

# Collective Agreement

Between

Le Royal Meridien King Edward Hotel

and

Unite Here Ontario Council  
Local 75

Begins:

Terminates:  
01/31/2006

06495 (07)

Source:  
Employees:  
Received by:  
Date:

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**LE ROYAL MERIDIEN KING EDWARD HOTEL  
COLLECTIVE AGREEMENT**

**ARTICLE 1 – PURPOSE**

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement and to provide efficient operation of the Company's business.

Now, therefore, the Company and the Union agree as follows:

**ARTICLE 2 – RECOGNITION AND SCOPE**

The Agreement shall apply to all full-time regular employees of the Company whose classifications or groupings are listed in the schedule attached hereto (Article 24).

2.01 The Company acknowledges that the employees in the bargaining unit, save and except supervisors, persons above the rank of supervisor, management trainees, office, clerical and sales staff, reservation staff, audit staff, general cashier, security staff and coat check have selected the Union as their sole bargaining agent, with respect to matters arising under this Agreement.

2.02 The term "employee" or "employees" whenever herein used shall mean only those employees as described in Article 24 Wage Rates.

(a) All employees who regularly work twenty-four (24) hours or more in any *one* week will be classified as full-time regular employee of the Company.

(b) "Part-time employee" means an employee employed in the bargaining unit described in Article 24 who regularly works less than twenty-four (24) hours per week.

(c) For the purposes of greater clarity, an employee shall only move from part-time to full-time status where:

i) they have been the successful applicant for a full-time position; or

ii) a part-time employee occupying a position covered by the bargaining unit may, not more than three (3) times in any calendar year, request in writing to have their status verified. After verification, should said employee have averaged twenty-four (24) or more hours a week over a four (4) consecutive monthly period within the same classification, within the same department, they shall then be classified as full-time provided they are available to work up to forty (40) hours per week.

iii) Should the employee move from part-time to full-time status, the employee will be placed on the bottom of the full-time seniority list.

iv) Should a full-time employee choose to change to part-time status (and there is a position available per Article 8.09), the employee classification seniority date will be transferred directly onto the part-time **list**.

v) Employees working part-time hours in two (2) or more departments, whose total hours exceed twenty-four (24), pursuant to (ii) above, will be entitled to full-time benefits.

2.03 Articles 22 and 26 shall not apply to part-time employees classifications except where specified in such.

2.04 The Union and the Company agree that employees who are not covered under the scope will not be normally scheduled to work and perform duties under any of the classifications unless in an emergency.

2.05 The Company shall ensure that any new hires within the reference existing scope of the bargaining unit resulting from the creation of new work areas shall become Union members and shall enjoy the appropriate rates of pay for the classifications concerned and benefits.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Union acknowledges and agrees that the Company shall continue to reserve all rights, powers and authority to manage the Company and to direct the work force. Without restricting the generality of the foregoing, such right of the Company shall include the right to:

(a) Instruct and direct employees in their duties and responsibilities;

(b) Control the use of buildings, equipment, utensils, machinery, tools, material, instruments, clothing, uniforms and all other articles or things belonging to the Company;

(c) Formulate policies, rules and regulations;

(d) Maintain order and discipline, to hire, promote, transfer, demote, classify, lay off, recall, retire, suspend or discharge or otherwise discipline employees for just cause;

(e) Determine where in what manner, at what time and under what conditions employees in the bargaining unit perform their duties;

(f) Limit, suspend or cease operations, subcontract or make necessary arrangements due to a change in the Company's policies;

(g) Manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to plan, direct and control operations, to direct the work forces, to determine the number of personnel required from time to time to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standard of performance, to select, procure and control supplies, materials, products, and produce, to determine the extension, limitation or curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement.

(h) 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 Company has so exercised these rights shall be the proper subject matter for a grievance.

#### **ARTICLE 4 – RELATIONSHIP**

- 4.01 The Company and the Union agree that there will be no discrimination, interference, or restraint exercised or practiced by either of them or their representatives or members because of an employee's Union activity.
- 4.02 The Union undertakes that no Union activity shall be carried on in the premises except as other wise provided herein with respect to visits by Union officials.
- 4.03 Properly authorized representatives of the Union shall be permitted to enter the premises at all reasonable time for the purpose of interviewing employees and investigating working conditions that may affect the members. Notice upon entering shall be given to the Human Resources Director or another member of management as designated by the Company. The properly authorized representatives will advise the member of management as to the general purpose of the visit. It is understood that such representatives will in no way interfere with the duties of an employee or disturb them in the performance of their duties, bearing in mind that the Union representatives have regular duties to perform on behalf of all parties to this Agreement.
- 4.04 The Company and the Union agree that there will be no discrimination or harassment in the workplace that is contrary to the provisions of the Ontario Human Rights Code R.S.O. 1990, as amended.

#### **ARTICLE 5 – UNION SECURITY / UNION OFFICE**

- 5.01 The parties hereto agree to compulsory check off for all employees who come within the scope to which the Agreement applies. All deductions shall be collected from the employees each pay period.



- 5.02 Any new employee who is required to be a member of the Union and who refuses to become a member of the Union in their first pay period, shall be discharged by the Company upon receipt of official notice in writing from the Union to the Company.
- 5.03 The Company and Union agree that no officers of the Company 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 that the Union will not prevent the Company from maintaining an adequate and qualified work force, or services to the guests, or infringe on the Management Rights Article as spelled out in the Agreement.
- 5.04 Nothing in the Agreement shall be construed as limiting to any degree the right of the Company to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the scales; such wages 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 classifications concerned.
- 5.05 The Company will administer its employees rating plan referred to in Article 5.04 to promote the development of employees, and not in any way as a means to undermine the collective bargaining position of the Union.
- 5.06 The Union shall notify in writing, with a copy to the Company, any individual who has been suspended, expelled or declared to be not in good standing. The Company will discharge said employee automatically seven (7) days after receipt of the Union notice, unless:
- i) The employee's status becomes acceptable to the Union during this period; or
  - ii) The employee makes a claim in writing to the Company that the Union's action is unjust and that they request the matter to be taken up through the grievance procedure of this Agreement.
- 5.07 The Company agrees to deduct from all employees each pay period the amount set by the Local Union and International Convention. The

Union agrees to provide the Company with reasonable notice of any change thereof.

5.08 (a) The Company agrees to deduct initiation fees and Union dues upon receipt of a signed authorization by an employee on the following pay period. Such authorization is to be completed and signed by the employee on the 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 Company by the Union.

(b) All sums deducted, together with the record of those from whom deductions have been made, including social insurance numbers, addresses, date of hire, date of birth, and job classification, shall be forwarded to the treasurer of the Local Union not later than the fifteenth (15<sup>th</sup>) day of the month following the deductions. 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.

5.09 Union dues shall be remitted by the Company to the Union with a list of employees from whom the deductions have been made on or before the last calendar date of the month following that in which the collections are made. The Union shall indemnify and save harmless the Company from all claims, demands, actions or causes of action which may arise out of or are in any way connected with the collection of Union dues in accordance with the terms of this Article.

5.10 The Union shall indemnify and save harmless the Company against any and all suits, actions, cause or actions, claims and demands or any other form of liability arising as a result of any action taken by the Company for the purpose of complying with this Article.

5.11 The form of check-off authorization to be supplied by the Company is attached to this Agreement as Article 27.

5.12 At the same time that income tax T-4 slips are made available, the Company shall type on the slip the amount of Union dues paid by each Union member in the previous year.

## **ARTICLE 6 – SHOP STEWARD**

6.01 The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of Shop Stewards, one of which would be the Chief Shop Steward for the Hotel to assist employees in presenting their grievances to the representatives of the Company. The number of such Stewards and the departments within which each one is to function is determined by the schedule attached hereto:

- 6.02                   Housekeeping (1)  
                          Uniform Services / Front Desk/Switchboard (1)  
                          Food Preparation/Stewarding (1)  
                          Food Service/Beverage Service/Room Service/Mini Bars (1)  
                          Engineering/Doormen (1)  
                          Banquets (1)

The Company will advise the Shop Steward of any new hire in their area.

6.03 The Union will inform the Company in writing of the identity of the Shop Stewards and the Company shall not be obliged to recognize such Stewards until it has been so informed.

6.04 No Shop Steward, Union Committee member or Union official employed by the Company shall leave their work duties in order to attend Union business without first obtaining permission from their supervisor, and advising as to the general purpose and expected duration of the absence. Such permission shall not be unreasonably denied. Upon their return to their duties, they shall give any explanation reasonably required by their supervisor to explain the duration of their absence, in the event that the absence exceeds the initial request.

In accordance with this understanding, the Company will compensate such employees *for time* spent in negotiating with the Company, in handling grievances of employees and attending meetings of the grievance committee at their regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours.

- 6.05 Where a Shop Steward, Union Committee member or Union official employed by the Company is temporarily absent with permission as aforesaid they shall receive their regular straight time rate of pay during such period of absence, provided that the Company shall not be obliged to make any payment for time spent by a Steward, committee member or Union official outside their working hours.
- 6.06 Union Stewards appointed in accordance with the provisions of the Collective Agreement and having at least one year seniority shall not be sent home or laid off because of lack of work so long as they are capable and have the skill and ability to perform any work available in their respective departments.
- 6.07 It is mutually agreed that employees shall not be eligible to serve as Shop Stewards or members of the Union Committee until after they have become permanent employees, and have been on the seniority list for a minimum of one year.
- 6.08 The Union acknowledges that Shop Stewards, members of Union Committees and Union officials have regular duties to perform on behalf of the Company, 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.
- 6.09 All Shop Stewards will be granted three (3) hours per month educational leave paid by the Company. The Union will provide the Company with a minimum of two (2) weeks written notice.

It is recognized that Shop Stewards in a department represent classifications in that department under the Union scope of the Collective Agreement and that parties agree that where Shop Stewards are appointed in accordance with the provisions of the Collective Agreement and they have at least one (1) year's seniority, they shall not be sent home or laid off because of lack of work, except where all the employees in their department have been laid off. In the event this provision is applied it is understood that the employer will have the right to lay off the remaining employees in accordance with their seniority in that department or outlet. It is further agreed that at no time will Union Steward seniority supersede that of their immediate supervisor.

6.10 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than six (6) employees along with full-time business representative of the Local Union. the Company will recognize and deal with the committee with respect to any matters which properly arise from time to time during the term of this Agreement, and the committee will co-operate with the Company in the administration of the Agreement.

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 modification of this Agreement at the proper time as provided for herein. In accordance with this understanding, the Company will compensate such employees for time spent in negotiating with the Company, at their regular rate of pay, and that this does not apply to time spent on such matter outside of regular working hours.

#### **ARTICLE 7 – NO STRIKES / NO LOCKOUTS**

7.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, as defined by the Ontario Labour Relations Act, and the Company agrees that there will be no lockout.

7.02 The Union further agrees that it will not involve the Company in any dispute which may arise between any other employer and the Union and the employees of such other employer.

7.03 The Company whenever possible, will provide safe working conditions in the event of any dispute that may arise between any other employer during the life of the Agreement, provided however, that subject to the above, employees work each and every scheduled workday occurring during this Agreement regardless of any labour strike or problems confronting the Company or any other employers.

## **ARTICLE 8 – SENIORITY**

8.01 (a) The Company recognizes departmental seniority rights within each classification for the employees covered under this Agreement.

(b) New employees will be considered probationary employees for the first fifty (50) working days worked. It is recognized that a period of probation is a period during which the Company has the right to assess an employee to determine whether such employee is, in the sole opinion of the Company, acceptable for employment. Notwithstanding any other provision of this Collective Agreement, probationary employees may be terminated for reasons less serious than a seniority employee, including, without limitation, performance deemed inadequate by management or failure to get along with fellow employees and/or supervisor and management staff.

8.02 Seniority lists based upon the date on which employees commenced to work in the Hotel shall be established for each department, indicating employees' job classification, and will be supplied to the Union.

(a) When by reason of physical infirmity or other disability an employee becomes unfit to discharge the duties of their occupation, they may be removed from the seniority list of such occupational classifications after a period of twenty-one (21) weeks (Short Term Disability Period). Should a position open, within the twenty-one (21) week period (Short Term Disability Period), which they could perform, they will be offered that occupation.

(b) Should an employee be injured on the job and be collecting Workers' compensation, the employee will be kept on the seniority list for twelve (12) months. This provision will apply only when the employee has shown diligent care in recovery and proper medical certificates have been presented to the Company demonstrating rehabilitation.

(c) Should it be found that an employee is receiving Workers' Compensation benefits and is working elsewhere, the Company will have the right to terminate the employee's employment for cause.

8.03 When an employee is transferred to another department in the bargaining unit, they shall retain house seniority. Unless the transfer is of a temporary nature, for the trial period of thirty (30) working days or less, they must start accumulating seniority in that new department. When the transfers are for less than the trial period of thirty (30) working days and the employee is returned to the original department within that period of time, the seniority for that employee will continue to accumulate in the original department during the employee's absence.

8.04 **Temporary Transfers:** In the event an employee is assigned to a job other than to which they are permanently assigned for a minimum of one hour or more, they shall receive their own rate or the rate of the job to which they are assigned, whichever is higher, for all hours worked in the assigned position.

An employee cannot be transferred or assigned to a job outside their 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 breakdown beyond the control of management.

8.05 Department Seniority will be the governing factor in cases of promotions, demotions or upgrading of employees where all other factors including skill, ability and efficiency are equal.

- i) (a) House Seniority: applies to benefits
- (b) Departmental Seniority: applies to vacation preference
- (c) Departmental classification seniority applies to entitlements such as who gets choice of available days off, available weekly shifts and layoffs.
- ii. Where it is necessary to reduce the work force in a department, job classification seniority will be the guiding factor.

When recalling employees to work after a layoff, they shall be recalled in inverse order to that which they were laid off.

- iii) In the case of a layoff in any one department, for a period that exceeds two normal work weeks, the employee with the most seniority will have the right to bump the employee with the lesser seniority in a lower classification, providing they are willing to do the job, and they have the skill, ability and efficiency to do the job of that employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply.

It is agreed that no fault position will exist if the term of layoff, and its subsequent effects as described in the above paragraph should vary due to the peculiarities of the Hotel industry.

Should this provision be applied it is understood that each department, and each food and beverage outlet will stand on its own as a department.

- iv) Part-time employees have Seniority only within the part-time classification. Part-time employees are subordinate to full-time employees.

8.06 Employees who are laid off will be retained on the Company's seniority list for a period of twenty-six (26) weeks after which they may be struck from or be retained on the list with the consent of the parties to this Agreement which shall not be unreasonably withheld.

8.07 It shall be the duty of the employee or laid off person to notify the Human Resources Director promptly in writing of any change in their address or telephone number. If an employee or laid off person shall fail to do this, the Company shall not be responsible for the failure of the notice to reach them and any notice which appears on the employee's personnel records shall be conclusively deemed to have been received by the employee or laid off person on the third day after it was sent.



- 8.08 Unless an employee signifies their intention to return to work within five (5) days after being recalled, their name shall be passed over and unless within ten (10) days after being recalled they report to work or give a legitimate reason for being unable to do so, they shall be struck off the seniority list.
- 8.09 When there is a promotion within the bargaining unit preference will be given to the employee with the greatest departmental seniority, where all things are equal provided that the employee in question, in the judgment of the Company has the aptitude, knowledge, efficiency, competence, reliability and qualifications.
- 8.10 An employee's employment shall be deemed to be terminated by the Company if the employee:
- i) Quits or voluntarily resigns.
  - ii) Is discharged for cause and is not reinstated through the grievance procedure.
  - iii) Is absent from work for more than three (3) working days unless a satisfactory reason is given to the Company.
  - iv) Uses an authorized leave of absence for a purpose other than for which it was granted.
  - v) Is absent because of accident or illness in excess of three (3) days and fails to provide medical proof if so requested.

#### 8.11 ***Subcontracting and Department Closures***

In the event that the Company:

- (a) determines that it is necessary to subcontract work presently in the bargaining unit that results in the affected employee losing their position; or
- (b) closes a department or room or renovates with the result that a bargaining unit employee would lose their position; then the following will occur:
  - i) the Union and the employee will be provided with a minimum of sixty (60) days notice (inclusive of any

obligations under the Ontario Employment Standards Act R.S.O. 1990, as amended) in writing of such change;

ii) the Company will, at the request of the Union, meet prior to the implementation of the change to determine ways of limiting the adverse effects on affected employees, if any, to review pertinent information and to consider reasonable alternatives which may be in keeping with budget and/or time constraints, if any;

iii) without limiting the outcome of (ii) above, an employee who is displaced as a result of the change referred to above will first be offered available alternate employment within the bargaining unit if a position is available and the employee has the skill and ability to perform the required work. Where skill and ability are equal between affected employees, then seniority shall be the governing factor.

iv) if no suitable position is available, the affected employee shall have the following options:

- (a) apply for an available vacant position for which they may be trained in-house for, within a reasonable time period; or
- (b) remain on the seniority list for a period of twenty-six (26) weeks and be subject to recall for any employment for which they are qualified. Employees who are not recalled shall receive severance pay in accordance with the Ontario Employment Standards Act R.S.O. 1990, as amended; or
- (c) elect to accept severance pay which shall be based upon one (1) weeks pay for each twelve (12) months of completed service for an employee with less than ten (10) years of service; and for an employee with ten (10) years or more service, severance pay shall be based upon two (2) weeks pay for each twelve (12) months of completed service, inclusive of any entitlement under the Ontario Employment Standards Act R.S.O. 1990, as amended, and be removed from the seniority list.

One of the above must be selected by the affected employee no later than ten (10) calendar days prior to the change.

v) Prior to the subcontractor commencing operations, the Company will arrange a meeting between the Union and any contractor, that as a result of its activities within the Hotel, will displace a bargaining unit employee.

### **ARTICLE 9 – GRIEVANCE PROCEDURE**

A grievance is defined as a question involving the application, interpretation, administration or alleged violation of any of the provisions of this Agreement.

- 9.01 It is the mutual desire of the parties hereto that complaints of employees shall be resolved within seven (7) days of incident and it is generally understood that an employee may not file a grievance until they have first given their department head an opportunity to resolve their complaint within the said seven (7) day period. The employee shall be accompanied by their department Steward if they request such assistance.
- 9.02 In the event that a grievance of an employee does not proceed within the specified time limits provided for in this Article, the grievance shall be deemed to be abandoned. In the event that the Company does not process an employee's grievance within the specified time limits, the employee shall be entitled to submit the grievance to the next step of the grievance procedure, or arbitration, as the case may be.
- 9.03 If such complaint or question is not settled to the satisfaction of the employee concerned within seventy-two (72) hours or within any longer period which may be mutually agreed upon at the time, then the following steps of the grievance procedure may be invoked in order.
- 9.04 A grievance by an employee shall be processed in the following manner:

**Step 1:** The department Steward shall state the grievance of the employee, or employees in writing, and shall deliver a copy to the immediate department head of the employee concerned. After such

discussion as is necessary, the department head shall state their decision or their refusal to make a decision in writing with appropriate reasons, and deliver a copy to the department Steward within seventy-two (72) hours.

**Step 2:** The department Steward shall then take up the grievance at a meeting with the Chief Steward or Assistant Chief Steward; and those representatives, after appropriate discussion, may take up the matter at a meeting between the Union Representative and the Human Resources Director or their designate and the department head. This latter meeting shall be held within five (5) working days of delivery of the department head's response in Step 1, or at such other time as is mutually agreed upon.

If the grievance is not settled within seventy-two (72) hours, or within any longer period which may be mutually agreed upon at the time, after the Union Representatives have met with the Human Resources Director or their designate and the department head, then Step 3 of the grievance procedure shall be taken within five (5) working days or at such other time as mutually agreed upon.

**Step 3:** A meeting shall take place between the Union Representative and the Human Resources Director or their designate together with other management representatives. At this meeting, the Union Representative of the Local Union shall be present. If the grievance is not then settled to the satisfaction of both parties within a period of seventy-two (72) hours, or within any longer period as may be mutually agreed upon at the time, then, at the request of either party to this Agreement, the grievance may be referred to arbitration.

If arbitration is to be invoked, the request for arbitration must be made in writing within seven (7) days after the grievance has been dealt with in Step No. 3.

- 9.05 **Union Grievance:** If an employee or group of employees has a complaint or grievance, but fail to take up the complaint or grievance or exercise the general grievance procedure, the employer acknowledges the Union right to make representation on their behalf, within a thirty (30) day period of such incident.

If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the steps of the grievance procedure of an employee.

All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such cases.

- 9.06 **Management Grievances:** It is understood that the management may bring forward at 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 any employee.

It is agreed between the parties that it will not be necessary to hold regular scheduled meetings, provided that the parties may mutually agree to hold a special meeting at any time.

#### **ARTICLE 10 – ARBITRATION**

10.01 Written notification of an intent to arbitrate a grievance shall be given by one party to this Agreement to the other within seven (7) days after the grievance has been dealt with in Step 3 of the grievance procedure.

10.02 No matter may be submitted to arbitration which has not been properly carried through all previous stages of the grievance procedure.

10.03 The parties agree to appoint a sole arbitrator to hear grievances in the following manner:

A request for arbitration shall be made in writing by one party or the other, and such request shall contain the names of three (3) arbitrators acceptable to it as arbitrator. The written request shall include a statement of the relief being sought. The recipient of the notice shall, within five (5) days of its receipt, either inform the other party in writing that one (1) of the arbitrators named in the notice is acceptable as arbitrator, or submit three (3) additional names of arbitrators acceptable to it.

If the parties are unable to agree on the selection of an arbitrator from among the names of arbitrators so submitted or, from among any additional names of arbitrators submitted, then the parties shall jointly request the Ontario Minister of Labour to appoint an arbitrator in accordance with the Ontario *Labour Relations Act*. The decision of the Minister of Labour shall be final and binding on the parties.

10.04 The arbitrator has those powers as provided for under the Ontario Labour Relations Act and such other powers as provided for in this Agreement.

10.05 The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, to make any decision inconsistent therewith, nor to deal with any matter not covered by this Agreement.

10.06 The parties will jointly bear the fees and expenses of the arbitrator appointed pursuant to Article 10.03.

#### **ARTICLE 11 – DISCHARGE CASES**

11.01 A claim by an employee that they have been discharged unjustly from their employment shall be treated as a grievance, if a written statement of such claim is lodged with the Human Resources Director within five (5) calendar days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

11.02 When an employee's employment has been terminated without notice, they shall have the right to interview their Shop Steward for a reasonable period of time before leaving the premises. If the employee's Shop Steward is not available, they may choose a Shop Steward who is available. If the circumstances surrounding the termination of the employee's employment require that they be removed from the premises immediately upon termination of employment, arrangements will be made for an interview for a later date.

11.03(a) Employee warning notices will be taken from the employee's file after one (1) year, provided there have been no offenses of any

nature within the year. For greater clarity, a warning will not be removed for a period of one year from the offense.

(b) Employee suspensions will be taken from the employee's file after two (2) years, provided there have been no offenses of any nature within the two (2) years.

(c) Employees will be granted access to their personnel file. Twenty-four (24) hours of advance notice must be given and the employee must be accompanied by a Union Steward and the General Manager's designate. The meeting will take place during regular administration business hours. Should the employee wish to remove or alter any contents of their file other than provided for elsewhere in the Contract, the grievance procedure must be invoked.

#### **ARTICLE 12 – LEAVE OF ABSENCE**

12.01 Leaves of absence without pay and benefits as herein provided shall be in writing and granted at the Company's discretion. Any person who is absent with written permission shall not be considered laid off, and their seniority shall continue to accumulate. An employee who works for another employer while on a leave of absence as herein provided shall be deemed to have terminated their employment, provided that such proof of employment can be produced by the Company.

12.02 Requests for leave of absence must be made to the Human Resources Director at least two (2) weeks prior to the desired date of commencement of such leave and must indicate the length of leave requested and the reason for requesting the leave. The Company's reply will be given to the employee in writing within seven (7) days following receipt of the request.

12.03 It is understood that employees on leave of absence will not use the time granted for purposes other than as declared in their request for such leave. Violation of this Article will be just cause for dismissal.

12.04 Any employees elected or appointed to a full-time executive position within the Union will be granted a leave of absence without pay and benefits as herein provided for a period of one (1) year. Once the leave is granted the Company will be notified two (2) months in

advance of the return to work. In the event that during the one (1) year leave it becomes clear that the employee will not be returning to work, the Union will notify the Company and the employee's employment with the Company will terminate at that time.

#### **ARTICLE 13 – BULLETIN BOARDS**

13.01 The Company will provide access to bulletin boards at the employee's entrance of the Hotel and in the cafeteria for the convenience of the Union for posting notices of Union activities.

All such notices must be signed by the proper Union officer of the Local Union, and submitted to the Human Resources Director for their approval before being posted. Such approval will not be unreasonable denied. Any notices which have not been approved will be removed from the bulletin boards.

13.02 Upon permission of the Human Resources Director, Union notices will be granted access to departmental bulletin boards. This permission will not be unreasonably withheld.

#### **ARTICLE 14 – UNIFORMS, TOOLS, EQUIPMENT AND LOCKERS**

14.01 In the event that an employee loses their uniforms, tools or equipment that were supplied to them by the Company, or fails to return them, the cost of the uniforms, tools or equipment will be deducted from the wages of the employee.

14.02 Uniforms remain the property of the Company. Employees are prohibited from wearing uniforms except when engaged in the service for which they are supplied. Any damage resulting to the uniform through wearing them on other occasions shall be charged against the employee.

14.03 Employees shall be responsible for wearing the uniform distributed to them. Colour and style of accessories (i.e. socks, stockings, jewelry, shoes) and the policies regarding the wearing of such shall be determined by Company policy.

14.04 Locks and lockers are the property of the Company. All lockers are subject to inspections without notice. The Company is not



responsible for any property kept in the staff lockers that is not the property of the Company. The Company agrees that at no time will inspections take place unless a minimum of two persons are present, one of which will be a Union Shop Steward. If an individual locker outside a general inspection must be opened, a Shop Steward will be present. If one is not available, then an available Union employee will be present.

14.05 Special style of clothing, if required by the Company, shall be furnished, laundered, cleaned and kept in repair by the Company at no cost to the employee, and the Company agrees to maintain adequate and clean facilities for the special style of clothing.

14.06 Employees working in the Maintenance and Kitchen department are expected to provide certain tools necessary to perform daily duties. The employer agrees to provide a tool allowance of eighty-five dollars (\$85) per year for the purchase of said tools. Entitlement will apply to full-time employees with greater than one (1) year of seniority as of 1<sup>st</sup> February of each year, excluding apprentices.

14.07 The Company agrees to provide a shoe allowance of sixty dollars (\$60) to each non-probationary full-time bargaining unit employee, per annum. It is agreed that the shoes must meet the type and style approved by the Company. Employees must present the receipt to Human Resources in order to be reimbursed.

#### **ARTICLE 15 – MEDICAL CERTIFICATE**

15.01 An employee remaining *off* duty, claiming sickness, will if requested by the Company, only after three (3) days, be required to produce a medical certificate supporting the cause of absence. The Company, however, retains the right to request a medical certificate should a pattern of frequency appear to develop. Furthermore, the Company reserves the right to require an employee to obtain a medical certificate from a doctor appointed by the Company before returning to work.

#### **ARTICLE 16 – PERSONAL HYGIENE AND GROOMING**

16.01 It is understood and agreed that all employees will attend to their personal hygiene and undertake to groom themselves while on duty,

to the standards set out by the Company. The purpose of this Article is to ensure that all employee uphold the image of the Company.

**ARTICLE 17 – TERMINATION OR MODIFICATION**

17.01 This Agreement shall be in effect from 1 February, 2003 and continue in effect until 31 January 2006 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days or not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

17.02 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiration date, it shall expire, unless it is extended for a specified period by mutual agreement of the parties.

17.03 On completion of the negotiations for a renewed or amended Agreement, if an Agreement is reached between the Company and the Union negotiating committees, a memorandum of full settlement shall be drawn up and signed by the parties covering all and every amendment before the Agreement is presented by the Union to the membership for ratification.

17.04 Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Company.

**ARTICLE 18 – HEALTH AND WELFARE**

18.01 The Company will, starting with the first (1<sup>st</sup>) day of the first pay period following the date stated herein, contribute to the HERE Union Local 75 Health and Welfare Trust the following amount for each hour paid on behalf of all eligible full-time employees and part-time employees of the bargaining unit who have completed their probationary period:

**For full-time employees:**

Effective 7 July 2004 ..... one dollar and ten cents (\$1.10) per hour

Effective 1 February 2005...one dollar and fifteen cents (\$1.15) per hour

**For part-time employees:**

Effective 7 July 2004 ..... one dollar and one cent (\$1.01) per hour

Effective 1 February 2005.....one dollar and six cents (\$1.06) per hour

Effective 1 July 2002, the Company agrees to increase its contribution in order to maintain the appropriate rates as determined by the Trustees of the HERE Local 75 Health and Welfare Trust for the Enhanced Health and Welfare Plan. Any increase will be to a maximum of five cents (\$.05) additional per hour paid and will be notified to the Company by the Union.

18.02 It is understood that "hours paid" shall include the following:

a) Total amount of contribution on the following:

- statutory and paid holidays
- vacation time
- adjustment in hours from previous pay period
- for the length of pregnancy leave, as per ESA
- for the length of parental leave, as per ESA
- non-work related disability and/or sickness from the date of the accident or beginning of sickness, provided that the employee is fully incapacitated and is in receipt of weekly indemnity covered by the HERE Union Local 75 Health and Welfare Plan

b) As per the provision of (a), stated herein, and subject to confirmation from the Plan Administrator, for the purposes of calculation, the present method shall be used in the following situation:

**Vacation**

Total vacation divided by the base hourly rate equals the total number of hours to use in the computation of the Company's contribution to the "Plan".

**Maternity/Parental Leave**

The Company will, using the same number of weeks as E.I., establish the average of the weekly number of hours to use in the computation of the Company's contribution to the "Plan".

**Non-Work Related Disability and/or Sickness**

The Company will, using the same number of weeks as E.I., establish the average of the weekly number of hours to use in the computation of the Company's contribution to the "Plan".

- 18.03 All Health and Welfare payments shall be calculated for each hour paid, as stated in Articles 18.01 and 18.02 (a) and (b) above, on each pay period contained in a month and shall be remitted to the Trust of the Health and Welfare Plan of Local 75 not later than the fifteenth (15<sup>th</sup>) day of the following month.
- 18.04 The Company will be responsible for loss of benefits to any employee because of any Company default action in payments. Its responsibility and liability will terminate at the time it remits the amounts payable to the Trust of the Health and Welfare Plan of Local 75. The Health and Welfare Plan Trustees will ensure that they act responsibly and prudently at all times.
- 18.05 For greater certainty, the Company is responsible for any provincial sales tax imposed on such contributions, and any such taxes are in addition to the above contribution rates.
- 18.06 Family coverage as specified in the Health and Welfare Plan of Local 75 shall include common law spouse as determined by the Plan (meaning the status of living with a person of the same or opposite sex in a conjugal relationship outside of marriage throughout the immediate preceding twelve (12) months).
- 18.07 The Company shall allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made pursuant to Article 18, dealing with contributions to the Health and Welfare Plan.
- 18.08 In the event that the Trustee intends to review the Company's payroll records, the Union shall first serve written notice on the Company in order to reach an agreement on the date of said review. Said review shall be conducted within a reasonable period of time following the receipt of said advance notice by the Company.

### **ARTICLE 19 – PENSION PLAN**

19.01 Effective 1 February 2002, the Company will pay for all full-time employees thirty-five cents (\$.35) per hour worked. In order to make this applicable, each employee will pay twenty-five cents (\$.25) per hour worked.

Effective 1 February 2005, the Company will pay forty cents (\$.40) per hour worked, and the employee will pay thirty (\$.30) per hour worked.

### **ARTICLE 20 – MUNICIPAL, PROVINCIAL OR FEDERAL LAW**

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

### **ARTICLE 21 – SAFETY AND HEALTH**

21.01 The Company and the Union agree that they will mutually co-operate and maintain reasonable standards of safety and health in order to prevent injury and illness.

21.02 An employee who is required by law to submit to a medical examination, shall not be compensated for any loss of income by the Company. An employee who is required by the Company and not by any law to submit to a medical examination during working hours shall be paid at their straight time hourly rate for a reasonable amount of time spent in attending to such examination.

21.03 If any employee upon being so examined is found not to fulfill the medical requirements for their 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. Their employment may be terminated and such termination may be the proper subject matter for a grievance within the meaning of this Agreement and shall be arbitrable.

21.04 The parties agree to maintain a health and safety committee consisting of at least four (4) employees chosen by the Union and at

least four (4) members chosen by the Company. The committee will consider health and safety issues in the workplace and, where applicable, make recommendations thereon.

21.05 The Company and the Union agree to comply with the health and safety legislation as set forth in the Ontario Occupational Health and Safety Act R.S.O. 1990, as amended.

## **ARTICLE 22 – HOURS AND OTHER WORKING CONDITIONS**

22.01 Except as otherwise provided, eight (8) consecutive hours shall constitute a day's work, and forty (40) hours shall constitute a week's work. Mention of daily and weekly hours in the Article shall not be construed as a guarantee of such hours.

22.02 The working period shall commence at the time an employee is required to report and does so report, at their work station, properly prepared to begin work.

22.03 **Reporting Pay:** Any employee who is required and scheduled to report for work and reports shall be given a full scheduled day's work and pay regardless of the number of hours they worked less than eight (8) (with the exception of Article 26). This provision shall not apply to employees working less than twenty-four (24) hours. Part-time employees will be guaranteed a four (4) hour reporting for work allowance in accordance with the above.

22.04 The Union agrees that the above provision will not apply in the event that a major plant breakdown, electrical problem, flood, fire or such other breakdown or occurrence beyond the control of management takes place. The reporting for work allowance is as described in the above provision.

22.05 The parties further recognize that by mutual agreement there may be exceptions to the eight (8) hours guarantee provision for certain classifications or groups of employees.

22.06 In the event of a work shortage or decline in workload in any given department, the following will be placed on the bulletin board: "Any employee in this department wishing to depart from their work prior to

the normal departure period should advise the department head immediately.”

- 22.07 **Overtime Regulations – Daily Basis:** A waitress or waiter shall complete service on a guest notwithstanding the fact that the employee has reached their quitting time, and such additional time worked shall be paid at the employee's regular rate for the first half-hour, and time and one-half their regular rate for all time after the first half hour.
- 22.08 Before overtime will be paid, the overtime must be properly authorized by the department head.
- 22.09 The parties agree that for overtime purposes the work week will commence on Monday and end on Sunday.
- 22.10 For employees who have worked five (5) consecutive days in a work week and who also perform work on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day of that work week, the overtime premium will be time and one half (1 ½) of the employee's regular hourly rate of pay for such work. For the purpose of clarity, the parties agree that there will be no carry forward of time from one work week to the next work week for the purpose of overtime calculation. Rather, each Monday will be the commencement of a new work week for the purpose of overtime calculation.
- 22.11 It is agreed by the parties that where an employee requests a change in their scheduled days off (as provided for under the seniority Article), or requests additional hours, which would otherwise result in the employee performing work on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive day of work week thereby entitling the employee to overtime under this Article, no such overtime will be paid.
- 22.12 It is further agreed that no employees will be scheduled more than seven (7) consecutive days in a two-week period, except in circumstances beyond the control of the Company, such as last minute booking changes or, at the request of the employee.
- 22.13 The Company may schedule employees for lesser periods than eight (8) hours, so long as the senior employees are given what full shifts are available first on a given day and are available to work.

Employees who are scheduled to work less than eight (8) hours per day will not be scheduled less than four (4) hours.

22.14 Work schedules will provide employees with two (2) consecutive days off each week, with possible exceptions in some departments where arrangements are made, subject to the approval of both parties.

22.15(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 record at the commencement of a work period will be considered a 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 their own time card.

(e) Each employee who punches/signs a time card of another employee is subject to immediate dismissal.

(f) Corrections and payment arising from mistakes by management on paycheques of a value in excess of twenty dollars (\$20) will be made within forty-eight (48) hours after having said mistake brought to the attention of a manager within their department.

#### 22.16 *Discipline and Discharge*

(a) Notices issued to the employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Company is aware of the event leading to their actions and has had a reasonable period of time to investigate the matter, not to exceed seven days. A copy shall be signed by a management representative and the employee will be required to sign such notice as acknowledgement of receipt of same.



The signing of this notice is not an admission of guilt. The employee has the right to request the presence of a Shop Steward. In the event that a union shop steward is unavailable, the matter will be held over until a shop steward can be present.

(b) No employee shall be disciplined or discharged on their day off.

22.17 **Job Vacancies:** Should a position become available, the Company will post notice of the vacancy on the job Vacancy board outside the employees' entrance, on a notice board in the department where the vacancy exists, and in a designated area in the cafeteria. The position will be posted for a minimum of three (3) working days.

22.18 There will be two (2) fifteen (15) minute rest periods at the Company's discretion.

22.19 **Corkage Fee:** When corkage fee is charged and bar service provided, the employer shall pay the server a service charge of fifteen percent (15%) of the said corkage charge.

22.20 **Bereavement Leave:** Full-time regular employees of the Company on completion of one (1) year's service shall be entitled to receive a bereavement leave allowance as follows:

(a) In the case of a death in the immediate family that is the death of a husband or wife (including a common-law spouse), or child, or father or mother, or sister or brother, or mother-in-law or father-in-law or grandchildren or grandparents or partner, the employee shall be entitled to receive three (3) days leave of absence with three (3) days pay. For the purposes of this provision, a common-law spouse or partner will be defined as an individual with whom the employee has cohabited in a conjugal relationship for a continuous period of at least twelve (12) months.

(b) In order to qualify for the foregoing bereavement leave allowance, employees must supply proof by way of doctor's certificate or newspaper clipping. Department heads must be promptly notified.

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

22.21 Employees who serve as jurors will receive full pay while absent from work on jury duty. The employees will present proof of service and will turn over to the Company the payment excluding traveling, meals and other expenses they received for the jury services.

22.22 **Work Schedules:** Departmental work schedules shall be posted where deemed necessary, not less than seven (7) days prior to the scheduled period. The Company may, on giving two (2) days notice to the employee(s) concerned, revise such schedule(s) without the payment of premium time. In the event of lost time due to layoff within a department or group, work may be offered to employees on their scheduled days off at their regular hourly rate of pay in order to make up such regular time lost.

### **ARTICLE 23 – VACATION PRIVILEGES**

23.01 The Company recognizes the need for rest and recreation on the part of its employees who are in the active employ of the Company.

23.02 Vacation pay will be accrued from earnings on all hours worked.

23.03 The entitlement to annual vacation with pay will be in accordance with the following:

A full-time employee who has completed one (1) year of continuous service, but less than five (5) years service, will be entitled to two (2) weeks vacation. The amount of pay for such vacation shall be equal to four percent (**4%**) of the employee's wages.

• A full-time employee who has completed five (5) years service, but less than twelve (12) years service, will be entitled to three (3) weeks vacation. The amount of pay for such vacation shall be equal to six percent (6%) of the employee's wages.

\* A full-time employee who has completed twelve (12) years service but less than twenty-five (25) years service, will be entitled to four (**4**) weeks vacation. The amount of pay for such vacation shall be equal to eight percent (8%) of the employee's wages.

\* A full-time employee who has completed twenty-five (25) or more year's service will be entitled to five weeks vacation. The amount of pay for such vacation shall be equal to ten percent (10%) of the employee's wages.

\* Effective 1 February 2002, a full-time employee who has completed twenty-two (22) years or more of service will be entitled to five (5) weeks vacation . The amount of pay for such vacation shall be equal to ten percent (10%) of the employee's wages.

23.04(a) An employee with less than one (1) year of service shall be entitled to four percent (4%) of their earning as vacation pay.

b) Vacations shall be granted within ten (10) months following the date on which an employee qualifies.

23.05 For the purpose of qualification on the basis of service of any benefits under this Collective Agreement such service will be calculated from the latest date of hire.

23.06 Due to the peculiarities of the Hotel business, it is recognized that during certain periods, minimum scheduling of vacations is necessary, therefore, the Company may grant vacations so as it does not prevent the Company from maintaining a qualified and adequate work force.

23.07 Vacation credits shall not be cumulative from year to year.

23.08 It is agreed by the parties that the Company will retain its present system of payment for vacation wages for part-time employees for the duration of this Agreement. Part-time employees will receive the same percentages for vacation pay as described in Article 23.03 above.

23.09 The usual deductions from an employee's pay will be deducted from the employee's vacation pay.

23.10 The Company will arrange for vacation schedules for full-time employees to be posted by department by 1<sup>st</sup> February of each year. Due to the peculiarities of the Hotel industry, tentative approvals will be posted by department by 31<sup>st</sup> March of each year.

23.11 No employee can be compelled to return to work while on vacation.

**ARTICLE 24 – WAGERATES**

NOTE: The rates shown are net hourly rates only

**24.01 *Legislated Wage Rates***

(a) It is agreed by the parties to the principle retaining during the life of this Agreement a fifteen cent (\$.15) per hour above the provincial minimum wage for all employees who are affected.

(b) This fifteen cents (\$.15) differential will at no time compound the regularly scheduled wage increases in the provided for wage adjustments attached hereto.

24.02 All employees in the Food Production, Stewarding, Beverage and Food Service Departments will be allowed two (2) duty meals per eight (8) hour work day or in accordance with the Company's present practice which will continue for the duration of this Agreement. The price for such meals will be added to the rates shown on this schedule, when the employee works and receives the meal, for taxation purposes.

24.03 The formula for the commencement of all increases will be based on the closest pay period to the Collective Agreement anniversary date, in order to eliminate any misunderstanding in having two (2) contract rates appear in any one payroll period.

24.04 The parties agree to a probationary starting rate. This starting rate will increase during the term of the Collective Agreement in accordance with the following formula:

Probationary employees will receive a lesser amount than shown in this Article but the differential will never be greater than the following:

1989      \$1.38

It is further understood that probationary employees will only qualify for those benefits legislated by the Province of Ontario.

24.05 Notwithstanding Article 24.04, starting rate, the Schedule of Wages contained in Article 24.07 is the minimum and shall be applicable to all employees. Any employee who is receiving a higher rate of pay than the minimum shall be eligible for increases equal to the dollar value of the increase negotiated in the Schedule for that contract year. (Effective 1 February 2000 there will be a three percent (3%) increase, effective 1 February 2001 there will be a three percent (3%) increase, and effective 1 February 2002 there will be a four percent (4%) increase.)

24.06 Nothing in the Agreement shall be construed as limiting to any degree the right of the Company to assess the relative efficiencies of any employee and to pay wages in excess of those 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 classification concerned.

24.07 The parties have agreed that the following wage increases shall apply in the Collective Agreement:

CLASSIFICATION	1 FEB 2003	1 AUG 2003	1 FEB 2004	1 AUG 2004	1 FEB 2005	1 AUG 2005
<b>Housekeeping</b>						
Houseperson	13.36	13.56	13.83	14.34	14.63	14.92
Seamstress/ Tailor	13.36	13.56	13.83	14.34	14.63	14.92
Room Attendant	13.36	13.56	13.83	14.34	14.63	14.92
Linen Room Clerk	13.36	13.56	13.83	14.34	14.63	14.92
Cleaner	13.36	13.56	13.83	14.34	14.63	14.92
Sorter	13.36	13.56	13.83	14.34	14.63	14.92
<b>Uniform Services</b>						
Bellperson	8.79	8.87	8.96	9.07	9.16	9.30

Night Bellperson	9.16	9.25	9.34	9.57	9.66	9.80
Doorperson	9.27	9.36	9.46	9.57	9.66	9.81
Car Valet	11.26	11.43	11.65	11.89	12.12	12.37
<b>Front Desk</b>						
Guest Service Agent	14.46	14.68	14.97	15.27	15.58	15.89
<b>Switchboard</b>						
Day Operator	13.50	13.64	13.90	14.18	14.46	14.75
Night Operator	13.86	14.07	14.35	14.68	14.96	15.25
Le Service Operator	15.15	15.38	15.68	16.00	16.32	16.64
<b>Engineering</b>						
Maintenance Mechanic	16.34	16.51	16.67	16.84	17.01	17.18
Locksmith/Utility	20.31	20.51	20.72	20.93	21.14	21.35
Electrician	24.00	24.24	24.48	24.72	24.97	25.22
A/C Mechanic	20.17	20.37	20.58	20.78	20.99	21.20
Carpenter	24.00	24.24	24.48	24.72	24.97	25.22
Painter/Wallpaperer	24.00	24.24	24.48	24.72	24.97	25.22
General Labourer	12.55	12.73	12.99	13.25	13.51	13.78
<b>Food Service</b>						
Order Taker/Cashier	14.51	14.66	14.81	14.95	15.10	15.25
F&B Stores Working Captain	13.36	13.53	13.83	14.34	14.63	14.92
Host	10.99	11.10	11.21	11.32	11.43	11.55
Server	11.04	11.21	11.43	12.27	12.51	12.76
Busperson	8.78	8.86	8.95	9.06	9.15	9.28
Midnight Server	10.38	10.54	10.75	10.96	11.18	11.41
	14.69	14.83	14.98	15.21	15.36	15.59

**Beverage**

Service	14.63	14.78	14.93	15.08	15.23	15.38
Bartender						
Stool	12.69	12.81	12.94	13.10	13.23	13.43
Bartender						
Beverage	12.67	12.79	12.92	13.11	13.24	13.44
Porter						
Banquet	14.63	14.78	14.93	15.08	15.23	15.38
Bartender						

**Mini Bar**

Mini Bar	13.36	13.56	13.83	14.18	14.46	14.75
Attendant						

**Food****Production**

Chef de Partie	22.01	22.23	22.45	22.67	22.90	23.13
Demi Chef	19.99	20.19	20.39	20.59	20.80	21.01
Commis	18.72	18.90	19.09	19.28	19.48	19.67
Pastry Cook	19.3	19.57	19.76	19.96	20.16	20.36
Staff Cook	14.16	14.30	14.44	14.59	14.74	14.88
Employee	12.73	12.92	13.18	14.20	14.46	14.75
Restaurant						
Server						
Kitchen Helper	12.73	12.92	13.18	14.20	14.46	14.75

**Stewarding**

Floor Steward	14.61	14.82	15.12	15.42	15.73	16.05
Garbage/Pots	13.36	13.56	13.83	14.34	14.63	14.92
Dishwasher	13.36	13.56	13.83	14.34	14.63	14.92
Silver Polisher	13.36	13.56	13.83	14.34	14.63	14.92

**Club Floor**

Club Floor	13.36	13.56	13.83	14.34	14.63	14.92
Attendant						

**Banquets**

Server	8.78	8.86	8.95	9.06	9.15	9.28
Houseperson/ Porter	13.36	13.56	13.83	14.18	14.46	14.75

24.08 The parties agree that the Food Service Departments consist of Room Service, Cafe Victoria, the Consort Bar and the Lobby Lounge and that a change in name of any of these will have no impact on the Food Service Departments.

24.09 The parties agree that if the following classifications return to the Hotel, they will be deemed to be classifications that fall within the scope of the bargaining unit:

- \* wash person, valet presser, dry cleaner, runner, midnight room service server, pastry cook, baker, commis baker, pastry person, vegetable helper, day operator, night operator and linen clerk.

24.10 The parties further agree that the above noted wage increases are understood to take into consideration any applicable wage increases and modifications necessary for the purposes of giving effect to pay equity.

**24.11 *Departmental Combination Jobs***

Effective ratification, in addition to the current classifications, the following combined departmental job classifications will be added:

- \* Front Office Agent (Day Operator, Night Operator, Guest Service Agent)
- \* Food Server (Waiter, Waitress, Busperson)
- \* Beverage Server (Stool Bartender, Beverage Porter)
- \* Engineer (Maintenance Mechanic, Locksmith/Utility, A/C Mechanic)
- Steward (Garbage/Pots, Dishwasher, Silver Polisher)
- \* Kitchen Helper (Vegetable Helper/Pastry Person)

The combined departmental job classifications are subject to the same pay rate increases as provided in the wage schedules.

24.12 The parties agree that any employee who works in a combined departmental job classification shall not displace regular hours or regular shifts from current employees (as of the dates set out below).



<b>Departmental Classification Job</b>	<b>1 FEB 2003</b>	<b>1 AUG 2003</b>	<b>1 FEB 2004</b>	<b>1 AUG 2004</b>	<b>1 FEB 2005</b>	<b>1 AUG 2005</b>
Front Office Agent	14.46	14.68	14.97	15.27	15.58	15.89
Food Server	8.78	8.86	8.95	9.06	9.15	9.28
Beverage Server	12.69	12.81	12.94	13.10	13.23	13.44
Engineer	20.31	20.51	20.72	20.93	21.14	21.35
Steward	13.36	13.56	13.83	14.34	14.63	14.92
Kitchen Helper	12.73	12.92	13.18	14.20	14.46	14.75

24.13 Any employee hired after July 6, 2004 into the classifications of Chef de Partie, Demi-Chef and Commis will be paid at the rate of **\$18.51**, **\$16.87** and **\$15.69** respectively, plus the non-gratuity increases as they become due for the balance of the collective agreement.

24.14 The parties agree to job sharing of the positions of Room Service Captain/Server if occupancy is 40% or lower and also on a daily basis between the hours of 2:30 p.m. until 5:00 p.m. each day. Scheduling will be done by departmental seniority and when there is one employee performing the duties of both classifications in the above noted times, the employee will be paid the Room Service Captain rate.

#### **ARTICLE 25 – STATUTORY HOLIDAYS**

25.01 The Company will grant to all full-time regular employees who are on the seniority list within the scope of the Agreement and who have completed fifty (50) working days worked prior to the holidays concerned, pay for the days listed:

- |                   |                          |
|-------------------|--------------------------|
| 1. New Year's Day | 7. Thanksgiving Day      |
| 2. Good Friday    | 8. Christmas Day         |
| 3. Victoria Day   | 9. Boxing Day            |
| 4. Canada Day     | 10. Easter Monday        |
| 5. Civic Holiday  | 11. Anniversary Date *   |
| 6. Labour Day     | 12. Employee's Birthday* |

- 25.02 An employee who has completed their probationary period and works the scheduled shifts immediately prior to, and following the holiday shall be paid holiday pay at their hourly rate for the number of hours worked.
- 25.03 Where a Statutory Holiday occurs during an employee's vacation, then the employee shall be entitled to one day's pay or one extra day's vacation at the Company's discretion.
- 25.04 Employees who work on the Statutory Holiday (excluding the employee's Anniversary Date and the Employee's Birthday, which will be governed by past practice) specified will receive one and one half (1 ½) times their regular rate for hours worked plus an additional eight (8) hours pay for the holiday. In the event an employee is required to work on one of the Statutory Holidays specified, the Company may choose to substitute a day off in lieu without deduction in pay. The lieu day chosen will be with the agreement of both parties.
- 25.05 Employees required to work, but who absent themselves from employment on the above dates shall be considered absent without leave, and do not qualify under this provision.
- 25.06 It is understood and agreed that should the government of Ontario legislate an additional paid holiday that is not mentioned in any one of the twelve (12) days prescribed then the Company and the Union mutually agree to substitute this day for one of the four (4) present unlegislated days.
- 25.07 In scheduling for holidays, full-time employees will be granted statutory holiday requests in order of seniority. It is further understood that if an insufficient number of employees are thus scheduled, then, the Company has the right to schedule employees in reverse order of seniority, as business needs dictate.

## **ARTICLE 26 – BANQUET DEPARTMENT**

- 26.01 The wage rates in Article 24 will be increased proportionately by the increases of the regular employees covered under this Agreement.

26.02 The employees under this Article shall enjoy all terms and conditions of this Collective Agreement save and except the following special conditions which will apply to this Article.

26.03 Hours of work and overtime for employees under this Article shall be in accordance with the Ontario *Employment Standards Act*.

26.04 Effective 1 February 2000, it is agreed that, of the total amount of the gratuity left by the guest, seventy-six percent (76%) of the food portion will be set aside for the sharing amongst the banquet servers who served the food. The remaining twenty-four percent (24%) will be at the disposal of the Director of Food and Beverage for distribution as they feel best suited. Effective 1 February 2001, seventy-seven percent (77%) of the food portion will be set aside for the sharing amongst the waiting staff who served the food. The remaining twenty-three percent (23%) will be at the disposal of the Director of Food and Beverage for distribution as they feel best suited.

26.05 It is agreed that of the total amount of the gratuity left by the guest for coffee service functions, five percent (5%) will be set aside for the banquet housepersons who assist in the clean-up of such functions, and seventy percent (70%) will be set aside for the sharing of the employees who served the food.

26.06 Effective 1 February 2000, it is agreed that, of the total amount of the gratuity left by the guest, sixty-six percent (66%) of the beverage portion will be set aside for the sharing amongst the bartending staff who served the function. Of the remaining thirty-four percent (34%), five percent (5%) will be split amongst the banquet housepersons and the remaining twenty-nine percent (29%) will be at the disposal of the Director of Food and Beverage for distribution as they feel best suited.

Effective 1 February 2001, it is agreed that, of the total amount of the gratuity left by the guest, sixty-seven percent (67%) of the beverage portion will be set aside for the sharing amongst the bartending staff who served the function. Of the remaining thirty-three percent (33%), five percent (5%) will be split amongst the banquet housepersons and the remaining twenty-eight percent (28%) will be at the disposal of the

Director of Food and Beverage for distribution as they feel best suited.

26.07 Payment of gratuities shall be based on the number of covers served by each banquet servers and they shall receive from the Hotel an itemized breakdown for each function worked and their gratuities, every two weeks. Bartending staff shall receive the same.

26.08 It is further agreed that the cheques, or relevant documents 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 lists.

26.09 The Union shall be notified accordingly of such non-payment. Adjustments on any non-payments will be made by the Banquet Manager on subsequent lists of employees concerned.

26.10 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 their findings.

**26.11 *Other Working Conditions***

Banquet employees shall be guaranteed a four (4) hour reporting for work allowance when they are scheduled to work and report.

26.12 The steady banquet servers in the Banquet Department shall be allowed one (1) meal for each four (4) hours worked. The price of such meals will be added to the rates shown on Article 24 when the employee works and receives the meals, for taxation purposes.

26.13 A banquet server shall not be required to perform a cooks duties.

26.14 The serving of wine will be as past practice.

26.15 A banquet server required to set up or clean another function and are not scheduled to service the function shall receive a rate of pay equal to that of the banquet houseperson for those hours worked.

26.16 An employee who refuses two (2) scheduled work assignments in any two (2) normal work weeks shall be considered as having terminated their employment with the Company.

26.17 The parties agree that full-time banquet servers covered under this Article will be assigned on a rotation basis with a view to equalizing the available functions, covers and income through the service charge where it is possible. The parties agree that due to the potential variation of earnings caused by this rotation that could result in a non-equal distribution of breakfasts, lunches and dinners, no employee will have the right to refuse assignments.

26.18 The parties agree to the following system for scheduling:

**First Call:** Steady full-time banquet servers shall have scheduling priority over part-time banquet servers.

**Second Call:** Steady part-time banquet servers shall be booked or assigned on a seniority basis, and as such, shall have scheduling priority over part-time on-call banquet servers.

**Third Call:** Part-time on-call banquet servers shall be offered work on an as needed basis by call-in by seniority and by predetermined availability.

26.19 Employees moving down from "First Call" to "Second Call" or from "Second Call" to "Third Call" will preserve their classification seniority date.

26.20 Employees moving up from lower to higher "call" status will move to the bottom of the seniority list for scheduling purposes.

26.21 Banquet Bartenders

Banquet bartenders shall be paid the rate paid to service bartenders provided in Article 24.

26.22 **C.O.D.** Bars: Will remain as current practice.

26.23 Banquet bartenders will be guaranteed a four (4) hour reporting for work allowance when they are scheduled to report for work and they report.

26.24 The Company and the Union agree that full-time regular banquet bartenders will be scheduled by seniority according to the date on which the employee commenced work for the Company.

**26.25 Special Provision  
Banquet Server/Bartender – Small Functions**

Both parties agree that the separate duties previously held by the banquet server and the banquet bartender will be combined. This function will only be covered where there are a maximum of thirty (30) covers or less.

26.26 Should a function take place where thirty (30) covers or less are being served, a waiter/waitress and/or bartender may be called upon to serve both food and beverage of that function meaning banquet server performing waiting and bartending duties, and/or bartender performing bartending and waiting duties.

26.27 It will be the duty of the Banquet Maitre D' and Beverage Manager to ensure that where only one person is needed to serve a function an equal scheduling distribution will be given between bartenders and waiting staff.

26.28 The wages for performing duties will be as follows:

1989	\$6.90
------	--------

26.29 The parties agree that work performed by the Banquet Houseperson/Porter for the set up and tear down of each non-banquet room will be at the rate of twenty-five dollars (\$25). These monies will be totaled at the end of every two (2) weeks and will be divided on the basis of the total overall hours worked by each Houseperson. The Hotel shall post in the banquet office, a list of all functions subject to this charge over the past two (2) weeks. Records of these calculations will be made available to the Union for inspection upon forty-eight (48) hours notice.

**ARTICLE 27 – CHECK-OFF FORM**

27.01 The form of check-off authorization to be supplied by the Company as follows:

I, an employee of the King Edward Hotel, individually and voluntarily hereby authorize and direct the aforesaid Company to deduct my Union dues, as presently approved in the Union by-laws, from my earnings accumulated to my credit on the first pay period of each calendar month, and remit direct to the Hotel Employees Restaurant Employees Union, Local 75. 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 authorization check-off will hold harmless both the Company and the Local Union if so directed. I agree that the King Edward Hotel shall be save harmless for all deduction and payment so made.

I also authorize the employer to deduct from second pay period, after employment, my initiation fee.

The Union will supply the employer with a letter from their Executive Board advising them of the amounts to be deducted for the initiation fee.

The Union agrees to defend and hold the employer completely harmless against all claims and demands, should any person at any time contend or claim that the employer has acted wrongfully or illegally in making the aforementioned deduction for Union dues.

## **ARTICLE 28 – GENERAL CONDITIONS**

28.01 ***Printing of the Collective Agreement:*** The Company and Union will each pay one-half (1/2) of the cost of printing the Collective Agreement. The Union shall make arrangements for printing and both the Company and Union will agree to the cost of printing. The parties agree to cooperate in distributing sufficient quantities to all employees.

28.02 ***Food and Beverage:*** The Company agrees that employees will not be responsible for guests that leave without paying for a meal or beverage, so long as: the employee follows proper Company procedures; the employee uses proper judgment in the execution of their duties; and the employee immediately notifies their supervisor

to allow for either prompt corrective action or investigation of such incidents.

**28.03 Joint Committee:** The parties agree to establish a joint committee to discuss issues of mutual concern. The committee shall meet on a regular basis. No item specifically concerning an individual employee which does not have larger ramifications shall not be raised as an agenda item unless it has been first raised with the department manager and a reasonable period of time provided for resolution.

**28.04 Canada Savings Bonds:** The Company agrees to offer through payroll deduction, Canada Savings Bonds, to active employees who choose to participate. To be eligible an employee must have completed at least one (1) full year of service. It is understood that any contributions to Canada Savings Bonds are one hundred percent (100%) employee contributions and that the Company's role is limited to facilitating employee contributions through payroll deduction.

**28.05 Technological Change:** Technological change shall be defined as: the introduction by the Company of equipment or materials of a significantly different nature or kind than that previously used by the Company, that directly impacts the previously used by the Company, that directly impact the manner in which the Company carries on its business, and as a result of which twenty-five percent (25%) or more of the full-time bargaining unit employees of a department will risk loss of their employment.

Under such circumstances the Company will provide at least thirty (30) calendar days advance notice to the employees of such change. The Company agrees to meet with the Union to discuss the introduction of such new technology and its effect on the employees.

**28.06 Room Service:** The parties have agreed to the following procedures to apply in respect of Room Service service charges:

- (a) In the Room Service Department, effective 1 August 1990, a suggested service charge in the amount of fifteen percent (15%) will be shown on the guest's cheque.



(b) It is understood that a maximum of fifteen percent (15%) of the total applicable cheque shall be payable to the applicable employee.

(c) It is further understood that non-payment of all/any such service charge to the Hotel by the guest will result in recovery, by the Hotel, from the applicable employee, of any applicable amount paid to the employee, pursuant to paragraph (b) above. This recovery to be made in the form of withholding from subsequent payments to be made to the applicable employee in accordance herewith.

Effective 1 February 2000, a one dollar & forty cents (\$1.40) per item will be charged where VIP amenities are delivered. Effective 1 February 2000, thirty dollar (\$30) rate will be charged where a full bar is set up in a room.

**28.07 Bellmen - Tour Baggage:**

Effective 1 February 2000, the tour baggage rate will be two dollars and ten cents (\$2.10) per bag in and out. Effective 1 February 2001, the rate will increase to two dollars and twenty cents (\$2.20) per bag in and out. Effective 1 February 2002, the rate will increase to two dollars and thirty cents (\$2.30) per bag in and out. Effective ratification of this Agreement, the Company agrees that it will make reasonable efforts to negotiate a tour baggage rate into tour contracts. It is understood that these rates exclude transportation crews unless the baggage fee is part of the contract. Furthermore, it shall not apply to contracts signed prior to the signing of the new Agreement.

**28.08 Cots & Cribs:**

The sum of one dollar (\$1) in/one dollar (\$1) out for the set up/take down of a cot/crib by the Houseperson and two dollars (\$2) for the Room Attendant for the make up of a cot/crib, will be paid effective 1 February 2000.

**ARTICLE 29 – COMPASSION FUND**

29.01 The employer agrees to contribute one cent (\$.01) per hour worked per employee into the HERE Local 75 and King Edward Hotel Compassion Fund. This fund will be used exclusively to assist Local 75 members at the King Edward Hotel in dire need of financial assistance and shall be allocated on compassionate grounds. For further clarity, it is a fund of "last resort" when other options are no longer available. Priority will be given to child and elder care and emergency needs for the basics – food, clothing, housing, medical assistance.

29.02 It will be administered by a committee of three (3): a Union Representative, an employer representative and a Local 75 King Edward Hotel member (mutually agreed upon by the other two). The Compassion Committee will act in strict confidence, given the personal nature of the information before them.

29.03 The parties can agree to allocate up to fifty percent (50%) to a Union-wide initiative involving the other employers consistent with the general purpose.

**ARTICLE 30 – EDUCATION FUND**

30.01 The Company agrees to contribute one cent (\$.01) per hour worked, commencing the date of ratification, per employee, into the HERE Local 75 Life Long Learning Fund.

**ARTICLE 31 – CULTURE FUND**

31.01 The Employer agrees to deduct from each employee one cent (\$.01) per hour worked from date of ratification and submit to the UNITE HERE Union Local 75 World Culture Fund of Toronto's Hotel Workers.

**LETTERS OF UNDERSTANDING**

between

The King Edward Hotel

and

UNITE HERE ONTARIO COUNCIL  
And its LOCAL 75

***RE: Bellpersons Premium for Parking Cars***

The parties have agreed that the following premium, in addition to the applicable wage rate outlined in Article 24 to the Collective Agreement, shall be paid to Bellperson responsible for parking cars:

Effective 1 February 1997 – eighty cents (\$.80) per hour

The parties have further agreed that bellpersons will receive one dollar (\$1) up and one dollar (\$1) down for each car parked pursuant to a function that includes pre-arranged and Company authorized valet parking services.

***RE: Service Charge on Duty Meals/Management Functions/Menu Tasting***

The parties have agreed to a fifteen per cent (15%) service charge on Management duty meals, management function, and menu tastings.

The service charge on internal functions shall be fifteen percent (15%). Internal functions shall be deemed to include: staff festive gala, kids Christmas party, long service awards, retirement/farewell parties, hosting client receptions, familiarization trips.

A service charge of ten dollars (\$10) will apply to management coffee breaks, such as management monthly meetings, all employee meetings, weekly sales meetings, orientation sessions.

**RE: Housekeeping Department**

The parties agree to establish a joint Housekeeping Committee made up of three (3) individuals designated by management and three (3) individuals designated by the Union, two (2) of whom must be employees of the Hotel.

The Housekeeping Committee will meet once each month to address issues of mutual concern in the Housekeeping Department.

**RE: In-House Training Program**

The parties have agreed to the following in-house training program:

*External Courses*

- \* Participation is open to all full-time employees with one year of service
- \* Tuition reimbursement upon successful completion to a maximum of three hundred dollars (\$300) per annum
- \* Company must approve course in its absolute discretion
- Course to be attended on employee's own time

*Joint Educational Classes*

(i.e., English Language Skills, Health and Safety, Fire Safety, First Aid)

- one (1) hour Company time, one (1) hour employee time
- courses, timing and scheduling to be confirmed
- funding – Company to make adequate budget

*In-House Training Program*

- The King Edward Hotel and HERE Local 75 commit to providing a program of in-house training to bargaining unit members that is designed to improve the technical knowledge, skill and ability of those that choose to participate. The desired result is a highly skilled and flexible workforce that will be trained both on the job and, where necessary, through external courses.

*Participation in In-House Training*

The Company will annually elect a number of job training opportunities to meet the needs of its business.

Enrollment in the program is voluntary and open to those who meet the set criteria.

#### *Qualification*

All staff who meet the following criteria are eligible to participate:

- 1) A Performance Evaluation that is either above average or exceeds above performance.
- 2) Possession of the necessary skills and ability to be capable of meeting the position.
- 3) Participation in a set course of training will lead to obtaining skills that financially reward at the same or higher level than the employee's current level.
- 4) Six (6) months of employment with the Company.
- 5) The passing of an end test of competency.

#### *Nomination*

All bargaining unit employees may apply.

#### *Application*

If an employee does not want to participate in the in-house training program, they do not have to.

If an employee does want to participate in the program and therefore "signs up", the employee will have confirmed that they are willing to work in other departments as determined by management and staffing needs, and therefore, in accordance with Article 8.04 of the Collective Agreement, is agreeing in advance that they can be temporarily transferred to a job outside their department without their consent.

Employees who have successfully trained in new skills will, from time to time, have the opportunity to work in a suitable department at the request of management and such work will not alter the employee's seniority rights in their "home" department. An employee who participates in the program would still perform most of their work in their home department.

Any transfers would be temporary, either to meet an unexpected immediate need or a planned short term need. Such transfers will not displace regular

shifts or regular hours from employees with greater seniority in the department.

In-house training would not include training employees to work in the Banquet Department. However, banquet department employees would be able to sign up for the in-house training program of other positions in the Hotel.

Employees who choose not to participate in the program or who are not selected for the program would not be required to work in other areas outside their department unless they agreed to do so. Their work schedules and hours of work would still be governed by the seniority provisions of the Collective Agreement.

#### **RE: Shift Preference**

It is understood that Article 8.05 i)(c) entitles employees to occupy a regular weekly shift by department classification seniority, which employees must then be prepared to work. "Regular weekly shifts" will only become available in the event of a vacancy or creation of a new shift. In the event that there is an operational reduction in regular hours, employees will be entitled, by seniority, to make up those hours up to a maximum of forty (40) hours per week.

#### **RE: Subcontracting**

No employee employed on the date of signing of this 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 this Collective Agreement.

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Dated at Toronto this 1. day of April 2005.

For the Union:

Paul Upd  
~~Paul Upd~~  
~~Paul Upd~~  
Filomena Carido  
Paul Upd  
Paul Upd  
Paul Upd

For the Company:

Paul Upd  
Paul Upd  
Paul Upd  
Paul Upd  
Paul Upd  
Paul Upd  
Paul Upd

SS