

Collective Agreement

BETWEEN:

Toronto Cricket Skating and Curling Club

(hereinafter referred to as "the Company")

- AND -

Unifor and its Local 673

(hereinafter referred to as "the Union")

Term of the Agreement –
October 1st, 2025 – September 30th, 2028

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the parties, to provide means for the prompt disposition of grievances, to establish and maintain satisfactory working conditions for employees who are subject to the provisions of this agreement and to prevent interruptions of work and interference with the efficient operations of the Company's business.
- 1.02 The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient, member oriented operation and improve itself in a highly competitive market, and the Union agrees to support the Company in obtaining these objectives, all of which are consistent with this Collective Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of Toronto Cricket Skating and Curling Club, save and except supervisors and persons above the rank of supervisor, sous chef and persons above the rank of sous chef, sports coaches, activity coordinators, sports consultants, lifeguards, daycare employees, IT, sales, office and clerical staff, seasonal staff and third party curling maintenance.
- 2.02 Persons excluded from the bargaining unit shall not perform the regular work of employees covered by this Agreement except for the purposes of instruction, management training, in the event of an emergency, or to meet the immediate demands of service.

ARTICLE 3 - INTERPRETATION AND DEFINITIONS

- 3.01 The term "full-time employee" shall mean any employee hired for an indefinite period and who is regularly scheduled to work the normal full-time hours referred to in Article 9.01.
- 3.02
 - (a) The term "part-time employee" shall mean any employee who regularly works less than thirty (30) hours per week.
 - (b) A part-time employee's normal work week may exceed thirty (30) hours per week for any period of twenty-six (26) consecutive weeks or where relieving for sickness, accident, vacation or leaves of absence including pregnancy/parental leave. It is understood that such exceptions to a part-time employee's normal work week may commence with their initial hire date.
- 3.03 Casual employee shall refer to employees hired for a specific term or task or to replace employees on pregnancy/parental leave or other approved leaves of absence. The discipline or release of such employee shall not give rise to a difference between the parties or be the subject of a grievance for any reason. If the employee is retained beyond the period, such employee shall be credited with service towards the completion of their probationary period. Union dues will be paid following the completion of 120 hours of work.
- 3.04
 - (a) Agency Personnel are persons supplied to the Company. They are deemed not to be employees of the Company and are not covered by the terms of this Agreement.

- (b) Agency Personnel will not be used if it were to cause the layoff of existing full-time or part-time employees.
 - (c) Agency Personnel will be used for short-term coverage, emergency replacement, or to meet service demands, for no greater than three (3) consecutive weeks. In the event an extension to this specific term is required, the Company will communicate to the Chairperson.
- 3.05 "Seasonal staff" shall refer to any employee or vendor hired to work for a specific term. In accordance with Article 26.01, the Company will communicate the seasonal staff requirements, and any extensions to the specific terms as required.
- Seasonal erection, tear down and maintenance of the tennis "bubble", outdoor ice rink, basketball court, curling and pool maintenance, and other seasonal business such as camp staff, as required, will be contracted to third parties.
- 3.06 The use of they/their will be understood to include all genders/gender identities.

ARTICLE 4 - MANAGEMENT FUNCTIONS

- 4.01 The Union recognizes that the management of the Company and direction of the working forces are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain standards, order, discipline and efficiency;
 - (b) hire; assign; direct; schedule; promote; demote; classify; transfer; lay-off; recall; suspend, discharge or otherwise discipline non-probationary employees for just cause;
 - (c) determine the nature and kind of business conducted by the Company, the products to be carried, processed and sold, the kinds and locations of equipment, merchandise, goods and fixtures to be used, the type and standard of Member service, the control of materials and goods, the methods and techniques of work, the schedules of work, number of personnel to be employed; make studies of and institute changes in jobs and job assignments; discontinue, reorganize, limit, combine, substitute any operation or part thereof; and determine all other functions and prerogatives here before invested in and exercised by the Company which shall remain solely with the Company;
 - (d) make and enforce and alter from time-to-time rules and regulations to be observed by the employees; and
 - (e) discipline or discharge a probationary employee for any reason satisfactory to the Company, subject to compliance with the Ontario *Human Rights Code*.
- 4.02 The Company's exercise of these exclusive rights in one manner or another, or the non-exercise of such rights, in no way circumscribes the exercise of such rights in future.
- 4.03 It is agreed that the exercise of these rights in a manner which conflicts with the express provisions of this Collective Agreement shall be subject to the grievance procedures contained herein.

ARTICLE 5 - RELATIONSHIP

- 5.01 The Company and the Union each agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union. The Company and the Union agree to cooperate to

resolve any issues that arise.

- 5.02 The Union further agrees that there shall be no solicitation for membership, collection of dues or other Union activities during working hours, except as permitted by this Collective Agreement.
- 5.03 No Discrimination
- The parties agree that there shall be no discrimination in the workplace pursuant to the provisions of the Ontario *Human Rights Code*.
- 5.04 There shall be no discrimination, interference, restraint, or coercion by or on behalf of any member of management for the Company regarding any employee because of membership in the Union. The Union, its members and/or its agents shall not intimidate, coerce or attempt to intimidate or coerce employees into membership and shall not, on the Company's time or premises, conduct or attempt to conduct Union activities except as herein expressly provided.
- 5.05 There shall be no discrimination, harassment, or workplace violence by any of the Company's members toward any employee who is a member of the Union.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 The Company agrees that during the term of this Agreement there shall be no lockout.
- 6.02 The Union agrees that during the term of this Agreement neither the Union nor any employee will collectively, concertedly, or individually cause, permit, encourage, engage, or participate in any strike, slow-down or stoppage of work, or any actions of any nature which interfere with the Company's operations or service including picketing of any kind or form however peaceful.
- 6.03 It is agreed and understood that if any of the prohibited activities referred to above is conducted by any employee and is established by the Company, it shall be deemed to be sufficient and just cause for the disciplinary action imposed.

ARTICLE 7 - UNION DUES

- 7.01 The Company agrees to deduct from the first pay due each calendar month for each employee covered by this Agreement, initiation fees and an amount equal to the regular monthly dues to remit such amounts no later than the twenty-eighth (28th) day of such month to the Secretary Treasurer of the Local Union.
- The Company further agrees that with the submission of deductions, the following will be provided electronically to the Secretary Treasurer of the Local Union:
- (a) the amount of dues, fees, and/or other assessments as established by the Union;
 - (b) in the event there are no deductions for an employee during that month, the reasons will be provided; and
 - (c) each employee's address, email and phone number if available; department, job title, seniority date, hours of work, and wage rate.
- 7.02 The amount to be deducted shall be equivalent to the regular dues payment of Unifor and shall not include installation fees or special assessments. The amount to be deducted shall not be changed in the terms of this Agreement except to confirm with a change in the amount of regular dues of Unifor in accordance with its constitutional provisions. The provision of this clause shall be applicable on receipt by the Company of sixty (60) days notice in writing from Unifor of the amount of regular monthly dues and written instructions signed by Unifor.

- 7.03 The Union shall indemnify and save the Company harmless from any and all claims, demands, suits, judgements, attachments and from any form of liability as a result of making such deductions in accordance with the written direction of the Union.
- 7.04 It is agreed that the Union and employees will not engage in Union activities during working hours or on Company property except as specifically authorized by this Agreement.
- 7.05 The Company agrees that paying Union dues and membership in the Union is a condition of employment.

ARTICLE 8 - UNION REPRESENTATION

- 8.01 The Company acknowledges the right of the Union to appoint or otherwise elect three (3) union representatives, one (1) of whom will be recognized as the Chairperson. In the event the Chairperson is absent due to illness or leave, a designated union representative shall perform their duties. The Company will recognize the Committee for the purposes of negotiations, handling grievances and attending meetings with management in accordance with the provisions of this Agreement.
- 8.02 A union representative's first obligation is to the performance of their regular duties, and they shall not leave their regular duties without first obtaining permission from the immediate supervisor or their designate and shall advise the supervisor of the nature of their business and approximate duration and report back to such supervisor at the time of their return to work. Such requests shall not be unreasonably denied. At no time shall a union representative interrupt employees while such employees are working. Such time spent during a union representative's regular shift shall be paid at their regular rate. When the union representative is asked to meet with the Company regarding a discipline or other duties as the union representative, the Company will pay the union representative for the duration of the time spent.
- 8.03 The Union shall notify the Company of the names of the union representatives and shall notify the Company of any changes.
- 8.04 The Union Bargaining Committee shall be comprised of up to three (3) bargaining unit employees along with the President, or in their absence, the Vice-President of the Local will be ex-officio members of the Committee, if not elected thereto. A National Representative or Representatives of the Union may be present and participate in any meetings of the Union Committee and the Company. The Company agrees to pay for 50% of the employee's lost time for attending meetings with the Company during bargaining and agrees to pay for half the costs of the rooms rented for that purpose.
- 8.05 Union duties and activities will not be carried on during working hours of employment except that the Local President or designate and/or National Representative may, with advance approval of human resources or non-union designate, enter the site to interview employees for the purpose of hearing grievances or investigations. This approval will not be unreasonably denied. It is understood that such visits will be timed to cause as little disruption as possible to the normal conduct of business. It is further understood that representatives of the Union will comply with the Company's rules and regulations.
- 8.06 The Company agrees that whenever a meeting is held with an employee where the subject matter is intended to become part of such employee's record regarding their work or conduct, the Chairperson will be notified, and if unavailable, a union representative will be present. It is understood that a failure to comply with this article will not render the discipline void. In the event that this occurs, the Company will advise and review the case of the employee concerned with the union representative.

- 8.07 Union representatives elected or appointed in accordance with the provisions of the Collective Agreement will not be laid off because of lack of work except where all employees in the department have been laid off, and so long as they have the skill and ability to perform any work available in their respective departments.
- 8.08 The Company will provide the union representatives with a stationary filing cabinet in an easily accessible area.
- 8.09 The Company shall continue to pay the wages of the union representatives for Union-approved leaves in this Collective Agreement. The Company will invoice the Union monthly for the amounts to be reimbursed. The Union agrees to pay the invoice within fifteen (15) days of receipt.

ARTICLE 9 - HOURS OF WORK

- 9.01 The following paragraphs and sections are intended to provide a reference for the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week, or as a guarantee of working schedules, but shall serve to assist the parties in the computation of regular pay and overtime pay.
- 9.02 The normal work week for regular full-time employees shall consist of up to forty (40) hours per week and the normal workday for such employees shall consist of eight (8) hours per shift, inclusive of a thirty (30)-minute paid meal period following five (5) consecutive hours of work.
- 9.03 Authorized hours worked in excess of forty (40) hours per week shall be compensated at time and one-half (1.5) the employee's regular straight time hourly rate. Employees may be required to work overtime.
- 9.04 The parties agree that there shall be no pyramiding of overtime payments.
- 9.05 Whenever possible, work schedules shall provide employees with two (2) consecutive days off each week, subject to the Company being able to maintain an adequate and qualified workforce.
- 9.06 Employees will not be required to work more than six (6) consecutive days in a workweek unless the Company and the employee agree.
- 9.07 Employees will be entitled to one (1) 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 and worked, then they will be entitled to a second (2nd) fifteen (15)-minute rest period. Should the employee be scheduled for a third four (4) hours in any one day and worked, then they will be entitled to a third (3rd) fifteen (15)-minute rest period. These rest periods will be unpaid and are to be taken at times which do not interfere with the efficient and required provision of service.
- 9.08 Employees will be entitled to one (1) thirty (30)-minute paid meal period, following five (5) consecutive hours of work.

ARTICLE 10 - REPORTING ALLOWANCE

- 10.01 Employees who report for work when they have not been notified in advance not to do so, and for whom regular work is not available, shall be provided with three (3) hours' work or three (3) hours' pay in lieu therefor as part of their regularly hourly rate of pay. Any employee so affected shall take such temporary work as is available in order to qualify for the three (3) hours' pay. This provision shall not apply if the failure to provide work is caused by any reason beyond the control of the Company.

ARTICLE 11 - CALL-IN PAY

- 11.01 Employees who are called in to work after leaving the Company's premises, following the end of their scheduled shift and two hours prior to their next scheduled shift reporting time, shall be paid a minimum of three (3) hours' pay at their regular hourly rate of pay.

ARTICLE 12 - WORK SCHEDULES

- 12.01 The Company will provide schedules on Wednesdays by 5 pm for hours to be worked by employees during the following week or for such longer period as the Company considers appropriate. Such schedule is for the information of employees, is not a guarantee of hours, and may be subject to change. The work week is defined as Sunday through Saturday.
- 12.02 Should the Company be required to make changes to the schedule once it has been posted, the Company will make best efforts to provide the employee with twenty-four (24) hours notice of the change to the schedule.
- 12.03 In scheduling hours of work for employees, the Company shall endeavour to provide full-time employees with hours of work equivalent to the normal work, subject to business and operational requirements, before scheduling part-time employees. This provision shall not require the Company to schedule full-time employees on an overtime basis rather than schedule part-time employees.
- 12.04 Work schedules will be sent electronically to the Chairperson in accordance with Article 12.01.

ARTICLE 13 - PROBATIONARY EMPLOYEES

- 13.01 An employee will have no seniority and shall be considered on probation until they have been employed for three (3) months of active, continuous employment since the last date of hire with the Company.
- 13.02 The Company may discipline or discharge a probationary employee in its sole discretion for any reason satisfactory to the Company at any time during the probationary period. It is agreed that the discipline or discharge of a probationary employee is a matter not covered by the terms of this Agreement and shall therefore not be grievable or arbitrable, unless it is a matter covered by the protected grounds as defined by the *Human Rights Code*.

ARTICLE 14 - SENIORITY

- 14.01
- (a) Seniority shall mean the length of an employee's continuous service with the Company from the employee's last date of hire into the bargaining unit. Seniority shall accumulate during all periods of active employment and during approved leaves of absence.
 - (b) Seniority shall only be credited upon the completion of a probationary period of three (3) months of active, continuous employment from the last date of hire.
 - (c) Seniority rights shall apply only to the extent expressly provided in this Agreement.
- 14.02 The seniority of an employee shall be lost, and their employment automatically terminated for any of the following reasons:
- (a) An employee quits their employment.
 - (b) An employee is discharged for just cause and is not reinstated through the grievance

procedure or arbitration.

- (c) An employee does not perform work for the Company for a period of nine (9) months in the case of layoff or for twenty-four (24) months for any other reason.
- (d) An employee is absent from work without authorization for more than three (3) scheduled shifts unless an explanation satisfactory to the Company is given by the employee.
- (e) An employee overstays a vacation or leave of absence without securing the extension of such leave of absence or vacation from the manager, unless an explanation satisfactory to the Company is given by the employee.
- (f) An employee fails to report for work within seven (7) calendar days after the delivery of Notice of Recall at their last known address by registered mail or by electronic means, from the Company following a lay-off.
- (g) An employee utilizes a leave of absence for purposes other than those for which it was granted.
- (h) An employee fails to return to work immediately after the Company has been notified by a doctor or Workplace Safety and Insurance Board that the employee is able to return to their job.

14.03 It will be the responsibility of employees to provide written notification of any changes in their address and telephone contact number(s) to the manager.

14.04 Layoff and Recall

- (a) If the Company decides to decrease the workforce, then employees will be laid off from work within their departments in reverse order of their seniority, provided the Company is satisfied the remaining employees can meet the normal requirements of the remaining jobs.
- (b) Once the Company has selected the employee to be laid off in accordance with this Article, it may re-categorize the employee to be laid off to part-time status.
- (c) If the Company decides to increase its workforce, it shall first consider regular full-time employees who are on layoff and shall recall the most senior employee provided the Company is satisfied the employee has the qualifications to perform the work available without training.
- (d) An employee, while retained on the seniority list during layoff, accumulates seniority during such period.

14.05 An employee shall not be disciplined on their day off.

14.06 Job Postings

- (a) Where the Company decides a full-time new or vacant position exists, it shall post the notice of such vacancy on the Company bulletin board and electronically for a period of seven (7) calendar days. Employees bidding on such vacancy must make application to the manager in writing no later than the seventh (7th) calendar day. Full-time and part-time employees may apply. The Company need not consider any applicant to a posting who has, within the prior three (3)-month period, successfully bid on a vacancy. A copy of the job postings will be sent electronically to the Chairperson.
- (b) Such employees shall be considered for the position on the basis of their qualifications. If the Company is satisfied that qualifications of employees to perform the job, without training, are equal, then the most senior employee shall be selected.

- (c) In addition to 14.06(b), the Company may consider and not grant a new or vacant position to an employee based on their disciplinary record.
- 14.07 For the purposes of the Collective Agreement, "qualifications" shall be defined as an employee's skill, ability, education, and experience.
- 14.08 Nothing within this article limits the Company's right to assign or transfer employees within the same classification to different job assignments within that classification.

ARTICLE 15 - MEDICAL NOTES

- 15.01 Where an employee is absent from the workplace for a non-occupational illness or injury for more than three (3) days or in circumstances where there has been a pattern of absence, upon the Company's request, the employee will be required to supply a certificate from a physician that substantiates the absence and that confirms they are able to perform the essential duties of the position. The Company will reimburse the employee for the cost of the medical certificate, up to \$30 inclusive of HST. The Company may, at any time, request that an employee attend at a physician(s) of the Company's choosing for purposes of a medical examination. When such a request is made of an employee, it shall be complied with provided the employee is physically able to attend the appointment.

Any Company requests to attend an independent medical exam shall be paid for by the Company.

ARTICLE 16 - TEMPORARY VACANCY

- 16.01 This sub article will not apply where the Company does not expect the vacancy to exceed forty-five (45) calendar days or where the vacancy is caused by illness, accident, vacations, or leaves of absence including pregnancy/parental leave. Such vacancies may be filled at the sole discretion of the Company.

ARTICLE 17 - TEMPORARY ASSIGNMENTS

- 17.01 An employee shall perform any temporary work which the Company directs with the understanding that when an employee is assigned to a classification with a lesser rate of pay, they shall receive their regular rate of pay.
- 17.02 An employee temporarily assigned to a higher classification in the bargaining unit for a full workday shall be paid at the level of the salary grid of the higher classification which provides an increase in rate to the employee. Such payment shall be made for each full workday during the week that the employee worked in the higher classification.

ARTICLE 18 - SENIORITY LISTS

- 18.01 The Company agrees that new hires will be placed on the seniority list in alphabetical order by last name.
- 18.02 A seniority list of employees shall be maintained by the Company and shall show the seniority date of each employee, which will be updated, posted and a copy will be provided to the Unit Chairperson quarterly. Employees who wish to question their seniority must do so in writing within twenty-five (25) calendar days of such posting. If no challenge is made within twenty-five (25) calendar days, the employee's seniority shall be deemed correct. Should two or more employees have the same seniority date, the employee with the birth date (month/day only) closest to the start

of the calendar year shall prevail as most senior.

- 18.03 The seniority of an employee shall be defined as the length of uninterrupted service since the last date of hire with the Company. Seniority shall only be credited upon the completion of a probationary period of three (3) months from the last date of hire. Seniority rights shall apply only to the extent expressly provided in this Agreement.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.01 For purposes of this Collective 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.
- 19.02 It is the mutual desire of the parties hereto that complaints of employees be dealt with as quickly as possible. It is understood that an employee has no grievance until they have first brought the complaint to the attention of their immediate supervisor or designate within five (5) calendar days after the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the employee. An employee may request the assistance of a union representative while bringing the complaint to the attention of their immediate supervisor or designate. The complaint may be oral or in writing and the immediate supervisor or designate should have the opportunity to resolve it within five (5) calendar days.

Failing a resolution, the employee must file their grievance under Step 1 within five (5) calendar days after the immediate supervisor has attempted to resolve the issue giving rise to the grievance.

Step 1

The employee, who may request the assistance of their union representative, may present their grievance to their immediate supervisor. If more than one employee is affected by the same factual circumstances, a group grievance may be filed. The grievance shall be in writing on a grievance form provided by the Company and the Union. The grievance shall be signed by the employee and shall include the nature of the grievance, the date the grievance occurred, the remedy sought and the provisions of the Agreement which are alleged to have been violated. Failing settlement, the immediate supervisor shall deliver their decision in writing within five (5) calendar days following the presentation of the grievance to them.

Failing resolution:

Step 2

Within five (5) calendar days after the date the decision in Step 1 is given or due, whichever is first, the employee, who may request the assistance of the union representative, may submit the grievance in writing to the manager or their designate who shall deliver their decision in writing within five (5) calendar days following the presentation of the grievance to them. It is understood and agreed that a staff representative of the Union shall be present at such meeting at the request of either party, and that the Company may also have such counsel and assistance as it may desire. The decision of the manager or their designate shall be delivered in writing within five (5) calendar days following the date of such meeting.

- 19.03 Policy Grievance

It is agreed that a grievance arising directly between the Company and the Union can be raised provided it is raised within ten (10) calendar days from the time the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the party grieving. Such grievance shall be commenced at Step 2 and time limits set out with respect to that step shall appropriately apply. It is understood, however, that the provisions of this section may not be used

with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.

19.04 Company grievance

It is agreed that a grievance brought by the Company against an employee can be raised provided it is raised within five (5) calendar days from the time the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the Company.

19.05 Suspension or Discharge grievance

A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step 2 of the grievance procedure within five (5) calendar days after the date the discharge or suspension is given.

Subject to Article 5, such grievance may be settled under the grievance or arbitration procedure by:

- (a) confirming the Company's action in dismissing or suspending the employee; or
- (b) by any other arrangement which may be deemed just and equitable.

ARTICLE 20 - ARBITRATION PROCEDURE

20.01 Failing settlement under the foregoing procedure of any grievance arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievances may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) calendar days after the decision under Step 2 is given or was due, the grievance shall be deemed to have been abandoned.

20.02 When either party requests that any matter may be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement and at the same time shall suggest possible arbitrators. If the parties are unable to agree upon an arbitrator within a period of thirty (30) calendar days, either of them may request the Minister of Labour for the Province of Ontario appoint an impartial arbitrator.

20.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance without the consent of the parties.

20.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

20.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement, nor to award interest.

20.06 The proceedings of the arbitrator will be expedited by the parties, and the decision of the arbitrator will be final and binding upon the parties hereto and employee(s) concerned.

20.07 The parties acknowledge that the time limits set out in both the Grievance and Arbitration Procedures must be strictly complied with unless there is a written agreement to extend them. Failure to so comply shall result in the grievance being deemed to have been abandoned notwithstanding the provisions of Section 48(16) of the *Labour Relations Act*. Each of the parties hereto equally bears the expenses of the arbitrator.

ARTICLE 21 - LEAVES OF ABSENCE

- 21.01 The Company may, in its discretion, grant leave of absence without pay for legitimate personal reasons. Requests for such leave shall be made in writing to the manager stating the reasons for such request and the proposed duration, at least two (2) weeks in advance except in cases of emergency. The expectation is that available vacation time will be used before leaves of absence are requested.
- 21.02 All other leaves of absence shall be in compliance with the *Employment Standards Act, 2000*, S.O. 2000, c. 41, as amended.
- 21.03 Upon written request, the Company shall grant a Union unpaid leave of absence to a maximum of three (3) employees for a maximum of fifteen (15) days per year (non-cumulative), for the purpose of attending Education Leave, Conventions, or Conferences conducted by the Union. The release of employees under this Article shall only be granted if it will not impact the Company's ability to maintain a qualified and adequate workforce. The Company agrees to release the requested employee(s) so long as the Union leave request is received fourteen (14) days prior to the requested leave date(s).
- 21.04 Upon written request, the Company shall grant a Union unpaid leave of absence to the Chairperson or designate other for a maximum of four (4) hours per month (non-cumulative), for the purpose of attending monthly Local Executive Meetings. The release of the Chairperson under this Article shall only be granted if it will not impact the Company's ability to maintain a qualified and adequate workforce. The Company agrees to release the requested employee(s) so long as the Union leave request is received fourteen (14) days prior to the requested leave date(s).

ARTICLE 22 - PREGNANCY/PARENTAL LEAVE

- 22.01 Pregnancy/Parental leave shall be granted in accordance with the terms set out in the *Employment Standards Act, 2000*, S.O. 2000, c. 41, as amended.

ARTICLE 23 - BEREAVEMENT LEAVE

- 23.01 A maximum of five (5) days paid leave of absence will be provided to an employee for the purpose of grieving, making arrangements, and attending the funeral of one of the following immediate family members:
- Spouse (including same sex)
 - Parent/Stepparent
 - Child/Stepchild
 - Brother/Sister
- 23.02 A maximum of three (3) days paid leave of absence will be provided to an employee for the purpose of grieving, making arrangements, and attending the funeral of one of the following immediate family members:
- Grandparent
 - Grandchild
 - Ward/Guardian
 - Mother/Father-in-Law
 - Son/Daughter-in-Law
 - Brother/Sister-in-law

- 23.03 A maximum of one (1) day paid leave of absence will be provided to an employee for grieving and attending the funeral of a member of the employee's extended family, to a maximum of three (3) incidents (three (3) days) per calendar year:
- Aunt/Uncle
Cousin
- 23.04 The leave of absence must occur within ten (10) days of the death for which the leave is taken, subject to exceptional circumstances which must be approved by the department manager. Extension to the timeline may require evidence that is reasonable in the circumstances. Requests for bereavement leave should be made to the direct supervisor as soon as possible, so the Company may arrange coverage.
- 23.05 Leaves of absence for bereavement leave will be applied against the leave entitlements set out in the *Employment Standards Act, 2000*, S.O. 2000, c. 41
- 23.06 Vacation days scheduled for a period covered by such bereavement leave may be rescheduled subject to the approval of management.

ARTICLE 24 - HEALTH AND SAFETY

- 24.01 It is the policy of the Company to make reasonable provision for safe and healthful working conditions for all employees, and the employee agrees to work in a safe manner.
- 24.02 The Union will cooperate in the enforcement of safety rules and regulations.
- 24.03 A joint health and safety committee will be established. Such committee will have an equal number of bargaining unit and management members, and such committee will have a minimum of two (2) committee persons and shall be certified by the Company. The Union shall elect or appoint the bargaining unit members of the committee.

ARTICLE 25 - SHOES AND PANTS ALLOWANCE

- 25.01 The Company will supply safety shoes for all Maintenance employees or other positions that require safety shoes to be worn at work as designated by the Company. The Company will reimburse up to \$160 inclusive of HST annually or \$320 inclusive of HST every two (2) years, for the purchase of shoes, subject to providing a receipt confirming payment.
- 25.02 The Company will reimburse to each full-time employee, the amount of \$110 inclusive of HST annually or \$220 inclusive of HST every two (2) years, towards the purchase of shoes to be worn at work, provided such shoes shall be black, without open toe or heel, and have approved skid-proof or anti-skid heels and soles. Payment is subject to providing a receipt confirming payment.
- 25.03 The Company will reimburse part-time employees who have worked a minimum of twelve (12) months and an average of eighteen (18) regular hours in the previous twelve (12) months, the amount of \$100 inclusive of HST annually or \$200 inclusive of HST every two years, towards the purchase of shoes to be worn at work, provided such shoes shall be black, without open toe or heel, and have approved skid-proof or anti-skid heels and soles. Payment is subject to providing a receipt confirming payment.
- 25.04 The Company will reimburse each full-time and part-time Server, Assistant Server, Host, Bartender, Barista, and Banquet Lead upon the completion of their probationary period towards the purchase of pants to be worn at work, provided such pants comply with the established standards of the Company. The Company will reimburse full-time employees up to \$75 inclusive of HST annually, and part-time employees up to \$50 inclusive of HST annually. Payment is subject to providing a

receipt confirming payment.

ARTICLE 26 - LABOUR MANAGEMENT COMMITTEE MEETINGS

- 26.01 Labour Management meetings will be held monthly between the designated parties to discuss issues which may arise in the course of normal operations. An agenda will be submitted by each party twenty-four (24) hours in advance.

ARTICLE 27 - VACATIONS

- 27.01 All employees shall be entitled to vacation with pay based on length of continuous service as follows:
- (a) Employees who, on the anniversary of their hiring date, have completed one (1) year but less than five (5) years of continuous service shall be entitled to two (2) weeks annual vacation at 4% of gross earnings in the previous year (excluding vacation pay).
 - (b) Employees who, on the anniversary of their hiring date, have completed four (4) years but less than ten (10) years of continuous service shall be entitled to three (3) weeks annual vacation at 6% of gross earnings in the previous year (excluding vacation pay).
 - (c) Employees who, on the anniversary of their hiring date, have completed nine (9) years of continuous service shall be entitled to four (4) weeks annual vacation at 8% of gross earnings in the previous year (excluding vacation pay).
 - (d) Employees who, on the anniversary of their hiring date, have completed twenty (20) years of continuous service shall be entitled to five (5) weeks annual vacation at 10% of gross earnings in the previous year (excluding vacation pay).
- 27.02 Employees are eligible to request accrued vacation time at the end of their first year of employment. There shall be no carry over of vacation from one employment year to the next.
- 27.03 Vacations shall not be cumulative and must be taken in the vacation entitlement year following the employee's anniversary date of commencement of employment.
- 27.04 Vacations shall be scheduled by the Company by seniority and with reasonable consideration given to employee requests provided that the business needs are met. Employees shall indicate their preference for vacation time off for the upcoming vacation entitlement year prior to February 15th of each year, and the Company will post the vacation schedule prior to June 1st of each year. Vacation requests thereafter are on a first come, first serve basis. Where an employee leaves the employ of the Company, the Company will pay out any outstanding vacation pay accrued to the date of termination. Should there be any overpayment of vacation pay, the employee agrees to repay the overpayment through a deduction from their final pay.
- 27.05 Part-time employees are paid vacation pay pursuant to the *Employment Standards Act, 2000*, S.O. 2000, c. 41, as amended.

Vacation scheduling

- 27.06 While the Company attempts to accommodate employee requests, the Company reserves the right to schedule vacation. The Company reserves the right to identify periods of the year in which no vacation time will be granted.
- 27.07 Vacation cannot be taken in greater than three (3) week blocks. Management may at its discretion grant a period in excess of the above maximum.

ARTICLE 28 - HOLIDAYS

28.01 Employees shall be entitled to the following public holidays with pay:

New Year's Day
Family Day
Good Friday
Civic Holiday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

28.02 Holiday pay shall equal the amount prescribed by the *Employment Standards Act, 2000*, S.O. 2000, c. 41, as amended.

28.03 Where an employee is required to perform work on one of the above-mentioned holidays, they shall be paid one-and-a-half times (1.5) their regular hourly rate for all hours worked and in addition will receive holiday pay for the holiday worked.

28.04 In order to qualify for holiday pay, the employee must work their full scheduled hours of work on their workday immediately preceding and immediately following the holiday unless absent for reasonable cause.

28.05

- (a) Where a holiday falls during an employee's scheduled vacation period, their vacation shall be extended by one (1) day.
- (b) Where a holiday falls during an unpaid leave of absence, including layoff, the employee will not receive holiday pay unless they worked in the preceding four weeks, in which case the holiday pay will be calculated by dividing their regular pay during the four (4)-week period by twenty (20). If the employee is on a paid leave of absence, they shall receive the holiday pay to which they are entitled for the holiday instead of their regular pay.

ARTICLE 29 - JURY DUTY AND JURY SELECTION

29.01 An employee shall be granted leave with pay at their regular rate of pay for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty and jury selection. The employee shall remit to the Company the full amount of jury pay or any other monies received by them in respect of jury duty or jury selection, as well as a certificate of service signed by the Clerk of the Court showing the amount of jury pay received.

ARTICLE 30 - WAGES

30.01 The wages applicable under this Agreement are attached hereto as Schedule A.

30.02 Wages will be paid by direct deposit on Thursday to the bank of the employee's choice. Pay statements for the previous two (2) weeks work will be available no later than 5:00 p.m. on the Thursday. Where a public holiday occurs on a Thursday, pay and pay statements will be issued on Wednesday no later than 5:00 p.m.

If there is an error in pay of \$100.00 or more and the employee requests it be corrected prior to the next pay date, it will be corrected within two (2) business days from the date the error was reported to the employee's supervisor or manager.

ARTICLE 31 - BULLETIN BOARDS

- 31.01 The Company agrees to permit the Union to post notices of meetings and other Union business and affairs on a bulletin board provided by the Company for such purposes. It is agreed however, that such notices must first be approved by the Company, but such posting shall not be unreasonably denied.

ARTICLE 32 - COPIES OF THE AGREEMENT

- 32.01 The Union and Company agree to share the cost of printing copies of the Collective Agreement in booklet form to all employees with the understanding that competitive bids will be invited from unionized printers.

ARTICLE 33 - DURATION

- 33.01 This Agreement shall become effective on the date of written receipt of ratification and shall remain in effect until September 30th, 2028 and thereafter on an annual basis until terminated or amended as hereinafter provided. If either party desires to terminate or amend this Agreement, they shall give to the other party not less than ninety (90) days' notice in writing, of such intention, prior to the anniversary date. If such notice is not given, this Agreement shall continue in force from year to year thereafter until terminated by written notice by either party at least ninety (90) days prior to the anniversary date.
- 33.02 Nothing shall be retroactive prior to the effective date of the Agreement unless specifically specified herein.

Executed this 16th day of October, 2025 at Toronto, Ontario.

For the Union


Reysagani Rolloda

Reysagani Rolloda
Union Steward


Rudy Roxas

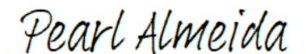
Rudy Roxas
Union Steward


Ozlem Karasahin

Ozlem Karasahin
Unit Chairperson


Mary Ellen McIlmoyle

Mary Ellen McIlmoyle
President, Unifor Local 673


Pearl Almeida

Pearl Almeida
National Representative

For the Company


Gregory McClelland

Gregory McClelland
Director of Human Resources


Carolyn Brown

Carolyn Brown
Director of Facilities


Kathleen Howard

Kathleen Howard
Director of Food & Beverage


Delphine Suri

Delphine Suri
Human Resources Manager


Mitch Dankner

Mitch Dankner
Consultant

Letter of Understanding #1 Paid Education Leave

For the duration of this Agreement, the Company agrees to pay into a special fund two cents (\$0.02) per hour per full-time employee, to a maximum of \$1000/annum for all compensated hours for the purposes of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on an annual basis into a trust fund established by the National Union, Unifor, and sent by the Company to the following address: Unifor Paid Education Leave Program, 115 Gordon Baker Road, Toronto, Ontario M2H 0A8.

For the Union


Reysagani Rolloda

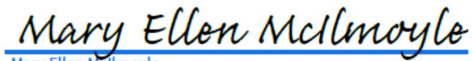
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Union Steward


Rudy Roxas

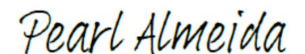
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Ozlem Karasahin

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Human Resources Manager


Mitch Dankner

Mitch Dankner
Consultant

Letter of Understanding #2 Social Justice Fund

For the duration of this Agreement, the Company agrees to provide a lump sum payment in the amount of \$500/annum to the Unifor Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and International, non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis to the fund established by its Board of Directors and sent by the Company to the following address: Unifor Social Justice Fund, 115 Gordon Baker Road, Toronto, Ontario, M2H 0A8.

For the Union


Reysagani Rolloda

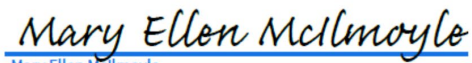
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Mitch Dankner
Consultant

Letter of Understanding #3 Violence Against Women

During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement intent is subject to standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

For the Union


Reysagani Rolloda

Reysagani Rolloda
Union Steward


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Union Steward


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Ozlem Karasahin
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Consultant

Letter of Understanding #4 Women's Advocate

The parties recognize that women in our workforce may have special needs for information or services. The parties recognize that a Women's Advocate in the workplace will be selected by the Union.

The Company agrees to acknowledge the commemoration of the Elimination of Violence Against Women (December 6th).

For the Union


Reysagani Rolloda

Reysagani Rolloda
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Mitch Dankner
Consultant

Letter of Understanding #5 Pay Equity

The Union and Company acknowledge their ongoing responsibilities under the *Pay Equity Act* to:

- establish and maintain compensation practices that provide for pay equity in accordance with Section 7 of the *Pay Equity Act*;
- ensure that the Pay Equity Plan between the parties is appropriately amended to reflect any change of circumstances which subsequently render the Plan to be no longer appropriate within the meaning of the Act;
- ensure that pay equity is maintained for new and existing job classifications;
- disclose relevant information to pay equity issues; and
- the parties agree to meet within a-hundred-and-eighty (180) days after ratification.

The parties shall meet once per year to jointly review the Pay Equity plan and update it as necessary.

For the Union


Reysagani Rolloda

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Letter of Understanding #6 Scheduling

The parties agree to meet and discuss scheduling issues identified during the course of negotiations within ninety (90) days of ratification. The parties also agree to meet on a quarterly basis to discuss business needs, department-wide preferences, and work together on potential solutions.

For the Union


Reysagani Rolloda

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Letter of Understanding #7 New Member Orientation

The Company will introduce new bargaining unit members to a union representative as part of the employee onboarding process. The Company will schedule a ten (10)-minute onboarding meeting every three (3) months for a union representative to meet an employee(s) who has completed their probationary period.

For the Union


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Union Steward


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Letter of Understanding #8 Group Health and Dental Benefits

The Company will maintain a group benefits plan for full-time, eligible employees.

The Company will provide a summary of benefits upon the eligibility requirements being met as part of the enrollment process.

Effective April 1st, 2026, the Company will add Vision Care (eyeglasses, frames and contact lenses) to the existing benefits plan in the amount of \$200 every twenty-four (24) months.

For the Union


Reysagani Rolloda

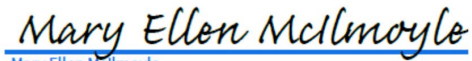
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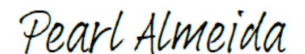
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Letter of Understanding #9 Retirement Savings

The Company will maintain a retirement savings plan for full-time, eligible employees.

The Company will provide a summary of benefits upon the eligibility requirements being met as part of the enrollment process.

For the Union


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Letter of Understanding #10 Part-Time Staff

At the request of the Union, the parties agree to meet every six (6) months to discuss the opportunity for part-time employees to become full-time based on business needs.

For the Union


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Letter of Understanding #11 Sick Days

The Company will continue with the practice of providing sick days, consistent with the Company's Employee Handbook.

For the Union


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Mitch Dankner
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Letter of Understanding #12 Severance

The parties agree that employee termination and/or severance entitlements will be calculated in accordance the *Employment Standards Act, 2000*, S.O. 2000, c. 41.

For the Union


Reysagani Rolloda

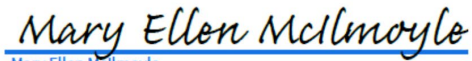
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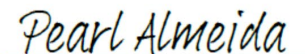
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Mitch Dankner

Mitch Dankner
Consultant

Letter of Understanding #13
Unit Chair – Day Shift

At the request of the Union and as discussed during the renewal of this Collective Agreement, the Company agrees to schedule the current Unit Chair, Monday to Friday, day shift, if available. This schedule is subject to business needs.

For the Union


Reysagani Rolloda

Reysagani Rolloda
Union Steward


Rudy Roxas

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Mitch Dankner

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Consultant

Letter of Understanding #14 Transportation Allowance

The Company will provide a transportation allowance for all bargaining unit members to off-set the costs of transportation to and from work by car, public transit or other means.

The parties agree that this Letter of Understanding is specific to the term of this Collective Agreement and will not be automatically renewed.

Full-time, active employees will receive the transportation allowance equivalent to \$80.35 per pay period.

Part-time, active employees will receive the transportation allowance equivalent to \$1.07 per hour to a maximum of \$80.35 per pay period.

Effective October 1st, 2026, the transportation allowance will be increased by 2.5%.

Employees are eligible upon their date of hire. Employees on leave of absence, any disability (including Worker's Compensation), illness, layoff or other unpaid leaves will not be eligible for the transportation allowance for those pay period(s).

The transportation allowance will be a taxable benefit for T4 and income reporting purposes.

For the Union


Reysagani Rolloda

Reysagani Rolloda
Union Steward


Rudy Roxas

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Ozlem Karasahin

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Delphine Suri
Human Resources Manager


Mitch Dankner

Mitch Dankner
Consultant

Schedule "A"

	Ratification	Oct 1st, 2026	Oct 1st, 2027
		3.25%	3.25%
Clubhouse Attendant	\$19.71	\$20.35	\$21.01
Porter	\$20.76	\$21.43	\$22.13
Facility Maintenance Technician	\$24.78	\$25.59	\$26.42
Building Operator	\$34.41	\$35.53	\$36.69
Chief Maintenance Engineer	\$45.81	\$47.30	\$48.84
Assistant Server	\$18.62	\$19.22	\$19.85
Server	\$20.92	\$21.60	\$22.31
Host	\$21.91	\$22.62	\$23.36
Banquet Lead	\$22.01	\$22.72	\$23.46
Barista	\$22.08	\$22.80	\$23.54
Bartender	\$22.08	\$22.80	\$23.54
Dishwasher	\$18.45	\$19.05	\$19.67
Cook in Training	\$19.65	\$20.28	\$20.94
Cook II	\$20.92	\$21.60	\$22.31
Cook I	\$23.23	\$23.99	\$24.77
Commissary Cook	\$24.30	\$25.09	\$25.91
Chef de Partie	\$27.67	\$28.57	\$29.50
Pastry Chef de Partie	\$27.67	\$28.57	\$29.50

Employees at or above the CBA posted wage rate in the table above will receive the scheduled wage increase at 2% on their existing base rate.

The ratification rates of pay will be made retroactive to October 1st, 2025.