

Collective Agreement

SOURCE	6.0001		
DATE	11/21/01	11/21/01	11/21/01
TERM.	10/12/01	10/12/01	10/12/01
No. OF EMPLOYEES	260		
D'EMPLOYÉS	260		

between

Toronto Colony
Hotel

and



Hotel Employees,
Restaurant Employees
Union, Local 75

AFL-CIO-CLC-OFL

COLLECTIVE AGREEMENT

TORONTO COLONY HOTEL

TORONTO, ONTARIO

- AND -

HOTEL EMPLOYEES RESTAURANT

EMPLOYEES UNION, LOCAL 75

January 1, 1996 - December 31, 1998

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COLLECTIVE AGREEMENT

TORONTO COLONY HOTEL
TORONTO, ONTARIO

-AND-

HOTEL EMPLOYEES RESTAURANT
EMPLOYEES UNION, LOCAL 75

TERM: January 1, 1996 - December 31, 1998

THIS AGREEMENT made as of the 1st day of January, 1996.

BETWEEN:

TORONTO COLONY HOTEL
89 Chestnut Street, Toronto, Ontario (hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75, OF THE HOTEL EMPLOYEES RESTAURANT EMPLOYEES INTERNATIONAL UNION, (C.L.C.-A.F.L.-C.I.O.), (hereinafter referred to as the "Union")

OF THE SECOND PART

The parties are committed to Gender Neutral language. Any reference to "he" shall be deemed to be a reference to "she/lie" where appropriate.

ARTICLE 1 - PURPOSE_

1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages, all as set out herein and to provide the applicable procedure of settling grievances which may arise hereunder, so as to maintain harmonious relations between the Company and Employees covered by this Agreement, and to assist the Company in the most efficient operation of its business.

ARTICLE 2 - RECOGNITION & SCOPE:

2.01 The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Toronto Colony Hotel, 89 Chestnut Street, Toronto, Ontario, save and except supervisors, persons above the rank of supervisor, office and sales staff (including front desk clerks, front desk cashiers, payroll clerks, accounting clerks, audit department staff, secretaries), and security personnel (including timekeepers).

2.02 The Company agrees to include any newly established job classification falling within the Bargaining Unit as defined in Article 2.01 hereof and to negotiate rates of pay for such classification.

2.03 The Parties recognize that work or duties presently assigned to Bargaining Unit employees will not be assigned to others excluded from the Bargaining Unit. It is understood that non-bargaining unit employees may perform work in accordance with present practice, in case of emergency, in order to assist bargaining unit employees in providing quality service and for purposes of instruction. It is further understood that the above shall not result in Bargaining Unit employees being displaced, replaced or having their hours reduced.

ARTICLE 3 - MANAGEMENT RIGHTS:

3.01 The Union acknowledges that it is the exclusive function of the Company to:

- a. maintain order, discipline and efficiency;

- b. hire, classify, direct, transfer, promote, demote, layoff and recall , and with just cause, to suspend, discipline or discharge employees, subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- c. to maintain and enforce reasonable rules and regulations to be observed by employees;
- d. generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to plan, direct and control operations, to direct the work forces, to determine the number of personnel required from time to time, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standards of performance; to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement.

ARTICLE 4 - RELATIONSHIP:

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

4.02 The Union undertakes that no Union activity shall

be carried on in the premises except as otherwise provided herein.

4.03 A properly authorized representative(s) of the Union shall have access to the premises at all reasonable times for purposes of adjusting grievances, negotiating the settlement of disputes and for carrying into effect the purposes of this Agreement. The representative(s) of the Union shall, on arrival at the hotel, advise the General Manager or the Director of Human Resources of the visit and shall be subject to all security rules of the hotel.

4.04 The Company and Union will not condone personal harassment of any sort or discrimination that is based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, sexual orientation, family status or handicap, or for any other grounds declared unlawful by Ontario Human Rights legislation. The Company agrees to provide the Union with a copy of its policy with respect to harassment.

4.05 Violation by an employee of any of the foregoing provisions shall be cause for discharge or discipline by the Company.

ARTICLE 5 - STRIKES OR LOCKOUTS:

5.01 The Union agrees while this Agreement is in force there will be no strike, slowdown, sit-down, stoppage of work or any act intended to interfere with work or the Company's operations. The Company agrees that there will be no lock-out while the Agreement is in force. The parties mutually agree that a dispute arising out of the operation of

this Article 5.01 may be dealt with under the Grievance Procedure [Article 7) of this Collective Agreement.

ARTICLE 6 - REPRESENTATION:

6.01 The Company acknowledges the right of the Union to appoint or otherwise select one (1) Union Steward per department (as listed in 1 1.01B), one of whom shall be selected as Chief Union Steward. Housekeeping shall be entitled to two (2) Union Stewards - one for room attendants and one for housepersons. Such Stewards shall assist employees in presenting grievances to the Company. It is understood that an employee must have completed his probationary period to be eligible for appointment as a Steward.

6.02 The Union shall keep the Company notified in writing of names of the Union Stewards, the departments each represents and the effective date of their appointment.

6.03 The Union acknowledges that Union Stewards have regular duties to perform on behalf of the Company and such persons will not leave their regular duties without first obtaining permission of their immediate supervisor, or in his absence the General Manager or his designate, and when resuming their regular duties will report again to their immediate supervisor, or in his absence, the General Manager or his designate.

6.04 The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees from within the Bargaining Unit who have completed their probationary

period. Not more than one (1) employee shall be appointed or otherwise selected from a department set out in Article 11.0 1 (b) of this Agreement. The Negotiating Committee shall be responsible for presenting Bargaining Unit proposals and negotiating renewal of this Collective Agreement with the Company. As current practice, the Negotiating Committee shall be paid for time lost from work.

6.05 The Company undertakes to introduce new employees to the Union Steward during the employee's first week of employment. The Union Steward will be given the opportunity to provide the new employee with introductory information including the Collective Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE:

7.01 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 an opportunity to adjust his complaint. He shall discuss it with his immediate supervisor within two (2) days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may then be taken up as a grievance within two (2) days following advice of the immediate supervisor's decision in the following manner and sequence:

Step No. 1:

The Employee, who may be accompanied by his Union Steward, shall present his grievance in writing to the

Department Head. The grievance shall be signed by the employee and shall set out the particulars of the grievance, the section(s) of the Agreement which the employee alleges has been violated and the remedy sought. The Department Head shall deliver his decision, accompanied by his reason(s) in the event the grievance is rejected, in writing three (3) days following the presentation of the grievance to him.

Step No. 2:

Failing satisfactory settlement in Step No. I, the written grievance shall be submitted by the employee within three (3) days after the Department Head's decision is given to the Director of Human Resources. The grievance shall be accompanied by written reasons for the rejection of the Department Head's decision at Step No. 1. A meeting will be held within five (5) days between the Director of Human Resources and the employee concerned and the Union Steward. A staff representative of the Union and/or the Chief Union Steward may be present at the request of the Company or the employee, or at the Union's discretion. It is understood that the Director of Human Resources shall have such assistance as he/she may desire at the meeting. The decision of the Director of Human Resources shall be delivered in writing within five (5) days to the Union.

7.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15)

days after the decision under Step No. 2 is given, the grievance shall be deemed to have been settled.

7.03 Where no written decision had been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

7.04 It is agreed that a grievance of policy arising directly between the Company and the Union shall be originated under Step No, 2 within thirty (30) days after the circumstances giving rise to the complaint have originated or occurred. It is understood, however, that this section shall not be used to by-pass the regular Grievance Procedure.

ARTICLE 8 - DISCHARGE CASES:

8.01 It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed his probationary period.

New employees will be considered probationary employees for the first fifty (50) working days worked. It is recognized that a period of probation is a period during which the Company has the right to assess an employee to determine whether or not the employee is suitable for continued employment with the Company. Suitability is recognized as a lesser standard than just cause, and shall be determined in the sole discretion of the Company, provided that the Company does not make its determination in a manner which is arbitrary, discriminatory, or in bad faith.

8.02 A claim by an employee who has completed his probationary period that he has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step No. 2 within five (5) days after the employee is discharged. Such special grievance may be settled under the grievance procedure or by an Arbitration Board by:

- a. confirming the Company's action in dismissing the employee;
- b. reinstating the employee without compensation for time lost or with payment to him for time lost due to the discharge at his regular rate of pay for his normally scheduled work for the period the employee would otherwise have worked less any amount of money earned by the employee during the period;
- c. by any other arrangement which may be deemed just.

8.03 Pursuant to his being discharged, an employee shall be allowed to confer with his Union Steward for a reasonable length of time before leaving the hotel premises.

ARTICLE 9 - ARBITRATION:

9.01 When either party requests that any matter be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party ^{IO} this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter, the other party shall appoint a nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to

effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon a Chairman within a period of five (5) days, either of the parties shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman, who shall be chosen having regard to his qualifications in interpreting collective agreements.

9.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.

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

9.04 The Arbitration Board 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.

9.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority will be final and binding upon the parties and the employee or employees concerned.

9.06 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fee and expenses, if any, of the Chairman of the Arbitration Board.

9.07 For the purposes of Article 7, 8 and 9, the word "days" shall not include Saturdays, Sundays or holidays as set out in Schedule I.

**ARTICLE 10 - DISCIPLINE OF PERMANENT
EMPLOYEES :**

10.01 Discipline notices issued to employees shall include reference to the Article(s) of the Collective Agreement and/or the Employee Conduct Rule(s) violated.

10.02 In cases of discharge or suspension, a copy of the discipline notice shall be sent to Union by certified mail.

10.03 When an employee has given twelve (12) months service with no unsatisfactory documentation in his file, the Company agrees to remove all prior disciplinary notices.

ARTICLE 11 - SENIORITY:

11.01 The Company recognizes departmental seniority rights within each classification for employees provided for in this Agreement.

- a. New employees, including regular part-time employees, as defined in Schedule VI of this Agreement, will be considered probationary employees for the first fifty (50) working days worked of their employment at the Toronto Colony Hotel and during the probationary period will be entitled to no seniority and may be dismissed, subject to 8.0 1 or laid off at the discretion of the Company. 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/Laundry	Bellman/Doorman
Room Service	Maintenance
Beverage Production	Kitchen
Switchboard	Dewey Secombe
Chestnut Tree Restaurant	and Howe Lounge
Parking Garage	Banquets

11.02 The Company shall maintain up-to-date departmental seniority lists for full-time and for regular part-time employees showing each employee's seniority date and classification, copies of such lists shall be supplied to the Union at intervals of three (3) months.

11.03 An employee transferring to another department shall be entered on the seniority list of such department effective with the date of transfer if the duration of such transfer exceeds the trial period contained in Section 11.05 8 of this Article 11. Employees transferring for shorter periods shall continue to accumulate departmental seniority in his or her original department.

11.04

a. Provided there are employees both willing and capable of performing the available work in the classification and department concerned and subject to the provisions of 11.04 (b) hereof, the following sequence shall be followed in the layoff of employees:

- i. Probationary employees
- ii. Part-time employees
- iii. Full-time employees

b. Layoff and recall from layoff shall be based upon the following factors:

- i. Departmental seniority within classifications
- ii. Skill, competence, efficiency and reliability

Where in the judgement of the Company, which shall not be exercised in an arbitrary or unfairly discriminatory manner the qualifications in 11.04 (b) (ii) are relatively equal, seniority shall govern.

c. In the case of layoff 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 least seniority in a lower or equal classification within that department or Food and Beverage outlet for the schedule available, and 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.

11.05

a. Vacancies from permanent positions with the Bargaining Unit shall be posted for a minimum period of four (4) days within the department concerned. Additional postings shall be posted by the Human Resources office, employee cafeteria, punch clock area, and employee locker rooms. Employees desiring a promotion to a posted position shall apply in writing within the posting period to Human Resources setting forth clearly the employee's qualifications and reasons for so applying. The Company shall assess the

qualifications of employees applying to fill the vacancy and if, in the opinion of the Company, no application is suitably qualified, applications from persons outside the Bargaining Unit will be solicited.

- b. Where more than one suitably qualified employee applies for promotion to fill a vacancy as aforesaid, preference shall be given on the basis of seniority.
- c. An employee who is promoted or transferred to another job classification within the Bargaining Unit shall be on a trial period for up to fifty (50) working days worked. During this trial period, the employee must demonstrate that he can satisfy the work performance criteria of the job in the trial period to the satisfaction of the Company. An employee who fails to satisfy the work performance criteria of the job to the satisfaction of the Company or decides during the trial period that he does not wish to continue in the job, shall be returned to his former classification and wage rates. In such cases, the company shall have the right to require all employees who changed job position as a consequence of the promotion or transfer to return to the job classification and wage rates they occupied prior to the promotion or transfer.
- d. In the event of a vacancy on a shift within a department and classification, employee in that classification and department shall have the right to fill such vacancy on the basis of seniority.

11.06 An employee shall lose all seniority and his employment deemed to have been terminated if he:

- 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 period of seniority of six (6) months
- 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 may be granted
- e. fails to return to work within five (5) calendar days after being recalled from extended layoff by notice sent by registered mail, or fails to advise of his intention to return within three (3) days following such notice
- f. is absent without leave for three (3) working days or longer without a satisfactory explanation.
- g. is absent due to Worker's Compensation or illness for twenty-four (24) consecutive months or longer provided this is not in conflict with the long term disability policy.

It shall be the sole responsibility of each employee to promptly advise the Human Resources Department of the hotel of any change of mailing address.

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

ARTICLE 12 - LEAVE OF ABSENCE:

12.01 The Company may, in its discretion, grant leave of absence without pay and without loss of seniority to an

employee for personal reasons. All requests for such leave of absence shall be in writing as far in advance as practicable. The Company agrees to reply to such requests in writing within seven (7) working days whenever possible.

12.02 Female employees with one (1) year or more of continuous service with the Company shall be entitled, upon application, to maternity leave of absence of seventeen (17) weeks immediately preceding the estimated date of her delivery and ending with the expiration of six (6) weeks following the actual date of her delivery. Notwithstanding the provisions of this Article 12.02, the Company may require an employee to commence maternity leave at such earlier time as the duties of her position cannot reasonably be performed or where performance of her work is materially affected by the pregnancy. When so recommended by the attending physician, the Company shall extend the period of maternity leave to a maximum of twenty-six (26) weeks.

An employee may request modified duty during pregnancy so long as such request is in accordance with a physician's written advice.

12.03 Employees with one (1) or more years of seniority with the Company who are absent on sick leave shall retain seniority for a period of one (1) year and during such period (subject to availability of work within their classification and department and their ability to satisfactorily perform the available work in such classification) shall upon confirmation by the attending physician, be returned to active employment upon termination of such illness.

12.04 Any employee elected to a full time Union position will be granted a leave of absence without pay and benefits for a period of up to *two (2) years*. Any employee who is appointed a full time Union Representative will be granted a leave of absence without pay and benefits for a period of up to one (1) year. These may be extended by mutual consent.

ARTICLE 13 - REPORTING FOR WORK:

13.01 The Company agrees that an employee reporting for work at the commencement of his regular shift, unless previously notified in advance not to do so, shall be entitled to either of the following provisions unless failure to supply work is due to conditions beyond the control of the Company, which shall include but not restricted to fire, flood, electrical or mechanical breakdown:

- a. if the employee is authorized to commence work and does so, assignment of his normal daily hours of work at his basic hourly wage rate or payment in lieu thereof if sent home prior to completion of his normal daily hours of work. An employee so affected will perform such temporary related or departmental work as is available in order to qualify for payment hereunder; or
- b. if the employee is not authorized to commence work, four (4) hours pay at his basic hourly wage rate.

13.02 The parties agree that the Company may, on giving prior notice, schedule less than the normal daily hours of work for an employee on a subsequent workday, provided no employee with greater departmental seniority

shall have his normal daily hours on such day reduced as a consequence.

ARTICLE 14 - BONDING:

14.01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Company's bonding company, immediately terminates his employment, regardless of seniority or other conditions.

ARTICLE 15 - INDIVIDUAL AGREEMENTS:

15.01 No employee or group of employees covered by this Agreement will enter into any contract or agreement with the employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

ARTICLE 16 - UNION AUTHORIZATIONS:

16.01 Employees within the Bargaining Unit who are presently members of the Union or who subsequently become members of the Union shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. Bargaining Unit employees hired following ratification of this Agreement shall, as a condition of employment, become and remain members of the Union in good standing for the duration of this Agreement.

16.02 All employees within the Bargaining Unit shall be required, as a condition of employment, to authorize the deduction of the initiation fee and the monthly Union dues prescribed by the Union and assessments made from time to time by the Union as determined by the International Union Convention and/or Local By-Laws. New employees shall be required to soauthorize prior to commencing work.

16.03 For the purpose of this Article 16, gross pay shall be defined to include regular base rate earnings plus amounts received from the Employer in respect to statutory holidays, overtime hours, compassionate leave, jury duty and sick leave as set out in Schedule V of the Collective Agreement. Banquet gratuities shall not be included in determining gross pay of employees receiving such gratuities.

16.04 The Union shall provide the Company with 3-part Application and Deduction Authorization Cards. Parts 1 & 2 shall be forwarded to the Union on commencement of employment. Part 3 shall be retained by the Company and forwarded to the Union on termination of the employee concerned.

16.05 The Union agrees to defend and hold the Company completely harmless against all claims and demands, should any person at any time contend or claim that the Company had acted wrongfully or illegally in making the aforementioned deductions.

16.06 The Company will remit the money so deducted by cheque to the Union by the 15th day of the month following, together with a statement containing the names and Social Insurance Numbers of the employees from whose pay such deductions have been made.

16.07 Union dues deducted pursuant to the foregoing shall be printed on T-4 slips of the employees concerned.

ARTICLE 17 - HOLIDAYS:

17.01 The Company agrees to provide during the term of this Agreement holiday entitlements as set out in Schedule I attached hereto.

ARTICLE 18 - WAGES:

18.01 The Company agrees to pay and the Union agrees to accept during the term of this Agreement as minimums, the wage rates set out in Schedule II attached hereto.

ARTICLE 19 - VACATIONS:

19.01 The Company agrees to provide during the term of this Agreement vacation entitlements as set out in Schedule III attached hereto.

ARTICLE 20 - HEALTH AND WELFARE:

20.01 The Company agrees to provide during the term of this Agreement contributions to Health and Welfare plans as set out in Schedule IV attached hereto.

ARTICLE 21 - SICK LEAVE:

21.01 The Company agrees to provide, during the term

of this Agreement, a sick leave allowance plan as set out in Schedule V attached hereto.

**ARTICLE 22 - REGULAR PART-TIME
EMPLOYEES:**

22.01 The Company agrees to provide working conditions and other entitlements for regular part-time employees as set out in Schedule VI attached hereto.

ARTICLE 23 - BANQUET EMPLOYEES:

23.01 The Company agrees to provide working conditions and other entitlements for banquet employees as set out in Schedule VII attached hereto.

**ARTICLE 24 - HOURS OF WORK & WORK
SCHEDULES:**

24.01 The regular work week for all departments of the hotel shall be forty (40) hours per week. The forty (40) hour week shall consist of five (5) days per week and eight (8) hours per day.

24.02 An employee who punches, signs or otherwise causes information to be placed on another employee's time card or time sheet is subject to disciplinary action up to and including discharge.

24.03 Work schedules shall provide employees with two (2) consecutive days off each week with possible exceptions in some departments where arrangements are made and approved by the parties concerned.

24.04 Departmental weekly work schedules shall be posted where deemed necessary not less than four (4) days prior to the scheduled period. The Company may, on giving four (4) days notice to the employee(s) concerned and subject to the provisions of Section 23.01 hereof, revise such schedule(s) without the payment of premium time.

In the event of regular time lost due to a layoff within a classification and department, work may be offered to employees on their scheduled days off at their regular basic hourly rate of pay in order to make up such regular time lost.

24.05 Subject to the provisions of Article 24.04, authorized work performed in excess of the normal work week or normal work day as defined in Section 24.01 hereof, and on the sixth or seventh consecutive day worked shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.

24.06 Employees shall be entitled to one ten minute (10) rest period for each half shift of four (4) hours duration at a time determined by the Company and consistent with efficient operations.

24.07 It is expressly understood that the provisions of this Article are intended only to provide a basis of calculating time worked and shall not be nor construed to be a guarantee as to the hours of work per week nor (except as provided in Section 23.01 hereof) as to working schedules.

ARTICLE 25 - SHIFT PREMIUM:

25.01 Shift Premium

A shift premium of thirty-five cents (35¢) shall be paid for

all work performed on shifts in which at least half of the hours worked are between the hours of 11:00 p.m. and 6:00 a.m. effective the date of ratification, This premium shift will increase to fifty cents (50¢) effective January 1, 1997.

25.02 The Company will, at its discretion, provide any employee who is required to overstay his or her regular finishing time and ends work between the hours of 1:30 a.m. and 6:00 a.m., transportation cost or accommodation in the hotel or parking fees.

ARTICLE 26 - TEMPORARY TRANSFERS:

26.01 An employee temporarily transferred or assigned to a higher rated classification for one (1) hour or more and fulfilling all of the duties and responsibilities of such position shall receive the rate of the higher classification while occupying such position. Should the temporary transfer be less than one (1) hour, such employee shall receive the rate of his regular classification. Assisting a higher rated employee shall not constitute a temporary transfer or assignment to a position in a higher classification.

26.02 An employee temporarily assigned to a position in a lower rated classification shall not have his rate reduced.

ARTICLE 27 - BEREAVEMENT LEAVE:

27.01 In the event of the death of an employee's spouse, partner, child, parents, brother, sister, mother-in-law, or father-in-law, an employee with more than six (6)

months continuous service shall receive up to three (3) days leave of absence and will be paid for time lost up to a maximum of eight (8) hours per day for each regularly scheduled work day that occurs within such three (3) day period.

Such leave is to be for the purpose of arranging and attending the funeral or for such other related requirements that would reasonably have necessitated time off duty. Bereavement leave not to exceed a total of six (6) working days in any year.

27.02 In the event of the death of an employee's brother-in-law, sister-in-law, grandparent or grandchild, an employee with more than six (6) months continuous service shall receive two (2) day's leave of absence in order to attend the funeral and shall be paid for time lost up to a maximum of eight (8) hours per day.

ARTICLE 28 - GENERAL:

28.01 The Company agrees to continue its past practice during the term of this Agreement with respect to providing free meals to employees in food preparation and food service classifications.

28.02 Uniforms or special style clothing, if required by the Company, shall be supplied and maintained. Maintenance shall include repair of normal wear and tear, dry cleaning of non-washable apparel and laundering of kitchen whites and maids uniforms.

28.03 Employees shall not be responsible for payment of walkouts.

28.04 When a person calls to make reservations for a party of eight (8) or more adults for lunch or dinner in one of the hotel dining rooms, it is suggested to the person making the reservation that a suggested gratuity of fifteen percent (15%) will be added to the bill. If the person making the reservation objects, no such gratuity is added. Furthermore, as it is a suggested gratuity, even though it may be shown on the bill the guest is under no obligation to pay it. Finally, even if the guest has agreed to a suggested gratuity, if the guest subsequently complains about the service, the gratuity is not added to the cheque.

28.05 The Company will endeavour to continue its current practice of charging 8 fifteen percent (15%) gratuity to food and beverage vouchers.

28.06 An employee providing his or her own knives shall be reimbursed up to a maximum of \$50.00 per year for the replacement of said knives upon approval by management.

ARTICLE 29 -JURY DUTY:

29.01 An employee called for jury duty shall be reimbursed by the Company for the difference between jury duty fees and the wage he would otherwise have received (not in excess of eight (8) hours per day or forty (40) hours per week) for the actual time he is necessarily required to be absent from work.

ARTICLE 30 - FEDERAL & PROVINCIAL LEGISLATION:

30.01 The parties agree they cannot be obligated or

bound by any term or provision of this Agreement which is contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event any federal or provincial legislation makes invalid any term or provision of this Agreement, the remaining terms and provisions shall remain in effect for the balance of the term of this Agreement.

ARTICLE 31 - BULLETIN BOARDS:

31.01 The Company shall make a bulletin board available for the posting of notices or reports for the information of Union members. Such notices or reports shall be limited to those concerning elections, meetings, recreational, social or educational activities and must be approved by the Director of Human Resources of the hotel prior to posting.

ARTICLE 32 - SAFETY & HEALTH:

32.01 The Company shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment.

32.02 The Union and the Company will co-operate in maintaining and promoting safe work practices.

32.03 The parties agree to continue the established Health and Safety Committee, Such Committee shall operate in accordance with the terms of the present occupational Health and Safety Act of Ontario, RSO 1990 May 1995 Edition.

ARTICLE 33 - TECHNOLOGICAL CHANGE:

33.01 The Company agrees to provide advance notice to employees and the Union of any changes in technology.

33.02 The parties agree to negotiate the introduction of new technology with a mind towards minimizing any adverse effects, if any, on the employee.

ARTICLE 34 -JOB SECURITY:

34.01 In the event that the Company determines that it is necessary to subcontract (understood to include leasing and contracting in and out) work presently in the bargaining unit which affects an employee or close permanently a department, the following will occur:

- a. The Union and the employees will be provided with a minimum of ninety (90) days notice in writing of such a change.
- b. The Company will, at the request of the Union, meet prior to the implementation of the change to determine ways of limiting the adverse effects on affected employees, if any, to review pertinent information and to consider reasonable alternatives, if any.
- c. Without limiting the outcome of B, an employee who is displaced as a result of the change referred to above will first be offered available alternate employment within the bargaining unit if a position is available and the employee has the skill and ability to do the work required, Where skill and ability are equal between affected employees, then seniority shall be the governing

factor, The employee shall retain his/her house seniority while being required to accumulate departmental seniority in his/her new position.

- d. Should no suitable position be available then the 'affected employee shall have the following options:
 - i. elect to exercise bumping rights in accordance with 11.04 S so long as the affected employee may bump into another department.
 - ii. apply for an available position for which they may be trained
 - iii. remain on the seniority list for a period of twenty-six (26) weeks and be subject to recall for any suitable employment and said 26 weeks may be extended by the Company. Employees who are not recalled shall receive severance in accordance with ESA R.S.O. 1990
 - iv. elect to accept severance pay which shall be based upon one (1) week's pay* for each twelve (12) months completed service to a maximum of twenty-six (26) weeks, inclusive of any entitlement under The Employment Standards Act of Ontario, and be removed from the seniority list. (*Service over ten (10) years-will be paid at 1.5 weeks pay for each additional year).

One of the above must be selected by the affected employee not later than ten (10) days prior to the closure.

- e. The Company will arrange a meeting between the Union and any contractor, that as a result of its activities within the hotel, will displace a bargaining unit employee.

f. Notwithstanding the Company will not exercise the provisions of this article to subcontract work presently within the bargaining unit for eighteen months from the commencement of this Agreement.

ARTICLE 35 - EDUCATION:

35.01 The Company recognizes that education is a continuing process. Accordingly the Company shall allow the Union to sponsor education functions such as seminars and workshops to be held on the Company's premises in facilities when they are available at no charge to the Union with the understanding that the hotel will not turn away revenue.

35.02 The Company will pay ninety percent (90%) of the cost of an academic or technical course approved by the Company. The employee will pay 10% of the cost. If an employee's application for approval is denied, the employee shall be given the reason in writing. A maximum of \$250.00 per course will be covered by the Company.

35.03 Life-long Learning Fund

The Company agrees to contribute one cent (1¢) per hour from date of ratification per hour worked per employee, into the Local HERE Local 75 Life-long Learning Fund.

ARTICLE 36 - TERMINATION:


36.01 The Agreement shall continue in effect until December 31, 1998, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty

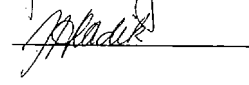
(30) days or nor more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

36.02 If, pursuant to such negotiations, and agreement is not reached on the renewal or amendment of this Agreement prior to the current expiration date, it shall expire unless it is extended for a specific period by mutual agreement of the parties. All such negotiations shall be subject to the Ontario Labour Relations Act, R.S.O. 1970 as amended.


Dated at Toronto, Ontario, this 13th day of December 1996.

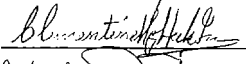
TORONTO COLONY HOTEL




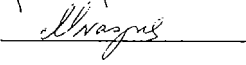


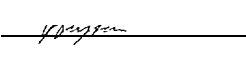
HOTEL EMPLOYEES RESTAURANT
EMPLOYEES UNION, LOCAL 75

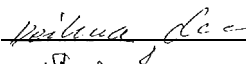


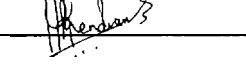












SCHEDULE 1 - HOLIDAYS:

1. Employees in the active employ of the Company who have completed their probationary period and who are not required to work on the holiday concerned shall receive pay for the following holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Employee's Birthday	Employee's anniversary date of employment

In addition to the foregoing, a floating holiday will be granted annually to all eligible full-time regular employees who have completed one (1) or more years of set-vice. The date upon which an individual employee will observe the floating holiday shall be mutually agreed between the Company and the employee, but in any event must be observed between January 15 and February 28 each year. Should Heritage Day be declared and become a designated holiday under the Employment Standards Act of the Province of Ontario, the floating holiday will then be deleted from the provisions of this Collective Agreement and Heritage Day substituted thereof.

Holiday pay shall be calculated based on the number of hours the employee would otherwise have worked had there been no holiday at his regular straight time hourly rate of pay.

In order to qualify for holiday pay, the employee must work his full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned.

2. Employees in the active employ of the Company who have completed their probationary period who are required to work on any one of:

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

shall receive pay for time worked on such day at the rate of time and one-half his basic hourly rate of pay and, if qualified pursuant to Section (1) hereof, shall receive holiday pay in addition thereto.

Employees who are required to work on a negotiated holiday (i.e. Employee's birthday, employee's Anniversary of Employment, Floating Holiday, as defined) shall receive pay for time worked on such day at his basic hourly rate of pay and if qualified pursuant to Section (1) hereof, shall receive holiday pay in addition thereto.

In order to qualify for the provisions of this Section 2, an employee must work his full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned. Holidays for employees in Beverage Service and Beverage Production classifications may be substituted for a departmental closure under the Canada Elections Act.

3 If a holiday falls within an employee's vacation period, the Company shall grant either an extra day's holiday at a time convenient to the Company or pay for the holiday as provided herein.

4. The parties acknowledge that any hours worked on

New Year's Day, including those after midnight New Year's Eve, will be paid at the holiday rate, in accordance with the above provisions.

SCHEDULE II - WAGES:

The basic hourly rate contained in this Schedule II are minimums. The Company reserves the right to grant individual merit increases which shall not obligate the Company to grant a general increase.

Employees receiving merit rates shall retain such status during the term of this Agreement and receive the negotiated increases for their classification provided satisfactory quality and quantity of work are maintained.

New employees will receive 80% of the job rates as a starting rate for the first six months of employment.

The following hourly rates of pay shall become effective with the start of the pay period coinciding with the date shown hereunder:

<u>Classification</u>	<u>Jan. 1</u> <u>1996</u>	<u>July 1</u> <u>1996</u>	<u>Jan. 1</u> <u>1997</u>	<u>July 1</u> <u>1997</u>	<u>Jan. 1</u> <u>1998</u>	<u>July 1</u> <u>1998</u>
HOUSEKEEPING:						
Houseperson	11.01	11.07	11.24	11.35	11.46	11.63
Room Attendant	11.01	11.07	11.24	11.35	11.46	11.63
Room Checker	11.07	11.13	11.30	11.41	11.52	11.69
Cleaner:Public Area	11.01	11.07	11.24	11.35	11.46	11.63
Seamstress	11.01	11.07	11.24	11.35	11.46	11.63
LAUNDRY:						
Washer/Extractor	11.07	11.13	11.30	11.41	11.52	11.69
Utility	10.99	11.04	11.21	11.32	11.43	11.60
Linen Attendant	10.99	11.04	11.21	11.32	11.43	11.60

<u>Classification</u>	<u>Jan. 1</u> <u>1996</u>	<u>July 1</u> <u>1996</u>	<u>Jan. 1</u> <u>1997</u>	<u>July 1</u> <u>1997</u>	<u>Jan. 1</u> <u>1998</u>	<u>July 1</u> <u>1998</u>
FOOD SERVICE:						
Room Service						
Captain	8.41	8.46	8.59	8.68	8.77	8.90
Server	7.19	7.22	7.33	7.40	7.47	7.58
Counter Server	10.83	10.88	11.04	11.15	11.26	11.43
Bus Help	8.49	8.53	8.66	8.75	8.84	8.97
Cashier	10.47	10.53	10.69	10.80	10.91	11.07
Cashier/Hostess	10.69	10.74	10.90	11.01	11.12	11.29
KITCHEN:						
1st Cook	13.25	13.31	13.51	13.65	13.79	14.00
2nd Cook	12.30	12.36	12.55	12.68	12.81	13.00
3rd Cook	11.73	11.79	11.97	12.09	12.21	12.39
Dishwasher	10.39	10.44	11.10	11.21	11.32	11.49
Commis	10.47	10.53	11.19	11.30	11.41	11.58
Kitchen Assistant	10.39	10.44	11.10	11.21	11.32	11.49
Store Attendant	10.47	10.53	10.69	10.80	10.91	11.07
Store Room Porter	10.39	10.44	10.60	10.71	10.82	10.98
BEVERAGE PRODUCTION						
Bartender: Service	12.00	12.07	12.25	12.37	12.49	12.68
: Stool	10.72	10.78	10.94	11.05	11.16	11.33
Cashier	10.58	10.63	10.79	10.90	11.01	11.18
BEVERAGE SERVICE:						
Server	7.19	7.22	7.33	7.40	7.47	7.58
Mini-Bar Attendant	10.51	10.56	10.72	10.83	10.94	11.10
GUEST SERVICES:						
Bellperson	7.19	7.22	7.33	7.40	7.47	7.58
Door Attendant	7.54	7.58	7.69	7.77	7.85	7.97
SWITCHBOARD						
Operator	10.89	10.94	11.10	11.21	11.32	11.49
MAINTENANCE						
General	12.63	12.69	13.24	13.37	13.50	13.70
Helper	10.81	10.86	11.38	11.49	11.60	11.77
FITNESS CENTRE						
Fitness Attendant	10.52	10.57	10.73	10.84	10.95	11.11
Lifeguard	10.52	10.57	10.73	10.84	10.95	11.11

<u>Classification</u>	<u>Jan. 1</u> <u>1996</u>	<u>July 1</u> <u>1996</u>	<u>Jan.1</u> <u>1997</u>	<u>July1</u> <u>1997</u>	<u>Jan. 1</u> <u>1998</u>	<u>July1</u> <u>1998</u>
Parking Attendant	10.08	10.13	10.78	10.89	11.00	11.16

BANQUET DEPARTMENT:

Server	7.19	7.22	7.33	7.40	7.47	7.58
Porter	10.80	10.85	11.01	11.12	11.23	11.40
Beverage Dispenser	7.92	7.96	8.08	8.16	8.24	8.36

Training Premium

The Company agrees to pay a Training Premium of fifty cents (50¢) per hour to an employee who is assigned to train another employee (s) for the hours the training is being carried out.

Probationary employees will only qualify for those benefits legislated by the Province of Ontario.

SCHEDULE III - VACATIONS:

Employees in the active employ of the Company shall be entitled to an annual vacation with pay in accordance with the following schedule:

1. Employees who have completed one (1) year or more of continuous service but less than five (5) years of continuous service with the Company shall be entitled to two (2) weeks of vacation with two (2) weeks gross pay.
2. Employees who have completed five (5) years or more of continuous service but less than twelve (12) years of continuous service with the Company shall be entitled to three (3) weeks of vacation with three (3) weeks gross pay.

3. Employees with twelve (12) years or more of continuous service with the Company shall be entitled to four (4) weeks vacation with four (4) weeks gross pay.

4. Employees with twenty-five (25) years or more of continuous service with the Company shall be entitled to five (5) weeks of vacation with five (5) weeks gross pay.

5. Employees who are absent from work for more than twenty-five (25) days in an annual qualifying period shall receive as vacation pay:

- a. 4% of total pay if qualified for two (2) weeks of vacation;
- b. 6% of total pay if qualified for three (3) weeks of vacation;
- c. 8% of total pay if qualified for four (4) weeks of vacation;
- d. 10% of total pay if qualified for five (5) weeks of vacation.

For the purpose of paragraph 4 above, "Total Pay" shall include wages received for work performed at either the straight time or time and one-half rate, holiday pay and vacation pay since the most recent anniversary of employment with the Company.

The Company shall post a vacation request schedule in each department on or before February 15 each year. Employees wishing to schedule their annual vacation during a specific period shall be required to so indicate on the posted schedule on or before March 1. Consistent with efficient operation of the hotel, the scheduling of vacations within a

department shall be based on seniority. The Company shall, whenever possible, and consistent with departmental operation requirements, grant consecutive weeks of vacation to employees. The Company shall post an approved vacation schedule for each *department* on or before March 31 each year.

An employee shall receive upon request, his or her vacation pay at the commencement of his or her vacation if such request is made one month prior to his/her scheduled vacation start date.

SCHEDULE IV: HEALTH AND WELFARE:

The Company agrees, during the term of this Agreement, to continue its present Group Insurance Plan for eligible full-time employees who have completed their probationary period and throughout the term of this Agreement, except as modified below, maintain its present level of contributions toward the plan.

Effective thirty (30) days following the date of signing, the Company agrees to amend the existing dental plan fee schedule for benefits available to eligible full-time employees to 1995 O.D.A. rates, and adjust them annually to be one year behind the current year rates.

SICKNESS AND ACCIDENT

The Company further agrees to provide an insured Sickness and Accident Plan (Weekly Indemnity) for eligible full-time employees who have completed three (3) months continuous service with the company. The "Plan" shall be of the type commonly referred to as a one-eight plan with a

weekly benefit to a maximum of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of an employee's insurable earnings under the Unemployment Insurance Act and Regulations and a maximum benefit duration of fifteen (15) weeks. The Sickness and Accident Plan shall be provided at the sole expense of the Company.

PENSION PLAN

Effective the date of ratification, the Company will contribute on behalf of employees who regularly work more than twenty (20) hours and who have completed their probationary period, to the Pension Plan of HERE Local 75, the sum of twenty-five cents (25¢) per hour worked. Such employees will contribute twenty cents (20¢) per hour worked.

All pension payments shall be remitted to the Trust of the Pension Plan by the end of the month following deduction

Contributions shall be made in accordance with the Pension and Benefits Act of Ontario and the Income Tax Act of Canada.

The parties agree that the plan will be administered by the Trustees of the Pension Plan of Hotel Employees Restaurant Employees Union, Local 75.

SCHEDULE V - SICK LEAVE ALLOWANCE:

Full-time regular employees of the Company on completion of one (1) year's continuous service shall be entitled to receive sick leave allowance subject to the following provisions:

1. All cases of sickness must be reported to the Duty Manager and failing him to the Switchboard Operator, on the first day within a period of one (1) hour prior to the normal reporting time of the employee concerned. The employee concerned will be required to confirm the name of the person receiving such notice.
2. The allowance for sick pay shall commence after the third (3rd) consecutive day of illness and shall be paid for scheduled days only or days for which an employee would have been scheduled had he not been ill.
3. Sickness must be confirmed by a Doctor's Certificate which includes the expected duration of absence from work. The Company reserves the right to appoint a doctor other than the one providing the certificate should it feel further continuation is required.
4. Sick pay allowance shall be an amount equal to the product of the normal daily hours of the employee concerned multiplied by his basic hourly rate.
5. Sick leave allowance shall not be paid for an illness that commences or an accident that occurs during an employee's vacation.
6. Sick pay shall not apply to any day for which an employee receives compensation under the Sickness and Accident Plan contained in Schedule IV hereof nor will it apply to any day for which an employee received compensation under the Workmen's Compensation Act of the Province of Ontario.
7. Eligibility for Sick Leave Allowance shall be reinstated for an employee who has received such allowance

following his return to active work with the Company for a period of thirty (30) days or more.

SCHEDULE VI - REGULAR PART-TIME EMPLOYEES:

1. All employees regularly scheduled and working twenty-four (24) hours or less per week will be considered part-time employees. The Article and Schedules of the Collective Agreement listed below shall govern regular part-time employees:

Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 18, 22, 23.02, 24, 25, 27, 29, 30, 31, 32 and Schedule II.

2. Regular part-time employees who are called in to work on any given day shall receive not less than four (4) hours pay.

3. Regular part-time employees in the active employ of the Company who qualify and who are not required to work on a holiday established under the Employment Standards Act of the Province of Ontario shall receive regular pay for such holiday(s).

In order to qualify for holiday pay, a regular part-time employee must have completed three (3) months' continuous employment with the Company, have worked twelve (12) days in the thirty (30) day period preceding the holiday concerned and have worked his full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned.

4. An eligible regular part-time employee in the active employ of the Company who is required to work on a

holiday established under the Employment Standards Act of the Province of Ontario may be granted a day off with pay in lieu of the holiday at his regular rate of pay within a period of thirty (30) days prior to or thirty (30) days subsequent to the holiday concerned. Pay for a day off in lieu of a holiday shall be calculated based on the number of hours worked by the employee on the holiday concerned at his regular straight time hourly rate of pay. If a day off in lieu of the holiday is not granted by the Company, then such employee shall be paid for authorized work performed on the holiday at one and one-half times his regular straight time hourly rate of pay and, in addition, shall receive holiday pay calculated in accordance with Section 3 of this Schedule VI.

An employee shall qualify for a day off with pay in lieu of a holiday in the same manner as set forth in Section 3 of this Schedule VI.

5. Part-time employees will receive the same percentages for vacation pay as full-time employees based on length of Company w-vice.

6. Overtime:

Authorized work performed by a regular part-time employee in excess of forty (40) hours in the week or eight (8) hours in a day shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.

SCHEDULE VII - BANQUET EMPLOYEES:

I. STEADY BANQUET SERVERS:

1. First Call: A maximum of eight (8) employees shall be

employed as steady full-time banquet servers and as such, shall have scheduling priority over part-time banquet servers.

2. Second Call: Steady part-time banquet servers shall be booked or assigned on a seniority basis, and as such shall have scheduling priority over part-time casual banquet servers.
3. Third Call: Casual part-time banquet servers shall be offered work on an as needed basis by call in by seniority and with the understanding that employees who do not indicate availability at the time of being called may be passed over.
4. Any increase in the number of steady banquet servers (first call, second call) must be negotiated with the Union.
5. Full-time employees in the banquet department classifications shall enjoy all terms and conditions of the Collective Agreement covering other departments of the hotel (save as modified in the Agreement).

II.

A. WAGES:

See Schedule II.

B. HOURS OF WORK AND OVERTIME:

When scheduled, Steady Banquet employees shall be provided with a minimum of four (4) hours work.

Subject to the foregoing, hours of work and overtime shall be in conformity with the Employment Standards Act of the Province of Ontario.

C. GENERAL:

Employees in the classifications of Steady Banquet Server and Server shall serve food and beverage at banquet functions and shall be responsible for linen, cutlery, glassware and china portions of set-up and dismantling.

Scheduling shall be in rotation by classification with a view to equalizing the distribution of food gratuities to Servers and beverage gratuities to Beverage Dispensers.

Work performed by a Server in another banquet department classification shall be paid at the rate of such classification to the nearest quarter hour.

No employee shall have the right to refuse to work an assigned function, accordingly an employee who fails to work a scheduled function shall be considered as having performed such assignment for purposes of subsequent equitable distribution. A part-time banquet server who refuses two (2) scheduled work assignments in any fourteen (14) consecutive day period shall be considered to have terminated employment with the Company. On functions where a guarantee is provided by the Convenor, normal scheduling shall be thirty (30) covers on dinner plate service, thirty-five (35) covers on luncheon service and forty (40) covers on buffet service. Removal of linen, cutlery, glassware and china shall be limited to seventy (70) covers and shall be assigned to servers who served the function. When scheduled, and to the extent possible, such duties will be performed by on-call employees. Management shall not perform the duties of Banquet Department bargaining unit employees except in case of an emergency, or for the

purpose of training or experimentation The following provision shall not apply to functions where specialized service is required.

D. GRATUITIES:

Seventy-five percent (75%) of the gratuity related to food revenue shall be distributed to bargaining unit employees who serve food and a gratuity equal to 7.5% of the revenue related to the sale of liquor or beer shall be distributed to Bargaining Unit employees serving "host bars". Banquet Department Employees servicing a banquet "Cash Bar" shall share in equal portions a gratuity equal to twenty cents (20¢) per liquor, beer, wine or minerals ticket sold. Banquet Department employees serving coffee breaks shall receive the related gratuity. The remainder of gratuities will be at the disposal of the Catering Manager for distribution as he or she feels best suited.

Payment of Gratuities

I. Payment of gratuities on plate service and buffet functions shall be based on the number of covers set by each server. Gratuities on host bars shall be distributed in equal portions to employees serving such functions. Employees receiving gratuities shall receive an itemized breakdown for each function worked and gratuities paid for each two (2) week pay period.

Cheques or relevant documents showing the total amount of gratuity collected will be available for inspection by the Union upon request. Gratuities distributed as aforesaid that are not subsequently

collected from the guest are subject to recovery by the Company from the gratuities of subsequent banquets worked by the employees concerned. The Union shall be notified of such non-payment by the guest.

A representative of the Union may make periodic audits of documents relative to gratuity distribution and submit an audit report to both parties in writing setting forth his findings.

II. MEALS

Banquet servers shall be allowed one meal for each four (4) hours worked. Pursuant to the requirements of Revenue Canada, employees receiving meals shall be assessed a taxable benefit.

III. CASUAL BANQUET EMPLOYEES

Casual Banquet Servers shall be scheduled when required to supplement Steady Banquet Servers as defined in Section 1 hereof. Section 2 (c), 2 (d), and 3 of the Memorandum of Agreement, together with the provisions of the Employment Standards Act of the Province of Ontario, shall govern working conditions for Casual Banquet Employees.

IV. BANQUET PORTERS

For functions of 50 guests or less and only sandwiches and continental breakfasts are being served - Banquet Porters shall be responsible for service to guests, Functions of more than 50 guests will be served by Servers. Banquet Porters shall be responsible for the serving of all coffee breaks.

LETTER OF UNDERSTANDING

BETWEEN:

The Toronto Colony Hotel

-and-

Hotel Employees Restaurant Employees Union, Local 75

Re: Classifications.

I. Valet Parking:

The Union agrees to co-operate with the Company in the introduction of a valet parking service on a trial basis as follows:

1. The Union and the Company will solicit sufficient volunteers from the Bell and Door staffs who will park cars as part of their duties, with the understanding that the hotel's insurance fully covers the staff for any accidents and hold them harmless (i.e. no discipline, just take away the duty, unless the result of gross negligence).
2. The Company will make every reasonable effort to maintain adequate staffing in the front service area of the hotel. In the event that there is not, the affected employee will have the discretion to choose between conflicting duties.
3. The additional compensation to those employees engaged in valet parking will be \$1.00 in and \$1.00 out.

4. After 6 months, the parties will do one of the following by mutual agreement:
 - a. extend the arrangement
 - b. agree the Company will hire valet porters as a new classification at \$9.55/hr.
 - c. discontinue the valet parking service.

II. Bartender/Server:

The parties agree this classification would be introduced in the event of opening a new food and beverage outlet, and in existing outlets only when business levels are slow enough to warrant, as follows:

1. The rate is the same as the Stool Bartender, which shall be \$10.57/hr. upon ratification - general wage increase shall apply as well.
2. A Bartender/Server cannot be assigned to work in the Chestnut Tree unless there is a minimum of two (2) servers as well.
3. Take out orders will be handled by the food and beverage cashier.

III. Food and Beverage Cashier:

The parties agree that in implementing the above classification the following will apply:

1. The Company will make every reasonable effort to keep room service open year round.
2. In the room service department a suggested gratuity in the amount of 15% shall be shown on the guest cheque

with the understanding that non-payment on any or all service charges to the Company by the guest will be recoverable from the employee. The gratuity shall be shared among employees. The gratuity shall be shared among the employees, when the food and beverage cashier assists the server in set-up.

- 3. The food and beverage cashier shall handle all take-out orders.
- 4. Classification seniority shall apply in scheduling.
- 5. Notwithstanding the across-the-board increase in wages, the food and beverage cashier will receive a ten cents (10¢) increase in hourly wage upon ratification.

Signed and dated, this 13th day of December 1996

FOR THE COMPANY:

[Handwritten signature]

[Handwritten signature]

FOR THE UNION:

[Handwritten signature]

[Handwritten signature]

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[Handwritten signature]

[Handwritten signature]

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LETTER OF UNDERSTANDING

BETWEEN:

The Toronto Colony Hotel

- and -

The Hotel Employees Restaurant Employees Union,
Local 75

Re: Negotiating Committee (Article 6.04):

At the Union's request, an additional employee may attend negotiating meetings where that employee has knowledge of information which may be pertinent to items under negotiations.

Signed and dated this, 13th day of December, 1996.

FOR THE COMPANY:

June M. Regal
Alfred

FOR THE UNION:

Paul Clifford
Blumenthal
Janet Pascal
Whisper
Parker
Spencer
Andrews

LETTER OF UNDERSTANDING

BETWEEN:

The Toronto Colony Hotel

- and -

The Hotel Employees Restaurant Employees Union,
Local 75


Re: Union Management Committee:


The parties agree to the establishment of a Joint Union
Management Committee following signing of the Collective
Agreement, to discuss subjects of mutual interest.

Such Committee shall prescribe its Terms of Reference.

Signed and dated this, 13th day of December, 1996.

FOR THE COMPANY:





FOR THE UNION:

