

Court File No. CV-24-00000869-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**GULED WARSAME and SHELLI SAREEN on their own behalf and on
behalf of all members of UNITE HERE Local 75**

Plaintiffs/ Moving Parties

and

**DAVID SANDERS, ASHLEY HAYES, RAFUNZEL KORNGUT AND ALLAN
PACE on his own behalf and on behalf of all members of THE TORONTO
HOSPITALITY EMPLOYEES UNION – CSN (THEU-CSN)**

Defendants/ Responding Parties

SUPPLEMENTARY MOTION RECORD OF THE PLAINTIFFS

June 13, 2024

CAVALLUZZO LLP
474 Bathurst Street, Suite 300
Toronto ON M5T 2S6

Stephen J. Moreau, LSO# 48750Q

smoreau@cavalluzzo.com

Cole Eisen, LSO# 82209W

ceisen@cavalluzzo.com

Ryan White, LSO# 56979C

rdwhite@cavalluzzo.com

Tel: 416-964-1115

Lawyers for the Plaintiffs/ Moving
Parties

TO:

**LAURA YOUNG EMPLOYMENT &
LITIGATION COUNSEL**
36 Toronto Street, Suite 1120
Toronto, ON, M5C 2C5

Laura Young, LSO # 39337V
Laura.young@lylaw.ca
Tel: 416-366-4298

**WADDELL PHILLIPS
PROFESSIONAL CORPORATION**
36 Toronto Street, Suite 1120,
Toronto, ON M5C 2C5

John Kingman Phillips (LSO # 46206E)
john@waddellphillips.ca
John-Otto Phillips (LSO# 70097N)
otto@waddellphillips.ca

Tel: 647-261-4486

Lawyers for the Defendants/ Responding Parties

Court File No. CV-24-00000869-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

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EMPLOYEES UNION – CSN (THEU-CSN)**

Defendants/ Moving Parties

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EMPLOYEES UNION – CSN (THEU-CSN)**

Defendants/ Responding Parties

**REPLY AFFIDAVIT OF SHELLI SAREEN
(SWORN JUNE 13, 2024)**

I, Shelli Sareen, of the City of Toronto, in the Province of Ontario, AFFIRM:

1. I am the Secretary-Treasurer of UNITE HERE Local 75 ("Local 75") and a Plaintiff in this proceeding. I affirmed an affidavit in support of Local 75's motion for interlocutory relief on May 28, 2024. I have reviewed the responding motion record filed by the Defendants on June 12, 2024, including the affidavits of the individual Defendants. While I disagree with many assertions made by the individual Defendants in their affidavits, this reply affidavit only responds to three discrete assertions made by David Sanders in his June 11, 2024 affidavit (the "Sanders Affidavit") that are inaccurate and misleading, and which can be easily addressed.

Seniority Lists Do Not Contain Contact Information

2. The Sanders Affidavit repeatedly asserts that the contact information THEU-CSN is now using to solicit Local 75's members originated as "seniority lists" provided by disaffected Local 75 members (including shop stewards) to Unifor.¹ I know for a fact this is not true because seniority lists do not contain home addresses, phone numbers or contact lists for employees.

3. I have attached an example of a seniority list from the Fairmont Royal York Hotel with individual names redacted as **Exhibit "A"** to this affidavit. This document confirms that seniority lists do not contain home addresses or phone numbers for employees. The document at **Exhibit "A"** is similar to, and provides the same information as, the seniority lists at other Local 75 properties. To be very clear, I am not aware of any seniority lists Local 75 has access to that contain home addresses or phone numbers for employees.

4. Seniority lists are posted in the workplace and provided to Local 75 periodically pursuant to provisions negotiated into some but not all of our collective agreements. The purpose of a seniority list is to identify employees' seniority status in order to allocate scheduling opportunities, compensation, and other seniority-based entitlements. Seniority lists do not include home addresses or phone numbers for employees because this information is not relevant to their purpose, and because such information is closely held by both employers and Local 75. While individual employees and shop stewards may have access to seniority lists and could have furnished these lists to Unifor as described the Sanders Affidavit, these documents would not have provided Unifor with employees' contact information.

Exhibit C to the Sanders Affidavit is Not a Seniority List

¹ Sanders Affidavit at paras. 7, 12, 13, 14, 18, 27, 29, 32, 34.

5. The document at Exhibit “C” to the Sanders Affidavit contains information that would only be available in Local 75’s Timms database or a bargaining unit list (“BUL”). I described both the Timms database and BULs at paragraph 55 (a) and (c) of my May 28, 2024 Affidavit. A sample extract from the Timms Database with identifying information redacted is enclosed as **Exhibit “B”** to this affidavit. A sample BUL with identifying information redacted is enclosed as **Exhibit “C”** to this affidavit. The document at Exhibit “C” to the Sanders Affidavit appears to be a version of one of these documents that has been modified in Microsoft Excel.

6. I have also attached an extract from Article 11 of Local 75’s collective agreement with Toronto Don Valley Hotel & Suites as **Exhibit “D”**. This is the property connected with the document at Exhibit “C” to the Sanders Affidavit. Article 11.02 of this collective agreement, which was in effect in 2017 and 2018, requires the company to maintain two separate employees lists:

- i. “an up-to-date Seniority List indicating the employees House, Department and Classification Seniority Dates.” This is the seniority list that a shop steward might have access to. It does not contain contract information.
- ii. “a separate list of the employee’s addresses and phone numbers. Such list shall not be posted in the hotel but shall be for the internal use of the Union.” This list is what I refer to as a BUL. Only direct employees or officers of Local 75 can access this information.

7. Rank-and-file members working in the bargaining units and shop stewards do not have access to the Timms database, BULs, or to any other documents that include employee contact information. This is the case now, it was the case in 2017 and 2018, and it has been the case as long as I have been working at Local 75. Accordingly, I can be certain that whoever created the

document at Exhibit “C” to the Sanders Affidavit was not relying on the information contained in a seniority list (which does not have worker contact information on it). Instead, the document at Exhibit “C” contains information that was only available to individuals working at Local 75’s head offices, not rank-and-file members or shop stewards.

Grace Guanzon and Kiran Panikar Did Not Tell Local 75 Unifor Was Using Local 75 Contact Lists

8. Paragraph 23 of the Sanders Affidavit refers to two rank-and-file members of Local 75: Grace Guanzon and Kiran Panikar. I know both of these individuals because they currently hold representative positions within Local 75, in addition to working in Local 75 bargaining units. Until I read the Sanders Affidavit, I had never heard of either individual allegedly being exposed to lists of contact information for Local 75’s members by Unifor.

Conclusion

9. I affirm this affidavit *bona fide*.

SWORN remotely by Shelli Sareen at the City of Toronto, in the Province of Ontario, before me at the City of Toronto in the Province of Ontario on June 13, 2024, in accordance with O. Reg. 431/20. Administering Oath or Declaration Remotely.

DocuSigned by:
Lindsay Heidker
694EDD7284E647C...

Commissioner for Taking Affidavits
LINDSAY HEIDKER

Lindsay Joan Heidker, a Commissioner, etc.,
Province of Ontario, for Cavalluzzo LLP,
Barristers and Solicitors.
Expires August 31, 2024.



DocuSigned by:
Shelli Sareen
C0FF608FBA0A48B...

SHELLI SAREEN

This is Exhibit "A" referred to in the Affidavit of Shelli Sareen sworn by Shelli Sareen at the City of Toronto, in the Province of Ontario, before me on June 13, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LINDSAY HEIDKER

Lindsay Joan Heidker, a Commissioner, etc.,
Province of Ontario, for Cavalluzzo LLP,
Barristers and Solicitors.
Expires August 31, 2024.

Accor NCA | RYH - Union Seniority List | Dayforce

<u>Employee First Name</u>	<u>Employee Last Name</u>	<u>Position</u>	<u>Day Class</u>	<u>Hire Date</u>	<u>Seniority Date</u>	<u>Work Assignment Rank</u>
		Banquets - Bartender	C	11/27/1996	10/8/1999	
		Banquets - Bartender	C	11/8/1999	11/8/1999	
		Banquets - Bartender	C	9/29/2007	9/29/2007	
		Banquets - Bartender	C	10/19/2007	10/13/2007	
		Banquets - Bartender	C	10/5/2009	10/5/2009	
		Banquets - Bartender	C	1/29/2007	6/17/2011	
		Banquets - Bartender	C	4/30/2012	4/30/2012	
		Banquets - Bartender	C	2/17/2010	8/13/2012	
		Banquets - Bartender	C	10/29/2007	8/26/2016	
		Banquets - Bartender	C	8/30/2016	12/24/2018	
		Banquets - Bartender	FT	7/7/1982	7/7/1982	
		Banquets - Bartender	FT	5/14/1985	5/14/1985	
		Banquets - Bartender	FT	6/7/1988	6/7/1988	
		Banquets - Bartender	FT	9/27/1988	11/27/1995	
		Banquets - Bartender	FT	2/18/1981	3/2/2006	
		Banquets - Bartender	PT	8/8/1989	3/12/1999	1
		Banquets - Bartender	PT	10/2/1989	3/12/1999	2
		Banquets - Bartender	PT	9/13/1995	3/26/1999	
		Banquets - Bartender	PT	10/5/2005	4/10/2008	
		Banquets - Bartender	PT	12/4/2006	10/23/2008	
		Banquets - Bartender	PT	11/15/2004	10/9/2009	
		Banquets - Bartender	PT	11/3/2008	4/15/2011	
		Banquets - Bartender	PT	3/5/1993	2/3/2012	

A615

A615

This is Exhibit "B" referred to in the Affidavit of Shelli Sareen sworn by Shelli Sareen at the City of Toronto, in the Province of Ontario, before me on June 13, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LINDSAY HEIDKER

Lindsay Joan Heidker, a Commissioner, etc.,
Province of Ontario, for Cavalluzzo LLP,
Barristers and Solicitors.
Expires August 31, 2024.

Member ID	First Name + Last Name	Last Name, First Name	Address 1	Address 2	City	State	Zip	Addr Status	Member Status	Co Customer	Co Name
					Toronto	ON		G	A		Woodbine Entertainment Group
					Toronto	ON		G	A		Renaissance Toronto Airport
					TORONTO	ON		G	A		Le Royal Meridien King Edward Hotel
					TORONTO	ON		G	A		Hyatt Regency Toronto
					Scarborough	ON		G	A		Sheraton Centre Toronto Hotel
					Toronto	ON		G	A		Events at One King West
					Scarborough	ON		G	A		Fairmont Royal York
					Toronto	ON		G	A		Metropolitan Hotel
					Markham	ON		G	A		Wyndham Garden Hotel
					Brampton	ON		G	A		Woodbine Entertainment Group
					Etobicoke	ON		G	A		Delta Toronto Airport West
					Etobicoke	ON		G	A		Sheraton Centre Toronto Hotel
					Scarborough	ON		G	A		Sheraton Centre Toronto Hotel
					Toronto	ON		G	A		Events at One King West
					Toronto	ON		G	A		Days Hotel and Conf. Centre Toronto DT
					Scarborough	ON		G	A		Fairmont Royal York
					Scarborough	ON		G	A		Old Mill Inn & Spa
					Toronto	ON		G	A		Sheraton Centre Toronto Hotel
					Scarborough	ON		G	A		Sheraton Centre Toronto Hotel
					Toronto	ON		G	A		Sheraton Centre Toronto Hotel
					Scarborough	ON		G	A		Sheraton Centre Toronto Hotel
					Toronto	ON		B	A		University Of Toronto Residence
					East York	ON		G	A		Woodbine Entertainment Group
					Scarborough	ON		G	A		Fairmont Royal York
					Toronto	ON		G	A		Events at One King West
					Mississauga	ON		G	A		Hyatt Regency Toronto
					Toronto	ON		G	A		Sheraton Centre Toronto Hotel
					NORTH YORK	ON		G	A		Hyatt Regency Toronto
					Toronto	ON		B	A		Richtree Markets Restaurants Inc.
					Toronto	ON		G	A		Courtyard By Marriott
					Scarborough	ON		G	A		Fairmont Royal York
					Toronto	ON		G	A		Courtyard By Marriott
					TORONTO	ON		G	A		Le Royal Meridien King Edward Hotel
					North York	ON		G	A		Renaissance Toronto Airport
					Toronto	ON		G	A		Westin Prince Hotel Toronto
					Toronto	ON		G	A		Toronto Airport Hilton
								G	A		Doubletree Int. Plaza Hotel & Conf. Cent
					Toronto	ON		B	A		Events at One King West
					North York	ON		G	A		Events at One King West
					North York	ON		G	A		Delta Chelsea Hotel
					Toronto	ON		G	A		Sheraton Centre Toronto Hotel
								G	A		Doubletree Int. Plaza Hotel & Conf. Cent
					Scarborough	ON		G	A		Sheraton Centre Toronto Hotel
					Toronto	ON		G	A		Sheraton Centre Toronto Hotel
					Scarborough	ON		G	A		Courtyard By Marriott
					Toronto	ON		G	A		Westin Prince Hotel Toronto
					Scarborough	ON		G	A		Metropolitan Hotel
					Toronto	ON		G	A		Toronto Marriott Bloor Yorkville
					Toronto	ON		G	A		Days Hotel and Conf. Centre Toronto DT
					Mississauga	ON		G	A		Toronto Airport Hilton
					North York	ON		G	A		Hilton Toronto Downtown
					Toronto	ON		B	A		Aramarak 3045 Schulich
					Welland	ON		G	A		Events at One King West
					Scarborough	ON		G	A		Delta Toronto East
					Toronto	ON		G	A		Events at One King West
					Toronto	ON		G	A		Hyatt Regency Toronto
					North York	ON		G	A		Radisson Suite Hotel Toronto Airport
					East York	ON		G	A		Toronto Marriott Bloor Yorkville
					Etobicoke	ON		G	A		Events at One King West
					Toronto	ON		G	A		Aramark U of T 3557
					Toronto	ON		G	A		Fairmont Royal York
					Toronto	ON		G	A		Events at One King West
					Mississauga	ON		G	A		Toronto Airport Hilton
					Toronto	ON		G	A		Sheraton Centre Toronto Hotel
					Toronto	ON		G	A		Radisson Suite Hotel Toronto Airport
					Toronto	ON		C	A		Holiday Inn Bloor Yorkville
					Toronto	ON		G	A		Wyndham Garden Hotel
					Toronto	ON		G	A		Woodbine Entertainment Group
					North York	ON		G	A		Novotel Toronto Centre
					Toronto	ON		G	A		Sheraton Centre Toronto Hotel
					Toronto	ON		G	A		Delta Chelsea Hotel
					Caledon East	ON		G	A		Renaissance Toronto Airport
					xx	ON		B	A		Richtree Markets Restaurants Inc.
					Scarboro	ON		G	A		Delta Chelsea Hotel
					Toronto	ON		G	A		Delta Chelsea Hotel
					Etobicoke	ON		G	A		Delta Chelsea Hotel
					Toronto	ON		G	A		Fairmont Royal York
					Orleans	ON		G	A		Fairmont Royal York

This is Exhibit "C" referred to in the Affidavit of Shelli Sareen sworn by Shelli Sareen at the City of Toronto, in the Province of Ontario, before me on June 13, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

LINDSAY HEIDKER

Lindsay Joan Heidker, a Commissioner, etc.,
Province of Ontario, for Cavalluzzo LLP,
Barristers and Solicitors.
Expires August 31, 2024.

Legal First Name	Legal Last Name	File Number	Tax ID (SIN)	Primary Address: Address Line 1	Primary Address: City	Primary Address: State	Primary Address: Zip / Postal Code	Personal Contact: Home Phone	Personal Contact: Personal Mobile	Job Title Code	Job Title Description
					Scarborough	ON					Housekeeper
					NEWMARKET	ON					Cook
					TORONTO	ON					Maintenance
					NORTH YORK	ON					Bellstand Attendant
					North York	ON					Housekeeping Aide
					TORONTO	ON					Housekeeper-Public Area PM
					NORTH YORK	ON					Housekeeper
					TORONTO	ON					Casher-Banquet
					BRAMPTON	ON					Cook
					NORTH YORK	ON					Station Attendant
					NORTH YORK	ON					Attendant-Food & Beverage
					SCARBOROUGH	ON					Steward Night Cleaner
					TORONTO	ON					Housekeeper
					TORONTO	ON					Housekeeper
					TORONTO	ON					Housekeeper
					TORONTO	ON					Steward Night Cleaner
					TORONTO	ON					Cook
					TORONTO	ON					Valet Attendant
					TORONTO	ON					Valet Attendant
					TORONTO	ON					Housekeeper
					NORTH YORK	ON					Housekeeping Aide
					SCARBOROUGH	ON					Housekeeper-Public Area PM
					TORONTO	ON					Housekeeper
					SCARBOROUGH	ON					Housekeeper
					SCARBOROUGH	ON					Housekeeper-Public Area PM
					TORONTO	ON					Housekeeper
					scarborough	ON					Cook
					TORONTO	ON					Cook
					ETOBICOKE	ON					Housekeeper
					MISSISSAUGA	ON					Server
					SCARBOROUGH	ON					Housekeeping Aide
					Whitby	ON					Housekeeper
					TORONTO	ON					Server-Banquets
					TORONTO	ON					Server-Banquets
					Scarborough	ON					Bellstand Attendant
					SCARBOROUGH	ON					Bartender Banquet
					Toronto	ON					Housekeeper
					TORONTO	ON					Steward Night Cleaner
					Toronto	ON					Server-Banquets
					Toronto	ON					Steward Night Cleaner
					Toronto	ON					Server-Banquets
					Scarborough	ON					Aide-Banquets
					Toronto	ON					Server-Banquets
					Toronto	ON					Attendant-Food & Beverage
					Scarborough	ON					Server-Banquets
					TORONTO	BC					Bartender
					North York	ON					Housekeeper
					Etoibcoke	ON					Bellstand Attendant
					Brampton	ON					Server-Banquets
					Toronto	ON					Aide-Banquets

This is Exhibit "D" referred to in the Affidavit of Shelli Sareen sworn by Shelli Sareen at the City of Toronto, in the Province of Ontario, before me on June 13, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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ARTICLE 11 - SENIORITY

11.01 The Company recognizes departmental seniority rights within each classification for employees provided for in the agreement.

a. New employees, including regular part-time employees, as defined in Article 22 of this agreement, will be considered probationary employees for the first fifty (50) days worked at the DVP Hotel Management and during the probationary period will be entitled to no seniority and may be dismissed or laid off for the reasons described in Article 9.01. Upon completion of the probationary period, the employee's name will be entered on the appropriate departmental seniority list with seniority dated from the date last hired.

b. The departments for seniority purposes are:

- Housekeeping Maintenance
- Food Outlets Bellman
- Kitchen Room Service
- Switchboard Banquets (regular)
- Beverage Outlets/Services

11.02 The Company shall maintain an up-to-date Seniority List indicating the employees House, Department and Classification Seniority Dates. Copies of such lists shall be supplied to the Union at intervals of three (3) months.

The Company shall also supply the Union with a separate list of the employee's addresses and phone numbers. Such list shall not be posted in the hotel but shall be for the internal use of the Union.

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

- b. An employee cannot be transferred or assigned to a job outside of their department or food and beverage outlet unless by mutual agreement. Such agreement shall be in writing between the employee and supervisor. The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., a breakdown beyond the control of management.
- c. **Temporary Transfer** - In the event an employee is assigned to a job other than that which they are permanently assigned for a minimum of fifteen (15) minutes or more, they shall receive their own rate or the rate of the job to which they are assigned, whichever is the higher, for all hours worked in the assigned position.

11.04 An employee's length of continuous service with the Company shall determine vacation eligibility and benefit level under programmes provided in this Agreement. Subject to the provisions of Article 11.05 hereof department seniority within a classification shall determine the order of lay off, recall from lay off and the right to claim a specific vacant shift shall apply to non rotating shifts only. The word "shift" means anyone on the day shift, evening shift or night shift as scheduled weekly by the Company.

11.05 **Classification Seniority:** applies to entitlement to available weekly scheduled shifts; available days off; available vacation; layoff and reduced hours.

Where it is necessary to reduce the workforce in a department or food and beverage outlet, job classification seniority will be the guiding factor.

Part-time employees have seniority only within the part-time classification. Full-time employees have preferred status to part-time employees.

11.06 In the case of lay-off in any one department or food and beverage outlet for a period that exceeds two normal work weeks, the employee with the most seniority will have the right only to bump the employee with the lesser seniority in a lower or equal classification within the department or food and beverage outlet for the schedule available, providing they are willing to do the job and they have the skill, ability and efficiency to do the job of that employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply. It is understood that in the event of layoff each department or each food and beverage outlet will stand on its own as a department.

11.07 **Department seniority:** will be the governing factor in cases of promotion, or upgrading of employees where all other factors including skill, ability and efficiency are equal.

Classification seniority: applies to entitlement to available weekly scheduled shifts;

available days off; available vacation; lay off and reduced hours.

- 11.08 (i) Should a position become available and a replacement is required, the Company will post for seven (7) calendar days on the bulletin board, within the immediate work area of the vacancy and outside the Human Resources office, the availability of the position.
- (ii) Employees wishing to fill vacant positions shall make their applications in writing, within the seven (7) calendar day period of posting. If no application is received from a qualified employee within the Department of the vacancy, applications from employees in other Departments who have completed their probationary period and/or trial period, shall be given due consideration. If doing so, the Employer shall consider an employee's prior training.

For applicants within the Department where all other factors including skill, ability, and efficiency are equal, department seniority shall be the governing factor.

For applicants outside the Department where all other factors including skill, ability and efficiency are equal, house seniority shall be the determining factor. Furthermore, the parties agree that qualified internal applicants have preference over qualified external applicants.

- (iii) This clause shall not prevent the Company from maintaining an adequate and qualified workforce.

11.09 An employee shall lose all seniority and his/her employment deemed to have been terminated if he/she:

- a. voluntarily leaves the employ of the company;
- b. is discharged and is not reinstated through the Grievance or Arbitration Procedure;
- c. is laid off for a period equal to the lesser of his/her period of seniority or **twelve (12)** months;

Should employees be laid off due to renovation it is understood that the Employer shall recall laid off employees when the renovation is complete.

- d. fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Company have

been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

- e. fails to return to work within five (5) calendar days after being recalled from layoff by notice sent by telegram or registered mail, or fails to advise of his/her intention to return within three (3) days following such notice.

11.10 An elected Union Steward with one (1) year or more of seniority shall be the last employee laid off in his/her classification and department and shall be the first employee recalled within his/her classification and department.

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

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

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

- a. The employee may elect to stay on the seniority list for a period of twenty-six (26) weeks and be subject to recall for suitable employment as noted above;

or:

- b. The affected employee may elect to accept severance pay in accordance with the Employment Standards Act for the Province of Ontario and be removed from the seniority list.

Either of the above two (2) options must be selected by the employee within a fourteen (14) day period from the closure date in writing or by application to the Human Resources Department.

Upon failure on the part of the employee to select either (a) or (b) it will be assumed by the parties to this Agreement, the Employer has the right to apply paragraph (b) and there will be no recourse from this selection. In addition, the Employer will pay to the employee the monies provided for under the Employment Standards Act for the Province of Ontario in accordance with the lieu of notice provision.

The Company will notify the Union, as soon as is practicable, when a decision has been taken to close any Food and Beverage outlet or other Department.

- 11.12 During the period ending January 31, 2022, the Company will not subcontract out any bargaining unit work. Subsequently, should the Company subcontract any bargaining unit work, the Company will give the Union and employees ninety (90) days notice, or pay in lieu of notice. An employee so affected may exercise his/her seniority as described in Article 11.11; and be paid the greater of his/her current rate of pay or the rate of pay of the new classification. This paragraph does not apply to any services currently subcontracted.
- 11.13 It shall be the duty of the employee or laid off person to notify the Employer's Human Resources Office promptly, in writing, of any change in their address or telephone number; if an employee or laid off person fails to do this, the Employer shall not be responsible for the failure of the notice to reach them and any notice which appears in the employee's personnel records shall be conclusively deemed to have been received by the employee or laid off person on the third day after it was sent.