

COLLECTIVE AGREEMENT

BETWEEN

DELTA TORONTO EAST

(HEREINAFTER REFERRED TO AS THE EMPLOYER)

AND

**THE HOTEL EMPLOYEES & RESTAURANT EMPLOYEES
UNION, LOCAL 75, OF THE HOTEL EMPLOYEES AND
RESTAURANT EMPLOYEES INTERNATIONAL UNION.
A.F.L., C.I.O. AND C.L.C., O.F.L.**

(HEREINAFTER REFERRED TO AS THE UNION)

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General Information Union Headquarters

Phone: (416)216-0875

Fax: (416)216-0876

This is your Union. Please feel free to drop by Local 75's headquarters which **is** located at 229 Yonge St., Suite 502, Toronto, Ontario, M5B 1N9.

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

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 and students employed during the school vacation period.
- 2.2** A part-time employee will be considered full-time in the following cases:
- (a) an employee is assigned to a full-time **job** posting that is not temporary; or
 - (b) an employee's continuous compensated service has, after the fact, resulted in a minimum average ~~of~~ more than twenty-four (**24**) hours per week for the previous twenty-six (26) consecutive weeks. The evaluation will be done twice a year, in April and October, by People Resources.

The employee who qualifies shall then be considered a full-time employee entitled to all rights and benefits applicable to full-time employees under this agreement.

2.3 *Present and New Classification -*

The provisions of this Agreement shall apply to employees of Delta Toronto East in a classification listed in Schedule A hereof and to employees who are assigned to a classification similar in class or kind to

those listed in Schedule A which might be created during the term of this Agreement.

If the Employer introduces a new classification as stated in the above paragraph, and said classification is not listed under Schedule A, the Employer shall include the new classification into the Collective Agreement with a wage rate. If the Union does not agree with the wage rate set by the Employer, it may file a grievance within thirty (30) days of introduction of the classification, contesting the rate and may if not resolved refer the matter to arbitration.

The Employer will notify the Chief Shop Steward ten (10) days in advance of the implementation of the new classification or with as much notice as possible.

- 2.4** Employees occupying an excepted position at the Hotel will not perform the work of any scheduled positions except on the occasional or necessary basis to meet the demands of service, in emergencies, or in the instruction or training of employees, provided that this does not cause the elimination of any scheduled position.

Notwithstanding the aforementioned, an employee occupying an excepted position may continue work he/she is presently performing but shall not assume additional duties if this would cause the elimination of a scheduled position.

It is agreed by the parties that management trainees will be allowed to perform duties normally per-

formed by scope employees, for the purpose of training only, and that by performing these duties they will not be considered as in the scope, and that the Union members will be laid-off or lose any hours of work because **of** these duties performed.

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 Employer 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.

(e) The Employer will provide a mailbox for the Chief Shop Steward beside the Union board.

4.2 *Harassment Prevention* :

Both parties signatory to the Collective Agreement are committed to a workplace free of Harassment.

Both parties shall endeavour to ensure that all employees occupying a position covered by the scope of this Agreement act accordingly.

The Employer shall endeavour to ensure that the employees occupying a position not covered by the scope of this Agreement act accordingly.

A copy **of** the Harassment Prevention Policy set by Delta Hotels will be supplied to the Union and posted within the hotel.

4.3 *Labour Management Meetings* :

The Union and the Employer agree to have labour management meetings periodically to discuss work related issues and/or concerns arising out of the application and interpretation of the present Collective Agreement. Ideally, meetings will take place on a monthly basis. As far as it is practicable to do so, the parties may advise each other in advance of the issues **for** discussion at the meeting and meeting minutes will be produced. Employees will be fully compensated for lost wages.

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 shall be forwarded to the Treasurer of the Local Union prior to the 30th day of the month of the deductions, along with a **list** of all union employees names, address, phone numbers, department classification, wage rate, status (full-time **or** part-time) and start date with the individual amounts deducted and the employee's social insurance number. 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 four percent (**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/her 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/she 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.

5.11 The Employer shall release to the Union Representative or Chief **Shop** Steward, personal information concerning an employee which may reasonably assist in the effective implementation and/or administration of this collective agreement. Each employee who is covered by this collective agreement agrees to permit the Employer to do so.

With regard to any information released, the Union and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever.

5.12 *Reports:*

The Employer agrees to provide the Union with an update **of** the employees addresses and phone numbers upon request by the Union.

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/her 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** 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.

The words “strike” and “lock **out**” in this agreement shall mean “strike” or “lock out” as defined in the Ontario Labour Relations Act.

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.

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 one (1) steward for each department as outlined in Schedule A, 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. However, the Housekeeping department may have up to two (2) stewards.
- 9.2** 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.
- 9.3** No steward or union committee member employed by the Employer may leave his/her regular duties without the permission of his/her supervisor. Upon his/her return to his/her regular duties after having secured such prior permission, he/she shall give any explanation reasonably required by his/her supervisor to explain the duration of his/her absence.
- 9.4** Where a shop steward or union committee member is temporarily absent with permission for the purpose of handling grievances, he/she shall receive his/her 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/her 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** *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 full-time employees.
- 9.7** 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.
- 9.8** Payment for Shop Stewards attending educational seminars will not exceed three (3) hours per month (non-cumulative) and it is understood that time spent outside of the stewards normal working hours is non-compensated. Notwithstanding the above, the Union will be required to notify the Employer one (1)

week in advance and that will not prevent the Employer to maintain an adequate and qualified work force. The practice of providing a free room will continue.

ARTICLE 10- COMPLAINTS AND GRIEVANCE PROCEDURE

- 10.1** If an employee has any complaint or question 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 complaint and he/she shall be accompanied by his/her department steward if he/she requests such assistance. The Department Head will have **up** to five (5) days to deal with the employee complaint.

It is generally understood that an employee has no grievance until he/she has first given his/her department head an opportunity to adjust his/her complaint.

- 10.2** If such complaint is not settled to the satisfaction of the employee concerned, then the following steps of the Grievance Procedure may be invoked in order.

Step N° 1

The employee with the assistance of the chief shop steward and/or department steward shall state the grievance, in writing, to the Director, People Resources within three (3) days of the time prescribed for the verbal reply under Article 10.1. The Director, People Resources will have up to five (5) days to respond in writing to the grievance following the meeting with the Chief Shop Steward and/or Department Steward.

Step N° 2

If the grievance **is** not settled within the time limits of step 1, the chief shop steward and/or department steward with the assistance of the Union representatives shall state the grievance of the employee, or employees, in writing, to the General Manager within five (5) days of the time prescribed for the reply under step 1. The General Manager will have **up** to five (5) days to respond in writing to the grievance following the meeting with the Union official, Chief Shop Steward and/or Department Steward.

Step N° 3

If the grievance is not settled within the time limits of step 2, the party filing the grievance must proceed to arbitration within thirty (30) days from the completion of step 2.

At Step No. 1 & 2 mentioned above or in the application of articles 10.3 and 10.4, the parties shall meet at a mutually agreed time to discuss the grievance with the objective of finding a settlement. Such request shall not be unreasonably denied.

10.3 Policy/Group grievance :

If a group of employees have a grievance of the same nature, the chief shop steward and/or Union representative may make representation on their behalf at step 1 of the grievance procedure within fifteen (15) days of the incident giving rise to the grievance.

Should the Union wish to raise a policy grievance with regards to the application of this collective agreement, the chief shop steward may do so at step 1 of the grievance procedure within fifteen (15) days of the incident giving rise to the grievance.

10.4 *Management grievances* :

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.

10.5 *Extension of time limits* :

The parties may extend any time limits by mutual consent, the request of such extension and the answer shall be in writing. Such request shall not be unreasonably denied.

ARTICLE 11 - ARBITRATION OF GRIEVANCES

- 11.1** 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 shall 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.
- 11.2** No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.3** 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.
- 11.4** 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.
- 11.5** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

- 11.6** 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.
- 11.7** The Parties may agree by mutual consent to use a Mediator at any point of the Grievance and/or Arbitration procedure. The Mediator will be chosen by mutual agreement. The cost of the Mediator, if any, will be jointly borne.
- 11.8** The parties may mutually agree that a single Arbitrator shall be appointed in place of a Board of Arbitrators. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitrators under this Collective Agreement. The cost of the Arbitrator will be jointly borne.
- 11.9** All days referred to through Article 10 to 14 are to be construed as calendar days excluding weekends and Holidays.
- 11.10 *Extension of time limits* :**
The parties may extend any time limits by mutual consent, the request of such extension and the answer shall be in writing. Such request shall not be unreasonably denied.

ARTICLE 12 - DISCUSSION, PROGRESSIVE CORRECTIVE ACTION/DISCIPLINE

- 12.1** Progressive corrective action/discipline notices issued to an Employee 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 his/her actions and has had a reasonable period of time, not to exceed ten (10) days, 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 will be provided to the Chief Shop Steward.
- 12.2** If an employee has any complaint or question arising out of the application of this article which he/she wishes to discuss with the Employer, he/she shall take the matter up with his/her Department Head and he/she shall be accompanied by his/her Department Steward **if** he/she requires such assistance.
- 12.3** **As** far as it is practical to do so, an employee will be disciplined or discharged on a day the employee is scheduled to work.
- 12.4** An employee **may** be held out of service for a reasonable period of time to allow the Employer to conduct a proper investigation. The Chief **Shop** Steward will be made aware of such a situation.

Should the Employer find, following the investigation, there was not just cause to hold the employee out of service, the Employer will compensate said employee for lost wages.

12.5 *Corrective notations/warnings/suspensions* :

The Employer will remove from the employee's personal file corrective warning given to an employee where that employee has had no further corrective warning similar in nature in question within a twelve (12) month period. With respect to suspensions, the Employer will remove said corrective action from the employee's personal file where that employee has had no further suspension of a similar nature within twenty-four (24) calendar months immediately following the application of the specific corrective action in question.

After making an appointment with the People Resources department, an employee shall have the right to view his/her personnel file in the presence of the Director, People Resources and if so requested may be accompanied by a Union steward.

12.6 *Suspension or dismissal* :

In the event that the Employer is contemplating a suspension or dismissal, the Employer will ensure that the employee will be provided the opportunity to have the assistance of a Shop Steward. Should the employee not wish to have Union representation he/she will sign a waiver.

A claim by an employee that he/she has been unjustly suspended or discharged from his/her employment shall be treated **as** a grievance if a written statement of such grievance is lodged under step I of the grievance procedure within five (5) days of the beginning of the suspension or discharge.

Such special grievances may be settled by confirming the management's action in dismissing **an** employee, or by reinstating the employee or by any other arrangement which is just and equitable in the opinion of the conferring parties.

When an employee has been dismissed or if dismissal and resignation have been discussed, the Employer will inform the employee of his/her right to interview a shop steward for a reasonable period of time before leaving the premises.

12.7 *Probationary employees :*

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 (SO) working days worked from the date in which he/she first commenced work for the Employer.

12.8 *Extension of time limits :*

The parties may extend any time limits by mutual consent, the request of such extension and the answer shall be in writing. Such request shall not be unreasonably denied,

ARTICLE 13 - SENIORITY

13.1 *Seniority general :*

- (a) An employee will be considered on probation and will not be placed on a seniority list until after he/she has completed a total of fifty (50) working days worked.
- (b) The Employer agrees to notify an employee in writing, confirming, that the employee has successfully completed his/her probationary period. A copy of said written notification will be provided to the Chief Shop Steward.
- (c) A seniority list indicating house seniority, department and classification seniority will be posted in April and October of each year. At the same time, a copy of said list will be forwarded to the Chief Shop Steward.
- (d) Seniority lists based upon the date in 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/her occupation, he/she may be removed from the seniority list of such occupational classification.

- (e) House seniority applies to benefits. Departmental seniority within the classification applies to entitlements such as who gets choice of all normal hours of work as defined by clause 14.1 of available days off, vacation, shift preference. Job seniority by classification applies to lay offs . For purposes of seniority, departments will be defined in Schedule A.
- (f) In the application of seniority provisions under this agreement, a full-time employee is considered senior to a part-time employee.

13.2 Transfers :

- (a) Should an employee request to work in a temporary position other than that to which he/she is permanently assigned for the purposes of personal development, or to receive extra hours, he/she shall receive the rate of pay of that position to which he/she 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/she shall retain Employer seniority, however, unless the transfer is of a temporary nature for the probationary period or less, he/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/she is permanently assigned for a minimum of one (1) hour or more, he/she shall receive his/her own rate or the rate of the job to which he/she 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.

13.3 *Vacancies and promotions :*

Vacancies in regularly assigned positions that the Employer intends to fill or newly created positions, of more than fifty (50) working days duration shall be posted. The Employer will post on the notice board inside the staff restaurant the vacant position for a period of seven (7) days. A copy of the posting will be forwarded to the Chief Shop Steward.

Interested employees must apply on the appropriate form at the People Resources office during said posting period.

Prior to the nomination to a regularly assigned position or for temporary positions of fifty (50) days or less, the vacant position is filled according to the provisions of Article 13.4

13.4 Awarding *œ* position :

All new or vacant bargaining unit positions will first be considered in house with respect to union employees on the seniority list. Should there be no qualified applicant(s), then qualified employees still on probation may be considered prior to recruiting outside.

In cases of a nomination to a vacant position, skill, ability, merit and efficiency of the employee shall be the governing factor, and where all of the above are equal, departmental seniority will be the governing factor.

An employee awarded a position as per the provisions above mentioned, will have a trial period of up to twenty (20) working days to demonstrate their qualifications. During this period, the Employer and/or the employee may decide that the transfer is not successful, in which case the employee will be returned to her/his previous position without loss of seniority. Should an employee exercise his/her right to return to their former position, they will not be permitted to re-apply for the same position for a twelve (12) month period.

13.5 *Filling Positions :*

Within two (2) **working** days of the date of the appointment to a posted position, the name of the successful applicant shall be posted on the bulletin board for seven (7) days. Where applicants for vacancies or promotions **do** not receive the position applied for they shall be given the reasons why their application was refused.

13.6 *Permanent layoffs/closures :*

The Employer will advise an employee in writing when he/she is permanently laid off or his/her position is affected by a closure. **At** the same time, the affected employee will be advised of his/her options and consequences should he/she fail to select one (1) of the listed options.

The affected employee will have the following options :

- (a) the employee may exercise his/her seniority rights to displace **an** employee in a equal or lower classification within the department on the basis of department wide seniority, providing the employee electing to do so has the necessary skill, ability, merit and efficiency to do the job and is willing to assume the displaced employees shift and work that is available; or
- (b) the employee may sever his/her employment and receive severance pay as prescribed by the ***Employment Standards Act***: or

(c) the employee may retain recall rights for a period equal to the length of the employee service to a maximum of fifty-two (52) weeks. The employee will notify the People Resources office of any positions for which he/she would like to be considered should a vacancy occur. 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.

The affected employee will make his/her choice within fourteen (14) days of the permanent lay-offs/closures or within notice thereof. Should an employee fail to select one (1) of the options, it will be assumed by the parties to this Agreement, that the Employer has the right to apply paragraph (b).

In the event of the closure of a department, the Employer will, at the request of the Union, meet prior to the implementation of such closure to mutually agree to any adjustment programs that may be available for affected employees.

13.7 *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 terminated. 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.
- (c) It shall be the duty of the employee or laid off person to notify the Employer's People Resources Office promptly, in writing, of an 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 People Resources 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.

ARTICLE 14 - HOURS OF WORK AND WORKING CONDITIONS

14.1 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.

14.2 Scheduling :

- (a) 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.

- (b) Full-time staff will be given first opportunity to pick up shifts by seniority before scheduling part-timers or calling in casuals, provided the

full-time employee notifies his/her manager of his/her 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.

- (c) **A** full-time server may sign up on the extras list supplied by the banquet department as **an** extra banquet employee for a period of six (**6**) months. The list will be posted in the Banquet department for a ten (**10**) day period in April and October of each year. Employees who sign up after the posting period will be placed at the bottom of the list. Names on the list will be renewed automatically every posting period unless the employee withdraws his/her name from the list during said posting period.

Qualified full-time employees on the extras list who are not scheduled a full forty (40) hour within their department or who would like to work up to forty (40) hours in a work week will be called and/or scheduled in banquets in accordance with the following:

- Said employee must have the present ability to perform all of the duties of the job;
- Said additional hours must not result in the employee receiving any overtime or premium pay;

- House seniority will establish the order of the list and additional hours will be offered in rotation basis among the employees on the list. 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 hours so as to displace part-time persons who are regularly scheduled to perform this work and who are covered under the terms of the collective agreement. However, employees on the list will be offered additional hours before any new part-time persons are hired to perform the work. .

The practice of scheduling other qualified employees will continue.

14.3 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.

14.4 *Hours of work :*

In the event of a 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/her work prior to the normal departure period, should advise the department head immediately”.

14.5 *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.

Servers shall complete service on a guest notwithstanding the fact that the employee has reached his/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/her regular rate for all time after the first half hour.

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

The hotel may require cashiers in the Cabernet 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.

14.6 *Other working conditions* :

- (a) No allowance will be made for time on the time records prior to the regular starting time, without authorization 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) All food outlets that use breakfast vouchers shall have said vouchers available in multi-languages with “gratuities not included in the price” printed on the said coupon so it is clear and visible.
- (j) Unless otherwise stated in this agreement, gratuities earned by an employee are the property of the employee and he/she may distribute as he/she sees fit.
- (k) 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 require to report in for a training session, that employee shall be paid a minimum of three (3) hours.

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

ARTICLE 15 - VACATION ALLOWANCES

- 15.1** 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 :
- 15.2** All full-time 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 four percent (4%) wages in each such vacation year ;
- 15.3** All full-time 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 **six** percent (6%) of gross wages in each such vacation year ; and
- 15.4** All full-time employees **of** the Employer who have completed eleven (11) to twenty four (**24**) years of continuous service with the Employer in their vacation year shall be entitled to earn four (4) weeks vacation at eight percent (8%) of gross wages in each such vacation year.
- 15.5** All full-time employees of the Employer who have completed twenty-five (25) years of continuous service or more, five (**5**) weeks vacation at ten percent (10%) of gross wages in each such vacation year.

- 15.6** For purposes of this article, the vacation year is deemed to commence on the employee's anniversary date.
- 15.7** Vacation shall be granted within ten (10) months following the date on which an employee qualifies. Subject to mutual agreement, vacation may be granted during the eleventh (11th) and twelfth (12th) month following the date in which an employee qualifies.
- 15.8** 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.
- 15.9** Vacation credits shall not be cumulative from year to year.
- 15.10** The usual deductions from an employee's pay will be deducted from the employee's vacation money.
- 15.11** 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.
- 15.12** The Employer will arrange for a vacation schedule to be posted by department by February 1st of each year.

- 15.13 The vacation schedule in its final form will be posted **by** department **by** March 31st of each year.
- 15.14 Employees who have not made their request by March 1st, as specified above, will receive their vacations as available, **on a** first come first serve basis.
- 15.15 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.

ARTICLE 16 - HOLIDAYS

- 16.1** 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/her regular straight time hourly rate of pay.

In order to qualify for holiday pay, the employee must work his/her 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	Good 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/her basic hourly rate of~~ pay and, if qualified pursuant to Section (1) hereof, shall receive holiday pay in addition thereto.

- 16.2** 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.
- 16.3** 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.
- 16.4** 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/her manager.

16.5 *Justifiable High Holy Day :*

In order to accommodate a justifiable high holy day in accordance with justified religious beliefs and without causing undue interference to the operation, an employee who qualifies as per the provisions of point I may request the lieu day as per point 2, 3 or 4 on the Justifiable High Holy Day.

Such request must be made in writing to the department head at least three (3) weeks prior to the date honouring the Statutory Holiday listed in point I.

It is understood **and** agreed that the above shall not be construed as adding further entitlements to those outlined in this article.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.1** Leaves of absence without pay and benefits provided shall be in writing and granted at the Employer's discretion. Such request shall not be unreasonably denied. Any person who is absent with written permission shall not be considered laid off and his/her seniority shall continue to accumulate.

Employees will not be granted a leave of absence to take up employment elsewhere or work additional hours where he/she was previously/presently employed, unless the circumstances are such that the Employer and the Union mutually agree to the granting of such leave. Failing which the employee shall be deemed to have terminated his/her employment provided that such proof of employment can be produced by the Employer.

- 17.2** Any employee elected or appointed to a paid full-time 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. Provided the Union makes a request in writing sixty (60) days prior to the term, said leave of absence may be extended for an additional one (1) year subject to Employer approval. Such request shall not be unreasonably denied.

- 17.3** 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.

17.4 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.

17.5 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.

17.6 *Parental leave :*

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

17.7 *Bereavement leave :*

Full-time 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”.

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.

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.

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

An employee who requires more time for bereavement may make a request according to the leave **of** absence provisions of this agreement. Such a request will not be unreasonably denied.

17.8 *Emergencies :*

In the case of leave of absence requests for personal emergencies, advance notice may not always be afforded and approval shall not be unreasonably denied. The Employer reserves the right to require proof of personal emergency.

17.9 *Sick leave allowance :*

Full-time 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, People Resources 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.

ARTICLE 18 - SAFETY AND HEALTH

- 18.1** 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.
- 18.2** 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. Said number of four (4) union representatives may be increased following a mutual agreement with the Employer and the Union.
- 18.3** 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.
- 18.4** 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.

- 18.5** Equipment is to be checked regularly by the health and safety committee.
- 18.6** Copies of the Occupational Health and Safety Act are to be posted in every department in both official languages.
- 18.7** 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 Bill 99, W.S.I.B.

ARTICLE 19 - TRAINING AND EDUCATION

- 19.1** Both parties agree that training and education are essential to ensure the highest standards of service.
- 19.2** The Union will communicate to the Employer any recommendations it might have regarding training and education.
- 19.3** The Union and the Employer may jointly hold and provide training and education on issues pertaining to the workplace.
- 19.4** Subject to availability and provided the Union has given sufficient notice, the Employer will continue the practice of providing a complimentary meeting room for the Union to meet with the employees of the Employer. It is understood that any meeting held by the Union must not disrupt hotel operations.

**ARTICLE 20 - HEALTH & WELFARE/WEEKLY
INDEMNITY PLAN**

- 20.1** The Employer will contribute to H.E.R.E. Union Local 75 Health & Welfare Trust the following amount for each hour paid on behalf of each bargaining unit employee who has completed their probationary period:

Effective Date
of Ratification: \$0.86 per hour paid

Effective:
February 1, 2003 \$0.91 per hour paid
February 1, 2004 \$1.01 per hour paid
February 1, 2005 \$1.06 per hour paid

It is understood that hours "paid" includes holidays, vacation, maternity and parental leaves, jury duty, bereavement leave, disability and sickness (non-work related) and adjustments to pay cheques.

In addition, the Employer will continue to make contributions on behalf of an employee for the first month of an authorized leave of absence.

The Employer does not have to make contributions for disabled employees who are receiving benefits from the Workplace Safety and Insurance Board. The Employer will inform the Plan Administrator of any employees who are receiving benefits from the Workplace Safety and Insurance Board.

For greater clarity, the Employer is responsible for **any provincial or federal sales tax imposed on such contributions**, and any such taxes are in addition to the above contribution rates.

20.2 All Health & Welfare payments shall be calculated on each pay period contained in a month and shall be remitted to the Trust of the Health & Welfare Plan of Local 75, not later than 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 in payments.

20.4 *Plan Trustees*

The H.E.R.E. Union Local 75 Health & Welfare Plan Trustees will ensure that they act responsibly and prudently at all times.

20.5 *Review of the Employer's Payroll Records*

The Employer shall allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made pursuant to Article 20.00 of this Agreement.

20.6 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.

20.7 *Contribution Reports*

The Employer will submit to the Plan Administrator a report that shows:

- a) the pay period
- b) for each full-time employee; name, **SIN**, status (full or part-time) hours paid, department, classification, address and phone number
- c) total hours paid
- d) total contribution
- e) total taxes paid
- f) total amount of cheque

Upon request, the Employer will submit the above listed information on disk or electronically, if feasible.

20.8 *Interest on Delinquent Contributions*

The trustees of the H.E.R.E. Local 75 Health and Welfare Plan may charge interest on contributions to the Health and Welfare Trust which are overdue by more than thirty (30) days at the rate of the Scotiabank 30 day GIC rate on the first day of the month in question plus two (2%) compounded monthly.

20.9 *New Benefits*

Upon a decision of the Trustees of the H.E.R.E. Local 75 Health and Welfare Plan to change or improve benefits, the Employer will co-operate with the Plan Administrator in the introduction of any new benefit to eligible members, or change in benefits.

20.10 Sick Leave Allowance

A full-time employee qualifying for the Weekly Indemnity Benefit as established under the Health and Welfare Plan of Local 75, will receive from the Employer the equivalent of two (2) day's wages to compensate for the loss **of** wages during the specified two (2) day's waiting period. The above mentioned compensation will be granted up to two (2) time only per calendar year. Furthermore, said two (2) day shall be paid within the same period **as** the claim is submitted or at the latest on the following pay period, following notification of such claim by the Plan Administrator to the Delta Toronto East People Resources.

ARTICLE 21 - UNIFORMS

21.1 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.

The Employer agrees to conduct a regular review with respect to replacing and updating uniforms.

**ARTICLE 22 - H.E.R.E. UNION, LOCAL 75,
PENSION PLAN**

- 22.1** After completion of one (1) year continuous full time service the Employer agrees to contribute to the Pension Plan of Local 75, twenty-five (\$0.25) cents per hour worked and the employee will contribute twenty-five (\$0.25) cents per hour worked. Effective February 1st, 2003, the employer will contribute thirty (\$0.30) **cents** per hour worked and the employee **will** contribute twenty-five (\$0.25) cents per hour worked. Effective February 1st, 2005, the employer will contribute thirty-five (\$0.35) cents per hour worked and the employee will contribute twenty five (\$0.25) cents per hour worked.
- 22.2** On the fifteenth (15th) day of each month the Employer will remit the contributions stated above to Soben Management.

Article 23 - Miscellaneous

23.1 ***Municipal, Provincial or Federal Law :***

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

23.2 ***Retirement :***

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 Employer agrees to amend the normal age **of** retirement accordingly.

23.3 ***Retirement Allowance:***

For those associates whose age and service equal 75 and who choose to retire after the age of 60 shall be entitled to a lump sum payment of \$1000.00 for every 5 years of service to a maximum of \$5000.00

23.4 *Union buttons* :

The Employer **will**, following its **approval**, allow employees to wear discreet sized lapel pin identifying themselves as members of the H.E.R.E. Union.

23.5 *Bulletin boards* :

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 People Resources Director for his/her approval before being posted.

23.6 *Rehabilitation* :

The rehabilitation program is a temporary program to allow an employee to recuperate in order to be reinstated in his/her usual occupation, should he/she become temporarily unfit to fill his/her usual occupation. The Employer may place the employee in an equal or lower classification within the department which he/she is qualified to fill, notwithstanding that it may be necessary to displace a junior able-bodied employee to provide suitable employment for the affected employee.

All known particulars of each case, subject to the rules of this Article, shall be shared by the Employer and the Union prior to the implementation of the program and the employee must supply all

specifically related information requested by the Employer including any medical reports that may be required, failing which, he/she shall then be deemed to have recuperated and shall no longer be able to avail himself/herself of the program.

Furthermore, for those employees on W.S.I.B., the Employer will recognize the method of payment **as** provided for by the Act.

23.7 *Life Long Learning Fund* :

The Employer agrees to contribute one cent (\$0.01) per hour worked per full-time employee into the HERE, Local 75 Life Long Learning Fund from the date of ratification of this agreement.

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor educational functions such as seminars and workshops to be held on the Employer's premises in facilities when they are available at no charge **to** the Union.

In as much as the Union and the Employer have a joint belief in providing **support** to upgrade existing employees, the fund will be used exclusively to ensure that employees are prepared to pursue the challenges of the day to day change in the life experiences in the workplace.

23.8 *Cultural Fund*:

The Employer agrees to contribute one cent (\$0.01), from date of ratification, per hour worked per

employee into the H.E.R.E. Local 75 World **Culture** Fund of Toronto's hotel workers.

23.9 *Culinary and Maintenance Department Tool*

Allowance :

Where an employee working in either of the above stated departments, is expected to provide certain tools necessary in performing daily duties, the following will apply in the event of breakage during working hours, the Employer will, upon the recommendation of the Department Head replace said broken tool to a maximum of seventy-five dollars (\$75.00) per year for full time employees and thirty-five dollars (\$35.00) per year for part time employees for the purchase of said **tools**.

23.10 *Safety Show Allowance*

Upon receipt of the proof of purchase, the Employer will reimburse full time employees a maximum of sixty (\$60.00) per year for safety footwear, **and** part time employees a maximum of (\$60.00 once every two years for safety footwear,) providing said employee is able to demonstrate that said safety shoes need to be replaced.

The standards of safety footwear (make, colour, specific features etc.) will be set by the Employer following recommendation from the Health and Safety Committee.

It is understood that employees who have availed themselves of the provisions stated herein, must wear the safety footwear on a continuous basis while on duty.

23.11 *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 December 1st, 1999 - **\$2.00**

ARTICLE 24 - TERMINATION

- 24.1** This agreement to be effective from the date of signing the new collective agreement to January 31st, 2006, 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 31st day of January 2006 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 January 31st, 2006.

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 January 31st, 2006.

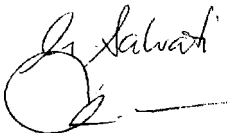
It is understood that during any negotiations, following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

On completion of negotiations for a new contract, if an agreement is reached between the Employer and the Union negotiating committee, a memorandum of

full settlement shall be drawn up and signed by the parties covering all and every amendments to the contract before the agreement is presented by the Union to the membership for ratification.

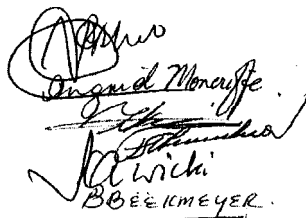
Signed in Scarborough, Ontario this 2nd day of October 2002.

For the Employer :



J. Salvati

For the Union :



Angelina Monciffe
~~[unclear]~~
BEECKMEYER

Schedule A- Wages

CLASSIFICATIONS	PRESENT RATE	DEC. 1 st 2001	AUG 1 st 2002	FEB. 1 st 2003	AUG. 1 st 2003	FEB 1 st 2004	AUG 1 st 2004	FEB 1 st 2005	AUG 1 st 2005
Housekeeping Department									
Laundry Utility	\$12.70	\$12.89	\$13.08	\$13.2	\$13.48	\$13.75	\$14.02	\$14.31	\$14.66
Housekeeper	\$12.70	\$12.89	\$13.08	\$13.2	\$13.48	\$13.75	\$14.02	\$14.31	\$14.66
Room Attendant	\$12.70	\$12.89	\$13.08	\$13.4	\$13.63	\$13.90	\$14.11	\$14.46	\$14.71
Guest services Department									
Night Bellperson (1)	\$ 9.94	\$10.04	\$10.14	\$10.2	\$10.44	\$10.54	\$10.70	\$10.81	\$10.91
Bellperson (1)	\$8.44	\$8.52	\$8.61	\$8.70	\$8.79	\$8.88	\$9.01	\$9.10	\$9.24
Doorman (1)	\$ 8.95	\$9.04	\$9.13	19.2	\$ 9.31	\$ 9.40	\$ 9.54	\$ 9.64	\$ 9.78
Cabernet Department									
Server (1)	\$ 8.44	\$ 8.52	\$ 8.61	\$ 8.70	\$ 8.79	\$ 8.88	\$ 9.01	\$ 9.10	\$ 9.24
Host/Hostess	\$11.36	\$11.53	\$11.70	\$11.88	\$12.06	\$12.30	\$12.55	\$12.80	\$13.06
Bartender (1)	\$12.68	\$12.81	\$12.94	\$13.07	\$13.20	\$13.33	\$13.53	\$13.67	\$13.88
Sagano Department									
Server (1)	\$ 8.44	\$ 8.52	\$ 8.61	\$ 8.70	\$ 8.79	\$ 8.88	\$ 9.01	\$ 9.10	\$ 9.24
Bartender (1)	\$12.68	\$12.81	\$12.94	\$13.07	\$13.20	\$13.33	\$13.53	\$13.67	\$13.88
Host/Hostess	\$11.36	\$11.53	\$11.70	\$11.88	\$12.06	\$12.30	\$12.55	\$12.80	\$13.06
Room Service Department									
Server (1)	\$8.44	\$ 8.52	\$ 8.61	\$ 8.70	\$ 8.79	\$ 8.88	\$ 9.01	\$ 9.10	\$ 9.24
Captain Server (1)	\$9.67	\$9.77	\$ 9.87	\$ 9.97	\$10.07	\$10.17	\$10.32	\$10.42	\$10.58
Order taker/Cashier	\$12.65	\$12.84	\$13.03	\$13.23	\$13.43	\$13.70	\$13.97		\$14.54
Kitchen Department									
Station Chef	\$17.48	\$17.74	\$18.01	\$18.28	\$18.55	\$18.92	\$19.30	\$19.69	\$20.08
First Cook	\$15.34	\$15.57	\$15.80	\$16.04	\$16.28	\$16.61	\$16.94	\$17.28	\$17.63
Second Cook	\$14.61	\$14.83	\$15.05	\$15.28	\$15.51	\$15.82	\$16.14	\$16.46	\$16.79
Swing Cook	\$16.11	\$	\$	\$	\$	\$	\$	\$	\$
Gardemanger	\$12.89	\$13.08	\$13.28	\$13.48	\$13.68	\$13.95	\$14.23	\$14.51	\$14.80
Apprentice	\$11.88	\$12.06	\$12.24	\$12.42	\$12.61	\$12.86	\$13.12	\$13.38	\$13.65
Helper	\$11.88	\$12.06	\$12.24	\$12.42	\$12.61	\$12.86	\$13.12	\$13.38	\$13.65
Lead Hand Cafeteria Attendant	\$12.98	\$13.17	\$13.37	\$13.57	\$13.77	\$14.05	\$14.33	\$14.62	\$14.91
Cafeteria Attendant	\$12.70	\$12.89	\$13.08		\$13.48	\$13.75	\$14.02	\$14.30	\$14.59
Stewarding Department									
Assistant Steward	\$13.07	\$13.27	\$13.47	\$13.67	\$13.88	\$14.16	\$14.44	\$14.73	\$15.02
Dishwasher	\$12.51	\$12.70	\$12.89	\$13.28	\$13.48	\$13.90	\$14.18	\$14.46	\$14.75
Kitchen Cleaner/Garbage Recycling	\$12.51	\$12.70	\$12.89	\$13.28	\$13.48	\$13.90	\$14.18	\$14.46	\$14.75

ty position

Schedule A - Wages

CLASSIFICATIONS	PRESENT RATE	DEC. 1- 2001	AUG.	FEB.	AUG.	FEB.	AUG.	FEB.	AUG.
			1 st 2002	1 st 2003	1 st 2003	1 st 2004	1 st 2004	1 st 2005	1 st 2005
Maintenance Department	\$18.61	\$18.89	\$19.17	\$19.46	\$19.75	\$20.15	\$20.55	\$20.96	\$21.38
Maintenance Person	\$16.64	\$16.89	\$17.14	\$17.40	\$17.66	\$18.01	\$18.37	\$18.74	\$19.11
Handy Person	\$11.85	\$13.51	\$13.35	\$13.55	\$13.75	\$14.05	\$14.31	\$14.60	\$14.89
Helper									
Banquets Department									
Server (1)	\$ 8.44	\$ 8.52	\$ 8.61	\$ 8.70	\$ 8.79	\$ 8.88	\$ 9.01	\$ 9.10	\$ 9.24
Head Bartender** (1)	\$ 9.78	\$ 9.88	\$ 9.98	\$10.08	\$10.18	\$10.28	\$10.43	\$10.53	\$10.69
Bartender (1)	\$ 9.78	\$ 9.88	\$ 9.98	\$10.08	\$10.18	\$10.28	\$10.43	\$10.53	\$10.69
Porter (1)	\$ 9.82	\$ 9.92	\$10.02	\$10.12	\$10.22	\$10.32	\$10.47	\$10.57	\$10.73
Head Porter (1)	\$ 9.87	E997	\$10.07	\$10.17	\$10.27	\$10.37	\$10.53	\$10.64	\$10.80
Cashier	\$10.22	\$10.37	\$10.53	\$10.69	\$10.85	\$11.07	\$11.29	\$11.52	\$11.75

(I) Signifies a gratuity position,

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).

Wage Increase Effective Dates:

Negotiated wage increases will be effective on the first day of the pay period closest to the effective date.

Shift Premium :

The Employer and the Union agree that all employees (except room service midnight server and night Bellperson) shall receive ninety cents (0.90\$) 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 B - 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.

Overtime after 44 hours per week.

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

20 covers for French Service

24 covers for Plate Service

32 covers for Buffet Service

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 servers who served the food, two percent (2%) to the porters based on a gratuity per hour times the amount of hours worked system. The remaining twenty-three percent (23%) 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 based on ten percent (10%) of the retail price.
- (d) It is agreed that seventy percent (70%) of the total amount or 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.

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 bartenders who served the beverage (including the head bartender if he/she served the beverage).

3- 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.

4- Payment of Gratuities :

(a) 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/her findings.
- (c) Banquet new hires while in training shall receive fifty percent (50%) gratuity. The determination of whether the employee is in training shall be the discretion of the Banquet Department Manager.

5- 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 A when the employee works and receives the meals, for taxation purposes.

6- 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.

7- 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 serving 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 houseperson 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) I. The capped number of full-time banquet servers that should be scheduled as full-time and in the rotation system will be six (6). Subject to a mutual agreement between the Employer and the Union full-time positions may be added.

II. It is further agreed that should, through increased volume or expanded facilities, the hotel finds it necessary to increase the cap, it may do so. The Employer will notify the Union of any increase to the cap. This increase may be subject to the grievance procedure.

III. The parties further agree that the **six** (6) full-time banquet servers covered under

Schedule **B** will be assigned **up** to forty-four (44) hours on a rotation basis with a view to equalizing the available functions, covers and income earned through the service charge where it is possible without restrictions on a VIP dinners.

Any additional hours that are required due to the business demands, will be scheduled in accordance with departmental seniority, up to forty-four (**44**) regular hours. Overtime will be paid after 44 hours per week.

- IV. The parties agree due to the potential variation of earnings caused by this rotation system that could result in a non-equal distribution of breakfast, lunches and dinners, no employee will have the right to refuse assignments other than stated in clause 7(d).
- V. In order to qualify for full-time server the employee must be available for all three shifts (breakfast, lunch and dinner).
- (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 fifty (50) covers or more silver, **dish and glass wares to be set up on a cart** before banquet staff will start to set up the function.

(i) 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 (1) 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 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.

8- *Part-time*

For scheduling and the application of seniority there shall be two (2) part-time employee lists, which shall be as follows:

- 1) Part-time employees who so indicate that they are unrestricted when it comes to their availability for work shall be put on the part-time employee list "A" in their classification in the Banquet Department. Should they subsequently refuse an assignment

they shall be put on the bottom of the part-time list “B.”

- 2) Past-time employees who limit their availability for work will be put **on** the part-time employees list “B” in their classification. Should these employees refuse 2 assignments in a six month period for which they had advised the company they were available to work, they will be terminated.

LETTER OF UNDERSTANDING (RENEWED 2002)

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

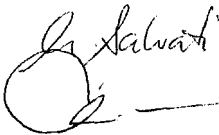
DELTA TORONTO EAST

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 cents (0.25\$) 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.

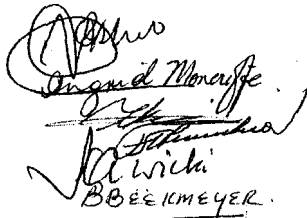
Signed in Scarborough, Ontario this 2nd day of October 2002.

For the Employer :



J. Salvati

For the Union :



Angelina Monette
BEECKMEYER

LETTER OF UNDERSTANDING (RENEWED 1999)

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

DELTA TORONTO EAST

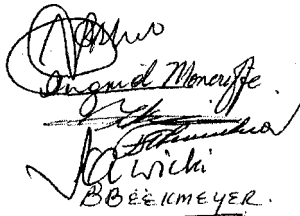
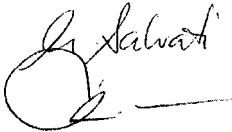
MANDATORY STAFF MEETINGS

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

Signed in Scarborough, Ontario this 2nd day of October 2002.

For the Employer :

For the Union :



LETTER OF UNDERSTANDING (2002)

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75

AND:

DELTA TORONTO EAST

TOUR BAGGAGE

All Tours will be paid according to the following Schedule:

Effective February 1, 2003: **\$2.10** per bag in and out

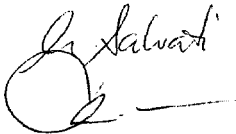
Effective February 1, 2004: **\$2.20** per bag in and out

Effective February 1, 2005: **\$2.30** per bag in and out

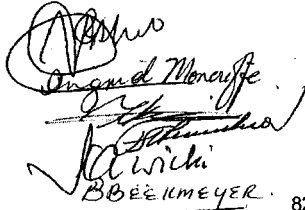
Notwithstanding the above, the parties agree that this will not affect those tour contracts signed prior to the ratification and signing of this agreement. It is further agreed management will make every effort within reason to contract, subject to this formula.

Signed in Scarborough, Ontario this 2nd day of October 2002.

For the Employer :



For the Union :



BRUCE MEYER

LETTER OF UNDERSTANDING (RENEWED 2002)

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION. LOCAL 75

AND:

DELTA TORONTO EAST

The following agreement has been made without prejudice and or precedent in this or any other matter.

HOUSEKEEPING/LAUNDRY AM/PM SHIFTS DURING LAY OFF

A. *For purpose of the p.m. shift in the Laundry-Housekeeping Department only.*

It is understood and agreed that prior to an employee exercising any rights pursuant to Article 14.2, 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 14.2, 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.

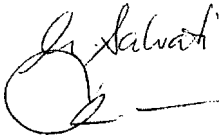
C. *For purposes of the day and p.m. shift.*

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 14.2.

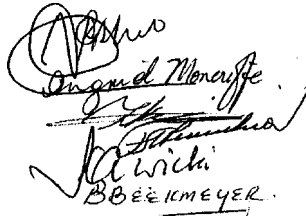
This agreement will commence forthwith and shall be renegotiated during the same period as the Hotels Collective Agreement.

Signed in Scarborough, Ontario this 2nd day of October 2002.

For the Employer :

A handwritten signature in black ink, appearing to read "J. Salvati". The signature is written in a cursive style with a large loop at the beginning.

For the Union :

A collection of handwritten signatures in black ink. At the top is a large, stylized signature. Below it, the name "Angus Monaghan" is written in cursive. Underneath that, there are several other signatures, including one that appears to be "A. Wicki" and another that reads "BEECKMEYER" in all caps.

LETTER OF AGREEMENT

Contracting Out

BETWEEN

**DELTA TORONTO EAST
(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
A.F.L., C.I.O. AND C.L.C., O.F.L.
(HEREINAFTER REFERRED TO AS THE UNION)**

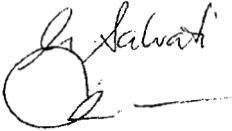
**THE FOLLOWING AGREEMENT HAS BEEN MADE WITHOUT
PREJUDICE AND OR PRECEDENT IN THIS AND/OR A NAY OTHER
MATTER.**

No employee employed on the date of signing of the new collective agreement shall be laid off during the term of this agreement, as a direct result of the employer contracting out any work currently performed by present employees.

The foregoing limitations shall not apply to any work that is currently contracted out. It is further understood that the letter of understanding shall expire with the termination of the collective agreement.

Signed in Scarborough, **Ontario** this 2nd day of October 2002.

For the Employer :



J. Salvati

For the Union :



Angelina Monette
~~J. Wicki~~
J. Wicki
BBEUMYER.

LETTER OF UNDERSTANDING

BETWEEN

**DELTA TORONTO EAST
(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

AND

**THE HOTEL EMPLOYEES AND RESTERAURANT EMPLOYEES
UNION, LOCAL 75, OF THE HOTEL EMPLOYEES AND
RESTAURANT EMPLOYEES INTERNATIONAL UNION
A.F.L., C.I.O. AND C.L.C., O.F.L.
(HEREINAFTER REFERRED TO AS THE UNION)**

Room Service

The employer agrees that on the guest cheque it shall show a suggested gratuity of 15%, with the understanding that non-payment of all or any service charge to the Employer by the guest will be recoverable from the employee(s).

LETTER OF UNDERSTANDING

BETWEEN

**DELTA TORONTO EAST
(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

AND

**THE HOTEL EMPLOYEES AND RESTERAURANT EMPLOYEES
UNION, LOCAL 75, OF THE HOTEL EMPLOYEES AND
RESTAURANT EMPLOYEES INTERNATIONAL UNION
A.F.L., C.I.O. AND C.L.C., O.F.L.
(HEREINAFTER REFERRED TO AS THE UNION)**

Housekeeping

**The sum of one dollar (\$1.00) for the combination of
setup/take-down of a cot by the Houseperson and one
dollar (\$1.00) for the Room Attendant for the make-up of a
cot will be paid effective date of ratification.**

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