

SOURCE	<i>Comp.</i>		
EFF.	<i>87</i>	<i>02</i>	<i>01</i>
TERM.	<i>90</i>	<i>01</i>	<i>31</i>

**MASTER
COLLECTIVE
AGREEMENT**

NO.
EMPLOYEES

3200

NO.
D'EMPLOYÉS

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BETWEEN



HOTEL EMPLOYERS GROUP OF TORONTO



and

**THE HOTEL EMPLOYEES RESTAURANT
EMPLOYEES, UNION, LOCAL 75
OF THE HOTEL EMPLOYEES'
RESTAURANT EMPLOYEES'
INTERNATIONAL UNION**

1987 - 1990

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MASTER COLLECTIVE AGREEMENT

BETWEEN THE PARTIES

HOTEL EMPLOYERS GROUP OF TORONTO
(H.E.G.T.)
(AN INCORPORATED ASSOCIATION UNDER THE
LAWS OF THE PROVINCE OF ONTARIO)
HEREINAFTER REFERRED TO AS THE PARTIES
TO THE FIRST PART THROUGH THE FOLLOW-
ING LISTED HOTELS:

Chelsea Inn .
Hampton Court Hotel ✓
Westin Hotel ✓
Inn on the Park ✓
Loews Westbury ✓
Prince Hotel ✓
Ramada Hotel Don Valley:
Ramada Hotel Downtown,,
The Sheraton Centre
Hotel Plaza II

AND

HOTEL EMPLOYEES, RESTAURANT EMPLOYEES
UNION, LOCAL 75 OF THE HOTEL EMPLOYEES',
RESTAURANT EMPLOYEES' INTERNATIONAL
UNION.

PARTY OF THE SECOND PART

GENERAL INFORMATION

UNION HEADQUARTERS 487-5111

This is your Union. Please feel free to drop by Local 75's
headquarters . . . which is located at 1992 Yonge Street,
Suite 306, Toronto, Ontario M4S 1Z7.

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

Besides negotiating and administrating your contracts, Local 75 also provides the following services to our members:

HEALTH & WELFARE

With today's high cost of health care, it's important for you to know our Union provides excellent medical, dental, drug and death benefit plans covering you and your dependents.

CONTRACT INTERPRETATION

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

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

NEW MEMBERS

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

UNION DUES

Union dues are set by the membership and are currently submitted by the Employer to Local 75 once per month.

WITHDRAWAL AND TRAVELING CARDS

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

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

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE

- 2.01 The agreement shall apply to all full-time regular employees of the Employer whose classification or groupings are listed in the schedule attached hereto.
- 2.02 All employees who regularly work twenty-four (24) hours or more in any one week will be classified as full-time regular employees of the Employer.
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2.03 "Part-time Employee" means an employee employed in the bargaining unit who regularly work less than twenty-four (24) hours per week.
- 2.04 Articles 25.01, 25.02, 25.04 and Articles 29, 30, 32, 33, 34 and 35 shall not apply to part-time employee classifications except where specified in such schedules. The Employer shall insure that any new hires within the references existing scope of the General Agreement resulting from the creation of new work areas shall become Union members and shall enjoy the appropriate rates of pay and benefits for the classifications concerned.
- 2.05 The Union and 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.

ARTICLE 3 - RECOGNITION

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

ARTICLE 4 - RELATIONSHIP

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, restraint exercised or practised by either of them or their representatives or members because of an employee's Union activity.
- 4.02 The Union undertakes that no Union activity shall be carried on in the premises except as otherwise 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 times for the purpose of interviewing employees and investigating working conditions that may affect the members. Notice upon entering shall be given to a representative of Management. It is understood that such representatives will in no way interfere with the duties of an employee or unreasonably disturb them in the performance of their duties, bearing in mind that Union Representatives have regular duties to perform on behalf of all parties to this Collective Agreement.

ARTICLE 5 - UNION SECURITY

- 5.01 The parties hereto agree to compulsory check off for all employees who come within the scope to which this agreement applies. All deductions shall be collected from the Employee's first pay in each month.

5.02 The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed, authorization by an employee, on following pay period. Such authorization to be completed and signed by the Employee on commencement of employment. All employees coming into the bargaining unit shall complete and sign the Union Application card. The cards will be supplied to the Employer by the Union, 1st and 2nd copies to be forwarded to the Union office on commencement of employment, 3rd copy forwarded on termination of employment with reason for termination.

ARTICLE 6 - UNION OFFICE

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6.01 All sums deducted, together with the record of those from whom deductions have been made and the amount shall be forwarded to the Treasurer of the Local Union along with the Employee's social insurance number not later than the 15th 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.

6.02 Any new employee who is required to be a member of the Union and who refuses to become a member of the Union in his first pay period, shall be discharged by the Employer upon receipt of an official notice in writing from the Union to the Employer.

6.03 The Employer and Union agree that no officers of the Employer or employees may enter into any contract inconsistent with this Agreement. Any amendment or changes as outlined in this Agreement during its term shall be incorporated only by mutual consent. It is agreed by the Employer and the Union that this paragraph also covers working conditions, so long as it does not prevent

the Employer from maintaining an adequate and qualified work force, or infringe on the Management's Right clause as spelled out in this Agreement.

- 6.04 It is understood that the amount of dues is determined by the Local Union, or by Union International Convention and *can* be changed by the Local Union or by Union International Convention at any time to comply with such Local or Convention decision regarding same, and this authorized check-off will hold harmless both the Employer and the Local Union if **so** directed.
- 6.05 This provision will be applied subject to ninety (90) days notice in writing, from the Union to the Member Hotels.
- 6.06 The Employer will administer its employee rating plan to promote the development of employees, and not in any way **as** a means to undermine the collective bargaining position of the Union.
- 6.07 The Union shall notify in writing, with a copy to the Employer or any individual who has been suspended, expelled, or declared to be not in good standing. The Employer will discharge said employee automatically seven (7) days after receipt of the Union notice, unless:
- (a) The Employee's status becomes acceptable to the Union during this period; or -
 - (b) The Employee makes claim in writing to the Employer that the Union's action is unjust and that he requests the matter be taken up through the grievance procedure of this agreement.
- 6.08 Nothing in **this** above Agreement or in the general body of the contract shall be construed as limiting to any degree the right of the Employer to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the scales;

such wages shall be considered to be completely apart from the contract and shall be regarded as premium rates for special skill or ability; such special rates shall not become the basis for a general increase in the scale in the classifications concerned.

ARTICLE 7 - "SAMPLE FORM"

7.01 AUTHORIZATION OF INITIATION FEE AND UNION DUES CHECK-OFF HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION - LOCAL 75.

In accordance with the terms of the Collective Agreement between _____ and the Hotel Employees Restaurant Employees Union - Local 75, I, the undersigned employee of _____

hereby authorize _____ to deduct Initiation Fee and Union dues from my wages.

Dues: _____ Initiation Fee: _____

Each Union employee will be required when being documented to sign an authorization of Initiation Fee and Union Dues check-off. The amount of the Initiation Fee will be an amount stated in accordance with instruction received from the Union office. Union dues will be 1 1/2% of gross wages for non-gratuity employees and 2% of gross wages for gratuity employees - as defined by the Union.

Employee's Name _____

Home Address _____

Town or Post Office ____ Telephone No. ____

Signature _____

Date Hired _____

Date Terminated _____ Resigned/Dismissed

Work Location _____ Payroll No. _____

Trade Classification _____

Social Insurance Number _____

1st and 2nd Copy Union Office 3rd Copy Employer

7.02 I _____, an employee of Member Hotel individually and voluntarily hereby authorize and direct the aforesaid employer to deduct my Union dues, as presently approved in the Union bylaws and such changes as may be subsequently approved in these bylaws, from my earnings accumulated to my credit on the first pay period of each calendar month, and remit directly to the Hotel Employees Restaurant Employees Union - Local 75.

7.03 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 Employer and the Local Union if so directed.

7.04 I agree that Hotel: _____ shall be saved harmless for all deduction and payment so made.

7.05 I also authorize the Employer to deduct from my first pay period after employment, my initiation fee.

- 7.06 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.
- 7.07 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 8 - RESERVATION OF MANAGEMENT RIGHTS

- 8.01 The Union acknowledges the exclusive function of the Employer generally to manage the enterprise in which it is engaged and particularly to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, transfer, promote, demote and, with just cause, to suspend, discipline or discharge employees and to increase and decrease the working force in a manner consistent with the terms of this Agreement;
 - (c) the right to determine the direction of the working force, the schedules of work, methods, in order to perform any service that may be necessary to manage the enterprise and its business;
 - (d) it is agreed that the Employer may, at its **discretion**, issue and enforce from time to time reasonable rules and regulations in order to assure the successful operation of its business. Breaches of such rules by an employee may be cause for disciplinary action;
 - (e) limit, suspend or cease operations, subcontract, or make necessary arrangements due to a change in the Employer's policies;

- (f) it is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and it is understood that a claim by an employee or employees that the Employer has so exercised these rights shall be a proper subject matter for a grievance.

ARTICLE 9 - NO STRIKES OR LOCK-OUTS

- 9.01 The Employer agrees that during the life of the Agreement it will not cause or direct any lock-outs of its employees, and the Union agrees that during the life of the Agreement there will be no strikes or other collective action of employees covered by this Agreement, which will stop or interfere with production or services.
- 9.02 The words “strike” and “lock-out” in this Agreement shall mean “strike” and “lock-out” as defined in the Ontario Labour Relations Act.
- 9.03 If an illegal strike occurs the Union will instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner.
- 9.04 The Employer, 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 strife or problems confronting the Employer or any other employers.

ARTICLE 10 - NEGOTIATING COMMITTEES

- 10.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than one employee per hotel

and full-time Business Representatives of the Local Union, who shall be presently employed in the trade, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement, and the said Committee will cooperate with the Employer in the administration of the Agreement.

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

30 10.01 [REDACTED] 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 each Employer will compensate an employee for time spent in negotiating with the employer, at their regular rate of pay, and that such provisions do not apply to time spent on such matters outside of regular working hours. For the purposes of interpreting the number of people to receive representation on this Committee the formula of one Committee member per hotel will be used, or a number otherwise mutually agreed upon by the

ARTICLE 11 - SHOP STEWARDS

11.01 Each Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards one of which would be the chief shop steward for each hotel to assist employees in presenting their grievances to the representatives of the Employer. The number of such stewards and the Department within which each one is to function is determined by the schedule attached hereto: -

HOUSKEEPING DEPARTMENT
SERVICE DEPARTMENT
TELEPHONE DEPARTMENT
LAUNDRY DEPARTMENT
KITCHEN DEPARTMENT
STEWARD DEPARTMENT
BEVERAGE DEPARTMENT
DINING ROOMS DEPARTMENT
GARAGE DEPARTMENT
MAINTENANCE DEPARTMENT
BANQUET DEPARTMENT

- 11.02 The Union will inform the Employer in writing of the identity of the stewards and the Employer shall not be obliged to recognize such personnel until it has been so informed.
- 11.03 The Union acknowledges that stewards, members of committees and Union Officers have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without obtaining permission of their Department Head, and will give any reasonable explanation which may be requested with respect to their absence. In the event that the Department Head is absent he/she will appoint an alternative person to act on their behalf.
- 11.04 Where a shop steward, Union Committee member or Union Official employed by the Employer is temporarily absent with permission, as aforesaid, he shall receive his regular straight time rate of pay during such period of absence, provided that the Employer shall not be obliged to make any payment for time spent by a steward, committee member or Union Official outside his regular working hours.
- 11.05 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

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as they are capable and have the skill and ability to perform any work available in their respective departments.

ARTICLE 12 - QUALIFICATION OF STEWARDS

12.01 It is mutually agreed that employees shall not be eligible to serve as stewards or members of the Union Committee established under this Agreement until after they have become permanent employees, and have been placed on the seniority list.

12.02 It is understood that stewards and other Union Officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, or with other union business, and that in accordance with this understanding the Employer will compensate such employees for time spent in negotiating with the Employer, in handling grievances of employees, and attending meetings of the Grievance Committee as well as educational seminars, at their regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours. Payment of Educational Seminars will not exceed three (3) hours per month (non-cumulative). Notwithstanding the above, the Union will be required to notify the Employer three (3) weeks in advance and that it will not prevent the Employer to maintain an adequate and qualified work force.

12.03 It is further agreed that some of the classifications listed at some of the hotels are currently non-union jobs, and this practice shall continue during the term of this Agreement.

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ARTICLE 13 - DISCIPLINE AND DISCUSSION

- 13.01** Discipline notices issued to the Employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Employer is aware of the event leading to his actions and has a reasonable period of time to investigate the matter. A copy shall be signed by a Management representative and the Employee will be required to sign such notices as acknowledgement of receipt of same. The signing of this notice is not an admission of guilt.
- 13.02** If an employee has any complaint or question which he/she wishes to **discuss** with the Employer, he/she shall take the matter up with his/her Department Head and he/she shall be accompanied by his/her Department Steward if he/she requests such assistance.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.01** It is a mutual desire of the parties hereto that complaints of employees shall be adjusted within seven (7) days of incident and it is generally understood that an employee has no grievance until he/she has first given his Department Head an opportunity of adjusting his/her complaint.
- 14.02** If such complaint or question is not settled to the satisfaction of the Employee concerned within twenty-four (24) hours or within any **longer** period which may be mutually agreed at the time, then the following steps of the Grievance Procedure may be invoked in order.
- 14.03** **STEP NO. 1**
- The Department Steward shall state the grievance of the Employee, or employees in writing, and shall deliver a copy to the immediate Department Head

of the Employee concerned. After such discussion as is necessary, the Department Head shall state his/her decision or his/her refusal to make a decision in writing with appropriate reasons, and deliver a copy to the Department Steward within twenty-four (24) hours, or a time mutually agreed upon.

14.04 STEP NO. 2

- (a) The Department Steward shall then take up the grievance at a meeting with the Chief Steward, and those Representatives, after appropriate discussion, will take up the matter at a meeting between the Union Representatives and the Personnel Manager or his/her designee.
- (b) If the grievance is not settled within forty-eight (48) hours, or within any longer period which may be mutually agreed upon at the time, after the Union Representatives have met with the Personnel Manager, then Step No. 3 of the grievance procedure shall be taken.

14.05 STEP NO. 3

- (a) A meeting shall take place between the Union representatives who have been involved in the prior steps and the Manager or a senior member of management who **has** not previously been involved in the case. At this meeting, the business representative will be present along with any management people who have been involved to give evidence as to the circumstances of the grievance. If the grievance is not then settled to the satisfaction of both parties within a period of forty-eight (48) hours, or within any longer period as may be mutually arranged at the time, at the request of either party to this Agreement, the grievance may be referred to arbitration.
- (b) If arbitration is to be invoked, the request for arbitration must be made in writing within five

(5) days after the grievance has been dealt with in Step No. 3.

ARTICLE 15 - UNION GRIEVANCE

- 15.01 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's right to make representation on their behalf, within a thirty (30) day period of such incident.
- 15.02 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.

ARTICLE 16 - MANAGEMENT GRIEVANCES

- 16.01 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.
- 16.02 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 17 - DISCHARGE CASES

- 17.01 The Union acknowledges that probationary employees may be dismissed for reasons less serious than would justify the dismissal of an

employee on the seniority list, and will not question the dismissal of any employee within fifty (50) working days worked from the date on which he first commenced to work for the Employer.

- 17.02** A claim by a permanent employee that he/she has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Manager of the Hotel within five (5) days after the Employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such cases.
- 17.03** Such special grievances may be settled by confirming the Management's action in dismissing the permanent employee, or by reinstating the Employee with full compensation for time lost or **by** any other arrangement which is just and equitable in the opinion of the conferring parties.
- 17.04** When an employee has been dismissed or if dismissal and resignation have been discussed, the employee shall have the right to interview a shop steward for a reasonable period of time before leaving the premises.
- 17.05** No employee shall be disciplined or discharged on his day off.

ARTICLE 18 - ARBITRATION OF GRIEVANCES

- 18.01** When either party requests that a grievance be submitted to arbitration they shall make such request in writing addressed to the other party in this Agreement and, at the same time nominate an arbitrator. Within five (5) days thereafter the other party shall nominate an arbitrator. The two arbitrators so nominated shall meet immediately and, if within two (2) working days they fail to settle the grievance, they shall attempt to select by agreement a Chairman of an Arbitration Board. If they

are unable to agree upon such Chairman within a further period of twenty-four (24) hours, they may then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial Chairman, within a thirty (30) day period.

- 18.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 18.03 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board, if any.
- 18.04** The Arbitration Board shall not be authorized to make **any** decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 18.05 No matter may be submitted to arbitration which has not been properly carried through **all** previous steps of the Grievance Procedure.
- 18.06** The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such board will be final and binding upon the parties hereto. If a majority decision is not possible, then within a ten (10) day period the decision in **writing** of the Chairman shall be final and binding upon the parties hereto.
- 18.07 At any stage of the Grievance Procedure including arbitration, the conferring parties may have the **assistance of the Employee or employees concerned** and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to fully investigate **all** the circumstances.

ARTICLE 19 - BULLETIN BOARDS

- 19.01 The Employer will provide bulletin boards at the Employee's entrance of the hotel for the conve-

nience of the Union for posting notices of Union activity. **All** such notices must be signed by the proper officer of the Local Union, and submitted to the Personnel Manager for his/her approval before being posted.

- 19.02 It is recognized by the parties that from time to time the Union may have notices which they may wish to address to one specific department of the hotel, should a bulletin board be available in said department and the notices are in the form of information only. Under these circumstances then the Union will present to the Personnel Manager said notices for his/her approval and the Personnel Manager will post the notice. Removal date of said notices to be agreed upon at the time of approval by the Personnel Manager.

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 – SENIORITY

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- 21.01 **An** employee will be considered on probation and will not be placed on a seniority list until after he/she has completed a total of fifty (**50**) working days worked.
- 21.02 Seniority lists based upon the date on which employees commenced to work in the hotel shall be established for each department and food and beverage outlet and will be supplied to the Union.
- 21.03 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.

- 21.04 When an employee is transferred to another department or food and beverage outlet in the Bargaining Unit, he or she shall retain house seniority, however, unless the transfer is of a temporary nature for the probationary period or less, he or she must start accumulating seniority in that new department or food and beverage outlet. When the transfers are for less than the probationary period and the Employee is returned to the original department or food and beverage outlet within that period of time, the seniority for that employee will continue to accumulate in the original department or food and beverage outlet during the Employee's absence.
- 21.05 Temporary Transfers - In the event an employee is assigned to a job other than that to which he/she is permanently assigned for a minimum of one (1) hour or more, he/she shall receive his/her own rate or the rate of the job to which he/she is assigned, whichever is the higher, for all hours worked in the assigned position.
- 21.06 An employee cannot be transferred or assigned to a job outside of his/her department or food and beverage outlet unless by mutual agreement. Such agreement shall be in writing between the Employee and supervisor.

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.

- 21.07 Department Seniority will be the governing factor (see Article 21.02) in cases of promotions, demotions or upgrading of employees where all other factors including skill, ability and efficiency are equal.

21.08 Seniority. House seniority applies to benefits. Departmental seniority applies to entitlements such as who gets choice of available days off, vacation, shift preference. Job seniority by classification applies to lay-offs.

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1 **21.09** Where it is necessary to reduce the work force in a department or food and beverage outlet, job classification seniority will be the guiding factor.

21.10 When recalling employees to work after lay-off, they shall be recalled in inverse order to that in which they are laid-off. 270/1

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1 **21.11** In the case of a lay-off in any one department or food and beverage outlet, for a period that exceeds two normal work weeks, the Employee with the most seniority will have the right 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.

21.12 It is agreed that a no fault position will exist if the term of lay-off, and its subsequent effects as described in the above paragraphs should vary due to the peculiarities of the hotel industry. Should this provision be applied it is understood that each department, or each Food and Beverage outlet will stand on its own as a department. 886/1

21.13 Part-time employees have seniority only within the part time classification. Part-time employees are subordinate to full-time employees.

21.14 It is recognized that Shop Stewards in a department or Food and Beverage outlet represent classifications in that department or Food and Beverage outlet under the Union scope of the Collective Agreement and the parties agree where Shop Stewards are appointed in accordance with

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the provisions of the Collective Agreement and having at least one year's seniority shall not be sent home or laid-off because of lack of work except where all the Employees in their department or Food and Beverage outlet have been laid-off. In the event this provision is applied it is understood the Employer will have the right to lay off the remaining employees in accordance with their seniority in that department or Food and Beverage outlet. It is further agreed that at no time will union steward seniority supercede that of their immediate supervisor.

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- 21.15** Employees who are laid-off will be retained on the Employer'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.
- 21.16** It shall be the duty of the Employee or laid-off person to notify the Employer's personnel office promptly, in writing, of any change in his/her address or telephone number; if an employee or laid-off person shall fail to do this, the Employer shall not be responsible for the failure of the notice to reach him/her and any notice which appears on the 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.
- 21.17** Unless an employee signifies his/her intention to return to work within five (5) days after being recalled, his/her name shall be passed over and, unless within ten (10) days after being recalled he/she reports to work, or gives a legitimate reason for being unable to do so, he/she shall be struck off the seniority list.
- 21.18** Should the hotel close a department or Food and Beverage outlet, the Employer will undertake to place the affected employee into another Food and Beverage outlet or department, if a position is

available and the Employee **has** the skill and ability to do the work involved. Where skill and ability are equal then seniority will be the governing factor and the Employee shall retain their house seniority, while being required to accumulate their departmental seniority in their new occupation.

Should no suitable position be available then the affected employee shall have the following options:

- (a) The Employee may elect to stay on the seniority list for a period of twenty-six **(26)** weeks and be subject to recall for suitable employment as noted above; or,
- (b) The affected employee may elect to accept severance pay in accordance with the Employment Standards Act for the Province of Ontario and be removed from the seniority list.

Either of the above two (2) options must be elected by the Employee within a seven **(7)** day period from the closure date in writing or by application to the Personnel office.

Failure on the part of the Employee to elect either (a) or (b) it will be assumed by the parties to this agreement, the Employer has the right to apply paragraph (b) and there will be no recourse from this selection. In addition the Employer will pay to the Employee the monies provided for under the Employment Standards Act for the Province of Ontario in accordance with the lieu of notice provision.

ARTICLE 22 – SUBCONTRACTING

- 22.01** Notwithstanding the terms and conditions in the Management Rights clause (subcontracting) to further clarify the intent of the parties to this Agreement, should management exercise their prerogative of subcontracting a job listed within the article of cash wage rates (Article 36), Manage-

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ment will otherwise assign or offer alternative employment to the displaced person(s) providing such person(s) are willing to accept a position and working conditions that are available and management is not restricted in maintaining a fully qualified work force as a result.

- 22.02 Notwithstanding the above, the parties further agree the person(s) affected by the application of this section of the Agreement will not receive a lesser rate of pay than that received at the time the position change was made. It is further understood and agreed that this section is not applicable when management is closing an area for a reasonable period of time that is to be renovated or refurbished.

ARTICLE 23 - LEAVE OF ABSENCE

- 23.01 Leaves of absence without pay and benefits as herein provided shall be in writing and granted at the Employer's discretion. Any person who is absent with written permission shall not be considered laid-off, and his seniority shall continue to accumulate. An employee who works for another employer while on a leave of absence as herein provided shall be deemed to have terminated his/her employment, provided that such proof of employment can be produced by the Employer.
- 23.02 Any employee elected or appointed to a full-time executive position within the Union will be granted a leave of absence without pay and benefits as herein provided for a period of one (1) year.
- 23.03 Requests for Leave of Absence must be made in writing to the Manager as early as possible, but not later than two (2) weeks prior to the desired date of commencement of such leave. The request must state: date of commencement, duration of leave of absence and reason for requesting the leave.

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- 23.04 The Employer will reply in writing to Employee within seven (7) days after receipt of the request for Leave of Absence.
- 23.05 Employees serving as jurors will receive full pay while absent from work in jury duty. The Employees will present proof of service and will turn over to the Employer the payment excluding travelling, meals and other expenses they received for said jury services.
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ARTICLE 24 - TERMINATION OR MODIFICATIONS

- 24.01 This Agreement shall be in effect from February 1, 1987 and continued in effect until the 31st day of January, 1990 and unless either party gives notice in writing to the other party that amendments are required, or that the party intends to terminate the Agreement, it shall continue in effect until the 31st day of January, 1991 and so on from year to year thereafter.
- 24.02 Notice that amendments are required, or that either party intends to terminate the Agreement, may only be given during the month of November, **1989** and in subsequent years in the said month of November.
- 24.03 The parties hereto agree to meet for the purpose of negotiations within ten (10) days after the giving of such notice, and if as a result of such negotiations the parties fail to negotiate a new Agreement or modification of the present Agreement, prior to the first day of February following the date of such notice, then this Agreement shall terminate the first day of February. It is understood that during any negotiations, following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of, or related to the original proposals.

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

DULY EXECUTED BY THE PARTIES
HERETO

FOR: HOTEL EMPLOYEES RESTAURANT
EMPLOYEES UNION, LOCAL 75 (by the
Union Executive and the Negotiating
Committee

.....
J.G. Belanger, President-Administrator

.....
C.J. Marshall, Executive Vice President &
Treasurer

.....
G. Pineo, Secretary-BusinessManager

WESTIN HOTEL

Stan Urbain

Man Kee Lui

HOTEL PLAZA II

J. Adams

CHELSEA INN

B. Robinson

PRINCE HOTEL

T. Majoros

RAMADA INN DOWNTOWN

D. MacMillan

HAMPTON COURT HOTEL

E. Jones

INN ON THE PARK	
F. Cabrita	
WESTBURY HOTEL	
E. Jack	
RAMADA INN DON VALLEY	
G. Conrads	
THE SHERATON CENTRE	
C. Jack	
AND: HOTEL EMPLOYERS GROUP OF TORONTO:	
Chelsea Inn	
Stephen Phillips	
Hampton Court Hotel	
Aubrey Hannah	
Hotel Plaza II	
Konrad Steger	
Inn on the Park	
Klaus Tenter	
Loews Westbury	
Andre Beland	
Prince Hotel	
Tony Schwarz	
Westin Hotel	
Ulrich Wall	
Ramada Inn Downtown	
Sam Bergson	
The Sheraton Centre	
Josef Ebner	
Ramada Inn Don Valley	
Joseph Drummond	
H.E.G.T. Negotiator	
Douglas Storey	

ARTICLE 25 -

HOURS OF WORK AND WORKING CONDITIONS

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- 25.01 The normal work week in all departments of the hotel shall be forty **(40)** hours per week. The forty (40) hour week shall consist of five **(5)** days per week and eight **(8)** hours per day.
- 25.02 Work Schedules shall 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.
- 25.03 Departmental weekly work schedules shall be posted where deemed necessary, not less than seven **(7)** days prior to the scheduled period. The Employers may, on giving four **(4)** days notice to the **Employee(s)** concerned and subject to the provisions of Article 25.01 hereof revise such schedule(s) without the payment of premium time. The posting of schedules does not constitute any guarantee that work will be available. In the event of lost time due to lay-off within a department or group, work may be offered to employees **on** their scheduled days off at their regular basic hourly rate of pay in order to make up such regular time lost.
- 25.04 Hotels 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. Should a full-time employee, working short schedules, elect to work other shifts that may come available due to unexpected business, then the parties agree the hotels will not be required to make any overtime payments to accommodate their requested changes in days off or shift changes excluding extra banquet waiters and waitresses.

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25.05 Part-time employees will be guaranteed a four (4) hour reporting for work allowance in accordance with the above.

25.06 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. The reporting for work allowance is as described above, notwithstanding Articles 25.01 or 25.04 of this Agreement.

25.07 In the event of 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 his or her work prior to the normal departure period, should advise the Department Head immediately.”

25.08 The foregoing Article 25.07 will apply when a known situation exists. However, in the event of a drastic decline, a decline beyond the control of management, the Employees will be asked as a group of more than three.

25.09 Should a position become available and a replacement is required, the Employer will post on a notice board, within the work area of the vacancy, and the principal posting area of each hotel, the availability of this position for a period not less than 3 working days. This applies only to the immediate work ~~area~~ where the vacancy exists. The above will be in conjunction with the seniority provision as outlined in the general body of this Contract, (see Articles 21.07 through 21.13), so long as it does not prevent the Employer from maintaining an adequate and qualified work force.

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ARTICLE 26 - OVERTIME REGULATIONS - DAILY BASIS

- 26.01 Employees shall with exceptions receive for hours of work in excess of eight (8) hours of work daily, overtime pay at the rate of time and one half their hourly rate for hours of work. Extra steady employees shall be paid at time and one half their regular rate of wages for all time worked after eight (8) hours in any one day.
- 26.02 Waiter or Waitress shall complete service on guest notwithstanding the fact that the Employee has reached his or her quitting time, and such additional time shall be paid at the Employees regular rate for the first half hour and time and one half his or her regular rate for all time after the first half hour.
- 26.03 Each employee must obtain from his or her Department Head authorization in writing in advance of his or her overtime work before overtime money will be paid.
- 26.04 Any work performed on the sixth (6th) or seventh (7th) consecutive day of an employee's work week shall be paid for at the rate of time and one half (1 1/2) of his or her regular hourly rate of pay.
- 26.05 It is agreed by the parties that if an employee requests a change in his or her scheduled days off (as provided for under Seniority Clause), which results in work being performed on a sixth (6th) or seventh (7th) day, the Employer shall not be penalized by honouring this request.

ARTICLE 27 - OTHER WORKING CONDITIONS

- 27.01 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 as time not worked.

- 27.02 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.
- 27.03 Employees neglecting to **punch/sign** in and out at all required times throughout working hours may be subject to disciplinary action.
- 27.04 Each employee shall **punch/sign** only his/her own time **card**.
- 27.05 An employee who punches/signs a time card of another employee is subject to immediate dismissal.
- 27.06 The Employer agrees that if an employee wishes to take his/her second meal break after he/she has completed his/her full eight (8) hour shift, he/she may **punch/sign** his/her card out after eight and one half (8 1/2) hours while still in his/her uniform, provided he/she has received the sanction of his/her Department Head. The same principle will be applied for **an** employee taking his/her meal prior to commencement of his/her working shift. Should this privilege be abused, any employee so doing will thereafter be required to show a full nine (9) hour **punch/sign** on his/her time card.
- 27.07 At the same time that income **tax** T-4 slips are made available, the Employer shall type on the slip the amount of Union dues paid by each Union member in the previous year.
- 27.08 Employee warning notices may be taken from the Employee's file after two (2) years, should the offense not be repeated during that period. Suspensions will remain part of the **Employees employment** history.

27.09 Employees will be given one fifteen (15) minute rest period for the first four (4) hours scheduled to work, and worked. Should the Employee be scheduled for a second four (4) hours in any one day, then they will be given a second fifteen (15) minutes rest period during that four (4) hours. These rest periods will be taken at time determined by the company and will be consistent with efficient operations in each work area of the hotel and will not be cumulative and not be paid if not taken.

27.10 All employees in the Food Production, Food Stewards, Bartenders, Beverage Porters and Food Service Departments will be allowed two (2) free duty meals in the Staff Cafeteria per eight (8) hour work day or in accordance with the hotel's present practice which will continue for the duration of this Agreement. The price of such meals will be added to the rates shown on the wage rates when the Employee works and receives the meal for taxation purposes.

For all other employees required to pay for their meals, the current practice and pricing structure will prevail for the term of this Agreement.

27.11 Corkage Fee - When corkage fee is charged and bar service provided, the Employer shall pay the servor a service charge of fifteen percent (15%) of the said corkage charge.

ARTICLE 28 - UNIFORMS

28.01 Uniforms or special style of clothing, and special equipment if required by the Employer shall be furnished, laundered, cleaned and kept in repair by the Employer at no cost to the Employee, and the Employer agrees to maintain adequate and clean facilities for the uniforms or special style of clothing.

28.02 Any change at a member Hotel from the standards

in effect as of the date of ratification in the style of uniforms that would require support colour coordinated garments would be a subject of discussion with the Union.

28.03 The parties further agree that past practice will continue.

54 **ARTICLE 29 - VACATIONS**

102 29.01 All full-time regular employees of the Employer who have completed one (1) year of continuous service with the Employer, but less than five (5) years in their anniversary year shall receive two (2) weeks vacation with four percent (4%) of gross wages.

103 29.02 All full-time regular employees of the Employer who have completed five (5) years continuous service with the Employer, but less than fourteen (14) years in their anniversary year shall be entitled to three (3) weeks vacation, with six percent (6%) of gross wages.

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04 29.03 All full-time regular employees of the Employer who have completed thirteen (13) years or more of continuous service with the Employer shall receive four (4) weeks vacation with eight percent (8%) of gross wages in the second year of this Agreement: full-time, regular employees who have completed twelve (12) years or more of continuous service with the Employer shall receive four (4) weeks vacation with eight percent (8%) of gross wages in the third year of this Agreement.

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

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

- 29.06 Vacation credits shall not be cumulative from year to year. 88 B/1
- 29.07 It is agreed by the parties that each hotel will retain its present system of payment for vacation wages for part-time employees for the duration of this Agreement.
- 29.08 The usual deductions from an employee's pay will be deducted from the Employee's vacation money.
- 29.09 All full-time employees with the greatest length of continuous service will be given first choice of vacation dates, provided that the Employer shall be entitled to maintain a qualified and adequate work force.
- 20.10 The Employer will arrange for a vacation schedule to be posted by department by February 1st of each year.
- 29.11 The vacation schedule in its final form will be posted by department by March 31 of each year.

ARTICLE 30 - PAID HOLIDAY PRIVILEGES

- 30.01 The Hotel will grant to all full-time regular employees who are on the seniority list within the scope of the Contract and who have completed fifty (50) working days worked prior to the holidays concerned, pay for the days listed:
- 1) New Year's Day
 - 2) Good Friday
 - 3) Victoria Day
 - 4) Dominion Day
 - 5) Civic Holiday
 - 6) Labour Day
 - 7) Thanksgiving Day
 - 8) Christmas Day
 - 9) Boxing Day

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10) Remembrance Day (All H.E.G.T. hotels in 1988)

11) Anniversary Date (Employment start date)

12) Employee's Birthday (Effective February 1, 1988)

30.02 When not required to work, the hotel will grant the Employee one (1) day's money according to his/her regular rate for the above noted twelve (12) days. When the Employee is required to work on any one (1) of the above noted twelve (12) days, he/she shall be paid in addition to his/her regular rate of pay, his/her regular day's money. It is also agreed that by mutual consent in case of Beverage Service and Beverage Production employees, Statutory Holidays may be exchanged in lieu of enforced closures, of the Department, as required by law.

30.03 In the event of a holiday, as specified in this Article, falling within an employee's vacation period, the Employer has the choice of either -

- (a) Extending the vacation period by one working day with pay, or
- (b) Paying an extra day's vacation pay.

In either case, the rate of pay will be the same rate as used in calculating an employee's vacation pay.

30.04 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.

30.05 In order to qualify for payment on a statutory holiday as provided for above, the eligible employee must work his scheduled shift on the day immediately prior to and his scheduled shift immediately following the holiday.

30.06 It is understood and agreed that should the provincial government of Ontario legislate an additional paid holiday that is not mentioned in any

one of the twelve (12) days prescribed, then the Employers and the Union will mutually agree to substitute for this day one (1) of the five (5) present unlegislated days.

- 30.07 When a holiday falls on an employee's working day they may request to work that holiday at regular wages for the hours worked and identify another day off at the Employee's regular rate of pay in lieu of the double payment for **the** statutory holidays. The request must be made in writing by the Employee at least two (2) weeks prior to the holiday and will be taken either during that two (2) weeks, or a maximum of two (2) weeks after that holiday, and under no circumstances may be cumulative. Once the request has been made, the granting of the lieu day will be at the sole discretion of the Department Head. These requests will be granted according to the departmental seniority.

ARTICLE 31 - SAFETY AND WEALTH

- 31.01 The Employer 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.

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

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- 31.03 If any employee upon being so examined is found not to fulfill the medical requirements for his/her position, such employee will be allowed at their own cost, to consult a physician of their choice. If the reports of the two physicians conflict, a third physician will be selected by the two physicians. His/her employment may be terminated and such

termination may be the proper subject matter of a grievance within the meaning of this Agreement and shall be arbitrable.

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**ARTICLE 32 -
HEALTH AND WELFARE/WEEKLY
INDEMNITY PLAN**

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32.01 Health and Welfare payments to be made to the trust in effect currently between the parties on an hourly banking formula; effective March 9, 1987, thirty-five (35) cents, maximum per hour worked: May 1, 1988 will be thirty-eight (38) cents, maximum per hour worked: May 1, 1989 will be forty-one (41) cents, maximum per hour worked, in accordance with the following formula: the above stated amounts will be paid on behalf of those full-time regular employees who have completed their qualifying period of fifty (50) working days worked.

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32.02 Notwithstanding the provision in this Agreement under the scope clause whereas only those employees that work regularly twenty-four (24) hours per week or more shall be classified as full-time regular employees after completion of their fifty (50) working days worked, the stated amounts per hour will be paid on behalf of all employees that work on a regular basis of twenty (20) or more hours per week upon completion of the probationary period of fifty (50) working days worked.

32.03 It is understood and agreed by the parties to the Agreement that this amendment to the scope provision only applies to the Health & Welfare Benefit by the payment on behalf of the Employees of the stated amounts provided therein and does not in any way adjust or alter the intent of the scope as provided by this provision. A further example of this intent is to provide health and welfare care for those employees that are hired under the scope classifications to fill jobs that are limited to only

four (4) hours daily over a five (5) consecutive day period, due to the nature of the peak periods that occur in the hotel business. Notwithstanding this provision it is recognized by the parties that part-time employees from time-to-time may exceed their twenty (20) hours but still retain their status of part-time and do not qualify for these benefits.

- 32.04** The parties agree that the above-noted plan will be administered by the labour-management Trust Committee.
- 32.05** It is agreed that separate and apart from any provision contained in the article or elsewhere in this Agreement, the Westin Hotel will provide its own Welfare Plan in accordance with their letter dated January 23, 1987.
- 32.06** Full-time regular employees of the Employer, on completion of one year's continuous service shall be entitled to receive weekly indemnity allowances subject to the following provisions:
- (a) All cases of sickness must be reported to the Personnel Department, or Assistant Manager on duty, on the first day within a period of three (3) hours prior to the normal reporting time of the Employee concerned.
 - (b) The allowance for weekly indemnity shall only commence on the Employee's second work day of illness.
 - (c) Weekly indemnity will not be granted to employees in case of illness or accident which is compensable under the laws of the Province of Ontario.
 - (d) An employee will not be entitled to weekly indemnity while on vacation.
 - (e) In doubtful cases, or, in cases of extended illness, the Plan reserves the right to request a doctor's certificate or to appoint another

doctor, other than the one providing the certificate, in order to establish the facts in the case.

ARTICLE 33 - ONTARIO HOSPITALIZATION INSURANCE PLAN

- 33.01 The **Union** and the Employers agree to the following formula for the above noted plan (O.H.I.P.).
- 33.02 For **all** full-time regular employees after having completed their probationary period, the Employer agrees to pay fifty percent (**50%**) of the plan and after one (**1**) year's continuous employment with the Employer, the Employer agrees to pay one hundred percent (**100%**) of the O.H.I.P. premiums.
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- 33.03 The above noted formula for payment will commence in the first year of the Agreement in the month upon receipt of a letter from the **Union** executive advising each employer that the contract in full has been ratified by the Employees.
- 33.04 It is understood and agreed that in order to avoid duplication of coverage of OHIP no contribution shall be made by the Employer where the spouse of the Employee is entitled to have his or her Employer contribute toward the above plan.
- 33.05 The above-stated amounts paid by the Employer for OHIP premiums will be paid for a period of three (**3**) months for full-time regular employees of the Employer who qualify in cases of illness or receiving benefits under the Workmen's Compensation Act.
- 33.06 In the event the Employer is required to make this payment in line with the provided for provision of this Agreement of said amount they will have the right to recover from any owed benefits or wages that have accumulated to the Employee's

credit should the Employee, after recovery, elect not to continue his or her employment with the Employer.

ARTICLE 34 - DEATH LEAVE ALLOWANCE

34.01 Full-time regular employees of the Employer on completion of one (1) year's continuous service shall be entitled to receive death allowances as follows:

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An employee shall be entitled to receive three (3) days leave of absence with three (3) days pay in the event of a death in the immediate family, that is the death of a husband or wife, or child, or father or mother, or sister or brother, or mother-in-law, or father-in-law, or grandchildren or grandparents.

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

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

ARTICLE 35 - PENSION PLAN

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35.01 Effective May 1, 1989 the Employers will pay for ~~for~~ **all** full-time regular employees, ten (10) cents per hour worked. In order to make this applicable the Employee will pay a matching ten (10) cents per hour worked.

35.02 A full-time, regular employee shall mean an employee who has completed his/her fifty (50) working days worked, and works regularly more than twenty (20) hours. the same **as** the Health and Welfare Plan.

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35.03 The parties agree the plan will be administered by the labour-management Trust Committee.

ARTICLE 36 - CASH WAGE RATES

36.01 Effective Receipt of Ratification Letter

Job Title	1st Year	2nd Year	3rd Year
	1987	1988	1989

Housekeeping

i.e. Maids

Houseman	7.05	7.37	7.74
Room Attendants	7.05	7.37	7.74
Lobby Porter	7.05	7.37	7.74
Seamstress	7.05	7.37	7.74
Uniform Attendant	7.05	7.37	7.74
Locker Attendant	7.05	7.37	7.74

B

Food Production

Station Chef	9.99	10.44	10.96
1st Ass't Cook	9.05	9.46	9.93
2nd Ass't Cook	8.36	8.74	9.18
3rd Ass't Cook	7.94	8.30	8.72
Kitchen Helper	6.93	7.24	7.60

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M

Repair & Maintenance

Maintenance TV	8.60	8.99	9.44
Gen'l Maintenance	8.60	8.99	9.44
Maintenance Yardman	7.26	7.59	7.97
Maintenance Electrician	8.60	8.99	9.44
Maintenance Painter	8.60	8.99	9.44
Maintenance Helper	7.26	7.59	7.97

Stewards

Garbage Pots	7.05	7.37	7.74
Stewards Helpers	6.93	7.24	7.60
Night Cleaners	7.28	7.61	7.99

Food & Beverage
Service

Hostess	6.27	6.55	6.88
Bus Help	5.57	5.82	6.11
Service Bartender	8.15	8.52	8.95
Stool Bartender	7.50	7.84	8.23
Captain	5.99	6.26	6.57
Waiter/ Waitress	5.08	5.31	5.58
Beverage Porters	6.98	7.29	7.65
Food & Bev. Cashier	7.02	7.34	7.71
Food & Bev. Stores	7.02	7.34	7.71
Room Serv. Order Taker	7.44	7.77	8.16
Mini-Bar Attendant	6.98	7.29	7.65

Laundry/Valet

Washer Extractor	7.16	7.48	7.85
Utility	7.05	7.37	7.74
Valet Presser	7.21	7.53	7.91
Dry Cleaner	8.10	8.46	8.88
Laundry Runner	7.05	7.37	7.74
Seamstress	7.05	7.37	7.74

Telephone

Operators	7.01	7.33	7.70
Night Operators	7.26	7.59	7.97

Parking

Valet	6.58	6.88	7.22
Cashier	7.00	7.32	7.69

Uniform Service

Bell Captain	5.62	5.87	6.16
Doorman	5.38	5.62	5.90
Bellman	5.08	5.31	5.58
Night Bellman	5.32	5.56	5.84
Package Service	5.13	5.36	5.63

Pool

Lifeguards

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

36.03 It is agreed by the parties that some of the hotels that are signatories to this Agreement do not have employees working all the classifications contained in this Agreement. The fact that the classification exists shall not oblige the hotels to have employees in every classification.

36.04 It is further agreed that some of the classifications listed above at some of the hotels are currently

1987	1.25
1988	1.31
1989	1.38

Starter rate differentials adjustment will commence with wage rate increases in accordance with that shown in Article 36.

36.06 The parties agree the position will be to continue the night shift differences in the following categories:

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- (a) Night Bellman - to be adjusted by the 4.5% based on the current \$5.09 rate to equal \$5.32 per hour or twenty-four (24) cents above the day bellman's rate.
- (b) Telephone Department - the night operator's current rate of \$6.81 will be adjusted by the 4.5% to 30¢ and by a further 14¢ per hour to equal the bellman's differential.
- (c) Night Cleaner - the night cleaners will maintain their current 34¢ per hour differential plus the above noted 4.5% increase.

36.07 (a) Notwithstanding Article 36.05, starting rate, the Schedule of Wages contained in Article 36 is the minimum and shall be applicable to all employees, and any employee who is receiving a higher rate of pay than the minimum shall not suffer any reduction because of the signing of the Agreement and he shall also be eligible for increases where applicable.

(b) All wage increases will be expressed as a percentage. This percentage will then be applied to the present rate of the Employee.

ARTICLE 37 - ROOM SERVICE

37.01 Effective May 1, 1987 HEGT Hotels will place on all room service cheques a rubber stamp containing the following wording:

“Gratuities not included in the total: 15% is suggested.”

ARTICLE 38 – SERVICE DEPARTMENT

- 38.01 Tour Baggage. The current \$1.25 per bag in and out will be adjusted by eight percent (8%) (\$1.35) on May 1, 1988, and a further four percent (4%) (\$1.40) on May 1, 1989.
- 38.02 Notwithstanding the above, the parties agree that this will not affect those tour contracts signed prior to the ratification and signing of this Agreement. It is further agreed management will make every effort within reason to contract, subject to this formula. The parties agree that in **cases** of lower rated tours e.g. Church Groups, Student Groups, etc. management will not be forced to refuse this business due to this clause in the agreement. However, the Union would have reasonable access to relative documents which would support Management’s claim that the tour would be lost, as a result of this practice.

ARTICLE 39 – BANQUET DEPARTMENT

39.01	<u>February 1, 1987</u>	<u>February 1, 1988</u>	<u>February 1, 1989</u>
Banquet Captain	6.05	6.32	6.64
Banquet Steady			
Waiters/Waitresses	5.08	5.31	5.58
Banquet Housemen	7.26	7.59	7.97
Banquet Bartenders	8.15	8.52	8.95

Wage rates to increase the **same** percentage **as** in the general body of the contract.

- 39.02 Full-time employees under Article 39 shall enjoy all benefits of a full-time regular employee unless

otherwise stated in this schedule. Part-time employees under Article 39 will be entitled to all terms and conditions so spelled out in this schedule.

39.03 HOURS OF WORK AND OVERTIME

Hours of work and overtime provisions for all employees under this schedule shall be in conformity with the Employment Standards Act of the Province of Ontario, with the exception of Banquet Housemen who will be scheduled in accordance with the general body of this Agreement. It is further understood that extra banquet waiters/waitresses will only qualify for those benefits legislated by the Province of Ontario.

39.04 SERVICE CHARGE FOOD:

It is agreed that, of the total amount of the Service Charge left by the **guest**, 75% of the food portion will be set aside for the sharing amongst the waiters and/or waitress staff who served the food. The remaining 25% will be at the disposal of the Catering Manager for distribution as he feels best suited.

39.05 Payment of service charge shall be equally divided amongst the waiters or waitresses who provide the service and they shall receive from the hotel an itemized breakdown for each function worked and their service charge every two (2) weeks.

39.06 The parties recognize and agree for the need to standardize the method in the distribution of service charge to banquet (union) captains and provide the following mechanism to achieve this goal. Each hotel, having negotiated with the master agreement, will continue to pay, from the management portion, the current distribution to these employees for the duration of this Agreement.

39.07 Beverage

It is agreed that any service performed for ban-

quet bars, and, the current method of wine sales which will remain status quo, all other banquet beverage service charges will be paid to the Employees providing the service, at 68% of the service charge paid by the guest, effective the date of ratification*.

*Service Charge	68%	Bartenders
(Host Bar)	7%	Banquet Housemen
	25%	Management

Bartenders and banquet housemen shall receive an itemized breakdown for each function worked and their service charge every two (2) weeks.

39.08 C.O.D. Bars

(a) All those hotels charging less than 12 1/2% will increase the service charge portion to that level, February 1, 1987, and the distribution will be continued at 68% for the people serving the beverage and 32% will be available for distribution at Management's discretion effective the date of ratification.

(b) It is further agreed that those hotels paying in excess of 12 1/2% service charge will maintain the current cents per ticket service charge until the 12 1/2% exceeds that amount.

39.09 It is further agreed that the checks, or relevant documents, showing the total amount of service charge signed by the guest, will be available for inspection by the Union upon written request. Non-payment of such service charge to the hotel are subject to deduction from subsequent lists.

39.10 The Union shall be notified accordingly of such non-payments. Adjustments on any non-payments will be made by the Catering Manager on a subsequent list of employees concerned.

39.11 A representative of the Union, upon written request, shall be permitted to make an audit of the relevant documents covering service charge

distribution and submit an audit report to both parties in writing declaring his findings within **30** days of completion of audit. Failure to produce this audit will nullify the above clause and its intent.

39.12 MEALS

The Employees under Article **39** 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 **39** when the Employee works and receives the meals, for taxation purposes.

39.13 Other Working Conditions

The number of steady Banquet waiters, waitresses and bartenders that should be scheduled as full time in the following hotels are: -

	<u>Waiters/ Waitresses</u>	<u>Bartenders</u>
Westin	Eleven (11)	Eight (8)
Sheraton Centre Inn on the Park	Twenty-five (25)	Twelve (12)
Westbury	Seventeen (17)	Eight (8)
Chelsea Inn	Twelve (12)	Five (5)
Ramada Downtown	Ten (10)	Six (6)
Ramada Don Valley	Four (4)	Two (2)
Hampton Court	Two (2)	One (1)
Prince Hotel	Two (2)	One (1)
Plaza II	Twelve (12)	Six (6)
	Four (4)	Two (2)

39.14 It is further agreed between the parties that should any of the above noted hotels either through volume or expanded facilities find it necessary to increase the capped numbers, they may do so.

39.15 It is further understood and agreed between the parties that the above noted capped numbers does not constitute any guarantee that work will be available or the companies are required to keep them at that level.

39.16 The parties further agree that **all** full time banquet waiters/waitresses covered under Article 39 will be assigned **on** a rotation basis with a view to equalizing the available functions, covers and income earned through the service charge where it is possible, without any restriction mentioned in Article 39.19.

39.17 The parties agree due to the potential variation of earnings caused by this rotation system that could result in a non-equal distribution of breakfasts, lunches and dinners, **no** employee will have the right to refuse assignments.

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

39.19 Gold Plate

(a) It is agreed that nothing so noted in any of the aforementioned language will supersede the existing practice of gold plate - special functions where management reserves the complete right to select those service persons that will be provided.

(b) The parties agree, effective February 1, 1988 of this Agreement that the service charge paid to the Employee for such noted service will increase from \$45.00 to \$50.00.

(c) It is understood and agreed, where current practices provide amounts in excess of this number, those hotels will continue the present practice.

39.20 Clean-Up for Dinner/Dance

(a) Waiters/Waitresses will set up functions assigned to them for service of food and after the function is over they will clean up the assigned function and leave the tablecloths on the tables.

- (b) Where a waiter or waitress is required to perform clean up work when there is no food service, or is required to set up or clean another function and are not scheduled to serve the function, they will receive a rate of pay equal to that of the banquet houseman for those hours worked.
- (c) Bartenders will clean up glasses after dinner is served. If extra help is required for clean up, the Maitre d' will request before the start of the function, the number of waiters/waitresses needed to stay for cleaning up of the function. If the Maitre d' does not have a response to his request, he will appoint the number needed from part-time waiters/waitresses who worked at the function. Full time waiters/waitresses will have a first refusal by seniority strictly on a voluntary basis.
- (d) Notwithstanding the above paragraph, should no part-time waiters/waitresses be scheduled, the Catering Manager will have the right to schedule from the group of employees serving the function, and to select in an inverse order of seniority the required number of people for any clean up work.

39.21 Serving the Wine

Waiters/Waitresses will set up for functions and put all glasses on the tables and the bartenders will serve the wine and clean up bottles and wine glasses after the function.

39.22 It is understood and agreed, where current practices in the service of wine differs, those hotels will continue their present practices.

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

39.24 (Part-time Employees – clarification)

The parties recognize that due to the peculiarities

of the hotel business and the banquet department there will be periods during the Employee's year where they will work in excess of the normal part-time cap of twenty-one (21) hours, but for the above stated reasons will not enjoy the full time benefits as indicated.

39.25 It is also recognized in the interest of prioritizing work assignments to senior people they may work in excess of the maximum required by the part-time person however, in doing so will not change their status or benefits.

39.26 All other banquet waiters/waitresses hired on a part-time basis will be in accordance with the Banquet Article 39.03.

SPECIAL ITEMS

1. Those hotels who currently have employees in the classification, Inspectresses, will receive rates of pay in accordance with the following:

The current cash wage rate differential between this classification and a room attendant will be retained during the life of the contract with each increase proportionately.

2. RAMADA HOTEL DOWNTOWN

In accordance with the Letter of Agreement dated 15 February 1984 between the said hotel and the Union, the front office employees who are not part of the master agreement will receive over and above their current wages the same increases as set out in Article 36.

In addition to the above, these employees will enjoy the terms and conditions of employment as spelled out in the master agreement and corresponding benefits therein, and will have full and complete coverage under the seniority provisions and the grievance procedure.

APPRENTICES

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For those hotels that have Apprentice Cooks, the incumbents will receive in addition to their percentage of wages which is governed by the Apprentice Act, an additional five percent (5%) over that said amount and be members of the Union.