
COLLECTIVE AGREEMENT

BETWEEN

**INTERNATIONAL PLAZA HOTEL &
CONFERENCE CENTRE**

AND

**HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75**

EXPIRES JULY 7, 1999

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BETWEEN

INTERNATIONAL PLAZA HOTEL
AND CONFERENCE CENTRE
Hereinafter referred to as the "Company"
OF THE FIRST PART

-AND-

HOTEL EMPLOYEES, RESTAURANT EMPLOYEES
UNION, LOCAL 75
Hereinafter referred to as the "Union"
OF THE SECOND PART

ARTICLE 1 - PURPOSE

1:01 The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees who *are* subject to the provisions of this Agreement and provide efficient operation of the Company's business.

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

ARTICLE 2 - RECOGNITION AND SCOPE

2:01 The Company acknowledges that the employees in the unit save and except Management Trainees, Supervisors, persons above the rank of supervisor, office and sales staff, accounting staff, front desk **staff**, security staff, reservations staff, students employed during the school vacation period and employees whose work is covered under subsisting collective agreements, have selected the union as their sole Bargaining Agent with respect to matters arising under this Agreement,

2:02 The term "employee" or "employees" whenever herein used shall mean only those employees as described in Schedule A "Wage Rates".

2:03 Wherever the term his or he is used, it shall refer to mean his/her or he/she.

2:04 For purposes of this Agreement, Employees shall be classified, as follows:

- a) "Regular Employees" shall be defined as those employees who are regularly scheduled to work in excess of twenty-four (24) hours per week and who cannot refuse to perform available work.
- b) "Regular Part-time Employees" shall be defined as those employees who are regularly scheduled to work less than twenty-four (24) hours per week and who cannot refuse to perform available work. Where such regular part-time employee refuses hours of work on more than three occasions within a 12-month period, then he loses his status as a part-time employee and is immediately reclassified as a "non-regular part-time employee".
- c) "Non-regular Part-time Employees" shall be defined as those employees who are employed by the Company on an "as required" basis only to fill in for regular employees who are absent due to illness, vacation and any other kinds of leaves of absence or who are required for increased work assignments with the Company.
- d) Regular Part-time Employees become regular full-time employees and non-regular part-time employees become regular part-time employees only through the job posting procedure.
- e) The Parties agree that co-op students working throughout the Company are doing so to complete their education requirements and are not lured to replace regular Bargaining Unit employees.

2:05 For purposes of clarification "Banquet Captains" are "Supervisors" as provided for at Article 2:01 above, and are,

therefore excluded from the Bargaining Unit and, similarly, the current practice of "Shipper/Receiver" being excluded from the Bargaining Unit shall continue.

2:06 "Days" referred to in this Agreement shall exclude Saturdays, Sundays, and Statutory Holidays, unless otherwise provided.

2:07 Where the Company introduces a new classification during the life of the Collective Agreement which is not excluded by Article 2:01, herein, and is not listed at Schedule "A", then it shall set a rate of pay for that classification and so advise the Union. Where the Union disagrees as to the rate of pay and/or classification then the matter may be subject to the Grievance Procedure.

2:08 The Parties agree that management employees of the Company shall not perform Bargaining Unit work except in cases of training, emergencies or when regular Bargaining Unit employees fail to report for work.

ARTICLE 3 - MANAGEMENT RIGHTS

3:01 The Union acknowledges and agrees that the Company shall continue to reserve all rights, powers and authority to manage the Company and to direct the work force. Without restricting the generality of the foregoing, such **rights** of the Company shall include the right to:

- a) Instruct and direct employees in their duties and responsibilities;
- b) Control the use of buildings, equipment, utensils, machinery, tools, material, instruments, clothing,

uniforms and all other articles or things belonging to the Hotel;

- c) Formulate policies, rules and regulations;
- d) Maintain order and discipline, to hire, promote, transfer, demote, classify, lay off, recall, retire, suspend, or discharge or otherwise discipline employees for just cause;
- e) Determine where, in what manner, at what time, and under what conditions employees in the Bargaining Unit perform their duties;
- f) Limit, suspend or cease operations, subcontract or make necessary arrangements due to a change in the Company's policies;
- g) Inspect employees' lockers, in the accompaniment of a Shop Steward and/or employee; and
- h) Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to plan, direct and control operations, to direct the work forces, to determine the number of personnel required from time to time, to determine the number of location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standard of performance, to select, procure and control supplies, material, products and produce, to determine the extension, limitation curtailment or cessation of operations and other rights and responsibilities of management not specifically modified in this Agreement.

ARTICLE 4 - RELATIONSHIP

4:01 The Company and the Union agree that there will be no intimidation, discrimination, interference restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.

4:02 The Union further agrees that there will be no solicitation for membership, collection of dues (except as otherwise provided in this Agreement) or other Union activity at the work location or on the premises of the Company.

4:03 Authorized representatives of the Union will be permitted to enter the premises of the Company at 655 Dixon Road, Toronto, Ontario, at reasonable times for the purpose of conducting its business. It is understood that the Union representatives will not conduct business within the hearing of guests or in any manner that might disturb the guests, or interrupt the flow of work and service to guests. Notice to enter the Company shall be given to a representative of Management (i.e. the Hotel General Manager, Duty Manager or Director of Human Resources) who may not unreasonably refuse entry.

4:04 Union representatives will not interfere with an employee in the discharge of his/her duties.

4:05 The Parties agree to comply with the terms of the Ontario Human Rights code and shall not discriminate for reasons of sex, race, place of origin, sexual orientation, colour, ethnic origin, citizenship, creed, age, marital status,

family status or handicap in accordance with those definitions provided within the Ontario Human Rights Code.

ARTICLE 5 - UNION SECURITY

5:01 The Parties hereto agree to compulsory **check off** for all employees under the scope of this Agreement.

5:02 All union dues deductions shall be made from each cheque due to an employee and submitted to the Union no later than the 15th day of each month following the month in which deductions were made. All sums, together with a record of those from whom deductions have been made, including their Social Insurance Numbers and the amount thereof, shall be forwarded to the Union.

5:03 The Employer agrees to deduct initiation fees and Union dues upon receipt of a signed authorization by the employee.

5:04 All employees coming into the Bargaining Unit shall complete and sign the Union application card upon commencement of employment. The authorization card shall be supplied by Local 75.

5:05 The Company shall be advised by the Union, in writing, as to the amount of Unions Dues to be collected from Employees. Upon receipt of such notification from the Union, the Company shall post a copy of that Notice on the Union Bulletin Board.

5:06 All new employees in positions under the scope of the Union, (as in Schedule A) shall, as a condition of employment become and remain members of the Union after

employment. The Union agrees to accept into membership all such new employees.

5:07 Any new employee who is required to be a member of the Union and who refuses to become a member of the Union in his ~~first~~ pay period, shall be discharged by the Company upon receipt of official notice in writing from the Union to the Company.

5:08 The Company and Union agree that no officers of the Company or employees may enter into any contract inconsistent with this Agreement. Any amendment or changes as outlined in this Agreement during its term shall be incorporated only by mutual consent. It is agreed that the Union will not prevent the Company from maintaining an adequate and qualified work force, or services to the guest, or infringe on the Managements right clause as spelled out in the Agreement.

5:09 Nothing in this above Agreement or in the general body of the contract shall be construed as limiting to any degree the right of the Company to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the scales, such wages shall be regarded as premium rates for special skill or ability, such special rates shall not become the basis for a general increase in the scale in the classifications concerned.

5:10 The Company will administer its employees rating plan referred to in 5:09 to promote the development of employees, and not in any way as a means to undermine the collective bargaining position of the Union.

5:11 The Union shall notify in writing, with a copy to the Company, any individual who has been suspended, expelled or declared to be not in good standing. The Company will discharge said employee automatically seven (7) days after receipt of the Union notice unless:

- i) The employee's status becomes acceptable to the Union during this period; or
- ii) The employee makes claim in writing to the Company that the Union's action is unjust and that he requests the matter be taken **up** through the grievance procedure of this Agreement.

5:12 The Union shall indemnify and save harmless the Company against any and all suits, actions, cause of actions, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this article.

5:13 On ratification, the Company agrees to give the Union a list of employees in the unit including Social Insurance Number, address, phone number, date of hire, date of birth and job classification. This information will be provided to the Union annually and may also be provided upon specific request, at the discretion of the Company.

5:14 The Company will supply all present and future employees with copies of the Collective Agreement, printed in the current booklet format. Cost for such booklets shall be shared equally between the Company and the Union.

5:15 The Company will show the amount of annual union dues deducted on each employee's T4 slip.

5:16 The Parties agree to hold, on two occasions each year, a "Labour/Management Committee Meeting" for the purposes of discussing such issues ~~as~~ those related to the relationship between the Parties and matters of a general interest. It is agreed that such meetings shall not be for the purpose of discussing grievances or complaints. Up to two (2) hours pay for time that would have otherwise been worked by employees, for each employee, shall be paid by the Company for each meeting.

The Union shall be represented by its elected employee Stewards and its Business Agent.

The Company shall be represented by the Director of Human Resources and other Department Heads or Supervisors.

The Parties shall arrive at an agenda before the meeting and produce jointly approved minutes of the meeting to be distributed to Management and Members of the Bargaining Unit. The Chair for such meetings shall be alternated between the Parties.

ARTICLE 6 - SHOP STEWARDS

6:01 The Company acknowledges the right of the Union to appoint or otherwise select six (6) Full-time Shop Stewards and two (2) Part-time Shop Stewards to assist employees in presenting their grievances to the representatives of the Company. The number of such Stewards and the Departments for such are, as follows:

Area No, 1: Housekeeping and Laundry Departments
(one full-time employee Steward and one part-time employee Steward)

Area No. 2: Bell Staff, Switchboard and Recreation
Departments
(one full-time employee Steward)

Area No. 3: Kitchen and Stewarding Departments
(one full-time employee Steward)

Area No. 4: Food and Beverage and Room Service
Departments
(one full-time employee Steward)

Area No. 5: Maintenance Department
(one full-time employee Steward)

Area No. 6: Banquet Department
(one full-time employee Steward and one part-
time employee Steward)

If the Union wishes an additional full-time employee Steward in the Food and Beverage Department, the parties agree to discuss this and such request will not be unreasonably withheld. The Union may name one of the six (6) full-time employee Stewards as "Chief Steward".

6:02 The Union will inform the Company in writing of the identity of the Stewards and the Company shall not be obliged to recognize such Stewards until it has been so informed.

6:03 No Steward, Union Committee member or Union Official employed by the Company shall leave his regular duties without the permission of his supervisor in order to attend to Union business. Upon his return to his regular duties after having secured such prior permission, he shall give any explanation reasonably required by his supervisor to explain the duration of his absence. Such permission shall

not be unreasonably withheld, subject to the requirements of the Company.

6:04 Shop Stewards will not lose pay as a result of attending grievance meetings with the Company.

6:05 An elected Shop Steward with one or more years of seniority shall be the last employee to be laid off in his classification and department and shall be the first employee to be recalled within his classification and department providing, in all cases, he is capable of performing the work required.

6:06 The company acknowledges the right of the Union to have present up to one representative (full or part-time employee, as applicable) from each area of the workplace, described at Article 6:01, in the negotiations to renew this Collective Agreement. Present, may also be a non employee representative of the Union. The Company shall reimburse one full-time and one part-time employee for time lost from work, up to their normally scheduled hours of work. The Union shall advise the Company, in writing, as to which employees are to be paid for each meeting.

ARTICLE 7 - NO STRIKES/NO LOCKOUTS

7:01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slow down or stoppage of work, either complete or partial, as defined by the Ontario Labour Relations Act, and the Employer agrees that there will be no lockout.

7:02 The Union further agrees that it will not involve the Employer in any dispute which may arise between any other employer and the Union and the Employees of such other employer.

ARTICLE 8 - SENIORITY

8:01 The Company recognizes departmental seniority rights within each classification for the employees covered under this Agreement.

8:02 The Company shall maintain up-to-date Seniority lists, for each Department and for Bargaining-Unit-Wide Seniority and each such list shall be divided to show full-time and part-time seniority. Copies of such lists shall be posted and shall be supplied to the Union, upon request, not more than twice each year.

8:03 In cases of layoffs in any department, students are the first to be laid off, followed by probationary employees, part-time employees, and then full-time employees, provided that those remaining are, in the opinion of the Company, qualified to do the work available. In cases of layoffs lasting one (1) month or more, employees shall be provided with one (1) week of notice and in cases of layoffs for more than one week, but less than one month, employees shall be provided with two (2) days of notice.

Employees recalled to work after layoff, will be recalled in inverse order to that in which they were laid off provided, in the opinion of the Company, those recalled are qualified to do the work available.

8:04 Employees who are laid-off will be kept on the Seniority List for a period of nine (9) months following the lay-off. In the event of a lay-off department seniority within each classification shall be the governing factor.

8:05 Should a vacancy occur in any classification within the Bargaining Unit, the Company will post a notice for a period of four (4) days. This notice will list the job and the rate of pay. In addition it will show the final date for application which will not be less than three (3) days after posting the notice.

Each application will be reviewed by the Company and will consider the skill, ability and efficiency of employees for the vacant job. The Company will be the final judge when making a selection. However, when all factors are equal, seniority shall be the governing factor. Departmental seniority will be maintained for a maximum period of two (2) weeks from the date of transfer. Unsuccessful applicants will be informed when the Company makes its decision.

Where an employee has successfully obtained a new job through the posting procedure, and after having completed fifteen (15) days from date of transfer to that new job, his Departmental Seniority date will be established in his new Department from his date of transfer. His Bargaining Unit seniority date will remain unchanged.

An employee will not be permitted to apply for his next job posting until after he has completed four (4) months of service on his new job.

8:06 An employee's employment shall be deemed terminated and his seniority lost if the employee:

- a) Quits or voluntarily resigns.

- b) Is discharged for cause and is not reinstated through the Grievance Procedure.
- c) Is absent from work for more than three (3) working days unless a reason satisfactory to the Company is given.
- d) Is laid off work for a period in excess of nine (9) months.
- e) Fails to report back to work following a layoff within two (2) days of his scheduled first day back at work, after having been so notified by the Company: Employees who have been laid off for a period of one (1) month or more, and who cannot be reached by telephone, shall be notified of their requirement to return to work by Registered Mail.
- f) Overstays an authorized leave of absence or vacation without providing a reason satisfactory to the Company.
- g) Uses an authorized leave of absence for a purpose other than that for which it was granted.
- h) Is absent because of accident or illness in excess of three (3) days and fails to produce medical proof if so requested.

8:07 Should the Company permanently close a Department, then layoffs shall occur based on bargaining-unit-wide seniority, provided that those remaining are, in the opinion of the Company, qualified to perform the work available. Severance payments and notice shall be in accordance with the provisions of the Employment Standards Act.

8:08 As a general principle, employees shall be assigned regular available work, within their Department, based on

their seniority standing, provided that they are able to perform the work.

8:09 Should a full-time employee request a part-time position he shall be slotted to the part-time list in accordance with his seniority standing at the rate of pay and hours of work for such part-time position.

ARTICLE 9 - PROBATIONARY PERIOD

9:01 New employees will be considered probationary employees for the first forty five (45) days worked. It is recognized that a probationary period is a period during which the Company has the right to assess an employee to determine whether such employee is, in the sole opinion of the Company acceptable for employment. It is, therefore, recognized that probationary employees may be released at the sole discretion of the Company during the probationary period and that such release shall be deemed to be for just cause. The standard of just cause for the dismissal of a probationary employee shall be less than the standard of just cause for the dismissal of a regular seniority employee.

The Company may extend an employee's probationary period where additional time is required to assess the employee. Where this occurs, the Company shall advise the employee and the Union, in writing, of such extension.

9:02 Employees' warning notices will be removed from the employee file after one year from the date it was issued and two years in the case of suspension.

ARTICLE 10 - GRIEVANCE PROCEDURE

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

10:01 A grievance shall not be considered where the circumstances giving rise to it occurred or originated more than seven (7) days before the filing of the grievance.

10:02 Any grievance not processed within the specified time limits provided in Article X and Article XI shall be deemed to have been abandoned.

10:03 If the Company fails to answer a properly submitted grievance within the specified time limits, the employee shall be entitled to submit the grievance to the next step of the grievance procedure or arbitration, as the case may be.

10:04 A grievance by an employee shall be processed in the following manner:

Step 1 The employee shall discuss the grievance with his Department Head within the time limits shown in paragraph 10:02 above. The Department Head shall respond to the grievance within two (2) working days. The employee may have the assistance of a Steward at Step 1.

Step 2 Failing settlement of the grievance at Step No. 1, the employee may reduce the grievance to writing, and submit it to the Director of Human Resources within three (3) working days from the date of the Department Head's reply at Step No. 1. Such written grievance shall be signed by the grievor and state the article allegedly violated and redress sought. The employee may have the assistance of a

Steward and/or a Union Representative at Step 2. The Director of Human Resources or his designate shall give his written response to the grievance within five (5) working days from the receipt of the grievance.

Step 3 Failing settlement of the grievance at Step No. 2, the Union or employee may submit the grievance to the General Manager within five (5) working days from the date of the Director of Human Resources reply at Step No. 2. The employee may have the assistance of a Steward at Step No. 3. The General Manager or his designate shall give his written response to the grievance within five (5) working days from receipt of the grievance. At this step of the grievance procedure, other management representatives, or senior officials of the Union who are not employees of the Hotel, may be present at the request of either party. Failing settlement of the grievance at Step No. 3, the Union may submit the grievance to arbitration, within thirty (30) working days from the date of the General Manager's reply at Step No. 3, as described in Article X.

10:05 If the Company or Union wishes to file a policy grievance, the party wishing to grieve shall do so by mailing a copy of its grievance to the Union or Company, as the case may be, within thirty (30) working days of the occurrence of the event on which the grievance is based. No such grievance shall be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under Article X, nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Article. The Party which receives the grievance shall answer the grievance in writing within five (5) working days after

receipt of same but, if there is no answer given in writing then it shall be deemed that the claim of the grievor has been refused. If the grievance is not ~~settled~~ by the Parties through this procedure, it can then be submitted to arbitration under the Arbitration Procedure of this Agreement within five (5) days after the expiration of the five (5) working days referred to above.

ARTICLE 11 - ARBITRATION

11:01 Written notification of an intent to arbitrate a grievance by one party to this Agreement to the other party, shall contain that Party's nominee to the board of arbitration.

Within ten (10) working days thereafter, the other Party shall nominate its member to the board or arbitration in response to the other Party so doing.

11:02 The two (2) members to the board of arbitration, nominated in paragraph 11:01 shall attempt to agree upon a chairperson of the board of arbitration within fifteen (15) working days. If they are unable to agree upon a chairperson, the Minister of Labour will be asked to select the chairperson.

11:03 Each Party will bear the expenses of its nominee to the board of arbitration; the Parties will jointly bear the fees and expenses of the chairperson.

11:04 No matter may be submitted to arbitration which has not been properly carried through all previous stages of the Grievance Procedure.

11:05 The arbitration board shall not be authorized to alter, modify or amend any part of this Agreement, to make any decision inconsistent there with, nor to deal with any matter not covered by this Agreement.

11:06 The Parties may extend, by mutual agreement, the time limits in the grievance and Arbitration procedures, as set out herein. At any stage of the grievance procedure, including (arbitration, every reasonable effort will be made to accommodate a full investigation into the matters in dispute.

11:07 The decision of the majority of the board of arbitration, and failing a majority decision, the decision of the chairperson will be final and binding upon the Parties.

ARTICLE 12 -DISCHARGE CASES

12:01 A claim by an employee that he has been discharged unjustly from his employment shall be treated as a grievance, if a written statement of such grievance is lodged with the General Manager, within seven (7) calendar days after the employee ceases to work for the Company. Such grievance shall commence at Step 3 of the Grievance Procedure, as herein provided.

12:02 When it is necessary to discharge an employee from employment from the Company such discharge shall take place at a meeting with the Company, and the employee shall be provided with a letter confirming such action and a copy will be given to the Union. At the request of either Party, a Union Steward may also attend such meeting. The Union Steward shall have the right to conduct a brief

interview with the employee, at a place designated by the Company, prior to the employee leaving the premises.

ARTICLE 13 - LEAVE OF ABSENCE

13:01 Leaves of absence without pay and benefits may be granted by the Company to an employee upon request. Such request shall not be unreasonably withheld.

13:02 Request for leave of absence must be made in writing to the Manager at least two weeks prior to the desired date of commencement of such leave and must indicate the length of leave requested and the reason for requesting the leave. The Company's reply will be given to the employee in writing within seven (7) days following receipt of the request.

13:03 It is understood that employees on leave of absence may not use the time granted for purposes other than as declared in their request for such leave. Violation of this Article may be just cause for dismissal.

13:04 Any employee elected or appointed to a full time position within the Union will be granted upon request one (1) year leave of absence without pay and benefits.

13:05 An employee required to serve on a legally constituted jury during a period when he would otherwise be scheduled to work for the Company shall be paid the wages he would have received during this period computed on the basis of regular hours and then current rate of pay. Such employee will notify the Company of the requirement to attend the jury and shall furnish adequate proof of the

amount of **jury** pay received, which shall be deducted from his next pay cheque. The Company **will** not require the employee to work any other than his normally scheduled hours while on jury duty but may require an employee excused from jury **duty** to complete the balance of the regular shift.

13:06 Employees shall be granted Pregnancy and Paternal Leaves of Absence in accordance with the Employment Standards Act.

13:07 In the event of the death of an employee's immediate family member, such employee shall be granted three (3) consecutive days off, without loss of pay, for the purpose of attending the funeral and/or making arrangements for such. "Immediate family" shall include mother, father, brother, sister, child, and wife or partner. In the event of the death of a mother-in-law, father-in-law, grandchild or grandparents, an employee shall be provided one (1) day off without loss of pay to attend and/or make arrangements for the funeral.

ARTICLE 14 - BULLETIN BOARD

14.01 The Company will provide a bulletin board in the Staff Cafeteria for the convenience of the Union for posting notices of Union activity.

All such notices must be signed by the proper officer of the local Union, and submitted to the Director of Human Resources for his approval before being **posted**.

ARTICLE 15 - UNIFORMS, LOCKERS, TOOLS AND EQUIPMENT

15:01 In the event that an employee loses his uniforms or tools or equipment that were supplied to him by the Company, or fails to return them, the cost of the uniforms or tools or equipment will be deducted from the wages of the employee.

15:02 Uniforms remain the property of the Company. Employees are prohibited from wearing uniforms except when engaged in the service for which they are supplied. Any damage resulting to the uniform through wearing them on other occasions shall be charged against the employee.

15:03 Maintenance of uniforms shall include *dry* cleaning as prescribed by the Company, the cost of which shall be at the expense of the employee, effective July 8, 1996.

15:04 The Company shall supply lockers for employees and shall, in the presence of a Steward and/or employee, have the right to inspect such lockers from time to time.

15:05 The Company will maintain its current practice with respect to providing winter clothing to certain of its employees.

ARTICLE 16 - MEDICAL CERTIFICATE

16:01 An employee remaining off duty claiming sickness, may be requested by the Company, to produce a medical certificate justifying the cause of absence if the Company deems it necessary due to the employees previous performance record.

ARTICLE 17 - PERSONAL HYGIENE AND GROOMING

17:01 It is understood and agreed to, that all employees will attend to his/her personal hygiene, and undertake to groom his/her self while on duty, to the standards set out by the Company. The purpose of this article is to ensure that all employees uphold the image of the Company.

ARTICLE 18 - ORIENTATION AND TRAINING

18:01 In order to determine an applicant's suitability for employment within the Company, all applicants whom the Company considers for employment shall be required to participate in a training and orientation program for a period not to exceed three (3) hours in duration. Such time spent shall be without pay and shall not be interpreted as a guarantee of employment.

18:02 All employees shall participate, as required by the Company, in Company sponsored orientation and training program without loss of their regular wages. These programs are provided to enable employees to better understand the workings of the Operation and develop their skills during the course of their employment. Employees will not be called in for such training on their days off.

ARTICLE 19 - HOURS OF WORK

19:01 Except as otherwise provided, eight (8) consecutive hours shall constitute a day's work, and forty (40) hours shall constitute a week's work. Mention of daily and weekly hours

in the Article shall not be construed as guarantee of such hours. The Company agrees to use its ~~best~~ efforts to post schedules by Wednesday. Meal time shall not be paid for.

19:02 Every effort shall be made to schedule two consecutive days off in each week, however, it is understood in cases of emergency or for some specific work assignment it may not be possible to attain this goal. Where possible to do so, Senior employees shall be provided with shift preference, subject to the requirements of the Company. The Company may schedule employees to work for periods of less than eight (8) hours.

19:03 For all employees, except Banquet Department employees, all hours worked in excess of forty (40) hours in any one week or eight (8) hours in any one day will be paid for at the overtime rate of one and one half times the regular rate.

For all Banquet Department employees, all hours worked in excess of forty-four (44) hours in any one week or eight (8) hours in any one day will be paid for at the overtime rate of one and one half times the regular rate.

19:04 Employees required to work overtime will be provided written authorization. A copy of this authorization will be kept with the payroll input. Where practicable, preference shall be given to senior employees for scheduled overtime opportunities.

19:05 Employees are entitled to a fifteen (15) minute break for each complete four (4) hour shift period.

19:06 Schedules may be changed only after the employee has been contacted by the Company at least twelve (12) hours in advance of their scheduled shift.

19:07 All employees, other than Banquet Department employees, who report for work on a regular scheduled shift shall be provided with four (4) hours work for that period and Banquet Department employees with three (3) hours of work for that period at their regular rate of pay, provided lack of work is not due to labour disputes, fire, flood or other causes beyond the control of the Company.

19:08 Employees shall be provided with a minimum of eight (8) hours rest between shifts. For purposes of clarification, the eight hours does not include any paid hours at overtime rates within that eight hour period.

19:09 With the approval of the Company, employees may be permitted to trade days off with other employees without any additional cost to the Company.

19:10 Regular full-time employees will not be scheduled to work for periods of less than four (4) hours unless in circumstances beyond the control of the Company.

ARTICLE 20 - PAID (STATUTORY) HOLIDAYS

20:01 A regular full-time employee who has completed his probationary period and works the scheduled shifts immediately prior to, and following the holiday shall be paid holiday pay at his regular hourly rate for the number of hours worked. Notwithstanding the foregoing, where an employee is unable to work one of the qualifying shifts either immediately prior to or following the holiday, due to illness substantiated by a doctor's certificate, then he shall be paid holiday pay.

20:02 The Paid (Statutory) Holidays are as follows:

NEW YEAR'S DAY
GOOD FRIDAY
VICTORIA DAY
CANADA DAY
CIVIC HOLIDAY
LABOUR DAY
THANKSGIVING DAY
CHRISTMAS DAY
BOXING DATE

Where a Statutory Holiday occurs during an employee's vacation then the employee shall be entitled to one day's pay or one extra day's vacation at the Company's discretion.

20:03 In the event an employee is required to work on one of the Statutory Holidays named above, and does so, he can choose to have a substitute day off in lieu without deduction in pay. The granting of the substitute day off shall require one week's advance notice.

20:04 In the event an employee is required to work on one of the Statutory Holidays named above, he shall receive time and one-half his regular rate of pay for all hours worked in addition to his holiday pay.

20:05 Part-time employees shall be exempt from the provisions of Articles 20:01, 20:02, 20:03, and 20:04 and shall be paid for Statutory Holidays in accordance with the provisions of the Employment Standards Act.

20:06 Employees may request and shall be granted leave of absence without pay for religious holidays, other than those holidays as herein provided.

ARTICLE 21 - VACATION

21:01 The Company recognizes the need for rest and recreation on the part of its employees who are in active employ of the Company.

21:02 Vacation pay will be accrued from earnings on all hours worked.

21:03 The entitlement to ~~annual~~ vacation with pay will be in accordance with the following schedule:

<u>SERVICE</u>	<u>VACATION</u>	<u>PAYMENT</u>
One year of service and less than five years	2 weeks	4% of earnings
Five years of service and less than thirteen years	3 weeks	6% of earnings
Thirteen years of service or more	4 weeks	8% of earnings

21:04 An employee with less than one (1) year of service shall be entitled to 4% of his earnings as vacation pay.

21:05 For the purpose of qualification on the basis of service for any benefits under this Collective Agreement such service will be calculated from the latest date of hire.

21:06 Employees shall be required to use their annual Vacation Entitlement, as provided for herein, in the current vacation year and shall not be permitted to carry over any unused entitlement into the following year, without the written permission of the Company. Employees who, at the time of signing this Collective Agreement, have unused vacation carry-over credits, such credits shall be scheduled prior to July 1, 1997.

Where two or more employees request at the same time, for the same Vacation period, preference shall be provided to the most Senior employee. Subject to the requirements of the Company, an effort shall be made to accommodate Vacation request of employees.

ARTICLE 22 - GENERAL PROVISIONS

22:01 TOUR BAGGAGE

During the **life** of the Collective Agreement, the Company will maintain a rate of pay for tour-baggage which is consistent with market conditions. At the date of ratification of the Collective Agreement such rate is \$1.75 per bag but may be increased or decreased during the Agreement, as described above.

22:02 DINING ROOM GRATUITIES

The Company will maintain its current practice for the life of the Collective Agreement regarding 15% automatic gratuity for a party of eight (8) or more persons in its dining facility. The Company shall not be liable to pay such gratuity to an employee where the customer refuses its payment due to poor service.

22:03 BANQUET DEPARTMENT

- a) Banquet Department employees shall be scheduled for regular available work in accordance with their Seniority Standing.
- b) The current system of sharing of gratuities for Banquet Department employees, in accordance with their hours worked, shall be continued for the life of the Collective

Agreement. The amount of gratuities allocated to the Bargaining Unit employees shall be as follows:

- ◆ Effective July 8, 1996 - 52.5% of total gratuities
 - ◆ Effective July 8, 1997 - 55% of total gratuities
 - ◆ Effective December 1, 1998 - 60% of total gratuities
- c) The Company will continue its present practice for the life of the Collective Agreement of posting customer invoices so that employees are aware of the total amount of gratuity charged. In addition, the company agrees to post a summary every two (2) weeks of gratuities charged, to coincide with the applicable pay period.

22:04 EMPLOYEE RECORD CHANGES

It shall be the responsibility of all employees covered by this Collective Agreement to advise the Company of any change of address, telephone number, dependent status or name change.

22:05 HEALTH AND SAFETY

The Parties agree that they will mutually co-operate and maintain reasonable standards of safety and health in order to prevent injury and illness and comply fully with the applicable Health and Safety Legislation of the Province of Ontario.

22:06 TECHNOLOGICAL CHANGE

The company agrees to provide advance notice to employees and the Union of any changes in technology, wherever possible.

ARTICLE 23 - SCHEDULES

23:01 The following schedules are attached hereto and form part of this Agreement:

- ◆ Schedule "A" - Departmental Classifications and Hourly Wage Rates for Full-time and Part-time Employees
- ◆ Schedule "B" - Group Life, Dental, Pension, and Medical Benefits
- ◆ Schedule "C" - Special Rates of Pay for Stewarding Department

ARTICLE 24 - RETROACTIVITY

24:01 All provisions of this Collective Agreement which represent a change over the previous Collective Agreement are to be effective July 8, 1996, unless as otherwise specified herein. Operational changes which do not have a specified date will be implemented as soon as reasonably practicable following July 8, 1996.

ARTICLE 25 - TERMINATION

25:01 This Agreement shall remain in force until it terminates on July 7, 1999, and shall continue in force from year to year thereafter, unless in any year not more than sixty (60) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

FOR THE COMPANY:

A.S.S.
A. Karty

FOR THE UNION:

H. P. ...
of ...
Francisca ...
Perry ...
John ...
Shirley ...

SCHEDULE "A"
DEPARTMENTAL CLASSIFICATIONS AND HOURLY WAGE RATES
-FOR-
FULL-TIME AND PART-TIME EMPLOYEES

	July 8, 1996	Jan. 8, 1997	July 8, 1997	Jan. 8, 1998	July 8, 1998	Jan. 8, 1999	July 7, 1999
HOUSEKEEPING							
Room Attendant	\$9.41	\$9.46	\$9.56	\$9.66	\$9.76	\$9.91	\$9.96
Midnight Room Attend.	9.61	9.66	9.76	9.86	9.96	10.11	10.16
Houseperson	9.41	9.46	9.56	9.66	9.76	9.91	9.96
FRONT OFFICE							
Bell Captain	7.74	7.79	7.89	7.99	8.09	8.24	8.29
Bellman	7.48	7.53	7.63	7.73	7.83	7.98	8.03
Midnight Bell	7.88	7.93	8.03	8.13	8.23	8.38	8.43
FOOD & BEVERAGE							
Servers	6.45	6.50	6.60	6.70	6.80	6.95	7.00
Midnight Servers	8.88	8.93	9.03	9.13	9.23	9.38	9.43
Busperson	7.74	7.79	7.89	7.99	8.09	8.24	8.29
Cashier/Hostess	8.44	8.49	8.59	8.69	8.79	8.94	8.99
SANITATION							
Cleaner	8.44	8.49	8.59	8.69	8.79	8.94	8.99
KITCHEN							
Cook I	14.23	14.28	14.38	14.48	14.58	14.73	14.78
Cook II	12.27	12.32	12.42	12.52	12.62	12.77	12.82
Cook III	10.82	10.87	10.97	11.07	11.17	11.32	11.37
Cook IV	7.84	7.89	7.99	8.09	8.19	8.34	8.39
Cook V	9.35	9.40	9.50	9.60	9.70	9.85	9.90
Helper	8.85	8.90	9.00	9.10	9.20	9.35	9.40
STAFF CAFETERIA							
Helper	8.85	8.90	9.00	9.10	9.20	9.35	9.40
LAUNDRY							
Washer	9.65	9.70	9.80	9.90	10.00	10.15	10.20
Utility Worker	9.41	9.46	9.56	9.66	9.76	9.91	9.96
SWITCHBOARD							
Operator (Day)	9.65	9.70	9.80	9.90	10.00	10.15	10.20
Operator (Night)	10.07	10.12	10.22	10.32	10.42	10.57	10.62
MAINTENANCE							
Electrician	19.13	19.18	19.28	19.38	19.48	19.63	19.68
Painters	15.60	15.65	15.75	15.85	15.95	16.10	16.15
Maintenance Mechanic	12.08	12.13	12.23	12.33	12.43	12.58	12.63
Carpenter	14.13	14.18	14.28	14.38	14.48	14.63	14.68
General Maintenance	11.17	11.22	11.32	11.42	11.52	11.67	11.72
BANQUETS							
Banquet Porter	7.68	7.73	7.83	7.93	8.03	8.18	8.23
Banquet Attendant	6.15	6.20	6.30	6.40	6.50	6.65	6.70
Head Banquet Server	6.88	6.93	7.03	7.13	7.23	7.38	7.43
RECREATION							
Lifeguard	9.70	9.75	9.85	9.95	10.05	10.20	10.25

SCHEDULE "A" - CONTINUED

NOTE:

- 1) The Company may pay one dollar (\$1.00) less than the rates shown in Schedule "A" during the employee's probationary period.
- 2) The Parties hereto agree that as a result of their negotiations the Wage Rates, as **set** out herein, comply fully **with the requirements** of the Pay Equity Act.

SCHEDULE "B"

GROUP LIFE, DENTAL, PENSION AND MEDICAL BENEFITS

B:01 FULL-TIME EMPLOYEES

EMPLOYEE LIFE INSURANCE	\$40,000
EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT	\$40,000
EMPLOYEE AND DEPENDANTS SUPPLEMENTARY HEALTH	Semi-private Hospitalization - \$75 per day Prescription Drugs - 80% with \$25,000 max.per year Vision Care - \$100 per person in 24 months *no maximum number of dependants
EMPLOYEE AND DEPENDANTS DENTAL	100% up to \$1,250 per year per person *no orthodontic *1 year waiting period for prosthodontics (dentures) * 60% major restorative
EMPLOYEE DISABILITY - (ON COMPLETION OF ONE YEAR CONTINUOUS SERVICE)	75% for 2 weeks - max. \$375 per week 65% for 4 weeks - max. \$375 per week UIC Benefits 65% for 10 weeks - max. \$200 per week

§ The cases of sickness must be reported to the Human Resources Department, or the Manager on Duty, on the first day within a period of three (3) hours prior to the normal reporting time of the employee concerned.

§ The allowance for weekly indemnity shall only commence on the Employee's second work day of illness.

§ Weekly indemnity will not be granted to employees in case of illness or accident which is compensable under the laws of the Province of Ontario.

§ An employee will not be entitled to weekly indemnity while on vacation.

§ In doubtful cases, or, in cases of extended illness, the Plan reserves the right to request a doctor's certificate or to appoint another doctor, other than the one providing the certificate, in order to establish the facts in the case.

B:02 PART-TIME EMPLOYEE COVERAGE

-18 month waiting period for new employees
-must work on a regular basis 15 hours per week to be eligible for coverage

LIFE INSURANCE	\$10,000
ACCIDENTAL, DEATH AND DISMEMBERMENT	\$10,000
EMPLOYEE DISABILITY	Not covered for Part-time
EMPLOYEE DENTAL	100% basic up to \$750 per year per employee *no orthodontic *no major restorative
EMPLOYEE SUPPLEMENTARY HEALTH	-Semi-private Hospitalization - \$75 per day -Prescription Drugs - 80% with \$25,000 max. per year -Vision Care - \$100 per person in 24 months

B:03 The implementation of the benefits described at B:01 and B:02, above, shall be accomplished as soon as reasonably practicable following July 8, 1996 and employees shall be provided with the name and address where Dental services may be obtained.

B:04 FULL-TIME EMPLOYEE PENSION PLAN

The Company agrees to contribute to the Hotel Employees, Restaurant Employees Union, Local 75 Pension Fund on behalf of its Full-time Employees subject to the conditions that the contributions shall be made for all regular hours worked by each Full-time Employee under the scope of this Agreement, and who has completed his probationary period. The Full-time Employer will contribute by payroll deduction, an amount equal to the amount contributed by the Company. The level of contributions for each, the Company and the Employee, shall be as follows:

- § Effective July 8, 1996 - twelve (12) cents per hour
- § Effective July 8, 1997 - fourteen (14) cents per hour
- § Effective July 8, 1998 - sixteen (16) cents per hour

SCHEDULE "C"
SPECIAL RATES OF PAY FOR SANITATION
DEPARTMENT

In accordance with the Agreement reached between the Company and the Union during the 1994 negotiations, the following persons in the "SANITATION" Department shall be classified as "CLEANER" and, notwithstanding the provisions of Schedule "A", shall be paid at the following rate of pay:

BROWN, BRANFORD

July 8, 1996 \$9.59
Jan. 8, 1997 \$9.64
July 8, 1997 \$9.74
Jan. 8, 1998 \$9.84
July 8, 1998 \$9.94
Jan. 8, 1999 \$10.09
July 7, 1999 \$10.14

Only this persons named above shall continue to receive these rates of pay (and proportionate general increases, if any, in the future), until they leave their positions in this department.