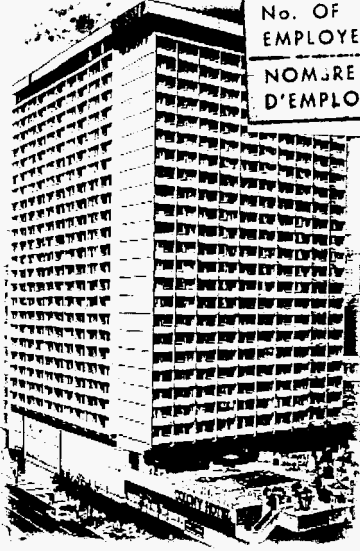


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SOURCE	COMP
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TERM.	2001 12 31
No. OF EMPLOYEES	290
NOMBRE D'EMPLOYÉS	290



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BETWEEN
TORONTO COLONY HOTEL
AND
HOTEL EMPLOYEES

RESTAURANT EMPLOYEES UNION-
ENTERED LOCAL 75

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Through empowered associates, our valued guests will experience the quality of Toronto's best value, full service hotel, delivered in an atmosphere of five star hospitality.

HOTEL MISSION STATEMENT



COLLECTIVE AGREEMENT



TORONTO COLONY HOTEL,

Toronto, Ontario

AND



HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,
LOCAL 75, AFL-CIO-CLC-OFL

TERM: 1 January 1999 - 31 December 2001

THIS AGREEMENT made as of the 11th day of March 1999.

BETWEEN:

TORONTO COLONY HOTEL

89 Chestnut Street, Toronto, Ontario (herein referred to as the "Company"

OF THE FIRST PART

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75
of the Hotel Employees and Restaurant Employees International Union, AFL-
CIO-CLC-OFL (hereinafter referred to as the "Union")

OF THE SECOND PART

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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 for settling grievances which may arise hereunder, so as to maintain harmonious relations between the Company and the Employees covered by this Agreement, and to assist the Company in the most efficient operation of its business.

Article 2 – Recognition and 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 cases 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 force, 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 practiced by either them or their representatives, of an employee's membership or non-membership in the Union or because of their 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 Article 11.01b), 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 their 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 the permission of their immediate supervisor, or in their absence the General Manager or their designate, and when resuming their regular duties, will report again to their immediate supervisor, or in their absence, the General Manager or their designate.
- 6.04 (a) 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 11.01b, of this Agreement. The Negotiating Committee shall be responsible for presenting bargaining unit proposals and negotiating the renewal of this Collective Agreement with the Company. The Negotiating

Committee shall be paid at straight time rates to a maximum of eight (8) hours per day for time spent in negotiations, while meeting with the Negotiating Committee for the Company.

(b) 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.

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 that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate supervisor an opportunity to address their complaint. They shall discuss it with their 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 1

The Employee, who may be accompanied by their Union Steward, shall present their 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 their decision, accompanied by their reason(s), in the event the grievance is rejected, in writing, **three (3) days** following the presentation of the grievance to them.

Step 2

Failing satisfactory settlement in Step 1, 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 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 they 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 2 is given, the grievance shall be deemed to have been settled.

- 7.03 Where no written decision had been given within the time limits 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 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 reason less serious than in the case of the discharge of an employee who has completed their 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 their probationary period that they have been discharged without cause shall be treated as a grievance, if a written statement of such grievance is lodged with the Company

at Step 2, within *five (5) days* after the employee is discharged. Such special grievance may be settled under the grievance procedure or by an Arbitrator by:

- (a) confirming the Company's action in dismissing the employee;
- (b) reinstating the employee without compensation for time lost or with payment to them for time lost due to the discharge at their regular rate of pay for their 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 their being discharged, an employee shall be allowed to confer with their 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 to this Agreement. Furthermore, the parties agree to appoint a sole arbitrator to hear grievances in the following manner:
A request for arbitration shall be made in writing by one party or the other, and such request shall contain the names of three (3) arbitrators acceptable to it as the arbitrator. The written request shall include a statement of the relief being sought. The recipient of the notice shall, within *five (5) days* of its receipt, either inform the other party in writing that one (1) of the arbitrators named in the

- notice is acceptable as arbitrator, or submit three (3) additional names or arbitrators acceptable to it. If the parties are unable to agree on the selection of an arbitrator from among the names of arbitrators submitted, then the parties shall jointly request the Ontario Minister of Labour to appoint an arbitrator in accordance with the Ontario *Labour Relations Act*. The decision of the Minister of Labour shall be final and binding on the parties.
- 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 Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 9.05 The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties and the employee or employees concerned.
- 9.06 The parties will jointly bear the fees and expenses of the Arbitrator appointed pursuant to Article 9.01.
- 9.07 For the purposes of Articles 7, 8 and 9, the word "*days*" shall not include *Saturdays, Sundays or Holidays*, as set out in Article 17.

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 Standards of Conduct violated. Copy of Standards of Conduct to be provided to the Union prior to ratification.
- 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 their file, the Company agrees to remove all prior disciplinary notices. The following offences will be maintained in an employee's file for twenty-four (24) months, while employed at the hotel: harassment and violence.

Article 11 – Seniority

- 11.01 The definition of a full time employee is an employee who has worked an average of twenty-four (24) hours or more per week for twelve (12) consecutive weeks. In order for an employee's full time status to change to part time, that employee must work less than an average of twenty-four (24) hours per week for twelve (12) consecutive weeks, providing an average of twenty-four (24) hours/week or more were available.
- 11.02 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 Article 22 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 8.01 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's Pub |
| Chestnut Tree Restaurant | Stewarding |
| Parking Garage | Banquets |
| Fitness | |

11.03 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.

11.04 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 Article 11.06(c). Employees transferring for shorter periods shall continue to accumulate departmental seniority in their original department.

11.05 (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 11.05(b), 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 11.05(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.

11.06 (a) Vacancies for permanent positions within the bargaining unit shall be posted for a minimum period of **four (4) days** within each department of the hotel and at the punch clock area. 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 applying. The Company shall assess the qualifications of employees

applying to fill the vacancy and if, in the opinion of the Company, no internal applicant is suitably qualified, applications from persons outside the bargaining unit shall 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 they 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 they do not wish to continue in the job, shall be returned to their 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, employees in that classification and department shall have the right to fill such vacancy on the basis of seniority.

11.07 An employee shall lose all seniority and their employment deemed to have been terminated if they:

- (a) voluntarily leave the employ of the Company
- (b) are discharged and are not reinstated through the grievance or arbitration procedure
- (c) are laid off for a period equal to the lesser of their period or seniority of six (6) months

- (d) fail to return to work upon termination **of** an authorized leave of absence unless prior arrangements acceptable to both the employee 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) fail 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 their intention to return within **three (3) days** following such notice
- (f) are absent without leave for **three (3) working days** ~~or longer~~ without a satisfactory explanation
- (g) are absent due to a Workplace Safety and Insurance Board (WSIB) claim or illness for twenty-four **(24)** consecutive months or longer provided this is not in conflict with the long term disability policy.

11.08 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.

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

Article 12 – Leave of Absence

12.01 The Company may, in its discretion, grant a 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 thirteen (13) weeks 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 their 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 be restricted to fire, flood, electrical or mechanical breakdown:
- (a) if the employee is authorized to commence work and does so, assignment of their normal daily hours of work at their basic hourly wage rate or payment in lieu thereof is sent home prior to completion of their 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 their 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 their 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 their 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 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 so authorize 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 Article 21 of the Collective Agreement. Banquet and Bellperson/Door Attendant 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 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	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Employee's Birthday
Labour Day	Employee's Anniversary Date
International Hotel Workers' Day (10 November)	of Employment

17.02 Should Heritage Day be declared and become a designated holiday under the Employment Standards Act of the Province of Ontario, International Hotel Workers' Day will then be deleted from the provisions of this Collective Agreement and Heritage Day substituted instead.

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

17.04 In order to qualify for holiday pay, under Articles 17.05 and **17.05**, the employee must work their full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned.

17.05 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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

shall receive pay for time worked on such day at the rate of time and one half (1 ½) their basic hourly rate of pay

and, if qualified pursuant to Article **17.04** hereof, shall receive holiday pay in addition thereto.

- 17.06** Employees who are required to work on a negotiated holiday (i.e., employee's birthday, employee's anniversary of employment, International Hotel Workers' Day, as defined) shall receive pay for time worked on such day at their basic hourly rate of pay and if qualified pursuant to Article **17.04** hereof, shall receive holiday pay in addition thereto.
- 17.07** Holidays for employees in Beverage Service and Beverage Production classifications may be substituted for a departmental closure under the Canada Elections Act.
- 17.08** 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.
- 17.09** 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.

Article 18 – Wages

- 18.01** (a) The basic hourly rates contained in this Article are minimums. The Company reserves the right to grant individual merit increases which shall not obligate the Company to grant a general increase.
- (b) 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.

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

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

Classification	11 Feb 1999	1 Jan 2000	1 Jan 2001
<i>Housekeeping</i>			
Houseperson	12.06	12.51	12.97
Room Attendant	12.06	12.51	12.97
Room Checker	12.12	12.57	13.04
Cleaner-PublicArea	12.06	12.51	12.97
Seamstress	12.06	12.51	12.97
Carpet Cleaner	12.06	12.51	12.97
<i>Laundry</i>			
Washer/Extractor	12.12	12.57	13.04
Utility	12.03	12.48	12.94
Linen Attendant	12.03	12.48	12.94
<i>Food Service</i>			
Room Service			
Captain	9.12	9.35	9.58
Server	7.77	7.96	8.16
Counter Server	11.85	12.29	12.74
Bus Help	9.30	9.64	10.00
Cashier	11.48	11.90	12.34
Cashier/Hostess	11.71	12.14	12.59
<i>Kitchen</i>			
Chef de Partie	15.56	16.14	16.74
1 st Cook	14.52	15.06	15.62

Classification	11 Feb 1999	1 Jan 2000	1 Jan 2001
2 nd Cook	13.48	13.98	14.50
3 rd Cook	12.85	13.33	13.82
Store Attendant	11.48	11.90	12.34
Stewarding			
Dishwasher	11.92	12.36	12.82
<i>Beverage Production</i>			
Service Bartender	13.15	13.64	14.14
Stool Bartender	11.61	11.90	12.20
Combined Bartender	12.38	12.77	13.17
<i>Beverage Service</i>			
Server	7.77	7.96	8.16
<i>Guest Services</i>			
Bellperson	7.77	7.96	8.16
Door Attendant	8.17	8.37	8.58
<i>Switchboard</i>			
Operator	11.92	12.36	12.82
<i>Maintenance</i>			
General	14.21	14.74	15.29
<i>Fitness Centre</i>			
Fitness Attendant	11.52	11.95	12.39
<i>Parking</i>			
Parking Attendant	11.57	12.00	12.44
<i>Banquet Department</i>			
Server	7.77	7.96	8.16
Porter	11.82	12.26	12.71
Beverage Dispenser	8.57	8.78	9.00
Cashier	11.59	12.02	12.46

~ **18.04 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 for the hours the training is being carried out.

18.05 Combined Bartender

The wage of the Combined Bartender will be exactly midway between the two existing bartender classifications. This rate is to be paid to the bartender working both Stool and Service. When two (2) bartenders are scheduled and working, seniority will determine who will be the Service Bartender and who will be the Stool Bartender, and they will be paid the rates outlined in Article **18.03** for working in those classifications. It is understood that during breaks Combined Bartender duties will be assumed in the interest of guest service, with no adjustment to pay during those times.

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

Article 19 – Vacations

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

(a) 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.

(b) 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. Effective 1 January 2001, employees who have completed five (5) years or more of continuous service but less than ten (10) years of continuous service with the Company shall be entitled to three (3) weeks of vacation with three (3) weeks gross pay.

(c) 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. Effective 1 January 2001, employees with ten (10) years or more of continuous service with the Company shall be entitled to four (4) weeks vacation with four (4) weeks gross pay.

(d) 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.

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

- i) four percent (4%) of total pay if qualified for two (2) weeks of vacation;
- ii) six percent (6%) of total pay if qualified for three (3) weeks of vacation;
- iii) eight percent (8%) of total pay if qualified for four (4) weeks of vacation;
- iv) ten percent (10%) of total pay if qualified for five (5) weeks of vacation.

19.02 For the purpose of Article **19.01** part (5) 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.

- 19.03** The Company shall post a vacation request schedule in each department on or before 15 February each year. Employees wishing to schedule their annual vacation during a specific period shall be required to indicate their request on the posted schedule on or before March 1st. 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 31st each year.
- 19.04** An employee shall receive upon request, their vacation pay at the commencement of their vacation if such request is made one month prior to their scheduled vacation start date.

Article 20 – Health and Welfare

- 20.01** The Company agrees, during the term of the 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.
- 20.02** The dental plan fee schedule for benefits available to eligible full-time employees will be adjusted annually to be one year behind the current ODA rates.

- 20.03 *Short Term Disability*
The Company agrees to provide an insured Short Term Disability 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 one-eight plan with a benefit to a maximum of sixty-six and two thirds percent (66 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 Short Term Disability Plan shall be provided at the sole expense of the Company.
- 20.04 Pension Plan
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.
- 20.05 All pension payments shall be remitted to the Trust of the Pension Plan by the end of the month following deduction.
- 20.06 Contributions shall be made in accordance with the Pension and Benefits Act of Ontario and the Income Tax Act of Canada.
- 20.07 The parties agree that the plan will be administered by the Trustees of the Pension Plan of Hotel Employees Restaurant Employees Union, Local 75.

Article 21 – Sick Leave

21.01 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:

- a) All cases of sickness must be reported to the employee's immediate Manager and failing that to either the Front Desk Manager or Night Manager, on the first day, within a period of *three (3) hours* prior to the scheduled reporting time of the employee concerned, except if the employee is scheduled to work a morning shift, then the employee must provide one (1) hour notice.
- b) 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 they not been ill.
- c) 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 confirmation is required.
- d) Sick pay allowance shall be an amount equal to the normal daily hours of the employee concerned multiplied by their basic hourly rate.
- e) Sick leave allowance shall not be paid for an illness that commences or an accident that occurs during an employee's vacation.

- f) Sick pay shall not apply to any day for which an employee receives compensation under the Short Term Disability Plan contained in Article 20 nor will it apply to any day for which an employee received compensation under the Workplace Safety and Insurance Act of the Province of Ontario.
- g) Eligibility for Sick Leave Allowance shall be reinstated for an employee who has received such allowance following the employee's return to active work with the Company, for a period of sixty (60) days or more. However, should an employee be stricken with an illness prior to completing sixty (60) days, the Company will assess each situation on its own merits. Such assessments shall be done in good faith.

Article 22 – Part-Time Employees

- 22.01 The Company agrees to provide working conditions and other entitlements for part-time employees.
- 22.02 All employees regularly scheduled and working less than twenty-four (24) hours per week will be considered part-time employees. The Articles 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, 17, 18, 22, 23.02, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35.03, 36, and 37.
- 22.03 Part-time employees who are called in to work on any given day shall receive not less than four (4) hours pay.
- 22.04 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).

- 22.05 In order to qualify for holiday pay, a 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 their full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned.
- 22.06 An eligible 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 their 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 their 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 their regular straight time hourly rate of pay and in addition shall receive holiday pay calculated in accordance with Article 22.03.
- 22.07 An employee shall qualify for a day off with pay in lieu of a holiday in the same manner as set forth in Article 22.03.
- 22.08 Part-time employees will receive the same percentages for vacation pay as full-time employees based on length of Company service.

- 22.09 Overtime Authorized work performed by a 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.

Article 23 – Banquet Employees

23.01 *Banquet Servers*

1. Full-Time: A maximum of eight (8) full-time Banquet Servers shall have scheduling priority over part-time and casual Banquet Servers.
2. Part-Time: Part-time Banquet Servers shall be booked or assigned on a seniority basis and shall have scheduling priority over casual Banquet Servers.
3. Casual: Casual 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 their availability at the time of being called will be passed over.

- 23.02 Any increase in the number of full-time Banquet Servers must be negotiated with the Union.

- 23.03 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).

- 23.04 Wages
See Article 18.03.

- 23.05 *Hours of Work and Overtime*
When scheduled, 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 Ontario*.
- 23.06 *General*
Banquet Servers shall serve food and beverage at banquet functions with a view to provide superior customer service. Servers shall be responsible for all aspects of service, set-up and breakdown associated with banquets.
- 23.07 Full-time Banquet Servers shall have seniority recognized as it relates to station assignment. Management reserves the right to request alternate station assignments based on the importance of the function.
- 23.08 Scheduling for full-time Banquet Servers shall be done by posting all breakfasts, lunches, receptions and dinners on a weekly basis. Employees will be scheduled on a rotation basis starting where the scheduling stopped or ended for a specific function. The following day scheduling will continue with the next name on the list.
- 23.09 Work performed by a Server in another Banquet Department classification shall be paid at the rate of such classification to the nearest quarter hour.
- 23.10 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 scheduling.

- 23.11 A part-time or casual 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.
- 23.12 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. Servers who serve the function will clear to a maximum of seventy (70) covers. When scheduled, and to the extent possible, such duties will be performed by casual Banquet Servers.
- 23.13 Management of the hotel shall not perform the duties of Banquet Department bargaining unit employees, except in the 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.
- 23.14 *Gratuities*
Eighty percent (80%) of the gratuity related to food revenue shall be distributed to bargaining unit employees who serve food and a gratuity equal to ten percent (10%) of the revenue related to the sale of liquor or beer shall be distributed to the bargaining unit employees serving "host bars".
Banquet Department employees serving a banquet "cash bar" shall share in equal portions a gratuity equal to thirty cents (\$.30) per liquor, beer, wine or minerals ticket sold, effective date of ratification of this Agreement, and thirty-five cents (\$.35) per liquor, beer, wine or minerals ticket sold, effective 1 January 2000. Banquet Department employees serving coffee breaks shall receive the related gratuity. The remainder of gratuities will be at the disposal of the Company.

23.15 *Payment of Gratuities*

- a) Part-Time and Casual: Part-time and casual employees will each be paid an average of gratuities available for each meal period worked.
- b) Full-Time: **All** remaining gratuities, as outlined above, shall be given to all full-time Banquet Servers. The gratuities shall be pooled, the number of functions shall be added together and divided into the pooled amount. Gratuities will be distributed on the basis of the number of functions each full-time employee worked during the pay period.

23.16 *Verification*

Checks or relevant documents showing the total amount of gratuity collected will be available for inspection by the Union. Gratuities distributed that are not subsequently collected from the guest are subject to recovery by the Company from the gratuities of subsequent banquets worked by employees concerned. The Union shall be notified of such non-payment by the guest. The Hotel shall recognize two **(2)** representatives of the Banquet Department and the Union Representative to verify gratuity distribution, in co-operation with the Management of the Banquet Department. These representatives, upon twenty-four **(24)** hours notice will be given access to any and all relevant information. The Union will notify the Hotel as to the names of these representatives.

23.17 *Meals*

Banquet Servers shall be allowed one **(1)** meal for each four **(4)** hours worked. Pursuant to the requirements of Revenue Canada, employees receiving meals shall be assessed a taxable benefit.

23.18 Casual Banquet Employees

The employment of the casual Banquet Servers shall be governed by the Employment Standards **Act** of Ontario.

23.19 Banquet Porters

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

Article 24 – Hours of Work and 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 Article 23, 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**, and on the sixth (6th) or seventh (7th) consecutive day worked, shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.

It is agreed by the parties that if an employee requests a change in their scheduled days off or requests to work on their scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6th) or seventh (7th) day, the Hotel shall not be required to pay overtime rates to honour this request.

24.06 Employees shall be entitled to one (1) ten (10) minute 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 Article 23 hereof) as to working schedules.

Article 25 – Shift Premium

25.01 *Shift Premium* A shift premium of fifty cents (\$.50) shall be paid for all work performed on shifts in which at

least half of the hours worked are between the hours of 11pm and 6 am.

- 25.02 The Company will, at its discretion, provide any employee who is required to overstay their regular finishing time and ends work between the hours of 1:30am and 6am, 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 their 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 their rate reduced.

Article 27 – Bereavement Leave

- 27.01 In the event of the death of an employee's spouse, partner, child, parent, 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) days 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 provide meals to employees in Food and Beverage Preparation, Production and Service during the term of this Agreement, pursuant to the terms of this Agreement. Pursuant to the requirements of Revenue Canada, employees receiving meals shall be assessed a taxable benefit.
- 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 Room Attendants' 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 Food and Beverage outlets, it is suggested to the person making the reservation that a suggested gratuity of fifteen

percent (15%) will be added to the pre-tax total. 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 a fifteen percent (15%) gratuity to food and beverage vouchers.
- 28.06 An employee providing their own knives shall be reimbursed up to a maximum of fifty dollars (\$50.00) per year for the replacement of said knives upon approval by management.
- 28.07 The Company agrees to provide an allowance for employees who are required to wear steel toe safety shoes (Kitchen, Stewarding, Maintenance, Laundry, Receiving). These employees are required to wear their safety shoes while at work. The Company will reimburse these employees to a maximum of seventy-five dollars (\$75) once every two (2) years upon ratification. Payment will be made to the employees upon submission of the original receipt.

Should damages be incurred due to the use of chemicals prior to the end of the two (2) years, the damaged shoes shall be brought to the attention of the Health and Safety Committee, where upon their recommendation, a request for new shoes may be required.

- 28.08 Subject to the Agreement of individual tour operators, tour bag gratuities **shall** be paid at the rate of **one** dollar and eighty cents (\$1.80) per bag in and one dollar and eighty cent (\$1.80) per bag out.

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 they would otherwise have received (not in excess of eight (8) hours per day or forty **(40)** hours per week) for the actual time they are necessarily required to be absent from work.

Article 30 – Federal and 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 provisions **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 and 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.
- 32.04 *Health and Well Being*
The parties, having mutual concern for the health and well being of employees, agree to conduct discussions during the life of the Collective Agreement in regards to the possibility of setting up a wellness and modified work program to act as a supplement to the statutory programs available. The parties agree to meet in this regard within ninety (90) days of the ratification of this new Agreement, or at a time mutually agreed upon.

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 permanently close 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 their house seniority while being required to accumulate departmental seniority in their 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 11.05(c) **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 twenty-six (26) weeks may be extended by the Company. Employees who are not recalled shall receive severance in accordance with ESA RSO 1990.
- iv) elect to accept severance pay which shall be based upon one (1) weeks 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.
- (9) Notwithstanding the Company will not exercise the provisions of this Article to subcontract work presently within the bargaining unit for eighteen (18) 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 ten percent (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 two hundred and fifty dollars (**\$250.00**) per course will be covered by the Company.
- 35.03** *Life-Long Learning Fund*
The Company agrees to contribute one cent (**\$.01**) per hour per hour worked per employee, into the **HERE Local 75** Life Long Learning Fund.

Article 36 – Termination

- 36.01** The Agreement shall continue in effect until **31 December 2001** 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 not 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, an 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, **RSO 1970** as amended.

Article 37 – Family Care and Compassion Fund

- 37.01 The Company agrees to donate one cent (\$.01) per each hour worked for each Union member employed by the Hotel, for the Toronto Colony Hotel Family Care and Compassion Fund. The employees will match the contribution of the Hotel, by each donating one cent (\$.01) per hour worked to the Toronto Colony Hotel Family Care and Compassion Fund. This fund is to be used exclusively for issues pertaining to the employees of the Toronto Colony Hotel and their families.
- 37.02 Administrative issues in regards to the fund:
- a) A committee of six (6) members, three (3) representing the employees, including either a Union Representative or Union Official, and three (3) representing the Hotel, will meet within ninety (90) days of ratification to discuss terms of reference for the fund.
 - b) No contributions or deductions will be made until the terms of reference have been established. Moreover, once the contributions and deductions begin, they will not be made retroactively.
 - c) A separate bank account is to be established for all deductions/donations from the employees and all contributions from the Hotel. If at any time the reserve in the Family Care and Compassion Fund exceeds twenty-five thousand dollars (\$25,000), the members of the administration shall meet to determine the future of the Fund.

LETTER OF UNDERSTANDING

BETWEEN:

The Toronto Colony Hotel

AND

Hotel Employees Restaurant Employees Union,
Local 75

RE: Classifications

I Valet Parking

Employees may be requested to valet park guest vehicles and may accept to do so on a demand basis, which may or may not result in a voluntary gratuity.

The Hotel holds harmless the employee for damages caused unless caused through gross negligence or willful misconduct.

It is understood that employees providing valet service will be required to have and maintain a valid motor vehicle license and may be asked to provide a current driver's abstract, for which the Company will pay.

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, as outlined in Article 18.03.
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:

LETTER OF UNDERSTANDING

BETWEEN: The Toronto Colony Hotel

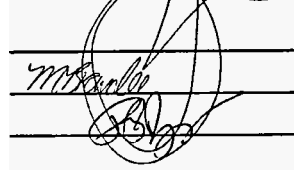
AND Hotel Employees Restaurant Employees Union, Local 75

RE: Union Management Committee

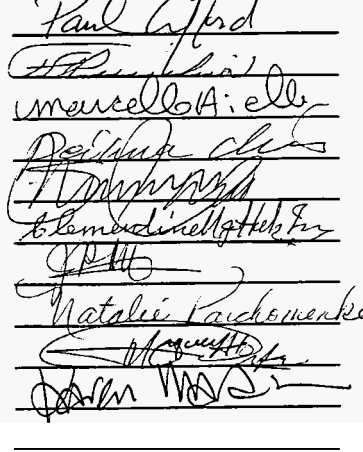
The parties agree to the establishment of a Joint Union Management Committee to meet on a quarterly basis or as needed. The Committee is to be made up of the Business Representative, Shop Stewards, General Manager, Director of Operations, and Director of Human Resources. The mandate of the Committee is to discuss and whenever possible resolve issues of common interest

Signed and dated this 12 day of May 1999.

For Toronto Colony Hotel:



For Hotel Employees Restaurant Employees Union, Local 75:



LETTER OF UNDERSTANDING

BETWEEN:

The Toronto Colony Hotel

AND

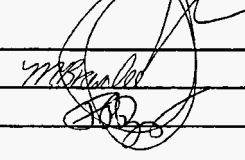
Hotel Employees Restaurant Employees Union, Local 75

RE: Religious Holidays


The Company agrees to consider employee requests for time off without pay on a bona fide Religious Holidays not covered in the Collective Agreement with two (2) weeks notice to be given for all requests. In determining whether to grant such a request, the Company will take into consideration the staffing levels required based on business needs, and additional costs which may be incurred by granting such requests.

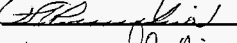
Signed and dated this 12. day of May 1999.

For Toronto Colony Hotel:



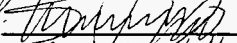
For Hotel Employees Restaurant Employees Union, Local 75:



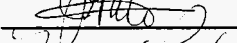


Merrill A. Cole

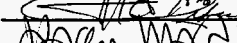
Debra J. Cole



Clementine M. H. H. H.



Wataki N. N. N. N.



J. M. M. M.

LETTER OF UNDERSTANDING

BETWEEN:

The Toronto Colony Hotel

AND

Hotel Employees Restaurant Employees Union, Local 75

RE: The Millenium

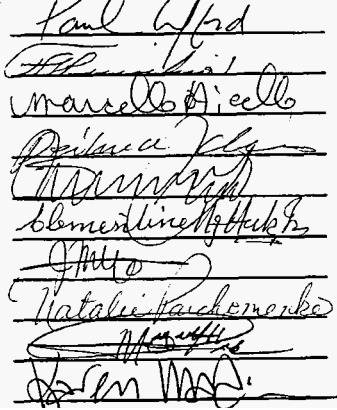
Triple time will be paid for all hours worked between 3pm on 31 December 1999 and 3pm on 1 January 2000.

Signed and dated this 12 day of May 1999.

For Toronto Colony Hotel:



For Hotel Employees Restaurant Employees Union, Local 75:



LETTER OF UNDERSTANDING

BETWEEN:

The Toronto Colony Hotel

AND

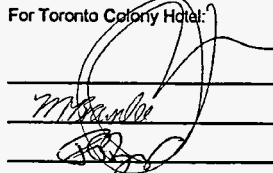
Hotel Employees Restaurant Employees Union, Local 75

RE: Past Practice

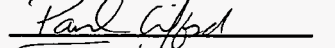
This Collective Agreement represents the full and entire agreement between the parties. The parties recognize that there may be certain practices with economic implications not specifically outlined in the agreement that are associated with the operation of the Hotel and should there be a change to these practices the change will be subject to discussion at a Joint Union Management Committee Meeting.

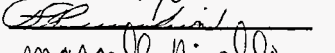
Signed and dated this 12 day of May 1999.

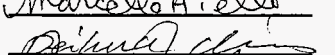
For Toronto Colony Hotel:

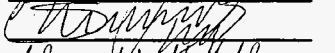


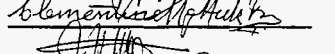
For Hotel Employees Restaurant
Employees Union, Local 75:

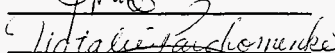


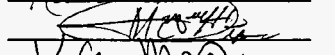












LETTER OF UNDERSTANDING

BETWEEN: The Toronto Colony Hotel

AND Hotel Employees Restaurant Employees Union, Local 75

RE: Night Cleaner Services

It is agreed by the parties that upon the natural expiration of the existing contract provided by the 'Night Cleaner', that the parties may discuss the possible option of returning the comprehensive duties of 'Night Cleaner' to the bargaining unit

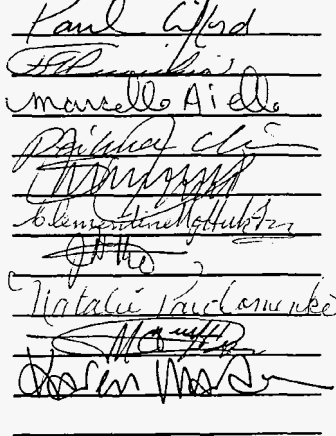
It is understood that the final decision rests with the Company as there are potentially several associated costs connected to a decision of this type; including but not limited to: severance or payments associated with contracting-in, legal, equipment acquisition, supplies, training and additional supervision.

Signed and dated this 12 day of May 1999.

For Toronto Colony Hotel:



For Hotel Employees Restaurant Employees Union, Local 75:



LETTER OF UNDERSTANDING

BETWEEN:

The Toronto Colony Hotel

AND

Hotel Employees Restaurant Employees Union, Local 75

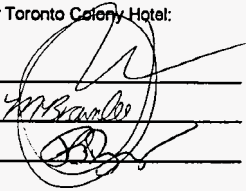
RE: Short Term Shift Vacancies

Notwithstanding Article 11.06 of the Collective Agreement, it is agreed by the parties that should scheduling of short term vacancies become a serious concern, for either party, the issue will be discussed in the Joint Union Management Committee Meeting. Short term vacancies shall be defined as a period of time that is less than four consecutive weeks in duration.

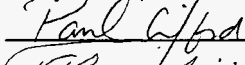
However, it is also understood that this Letter of Understanding is not inclusive of gratuity positions, of which all vacancies are viewed as having economic ramifications, and, therefore, the current practice shall continue.

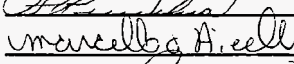
Signed and dated this 12 day of May 1999.

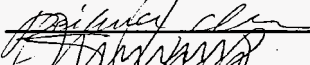
For Toronto Colony Hotel:

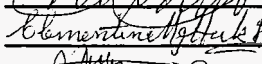


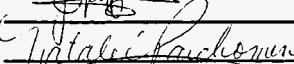
For Hotel Employees Restaurant
Employees Union, Local 75:

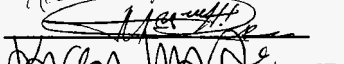


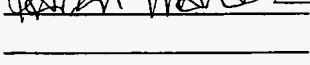












LETTER OF UNDERSTANDING

BETWEEN: The Toronto Colony Hotel

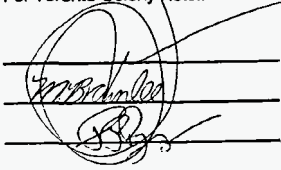
AND Hotel Employees Restaurant Employees Union, Local 75

RE: Benefits for Full-Time and Part-Time Employees

The parties agree to undertake discussions during the new contract to explore the operational, administrative and financial impacts of possibly changing insurance carriers for the above mentioned employees. The discussions may include both topics specific to full time and specific to part time employees, who may or may not be covered in any plan. While the intent is to uncover all aspects of such a potential change, it is understood by both parties that such a change will not occur without mutual consent.

Signed and dated this 12 day of May 1999.

For Toronto Colony Hotel:



For Hotel Employees Restaurant Employees Union, Local 75:

