

SOURCE	Union		
EFF.	93	06	01
TERM.	95	05	31
No. of EMPLOYEES	94		
NUMBER OF EMPLOYEES	SD		

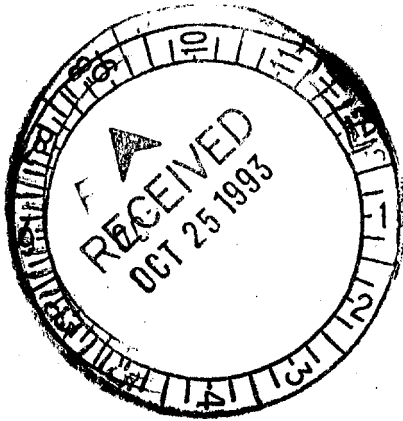
Collective Agreement  
Between

The Canadian Brotherhood of  
Railway Transport and  
General Workers  
and  
CN Tower Limited

**Effective:** June 1, 1993  
**Expires:** May 31, 1995

Agreement No. :5.14

0652304



CBRT & GW  
EFFECTIVE: JUNE 1993  
TERMINATES: 31 MAY 1995  
No. OF EMPLOYEES:

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## ARTICLE 2

### DEFINITIONS

2.1 For the purpose of this Agreement:

- (a) **"Company"** means the CN Tower Limited
- (b) **"Union"** means the Canadian Brotherhood of Railway, Transport and General Workers.
- (c) A **"Full-time"** employee means a person employed on a full-time basis and who works over thirty (30) hours per week.  
  
A full-time employee who has not been laid off and who may have his/her hours of work reduced to less than thirty (30) hours per week will continue to receive all benefits to which he/she is entitled under the Collective Agreement.
- (d) A **"Part-time"** employee means a person employed on a part-time basis and who normally works less than thirty (30) hours per week.
- (e) **"Qualifications"** means the ability to perform the duties of a position including skills, knowledge, general appearance and aptitude to meet and handle the public where required.
- (f) A **"Schedule Position"** means a position coming within the scope of this Agreement.
- (g) A **"Non-scheduled Position"** means a position which is excluded from the scope of this Agreement.
- (h) A **"Temporary Vacancy"** is a vacancy in a schedule positions created by the absence or the temporary assignment elsewhere of a regularly assigned employee.
- (i) A **"Local agreement"** means an arrangement made in writing between the Local Chairperson and the Director of Human Resources of the CN Tower Limited.

ARTICLE 1

SCOPE

- 1.1 The Provisions of this Agreement shall apply to employees of the CN Tower Limited holding positions within the job classifications listed In Schedule "A" hereof and to employees who are assigned to positions within job classifications of similar kind or class to those listed in Schedule "A" which might be created during the term of this Agreement.
- 1.2 The provisions of this Agreement shall not apply to persons employed in classifications listed in Schedule "B" hereof or to persons assigned to classifications similar in kind or class to those listed in Schedule "B" hereof which might be created during the term of this Agreement.
- 1.3 The Company recognizes the Canadian Brotherhood of Railway, Transport and General Workers as the sole bargaining agent with respect to employees covered by this Agreement and the provisions contained therein.

- (j) A "mutual agreement" means an agreement reached between the President and/or designated Management employee of the CN Tower and the Union's National Representative assigned employee.
- (k) "Seniority Section" means the area in which the employee works as is identified by the main headings of Schedule "A" i.e. Top of Toronto. Kitchen etc.
- (l) "Job Classification" means the position which the employee holds as identified in "Schedule A" i.e. Captain. Waiter, Buspenderson etc.

### ARTICLE 3

#### MANAGEMENT'S RIGHTS

- 3.1 The Union acknowledges that it is the exclusive function of the Company to manage the business in which it is engaged and, in particular, without restricting the generality of the foregoing, to:
- (a) maintain order, discipline and efficiency;
  - (b) direct its employees in the tasks assigned to them, to determine the work to be performed, the method, the processes, the schedule of work and the manner in which they are to be carried out;
  - (c) limit, suspend or cease operations, or make necessary arrangements due to a change in the employer's policies;
  - (d) hire, promote, demote, and with just cause to suspend, discipline or discharge employees,
- 3.2 It is agreed that the employer may, at its discretion, issue and enforce from time to time company policies and procedures which shall be binding upon the employees in order to assure the continuing successful and efficient operation of its business. Breaches of the above company policies and procedures by an employee may be cause for disciplinary action, up to and including discharge.
- 3.3 None of the above functions will be exercised in a manner inconsistent with the provisions of the Collective Agreement.
- 3.4 Whenever new developments occur with respect to the implementation of new rules and regulations or developments with respect to Article 3.1(c) and 3.2, the Union will be afforded the opportunity, in advance, of discussing such changes.



**ARTICLE 4**

**PROBATIONARY EMPLOYEES**

- 4.1 A full-time or part-time employee, having sixty (60) days of actual work or less accumulated service will be considered as on probation and if found unsuitable, will not be retained in the service of the Company. Work performed on any one day shall constitute a day of actual work. A probationary employee if found unsuitable shall not be entitled to grieve with respect to discharge but with this exception shall have access to the grievance procedure.
- 4.2 At the discretion of Management, a probationary rate of up to five per cent (5%) per hour below the basic rate of pay may be paid to employees during their first one thousand (1000) hours of employment.

## ARTICLE 5

### DEDUCTION OF DUES

- 5.1 The Company shall deduct on each pay period of the month wages due and payable to each employee occupying a position coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly dues of the Brotherhood subject to the conditions and exceptions set forth hereunder.
- 5.2 The amount to be deducted shall be equivalent to the amount designated by of the Brotherhood and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Agreement excepting to conform with a change in the amount of regular dues of the brotherhood in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the brotherhood of the amount of regular monthly dues.
- 5.3 Employees filling positions exempted from the provisions of this Agreement shall be excepted from dues deductions.
- 5.4 Deduction shall commence with the month following in which the new employee begins work, such deduction shall be made on the last pay period of that month.
- 5.5 if the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employees by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 5.6 Only payroll deductions now or hereafter required by law, and deduction of monies due or owing the Company shall be made from wages prior to the deduction of dues.
- 5.7 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the officer or officers of the Brotherhood not later than the fifteenth day of the month following the pay period in which the deductions are made.

- 5.8 The Company shall not be responsible financially or otherwise, either to the brotherhood or to any employee for any failure to make deductions to remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Brotherhood, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the Brotherhood.
- 5.9 The question of what, if any, compensation shall be paid the Company by the Brotherhood signatory hereto in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.
- 5.10 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the brotherhood counsel fees are incurred these shall be borne by the Brotherhood. Save as aforesaid the Brotherhood shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.
- 5.11 Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that the Canadian Brotherhood of Railway, Transport and General Workers is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions and in the disposal of any grievance that may arise with respect hereto. The Company further agrees to supply the Union when remittances are made with the name, address, and occupation of each employee from whom dues deductions are made and who are engaged during the term of this Agreement.

## ARTICLE 6

### SENIORITY

- 6.1 For the purpose of seniority, employees shall be considered as grouped in accordance with Schedule "A" of the Agreement there being one list for full-time employees and one list for part-time employees in each group.
- 6.2 A seniority list for each seniority section shall be posted by the Company in January of each year. The list will show name, position and date from which each employee's seniority is accumulated. The Company shall provide the accredited Representative and the Local Chairperson with copies of each lists.
- 6.3 Employees appointed by bulletin to permanent positions in a seniority section will be accorded a seniority date from the date of appointment by the bulletin.
- 6.4 Changes in the seniority date of an employee shall be considered if the employee or his/her Union Representative makes written protest within 60 calendar days after posting of the seniority list. Errors reported after 60 days shall only be considered by the President and/or designated Management employee of the CN Tower Limited and the Local Chairperson where the change is supported by the recorded evidence.
- 6.5 When laying off an employee, the Company will give to the employee affected a seven (7) calendar days notice if the lay-off is deemed to be for more than three (3) months, and in the event of job abolition 14 calendar days notice. The Local Chairperson shall be advised of all lay-offs and job abolition and he/she may make proposals to Management on behalf of the employees affected.
- 6.6 When reducing forces, senior qualified employees will be permitted to exercise their Seniority in accordance with the terms of this Article. Any full-time employee will be considered as senior to any part-time employee.
- 6.7 A displaced employee or one whose position is abolished must exercise his/her seniority within his/her own job classification provided he/she has the qualifications to perform the work, failing which he/she may:

Exercise **his/her** seniority within other (ob classifications within **his/her** Seniority section or within another seniority section wherein **he/she** holds seniority, provided **he/she** has the qualifications to perform the work;  
or

the employee may take a lay-off and/or hold **him/herself** available for part-time employment within **his/her** own seniority section until such time as **he/she** recalled in his own seniority section in accordance with the provisions of the Collective Agreement.

In the application of this Article, an employee required to exercise **his/her** Seniority to a previous job classification will establish a seniority date the same as **his/her** established service date.

An employee exercising seniority in accordance with this Article shall, within five (5) calendar days of the abolition of **her/his** position, or **her/his** displacement, make **her/his** choice in writing to the Director of Human Resources, copy to the Local Chairperson, stating **her/his** qualifications where necessary failing which the employee shall forfeit **her/his** seniority. The employee in question shall assume such new position at a date specified by the Company, such discretion not to be abused by Management.

- 6.8 When an employee is on leave of absence, or vacation, granted by the Company, on the date of **her/his** displacement or the abolition of **her/his** position, the time limits established in Article 6.7 above shall apply from the date of **her/his** return to work.
- 6.9 To be eligible for recall, a laid-off employee must keep the Human Resources Department informed of **her/his** current address.
- 6.10 A laid-off employee who fails to report for duty after receiving notification by registered letter, or a similar recordable message, or who fails to give satisfactory reasons for not doing so within five (5) calendar days of receipt of such notification, shall forfeit **his/her** seniority rights and shall be removed from the employ of the Company such being regarded as a voluntary separation.
- 6.11 A laid-off employee who is otherwise employed at the time of recall, may, without loss of seniority refuse a recall to a position of less than ninety (90) days anticipated duration, provided that another junior qualified laid-off employee is available.

- 6.12 Laid-off employees **shall** be given preference in filling positions or vacancies in other seniority sections when no qualified laid-off employees are available in those seniority sections, their seniority in other seniority sections **shall** date from the date employed in these seniority sections.
- 6.13 Laid-off employees will be recalled to service in the order of their seniority, provided they have the necessary qualifications to perform available work, due regard being given to the provisions of Article 6.7 and 18.1.
- 6.14 The name of an employee who has been or is appointed from a scheduled position to employment in an excepted position shall be retained on the seniority **list** of the seniority section from which **he/she** was appointed and such employee **shall** continue to accumulate Seniority for a period of one (1) year after which **his/her** name shall be removed from the seniority list of departments.
- 6.15 When an employee is released from a non-scheduled position **he/she** may exercise **his/her** seniority rights to any position which the employee is qualified to fill. The right to exercise **shall** be limited to a period of five (5) calendar **days** subsequent to release from non-scheduled position. Such employee shall also have the right to return to **his/her** former seniority section if **he/she** so desires during the twelve (12) month period in which **he/she** was promoted providing the employee serves a thirty (30) day notice in writing to the Director of Human Resources not later than one (1) year from the date of **his/her** promotion after which the provision of Article 6.14 shall apply. The provisions of this clause shall not apply to employees who are dismissed for just cause.
- 6.16 Subject to Article 6.11, the name of an employee who has been laid off be retained on the seniority **list** of the seniority section from which **he/she** last worked for a period of **twelve (12)** months or the equivalent of **his/her** accumulated seniority, whichever comes first, after which, if no **recall** or **he/she** has not answered a recall, **his/her** name shall be removed from the seniority list of all groups.

ARTICLE 7

FILLING POSITIONS

- 7.1 The appropriate supervisory officer shall fill the positions on the basis of qualifications and seniority of applicants. The Company will be the judge of qualifications and the employee may appeal selections in accordance with the grievance procedure.
- 7.2 Vacancies having more than thirty (30) calendar days anticipated duration, in established or new positions, shall be filled by adjustments within the department, due regard being given to the qualifications and seniority of the employees. Once adjustments have taken place within the department, any vacant positions shall be bulletined for five (5) calendar days in a place accessible to all employees. Employees desiring such positions shall, within five (5) calendar days of posting, make written application to the Director of Human Resources, copy to the Local Chairperson, Stating qualifications for the vacancy.
- 7.3 An employee who applies for a bulletined position shall be granted an interview and shall, if unsuccessful, be advised accordingly with appropriate reasons being given. The Company will also advise the Local Chairperson.
- 7.4 An employee, who is assigned to a position by bulletin, will receive full explanation and will be shown the duties of the position. He/she must demonstrate his/her ability to satisfactorily perform the work within a reasonable probationary period of up to thirty (30) working days, which may be extended by mutual agreement, the length of time dependent upon the character of the work. Failing to demonstrate his/her ability to satisfactorily perform the work, the employee shall be returned to his/her former position without loss of seniority.
- 7.5
  - a) When new work schedules are posted, such schedules shall if practicable be uniform and employees shall be allowed to choose their shift by seniority and classification. The new schedule shall be posted for a minimum of seventy-two (72) hours prior to the commencement of the new shift.

- b) The following shall also constitute a new work schedule and the provisions of Article 7.5 shall apply when:
- i) The regularly assigned hours are changed by more than Three (3) hours.
  - or
  - ii) the rate of pay for any classification is changed other than a change pursuant to the provision of Article 12.5

7.6 Each bulletin shall show:

- (a) classification,
- (b) rate of pay,
- (c) hours of assignment,
- (d) assigned days off\*.
- (e) anticipated duration

- shall only be shown when known.

Copies of each bulletin shall be supplied to the Local Chairperson.

- 7.7 Upon expiration of a temporary assignment, an employee so assigned shall be returned to his/her regularly-assigned position.
- 7.8 An employee returning to his/her former position from leave of absence or vacation may within five (5) working days exercise his/her Seniority rights to any vacancy bulletined during his/her absence, provided he/she has the qualifications to perform the work. Employees thus displaced may exercise seniority to any position they are qualified to fill as provided for under Article 6.7
- 7.9 It is understood that temporary vacancies created as the result of sickness, or any other unforeseen absence, of the employee shall be filled at the discretion of Management, due regard being given to the qualified senior employees on duty at the time, who may decline such assignment provided a less senior qualified employee is available to perform the work, the Local Chairperson being advised of any changes.
- 7.10 Where more than one position is bulletined, in accordance with Article 7.2, an employee shall have the right to make application for any or all of such positions, stating his/her preference.



## ARTICLE 8

### LEAVE OF ABSENCE

- 8.1 Employees requesting leave of absence shall make written application to their department head at least two (2) weeks prior to the commencement date of such leave of absence. The Company may, at its discretion, grant such leave of absence for a period of up to three months provided the services of the employee are not immediately required and there is an employee available who has the qualifications to perform the work. Any outstanding vacation and General Holidays shall be included in the period of leave of absence unless such vacation has already been scheduled in which case it shall be taken when so scheduled. Such leave shall be granted in writing with a copy to the Local Chairperson.
- 8.2 Leave of absence may be extended in writing by the Company upon application in writing from the employee; provided such application is received at least three (3) calendar days to the expiration of the leave of absence.
- 8.3 An employee who fails to report for duty on or before the expiration date of a leave of absence shall, unless the Director of Human Resources is advised of exceptional circumstances, forfeit her/his seniority and her/his name will be removed from the seniority list.
- 8.4 Absolute proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time.
- 8.5 Leave of absence shall not be granted to enable an employee to work outside the Company's service, except for reasons of health, other exceptional circumstances, or by agreement between the Company and the Accredited Representative.
- 8.6 An employee elected as a salaried representative of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.
- 8.7 Upon written request of the Accredited Representative, and/or Local Chairperson, employees delegated and attending general business of the Brotherhood shall be granted leave of absence without pay for that purpose. As much advance notice as possible will be given by the Accredited Representative and/or Local Chairperson prior to the effective date of the requested leave of absence.

- 8.8** The name of an employee who is on authorized leave of absence shall be retained on the seniority list.
- 8.9** An employee wishing to return from leave of absence prior to the expiration of his/her approved period of leave must advise her/his Supervisor at least three (3) days in advance of the date upon which he/she wishes to return to work. The Supervisor will, if such leave is due to illness, make every effort to change the work schedule to accommodate the returning employee but, if this is not possible, the employee shall return at the earliest possible date following the receipt of such notification by the Supervisor. If the leave were for other reasons, the employee will resume her/his duties at a time specified by the Company.

ARTICLE 9

REHABILITATION

- 9 1 When mutually agreed between the President ~~and/or~~ designated Management employee of CN Tower Limited and the Accredited Representative, an employee who has become medically unfit to follow ~~his/her~~ usual occupation may be placed in a position covered by this Agreement which ~~he/she~~ is qualified to fill, notwithstanding that it may be necessary to displace an able-bodied employee to provide suitable employment for ~~him/her~~
- 9 2 In dealing with incapacitated employees, seniority (as determined by service under ~~this~~ Agreement) shall govern in respect to preference of shifts and employment
- 9 3 An employee placed on a position under the provisions of this Article shall not be displaced by an able-bodied employee, so long as ~~he/she~~ remains on such position. Should the employee subsequently recuperate, the employee shall be subject to ~~displacement~~ in which case the employee shall exercise ~~his/her~~ seniority right to a position that the employee is qualified to fill
- 9 4 The Company shall furnish the Accredited Representative with full particulars of each case subject to this Article, prior to an appointment being made.

**ARTICLE 10**

**HOURS OF SERVICE AND DAYS OFF**

- 10.1** The hours of service and days off of all permanent employees shall be posted in each department 72 hours before the commencement of such work schedule in accordance with Article 10.5. If the hours are changed following posting, the employee will be notified accordingly. Because of the seasonal nature of the Tower operation, days of service and hours of work may vary; such variations not being inconsistent with the terms of this Agreement, the intent being to provide maximum service to the guest at all times and to retain a steady permanent work force throughout the year.
- 10.2** The regular starting time shall not be changed by more than two (2) hours without at least thirty-six (36) hours notice to the employee affected, except when the change is due to employee sickness or other unforeseen circumstances.
- 10.3** Split shifts assignments will be confined to not more than two (2) tours of duty per day and unless mutually agreed otherwise a minimum scheduling of three (3) hours work will be assigned to the first tour of the split. A maximum of eight (8) or ten (10) hours work within a spread of twelve (12) consecutive hours in any day, due regard being given to Article 10.1.
- 10.4** The hours off duty between two consecutive assignments (2 working days) shall be no less than nine (9) hours unless mutually agreed between the employee and the Company on any given occasion.
- 10.5** Days of service may, on seventy-two (72) hours notice, be re-assigned by the Company in accordance with the seniority provisions of this Agreement. In such event, the employee affected shall be personally notified.
- 10.6** A meal period shall not be less than thirty (30) minutes nor more than one (1) hour unless otherwise mutually agreed.
- 10.7** Permanent employees will be assigned two (2) or three (3) days off duty in accordance with their work schedule and part-time employees one (1) day off duty, with preference being given on the basis of seniority within the group. Such assigned days off shall, as far as practicable, be consecutive.

- 10.8 In the event that the CN Tower Limited is temporarily closed, due to unavoidable circumstances, regularly scheduled employees who have not been advised and who report for duty shall be paid fifty per cent (50%) for their normally scheduled hours on that day.
- 10.9 The maximum hours of any regular assignment shall not exceed ten (10) hours in any one (1) day exclusive of meal periods.
- 10.10 Unless any part of the Tower is temporarily closed as described in Article 10.8 an employee reporting for duty on his/her assigned shift shall be paid for his/her full assignment unless he lays off of his/her own accord.
- 10.11 Wherever possible and practical, the Company shall try to maximize normal hours of work for permanent employees. In the summer months, every effort will be made to give permanent employees as many normal hours within a normal five-day work week.
- 10.12 Subject to 10.13, employees working a full shift shall be allowed two ten minute rest breaks each day, one during the first half of the shift and one during the second half of the shift. Such rest breaks shall be assigned with due regard for the demands of the service of the Tower.
- 10.13 Kitchen and Bar employees working a full shift shall be allowed two fifteen minute rest breaks each day, one during the first half of the shift and one during the second half of the shift. Such rest breaks shall be assigned with due regard for the demands of the service of the Tower.

## **ARTICLE 11**

### **OVERTIME**

- 11.1 Except as otherwise provided by this Agreement, authorized time worked by full-time employees on regular assignments in excess of an employee's regularly scheduled hours continuous with, before or after the normal daily hours of his/her assignment shall be considered as overtime and shall be paid for at one and one-half times his/her hourly rate in fifteen (15) minute increments.
- 11.2 Where regular assignment provides for a longer than normal working day, e.g. nine (9) or ten (10) hours, the overtime provided for in Article 11.1 shall be paid for hours worked in excess of the normally assigned hours.
- 11.3 Time worked by employees in excess of the regularly assigned hours shall be paid at the employee's straight time hourly rate when such excess time is due to the application of seniority provisions.
- 11.4 An employee shall not be required to suspend work during regular hours to absorb overtime.
- 11.5 Part-time employees shall be paid overtime at time and one-half their regular rate of pay for time worked in excess of eight (8) hours in a day, forty (40) hours in a week and for time worked on the seventh consecutive day.
- 11.6 Permanent employees shall be compensated at overtime rates for all time worked on their regularly assigned days off and shall be allowed a minimum of four hours for four hours work or less at overtime rates, with the following exceptions; • permanent employees in the classifications of Captain, waiter, waitress and stool bartenders shall be allowed a minimum of three (3) hours for three (3) hours work or less at overtime rates.
- 11.7 An overtime call may be considered cancelled only if the employee is contacted before leaving his/her home.
- 11.8 No overtime shall be worked except by direction of proper authority. Every effort will be made to avoid the necessity of Overtime; however, when conditions necessitate, employees will perform authorized Overtime work as locally arranged in writing with preference being given to senior employees who may decline such work, provided a less senior qualified employee is available to perform the work.

ARTICLE 12

RATES OF PAY

- 12.1 Rates of pay listed Schedule "A" shall apply during the term of this Agreement, subject to all other provisions of the Agreement.
- 12.2 An employee temporarily assigned to a higher-rated position for three (3) hours or more shall receive the higher rate during such temporary assignment. A temporary assignment to higher-rated position contemplates the entire fulfilment of the duties and responsibilities of the position during the time occupied. Assisting a higher-rated employee due to a temporary increase in the volume of work or performing part of the function of a higher-rated position without assuming entire responsibility does not constitute a temporary assignment to a higher-rated position.
- 12.3 An employee temporarily assigned to a lower rated position shall not have his/her rate reduced.
- 12.4 Rates for newly created positions shall be in conformity with the rates of pay for positions of similar kind or class. Such rates of pay must be mutually agreed upon.
- 12.5 No change shall be made in the agreed hourly rate of pay for an individual schedule where duties and responsibilities are relatively similar to those in the respective group. However, where an employee's duties and responsibilities are increased over those in the group, or where the demand in the labour market justifies an increase in the rate of pay for a particular classification, a higher rate may be established and paid by the Company with the approval In advance of the Regional Vice-president or Accredited Representative who shall be kept advised of any such proposed increases.
- 12.6 Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.

**ARTICLE 13**

**GENERAL HOLIDAYS**

**13.1** The following days shall be holidays, namely:

New Year's Day	Good Friday
Victoria Day	Dominion Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	Remembrance Day

One additional general holiday, "Heritage Day" after such is legislated by the Government of Ontario.

Effective June 01, 1980, the employee's anniversary date of employment.

**13.2** To be eligible for a general holiday with pay, employee must:

- (a) have completed his probationary period;
- (b) render a minimum of one (1) day's compensated service within the five (5) work days immediately preceding the holiday and a minimum of one (1) day's compensated service within the five (5) work days immediately following the holiday. Part-time employees will be compensated for statutory holidays in accordance with the provisions made under the Employment Standards Act of the Province of Ontario. An employee absent on account of vacation with pay shall be considered as having rendered compensated service on such vacation days for the purpose of the application of this Article. Should an employee be prevented either by illness, authorized leave of absence, or injury, other than one entitling him/her to receive Workmen's Compensation payments, she/he shall be considered eligible for pay for the general holiday, provided she/he has rendered a minimum of one (1) day's compensated service within the five (5) work days immediately following the holiday.

**13.3** An employee qualified for holiday pay in accordance with Article 13.2 who is not required to work on the above-mentioned holidays shall receive her/his regular rate of pay for one (1) normal day's work.



13.4 If an employee who is eligible for a general holiday with pay is required to work on a holiday, she/he shall be given time and one-half off with pay in lieu (one and one-half days when applicable). Whenever possible, such time will be consecutive with the employee's regularly assigned days off and at a time which is convenient to the employee. This provision shall not apply to the employee's anniversary date of employment in which case one (1) regular day off with pay in lieu thereof shall apply.

In the application of the above clause, and provided there are more than 8 employees in a job classification, should more than one employee request that a general holiday be assigned consecutively with regularly assigned day off, and such request is made fourteen (14) calendar days prior to the working schedule been posted, such request will be granted to not more than two (2) employees in the same job classification and in the same scheduled work week.

13.5 Failing the granting of time off in lieu of holidays worked, an employee will be paid for the work she/he was required to perform within regularly-assigned hours at time and one-half her/his hourly rate, due regarding being given to Article 13.2 (b).

13.6 An employee who qualifies for a holiday with pay in accordance with this Article will not be compensated for a holiday if she/he fails to report for duty on the day of the holiday is so requested, due regard being given to Article 13.2 (b).

13.7 If an employee who is eligible for a general holiday with pay is required to work on Christmas Day, she/he shall be paid, in addition to her/his regular rate of pay, for one (1) normal day's work, time and half for all time worked.

ARTICLE 14

VACATIONS

- 14.1 An employee who at the beginning of the calendar year has less than one (1) year of continuous employment with the Company is entitled to one (1) day of vacation per complete month of employment, up to a maximum of ten (10) working days and to a vacation payment equal to four percent (4%) of his/her previous year's gross earnings with the Company.
- 14.2 An employee who at the beginning of the calendar year has completed one (1) year of continuous employment with the Company, but less than five (5) years, is entitled to two (2) weeks of vacation paid at four percent (4%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 14.3 An employee who at the beginning of the calendar year completed five (5) years of continuous employment with the Company but less than twelve (12) years, is entitled to three (3) weeks of vacation paid at six percent (6%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 14.4 An employee who at the beginning of the calendar year completed twelve (12) years of continuous employment with the Company is entitled to four (4) weeks of vacation paid at eight percent (8%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 14.5 Applicants will be advised in March by posting of dates allotted them and, unless otherwise mutually agreed, must take their vacation at the time allotted.
- However, an employee requesting not to take their allotted vacation, employees within the same job classifications will be allowed to request the opportunity to reschedule their vacation.
- 14.6 A vacation list will be posted in each department or sub-department in January of each year. Applications filed prior to March 1, insofar as it is practicable to do so will be allotted in order of seniority of applicants, within a classification within a department or sub-department. Unless otherwise authorized by the officer in charge, the vacation period will be continuous.

- 14.7 Unless otherwise mutually agreed, employees who do not apply for vacation prior to March 1 shall be required to take their vacation at a time to be prescribed by the Company.
- 14.8 Vacation days shall be exclusive of the assigned rest days and the general holidays specified in the Agreement.
- 14.9 Unless otherwise mutually agreed between the Company and the Local Chairperson, those employees who fail to choose a date within three (3) days of being requested to do so, shall forfeit any such preference until all other employees in their classification and department or sub-department have made their choice.
- When the vacation periods have been assigned, there will be no change unless it is of an emergency or compassionate nature and mutually agreed between the Company and the Local Chairperson.
- 14.10 Vacation credits shall not be cumulative from year to year except by written approval of the Director of Human Resources of the CN Tower Limited and in any event employees shall not be allowed to waive vacation. In the event is approved, such vacation shall be paid at the rate in effect during the year it would normally be taken.
- 14.11 An employee will be compensated for vacation at the rate of the position which he/she would have held during such vacation period.
- 14.12 An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation. Because of the seasonality of the operation, only one (1) employee per job classification may be on vacation at any one time for a period of not more than two (2) weeks between June 15 and Labour Day. The Company, however, will give serious consideration to requests, due to special circumstances, for vacation during this period and agrees not to abuse its discretion in this matter.
- 14.13 An employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken and, if not subsequently recalled to service during such year, shall upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.

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**14.14** Notwithstanding the provisions of 14.2, 14.3 and 14.4, an employee who has taken leave of absence during the previous year will be paid for vacation on the percentage of gross earnings.

**ARTICLE 15**

**DISABILITY COVERAGE**

- 15.1 Permanent employees who have completed their probationary period shall be eligible for disability benefits beginning on the first day in the event of an accident not subject to Workers' Compensation and beginning on the fourth day in the event of sickness. Benefits are calculated on the basis of seventy-five per cent (75%) of an employee's basic rate of pay and are payable for up to a maximum of seventeen (17) weeks per year non-cumulative. In the event that an employee's sickness results in hospitalization during the period of such sickness, benefits shall commence from the first day of sickness.
- 15.2 The Company reserves the right to change insurance companies or to self-insure, as the case may be, on the understanding that the benefits forthcoming to the employees are not affected by such change.

## ARTICLE 16

### GRIEVANCE PROCEDURE

- 16.1** The parties to this Agreement agree that all steps shall be taken to assure that grievances shall be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stage of the Grievance procedure. It is understood that a reasonable amount of time may be spent by members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that the members of the Union Grievance Committee will cooperate with the Company in not conducting investigations in a manner which will unduly interfere with the Company's operations. The Company agrees that it shall not prevent the Committee from properly fulfilling its obligations to investigate and settle grievances.
- 16.2** The Grievance Procedure shall apply equally to grievance lodged by a group of employees and be processed as an individual grievance.
- 16.3** An employee who believes he/she has been or is being unjustly dealt with, or that any provisions of the Collective Agreement have not been complied with, the employee with his/her Representative, if he/she so desires will, within five (5) calendar days of the alleged violation bring this to the attention of his/her Supervisor. After discussion with his/her Supervisor, if the matter is not settled satisfactorily, the following steps in the Grievance procedure shall apply:

Step One:

The grievance shall be in writing. The Local Chairperson or his/her Representative shall present the grievance to the Director of Human Resources or his/her Representative within ten (10) calendar days from the date the grievance originated. The Company Representative responsible shall answer the grievance in writing within ten (10) calendar days after the grievance was presented.

**Step Two:**

Within ten (10) calendar days of receipt of the decision under Step One, the Local Chairperson and/or the Accredited Representative may appeal the case to the President and/or designated Management employee of CN Tower Limited. The President and/or designated Management employee will arrange and chair a meeting of the interested parties within fifteen (15) calendar days so that related facts will be subjected to examination. A written decision shall be rendered within fifteen (15) calendar days of hearing the appeal.

**Step Three:**

Should the Accredited Representative disagree with the decision stated in Step Two, he/she may within sixty (60) days advise the President and/or designated Management employee of CN Tower Limited by letter of his/her intention to appeal to arbitration in the manner prescribed in Article 16. The President and/or designated Management employee upon receipt of the written advice, will respond within ten (10) calendar days if he/she decides to change the decision rendered in the particular case.

- 16.4 All time limits are specified herein for the grievance procedure may be extended, but only by mutual agreement and confirmed in writing.
- 16.5 In cases when an employee is investigated as a result of an alleged misdemeanour, the Director of the related department or their designated representative and/or the Director of Human Resources will investigate the incident with all related parties prior to the issuance of a formal document.
- 16.6 An employee who had completed his/her probationary period will not be disciplined in excess of a written reprimand without a proper hearing.
- 16.7 Notwithstanding complaints from guests, the Company shall not inscribe the record of any employee any complaint lodged more than fifteen (15) days after the incident within the Tower comes to the attention of Management. An employee shall be notified of anything inscribed on his/her record.

- 16.8 Any formal entry which relates to an employee's conduct and which could be used for the purpose of administration of discipline shall be placed in an employee's file for a period of one year and then removed. However, in the case of incidents of a like nature, the formal entry will be held on an employee's file for a period of two years and then removed. A copy of all such entries or documents shall be sent to the employee and to the Local Chairperson at the time any entry or document is placed on the file and both the Union and the employee shall be required to acknowledge receipt of same. Any written reply from the Union shall be placed on the employee's file.
- 16.9 Any discipline assessed will be imposed without delay.
- 16.10 In case of discipline involving potential suspension the Director of Human Resources shall meet with the Local Chairperson, the employee and his/her Supervisor to discuss the offence in question. Within three days of such discussion, the employee will be notified of any discipline in writing and the Local Chairperson will be provided with a copy. Unless the nature of the offence warrants it, the employee will not be held out of service pending discipline.
- 16.11 When the nature of the alleged offence is one in which dismissal is contemplated, no employee may be held out of service for investigation of any charges against him/her for a period longer than three (3) working days, unless mutually extended by the Local Chairperson and the Company, without the holding of a hearing. The employee must be notified at least one (1) working day in advance of such a hearing.

The employee or his/her representative shall be given in writing a complete list of the charges against him/her and any evidence to substantiate those charges known to the Company at the time when notified of the hearing. At the hearing the Company shall present all the evidence and/or available witnesses or evidence to support their charges and the employee may present available evidence or witnesses to support his/her case. The employee must also be represented by the local Union representation, and/or an accredited representative of the Brotherhood. The Company will render its decision of the hearing in writing within three (3) calendar days thereafter. If the employee is not satisfied with the decision, he/she may process his/her case further, commencing at Step Two of the grievance procedure.



- 16.12** Should the employee be exonerated, he/she shall be paid at his/her regular rate of pay for any time lost, and the record of the employee shall be cleared of the alleged offence.
- 16.13** The settlement of any dispute shall not under circumstances involve retroactive pay beyond a period of ninety (90) calendar days prior to the date that such grievance was submitted at Step One of the grievance procedure.
- 16.14** Where a grievance other than one based on a claim for unpaid wages is not progressed by the Brotherhood within the prescribed time limits, the grievance will be considered to have been dropped. Where a decision with respect to such a grievance is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance will be processed to the next step of the grievance procedure.
- 16.15** When a written grievance based on a claim for unpaid wages is not progressed by the Brotherhood within the prescribed time limits, it shall be considered dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement.
- 16.16** The time limits as provided under this Article will apply equally to grievances originating with the Company and may be extended by mutual agreement in writing.
- 16.17** Where the term "calendar days" is used, Saturdays, Sundays and holidays are excluded.

ARTICLE 17

ARBITRATION PROCEDURE

- 17.1 Provision shall be made in the following manner for the final and binding settlement, without stoppage of work, of differences or disputes which arise concerning the application or interpretation of this Agreement governing rates of pay and working conditions which cannot otherwise be disposed of between officers of the Company and the Brotherhood.
- 17.2 A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he/she has been unjustly disciplined or discharged and which is not settled at Step Two may, within sixty (60) days of a decision rendered at Step two, be referred by either party to an arbitrator for final and binding settlement without stoppage of work. In the event of the failure of the parties to agree upon the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour of the Province of Ontario, who shall choose the arbitrator.
- 17.3 When an employee has been found to have been unjustly dealt with, the arbitrator shall have the power to order reinstatement with or without compensation as he/she sees fit.
- 17.4 The Company's policies and procedures are specifically excluded from the jurisdiction of the arbitrator. He/she shall not have any jurisdiction or authority to alter or change any of the provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 17.5 The time limits as provided herein may be extended by mutual agreement and confirmed in writing.

## ARTICLE 18

### TRAINING

- 18.1 Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose, opportunity shall be afforded in their own time and/or during their regular working hours provided that such arrangements do not interfere with the performance of their regularly-assigned duties. The Company may also for this purpose make arrangements with the employees to exchange positions temporarily, without effect upon the rates of pay of the employees concerned. The Local Chairperson will be advised when employees exchange positions in accordance with the Article.
- 18.2 Training During Normal Working Hours
- An employee required by the Company to take training during his/her normal working hours will be paid his/her regular rate of pay while in training.
- Training Outside Normal Working Hours
- An employee required by the Company to take training outside his/her normal working hours will be compensated at his/her regular rate of pay while in training.
- Voluntary Training
- Where training facilities are provided by the Company on a voluntary basis, an employee taking advantage of such training will not be compensated.
- 18.3 It shall be the policy of the Company to cooperate in every practical way with employees who desire advancement to official or accepted positions. Accordingly, such employees who make application to the Director of Human Resources stating their desire, qualifications and experience will be given consideration for openings, provided they have the necessary capabilities.
- 18.4 Employees will be required to provide on the job training to fellow employees as directed by the Company.

ARTICLE 19

ATTENDING COURT

- 19.1** An employee who loses time by being required, in a case in which the Company is involved, to attend court or coroner's inquest, or to appear as a witness, shall be paid for time lost. If no time is lost, such employee shall be paid for actual time held, with a minimum of four (4) hours at one and one-half (1½) times his/her hourly rate.
- 19.2** A permanent employee who has completed his/her probationary period and who is summoned for jury duty and who is required to lose time from his/her assignment as a result thereof, shall be paid for actual time lost with a maximum of one (1) day's pay at the straight time hourly rate of his/her position for each day lost, less the amount allowed for jury duty for each such day.

To be eligible *for* this compensation, the employee must furnish the Company with a statement from the court, of jury allowances paid and the days on which jury duty was performed.

**ARTICLE 20**

**MISCELLANEOUS**

**20.1 Uniforms and Work Clothes:**

Employees required to wear uniforms shall be supplied them by the Company free of charge. Necessary valet and laundry service for such uniforms shall also be supplied by the Company.

**20.2 Posting of Brotherhood Notices:**

Notices of interest to employees may be posted on the premises by the Brotherhood in a location agreed to by the Company, A notice board for this purpose shall be provided by the Union.

**20.3 Bereavement:**

In the case of bereavement, a permanent employee having at least six (6) month's service shall be granted three (3) day's leave of absence without loss of pay in the following instances: death of a father, mother, spouse, child, brother, sister, father-in-law, mother-in-law and grandparents, an employee will be allowed one (1) day leave of absence without loss of pay to attend the funeral services in the case of brother-in-law and sister-in-law. If requested, the employee must provide adequate evidence of bereavement, to the Human Resources Department upon his/her return from leave.

**20.4 Employee Liability:** Employees shall be held responsible for the full amount of the Employee Sales Summary Reports from various systems operated by employees. Unless negligence is established, employees shall not be required to pay for lost, broken or damaged equipment. in the eventuality that a mishandled credit card voucher or other type of payment is returned to the Company, the employees shall be held responsible if he/she has been notified within thirty (30) calendar days of such return, employees shall reimburse the Company within fourteen (14) calendar days following notice.

20.5 **Labour-Management Consultation Committee:**

The Company and the Union agree to cooperate in the establishment and operation of a Joint Labour-Management Consultation Committee, composed of an equal number of representatives of the Company and its employees, and governed by rules and regulations mutually drawn up and agreed upon. The object of this Committee shall be:

To provide and facilitate cooperation and participation in bringing forward ways and means of improving productive efficiency, health, safety, promoting fuller understanding and maintaining harmonious mutual relations between them.

- 20.6 The Company shall return to new employees within thirty (30) days from the date of their employment their service cards and letters of recommendation. An employee who is dismissed or who leaves the service with due notice shall, upon request, be given the usual certification of service and will be paid as soon as possible.

20.7 **Locker and Washroom Facilities:**

Each regular employee shall be provided with his/her own locker, and washroom facilities shall be maintained in a clean and sanitary condition by the Company. Employees will assist in the maintenance of these standards.

Inspection of employee lockers shall not be carried out unless an officer of the Union is present or, in the event of a single inspection, the individual is present.

- 20.8 An employee who is required to attend a medical examination shall not be required to do so on his/her assigned rest days. When such an examination takes place during normal working hours, the employee shall be compensated for time lost.

- 20.9 Upon submission of formal resignation from the Company's service, and having fully exercised seniority in their seniority group, or groups, severance pay shall be granted to regular full-time employees with at least five (5) years' service, whose services are terminated through technological change, in the amount of one (1) week's pay for each year of service with the Company.

- 20.10** Group R.R.S.P. Voluntary contribution to a maximum of: **\$0.12** per hour over the life of the two **(2)** year agreement for those employees with four **(4)** or more years of service effective April 1, **1991**. This amount is available only if you participate and match the contribution. You may also increase your contribution, but only the amounts indicated will be matched by the Company.
- 20.11** The Company will undertake the responsibility for the printing of the collective agreement as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

ARTICLE 21



DURATION OF AGREEMENT

21.1 This Agreement is in full settlement of all proposals served on the Company in April 1993. This Agreement, except otherwise specified, shall become effective June 1, 1993 and shall remain in full force and effect until May 31, 1995 and therefore, subject to sixty (60) days notice in writing from either party thereto of its desire to revise, amend or terminate it; which notice may be served at any time subsequent to February 28, 1995.

SIGNED AT TORONTO, ONTARIO THIS 2nd DAY OF  
September, 1993.

For:  
CN TOWER LIMITED

*Josephine Thomas*  
*[Signature]*  
*[Signature]*  
    
  

For:  
THE CANADIAN BROTHERHOOD OF  
RAILWAY, TRANSPORT AND GENERAL  
WORKERS, Local 271.

*Marilyn Desperance*  
*[Signature]*  
*[Signature]*  
*[Signature]*



SCHEDULE "A"

SENIORITY SECTION - TOP OF TORONTO

<u>JOB CLASSIFICATION</u>	<u>1993</u>	<u>1994*</u>
Head Hostess	\$11.41	\$11.41
Captain Waiter	7.92	7.92
Service Head, Bartender	11.64	11.64
Bartender - Service	10.72	10.72
Waiter/Waitress	7.15	7.15
Busperson	8.04	8.04
Barperson	9.37	9.37

SENIORITY SECTION - HORIZONS

<u>JOB CLASSIFICATION</u>	<u>1993</u>	
Bartenders	\$9.22	\$9.22
Barperson	9.37	9.37
Cocktail Waiter/Waitress	7.15	7.15
Nightclub Attendant	9.62	9.62

- Effective I June 1994, a lump sum payment equivalent to 2% of basic earnings, excluding overtime, which does not form part of the wage base. Lump sum payments are payable on two six month intervals at the end of each 6 month period ending May 31, 1995.

SCHEDULE "A"

(continued)

SENIORITY SECTION- FOOD FAIR

<u>JOB CLASSIFICATION</u>	<u>1993</u>	<u>1994*</u>
Head Counter Attendant	\$10.74	\$10.74
Counter Attendant	9.89	9.89

SENIORITY SECTION - KITCHEN

<u>JOB CLASSIFICATION</u>	<u>1993</u>	<u>1994*</u>
Chef de Partie I	\$14.46	\$14.46
Chef de Partie II	13.09	13.09
First Cook	11.74	11.74
Second Cook	10.79	10.79
Kitchen Attendant	9.89	9.89
• Apprentice Cook		
Production Cook	15.21	15.21
Butcher	15.64	15.64

- Effective 1 June 1994, a lump sum payment equivalent to 2% of basic earnings, excluding overtime, which does not form part of the wage base. Lump sum payments are payable on two six month intervals at the end of each 6 month period ending May 31, 1995.

**SCHEDULE "A"**

(continued)

**SENIORITY SECTION - STEWARDING**

<b><u>JOB CLASSIFICATION</u></b>	<b><u>1993</u></b>	<b><u>1994*</u></b>
Storekeeper	\$12.25	\$12.25
Receiver	11.41	11.41
Assistant Steward	10.86	10.86
Night Cleaner	10.37	10.37
Utility Attendant	9.46	9.46
Linenkeeper	10.43	10.43
Assistant Linenkeeper	9.46	9.46
Night Cleaner Supervisor	11.67	11.67
Assistant Receiver	9.27	9.27

**SENIORITY SECTION - RECEPTION**

<b><u>JOB CLASSIFICATION</u></b>	<b><u>1993</u></b>	<b><u>1994*</u></b>
Head Reservations Clerk	\$11.41	\$11.41
Host/Hostess	10.01	10.01
Cloakroom Attendant	9.46	9.46

- Effective 1<sup>st</sup> June 1994, a lump sum payment equivalent to 2% of basic earnings, excluding overtime, which does not form part of the wage base. Lump sum payments are payable on two six month intervals at the end of each 6 month period ending May 31, 1995.

**SCHEDULE "B"**  
to  
**COLLECTIVE AGREEMENT**  
BETWEEN  
CN TOWER LIMITED  
and  
CANADIAN BROTHERHOOD OF RAILWAY,  
TRANSPORT & GENERAL WORKERS  
governing employees of  
CN TOWER LIMITED, TORONTO, ONTARIO

President  
Restaurant Manager  
Controller  
Personnel Manager  
Employee Relations Assistant  
Reservations Supervisor  
Maitre d'Hotel  
Food Fair - Ears Supervisor  
Executive Chef  
Chief Steward  
Accountant  
Assistant Maitre d'Hotel  
Senior Sous Chef  
Sous Chef  
Junior Sous Chef  
Assistant Steward  
Senior Computer Operator  
Computer Operator  
Accounts Receivable Clerk  
Accounts Payable Clerk  
Accounting Trainee  
Group Sales Coordinator  
Secretary  
Typist  
Food and Beverage Controller  
Cash Control Clerk  
Pool Lounge Manager  
Pastry Chef

**SCHEDULE "C"**  
to  
**COLLECTIVE AGREEMENT**  
BETWEEN  
CN TOWER LIMITED  
and  
CANADIAN BROTHERHOOD OF RAILWAY,  
TRANSPORT & GENERAL WORKERS  
governing employees of  
CN TOWER LIMITED, TORONTO. ONTARIO

**HEALTH & WELFARE**

**Dental Plan**

The Company will provide a basic dental plan for full time regular employees and their dependents provided such employees have a minimum of two (2) years compensated service.

**Extended Health Care and Life Insurance**

Major Medical - employees with 12 years of service and over, Company will pay 100% of major medical benefits for Individuals and families of those employees.

Employees between 5 years and 12 years of service, the Company will pay 80% of costs of individuals and family benefit for each year of the contract.

Employees with less than 5 years service, the Company will pay 50% of costs of individuals and family benefit for each year of the contract.

CN TOWER  
LATVOREN

3000 SHELL STREET WEST  
TORONTO, ONTARIO M9W 1P7  
TEL: (416) 363-0000  
FAX: (416) 363-0177

3000 SHELL STREET WEST  
TORONTO, ONTARIO M9W 1P7  
TEL: (416) 363-0000  
FAX: (416) 363-0177



Ms. Marilyn Lesperance  
Representative  
Canadian Brotherhood of Railway,  
Transport and General Workers  
Local 271  
15 Gervais Drive  
Suite 403  
Don Mills, Ontario  
M3C 1Y8

Dear Marilyn:

This is further to our discussions during contract negotiations with respect to the Collective Agreement between the Brotherhood and CN Tower Ltd.  
As we have agreed, the present employee dental plan shall be amended to read:  
a) effective with signing of the Collective Agreement, the O.D.A. scale of rates is to be updated to the 1993 scale;  
b) on the anniversary date of the Collective Agreement the O.D.A. scale of rates is to be updated to the 1994 scale.

Yours very truly,

Signed on this 3rd day of September 1993.

\_\_\_\_\_  
President, CN Tower Ltd



September 3, 1993

Ms. Marilyn Lesperance  
Representative  
Canadian Brotherhood of Railway,  
Transport and General Workers  
Local 271  
15 Gervais Drive Suite 403  
Don Mills, Ontario  
M3C 1Y8

Dear Marilyn:

This concerns our discussions in contract negotiations with respect to the Collective Agreement between the Brotherhood and CN Tower Limited.

During the above negotiations, we discussed the Brotherhood's concern over parking for its members.

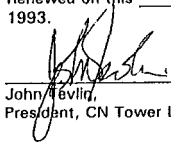
We do not have CN Tower parking currently available for any CN Tower employees.

You stated that as long as parking was available on Tower property, you wanted it to be available for employees.

We assured you that if parking becomes available at any time during the life of this agreement, the Brotherhood will have the same rights of access to that parking as do other CN Tower employees.

Yours sincerely,

Renewed on this 3 day of Sept 1993.

  
\_\_\_\_\_  
John Devlin,  
President, CN Tower Ltd.

CN TOWER  
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WE TRUNK S1011 10851  
EDMONTON 1 46410 800 210  
111 0100 800 210  
1 464 108 51

WE TRUNK S1011 10851  
EDMONTON 1 46410 800 210  
111 0100 800 210  
1 464 108 51



September 3, 1993

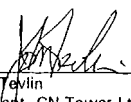
Ms. Marilyn Lesperance  
**Representative**  
Canadian Brotherhood of Railway,  
Transport and General Workers  
15 Gervais Drive, Suite 403  
Don Mills, Ontario  
M3C 1Y8

Dear Marilyn:

It is the intent of the company to provide a nutritional meal *for* union employees at the current cost of said meals \$2.00 during the life of this agreement.

Yours sincerely,

Renewed on this 3 day of Sept. 93  
1993.

  
\_\_\_\_\_  
John Tevlin  
President, CN Tower Ltd.



CN TOWER  
LA TOUR CN

300, RUE DU PORT JONES  
TORONTO, CANADA M5V 1B6  
TEL: (416) 369-8000  
FAX: (416) 361-4127

300, RUE DU PORT JONES  
TORONTO, CANADA M5V 1B6  
TEL: (416) 369-8000  
TELECOPIER: (416) 361-4127



September 3, 1993

Ms. Marilyn Lesperance  
Representative  
Canadian Brotherhood of Railway,  
Transport and General Workers  
Local 271  
15 Gervais Drive  
Suite 403  
Don Mills, Ontario  
M3C 1Y8

Dear Marilyn:

Without prejudice or precedent, the following letter of understanding is agreed to by the parties.

For the lifetime of this collective agreement between CN Tower Limited and the Canadian Brotherhood of Railway Transport and General Workers Local 271, if the CN Tower Limited decides to contract out work performed by bargaining unit employees, CN Tower management will meet with the Union to discuss the issue at least 30 days in advance of any implementation.

It is understood that having met with the Union to discuss the company's intention, it will remain within management's rights and sole discretion to implement its decision, subject to the terms of the Collective Agreement.

Yours truly,

  
John Tevlin  
President  
CN Tower Ltd.

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CN TOWER  
LATOURCIN

200 BROADVIEW AVENUE  
TORONTO, CANADA M5V 2J8  
TEL: (416) 754-8200  
FAX: (416) 941-4322

300, NEW BRIDGE STREET  
TORONTO, CANADA M5V 2T6  
TEL: (416) 967-8700  
FAX: (416) 967-4322



September 3, 1993

**Marilyn Lesperance**  
Representative  
Canadian Brotherhood of Railway,  
Transport and General Workers  
15 Gervais Drive, Suite 403  
Don Mills, Ontario  
M3C 1Y8

Dear Marilyn:

During negotiations, you expressed concern about non-scheduled Managers performing work normally done by employees covered by the Collective Agreement.

The main function of such Managers should be to direct the work force and not engage, normally, in work currently or traditionally performed by all employees in the bargaining unit.

It is understood, of course, there may be instances where, for various reasons such as in the case of emergencies, illness, when training is required, when appropriate standards must be met or when the "demands of the business" need to be met, Managers will find it necessary to become so engaged for brief periods. However, such instances should be kept to a minimum.

This letter of commitment is not intended to preclude current practices with respect to Management assisting employees in order to satisfy customer services.

Yours truly,

Signed this 3<sup>rd</sup> day of September, 1993.

  
\_\_\_\_\_  
President, CN Tower Ltd.

#### POLICY CHANGE - GRATUITY PROCEDURE

It is the policy of CN Tower Management to treat all gratuities at the discretion of the individual guest. A gratuity is left by a guest in recognition of good service by an institution. It shall be the policy of the CN Tower to respect an individual's right to use this discretion as applied to service gratuities.

When a person calls to make a reservation for a party of 8 or more, it is the policy of the CN Tower to tell the person making the reservation that a gratuity of 15% will be added to the bill. Additionally, even if the guest has agreed to the gratuity and subsequently complains about the service, the policy will not apply.

It is understood that catering contracts in the Top of Toronto may allow a maximum of three (3) main entree items plus one (1) dietary item in the application of the above gratuity i.e. 75% paid to the wait staff and 25% to the house.

#### GROUP TOUR MENUS

It shall be the policy of the CN Tower to suggest an automatic 15% gratuity on individual cash drinks. This procedure applies to all groups utilizing the tour menus only. This gratuity will go solely to the wait staff except when a client requests charges to be placed on Main Account. In the case of Top of Toronto only, when drinks are not contractual, the gratuity will go solely to the wait staff. Main account being paid for by the Representative of the company/group tours or organisations, whether by invoice, cash, credit card or company cheques.

A suggested 15% automatic gratuity will be added to all group functions of 16 and under, regardless of whether the reservation is made through Top of Toronto Reservations Department or the Catering Office. These groups will be treated as a Non-Group Booking (NGB). Exception to this policy will occur when guests request specialized food or beverage services through the Catering Office (example: specialized menus or pricing). In the latter circumstances, these exceptions will be considered group bookings and follow the gratuity structure for same.

It is understood that catering contracts in the Top of Toronto may allow a maximum of three (3) main entree items plus one (1) dietary item in the application of the above gratuity i.e. 75% paid to the wait staff and 25% to the house.

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TOP OF TORONTO

All menus will indicate a notation that:

"Reservations of 8 or more, 15% service charge is applicable"  
"Gratuities are left to the discretion of guests"

CLUB 301


Gratuities are left to the discretion of the guests.

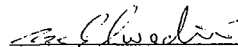
CN TOWER MAIN ACCOUNT

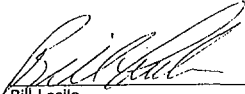
All functions to the CN Tower Main Account will be calculated for gratuities on retail pricing with an automatic 10% to the server, even though the guest may leave an additional gratuity for excellent service.


All present policies regarding group gratuities will be as per company agreement of 75% paid to the wait staff and 25% to the house.

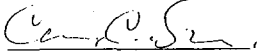
NOTE: All function groups will be encouraged to order from the standard menu selections, but it shall be the policy of the CN Tower to allow such groups to order more than one choice of meal and to have that still considered a group booking.

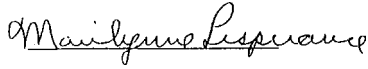
  
\_\_\_\_\_  
John Tevlin,  
President CN Tower Ltd.

  
\_\_\_\_\_  
Mohamed Elwedini  
President CBRT & GW, Local 271

  
\_\_\_\_\_  
Bill Leslie  
Director Food and Beverage

  
\_\_\_\_\_  
Ahmed

  
\_\_\_\_\_  
Carol

  
\_\_\_\_\_  
Maudyenne