

(50) 6447 0

SEP 17 1998

DECEMBER 1, 1995 - NOVEMBER 30, 1998.

(Hereinafter referred to as the Union)

THE HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION, LOCAL 75, of the HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES INTERNATIONAL UNION

AND:

(Hereinafter referred to as the Employer)

SHERATON TORONTO EAST HOTEL AND TOWERS

BETWEEN:

COLLECTIVE AGREEMENT

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5. *The parties further agree that this Agreement constitutes a full and final settlement of all differences between the parties with respect to the negotiations of this Collective Agreement.*

DATED AT TORONTO, ONTARIO, THIS 15TH DAY OF APRIL 1996 .

FOR THE EMPLOYER

*Thomas Wahl
Colleen Welter-Gave y
Bill Avgerinos*

FOR THE UNION

*Frank Curiel
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GENERAL INFORMATION

UNION HEADQUARTERS..... (416) 467-0140

This is your Union. Please feel **free** to drop by **Local 75's** headquarters which is located at **250 Ferrand Drive, Suite 604, Canada Wire Building, Don Mills, Ontario, M3C 3J4.**

The Hotel Workers Union, Local **75**, has been serving our members and meeting their needs.

Besides negotiating and enforcing your contracts, Local **75** also provides the following **services** to our members.

NEW MEMBERS

Learn how your Union works . . . and about all the potential benefits we have for you.

CONTRACT INTERPRETATION

.1

Whenever you have a question about your work, our Union is organized so one of your **fellow** workers - the shop steward - can quickly help you. Most shop stewards are thoroughly familiar with our contract.

If you still need help, please feel **free** to contact your Local **75** business agent at your **Union** headquarters.

UNION DUES

Union dues are set by the membership.

WITHDRAWAL AND TRAVELLING CARDS

If you are promoted out of the bargaining unit, leave the industry, retire or move to another location **which** falls under the jurisdiction of another hotel workers local, you should contact the **Local 75** dues office to secure an honourable Withdrawal or Travelling Card. These cards are only issued to members current in Union dues.

A withdrawal card will enable you to **re-enter** the Hotel Workers Union without paying dues or another initiation fee if you have left the industry for any length of time.

Whereas the Union has established to the satisfaction of the employer that the majority of employees of the employer in the unit hereinafter specified have become members of the **Union**, and **that** it is therefore entitled to represent the employees, in the hereinafter described or specified unit as the **collective** bargaining agent.

Article 1 - Purpose

- 1.1 The general purpose of the agreement is to establish mutually satisfactory relations between the employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

Article 2 - Scope

- 2.1 All employees of the respondent at **2035** Kennedy Road, Scarborough, Ontario, save and except supervisors, persons above **the** rank of supervisor, sales and office staff, front desk, security, banquet captains persons regularly employed for not more than **twenty-four (24)** hours per week and students employed during **the** school vacation period.
- 2.2 For **purposes** of **defining** the status of full-time and part-time employees, the time period for **defining** the term "regularly employed" shall be based on the hours worked in six **(6)** of ten **(10)** consecutive weeks.

Article 3 - Recognition

- 3.1 The employer **acknowledges** that the employees in the unit described above have selected the Union as their sole and exclusive bargaining agent, and **recognizes** the Union as such for all employees in the said unit.

Article 4 - Relationship

- 4.1 (a) The employer **and** the Union agree that there will be no discrimination, interference, restraint exercised or practised by either of them or their representatives or members because of an employee's Union activity or **non-**activity.
- (b) **The company and the Union agree that there shall be no discrimination 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.**
- (c) The Union undertakes that no Union activity shall be carried on in the **premises** except as otherwise provided herein.
- (d) Properly **authorized** representatives of the Union shall be permitted to enter the premises at all reasonable times for the purpose of interviewing employees and investigating working conditions that may affect the members. Notice upon entering shall be given to **a representative of management**. It is understood that such representatives **will** in no way interfere with the duties of an employee or

unreasonably disturb them in the performance of their duties, bearing in mind that Union representatives have regular duties to perform on behalf of all parties to this collective agreement.

Article 5 - Union Security

- 5.1 The parties hereto agree to compulsory check-off for **all** employees who come within the scope **to** which this agreement applies. All deductions shall be collected from the employee's first pay in each month.
- 5.2 The employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed **authorization** by an employee, on the first pay period of the month. Such **authorization** to be completed and signed by the employees on commencement of employment. All employees coming into the bargaining unit shall complete and sign the Union application card. The cards will be supplied to the employer by the Union, **1st** and **2nd** copies to be forwarded to the Union office on commencement of employment, **3rd** copy forwarded on termination of employment with reason for termination.
- 5.3 All sums deducted, together with the record of those from whom deductions have been made and **the** amount shall be forwarded to the Treasurer of the Local Union along with the employee's Social Insurance Number, prior to the **30th** day of the month **of the** deductions. All deductions that are made from employee wages for Union dues that **are** received after the **30th** of the month of deductions shall be charged **4%** interest.
- 5.4 All new employees in positions under the scope of the Union shall, as a condition of employment, become and remain members of the Union. The Union agrees to accept into membership all such new employees.
- 5.5 Any new employee who is required to be a member of the Union and who refuses to become a member of the Union in his first pay period, shall be discharged by the employer upon receipt of an official notice in writing from the Union to **the** employer.
- 5.6 The employer and Union agree that no officers of the employer or employees may enter into any contract inconsistent with this agreement. Any amendment or changes as outlined in this agreement during its term shall be incorporated only by mutual consent. It is agreed by the employer and the Union that this paragraph also covers working conditions, so long as it does not prevent the employer **from** maintaining an adequate and qualified work force, or infringe on the Management Rights' clause as spelled out in **this** agreement.
- 5.7 It is understood that the amount of dues is determined by the **Local** Union, or by Union International Convention and can be changed by the Local Union or by Union International Convention at any time to comply with such Local or Convention decision regarding same and this **authorized** checkoff will hold harmless both the employer and the Local Union if so directed.

This provision will be applied subject to sixty **(60)** days' notice in writing from the Union to the hotel.

- 5.8 The Union shall notify in writing, with a copy to the employee any individual who has been suspended expelled, or declared to be not in good standing. The employer **will** discharge said employee automatically seven **(7)** days after receipt of the Union notice, unless:
- (a) the employee's status becomes acceptable to the Union during this period; or
 - (b) the employee makes claim in writing to the employer that the Union's action is unjust and that he requests the matter to be taken up through the grievance procedure of this agreement.
- 5.9 The employer will administer its employee rating plan to promote the development of employees and not in any way as a means to undermine **the** collective bargaining position of the Union.
- 5.10 Nothing in this agreement or in the general body of the contract shall be construed-as limited to any degree the right of the employer to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the **scales**; such wages shall be considered to be completely apart from the contract and shall be regarded as premium rates for special skill or ability; such special rates shall not become the basis for a general increase in the scale in the classifications concerned.

Article 6 - Management Rights

- 6.1 The Union acknowledges the exclusive function of the employer generally to manage the enterprise in which it is engaged and particularly to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, transfer, promote, demote, retire, and to discipline, suspend or discharge for just cause, employees who have completed their probationary period and attained seniority, and to increase and decrease the work force in a manner consistent with **the** terms of this agreement. For purposes of this clause in the collective agreement, it is further understood and agreed that the termination or release of an employee during his probationary period is deemed to be a termination or release for just cause.
 - (c) The right to determine the direction of **the** working force, the schedules of work, methods, in order to perform any **service** that may be necessary to manage the enterprise and its business.

- (d) It is agreed that the employer may at its discretion issue and enforce from time to time reasonable rules and regulations in order to assure the safe and successful operation of its business. Breaches of such rules and regulations by an employee may be cause for disciplinary action.
- (e) limit, suspend or cease operations, sub-contract or make necessary arrangements due to a change in the employer's policies.
- (f) it is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this agreement and it is understood that a claim by an employee or employees that the employer has so exercised these rights shall be a proper subject matter for a grievance.

Article 7 - No Strikes or Lock Outs

- 7.1 (a) The employer agrees that during the life of the agreement it will not cause or direct any lock outs of its employees, and the Union agrees that during the life of the agreement there will be no strikes or other collective action of employees covered by this agreement, which will stop or interfere with production or services.
- (b) The words "strike" and "lock out" in this agreement shall mean "strike" or "lock out" as defined in the Ontario Labour Relations Act.
- (c) If an illegal strike occurs the Union will instruct its members to carry out the provisions of this agreement and to return to work and perform their duties in the usual manner.
- (d) Neither the hotel nor the Union nor employees shall engage in any actions at the employer's premises in support of or **sympathy** with a dispute with another employer.

Article 8 - Negotiating Committee

- 8.1 The employer acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than six employees, who shall be presently employed in the establishment, and full time Business Representatives of the Local Union, and will **recognize** and deal with the said committee with respect to any matter which properly arises from time to time during the term of this agreement, and the said committee will co-operate with the employer in the administration of the agreement.
- 8.2 Any amendments to this agreement during its **current** term shall only be incorporated by mutual consent of the Union and the Management Committees.

8.3 It is clearly understood that the negotiating committee is a separate entity and will deal with such matters as are properly the subject of negotiations, including proposals for the renewal or modifications of this agreement at the proper time as provided for herein. **In** accordance with this understanding the employer will compensate members of the negotiating Committee for **all** loss of wages at their regular hourly rate of pay. This does not apply to gratuities.

Article 9 - Shop Stewards

9.1 The employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards not to exceed nine **(9)**, one **(1)** of which would be the chief shop steward for the hotel to assist employees in presenting their grievances to the representatives of the employer. The number of such stewards and the department within which each one is to function is determined by the schedule attached hereto, but at no time will the number of shop stewards for the food and beverage department exceed four.

Housekeeping Department
Service Department
Kitchen Department
Food and Beverage Departments
Maintenance Department
Banquet Department

9.2 (a) The Union will inform the employer in writing of the identity of the stewards **and** the employer shall not be obliged to **recognize** such personnel until it has been so informed.

(b) The employer agrees to notify an employee in writing, confirming, that the employee has successfully completed his probationary period. A copy of said written notification will be provided to the chief steward.

9.3 No steward or Union committee member employed by the employer may leave his regular duties without the permission of his supervisor. Upon his return to his-regular duties **after** having secured such prior permission, he shall give any explanation reasonably required by his supervisor to explain the duration of his absence.

9.4 Where a shop steward or Union committee member is temporarily absent **with permission** for the purpose of handling grievances, he shall receive his regular straight time rate of pay during such period of absence, provided that the employer shall not be obliged to make any payment for time spent by a steward or committee member outside his **regular** working hours.

9.5 Union stewards appointed in accordance with the provisions of the collective **agreement** and having at least one **(1)** year seniority shall not be sent home or laid off because of lack of work so long as they are capable and having the skill and ability to **perform** any work available in their respective departments.

9.6 It is understood there will only be one shop steward per department as outlined in Schedule "D".

9.7 Qualifications of Stewards:

It is mutually agreed that employees shall not be eligible to serve as stewards or members of the Union committee established under this agreement until after they have become permanent employees, and have completed one (1) year full time service.

9.8 The Union acknowledges that stewards and members of committees have regular duties to perform on behalf of the employer, and that such persons will not leave their regular duties, without obtaining permission of their department head, and will give any reasonable explanation which may be requested with respect to their absence. In accordance with this understanding, stewards will be compensated for time spent in the handling of grievance in accordance with the grievance procedure hereinafter set out, at their regular rate of pay. This provision shall not apply to time spent outside the employee's regular working hours.

Article 10 - Grievance Procedure

10.1 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted within **seven (7)** days of incident and it is generally understood that an employee has no grievance until **he/she** has first given his department head an opportunity of adjusting his/her **complaint**.

10.2 If an employee has any complaint or questions which he/she wishes to discuss with the employer **he/she** shall take the matter up with his/her department head within seven **(7)** days of the event giving rise to the grievance and **he/she** shall be accompanied by his/her department steward if **he/she** requests such assistance.

10.3 If such complaint or question is not settled to the satisfaction of the employee concerned within twenty-four **(24)** hours or within any longer period which may be mutually agreed at the time, then the following steps of the Grievance Procedure may be invoked in order.

Step No. 1

The department steward shall state the grievance of the employee, or employees, in writing, and shall deliver a copy to the immediate department head of the employee concerned within three **(3)** days of the time prescribed for the verbal reply under Article **10.03**. After such discussion as is necessary, the department head shall state his/her decision or his/her refusal to make a decision in writing with appropriate reasons, and deliver a copy to the department steward within twenty-four **(24)** hours, or a time mutually agreed upon.

Step No. 2

- (a) The department steward shall then take up the grievance at a meeting with Union representatives, and those representatives after appropriate discussion, may take up the matter at a meeting between the Union representatives and the Personnel Manager. The business representative of the **Local** may be present if his/her presence is requested by either party. This shall be done within five **(5)** days of the reply of the department head at Step 1.
 - (b) If the grievance is not settled within forty-eight **(48)** hours, or within any longer period which may be mutually agreed upon at the time, after the Union representatives have met with the Personnel Manager, the party **filing** the grievance must proceed to arbitration within thirty **(30)** days **from** the completion of step 2.
- 10.4 The hotel acknowledges the right of a group of employees to commence a group grievance in accordance with Step 1 of the grievance procedure, however, any such grievance shall be filed within seven **(7)** days of the event giving rise to the grievance.

Article 11 - Management Grievances

- 11.1 It is understood that the management may bring forward to any meeting held with the Union representative any complaint with respect to the conduct of the Union, its officers, representatives, or stewards; and that if such complaint by management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee.

Article 12 - Policy Grievance

- 12.1 If a group of employees have a complaint or grievance, but fail to take up the complaint or grievance or exercise the general grievance procedure, the employer acknowledges the Union's right to make representation on their behalf, within a thirty **(30)** day period of such incident.
- 12.2 If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be **referred** to arbitration in the same way as the steps of the grievance procedure **of** an employee.
- 12.3 All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.

Article 13 - Discharge Cases

- 13.1 The Union acknowledges that probationary employees may be dismissed for reasons less serious than would justify the dismissal of an employee on the seniority list, and will not question the dismissal of any employee within fifty (50) working days worked from the date on which he first commenced work for the employer.
- 13.2 A claim by a permanent employee that he/she has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Personnel Manager of the hotel within five (5) days after the employee ceases to work for the employer. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.
- 13.3 Such special grievances may be settled by confirming the management's action in dismissing the permanent employee, or by reinstating the employee or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 13.4 When an employee has been dismissed or if dismissal and resignation have been discussed, the employer will inform the employee of his right to interview a shop steward for a reasonable period of time before leaving the premises.

Article 14 - Arbitration of Grievances

- 14.1 When either party requests that a grievance be submitted to **arbitration** they shall make such request in writing addressed to the other party in this agreement, and at the same time nominate an arbitrator. Within five (5) days thereafter, the other party shall nominate **an** arbitrator. The two arbitrators so nominated shall attempt to select by agreement a Chairman of an Arbitration Board. If they are unable to agree upon such Chairman they may then request the Ministry of Labour for the Province of Ontario to assist them in selecting an impartial Chairman, within a thirty (30) day period.
- 14.2 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 14.3 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the **parties** will jointly bear the expenses of the Chairman of the Arbitration Board, if **any**.
- 14.4 The Arbitration Board shall not be **authorized** to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part of this agreement.
- 14.5 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 14.6 At any stage of the grievance procedure including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses,

and all reasonable arrangements **will** be made to permit the conferring parties to **fully** investigate **all** the circumstances.

14.7 All days referred to through Article 10 to 14 are to be construed as calendar days.

Article 15 - Seniority

15.1 **Seniority General**

(a) An employee will be considered on probation and will not be placed on a seniority list until after he has completed a total of fifty (50) working days worked.

~~(b) Seniority lists shall be posted every six (six) months.~~

(c) Seniority lists based upon the date on which employees commenced to work in the hotel, **shall** be established for each department and will be supplied to the Union. When by reason of physical, or mental infirmity or other disability, **an** employee is incapable of performing or **fulfilling** the essential duties or requirements of his occupation, he may be removed from the seniority list of **such** occupational classification.

15.2 **Transfers**

(a) Should an employee request to work in a temporary position other than that to which he is permanently assigned for the purposes of personal development, or to receive extra hours, he shall receive the rate of pay of that position to which he is assigned at the straight time rate provided such request does not result in the reduction of another employee's hours and provided the employee is not granted extra hours at a time when another employee is on lay off with respect to work in that position.

(b) When an employee is transferred to another department in the bargaining unit, he or she shall retain employer seniority, however, unless the transfer is of a temporary nature for the probationary period or less, he or she must start accumulating seniority in that new department, When the transfers are for less than the probationary period and the employee is returned to the original department within that period of time, the seniority for the department will continue during the employee's absence.

(c) **In** the event an employee is assigned to a job **other than** that to which he is permanently assigned for a minimum of one (1) hour or more, he shall receive his own rate or the rate of the job to which he is assigned whichever is higher, for all hours worked in the assigned position.

- (d) An employee cannot be transferred or assigned to a job outside of his/her classification or department unless by mutual agreement. The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., a plant breakdown, and/or service difficulties and emergency situations beyond the control of management.

15.3 Vacancies

- (a) In cases of promotions, demotions or upgrading of employees, skill, ability, merit and efficiency of the employees shall be the governing factor, and where all of the above are equal, departmental seniority will be the governing factor (see Article 15.1).

15.4 Layoffs

- (a) Where it is necessary to generally reduce the working force in a department, seniority will be the guiding factor so long as it does not prevent the employer **from** maintaining a working force of employees who are qualified and willing to do the work which is available.
- (b) When it becomes necessary to send home full time regular employees because work is not available, they shall be sent home in inverse order of seniority within the department. No such employee in any department shall be given less than eight **(8)** hours work on his/her regular scheduled days unless all employees junior to him in his department have **first** been sent home, so long as it does not prevent the employer from maintaining an adequate and qualified work force.
- (c) An employee who is subject to lay off from work within his department, shall have the right to displace an employee in a lower classification within the department on the basis of department wide seniority, providing the employee electing to do so is qualified to **perform** the work in such lower classification, and in the opinion of the company, the person is capable and willing to perform the work that is available.
- (d) Employees who are laid off will be retained on the employer's seniority list for a period of twenty-six **(26)** weeks after which time they may be struck **from** or be retained on the list with the consent of the parties to this agreement which shall not be unreasonably withheld.
- (e) It shall be the duty of the employee or laid off person to notify the employer's personnel office promptly, in writing, of any change in his/her address or telephone number; if an employee or laid off person shall fail to do this, the employer shall not be responsible for the failure of the notice to reach him/her and any notice which appears on the employer's personnel records shall be conclusively deemed to have been received by the employee or laid off person on the third day after it was so sent.

15.5 Recalls

- (a) When recalling employees to work **after** a lay off, they shall be recalled in inverse order to that in which they are laid off, provided it does not prevent the employer from maintaining an adequate and qualified work force.
- (b) Unless an employee signifies his/her intention to return to work within five **(5)** days after being recalled, his/her name shall be passed over and, unless within ten **(10)** days after being recalled he/she reports to work, or gives a legitimate reason for being unable to do so, **he/she shall** be struck off the seniority list, and or terminated. Notwithstanding the provisions of Article **15.07**, Union stewards appointed in accordance with the provisions of the **collective** agreement and having at least one **(1)** year's seniority shall not be sent home or laid off because of a lack of work so long as they are capable and have the skill and ability to perform any work available in their respective departments.

15.6 Scheduling

- (a) Full time staff will be given first opportunity to pick up shifts by seniority before scheduling part timers while calling in casuals, provided the full time employee notifies his manager of his availability to work extra hours, no less than two days before the schedule is initially posted and the scheduling of such extra hours does not result in the payment of any premium or overtime. Any such requests or granting of extra hours shall be subject to any regularly schedule part time hours.
- (b) All new bargaining unit positions will first be considered in house with **respect** to Union employees on the seniority list, before recruiting outside.

Article 16 - Leave of Absence

- 16.1** Leaves of absence without pay and **benefits** provided shall be in writing and granted at the employer's discretion. Any person who is absent with written permission shall not be considered laid off, and his seniority shall continue to accumulate. An employee who works for another employer while on a leave of absence as herein provided **shall** be deemed to have terminated his/her employment provided that such proof of employment **can** be produced by the employer.
- 16.2** Any employee elected or appointed to a full time executive position within the Union will be granted a leave of absence without pay and benefits as herein provided for a period of one **(1)** year.
- 16.3** Requests for leave of absence must be made in writing to the department head as early as possible, but not later than three **(3)** weeks prior to the desired date of commencement of such leave. The request must state, date of commencement, duration of leave of absence, date of return and reason for requesting the leave.

- 16.4 The employer will reply in writing to the employee within seven (7) days **after** receipt of the request for leave of absence, confirming employee's date of return.
- 16.5 Employees serving as jurors will receive full pay when absent from work on jury duty. The employees will present proof of service and will **turn** over to the employer the payment excluding travelling, meals and other expenses they received for said jury services.

16.6 Parental Leave:

Employees of the employer shall be granted parental leave in accordance with the provisions of the Employment Standards Act of Ontario.

Article 17 - Safety and Health

- 17.1 The employer and the union agree that they **will** mutually cooperate and maintain reasonable standards of safety and health in order to prevent injury and illness.
- 17.2 ~~The Union has the responsibility of selecting a maximum of four (4) representatives from within the bargaining unit who shall represent the bargaining unit employees on the health and safety committee.~~
- 17.3 Any employee who is required by law to submit to a medical examination, shall **not be** compensated for any loss of income by the employer. An employee who is required by the employer and not by any law to submit to a medical **examination** during working hours shall be paid at **his/her** straight time hourly rate for a reasonable amount of **time** spent in attending to such examination.
- 17.4 ~~If any employee upon being so examined is found not to fulfil the medical requirements for his/her position, such employee will be allowed at their own cost, to consult a physician of their choice. If the reports of the two physicians conflict, a third physician will be selected by the two physicians. His/her employment may be terminated if the third physician confirms that the employee will be incapable of performing or fulfilling the essential duties of his/her job. Such termination may be the proper subject matter of a grievance within the meaning of this agreement and shall be arbitrable.~~
- 17.5 ~~Equipment is to be checked regularly by the health and safety committee.~~
- 17.6 ~~Copies of the *Occupational Health and Safety Act* are to be posted in every department in both official languages.~~
- 17.7 ~~The Union recognizes and supports the employer in providing employees with a modified work plan for the purposes of rehabilitation in the event of a work related injury or illness under the *Worker's Compensation Act*.~~

Article 18 - - Municipal, Provincial or Federal Law

18.1 It is understood that any changes in municipal, provincial or federal law which may void any individual portions of this agreement will be complied with, yet will not be construed to void the remainder of this agreement.

Article 19 - Bulletin Boards

19.1 The employer will provide bulletin boards at the employee's entrance of the hotel and in the employees' change rooms, for the convenience of the Union for posting notices of Union activity.

All such notices must be signed by the proper officer of the local union, and **submitted** to the General Manager or Personnel Manager for his/her approval before being **posted**.

Article 20 - Health & Welfare/Weekly Indemnity Plan

20.1 Health and Welfare payments to be made to the trust in effect currently between the parties on an hourly banking formula: effective December 1, 1995, sixty-three (.63) cents, maximum per hour worked; June 1, 1996, sixty-six (.66) cents, maximum per hour worked, December 1, 1996, seventy (.70) cents, maximum per hour worked, December 1, 1997, seventy-five (.75) cents, maximum per hour worked, in accordance with the following formula: the above stated amounts will be paid on behalf of those full-time regular employees who have completed their qualifying period of fifty (50) working days worked.

20.2 All health and welfare payments shall be calculated from the first (**1st**) day of each month to the last day of each month, and shall be remitted and received by the trust of the Health and Welfare Plan of Local **75**, prior to the fifteenth (**15th**) day of the following month.

20.3 The employer will be responsible for loss of benefits to any employee because of any employer's default action of payments.

20.4 The employer shall allow the properly **authorized** Trustee to review **payroll** records to ensure that the proper contributions are being made pursuant to Article **21.01** of this agreement.

20.5 In the event that the Trustee intends to review the employer's payroll records the Union **shall** first **serve** written notice on the employer giving the employer a reasonable period of advance notice.

Article 21 - Retirement

21.1 Normal retirement age for all employees will be age sixty-five (65) and employees shall retire from employment as of the end of the month in the month immediately following the month in which the employee reaches age sixty-five (65). It is understood and agreed that an employee may request an extension of employment beyond age sixty-five (65) provided such extension is made in writing not less than two (2) months prior to the scheduled retirement date. Any extensions granted will be for a one (1) year period only, on such terms and conditions as determined by the employer provided the employer's decision not to grant an extension is not arbitrary or in bad faith. In the event that the normal age of retirement as defined by any applicable federal or provincial statute is amended, the company agrees to amend the normal age of retirement accordingly.

Article 22 - Schedules

22.1 The parties hereto have mutually agreed upon the following schedules of working conditions, which are hereby annexed as Appendix "A" to and form part of this agreement:

(a) Schedule "A" - Hours of Work and Other Working Conditions

(b) Schedule "B" - Vacation Allowances

(c) Schedule "C" - Sick Leave Allowances

(d) Schedule "D" - Wage Rates and Ranges of Wage Rates, and Classifications and Departments

(e) Schedule "E" - Holiday Allowances

(f) Schedule "F" - Death Leave Allowances

(g) Schedule "G" - Banquet Department

Article 23 - Termination of Modifications

23.1 A three-year agreement to be effective from December 1, 1995, to November 30, 1998, and unless either party gives notice in writing to the other party that amendments are required, or that the party intends terminating the agreement, it shall continue in effect until the 30th day of November, 1998, and so on from year to year thereafter.

Notice that amendments are required or that either party intends to terminate the agreement may only be given in writing not less than sixty (60) days and no more than ninety (90) days prior to November 30, 1998.

If notice of amendment or termination is given the other Party agrees to meet for the purpose of negotiations within ten (10) days after the giving of such notice. If as a result of such negotiations the parties fail to negotiate a new agreement or modification of the present agreement then this agreement shall terminate on November 30, 1998.

It is understood that during any negotiations, following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

On completion of negotiations for a new contract, if an agreement is reached between the hotel and the union negotiating committee, a memorandum of full settlement shall be drawn up and signed by the parties covering all and every amendment to the contract before the agreement is presented by the union to the membership for ratification.

DULY SIGNED AND EXECUTED, THIS DAY OF APRIL 1996

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX "A"

Schedule A: Hours of Work and Working Conditions

A. The normal work week in 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. The employer will endeavour to arrange schedules to permit two (2) consecutive days off. The meal break shall be thirty (30) minutes to be taken on employee's own time at a time to be determined by the employer.

B. Employees shall receive one (1) fifteen (15) minute break without loss of pay for each half shift during all shifts of six (6) to eight (8) hours.

For shifts of four (4) to six (6) hours there shall be one (1) fifteen (15) minute break without loss of pay.

Employees shall have the option not to take the said breaks and it is understood and agreed that in recognition of said option said breaks are not deemed to be a standard within the meaning of the Employment Standards Act. It is further understood and agreed that any such election not to take said breaks shall not be construed as a waiver of any right within the meaning of the Employment Standards Act, nor shall such waiver be deemed to be a violation of Section 3 of said Act.

C. Departmental weekly work schedules shall be posted where deemed necessary, not less than four (4) days prior to the scheduled period. Where a schedule is revised with less than four (4) days notice, the employees concerned shall be advised personally or by telephone. If such personal contact occurs less than two (2) days before the scheduled period, the employee shall have the option of accepting or refusing the particular shift. The posting of schedules does not constitute any guarantee that work will be available. In the event of lost time due to the layoff within a department or group, 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.

D. **Hours of Work:** In the event of work shortage or decline in work load in any given department, the following will be placed on the bulletin board:

“Any employee in this department wishing to depart **from** his or her work prior to the normal **departure** period, should advise the department head immediately”.

E. Should a position become available and a replacement is required, the employer will post on a notice board, within the work area of the vacancy, the availability of this position for a period not less than three (3) working days. The selection will be in accordance with the seniority provision as outlined in the general body of this contract.

E. Uniforms or special style of clothing, and special equipment if required by the employer shall be furnished, laundered, cleaned and kept in repair by the employer at no cost to the employees, and the employer agrees to maintain adequate and clean facilities for the uniforms or special style of clothing. Employees may take their uniform home for cleaning, but the uniform must not be **worn** outside the hotel.

Overtime Regulations

Employees shall receive for hours of work in excess of forty (40) hours per week and eight (8) hours per day, overtime pay at the rate of time and one half their hourly rate for hours of work.

Waitresses and waiters shall complete service on a guest notwithstanding the fact that the employee has reached his or her quitting time, and such additional time shall be paid at the employee's regular rate for the first half hour, and time and one half his or her regular rate for all time after the first half hour.

Each employee must obtain from his or her department head **authorization** in writing in advance of his or her overtime work before overtime money will be paid.

The hotel may require cashiers in the Garden Cafe to work four (4) ten (10) hour shifts per week at straight time rates. In other cases, employees may work four (4) ten (10) hour shifts at straight time rates by mutual agreement of the hotel and the employees.

Other Working Conditions

- A. No allowance will be made for time on the time records prior to the regular starting time, without author&ion by a department head. Unless the department head's **authorization** is secured on each occasion, the additional time shown on the time card recorded at the commencement of a work period will be considered as time not worked.
- B. If an employee punches/signs out late, it will be assumed that the employee was delayed for personal reasons and that the time shown on the time card beyond the regular quitting time is the employee's personal time.
- C. Employees neglecting to punch/sign in and out at all required times throughout working hours may be subject to disciplinary action.
- D. Each employee shall punch/sign **only** his/her own time card.
- E. An employee who punches/signs a time card of another employee is subject to immediate dismissal.
- F. An employee who is required and scheduled to report for work and reports shall be given four (4) hours work or pay, unless they leave due to illness, discipline, or by their **own** request.
- G. The parties further **recognize** that by mutual agreement there may be exceptions to the four (4) hours guarantee provisions for certain classifications or groupings of employees.
- H. The union agrees that this provision will not apply in the event that a major plant breakdown occurs such as a flood, electrical, fires, etc., a breakdown beyond the control of management. The reporting for work allowance is as described above.

- I. Discipline and discharge notices issued to the employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the employer is aware of the event leading to these actions and has a reasonable period of time to investigate the matter. A copy shall be signed by a management representative and the employee will be required to sign such notices as acknowledgement of receipt of same. The signing of this notice is not an admission of guilt. A copy shall be sent to the union.

Employee warning notices may be taken from the employee's file after two (2) years, should the offence not be repeated during that period. Suspensions will remain Part of the employee's employment history.

- J. No employee shall be disciplined or discharged on his day off.

- K. At the same time that Income Tax T-4 slips are made available, the employer shall type on the slip the amount of union dues paid by each union member in the previous year.

- L. **All food outlets that use breakfast vouchers shall have said vouchers available in multiple languages with "gratuities not included in the price" printed on the said coupon so it is clear and visible.**

- M. **Complimentary Items:** Where any employee is directed by management to deliver a complimentary food and/or beverage item and/or flower arrangement to a guest room (excluding turndown service), **he/she** shall be paid as follows:

- effective June 1, 1996 - \$1.80
- effective December 1, 1996 - \$1.85
- effective December 1, 1997 - \$1.90

- N. **Authorized attendance at employer training sessions, including health and safety, emergency and guest service or departmental meetings which occur above eight (8) hours worked in one day or forty (40) hours worked in one week will be paid at straight-time rates. An employee who is not scheduled to work on a particular day and is required to report in for a training session, that employee shall be paid a minimum of three (3) hours.**

Schedule B - Vacation Allowances

1. For purposes of vacations, employees shall be entitled to accumulate vacation credits in the current vacation year to be taken after the employee's anniversary date in the following year on the following basis:
 - a. All full-time regular employees of the employer who have completed one **(1)** to five **(5)** full years of continuous service with the employer in **their** vacation year shall be entitled to earn two **(2)** weeks vacation with **4%** wages in each such vacation year;
 - b. All full-time regular employees of the employer who have completed six **(6)** to ten **(10)** full years of continuous service with the employer in their vacation year shall be entitled to earn three **(3)** weeks vacation at **6%** of gross wages in each such vacation year; and
 - c. All full-time regular employees of the employer who have completed eleven **(11)** or more full years of continuous **service** with the employer in their vacation year shall be entitled to earn four **(4)** weeks vacation at **8%** of gross wages in each such vacation year.
2. For purposes of this article, the vacation year is deemed to commence on the employee's anniversary date.
3. Vacation shall be granted within ten **(10)** months following the date on which an employee qualifies.
4. Due to the peculiarities of the hotel business, it is **recognized** that during certain periods, minimum scheduling of vacations is necessary,. therefore, the employer may grant vacations so long as it does not prevent the employer from maintaining a qualified and adequate work force.
5. Vacation credits shall not be cumulative from year to year.
6. The usual deductions **from** an employee's pay will be deducted from the employee's vacation money.
7. All full time employees with the greatest length of continuous departmental service **will** be given first choice of vacation dates, provided that the employer shall be entitled to maintain a qualified and adequate work force.
8. The employer will arrange for a vacation schedule to be posted by department by February **1st** of each year.
9. The vacation schedule in its final form will be posted by department by March **31st** of each year.

10. Employees who have not made their request by March 1, as specified above, will receive their vacations as available, on a first come first serve basis.

11. Employees will have the choice of receiving vacation pay before proceeding on vacation or when the employees return provided the employees give the employer a minimum of one (1) week's notice for purposes of processing the vacation pay. The vacation pay is to be paid out no earlier than two weeks prior to the commencement of the scheduled vacation time in which case the notice to process the vacation pay shall be no less than three (3) weeks prior to the taking of the vacation. If the employer requests payment of the vacation pay when the employee returns from the vacation, the vacation pay will be paid out on the first full pay period following the employee's return from vacation.

Schedule C: Sick Leave Allowance

Full time regular employees of the employer, on completion of one **(1)** year's continuous service shall be entitled to receive sick leave allowances subject to the terms of the **H.E.R.E.** Health and Welfare Plan.

1. All cases of sickness must be reported to the department head, personnel department or manager on duty at least three **(3)** hours prior to the normal reporting time of the employee concerned for all **shifts** beginning after **9:00** a.m. For **all** shifts beginning prior to **9:00** a.m., the call in time is one and one-half hours.
2. The allowance for sick pay shall only commence after the **first** day of illness.
3. Sick leave allowance will not be granted to employees in case of **illness** or accident which is compensable under the laws of the Province of Ontario.
4. Sick leave allowance will not be paid for illness or accident which occurs within the vacation period of an employee.
5. In doubtful cases, or in cases of extended illness, the employer reserves the right to request a doctor's certificate or to appoint another doctor, other than the one providing the certificate, in order to establish the **facts** in the case.
6. During cases of accident and/or illness, if an employee does not maintain regular **contact** with the employer, the employee will be removed from the seniority list and/or terminated. For the purposes of this article, regular contact will be determined on the merits of each individual case.

H.E.R.E. Union, Local 75, Pension Plan

1. After completion of one **(1)** year continuous full time **service** the company agrees to contribute to the Pension Plan of Local **75**, fifteen cents per regular hour paid and the employee will contribute fifteen cents per regular hour paid.
2. On the fifteenth **(15th)** day of each month the company will remit the contributions stated above to **Soben** Management.

Schedule D - Wages

Classifications:

Housekeeping Department:

	Dec. 1/95	June 1/96	Dec. 1/96	Dec. 1/97
Laundry/Utility	10.89	11.00	11.28	11.62
Houseperson	10.89	11.00	11.28	11.62
Room Attendant	10.89	11.00	11.28	11.62

Guest Services Department:

Night Bellman	8.70	8.79	9.01	9.28
Bellman	7.30	7.37	7.55	7.78
Doorman	7.83	7.91	8.11	8.35

Garden Cafe Department:

Waiter/Waitress	7.38	7.45	7.64	7.87
Busperson	8.04	8.12	8.32	8.57
Host/Hostess/Cashier	9.75	9.85	10.10	10.40

Whitesides Department:

Captain/Waiter	8.47	8.55	8.76	9.02
Waiter/Waitress	7.38	7.45	7.64	7.87
Busperson	8.04	8.12	8.32	8.57
Host/Hostess	9.21	9.30	9.53	9.82

Allegro Department:

Waiter/Waitress	7.38	7.45	7.64	7.87
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Sagano Department:

Waiter/Waitress	7.38	7.45	7.64	7.87
Bartender	11.10	11.21	11.49	11.83
Busperson	8.04	8.12	8.32	8.57

Room Service Department:

RS Server	7.38	7.45	7.64	7.87
Captain/Waiter	8.47	8.55	8.76	9.02
Midnight Server	8.59	8.68	8.90	9.17

Service Bar Department:

Bartender	11.10	11.21	11.49	11.83
S/B Porter	8.05	8.13	8.33	8.58

Kitchen Department:

Asst. Steward	11.22	11.33	11.61	11.96
Dishwasher	10.75	10.86	11.13	11.46
Cafe Attendant	10.89	11.00	11.28	11.62
Station Chef	15.00	15.15	15.53	16.00
First Cook	13.17	13.30	13.63	14.04
Second Cook	12.53	12.66	12.98	13.37
Swing Cook	13.82	13.96	14.31	14.74
Gardemanger	11.07	11.18	11.46	11.80
Apprentice	10.18	10.28	10.54	10.86
Helper	10.18	10.28	10.54	10.86

Maintenance Department:

Maintenance Man	15.97	16.13	16.53	17.03
Handyman	14.29	14.43	14.79	15.23
Helper	11.11	11.22	11.50	11.83
Maint. Day Clean	10.13	10.23	10.49	10.80

Banquets Department:

Waiter/Waitress	7.38	7.45	7.64	7.87
Head Bartender**	8.54	8.63	8.85	9.12
Bqt. Bartender	8.54	8.63	8.85	9.12
Bqt. Porter	8.58	8.67	8.89	9.16
Head Porter	8.63	8.72	8.94	9.21
Cashier	8.77	8.86	9.08	9.35

Cafeteria Department:

Cafeteria Attendant	10.89	11.00	11.28	11.62
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Note: It is further **agreed** that some of the classifications in certain departments are presently **not** filled and that they may be **filled** at a future time as business warrants.

****Where applicable, the classification will receive the gratuity as defined in Schedule "G" (3) (b).**

Shift Premium

The company and the Union agree that all employees (except room service staff and midnight Bellstaff) shall receive .90 cents per hour premium for all hours worked on any shift that begins at 11:00 p.m. or after.

Gratuities for Parties of Nine (9) or More Persons

When a person calls to make reservations for a party of nine (9) or more for lunch or dinner in one of the hotel dining rooms, the employee taking the reservation will recommend to the person making the reservation that a fifteen percent (15%) gratuity should be added. Furthermore even though the gratuity may be shown on the bill, the guest is under no obligation to pay it. Notwithstanding that the guest has agreed to the suggested gratuity, if the guest subsequently complains about the service, the gratuity is not added to the cheque.

Schedule E - Holidays

1. Employees in the active employ of the employer who have completed three months of continuous employment with the employer shall receive pay for the following holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	Civic Holiday
Boxing Day	Date of Employee's Birthday

Employee's anniversary date of employment

Holiday pay shall be computed on the basis of 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, unless the employee has been hospitalized on either of the qualifying days.

Employees who are required to work on any one of the following days:

New Year's Day	God Friday
Labour Day	Canada Day
Victoria Day	Thanksgiving Day
Christmas Day	Civic Holiday
Boxing Day	Employee's Birthday

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.

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

3. If a holiday falls on an employee's regular day off, the employee has the option of taking another day off in lieu, said lieu date to be scheduled with consent of both parties within thirty (30) days of the originally scheduled holiday.

4. When a holiday falls on an employee's working day, the employee may request to work that holiday at regular wages for the hours worked and identify another day off at the employee's regular rate of pay. The request must be made in writing two weeks prior to the holiday and the lieu day must be taken within thirty (30) days of the holiday. Once the request has been made, the granting of the lieu day will be at the discretion of the Department Head. These requests will be granted in consideration of departmental seniority. The scheduling of the lieu

day within the said thirty (30) day period shall be on a day mutually agreed to by the employee and his manager;

Schedule F - Death Leave Allowance

1. Full time regular employees of the employer on completion of one (1) year's continuous service shall be entitled. to receive death leave allowance as follows:

In the case of a death in the employee's immediate family, that is the death of a spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, grandchildren, grandparents, same sex partner shall entitle the employee to receive three (3) days leave of absence with three (3) days pay. For purpose of this article the term partner shall mean "A relationship that is no less than a common law relationship in extent and degree as defined by the *Family Law Act*".

2. The three (3) day allowance above referred to shall not be deducted from the sick leave allowance period provided for in the preceding ~~section~~ of this schedule.

3. In order to qualify for the foregoing **death** leave allowance, employees must supply proof by way of a doctor's certificate **or** newspaper clipping. Department heads must **be promptly** notified.

4. The total allowance in any one (1) year of an employee's employment shall be a maximum of six **(6) days with pay.**

Schedule G: Banquet Department

1. Hours of Work and Overtime:

Hours of work and overtime provisions for all Banquet Employees shall be in conformity with The Employment Standards Act of the Province of Ontario with a three (3) hour minimum call in for breakfast, a three (3) hour minimum call in for lunch and a four (4) hour minimum call in for dinner. Cashiers will have minimum of a four (4) hour paid call-in for breakfast, lunch or dinner.

2. Gratuities:

A. It is agreed that, of the total amount of the gratuity left by the guest, seventy-five percent (75 %) of the food portion will be set aside to be shared by the waiters and/or waitress staff who served the food. The remaining twenty-five percent (25 %) will be distributed in a manner to be determined by the General Manager.

B. Banquet porters will continue with the past practice of serving coffee breaks and sandwich service with seventy-five percent (75 %) of the gratuity left by the guest to be distributed amongst the porters based on the gratuity per hours times the amount of hours worked system. The remaining twenty-five percent (25 %) will be distributed in a manner to be determined by the General Manager.

C. Gratuity for Hotel Functions will be a flat rate of:

Breakfast:	\$35.00 per server
Lunch:	\$40.00 per server
Dinner:	\$45.00 per server

3. (a)(i) It is agreed that, effective December 1, 1995, 68% of the total amount of gratuity left by a guest with respect to the beverage portion will be set aside to be shared by the bartenders and/or servers who served the beverage. The remaining thirty two percent (32) will be distributed in a manner to be determined by the General Manager.

(a)(ii) Effective December 1, 1995, one percentage (1%) point of the above sixty-eight percent (68%) is to be deducted from each beverage function and distributed to the head bartender. The remaining sixty-seven percent (67%) shall be distributed equally to the bartenders who served the beverage (including the head bartender if he served the beverage).

(b)(i) It is agreed that, effective October 1, 1997, 70% of the total amount of gratuity left by a guest with respect to the beverage portion will be set aside to be shared by the bartenders and/or servers who served the beverage. The remaining thirty percent (30) will be distributed in a manner to be determined by the General Manager.

(b)(ii) Effective October 1, 1997 one percentage (1%) point of the above seventy percent (70%) is to be deducted from each beverage function and distributed to the head bartender. The

remaining sixty-nine percent (69%) shall be distributed equally to the bar tenders who served the beverage (including the head bartender if he served the beverage).

4. Small Functions

It is further agreed that when a Banquet Bartender and a Banquet Server work on a function as a team, the bar portion and the food portion gratuities shall be combined and shared equally between the Bartender and Server.

5. A. Payment of Gratuities

Payment of gratuities shall be divided equally by the waiter/waitresses who served the function per shift, and they shall receive from the hotel an **itemized** breakdown for each function worked and their gratuities, every two **(2) weeks**.

It is further agreed that the cheques, or relevant document, showing the total amount of gratuity signed by the guest, will be available for inspection by the union upon request. Non payment of **such gratuities to the hotel are subject** to deduction from subsequent gratuities payable to employees) concerned.

The union shall be notified accordingly of such non payments. Adjustments on any non payments will be made by the management on subsequent gratuities payable to the employees(s) concerned.

B. A representative of the union will make periodic audits of the relevant documents covering gratuity distribution **and** submit an audit report to both parties in writing declaring his **findings**.

C. Banquet new hires while in training shall receive 50% gratuity. The determination of whether the employee is in training shall be the discretion of the Banquet Department Manager.

6. Meals:

The steady waiters/waitresses and bartenders **and** cashiers in the banquet department shall be allowed one **(1)** meal for each six **(6)** hours worked. The price of such meals will be added to the rates shown on Schedule "D" when the employee works and receives the meals, for taxation purposes.

7. Banquet Bars - Cash and Free:

All work performed on bars, including setting up and clearing shall **be** paid at the going rate paid to the **service** bartenders as provided in the wage schedule.

8. Other Working Conditions:

A. A waiter or waitress shall not be required to perform clean up work when there is no food service at his/her function.

Where liquor only is being served at a function, the persons **servicing** that function **will** be responsible for set up and clean up of those areas.

B. A waiter or waitress shall not be required to perform a cook's duty.

C. A waiter or waitress required to set up or clean another function and not scheduled to serve the function **will** receive a rate of pay equal to that of the banquet **houseman** for those hours worked.

D. If a waiter/waitress wishes not to work as a bartender/waitress on a small function (**16** or less), he/she shall be deemed as giving up that function as part of the seniority rotation (as stated below) and shall not be disciplined for wishing not to work the function.

E. (1) The capped number of full time banquet waiter/waitresses that should be scheduled as full time and in the rotation system will be determined by mutual agreement of the employer and the union, provided that the employer shall have the option of raising the cap to a sufficient number in the event that the number of employees used as limited by the current cap would result in the payment of premium or overtime rates.

F. Servers or bartenders who are scheduled to work both bar and food will be scheduled two (2) hours prior to the scheduled commencement of the function.

G. On banquet buffet functions of seventy (70) covers or more, the food will be delivered to the function area.

H. For banquet functions of 50 covers or more silver, dish and glass wares to be set up on a cart before banquet staff will start to set up function.

APPENDIX "B"

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

If a food and beverage outlet is closed, the employees effected will have the choice of receiving severance pay as prescribed by the *Employment Standards Act* or to retain recall rights for a period equal to the length of the employee service to a maximum of 52 weeks to any new food or beverage outlet that is opened. If the employee is not recalled within the recall period as defined above, the employee will be entitled to severance pay as prescribed by the *Employment Standards Act* at the expiration of the employee's recall period unless the employee declines a recall.

FOR THE COMPANY:

FOR THE UNION:

December 1, 1995

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL **75**

AND:

SHERATON TORONTO EAST HOTEL AND **TOWERS**

It is agreed for the purposes of scheduling banquet waiter/waitresses, the amount of covers to schedule an employee will be:

- 15** covers for French Service
- 20** covers for Plate Service
- 25** covers for Buffet Service

FOR THE COMPANY:

FOR THE UNION:

December 1, **1995**

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

It is agreed by the parties that management trainees will be allowed to perform duties normally performed by scope employees (Article 2, collective agreement), for the purpose of training only, and that by performing these **duties** they will not be considered as in the scope (**Article 2**), and **that** no union members will be laid-off or lose any hours of work because of these duties **performed**.

FOR THE COMPANY:

FOR THE **UNION**:

December 1, 1995

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

WAGE PROTECTION

It is understood and agreed that the following persons are presently being paid a wage rate that exceeds the wage rate for the particular classification that they are in, as **particularized** below:

<u>Name</u>	<u>Classification</u>	<u>Job Rate</u>	<u>Incumbent Rate</u>
Jose Defreitas	Captain/Waiter	\$ 8.47	\$10.29
George Francisco	Head Bartender	8.54	9.59

It is further understood and agreed that the employer intends to maintain the differential between the job rates for the respective classifications and the rates paid to the said incumbents until such time as the incumbents are no longer employed in the particular positions for which they are being paid the said incumbent rates. It is further understood and agreed that the incumbent rates shall cease to exist immediately upon the said incumbents ceasing to be employed in the said positions and that the said incumbent rates shall not apply or succeed with respect to any person or employee.

FOR THE COMPANY:

FOR THE UNION:

December 1, 1995

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LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

LEAD-HAND PREMIUM: LAUNDRY

It is understood and agreed that where an employee is **specifically** assigned to act as a Lead-Hand in the Laundry-Housekeeping Department, the employee so assigned shall receive a Lead-Hand premium equivalent to twenty-five **(25)** cents per hour for **all** hours during which the said employee is performing the assigned Lead-Hand responsibilities only for so long as the assignment remains.

FOR THE COMPANY:

FOR THE UNION:

December 1, 1995

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

The employer will make every reasonable effort to minimize mandatory staff meeting on employees' days off. There may be occasions when Union members may be exempted from Management meetings due to previously scheduled commitments or emergencies.

FOR THE COMPANY:

FOR THE UNION:

December 1, 1995

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

Job descriptions will be provided to each new employee at time of hire. All current employees will be reissued a job description no later than one month following ratification date. This job description does not become part of the collective agreement, and failure to so provide a job description shall not be subject matter of a grievance.

FOR THE COMPANY:

FOR THE UNION:

December 1, 1995

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

If any food and beverage full-time server is on layoff or has his/her full-time hours reduced, such employee may submit a written request for additional hours for banquet service functions. In order for such employee to be offered such work, said employee must have the present ability to perform all of the duties of the job. The offer of such additional hours shall not be made where it would result in the employee receiving any overtime or premium pay. In the event that there is more than one such employee who has submitted a written request, said employees shall be offered such additional hours in rotation starting in order of dates that the written requests were received. If an employee is called and offered such additional hours and said employee is unavailable and/or can not be reached, the said hours shall be offered to the next employee on the list. Said employees shall not be offered said hours so as to displace part time persons who are regularly scheduled to perform this work and who are not covered under the terms of the collective agreement. Said employees will be offered additional hours before any new part time persons are hired to perform the work. The employer shall not be required to consider any written request submitted before an employee has been laid off and/or before his/her hours have been reduced. Similarly where an employee's full-time hours have been restored, any previous written request shall be voided and the employee will be required to submit a new request with respect to any future lay off or reduction of hours.

FOR THE COMPANY:

FOR THE UNION:

December 1, 1995

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

Re: Uniforms

The company agrees to conduct a regular review with respect to replacing and updating uniforms. This letter does not form part of the collective agreement.

FOR THE COMPANY:

FOR THE UNION:

December 1, 1995

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

Re: Tour Baggage

A. Asian Tours

Gratuities on all Asian Tours will be paid according to the following schedule:

1996 Tour Contracts - \$4.00 per room - "In" and "out" service inclusive.

1996 Tour Contracts - \$4.25 per room - "In" and "out" service inclusive.

1996 Tour Contracts - \$4.50 per room - "In" and "out" service inclusive.

Notwithstanding the foregoing, all 1996 Tour Contracts with respect to new Golden Horse, Travel Networking and Sky Care shall be paid gratuities \$1.50 per room - "in" and "out" inclusive. Thereafter gratuity for the said Tour companies shall be in accordance with the 1997 and 1998 rates as set out above.

B. All Non-Asian Tours

All other Tours will be paid according to the following Schedule:

1996 - \$1.60 per bag in and \$1.60 out per bag.

1996 - \$1.80 per bag in and \$1.80 out per bag.

1996 - \$2.00 per bag in and \$2.00 out per bag.

FOR THE COMPANY:

FOR THE UNION:

December 1, 1995

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 73

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

THE FOLLOWING AGREEMENT HAS BEEN MADE WITHOUT PREJUDICE AND OR PRECEDENT IN THIS OR ANY OTHER MATTER.

No employee employed at the time of the ratification shall be laid off during the life of this agreement as a direct result of the employer contracting out any of the work presently being performed by the present employees.

The foregoing limitation shall not apply to any that has been contracted as of this date. It is further understood and agreed that this letter of understanding shall cease to operate as of November 30, 1998.

FOR THE COMPANY:

FOR THE UNION:

December 1, 1995

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

THE FOLLOWING AGREEMENT HAS BEEN MADE WITHOUT PREJUDICE AND OR PRECEDENT IN THIS OR ANY OTHER MATTER.

A. For purpose of the p.m. shift in the Laundry and Housekeeping Department only. It is understood and agreed that prior to an employee exercising any rights pursuant to Article 15:06, an employee who is subject to lay off from work within his/her department, shall have the right to displace an employee within the department on the p.m. shift on the basis of department wide seniority, providing the employee electing to do so is qualified to perform the work that is available.

B. For purposes of the day shift in the Laundry-Housekeeping Department only. It is understood and agreed that prior to an employee exercising any rights pursuant to Article 15:06, the employee who is subject to lay off of two full weeks or more within his/her classification, shall have the right to displace an employee within his/her department on the day shift on the basis of department wide seniority, providing the employee electing to do so is qualified to perform the work that is available.

C. For purposes of the day and p.m. shift. Notwithstanding paragraphs A and B above, where employees are electing to exercise displacement rights between the a.m. and p.m. shifts, they shall be limited to so displacing employees on the opposite shift with respect to employees in their own classification only as defined in Article 15:06.

This agreement will commence forthwith and shall be renegotiated during the same period as the Hotels Collective Agreement.

FOR THE COMPANY:

FOR THE UNION:



December 17, 1995

[Redacted signature line]

[Redacted signature line]

[Redacted signature line]

[Redacted signature line]

[Redacted signature line]

[Redacted signature line]

FOR THE UNION

FOR THE COMPANY

The Employer agrees to reduce to writing its current policy with respect to pregnancy and modified work as it relates to the housekeeping department, with two (2) months of ratification. The Employer agrees to post said policy and implement the policy for the duration of the Collective Agreement.

RE: MODIFIED WORK PROGRAM

SHERATON TORONTO EAST HOTEL AND TOWERS

AND:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

BETWEEN

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 73

AND:

SHERATON TORONTO EAST HOTEL AND TOWERS

17.11 The Employer agrees to post in all service areas a copy of the anti-harassment policy and ensure that said policy is strictly enforced.

FOR THE COMPANY:

FOR THE UNION:

December 1, 1993

SCHEDULE "B"

LETTERS OF COMMITMENT ,

NOT TO FORM OF THIS COLLECTIVE AGREEMENT

MEMORANDUM

TO: Ed **Chiang**

CC: Bill **Avgerinos**

FROM: **Thomas Wahl**

DATE: January **19, 1996**

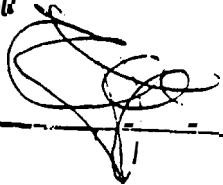
RE: Banquet Equipment

During the current union negotiations the issue of concern regarding banquet equipment such as dollies for chairs and trolleys for tables and stages has **come** up.

1. Please review our current inventories and our requirements with the banquet **staff** immediately.
2. If any current equipment requires repair inform Mr. **Avgerinos** of any assistance you may need.

Please follow-up with myself with **your** recommendations, by January **31, 1996**.

Thank you



MEMORANDUM

TO: **Ricardo Nicholas**

FROM: Thomas **Wahl**

DATE: **January 19, 1996**

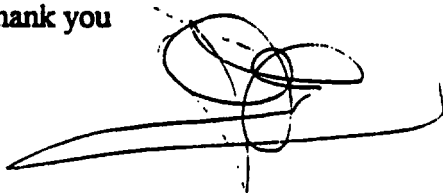
RE: **BELLCARTS**

During the **current** union negotiations the issue of concern **regarding** the **bellcarts has** come up. The following items need to be addressed immediately:

1. With the number of existing bellcarts, the breaks are not operating. Ensure that **this** items is repaired immediately.
2. Arrange to meet with Gary **Kwong** at your earliest convenience and together determine the **bellcart** requirements for the coming **season**.

Please follow-up with myself with your recommendations, by January 31, 1996.

Thank you

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

MEMORANDUM OF SETTLEMENT

BETWEEN:

SHERATON TORONTO EAST HOTEL AND TOWERS

(Hereinafter referred to as the Employer)

AND

**THE HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES
UNION, LOCAL 75, of the HOTEL EMPLOYEES AND
RESTAURANT EMPLOYEES INTERNATIONAL UNION**

(Hereinafter referred to as the Union)

Whereas the parties have entered into collective bargaining for the purpose of negotiating a Collective Agreement NOW WITNESSETH the following Agreement:

- 1. That Schedule "A " annexed hereto shall constitute the full and final terms of the first Collective Agreement.***
- 2. The term of the Agreement shall be for a term of thirty-six (36) months from December 1, 1995 to November 30, 1998.***
- 3. The parties hereby undertake to effectively recommend to their respective principals full acceptance of this Agreement, and the terms of Schedule "A " and placement of employees of the wage grid, Schedule "D" to the Collective Agreement.***
- 4. Schedule "B " annexed hereto constitute Letters of Commitment that the Employer undertakes to implement during the term of the Collective Agreement but do not form part of the Collective Agreement.***