

UFCW
LOCAL 333



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COLLECTIVE AGREEMENT

BETWEEN:

HOLIDAYSINNS OF CANADA LTD. c.o.b. as
INTERCONTINENTAL TORONTO CENTRE

(Hereinafter referred to as the "Company")

OF THE FIRST PART

AND

THE UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 333

(Hereinafter referred to as the "Union")

OF THE SECOND PART

Term:

June 1, 2007 to May 31, 2012



07668(08)

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages, all as set out herein and to provide the applicable procedures for settling grievances which may arise hereunder, so as to maintain harmonious relations between the Company and associates covered by this Agreement and to assist the Company in the most efficient operation of its business. See Appendix 1.

ARTICLE 2 – SCOPE

- 2.01 For the purpose of this Agreement

- (a) 'full-time associate' means an associate employed in the bargaining unit described in 3.01 who regularly works more than twenty-four (24) hours per week.
- (b) 'part-time associate' means a part-time associate employed in the bargaining unit described in 3.01 who regularly works twenty-four (24) hours per week or less.
- (c) 'casual associate' is an associate who works intermittently for the Company and who is designated as such by the Company.
- (d) While both the Employer and the Union recognize the occasional need to use associates of temporary agencies, the following establish the guidelines under which they will be used:
 - (i) It is the intention of the Employer to minimize the use of associates of temporary agencies.
 - (ii) Associates of temporary agencies will only be used after work has been offered to all casual associates in that job classification.
 - (iii) The maximum period of assignment at the hotel for an associate of a temporary agency, in cases of work made available as a result of an associate separation, a leave of absence, or an extended absence, is thirty days.
 - (iv) Contingencies specified in number three that last longer than thirty days will be handled by a regular replacement or casual associate.
 - (v) On a monthly basis, the Company will share with the union information regarding the use of temporary employment agency associates in order to insure compliance with the stipulation of the Agreement
 - (vi) The Company will use a union temporary agency if one is available when the need for temporary associates arises. Such temporary associates will receive the applicable introductory associate rate as specified in the Collective Agreement.

2.02 The terms and conditions set forth in this Agreement shall have full force and effect for all full-time associates in the bargaining unit described in paragraph 3.01 herein. Only the following provisions apply to part-time associates and students employed during the school vacation period:

- (a) Article 5;
- (b) Article 10;
- (c) The probationary period in Article 11.01;
- (d) Article 11, 13;
- (e) Paragraph A.07 of Schedule "A" up to a maximum payment of one-half (1/2) of their regularly scheduled hours for the day involved;
- (f) The wage rates set out in Schedule "B".

ARTICLE 3 – RECOGNITION

3.01 The Company recognizes the Union for all associates of the Company in the bargaining unit described in the Ontario Labour Relations Board certificate and decisions of April 20, 1988, which shall be part of this Collective Agreement and is referred to in Schedule 'B'.

Notwithstanding the above, the Company recognizes the Union as the **sole** and exclusive bargaining agent for all persons regularly employed in a classification covered under Schedule 'B', for not more than twenty-four (24) hours per week and students employed during school vacation periods.

3.02 Associates of the Company in supervisory positions shall not perform or assume the duties of any unionized position except on an occasional and necessary basis for the purpose of meeting the demands of service, training, and in circumstances beyond the Company's control.

3.03 The Company at no time shall use contracting out in order to intentionally subvert the bargaining unit position. If the Union so claims they will have the right to appeal to the Labour Department for a Section 46 Arbitration and the decision of the Arbitration shall be final.

ARTICLE 4 – RELATIONSHIP

4.01 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practised by the Company or the Union, or by any of their representatives, with respect to membership or non-membership in the Union.

- 4.02 (a) The Company and the Union agrees to establish a reasonable period of time, once a week, at which time an official of the Union may attend at the Hotel and meet with associates and shop stewards regarding Union business. The Hotel will provide a room if requested.
- (b) A Union official who plans to be on Company property, shall first call and advise the Human Resources Director.

ARTICLE 5 – UNION SECURITY

- 5.01 The Company agrees to deduct Union dues from the bi-weekly earnings of each associate. The deductions shall be accompanied by an alphabetical check-off list which will provide each associate's name, current address and social insurance number. The social insurance number will only be forward with the associate's approval.
- 5.02 The Union dues deducted will be a fixed dollar amount per pay which amount the Union will certify to the Company to be currently in effect according to the Union's constitution. The required deductions shall be made for each pay period and shall be remitted within ten (10) days after the month in which such deductions are made to the designated officer of the Union. The Union shall advise the Company of the name, position and address of the aforementioned designated officer and its failure to do shall relieve the Company of its obligation to remit the deductions herein provided for until the Company is so advised.
- 5.03 The Union agrees to defend and hold the Company completely harmless against all claims and demands should any person at any time contend or claim that the Company has acted wrongfully or illegally in making the aforementioned deduction for Union dues.
- 5.04 The Company will not be responsible for the collection of any dues where because of any absence from work, the associate has no earnings from which the dues are required to be deducted.
- 5.05 An associate in the bargaining unit described in paragraph 3.01 shall become and remain a member in good standing of the Union as a condition of continued employment, upon the completion of his/her probationary period.
- 5.06 The Company shall deduct from the earnings of each associate who has completed the probationary period such initiation fee as the Union may prescribe from time to time by its constitution or by-laws. The Union will give the Company written notice of the amount of such initiation fee and, unless the Company is so notified, the Company is under no obligation to deduct such initiation fee.
- 5.07 The Company 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/her obligations concerning the collection and submission of Union dues, and the payment of Health and Welfare contributions. In the event of a dispute arising from the non-payment of the part of the lessee, the Company, without assuming any of the lessee's liabilities will endeavour to assist the

Union in the collection of monies owing. Any laid off *an/or* displaced associates of the previous outlet will be offered the appropriate jobs by the lessee before any new hires, and the Collective Agreement will also be in force and effect for any new hires. This provision is applicable to the classifications with respect to the Collective Agreement. If the job offerings or the nature of the business is not one covered by the present classifications in the Collective Agreement, this provision does not apply.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01 There shall be no Strikes or Lockouts so long as this Agreement continues to operate. The *Labour Relations Act* of Ontario defines a Strike and a Lockout as follows:

'A Strike includes a cessation of work, a refusal to work or to continue to work by employees/associates in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees/associates designed to restrict or limit output;'

'A Lockout includes the closing of a place of employment, a suspension of work or a refusal by an employer to continue to employ a number of his/her employees/associates, with a view to compel or induce his/her employees/associates, or to aid another employer to compel or induce his/her employees/associates, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the employer, an employer's organization, the trade union, or the employees/associates.'

The Union agrees while the Agreement is in force that they will not condone or that there will be no strike, slow down, sit down, stoppage of work, or any act intended to interfere with work or the Company's operations. The Company agrees that there will be no lockout while the Agreement is in force.

ARTICLE 7 – MANAGEMENT RIGHTS

7.01 Subject only to the express provisions of the Agreement, the Union agrees that supervision, management and control of the Company's business operations and facilities are the exclusive function of the Company and decisions as it considers necessary or advisable for the orderly and efficient conduct of its business, and, without limiting the generality of the foregoing that it is the exclusive function of the Company, except where expressly modified by the Agreement, to:

- (a) Maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its associates and discipline or discharge associates for just cause;

- (b) Select, hire, discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall or rehire associates in **its** discretion and select associates for positions excluded from the bargaining unit;
- (c) Establish and administrate testing for the purpose of assisting the Company in determining an associate's qualifications, require medical examinations by designated physicians for Health and Safety reasons or to confirm any claim or justification made by the associate;
- (d) Determine the location of operations and their expansion or their curtailment, the schedules of operations, the number of shifts, job control, quality and quantity standards, the establishment of work or **job** assignments; change, combine or abolish job classifications; determine the qualifications of an associate to perform any particular job, the nature of tools, equipment and machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; discontinue work; decide on the number of associates needed by the Company at any time.
- (e) It is understood and agreed that these rights shall not be exercised in a manner that violates any other terms of this agreement and it is understood that a claim that the Company has so exercised these rights shall be a proper subject matter for a grievance.

7.02 Theft from either the Company, a guest, or a fellow associate shall be grounds for discharge.

ARTICLE 8 – NEGOTIATING COMMITTEE

The Union shall appoint a Negotiating Committee consisting of active full time associates who each have at least one (1) year seniority and who are members of the Union, who shall exclusively carry out negotiations at the appropriate time for the amendment or renewal of the Agreement. The Company agrees to compensate each member of the aforementioned negotiating committee at straight time based on the regular rate of pay for time lost from work while attending negotiations.

ARTICLE 9 – REPRESENTATION

- 9.01 The Company agrees to recognize up to seven (7) Union appointed stewards. The Union may appoint more than seven (7) people as steward's to represent any of the Departments. The Company shall only be obligated to recognize those persons on the above list.
- 9.02 The Union will inform the Company in writing of the identity of the stewards and the Company shall not be obliged to recognize such personnel until it has been so informed.
- 9.03 The Union acknowledges that the shop stewards have their regular duties to perform as associates of the Company and such persons will not leave their regular duties without first obtaining permission from their immediate Supervisor or in his/her

absence permission from the Assistant. Permission shall not be unreasonably denied. When they assume their regular duties, the associate will report again to their immediate Supervisor or in his/her absence to the Assistant.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 It is the mutual desire of the parties hereto that complaints of associates shall be adjusted as quickly as possible. It is understood that an associate has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. He/she shall discuss it with his/her immediate supervisor within two (2) days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement it may then be taken up as a grievance within three (3) days following advice of the immediate supervisors decision in the following manner and sequence.

Step #1

The associate, who may be accompanied by his/her Shop Steward or Union Representative, shall present his/her grievance in writing to the Department Head. The grievance shall be in writing, signed by the associate and shall set out the particulars of the grievance and the remedy sought. The Department Head shall deliver his/her decision in writing within three (3) days following the presentation of the grievance to him/her.

Step #2

Failing satisfactory settlement in Step #1, the written grievance shall be submitted by the associate within three (3) days after the Department Head's decision is given, to the General Manager or his/her designate. The grievance shall be accompanied by written rejection of the Department head's decision at Step #1. A meeting will be held within five (5) days between the General Manager or his/her designate and the associate concerned accompanied by a shop steward and if the associate desires with the Chief Steward's assistance. A staff representative of the Union may be present at the request of either the Company or the associate. It is understood that the General Manager or his/her designate shall have such assistance as he/she may desire at the meeting. Failing settlement, the decision of the General Manager or his/her designate shall be delivered in writing within five (5) days, following the meeting, to the Union.

Step #3

Failing satisfactory settlement in Step #2, the Business Agent of the Union may request a meeting with the persons designated by the Company to handle Human Resources for Holiday Inns of Canada Limited or his/her representatives before submitting the grievance to arbitration.

Step #4

Failing settlement under the above steps for any grievance between the parties arising from the interpretation, application, administration or alleged violation of this

Agreement, the grievance may be submitted to arbitration as herein after provided. The party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from the delivery of the decision at Step #2 or as the case may be within ten (10) days following the meeting provided under Step #3, but not thereafter.

If a request for arbitration is not received within ten (10) days after the decision under Step #2 is given, or as the case may be after the meeting under Step #3, the grievance shall be deemed to have been settled.

10.02 All time limits referred to in the grievance procedure herein contained shall be deemed to mean 'working days' as used herein shall be deemed to exclude Saturdays, Sundays and paid holidays.

10.03 There shall be an earnest effort on the part of both parties to settle any grievance promptly through the following steps.

10.04 Arbitration

(a) When either party requests that any matter be submitted to arbitration as here before provided it shall make such request in writing addressed to the other party to this Agreement and at the same time propose a name of a possible Arbitrator. Within ten (10) days thereafter the other party shall accept or counter-propose a name of a possible Arbitrator. If they are unable to agree upon an Arbitrator within a period of ten (10) days, either of the parties shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Arbitrator, who shall be chosen having regard to his/her qualifications in interpreting Collective Agreements.

(b) No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

(c) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

(d) The Company and the Union agree that in all future rights arbitration's arising between the parties, the loser of such arbitration award will pay the other side's legal fees to a maximum of three thousand dollars (\$3,000.00).

(e) Arbitration's will be before a single arbitrator unless by mutual agreement the parties agree to a three (3) person Board.

10.05 Time Limits

Unless mutually agreed to an extension, the time limits and other procedural requirements set out in Article 10 are mandatory and not merely directory. Therefore, failure to follow the Grievance Procedure in accordance with the requirements of Article 10 shall be deemed to be a complete waiver and abandonment of the grievance by the grievor.

10.06 Union Policy Grievance or Company Grievance

A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within seven (7) days from the time the circumstance upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) days of the presentation of the written grievance and shall take place within the framework of Step No. 3 of the Article 10.01 hereof. The Company or the Union, as the case may be, shall give its written decision within three (3) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within five (5) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

10.07 Discharge Cases

- (a) It is recognized that a period of probation is a period during which the Company has the right to assess an associate to determine whether such associate is, in the sole opinion of the Company, acceptable for employment. The Company may dismiss probationary associates for any reason, provided it does not act in bad faith. This shall constitute a lesser standard for the purposes of Section 43.1 of the Ontario *Labour Relations Act*.
 - (b) A claim by an associate who has completed his/her probationary period that he/she has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step #2 within three (3) days following the associate's last day of work.
- 10.08 A claim by an associate that he/she has been discharged without reasonable cause shall be treated as a grievance and shall commence at Step #3 of Article 10.01, provided a written grievance signed by the associate is presented to the Human Resources Director within three (3) days after the discharge. A Union Representative may attend the meeting held pursuant thereto, with the Human Resources Director.
- 10.09 Copies of documentation relative to disciplinary action and/or suspension shall be sent to the Union office.
- 10.10 Warnings and suspensions will be taken from an associate's file if he/she has a clean record for eighteen (18) months.

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ARTICLE 11 – SENIORITY**11.01**

- (a) An associate shall not attain seniority within the department in which he/she is employed until he/she has completed sixty (60) days worked for the Company called the hereinafter "Probationary Period". If two (2) or more associates are hired on the same date, their seniority will be determined alphabetically.
- (b) The termination layoff or discharge of a probationary associate shall be at the sole and absolute discretion of management.
- (c) The departments for seniority purposes are:

Housekeeping	Bell Service
Banquets	Door Service
Kitchen	Maintenance
Valet	Stewarding
Laundry	Azure Restaurant
Azure Bar	Private Dining
Reservations/PBX	Front Desk
Club InterContinental	Mini Bar
Guest Services	Instant Service Centre

- 11.02 Subject to 11.01 (c) and 11.06, seniority shall only be department wide. Accordingly, an associate with seniority in one department shall not have seniority in any other department.
- 11.03 Associates employed in any one of the departments listed in clause 11.01 (c) shall only have seniority in that department and shall not have seniority rights to any other department.
- 11.04 In all cases of promotion (except those in respect of positions excluded from the bargaining unit), and in all cases of layoff or recall, the following factors shall be considered:
- (a) departmental seniority;
- (b) qualifications, skill, ability, merit and efficiency.

Where matters in factors (b) are relatively equal in the judgement of the Company, factor (a) shall govern: provided, however, that Management shall not exercise its judgement in an arbitrary manner.

- 11.05 An associate who, due to lack of work, is displaced from his/her regular job will be assigned by the Company to a vacancy in his/her department provided the associate has the skill and ability to do the work involved. If there is no such vacancy, the associate will be assigned to work being performed by another associate with less seniority in his/her department providing the associate has the skill and ability to do the work involved.

Wherever used in the Agreement the word "ability" shall mean presently possessed of the accomplishments which enable the person to perform the work required in accordance with the Company's quality and service standards.

- 11.06 When an associate transfers into another department, his/her departmental seniority date, for the purpose of scheduling in the new department, shall be the effective date of the transfer and he or she shall be placed at the bottom of the new department's seniority list. If the associate is subject to a layoff in the new department he/she may elect to either:
- (a) Transfer to a vacant position for which he/she has the ability to perform in the department from which he/she is transferred, where such an opening exists.
 - (b) Transfer to a vacant position in the bargaining unit which he/she has the skill and ability to perform where there is no such vacancy in the department from which he or she transferred.
- 11.07 If no such vacancy exists the associate will be laid off until a vacancy arises in either his/her new department or his/her former department. When the associate is either recalled or transferred to his/her former department, his/her seniority in the former department will be recognized for the purposes of scheduling.
- 11.08 In the event of a room closure, the Company will undertake to place any seniority associate who is affected into another department, if positions are available, before hiring any new associate, provided the affected associate has the skill and ability to do the work involved.
- 11.09 Departmental seniority applies to entitlement to available days off and shift preference on available shifts subject to the Company being able to maintain a qualified and efficient work force. However, when an associate has suffered a reduction of hours as a result of a management decision he/she may displace a less senior associate within his/her department. This provision may only be exercised by an associate once during the term of this collective bargaining agreement. It is agreed that this is not a bumping provision.
- 11.10 **Loss of Seniority**

An associate shall lose all seniority and service rights and his/her employment shall be deemed to have terminated if:

- (a) he/she is laid off for nine (9) months;
- (b) he/she is on layoff and fails to indicate his/her willingness to return to work within forty-eight (48) hours after he/she receives or is deemed to have received notice of recall sent to him/her by the Company or if he/she, within seven (7) days after such notice of recall is so sent, fails, without a reasonable excuse, to return to work;
- (c) he/she fails to return to work promptly after the expiration of any leave granted to him/her, unless he/she is excused by Management;

- (d) he/she absents himself/herself from work for three (3) consecutive working days without a reason satisfactory to Management. This Article 11.10 (d) shall not be interpreted as permitting unauthorized absence of any duration;
 - (e) voluntarily leaves the employ of the Company;
 - (f) is discharged and is not reinstated through the Grievance or Arbitration procedure with full seniority.
- 11.11 It shall be the duty of the associate or laid off person to notify the Company's Human Resources Department promptly, in writing, of any change in his/her address or telephone number. If any associate or laid off person shall fail to do this, the Company will not be responsible for the failure of the notice to reach him/her, and any notice sent by the Company by registered mail to the address which appears on the Company's Personal records, shall be conclusively deemed to have been received by the associate or laid off person on the third day after it was so sent.
- 11.12
- (a) Within thirty (30) days after the ratification of this Agreement the Company shall, wherever possible, post a departmental seniority list in the relevant departments.
 - (b) Thereafter, the company shall post a revised departmental seniority list at least every six (6) months.
 - (c) An associate shall be entitled to dispute the accuracy of his/her seniority as shown on any departmental seniority list posted pursuant to this Article by filing a written notice with the Human Resources Director and setting out therein the grounds of his/her objection within thirty (30) calendar days of the posting. If the dispute is not resolved to that associate's satisfaction he/she may file a grievance pursuant to Article 10.
 - (d) If an associate does not file a dispute, as herein provided, or, upon filing a dispute does not process the dispute as provided for in this Agreement he/she shall be deemed to have accepted as final and binding his/her seniority as shown on the departmental seniority list which has been posted.
 - (e) An associate shall not be entitled to dispute his/her seniority as shown on any departmental seniority list where the dispute related to the accuracy of his/her seniority as shown on any prior departmental seniority list unless such associate has disputed the accuracy of the prior departmental seniority list as herein provided or, having disputed the accuracy thereof, is processing a dispute as provided for in this Agreement.

11.13 Seniority Part-Time Associate

In all cases of filling permanent job vacancies for part-time associates within a department and in all cases of layoff and recall of part-time associates within a department, the criteria set out in paragraph 11.04 shall apply.

- 11.14 A part-time associate obtaining a full-time position shall have his/her name added to the full-time seniority list and be credited with one week's seniority for each forty (40) hours worked as a part-time associate.

ARTICLE 12 – LEAVE OF ABSENCE

- 12.01 The Company may, at its discretion, grant a leave of absence without pay and without **loss** of seniority to an associate for personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practicable with a minimum of fourteen (14) calendar days. The Company agrees to reply to such requests in writing within seven (7) working days, whenever possible. However, with the mutual prior consent of the Company and the associate, in the case of a bona fide and verified emergency, the agreed restrictions above will be waived.
- 12.02 Any associate elected or appointed to a full-time executive position within the Union will be granted a leave of absence without pay and benefits herein provided for a period of one (1) year *or* such time as mutually agreed to. Upon return, he/she must return to his/her former position within the same department. Should he/she not return, his/her name shall be removed from the seniority list. While on such leave of absence he/she will maintain and accumulate his/her seniority for the period.
- 12.03 Maternity Leave – The Company agrees to grant an associate a leave of absence in the case of pregnancy in accordance with the Employment Standards Act of Ontario.

ARTICLE 13 – SAFETY & HEALTH

- 13.01 The Company and the Union agree that they will be guided by the Ontario Occupational Health and Safety **Act** governing employers and associates of Ontario.
- 13.02 An associate who **is** required by law to submit to a medical examination shall not **be** compensated for any **loss** of income by the Company. An associate who is required by the Company and not by 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 an examination.
- Any such hours paid are not to exceed the normal regular hours that the associate would have been scheduled to work.
- 13.03 An associate will not be required to produce a doctor's certificate for an absence on account of illness for **less** than three (3) days.
- 13.04 In cases of abuse, upon request from the Human Resources Director, an associate may be requested to supply a doctor's certificate confirming his/her health status, provided that such requests do not conflict with the Human Rights Code.
- 13.05 If required to provide a medical certificate **the** Company shall reimburse the associate for the documentation fee charged as prescribed by the Ontario Medical Association, provided the associate provides a bona fide receipt of such fee.

ARTICLE 14 – INDIVIDUAL AGREEMENTS

14.01 No associate covered by this Agreement will enter into any individual Contract or Agreement with the Company concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

ARTICLE 15 – BULLETIN BOARDS

15.01 The Company will provide bulletin boards to be located at strategic locations. All Union notices must be signed by proper officials of the local Union and submitted to the Human Resources Department of the Company for approval before being posted.

ARTICLE 16 – BONDING

16.01 Where required by the Company, each associate must be and remain acceptable for bonding purposes as a condition of continued employment and where an associate fails to be and remain acceptable to the Company's bonding company, his/her employment, regardless of seniority or other conditions, shall be terminated.

ARTICLE 17 – TRAINING SESSIONS OR COMMUNICATIONS MEETINGS

17.01 Where an associate is required to attend a training session or a communications meeting, the associate shall be paid at the associate's regular straight-time hourly wage rate for all time spent as such meeting. An associate shall not be required to attend training sessions or communications meetings held on an associate's scheduled day off.

If an associate does not attend training sessions or communications meetings on his/her scheduled day off, it will be his/her responsibility to find out the content of said sessions and/or meetings.

17.02 Gratuity associates will be entitled to one and one half (1 ½) times their base rate on days when they have attended training sessions of four or more scheduled hours. The payment of one and one half (1 ½) times the base rate will be paid for all hours spent in training that day. This provision will not apply to probationary associates.

ARTICLE 18 – GUEST GIFTS

18.01 When a guest leaves a gift for an associate other than liquor or any food items, the associate may remove the gift from the Company's premises if the following conditions are met:

- (a) the associate receives a written authorization signed by the guest;
- (b) the item is left in the Security office for the balance of the shift;

- (c) the associate obtains a duly signed authorization pass by his/her supervisor; and
- (d) the associate removes the gift from the Company's premises on that date

ARTICLE 19 – GRATUITIES

19.01 All outlet checks and menus except Private Dining shall have printed, stamped or written on the cheques and menus "Gratuity Not Included".

19.02 When a food and beverage bill in a restaurant is signed to a management account a gratuity of 15% will be added. Also, the Company agrees to have "No Gratuity Included" on all food and beverage coupons that do not include a gratuity.

19.03 For Hotel sponsored events the gratuity charge of fifteen percent (15%) will be based on the retail selling price of the food and beverages served. The gratuity will be split based on current practice of gratuity disbursement. This provision will apply to Private Dining and Banquet functions. The Steward of the Banquet or Private Dining Department will be provided with a copy of the Banquet Event Order indicating the retail selling price of any food and beverages served.

19.04 (a) Azure Restaurant

Attendants shall receive from each and every waiter/ress a sum equivalent to one percent (1%) of total sales on food and beverages to be distributed among them.

Bartenders shall receive from each and every waiter/ress a sum equivalent to one percent (1%) on total sales on food and beverages when on duty.

(b) Private Dining

Cashier(s) shall receive, from the Private Dining gratuity pool, a sum equivalent of one half of one percent (0.5%) of total sales on food and beverages when on duty.

19.05 New Years Eve Gratuity

The Company agrees to give to each steward in each food and beverage outlet at least one (1) week notice prior to New year's Eve of the gratuity breakdown for the food and beverage portion of the New Year's package to be served in the outlets

19.06 Gratuity on Large Parties

In the Azure Restaurant and during Sunday Brunch Service, a fifteen percent (15%) gratuity, before taxes, will be suggested to guests/clients making reservations for groups consisting of eight (8) or more people. If the person making the reservation objects, no such gratuity is added. Furthermore, as it is a suggested gratuity and even though it may be shown on the bill, the guest is under no obligation to pay it. Should a guest complain about the service, the gratuity will not be added to the cheque, even though the guest had originally agreed to the suggested gratuity.

While the Company is prepared to maintain this present practice, the Company is not prepared to automatically add such a gratuity.

19.07 The present practice in regards to gratuities will **be** continued.

ARTICLE 20 – TOOL AND SAFETY SHOE ALLOWANCE

20.01 Where an associate working in the Maintenance or Kitchen Departments is expected to provide certain hand tools necessary in performing daily duties, the following will apply; in the event of breakage or damage during working hours, the Company will replace said broken or damaged tools with an equivalent quality of tool, to a maximum of one hundred dollars (\$100.00) per calendar year.

20.02 Once in a two (2) year period the Company agrees to reimburse, upon presentation of proof of purchase, any full-time associate of the Maintenance, Kitchen, Stewarding Departments, Banquet Housepersons and Upper Doorpersons the purchase price of one (1) pair of safety shoes or boots, up to a maximum of seventy-five dollars (\$75.00) Canadian funds.

ARTICLE 21 – PRIVATE DINING

21.01 The Company will **use** its best efforts to schedule the senior staff in the Private Dining Department to provide them with a normal work week of forty (40) hours before part time or casual associates are requested or scheduled to work in Private Dining.

Further, if a senior waiter/ress in Private Dining is not scheduled to work a normal work week of forty (40) hours and there is not enough part-time or casual work in Private Dining available without overtime: the Company will use its best efforts when requested by the associate to find him/her work as a casual in the Banquet Department, provided the work does not exceed a total of forty (40) regular hours in both departments. Such associate's shall not have any seniority rights in the Banquet Department.

21.02 A labour charge of ten dollars (\$10.00) will **be** added to sale of "Bar Kits" sold through Private Dining and a refreshing charge of ten dollars (\$10.00) will be added each time refreshment of the Bar Kit is required. The labour charge will be added to the Private Dining gratuity pool.

21.03 (a) Where a Private Dining waiter/ress is directed to deliver a complimentary item to a guestroom, he/she shall be paid a \$2.25 gratuity.

On any of the above deliveries paragraph (b) of 21.03 shall not apply.

(b) In the Private Dining Department, a suggested gratuity in the amount of fifteen percent (15%) shall be shown on the guest's cheque.

(c) Where a Private Dining waiter/ress is directed to set up a full complimentary bar in a guest's room, he/she shall be paid a \$8.45 gratuity.

- (d) The present practice in payment and distribution of gratuities shall remain the same.
- (e) The Company agrees that it will continue its present practice with respect to the servicing of functions. However, the parties agree that Management reserves its right to schedule either the Private Dining Department or Banquets Department in special circumstances or in an expanded facility as it sees fit in its sole discretion. In the event that a labour charge is added on a Bar function in a Hospitality Suite, one-third (1/3) of said labour charge will be distributed to the associates.

ARTICLE 22 - SERVICE DEPARTMENT

- 22.01 Bell Persons will be guaranteed a **\$2.60** gratuity for baggage handling in and out for each bag on tours. This increase from the present gratuity of **\$2.50** will take effect June 1, 2008.

The present practice in payment and distribution of gratuities shall remain the same, however, it is agreed that on occasion when Doorpersons who are expected to assist with the pre-arranged baggage handling on tours, Bellpersons will distribute a portion of their gratuities to the Doorpersons; the amount which will be mutually agreed upon in accordance with the level of assistance provided by Doorpersons.

- (a) Effective June 1, 2008, bell persons will be guaranteed a minimum gratuity of **\$2.60** per person on Key Tour packages provided the gratuity is paid directly to the hotel by the tour company.
- (b) Effective June 1, 2008, bell persons will be guaranteed a minimum gratuity of **\$2.60** per person on "Can Am" tour packages provided the gratuity is paid directly to the hotel by the tour company.

- 22.02 For organized deliveries other than baggage handling or newspaper to each room, he/she shall receive **\$1.75**.

The present practice in payment and distribution of gratuities shall remain the same.

Notwithstanding the above, the parties agree that this will not affect *those* tour and organized delivery contracts signed prior to the date of ratification. The parties agree that in the case of lower-rated tours (for example, church groups, student groups etc.) the Company will not be forced to refuse this business due to this letter of intent, but the Union will be given reasonable access to relevant documents which support the basis of the Company's decision that such tours will have been lost if the minimum baggage charge was imposed.

- 22.03 Items with no gratuity will be handled by associates not covered under the scope of this Collective Agreement.

22.04 With respect to the handling of "bulk shipments" on behalf of hotel guests which are destined for the Metro Toronto Convention Centre (MTCC), such shipments will be handled by Bell Services with Management approval and will result in a service charge of \$1.75 per item. Effective January 1, 2008, this service charge shall increase to \$2.50 per item. Should the guest be unwilling to accept this charge, Hotel Management will arrange for an alternative method of providing the guest with the required service by non-bargaining unit members.

ARTICLE 23 - JOB POSTING

23.01 All new jobs in the bargaining unit or permanent vacancies in existing jobs in the bargaining unit that the company intends to fill will be posted for five (5) working days. Any associate with at least six (6) months seniority who wishes to be considered may make an application in writing to the Human Resources Department. When an associate successfully makes such an application, he/she cannot apply for any other posting of a new job or permanent vacancy for a period of six (6) months thereafter. An associate awarded such an opening shall be required to serve a probationary period of sixty (60) days.

23.02 If an associate is to be absent for three (3) months or more because of sickness, accident or leave of absence, the vacancy shall be posted as a temporary position and a selection made as set out above. Upon completion of the period of absence, the associate shall return to his/her former position.

ARTICLE 24 - GENERAL MATTERS

24.01 Walkouts

If a customer of one of the Hotel's outlets leaves without paying the bill, the associate will not be responsible for payment of the bill unless it is demonstrated that the associate has been derelict in the discharge of his/her responsibilities.

24.02 Equal Employment Opportunity

It is the specific policy of the Hotel not to discriminate against any associate because of race, color, sex, age, creed, national origin, sexual orientation or disability.

This policy includes:

- Placement, upgrading, transfer, demotion, recruitment, advertising or solicitation for employment.
- Training during employment
- Discipline
- Rate of pay or other benefits
- Layoff or termination

24.03 Spaces for Doorpersons

It is agreed that parking spaces are not under the exclusive control of the Hotel. The Hotel agrees that in normal circumstances and as long as permitted by law, the Doorpersons will have seven (7) parking spaces for their use in an area designated by the Hotel. The seven (7) parking spaces deemed by the Collective Agreement are for the sole purposes of holding spots for the hotel guests and not for the use of InterContinental Toronto Centre associate vehicles. It is understood, however, that in busy periods, two (2) of these spaces will be available for general use.

24.04 Corporate Policy

If a Corporate Policy is in force, and as long as it remains in force, those associates eligible shall continue to enjoy such privileges and/or benefits as prescribed in the Corporate Policy, the signing of the Collective Agreement shall not have the effect of reducing or eliminating the above.

24.05 Housekeeping

(a) In the eventuality the Company uses agency maids at the Intercontinental Toronto Centre, it is understood and agreed that they will be supplied with the same uniform as the regular Room Attendants. It is further understood and agreed that appropriate training will be provided by the Company.

(b) Room Attendants will be expected to clean sixteen (16) rooms per day.

The following confirms the circumstances under which the daily room quota for Room Attendants shall be reduced.

- (i) If Room Attendants are assigned rooms on three (3) floors, the daily room quota will be reduced by one (1) room. If Room Attendants are assigned rooms on four (4) floors, the quota will be reduced by two (2) rooms. If Room Attendants are assigned on five (5) or more floors, the room quota will be reduced by three (3) rooms.
- (ii) If in the judgement of the Room Attendant damage has been done to the room (i.e. the room has been trashed) which will necessitate a significantly longer time spent cleaning it, a supervisor must be notified. If the supervisor concurs, someone will be assigned to assist the Room Attendant. If there is no one available, the Room Attendant will either be assigned to another room or have the day's room quota reduced by one (1).
- (iii) If Room Attendants are required to make up cots in Guest Rooms, they will receive a one dollar (\$1.00) premium for each cot made.
- (iv) The Club Intercontinental daily room quota will be fifteen (15) rooms.

ARTICLE 25 - PERFORMANCE BONUS

25.01 When a full time or part time associate is not absent from scheduled work during the period of May 1 to August 31, September 1 to December 31, January 1 to April 30, he/she shall be eligible to participate in the Company's hourly paid incentive plan, the details of which are provided to the Union on an annual basis. The Company reserves the right, to change, modify, or alter this plan on an annual basis and will advise the Union prior to implementation of any changes. As referenced, a copy of the current plan will be provided to the Union and any subsequent revisions of the plan will also be provided. An absence from work on account of Jury Duty or Bereavement Leave as provided in the Collective Agreement shall not affect the associate's entitlement to the performance bonus.

ARTICLE 26 - SCHEDULES

26.01 Annexed to the present Agreement are the following schedules which are hereby declared to form part hereof:

- (a) Schedule A - Hours of Work and Overtime
- (b) Schedule B - Occupational Classifications and Wage Rates
- (c) Schedule C - Vacation Benefits
- (d) Schedule D - Statutory Holidays
- (e) Schedule E - Bereavement Leave, Health and Welfare, Meals and Training & Education
- (f) Schedule F - Banquet Associates

ARTICLE 27 - DURATION

27.01 This agreement shall become effective on the day of its signing unless otherwise indicated, and shall remain in full force and effect and shall not be reopened, save and except as otherwise herein expressly provided, until the 31st day of May 2012 and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other party in writing as provided in Article 27.02 hereof of its desire to negotiate amendments to this agreement.

27.02 Notice that amendments are required shall only be given during the period of not more than three (3) months and not less than one (1) month prior to the 31st of May 2012 or similar periods thereafter. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purpose of negotiations, and this Agreement shall remain in effect until the new Agreement has been negotiated and signed or until the date upon which the Union or the Company may call a legal strike or lockout pursuant to the *Labour Relation Act* of Ontario, whichever comes first,

ARTICLE 28 – HUMANITY FUND


28.01 Effective January 1, 2008, the Company agrees to deduct from all bargaining unit employees one (1) cent per hour worked and remit such amount to the Union on a monthly basis for the Union's Humanity Fund.

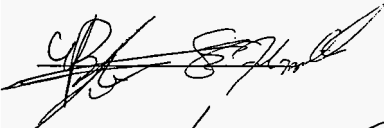
IN WITNESS WHEREOF


Each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of this 24 day of June, 2008, in Toronto, Ontario.

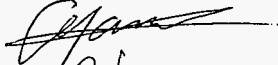
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 3
WORKERS UNION, LOCAL 333


INTERCONTINENTAL
TORONTOCENTRE



A. Corra

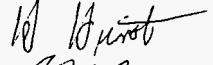


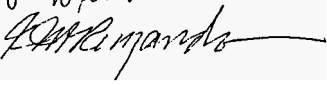









 Peter J. Panif

 W. Hunt

 R. Manders



 J. Stophko

 L. Sauer

SCHEDULE "A"

HOURS OF WORK AND OVERTIME

- A.01 It is hereby expressly understood and agreed that the provisions of this Schedule are for the purpose of computing overtime and shall not be construed to be a guarantee of, or limitation upon the hours of work to be performed per day or per week or otherwise, not as a guarantee of working schedules.
- A.02 The normal work week for all full-time associates shall consist of forty (40) hours worked, exclusive of lunch periods, comprised of eight (8) hours of work per day in five (5) days per week.
- The Company shall arrange schedules so that associates will have two (2) consecutive days off during each work week except where two (2) consecutive days cannot be scheduled for reasons beyond the control of the Hotel.
- A.03 It is recognized that the Company will from time to time require associates to perform overtime work. An associate who wishes to be excused from an overtime assignment shall, in support of his/her request, furnish the company with an acceptable bona fide reason. The Company's decision upon the request will not be made in an arbitrary manner. Associates will perform authorized overtime work as locally arranged with preference being given to senior qualified associates who may decline such work provided a less senior qualified associate is available to perform such work. In the event that an overtime shift occurs, the shift will be assigned to the person with the most seniority in the department providing all other associates in the department have received forty (40) hours that week. In the event that a shift is required to be staffed and all associates in the department are at his or her forty (40) hours, the Company may staff a qualified associate from another department for the shift.
- A.04 Overtime at the rate of one and one-half (1 ½) times the associate's straight-time hourly rate of pay exclusive of premiums shall be paid for hours worked in excess of eight (8) hours of work per day.
- A.05 There shall be a one-half (1/2) hour unpaid lunch break in each working day at a time or times to be designated by the Company.
- A.06 In no case shall there be duplication or pyramiding of overtime or any other premium compensation.
- A.07 **Minimum Reporting Allowance**
- (a) The minimum reporting allowance for full-time associates shall consist of five (5) hours per day.
 - (b) This minimum reporting allowance does not apply where the associate reports for work but there is no real work for him/her to do because of circumstances beyond the control of the company.

- (c) When an associate has not been working because of illness, leave of absence or any other cause, it shall be his/her responsibility to arrange with the Company for his/her return to work prior to his/her intended date of return, and if the associate fails to do so he/she not be entitled to reporting allowance as herein provided.
- (d) It is the associate's duty to keep the company informed of his/her correct address and telephone number, and the company will not be liable for any payment hereunder unless arrangements have been so made.

A.08 Call Back Allowance

An associate who has left the Hotel after completion of his/her regular shift and is called back to work shall receive a minimum of four (4) hours pay at his/her straight-time hourly rate. It is understood that this provision shall not apply in the case of an associate who is required to work within a period prior to the commencement of his/her regular shift, but he/she shall be appropriately compensated.

- A.09 The company will post in each department shift schedules for the week starting Saturday in advance, except in circumstances beyond the control of the Company, no later than forty-eight (48) hours prior to the start of the weekly schedule.
- A.10 Associates will be entitled to one (1) fifteen (15) minute rest period for each completed one-half (1/2) shift of four (4) hours duration at a time determined by the company and consistent with efficient operations.
- A.11 Wherever possible, the company shall use its best efforts to arrange work schedules so as to avoid an associate having to work on a sixth (6th) consecutive day.
- A.12 Wherever possible, shift schedules will be arranged to give associates sixteen (16) hours between shifts.
- A.13 The work week begins on 12:01am Saturday and ends on 12:00 midnight the following Friday. Any work performed on the sixth (6th) or seventh (7th) consecutive day of the work week shall be paid for at the rate of time and one-half (1 1/2) of an associate's regular hourly rate of pay.
- A.14 An Associate temporarily assigned for more than four (4) consecutive hours in any one (1) day to a higher rated position shall receive the higher rate while occupying such positions.

A 'temporary assignment' contemplates the fulfilment of the duties and responsibilities of the position during the time occupied. Assisting a higher rated associate due to an increase in the volume of work does not constitute a temporary assignment.
- A.15 Once a departmental schedule has been posted associates will not be forced to alter a scheduled day off unless given *twenty-four* (24) hours notice prior to the commencement of the said day off. It is understood that this notice is not required when factors beyond management's control, such as absenteeism, unanticipated business increases and Acts of God, necessitate rescheduling days off for the sake of service.

If the required twenty-four (24) hours notice has not been given in accordance with the above stipulation and the associate works on a scheduled day off, the remaining portion of that associated currently weekly schedule will not be altered for the sole purpose of avoiding overtime payment.

SCHEDULE "B"

WAGES

CLASSIFICATION	1-Jun 07	1-Dec 07	1-Jun 08	1-Dec 08	1-Jun 09	1-Dec 09	1-Jun 10	1-Dec 10	1-Jun 11	1-Dec 11
Housekeeping										
N Room Attendant	15.68	15.92	16.16	16.40	16.64	16.89	17.15	17.40	17.75	18.11
N Housepenon'	15.26	15.69	15.92	16.16	16.40	16.65	16.90	17.15	17.50	17.85
N PublicAreas Attendant'	15.26	15.69	15.92	16.16	16.40	16.65	16.90	17.15	17.50	17.85
Laundry										
N Washperson	15.61	15.84	16.08	16.32	16.57	16.82	17.07	17.33	17.67	18.03
N Laundry Helper'	15.26	15.69	15.93	16.16	16.41	16.65	16.90	17.16	17.50	17.85
N Laundry Helper/Presser	15.61	15.84	16.08	16.32	16.57	16.82	17.07	17.33	17.67	18.03
N Uniform Attendant'	15.26	15.69	15.93	16.16	16.41	16.65	16.90	17.16	17.50	17.85
Kitchen										
N Chef de Partie	21.94	22.27	22.61	22.95	23.29	23.64	23.99	24.35	24.84	25.34
N First Cook	19.64	19.93	20.23	20.54	20.85	21.16	21.48	21.80	22.23	22.68
N Second Cook	16.62	16.86	17.12	17.37	17.64	17.90	18.17	18.44	18.81	19.19
N Overnight 2nd Cook	18.13	18.40	18.68	18.96	19.24	19.53	19.82	20.12	20.42	20.73
N Third Cook	14.46	14.68	14.90	15.12	15.35	15.58	15.82	16.05	16.37	16.70
N Apprentice 1	12.15	12.33	12.52	12.70	12.90	13.09	13.28	13.48	13.75	14.03
N Apprentice 2	13.83	14.04	14.25	14.47	14.68	14.90	15.13	15.35	15.66	15.97
N Apprentice 3	15.54	15.77	16.01	16.25	16.49	16.74	16.99	17.25	17.59	17.94
N Kitchen Helper	13.70	13.91	14.12	14.33	14.54	14.76	14.98	15.21	15.51	15.82
Stewarding										
N Floor Steward	15.61	15.84	16.08	16.32	16.57	16.82	17.07	17.33	17.67	18.03
N Utility Attendant'	14.75	15.07	15.30	15.53	15.76	16.00	16.24	16.48	16.81	17.14
Azure										
N Attendant	11.14	11.31	11.48	11.65	11.83	12.01	12.19	12.37	12.62	12.87
T Server	9.41	9.55	9.69	9.84	9.99	10.14	10.29	10.44	10.65	10.86
N Buffet Attendant	13.70	13.90	14.11	14.32	14.54	14.76	14.98	15.20	15.43	15.66
Azure Bar										
T Bartenders	15.40	15.63	15.86	16.10	16.34	16.59	16.84	17.09	17.43	17.78
T Server	9.41	9.55	9.69	9.84	9.99	10.14	10.29	10.44	10.65	10.86
Private Dining										
T Server	9.41	9.55	9.69	9.84	9.99	10.14	10.29	10.44	10.65	10.86
N Order Taker/Cashier	15.40	15.63	15.86	16.10	16.34	16.59	16.84	17.09	17.43	17.78
T Overnight Server	10.41	10.55	10.69	10.84	10.99	11.14	11.29	11.44	11.65	11.86
Mini Bar										
N Sr. Mini Bar Attendant	15.37	15.60	15.83	16.07	16.31	16.55	16.80	17.06	17.40	17.74

N Mini Bar Attendant	13.98	14.19	14.40	14.61	14.83	15.06	15.28	15.51	15.82	16.14
Banquets										
T Houseperson	13.70	13.91	14.12	14.33	14.54	14.76	14.98	15.21	15.51	15.82
T Server	9.41	9.55	9.69	9.84	9.99	10.14	10.29	10.44	10.65	10.86
T Bartenders	11.40	11.57	11.74	11.92	12.10	12.28	12.46	12.65	12.90	13.16
Front Desk										
N Sr. Front Desk Agent	16.96	17.22	17.47	17.74	18.00	18.27	18.55	18.82	19.20	19.58
N Front Desk Agent	15.67	15.91	16.15	16.39	16.63	16.88	17.14	17.39	17.74	18.10
Reservations/PBX										
N Sr. Reservations/ PBX Operator	16.65	16.90	17.15	17.41	17.67	17.93	18.20	18.47	18.84	19.22
N Reservation/PBX Operator	15.36	15.59	15.82	16.06	16.30	16.54	16.79	17.04	17.38	17.73
Guest Services										
Concierge	16.76	17.01	17.26	17.52	17.79	18.05	18.32	18.60	18.97	19.35
Instant Service Centre										
N Instant Service Rep.	15.40	15.63	15.86	16.10	16.34	16.59	16.84	17.09	17.43	17.78
Bell Services										
T Bell Person	9.89	10.03	10.18	10.34	10.49	10.65	10.81	10.97	11.19	11.43
Door Services										
T Lower Door Person	10.07	10.22	10.37	10.53	10.69	10.85	11.01	11.17	11.40	11.63
T Upper Door Person	13.45	13.65	13.86	14.06	14.27	14.49	14.71	14.93	15.22	15.52
Valet Parking										
T Parking Attendant	11.65	11.83	12.00	12.18	12.37	12.55	12.74	12.93	13.19	13.45
Club InterContinental										
N Concierge	16.91	17.16	17.42	17.68	17.95	18.22	18.49	18.77	19.14	19.52
N Club Attendant	14.65	14.87	15.09	15.32	15.55	15.78	16.02	16.26	16.58	16.93
N Club Server	9.41	9.55	9.69	9.84	9.99	10.14	10.29	10.44	10.65	10.86
Maintenance										
N Tradesperson	20.81	21.12	21.44	21.76	22.08	22.42	22.75	23.09	23.55	24.03
N Sr. Tradesperson	22.58	22.92	23.27	23.62	23.97	24.33	24.69	25.06	25.57	26.06
N Shift Operator	22.58	22.92	23.27	23.62	23.97	24.33	24.69	25.06	25.57	26.06

* A \$0.20 one time increase on date of receipt of written notice of ratification for Housekeeping Houseperson, Public Areas Attendant, Laundry Helper and Uniform Attendant.

** A \$0.10 one time increase on date of receipt of written notice of ratification for the classification of Utility Attendant.

NOTE:

- 1) All classifications should be identified as follows:

N = Non Tipping
T = Tipping

- 2) The formula for commencement of all increases will be based on the closest beginning of pay period to the date indicated in order to eliminate any misunderstanding in having two (2) contract rates appearing in any one payroll period.
- 3) Introductory rate - \$1.00 per hour less than the rate for the classification for a period of six (6) months from date of hire.
- 4) A night shift premium of twenty five (0.25) cents per hour will be applied to the Night Houseperson(s), Maintenance Associates, Front Desk Agents, Instant Service and Valet Parking for all hours worked on night assignments commencing between the hours of 23:00 hours and 02:00 hours.

SCHEDULE "C"**VACATIONS**

- C.01 Full time associates shall be entitled to annual vacations in accordance with the following: An associate, who at the beginning of the calendar year has:
- (a) Less than one (1) year of service is entitled to one (1) day vacation per complete month of employment up to a maximum of ten (10) days vacation at four percent (4%) on total wages earned in the previous year.
 - (b) Completed one (1) year of service or more but less than four (4) years of service, two (2) weeks vacation with four percent (4%) on total wages earned in the previous year.
 - (c) Completed four (4) years of service or more, three (3) weeks vacation with six percent (6%) on total wages earned in the previous year.
 - (d) Completed ten (10) years of service or more, four (4) weeks vacation with eight percent (8%) on total wages earned in the previous year.
 - (e) Completed twenty-five (25) years of service or more, five (5) weeks vacation with ten percent (10%) on total wages earned in the previous year.
- C.02 Vacation shall be granted within ten (10) months after the associate has earned it.
- C.03 Associates shall apply for vacation by seniority prior to April 15th of the vacation year. Following April 15th, choice of vacation shall be made on the basis of first come first serve on available dates only as long as the Company is able to maintain a qualified

and adequate staff in the department. Once the vacation dates have been allotted to an associate they shall not be changed.

- C.04 Vacation credit shall not be accumulated from one year to the next.
- C.05 The Company agrees to show accrued vacation pay on associates' pay cheques.

SCHEDULE "D"

STATUTORY HOLIDAYS

- D.01 An active full-time associate will be compensated for time lost as a result of one of the following Statutory Holidays being observed on his/her regularly scheduled work day. Compensation shall be a sum equivalent to his/her straight-time hourly rate for the number of straight-time hours of work in his/her day, provided he/ **she** complies with the qualifications hereinafter set forth. The statutory holidays are:

- | | |
|---|---------------------|
| 1. New Year's Day | 2. Good Friday |
| 3. Victoria Day | 4. Canada Day |
| 5. Labour Day | 6. Thanksgiving Day |
| 7. Remembrance Day | 8. Christmas Day |
| 9. Boxing Day | |
| 10. Civic Holiday (first Monday in August) | |
| 11. Family Day (3 rd Monday of February) | |
| 12. Anniversary Date of employment | |
| 13. Floating Holiday effective June 1, 2011 | |

It is agreed that the total of statutory holidays shall number to twelve (12) days nor shall it exceed twelve (12) days. Effective June 1, 2011, an additional floating holiday will be allowed.

- D.02 Where an associate works on a statutory holiday with the exception of New Year's Day, Good Friday, Christmas Day, Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Boxing Day he/she shall be paid his/her wages at his/her regular rate for each hour he/she works and he/she shall also be paid his/her statutory holiday pay without having to take a lieu day.

Where an associate works on New Year's Day, Good Friday, Christmas Day, Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Boxing Day, he/she shall be paid his/her wages at one and one half (1-1/2) times his/ her regular statutory holiday pay without having to take a lieu day.

- D.03 In order to qualify for payment on a statutory holiday as provided for in D.01, the eligible associate must work his/her last scheduled shift prior to and his/her first scheduled shift following the holiday.
- D.04 An otherwise eligible associate **who** is scheduled to work on one of the designated holidays but does not report for work as scheduled shall forfeit his/her holiday pay for that particular day.

- D.05 In the event that one or more of the aforementioned statutory holidays occurs during the eligible associate's vacation, he/she shall be paid for the statutory holiday in addition to his/her vacation pay.
- D.06 For the purpose of this Schedule "active" means when applied to an associate who is not absent from work for any reason during the period immediately prior to or immediately following the statutory holiday other than an associate who is on vacation or on a scheduled day off.

SCHEDULE "E"

E.01 BEREAVEMENT LEAVE

When either the current spouse, parent, child, grandchild, brother, sister, mother-in-law or father-in-law of a full-time associate dies, that associate on request will be excused for a period not to exceed three (3) consecutive days (or such fewer days as the associate may be absent) between the date of death and the date of the funeral. In addition, an eligible associate shall be entitled up to two (2) days off to attend the funeral of the associate's grandparent. *In any event, the eligible associate shall not be entitled to receive any pay hereunder for any day upon which he/she would not otherwise have been scheduled to work for the Company. Payment will be based on the associate's straight-time hourly rate exclusive of premiums.*

E.02 HEALTH AND WELFARE

The Company shall contribute to the Union's Health and Welfare Plan a sum equal to one-hundred and thirty dollars (\$130.00) per month for each full-time associate who is on the payroll for services rendered during any regular payroll period provided that such associate has been employed a minimum of twenty-four (24) regular hours per week and has been in the employ of the Company for a period of sixty (60) calendar days. As of June 1, 2009 of this Agreement the Company shall increase its contribution to one hundred and thirty-five dollars (\$135.00) per month. As of June 1, 2011 of this agreement the Company shall increase its contribution to one hundred and forty dollars (\$140.00) per month.

The aforementioned monthly payment shall be remitted to the Fund within ten (10) days after the end of the month for which it is paid. Until so remitted such funds shall be treated as trust funds in the hands of the Company on and after the end of the month for which such payments is to be made.

Such contributions shall be paid monthly and shall be used solely for the purpose of providing Health and Welfare, death and other benefits as may available to the eligible Union associate.

The Company agrees that the following sick provisions shall remain in effect for the life of the Agreement.

- 1) The paid sick leave will come into effect for associates who are ill for five (5) working days or more, and who are eligible to collect from the Union Health and Welfare Plan (on the eighth (8th) day);
- 2) The plan will be in effect for associates who have been in the employ of the Company for sixty (60) calendar days;
- 3) An associate may only claim this benefit once in each calendar year.

It will be the policy of the Company to pay the monthly welfare contribution on behalf of the associates who have one (1) year of service and who are off sick for the month the associate became sick, plus a maximum of an additional three (3) months once a year while the associate is receiving sick benefits under the Health and Welfare Plan.

- E.03 If legislation is passed to include same sex benefits, the Company and the Union will agree to renegotiate the Health and Welfare clause.
- E.04 In the event a full time associate's hours are below twenty-four (24) hours per week due to a reduction of hours effected by the Company, the Company agrees to pay the Health and Welfare contributions for the remainder of the month involved and for three (3) months following.
- E.05 Should the law require that employers pay the Retail Sales Tax on Health and Welfare contributions the Company agrees to submit said tax on cheque separate from that of the actual contributions.
- E.06 Regular Part-time Associate Benefits

Commencing June 1, 2008 the Company agrees to increase its contribution to the Union Health and Welfare Plan from the present ten (10) cents to the future fifteen (15) cents per hour worked for those regular part-time associates for all hours worked after June 1, 2008, provided they meet the following eligibility requirements and in accordance with the terms of the Plan as set out below:

1. Regular part-time associates are those associates who have been continuously employed by the Company and who have worked a minimum of 384 hours previously to qualify.
2. To maintain eligibility in the Health and Welfare Plan, regular part-time associates must work the minimum hours per month. The full text of the plan will be supplemented into the Union Health and Welfare Brochure.
3. The Hotel will make its contributions to the Health and Welfare Plan on a monthly basis by the 10th day after the end of the month for which it is paid. Such contributions shall be used solely for the purpose of providing Health and Welfare benefits as may be available for the eligible regular part-time associates.

E.07 Training and Education

For the purpose of training and education supplied by the Union, the Company shall grant, if notified one (1) week in advance of the date and those Shop Stewards that

will attend. Shop Stewards attending said training will be paid for time lost up to two (2) days per year. During each time off the Company shall supply a room and meals.

SCHEDULE "F"

BANQUET ASSOCIATES

- F.01** The following are the sub-classifications of banquet associates:
- (a) A full-time banquet associate is an associate who regularly works more than twenty-four (24) hours per week.
 - (b) A part-time banquet associate is an associate who regularly works not more than ~~twenty-four~~ (24) hours per week.
 - (c) A casual banquet associate is an associate who works intermittently for the Company and who is designated as such by the Company.
- F.02**
- (a) Except as otherwise provided herein, full-time banquet associates shall **be** subject to all the terms and conditions of the Collective Agreement between the Company and the Union with the exception that Article 11.01 up to and including Article 11.14 shall only apply to the extent **as** their seniority applies to the Banquet Department. Accordingly, Article 11.01 shall be deemed to be amended to include the Banquet Department as one of the areas dealt with in that Article.
 - (b) A part-time associate shall only be entitled to the terms and conditions of this schedule, to the grievance procedure set but at Article 10 and to the benefits of Article 11.11.
 - (c) Casual banquet associates shall be deemed to have been hired for each function worked and terminated at the end thereof such that persons shall only be this schedule for them.
- F.03 Hours of Work and Overtime**
- The hours of work and overtime provisions for full-time, part-time, and casual associates shall be determined in accordance with the terms and conditions of the Employment Standards Act of Ontario and not in Schedule A.
- F.04 Gratuities**
- Effective June 1, 1992 seventy five percent (75%) of the total food and beverage gratuity trunk will be distributed among Waiter/ress, and Bartenders.
- The present five percent (5%) of the total food and beverage gratuity trunk shall be maintained for Banquet Housepersons.
- Payment of Gratuities**

The Company will continue the present practice for the payment of gratuities.

It is further agreed that the cheques showing the total amount of gratuities signed by the guests will be made available to the Union for inspection upon request.

It is further agreed that the classifications of Captain shall be abolished.

F.05 Guarantee

Full-time, part-time and casual Banquet Associates called in or scheduled to work a function shall be guaranteed the following hours worked.

3 hours Breakfast
4 hours Lunch
4 hours Dinner

F.06 Vacation Pay

Vacation pay for part-time and casual Banquet Associates shall be in accordance with the provisions of the *Employment Standards Act of Ontario* rather than those as set out in Schedule "C" of the Collective Agreement.

F.07 The terms and conditions provided for in Article 7 - Management Rights, applies to all Banquet Associates.

F.08 Union dues shall be deducted from part-time banquet associates in accordance with Article 5. Union dues for casual banquet associates shall be deducted and remitted to the Union in a manner similar to that as provided in Article 5.02 if he/she works two (2) functions or more in a pay period.

F.09 The Company shall supply associates of the Banquet Department with a uniform in accordance with its normal practice used in supplying uniforms to staff.

F.10 (a) It is agreed that for each function one hundred (100) or more covers, associates shall be assigned whenever it is possible, to a minimum as follows.

Breakfast: 20 to 30 covers
Lunch: 20 to 24 covers
Dinner: 20 to 24 covers

(b) It is agreed that on Annual Associate Gala Dinners, waiter/ress shall be entitled to a seventy five dollar (\$75.00) gratuity plus their regular wages.

(c) Upon gratification, in the event that a labour charge is added to a function contract, one half of said labour charge will be distributed to the appropriate Banquet or Private Dining Associate(s).

F.11 Scheduling

(a) Overtime will be paid after forty-four (44) hours per week, as per the conditions and terms of the *Employment Standards Act of Ontario*.

- (b) Associates have the right to refuse to work more than twelve (12) hours per day. If they are willing to work as requested or scheduled by the Supervisors, they will be paid one and half (1.5) times their regular rate. Whenever possible, the associates would work three (3) functions during a twelve (12) hour shift except when working in bars.
- (c) Management will try whenever possible to schedule full-time associates for eleven (11) functions per work whenever available. During their forty-four (44) hours, full-time associates should be available for the same amount of breakfast, lunches and dinners.
- (d) Waiter/ress scheduled for breakfast will have preference for lunch on the same day, except where Waiterhess have already worked forty-four (44) hours that week. These shifts should then be scheduled by seniority to the waiters with fewer hours of work.
- (e) In the event a full-time Houseperson has a reduction of hours he will be offered work as a Waiter/ress before part-time Waiterhess are called in.
- (f) Closing Shifts:
 - (i) Each full-time associate must be available for a maximum of two (2) closing shifts per week, if no part-time associates are available;
 - (ii) Bartenders must close;
 - (iii) For a function served only by full-time associate, closing will be scheduled by seniority. The least senior full-time associate will have to close.
- (g) Associates assigned to close will receive 5% of the total gratuity (72.5% effective September 21, 1991 and 75% effective June 1, 1992) to be divided equally among those assigned to close. The 5% is only drawn from functions requiring associates to close on that day. The 72.5% equals 100%; the 5% split for those closing is taken from that total.

For example; $72.5\% = \$100.00 = 100\%$; therefore $5\% = \$ 5.00$

Two Waiterhess working; \$ 95.00 divided by 2
 Waiterhess closing receives \$ 52.00
 Waiterhess leaving early receives \$ 47.50
 Total tips paid; \$ 100.00

- (h) Closing refers to:
 Working a dance or function until it has ended and all cleaned-up duties presently involved in closing have been completed.

These duties include:

- Clean coffee machine;
 - Organize storage cupboards;
 - Refill salt and peppers;
 - Fold napkins;
 - Set ups;
 - Return left over food to kitchen;
 - Organize shelves in walk-in fridge in regards to butter, jam and condiments;
 - Requisition linen from Stores for Banquets and return dirty linen;
 - Organize linen storage;
 - Return empty beer bottles to bottle room;
 - Keep all bar miscellaneous items i.e. napkins, swizzle sticks etc. in an organized fashion and up to par;
 - Organize beverage rooms shelves as well as beverage refrigerators;
 - Organize bread baskets;
 - Clean and rinse candle holders;
 - Clear *off* trolleys and service tables they personally use;
 - Sweeping of floors should normally be done by stewarding, however, if spills and breakage occur and no one from stewarding is immediately available, the person involved should immediately clean up to avoid possibility of accidents.
- (i) For associates working functions with no dance but there may be speeches after the meal period, it is left to the Supervisor to assign associates for cleaning duties. All associates can be assigned mise-en-place or side duties during waiting periods i.e. speeches.
- (j) Associates must stay as long as the function demands and for all mise-en-place and side duties presently done by waiter/ress. It is the responsibility of the night associates to prepare all mise-en-place for the next day's breakfast.
- (k) Minimum Reporting Allowance will be:
- 3 hours for breakfast
 - 4 hours for lunch
 - 4 hours for dinner

If business permits, a 1/2 hours unpaid lunch or dinner break will be scheduled by management. For example:

Waiter/ress reports for work at 10:00 am:

Set tables etc.:	10:00am - 11.15am
Has lunch and breaks	11:00am - 12:00 noon
Line-up:	12:00pm
Lunch starts at:	12:15pm
Lunch finishes at:	2:00pm
Waiter/ress leaves at:	2:30pm

Total hours at work	4-1/2 Less 1/2 hour
Total hours paid:	4 hours

- (l) Associates will be entitled to one (1) fifteen (15) minute rest period for each completed one-half (1/2) shift of four (4) hours duration at a time determined by the Company and consistent with efficient operation.

This break may also be taken at the end of the shift. This means the associate may leave fifteen (15) minutes prior to his/her shift end if business permits, and be paid.

These breaks apply only after a three (3) hour forty-five (45) minute work shift.

- (m) If associates wish to leave before the basic minimum hours specified in point ten (10), management or supervisors will allow this provided their work is done. In this case, associates will be paid only for hours they have worked.
- (n) It is agreed that for each function of one hundred (100) or more covers, associates will be assigned whenever possible a minimum as follows:

Breakfast:	20 to 30 covers
Lunch:	20 to 24 covers
Dinner:	20 to 24 covers

- (o) It is understood that we should separate all functions equally between all full time waiter/ress, meaning that if there are eight (8) functions in a week and there are eight (8) full time waiter/ress, each would get one (1) function rather than the most senior full time waiter/ress getting eight (8) functions and the others getting none.

F.12 Gratuity Split

- (a) The gratuity split will be done three (3) times per day and tips will be split equally.
- (a) All associates working breakfasts - split breakfast tips.
 - (b) All associates working lunches and brunches - split lunch and brunch tips.
 - (c) All associate working receptions (bars) and dinners • split reception, bar and dinner tips. Gratuity split includes food and beverage tips.
 - (d) A copy of the split breakdown will be available daily to the Union Steward.

(b) Rebates:

The Banquet Shop Steward shall be advised prior to any deductions in the gratuities pool are made for tipping errors, miscalculation in tips, distribution, or any other rebate. The present practice of one percent (1%) hold back is replaced by the above.

F.13 Coffee Breaks

- (a) The InterContinental will maintain one waiters for morning coffee breaks which can be scheduled for up to forty four (44) hours per week.

Actual full-time waiter/ress will be given priority to apply for this position.

- (b) This Waiter/ress:

(i) Will do coffee breaks, all push-in breakfasts, push-in lunches and misen-place for the night coffee breaks and other duties as assigned by management. If there are no push-in luncheons available, this waiter/ress will have priority for all luncheons of 18 or less as well as for all breakfasts of 20 or less.

(ii) If this coffee waiter/ress is absent, sick or on holidays, the replacement possibly will be offered by seniority to full-timers but it will be mandatory for at the least senior full-time staff waiters scheduled for work that day.

- (c) At night, coffee breaks will be served by Housepersons. They will also be responsible to set up coffee breaks and push-in luncheons for the next day.

- (d) Gratuity Split:

The waiters serving push-in luncheons and coffee breaks will receive 75% of the waiters gratuity. The other 25% will go to the Housemen and will be split among them equally. (The waiters will get 75% of all coffee breaks on a daily basis).

For luncheons, the gratuity is calculated on an individual basis as mentioned previously in point fifteen (15) and point six (6).

SCHEDULE "G"**HARRASMENT POLICY**

The Company strictly prohibits any form of harassment. Furthermore no associate shall harass any other associate based on that associate's race, sex, religion, national origin, marital status, age, sexual orientation or disability. Appropriate action will be taken towards associates who engage in such conduct, up to and including discharge.

Prohibited conduct includes, but is not limited to, one or more of the following activities:

1. To make offensive written or oral slurs, gestures or physical contact
2. To make acceptance of sexual propositions a condition of hire, promotion or the right to remain employed:

3. To harass verbally an associate through the use of sexual epithets or reference to inherent physical characteristics;
4. To make unwelcome or improper advances; and
5. To create a hostile working environment.

Associates who feel they have been harassed should report the alleged offense through the Feedback Procedure or by reporting the offense directly to the General Manager or the Company Managed Hotels (CMH) - Employee Relations at 1-800-238-6999.

I have read and understand the Company policy on harassment.

LETTER OF UNDERSTANDING

The parties agree to the formation of a Joint Labour Management Committee comprised of three (3) representatives from the Hotel and the Union. The Committee will meet on a quarterly basis and deal with an agreed agenda of items.

LETTER OF UNDERSTANDING

The parties agree to negotiate a Letter of Understanding which will provide for scheduling guidelines in the Banquets Department consistent with the principles set out in Banquet Working Style Function Guidelines.

LETTER OF UNDERSTANDING

When a Room Attendant is assigned ten (10) or more check-outs, there will be a credit reduction of one (1) but such credit reduction will not be combined with any other credit reduction.

LETTER OF UNDERSTANDING

• Full time employees whose age and service equal seventy-five (75) and who choose to retire between the ages of fifty-five (55) and sixty-five (65), shall be entitled to a lump sum payment of one thousand dollars (\$1,000) for every five (5) years of service, or part thereof, to a maximum of five thousand dollars (\$5,000) less deductions required by law. This payment shall be made after the employee retires following their last day of work.

LETTER OF UNDERSTANDING

The parties agree that:

1. Associate meals will continue to be provided but on a cost neutral basis.
2. Associates of Friendly's will continue to be employed as long as business volumes justify.
3. Should business conditions necessitate the lay off of associates of Friendly's the Collective Agreement's Article 11.05 will apply with the understanding that the 'Department' is the Kitchen only for the purposes of these three (3) associates.
4. All full time and regular part time associates will receive a one (1) time payout signing bonus of \$250.00 effective date of cessation of Complimentary meals and \$250.00 at one year anniversary of cessation, provided they were so employed at the date of cessation of Complimentary meals and at the one (1) year anniversary of cessation and at the date of ratification if this Memorandum of Agreement.

Banquet Working Style Function Scheduling Guidelines

Current System

All continental breakfasts, breaks and working luncheons are serviced by the coffee waiter/hess with no clear bench mark of when additional service staff are scheduled to ensure our guests service expectations are met and exceeded. This has created an environment of negative animosity among the service staff and the coffee waiter/hess. The stand point of the service staff is, they sit at home while the coffee waiter/hess services more and more working style functions that are over time becoming more common. This is due to a hotel driven effort to increase revenue capture per room as well client's preference to use more efficient productive formats to achieve the most of a limited time span.

Proposed New System

Coffee service, working breakfasts, theme breaks and regular breaks will continue to be serviced by the coffee waiter/hess.

Coffee Shifts

Based on scheduling service levels determined by the Banquet Manager, full time waiter/hess will be added to assist the coffee waiter/hess. This shift will be classified as a coffee shift irrelevant of duration of the shift.

Working Luncheons

1. Working lunches with individual functions of sixty (60) or more will become waiter/hess functions. Scheduling requirements will be similar to that of the coffee waiter/hess servicing working lunches.
2. (a) The coffee waiter/hess will **serve** up to four (4) working lunches and/or with a bench mark of sixty (60) covers total.
 - (b) Beyond this bench mark, service associates will be scheduled to service additional working luncheons while ensuring the coffee waiter/hess maintains his/her bench mark sixty (60) covers.
 - (c) Waiter/hess gratuities for all working luncheons will be added to the lunch gratuity pool and distributed among all waiter/hess scheduled for lunch service.
 - (d) All working luncheons set ups will continue to be set up by the houseperson as well, they will continue to receive twenty-five percent (25%) of service the service gratuity seventy-five (75%)

Trade shows that require service will be serviced by service waiter/hess.

All food and beverage functions not part of a meeting that require room set up direct service during function time, will be serviced by the service waiter/hess.

LETTER OF UNDERSTANDING

The parties agree that the number of associates appointed to the Negotiating Committee will be determined by the Joint Labour Management Committee with the understanding that it will be reduced from the current eleven (11).

LETTER OF AGREEMENT

Notwithstanding the first sentence of Article 11.09 of the Collective Agreement, subject to the Company being able to maintain a qualified and efficient workforce, the parties agree that in all departments (except Front Desk), departmental seniority shall be the determining factors in assigning employees to "available" shift schedules. It is further agreed that associates cannot use their seniority to bump to a more preferred shift schedule (and shifts are not "available") except in the case of a shift that has become permanently available due to the cessation of employment or the transfer of associates on that shift, or the permanent creation of a new shift. This does not affect the balance of Article 11.09.

LETTER OR UNDERSTANDING

The parties agree to the following terms and conditions of employment with respect to Azure:

The hotel reserves the right to reconfigure the layout of the Restaurant and Bar on a daily basis subject to the needs of the operation and subject to business demand.

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