tr>
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(b) Vacation pay for each week of vacation entitlement shall be two (2%) percent of the employee's gross annual earnings.

(c) An employee who is hospitalized because of sickness or accident while on scheduled vacation may seek sick leave during the period of such illness provided that Short Term Disability coverage is approved by the insurance carrier. If Short Term Disability coverage is granted by the insurance carrier, any vacation time previously scheduled during the period of covered disability may be rescheduled at a future date, mutually agreeable to the employee and to the Company.

(d) For vacation purposes, continuous service shall be calculated from the employee's date of hire. Vacation pay shall be paid by direct deposit.

(e) All vacation requests must be submitted for the upcoming 12 months by no later than March 31 of each calendar year. The vacation in its final form will be posted by the department by March 31 of each year.
Vacation shall be scheduled in accordance with business needs taking into consideration employee requests and seniority. Any earned but unused vacation not requested by the February 15th deadline, may be scheduled at the Company's discretion.

(f) Vacation time and pay shall not be accumulated or carried over. Vacation must be taken in within 10 months following the calendar year in which it was earned.

19.2 An employee, who leaves the employment of the Company for any reason shall receive all earned but unpaid vacation pay based on the calculations set out above.

19.3 "Gross Annual Earnings" shall be calculated in accordance with the Employment Standards Act.

WAGES

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

20.2 The Company will pay all employees bi-weekly by direct deposit on a regular pay day. Employees will be provided with at least two weeks' notice of any change in the regular pay day upon which direct deposit will be effected.

20.3 Temporary Transfers

An employee who is temporarily transferred to another classification at the direction of the Company for a period of 2 hours or more shall be paid at the greater of the two rates for the hours worked in the other classification (base rate) with the exception of Service Express Attendants and Drivers who shall be entitled to this benefit if temporarily transferred to another classification at the direction of the Company for a period of 1/2 hours or more.

HOURS OF WORK AND OVERTIME

21.1

(a) The Company will seek to provide a standard work week of 40 hours made up of 5 eight hour days subject to operational concerns and demands.

(b) Weekly schedules will be posted for each department on Thursday of the preceding week at or about 3:00 pm. for all departments except for Banquets which will be posted at or about 6:00 pm. on that day
(c) Employees may not work past their scheduled end of shift time without explicit permission from their department manager or supervisor.

(d) Overtime at the rate of time and one-half of the employee's basic rate shall be paid for authorized hours of work in excess of forty hours per week and, except for Food and Beverage Outlet and Banquets after eight (8) hours in a day.

21.2 Nothing in this Article or this collective agreement shall be construed to mean a guarantee of hours of work per day or per week.

21.3 There shall be no pyramiding of overtime rates.

21.4 The Company shall endeavour to offer overtime opportunities equitably.

21.5

(a) Employees will have two 15 minute rest periods in one eight hour shift. Employees are entitled to one half hour unpaid lunch period during shift.

(d) Employees working overtime for two (2) or more hours will be allowed a fifteen (15) minute rest period for each two (2) hour period worked.

GENERAL

22.1 Gender

Wherever the male gender is used throughout the articles within this agreement, it is agreed that the feminine gender is an acceptable substitute whenever the feminine gender is applicable.

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

INSURANCE AND WELFARE BENEFITS

23.1 Company will pay the premiums on Health, Extended Health and Dental benefits for Full Time Regular Employees at the following levels through the life of the collective agreement:

- $310 (effective ratification)
- $315 (December 2015)
- $315 (December 2016)
- $325 (December 2017)
23.2 The cost of premiums for Life Insurance, Dependent Life Insurance, AD&D, Short Term Disability and Long Term Disability will be borne 100% by Full Time Regular Employees.

BEREAVEMENT PAY AND PAID TIME OFF

24.1

(a) The Company will grant three days paid leave in the event of the death of a non-probationary full time employee's immediate family member.

(b) Immediate family member for the purposes of this article means spouse, parent, spouse's parent, step parent, grandparent, spouse's grandparent, brother-in-law, sister-in-law, child, step child and sibling.

(c) At the request of the Company, employee's seeking leave must provide sufficient evidence of the death.

PAID TIME OFF

25.1 Full time active employees are entitled to paid time off in the event that an employee needs personal time off. Employees are required to provide an explanation, satisfactory to the Company, for the reason for time off (not to be unreasonably refused). Time off will be granted subject to business needs. Paid Time Off is accrued on a monthly basis to a maximum of up to six (6) days per year on the basis of one-half (1/2) day off for each full month actually worked (e.g. exclusive of periods of leave and lay off etc.). Paid Time Off is not carried over beyond March 1st of the following year. Paid Time Off is inclusive of and not in addition to any other leave provided under the Employment Standards Act.

ASSOCIATE MEALS

26.1 All associates are entitled to one meal per shift. Two dollars per meal will be deducted from each employee's pay.

BANQUET GRATUITIES

27.1 The following increases will be made to the current flat rate structure for Banquet Gratuities:

Effective Ratification January 30, 2015 *no retro:

Banquet Server increases:

Breakfast: Increase of $2 to $49
Lunch: Increase of $2 to $52
Dinner: Increase of $2 to $59
Porter
Increase: 35 cents/hr to $5.35/hr

Bartenders
Increase: 35 cents/hr to $5.10

Effective December 15, 2015:

Banquet Server increases:
Breakfast: Increase of $4 to $53
Lunch: Increase of $4 to $55
Dinner: Increase of $4 to $64

Porter
Increase: 35 cents/hr to $5.70/hr

Bartenders
Increase: 35 cents/hr to $5.45/hr

Effective December 15, 2017:

Banquet Server increases:
Breakfast: Increase of $4 to $57
Lunch: Increase of $4 to $60
Dinner: Increase of $5 to $69

Porter
Increase: 35 cents/hr to $6.05/hr

Bartenders
Increase: 35 cents/hr to $5.80/hr

TERM OF AGREEMENT

28.1 This Collective Agreement shall remain in force until December 14, 2018.

FOR THE UNITED STEELWORKERS OF AMERICA

FOR INTERSTATE MANAGEMENT (VANCOUVER METROTOWN) LTD.
### SCHEDULE "A"

**WAGES**

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**NOTE:** Employees who are above the classification rate shall be provided the percentage wage increase on the classification rate, paid as a lump sum on a bi-weekly basis.
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SCHEDULE "B"

RRSP

In accordance with current plan: The Retirement Savings program provides employees a unique opportunity to build substantial funds for retirement and reduce an employee's current income taxes. An employee's participation in the RRSP program allows employees to make pre-tax contributions, through the convenience of payroll deductions, to a tax-deferred investment account. The employee's share of the contribution is based on the percentage of what the employee has saved, up to a maximum of 6% of the employee's pay. The Company will contribute $0.65 for every $1.00 the employee saves up to a maximum of six percent (6%) contribution. If the Company is required to contribute to the Ontario Retirement Pension Plan ("ORPP") on behalf of an employee, the Company's obligation to contribute to the Registered Retirement Pension Plan as set out in this Schedule, on behalf of that employee shall be reduced by an amount equal to the Company's contribution to the ORPP for the employee.
December 15, 2014 - December 14, 2018

Letter of Understanding

Between

Interstate Management (Vancouver Metrotown) Ltd.

-and-

United Steelworkers of America

Parties agree to the following Letter of Understanding that survives the collective agreement:

The Union agrees that in the event that the Company determines that it wishes to seek the provision of benefits from another source at the end of this collective agreement, the union will not oppose the employer's efforts in this regard, in bargaining or otherwise, and will not oppose an employer proposal that will result in substantially the same level of benefit provided to employees for substantially the same (or less) cost to employees in the aggregate at the time of transition, taking into consideration normal cost of living increases.

The parties agree that if an employee has coverage for Health/Extended Health/Dental through another source, they will not be covered and premiums are not paid on their behalf.

FOR THE UNITED STEELWORKERS OF AMERICA

FOR INTERSTATE MANAGEMENT (VANCOUVER METROTOWN) LTD.
December 15, 2014 — December 14, 2018

Letter of Understanding

Between

Interstate Management (Vancouver Metrotown) Ltd.

-and-

United Steelworkers of America

Effective January 1, 2017, full time Stewards, Kitchen and Maintenance employees will be entitled to a $50 Shoe Allowance, so long as they provide a receipt for the purchase of safety shoes.

FOR THE UNITED STEELWORKERS OF AMERICA

FOR INTERSTATE MANAGEMENT (VANCOUVER METROTOWN) LTD.

- 26 -
Letter of Understanding

Between

Interstate Management (Vancouver Metrotown) Ltd.

-and-

United Steelworkers of America

The Employer will offer overtime in order of seniority within the job classification.

1. Prior to incurring overtime, the Employer agrees to offer available hours to employees in the same job classification first and then to employees in different job classifications within the department who have not maximized their hours, subject to maintaining a skilled and qualified workforce.

2. If there are no employees within the Department who wish to maximize their hours, the Employer may offer the available hours to employees in other Departments who have not yet maximized their hours.

3. In the event there are no employees who wish to maximize their hours from other Departments, overtime will be mandated within the home Department beginning with the least senior person.

FOR THE UNITED STEELWORKERS OF AMERICA

FOR INTERSTATE MANAGEMENT (VANCOUVER METROTOWN) LTD.