

SOURCE	Union		
EFF.	93	02	01
TERM.	96	01	31
No. OF EMPLOYEES	2600		
NO. OF UNKNOWNS EMPLOYEES	22		

**MASTER
COLLECTIVE
AGREEMENT**

BETWEEN

HOTEL EMPLOYERS GROUP OF TORONTO

AND

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

1993 - 1996

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MASTER COLLECTIVE AGREEMENT

BETWEEN

THE PARTIES OF THE FIRST PART

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 OF THE FIRST PART
THROUGH THE FOLLOWING LISTED HOTELS:

The Delta Chelsea Inn
The Toronto Hilton
Four Seasons Inn on the Park
Westbury Howard Johnson Plaza
The Toronto Prince Hotel
Best Western Primrose Hotel
Ramada Renaissance Don Valley
The Sheraton Centre Hotel & Towers
Hotel Plaza II

AND

THE PARTY OF THE SECOND PART

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

1993 - 1996

GENERAL INFORMATION

UNION HEADQUARTERS 467-0140
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This is your Union. Please feel free to drop by Local 75's headquarters which is located at 250 Ferrand Drive, Suite 604, Don Mills, Ontario M3C 3J4.

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 TRAVELLING CARDS

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

A Withdrawal Card will enable you to re-enter the Hotel Workers union without paying 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 employees of the Employers who make up the current H.E.G.T., listed on page one (1) of this Agreement, whose classification or groupings are listed in Articles 33 and 36.
- 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.
- 2.03 ^{db/}_{4/} "Part-time Employee" means an employee employed in the bargaining unit who regularly works less than twenty-four (24) hours per week or as amended in paragraphs 30.03 and 32.03.
- 2.04 Articles 23.01, 23.02, 23.04 and Articles 27, 28, 30, 31 and 32 shall not apply to part-time employees 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 _{ny} 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 the employee's first (1st) 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

6.01 All sums deducted, together with the record of those from whom deductions have been made and the amount shall be forwarded to and received by the Treasurer of the Local Union along with the employee's Social Insurance Number on 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/her 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 Rights clause as spelled out in this Agreement.

- 6.04 It is understood that the amount of initiation fees and dues is determined by the Local Union, or by Union International Convention 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 sixty (60) 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, 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 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.
- 6.09 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 - RESERVATION OF MANAGEMENT RIGHTS

- 7.01 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 or retire 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 proper subject matter for **a** grievance.

ARTICLE 8 - NO STRIKE OR LOCK-OUTS

- 8.01 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.
- 8.02 The words "**strike**" and "**lock-out**" in this Agreement shall mean "**strike**" and "**lock-out**" as defined in the Ontario Labour Relations Act.
- 8.03 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.

- 8.04 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 work day occurring during this Agreement regardless of any labour strife or problems confronting the Employer or any other employers.

ARTICLE 9 - NEGOTIATING COMMITTEES

- 9.01 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 co-operate with the Employer in the administration of the Agreement.
- 9.02 Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Management Committees.
- 9.03 It is clearly understood that the Negotiating Committee is a separate entity, and will deal with such matters as are properly the subject of negotiations, including proposals for the renewal or modifications of this Agreement at the proper time as provided for herein. In accordance with this understanding each Employer will compensate such employee for time spent in negotiating with the Employer, at their regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours. For the purposes of interpreting the number of people to receive payment on this Committee the formula of one Committee member per hotel will be used, or a number otherwise mutually agreed upon by the parties.
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ARTICLE 10 - SHOP STEWARDS

- 10.01 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:

HOUSEKEEPING DEPARTMENT
SERVICE DEPARTMENT
TELEPHONE DEPARTMENT
LAUNDRY DEPARTMENT
KITCHEN DEPARTMENT
STEWARD DEPARTMENT
FOOD & BEVERAGE OUTLET(S)* including Room Service
GARAGE DEPARTMENT
MAINTENANCE DEPARTMENT
BANQUET DEPARTMENT

- 10.02 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.
- 10.03 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.
- 10.04 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.
- 10.05 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 as they are capable and have the skill and ability to perform any work available in their respective departments.

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ARTICLE 11 - QUALIFICATION OF STEWARDS

- 11.01 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. An employee on lay off, or on notice of lay off, cannot be appointed as a steward.
- 11.02 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

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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.

ARTICLE 12 - DISCIPLINE AND DISCUSSION

- 12.01 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.
- 12.02 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 13 - GRIEVANCE PROCEDURE

- 13.01 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 to adjust his/her complaint.
- 13.02 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.
- 13.03 **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.

13.04

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 Director, Human Resources 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 Director, Human Resources, then Step No. 3 of the grievance procedure shall be taken.

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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 fourteen (14) calendar days after the grievance has been dealt with in Step No. 3.

ARTICLE 14 - UNION GRIEVANCE

14.01

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.

14.02

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 15 - MANAGEMENT GRIEVANCES

- 15.01 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.
- 15.02 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 16 DISCHARGE CASES

- 16.01 The Union acknowledges that probationary employees may be disciplined or discharged where, in the sole opinion of the Employer, the employee's performance, conduct, attitude, attendance or appearance is unsatisfactory, provided that in making such an evaluation the Company does so in good faith.
- 16.02 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.
- 16.03 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.
- 16.04 When an employee has been dismissed or if dismissal and resignation have been discussed, the Employer will inform the employee of his/her right to interview a Shop Steward for a reasonable period of time before leaving the premises.
- 16.05 No employee shall be disciplined or discharged on his/her day off. In any event, the Employer reserves the right to instigate disciplinary action should an employee engage in misconduct while on the Employer's premises on his or her day off.

ARTICLE 17 - ARBITRATION OF GRIEVANCES

- 17.01 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.
- 17.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 17.03 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.
- 17.04 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.
- 17.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 17.06 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.
- 17.07 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 18 - BULLETIN BOARDS

- 18.01 The Employer will provide bulletin boards at the employees' entrance of the hotel for the convenience of the Union for posting notices of Union activity. All such notices must be signed by the proper officer of the Local Union, and submitted to the Director, Human Resources for his/her approval before being posted.

- 18.02 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 the Union will present to the Director, Human Resources said notices for his/her approval and the Director, Human Resources will post the notice. Removal date of said notices will be agreed upon at the time of approval by the Director, Human Resources.

ARTICLE 19 - 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 20 - SENIORITY

- 20.01 *4/2050* 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.
- 20.02 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.
- 20.03 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.
- 20.04 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.
- 20.05 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.

20.06 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,

20.07 Department Seniority will be the governing factor (see Article 20.02) in cases of promotions, demotions or upgrading of employees where all other factors including skill, ability and efficiency are equal.

20.08 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.

20.09 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.

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

20.11 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 only to bump the employee with the lesser seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available, 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.

20.12 It is agreed that 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.

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

20.14 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 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 supersede that of their immediate supervisor.

20.15 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.

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20.16 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.

20.17 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.

20.18 Should the Hotel close a food and beverage outlet, the affected employee may exercise his/her seniority and displace an employee in an equal or lower classification, in another comparable food and beverage outlet, with lesser classification seniority providing the employee has the skill, ability, and efficiency to do the job. The employee must be willing to assume the shift of the displaced employee. Where skill, ability, and efficiency to do the job are equal then classification seniority will be the governing factor and the employee shall retain house seniority, while being required to accumulate departmental seniority in his/her new occupation.

Should the hotel close a department the employer will undertake to place the affected employee into another 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 selected by the employee within a fourteen (14) day period from the closure date in writing or by application to the personnel office.

Failure on the part of the employee to select 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 21 - SUBCONTRACTING

- 21.01 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 33), Management will otherwise assign or offer alternative employment to the displaced person(s) providing such 'persons) are willing to accept the position and working conditions that are available and management is not restricted in maintaining a fully qualified work force as a result..
- 21.02 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 as shown in Article 33 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.
- 21.03 The Employer agrees to negotiate regarding the ramifications of subcontracting with a Union Officer prior to implementation.

21.04 If a food and beverage outlet is to be leased, the Employer will advise those affected employees immediately so that they may join the new employer or elect to seek alternate employment within the hotel in accordance with Article 20.18. However, it is understood that notice to those affected employees will not be less than seven (7) days.

21.05 The Employer will, prior to the commencement of the lessee's term, arrange a meeting between the Union, the lessee, and the Hotel. The purpose of the meeting is to inform the lessee of his obligations concerning the collection and submission of union dues, and the payment of health and welfare, and pension monies. In the event of a dispute arising from non-payment on the part of the lessee, the Hotel, without assuming any of the lessee's liabilities, will endeavour to assist the Union in collecting monies owing.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 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/her seniority shall continue to accumulate. **Any** 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.

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22.02 **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.

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22.03 Requests for Leave of Absence must be made in writing to the Manager as early as possible, but no 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.

22.04 The Employer will reply in writing to the employee within seven (7) days after receipt of the request for Leave of Absence.

22.05 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 23 - HOURS OF WORK AND WORKING CONDITIONS

- 23.01 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.
- 23.02 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.
- 23.03 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 23.01 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.
- 23.04 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.
- 23.05 Part-time employees will be guaranteed a four (4) hour reporting for work allowance in accordance with the above.
- 23.06 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 23.01 or 23.04 of this Agreement.
- 23.07 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."

23.08 The foregoing Article 23.07 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.

23.09 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 seven (7) calendar 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 20.07 through 20.13), so long as it does not prevent the Employer from maintaining an adequate and qualified work force.

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ARTICLE 24 - OVERTIME REGULATIONS - DAILY BASIS

24.01 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.

24.02 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 employee's regular rate for the first half hour and time and one half his or her regular rate for all time after the first half hour.

24.03 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.

24.04 Any work performed on the sixth (6th) or seventh (7th) consecutive day shall be paid for at the rate of time and one half (1 1/2) of his or her regular hourly rate of pay.

24.05 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) or requests to work on his/her scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6th) or seventh (7th) day, the Employer shall not be required to pay overtime rates to honour this request.

ARTICLE 25 - OTHER WORKING CONDITIONS

25.01 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.

- 25.02 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.
- 25.03 Employees neglecting to punch/sign in and out at all required times throughout working hours may be subject to disciplinary action.
- 25.04 Each employee shall punch/sign only his/her own time card.
- 25.05 **An** employee who punches/signs a time card of another employee is subject to immediate dismissal.
- 25.06 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.
- 25.07(a) Employee warning notices and suspensions will be taken from the employee's file after two (2) years, should the offense not be repeated during that period. 9/1
- (b) 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 Shop Steward and a member of the Personnel Department. The meeting will take place during regular business hours of the Personnel Department. Should the employee wish to remove or alter any contents of his/her file other than provided for elsewhere in this Contract, the grievance procedure must be invoked.
- 25.08 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.
- 25.09 All employees under the scope of the Collective Agreement shall be entitled to one (1) free duty meal in an area designated by Management at a time assigned by their Supervisor. The price of such meal will be added to the rates shown on the wage rates when the employee works and receives the meal for taxation purposes.
- Notwithstanding the above, the Parties agree that this duty meal will be taken on the employee's own time.
- 25.10 Corkage Fee - When the regular 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 fee.

When there is no corkage being charged, or corkage is charged at a reduced rate, and bar service provided, the Employer shall pay the server a service charge of ten (10) percent of the published corkage charge.

25.11 When a person calls to make reservation for a Party of eight (8) or more for lunch or dinner in one of the Hotel dining rooms, it is suggested to the person making the reservation that a suggested gratuity of 15% will be added to the bill. If the person making the reservation objects, no such gratuity is added. Furthermore, as it is a suggested gratuity, even though it may be shown on the bill the guest is under no obligation to pay it. Finally, even if the guest has agreed to a suggested gratuity, if the guest subsequently complains about the service, the gratuity is not added to the cheque.

25.12 When an employee is scheduled to report to work and they absent themselves, Management will have the right to enquire as to the reason or reasons for their failure to report.

All cases of absence 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.

ARTICLE 26 - UNIFORMS

26.01 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.

26.02 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.

26.03 The Parties further agree that past practice will continue.

ARTICLE 27 - VACATIONS

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27.01 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.

05-03
27.02 All full-time regular employees of the Employer who have completed five (5) years continuous service with the Employer, but less than twelve (12) years in their anniversary year shall be entitled to three (3) week vacation, with six percent (6%) of gross wages.

12-04 .03 All full-time regular employees of the Employer 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.

27.04 * Effective February 1, 1995, all full-time regular employees of the Employer who have completed twenty five (25) years of service or more of continuous service with the employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages.
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27.05 Vacations shall be granted within ten (10) months following the date on which an employee qualifies.

27.06 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.

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

27.08 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.
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27.09 The usual deductions from an employee's pay will be deducted from the employee's vacation money.

27.10 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.

27.11 The Employer will arrange for a vacation schedule to be posted by department by February 1st of each year.

27.12 The vacation schedule in its final form will be posted by department by March 31 of each year.

ARTICLE 28 - PAID HOLIDAY PRIVILEGES

28.01 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:

- 5/120
- New Year's Day
 - Good Friday
 - Victoria Day
 - Dominion Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Christmas Day

Boxing Day
Remembrance Day
Anniversary Date (Employment start date)
Employee's Birthday

- 28.02 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.
- 28.03 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.
- 28.04 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.
- 28.05 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.
- 28.06 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 four (4) present unlegislated days.
- 28.07 **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 29 - SAFETY AND HEALTH

- 29.01 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.
- 29.02 *69.1/2* **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.
- 29.03 If any employee upon being so examined is found not to fulfil the medical requirements for his/her position, such employee will be allowed at their own cost, to consult a physician of their choice. If the reports of the two physicians conflict, a third physician will be selected by the two physicians. His/her employment may be terminated and such termination may be the proper subject matter of a grievance within the meaning of this Agreement and shall be arbitrable.

ARTICLE 30 - HEALTH AND WELFARE/WEEKLY INDEMNITY PLAN

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- 30.01 Health and Welfare payments to be made to the trust in effect currently between the Parties on an hourly banking formula: effective Feb. 1, 1993, fifty-three (.53) cents, maximum per hour worked; Feb. 1, 1994, fifty-eight (.58) cents, maximum per hour worked; Feb. 1, 1995, sixty-three (.63) 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.
- 30.02 All Health and Welfare payments shall be calculated from the first day (1st) of each month to the last day of each month, and shall be remitted and received by the trust of the Health and Welfare Plan of Local 75, prior to the fifteenth (15th) day of the following month.

The Employer will be responsible for loss of benefits to any employee because of any Employer's default action of payments.
- 30.03 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.
- 30.04 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 twenty (20) hours per week. 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.

REVIEW OF THE EMPLOYER'S PAYROLL RECORDS

- 30.05 The Employer shall allow the properly authorized Trustee to review payroll records to ensure that the proper contributions are being made pursuant to Article 30.01 of this Agreement.
- 30.06 In the event that the Trustee intends to review the Employer's payroll records the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

ARTICLE 31 - BEREAVEMENT LEAVE

- 31.01 Full-time regular employees of the Employer on completion of the probationary period of fifty (50) working days worked shall be entitled to receive bereavement leave 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.

- 31.02 In order to qualify for the foregoing bereavement leave, employees must supply proof by way of doctor's certificate or newspaper clipping. Department Heads must be promptly notified.
- 31.03 The total allowance in any one (1) year of an employee's employment shall be a maximum of six (6) days with pay.

ARTICLE 32 - PENSION PLAN

- 27*
1 *28*
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- 32.01 Effective August 1, 1992 Employers will pay fifteen (.15) cents per hour worked. In order to make this applicable the employee will pay ten (.10) cents per hour worked. Effective February 1, 1995 Employers will pay twenty cents (20 cents) and the employee will pay fifteen cents (.15) cents per hour worked during the lifetime of this agreement.
- 32.02 All Pension payments shall be calculated from the first day (1st) of each month to the last day of each month, **and** shall be remitted and received by the trust of the Pension Plan of

Local 75, prior to the fifteenth (15th) day of the following month.

32.03 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.

32.04 *8/2* The Parties agree the plan will be administered by the labour-management Trust Committee.

ARTICLE 33 - CASH WAGE RATE

33.01

Title	1993	Feb 1 1994	Oct 1 1994	Feb 1 1995	Oct 1 1995
Housekeeping Department					
Houseperson	10.00	10.20	10.40	10.60	10.85
Room Attendants	10.00	10.20	10.40	10.60	10.85
Lobby Porter	10.00	10.20	10.40	10.60	10.85
Seamsperson	10.00	10.20	10.40	10.60	10.85
Uniform Attendant	10.00	10.20	10.40	10.60	10.85
Locker Attendant	10.00	10.20	10.40	10.60	10.85
Food Production Department (Kitchen)					
Station Chef	13.60	13.80	14.00	14.20	14.45
1st Assistant Cook	12.31	12.51	12.71	12.91	13.16
2nd Assistant Cook	11.39	11.59	11.79	11.99	12.24
3rd Assistant Cook	10.84	11.04	11.24	11.44	11.69
Kitchen Helper	9.90	10.10	10.30	10.50	10.75
1st Year Apprentice	8.40	8.60	8.80	9.00	9.25
2nd Year Apprentice	9.70	9.90	10.10	10.30	10.55
3rd Year Apprentice	10.99	11.19	11.39	11.59	11.84
Repair & Maintenance Department					
Maintenance TV	11.71	11.91	12.11	12.31	12.56
General Maintenance	11.71	11.91	12.11	12.31	12.56
Maintenance Yardperson	9.89	10.09	10.29	10.49	10.74
Maintenance Electrician	11.71	11.91	12.11	12.31	12.56
Maintenance Painter	11.71	11.91	12.11	12.31	12.56
Maintenance Helper	9.89	10.09	10.29	10.49	10.74
Stewards Department					
Garbage Pots	10.00	10.20	10.40	10.60	10.85
Stewards' Helpers	9.90	10.10	10.30	10.50	10.75
Night Cleaners	9.92	10.12	10.32	10.52	10.77

Title	1993	Feb 1 1994	Oct 1 1994	Feb 1 1995	Oct 1 1995
Food & Beverage Outlets					
Hostess/Host	8.53	8.73	8.93	9.13	9.38
Bus Help	7.59	7.79	7.99	8.19	8.44
Captain	7.93	8.03	8.13	8.23	8.38
Waiter/Waitress	6.72	6.82	6.92	7.02	7.17
Food & Beverage Cashier	9.57	9.77	9.97	10.17	10.42
Food & Beverage Stores	9.57	9.77	9.97	10.17	10.42
Room Service Order Taker	10.14	10.34	10.54	10.74	10.99
Beverage Department					
Stool Bartender	9.92	10.02	10.12	10.22	10.37
Service Bartender	11.11	11.31	11.51	11.71	11.96
Combined Bartender	10.60	10.70	10.80	10.90	11.05
Beverage Porter	9.50	9.70	9.90	10.10	10.35
Mini Bar Department					
Mini-Bar Attendant	9.50	9.70	9.90	10.10	10.35
Laundry/Valet Department					
Washer Extractor	10.02	10.22	10.42	10.62	10.87
Utility	10.00	10.20	10.40	10.60	10.85
Valet Presser	9.74	9.94	10.14	10.34	10.59
Dry Cleaner	10.90	11.10	11.30	11.50	11.75
Laundry Runner	10.00	10.20	10.40	10.60	10.85
Seamsperson	10.00	10.20	10.40	10.60	10.85
Telephone Department					
Operators	10.00	10.20	10.40	10.60	10.85
Night Operators	10.18	10.38	10.58	10.78	11.03
Parking Department					
Valet	8.70	8.90	9.10	9.30	9.55
Cashier	9.86	10.06	10.26	10.46	10.71
Uniform Service Department					
Bell Captain	7.43	7.53	7.63	7.73	7.88
Doorman	7.12	7.22	7.32	7.42	7.57
Bellperson	6.73	6.83	6.93	7.03	7.18
Night Bellman	7.04	7.14	7.24	7.34	7.49
Package Service	6.78	6.88	6.98	7.08	7.23

33.01 (a) It is agreed that all gratuity employees (excluding Banquet employees) working split shifts will not be paid less than 8 hours per day over a 12 hour period.

(b) It is agreed that for those hotels that have Apprentice Cooks, the incumbents will receive in addition to their percentage of wages which is governed by the Apprenticeship Act, the increase applicable to non-tipped employees.

33.02 LEGISLATED WAGE RATES

(a) It is agreed by the Parties to the principle of retaining during the life of this Agreement a twenty (20) cents per hour differential above the Provincial minimum wage for all employees who are affected.

(b) This twenty (20) cents differential will at no time compound the regularly scheduled wage increases in the provided for wage adjustments attached hereto.

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

33.04 The Parties agree to a starting rate. New employees will receive 80% of the contract rate in effect at the time of hiring after the date of ratification, for six months. This rate will only apply to **new** hires. It is further understood that probationary employees will only qualify for those benefits legislated by the Province of Ontario.

Starter rate differentials adjustment will commence with the date of ratification in accordance with that shown in Article 33.

33.05 Notwithstanding Article 33.04, Starting Rate, the Schedule of Wages contained in Article 33 is the minimum and shall be applicable to all employees; any employee who is receiving a higher rate of pay than the minimum shall not suffer any reduction because of the signing of this Agreement, and he/she will be eligible for increases where applicable.

33.06 Those classifications in which a Hotel normally has employees shall not be eliminated during the life of this Agreement without prior discussion between the Employer and a Union Officer.

ARTICLE 34 - ROOM SERVICE

34.01 In the Room Service Department, a suggested gratuity in amount of fifteen percent (15%) shall be shown on the guest's cheque, with the understanding that non-payment of all/any service charge to the Hotel by the guest will be recoverable from the employee.

34.02 The Service charge of any function held in a hotel suite or private room, that **is** sold through sales and catering shall be split **as** follows; **75%** to the unionized staff servicing the function; and, **25%** will be at the disposal of the catering manager as he/she feels best suited.

34.03 Each hotel will continue its past practice currently in effect.

ARTICLE 35 - SERVICE DEPARTMENT

35.01 Tour Baggage. The current \$1.50 per bag in and out will remain in effect until January 31, 1995. This article does not apply to transportation crews unless the baggage fee is part of the crew contract with the hotel. The Union would have reasonable access to relative documents which would support management's claim that the crew contract **does** not contain a baggage fee. It *is* further agreed that effective February 1, **1995**, \$1.60 per bag in and out.

35.02 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.

ARTICLE 36 - BANQUET DEPARTMENT

36.01

	1993	Feb 1 94	Oct 1 94	Feb 1 95	Oct 1 95
Captain	8.01	8.11	8.21	8.31	8.46
Server	6.72	6.82	6.92	7.02	7.17
Housemen	9.89	10.09	10.29	10.49	10.74
Bartenders	10.79	10.89	10.99	11.09	11.24

36.02 Full-time employees under Article 36 shall enjoy all benefits of all full-time regular employee unless otherwise stated in this schedule. Part-time employees **under** Article 36 will be entitled to all terms and conditions **so** spelled out in this schedule and shall **be booked** according to seniority.

36.03 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.

36.04 SERVICE CHARGE FOOD

It is agreed that of the total amount of the service charge left by the guest, seventy five per cent (75%) will be set aside for the sharing amongst the servers who served the food and twenty five percent (25%) of the service charge will be set aside for the disposal of the Catering Manager for distribution as he/she feels best suited.

Effective February 1, 1995: it is agreed that of the total amount of the service charge left by the guest, seventy five percent (75%) will be set aside for the sharing among the servers who serve the food. One percent (1%) of the total amount will be set aside for the banquet housemen/porters, and twenty four percent (24%) of it will be set aside for the disposal of the Catering Manager for distribution as he/she feels best suited.

36.05 (a) 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.

(b) Payment of service charges shall be equally divided amongst the banquet housemen/porters and they shall receive from the hotel an itemized breakdown for each function every two weeks.

36.06 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.

36.07A SERVICE CHARGE BEVERAGE: Effective the date of ratification, it is agreed that any service performed for banquet bar, and all other banquet beverage service that of the total amount of the service charge, seventy three percent (73%) will be set aside for the sharing amongst the employees providing the service. Two percent of the total amount of the service charge will be set aside for the banquet housemen (porters) and twenty five percent (25%) of the service charge will be set aside for the disposal of the Catering Manager for distribution as he/she feels best suited.

36.07B C.O.D. BARS Effective February 1, 1994 Hotels will charge fifteen percent service charge. Effective the date of ratification it is agreed that of the service charge, 73% shall be set aside for banquet bartenders serving the function and 2% shall be set aside for the banquet

housemen (porters) and twenty five percent (25%) of the service charge be set aside for the disposal of the Catering Manager for distribution as he/she feels best suited.

36.07C Bartenders and Banquet Housemen shall receive an itemized breakdown for each function worked and their service charge every two (2) weeks.

36.08 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.

36.10 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.

36.11 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/her findings within 30 days of completion of audit. Failure to produce this audit will nullify the above clause and its intent.

36.12 MEALS

The employees under Article 36 shall be allowed one (1) free duty meal for each four (4) hours worked in an area designated by Management. The price of such meals will be added to the rates shown on Article 36 when the employee works and receives the meals, for taxation purposes.

36.13 OTHER WORKING CONDITIONS

The number of steady Banquet Waiters, Waitresses and Bartenders that should be scheduled as full-time in the following hotels are:

	Servers	Bartenders
Toronto Hilton	(11)	(8)
Sheraton Centre Hotel & Tower	(25)	(12)
Four Seasons Inn on the Park	(17)	(8)
The Westbury Howard Johnson Plaza Hotel	(12)	(5)

Delta Chelsea Inn	(10)	(6)
Ramada Renaissance - Don Valley	(2)	(1)
Toronto Prince Hotel	(12)	(6)
Hotel Plaza II	(4)	(2)
Best Western Primrose Hotel	(4)	(2)

- 36.14 It is further agreed between the Parties that should any of the above noted Hotels either through increased volume, decreased volume, expanded or decreased facilities, find it necessary to increase or decrease the capped numbers they may do so by using a base of thirty-five (35) hours per week. Such increases and/or decreases shall be discussed with a Union officer prior to any changes.
- 36.15 It is further understood and agreed between the Parties that the above noted capped numbers do not constitute any guarantee that work will be available or the companies are required to keep them at that level.
- 36.16 The Parties further agree that all full-time Banquet Waiters/Waitresses covered under Article 36 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 36.19.
- 36.17 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 right to refuse assignments.
- 36.18 **An** employee who refuses two (2) scheduled work assignments in any two (2) normal work weeks shall be considered as having terminated their employment by the company.
- 36.19 **GOLD PLATE AND TRIAL FUNCTIONS**
- (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 that the service charge paid to the employees for such noted service will be \$65.00.

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

(d) Management Functions: employers agree to a 10% service charge on retail price payable to service staff for Hotel sponsored functions.

36.20

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 that function, they will receive a rate of pay equal to that of the Banquet Housemen 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/her request, he/she 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.

36.21

SERVING THE WINE

(a) It is understood that servers will set up functions, and serve the wine, put all glasses on the tables, and clean up bottles and wine glasses after the function.

(b) It is also understood that when a bartender is requested to set up the wine service he/she will receive a share of the staff portion of the gratuities as follows:

Servers 58%
Bartenders 40%
Banquet Housemen/Porter 2%

(c) Where there is both bar and food service requested for a function there shall be one bartender scheduled with the necessary servers. For 50 guests or less the servers and the bartender shall be responsible for the service of the food, bar, and wine service. The bar, wine and food gratuity shall be combined and divided equally.

(d) It is also understood that any function over 50 guests shall **be** the responsibility of the bartender to service the guests excluding the food and wine.

Food and wine service shall be paid at the server's rate, bar service shall be paid at bartenders rate.

36.22 A Waiter or Waitress shall not be required to perform a Cook's duty.

36.23 (Part-time employees - clarification)

4/8/A
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.

36.24 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.

36.25 All other Banquet Waiters/Waitresses hired on a part-time basis will be in accordance with the Banquet Article 36.03.

ARTICLE 37 RETIREMENT *4/8/A*

37.01 Normal retirement age for all employees will be age 65 and employees shall retire from employment at the conclusion of the month during which they turn 65.

37.02 Notwithstanding the foregoing, such employees may not necessarily be compelled to stop work at age 65 and may continue to be employed after age 65.

37.03 Such **staff** may be required to have a medical examination by a physician agreed to by the Employer and the Union in order to qualify for employment beyond age 65. Extensions of employment beyond 65 will be based on the needs and requirements of the employee's department and the capabilities and work performance of the employee.

37.04 Any extensions granted will be for a one (1) year period only on **such** terms and conditions as determined by the Employer and the Union at the time of review but further


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one year extensions may also be applied for under the same terms and conditions set out above.

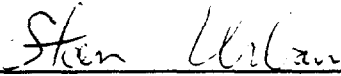
ARTICLE 38 - TERMINATION OR MODIFICATIONS

- 38.01 This Agreement shall be in effect from February 1, 1993 and continue in effect until January 31, 1996 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~~ 31 January, 1997 and so on from year to year thereafter.
- 38.02 Notice that amendments are required, or that either Party intends to terminate the Agreement, may only be given during the month of November, 1995 and in subsequent years in the said month of November.
- 38.03 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 1996. **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.
- 38.04 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.

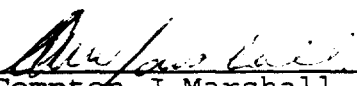
DULY EXECUTED BY THE PARTIES HERETO FOR:
HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75 (by
the Union Executive and the Negotiating Committee)




J-G. Belanger
President and Negotiator



Stan Urbain
Secretary/Business Manager

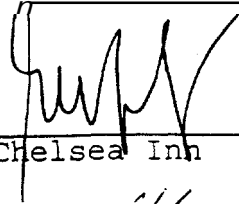


Compton J. Marshall
Executive Vice President & Treasurer

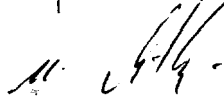


J. Wancho
H.E.G.T. President

FOR THE HOTELS



Delta Chelsea Inn



Toronto Hilton



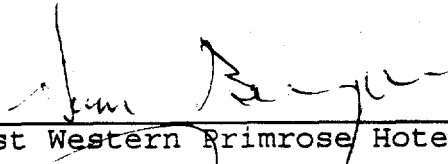
Four Seasons Inn on the Park



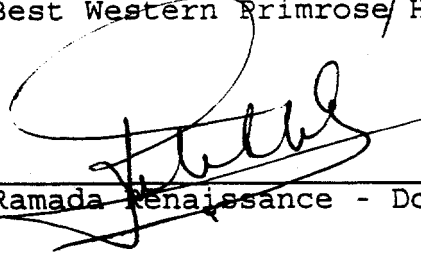
The Westbury Howard Johnson Plaza Hotel



The Toronto Prince Hotel



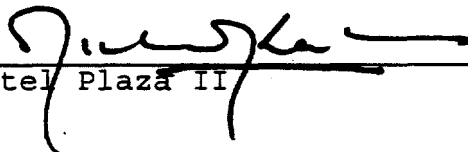
Best Western Brimrose Hotel



Ramada Renaissance - Don Valley



The Sheraton Centre Hotel & Towers



Hotel Plaza II

FOR THE UNION

Borai Malik

Delta Chelsea Inn

James

Toronto Hilton

Francis P. Smith

Four Seasons Inn on the Park

Everett [unclear]

The Westbury Howard Johnson Plaza Hotel

[unclear]

The Toronto Prince Hotel

Best Western Primrose Hotel

Anta [unclear]

Ramada Renaissance - Don Valley

Neko Savik

The Sheraton Centre Hotel & Towers

[unclear]

Hotel Plaza II

