

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 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) "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 part-time employee refuses hours of work on more than three occasions within a 3-month period, then he loses his status as a part-time employee and is immediately re-classified as a "Casual employee".

- c) "Casual 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. Such employees shall be required to pay a Service fee to the union and shall receive only the rate of pay as contained herein and no other benefits of the Collective Agreement.

Statutory vacation pay and Statutory Holiday pay shall be paid in accordance with the Employment Standards Act.

A list of casual employees, arranged by their date of hire, shall be maintained by each department who use casual employees on a regular basis. When work is available, employees shall be called according to such list with the most senior employee being first to be called. Where an employee is unavailable for work, or does not answer his telephone on two (2) occasions, his name shall be placed at the bottom of said list, notwithstanding his actual date of hire. Should five (5) occasions of this occur, then the employee's name shall be removed from such list.

- d) Part-time Employees become regular full-time employees and casual employees become part-time employees only through the job posting procedure.
- e) The Parties agree that co-op students working throughout the Company are doing education requirements and are not hired 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 working forces. 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 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.

4:06 The Company will provide each employee in the bargaining unit and the Union with a copy of its Harassment Policy.

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 the first pay cheque of each month and submitted to the Union no later than the 15th day of each month following the month in which deductions were made. The following information will be provided on a monthly basis:

Social Insurance Number
Date of Hire
Job Classification
Rate of pay
Amount Deducted
Status of Employee (i.e. part-time, full-time, etc.).

- The Employee's date of birth, address and phone number will be reported to the Union every six (6) months.
- Where no dues are deducted, the reason for such will be provided to the Union.
- The information listed above will be forwarded by email at an address provided by the union.

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

The Union agrees to notify Employees in advance regarding assessments and increases to Union Dues.

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 UNITE HERE Ontario Council, and its 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 Management's 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 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.

5:14 The Company will show the amount of annual union dues deducted on each employee's T4 slip.

5:15 The Parties agree to hold, on a quarterly basis 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)
- Area No. 7: Harry's Bar
(one full-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 The Employer will compensate shop stewards for scheduled working time that is lost as a result of being required to attend education seminars or the handling of grievances of employees at their regular rate of pay, and this does not apply to time spent on such matters outside of regular working hours. Payment of education seminars will not exceed three (3) hours per month (non cumulative). The Union will be required to notify the Employer two (2) weeks in advance and it will not prevent the Employer from maintaining an adequate and qualified workforce.
- 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.
- 6:07 The employer will introduce newly hired employees to the appropriate shop steward within the first week of employment.

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 six (6) 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.

8:10 Should a part-time employee move to the full-time list, they shall be placed at the bottom of the full-time list.

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 10 and Article 11 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 10.

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 10, 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 of 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 chairman of the board of arbitration within fifteen (15) working days. If they are unable to agree upon a chairman, the Minister of Labour will be asked to select the chairman.
- 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 chairman.
- 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 chairman 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.
- 12:03 Discipline and discharge notices issued to the employees must contain information and reasons for which the notice is issued. Such notices should be issued to an employee as soon as the Employer is aware of the event leading to the actions and has a reasonable time to investigate the matter. A copy shall be signed by a representative of Management and the employee will be asked to sign such notices as acknowledgement of receipt of same. The signing of the notice is not an admission of guilt.
- 12:04 In all cases of discipline beginning with a verbal notice up to and including discharge, a shop steward must be present, unless the employee specifically requests otherwise.

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 will 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, or aunt or uncle, 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 The Company will supply and clean all uniforms required for work. Minor repairs to uniforms shall be the responsibility of the employee.
- 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 employee's 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 programs 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 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.

19:04 Employees are entitled to a fifteen (15) minute break for each complete four (4) hour shift period.

19:05 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.

19:06 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.

19:07 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.

19:08 With the approval of the Company, employees may be permitted to trade days off with other employees without any additional cost to the Company.

19:09 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.

19:10 All employees will be issued a swipe card for the purpose of recording their hours at work. No allowance will be made for time on the records prior to the regular starting time, without authorization by the Department Head. Unless the Department Head's authorization is secured on each occasion, the additional time shown on the time record at the commencement of a work period will be considered as time not worked. If an employee swipes out late, it will be assumed that the employee was delayed for personal reasons and that the time shown on the time card beyond quitting time is the employee's personal time. Employees neglecting to swipe in and out at all required times throughout the working hours may be subject to disciplinary action. Any employee who swipes another employee's card is subject to immediate dismissal.

ARTICLE 20 – BANQUET DEPARTMENT

20:01 a) Banquet Department Employees shall be scheduled for regular available work in accordance with their seniority standing.

b) 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.

c) Banquet Department Employees shall receive 75% of the gratuities broken down as follows:

Servers

Porters

(FT, PT, Casual):69%

(FT, PT, Casual):6%

- d) The Company will continue its present practice for the life of the Collective Agreement of posting customer invoices so that the 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.
- e) The Union, upon written request, shall be permitted to make an audit of the relevant documents covering service charges distribution and submit an audit report in writing declaring the findings within 30 days of the completion of the audit. This shall be limited to one request per year.
- f) When the Hotel is paid to place banners for a client function, the Banquet Porters will be paid ten dollars (\$10.00) for each banner they are directed to place.

ARTICLE 21 – HOUSEKEEPING

21:01 At the discretion of the Executive Housekeeper, extra help may be given or a room reduced in the event of particularly dirty rooms. Room attendants who work on three or more floors will have their daily room assignment reduced by one.

ARTICLE 22 - PAID (STATUTORY) HOLIDAYS

22:01 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.

22:02 The Paid (Statutory) Holidays are as follows:

NEW YEAR'S DAY	CIVIC HOLIDAY
GOOD FRIDAY	LABOUR DAY
VICTORIA DAY	THANKSGIVING DAY

CANADA DAY
BOXING DAY

CHRISTMAS DAY
EMPLOYEE 'S ANNIVERSARY

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.

22:03 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.

22:04 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.

22:05 Part-time employees shall be exempt from the provisions of Articles 22:01, 22:02, 22:03, and 22:04 and shall be paid for Statutory Holidays in accordance with the provisions of the Employment Standards Act.

22:06 Employees may request and shall be granted leave of absence without pay for religious holidays, other than those holidays as herein provided.

ARTICLE 23 - VACATION

23:01 The Company recognizes the need for rest and recreation on the part of its employees who are in active employ of the Company.

23:02 Vacation pay will be accrued from earnings on all hours worked.

23:03 The entitlement to annual vacation with pay will be in accordance with the following schedule:

SERVICE

VACATION

PAYMENT

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 and less than 20 years	4 weeks	8% of earnings
20 years of service or more	5 weeks	10% of earnings

23:04 An employee with less than one (1) year of service shall be entitled to 4% of his earnings as vacation pay.

23:05 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.

23:06 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.

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 24 - GENERAL PROVISIONS

24:01 TOUR BAGGAGE

Effective from July 1, 2004, where the company is able to negotiate with tour operators for a premium for baggage handling, a premium of \$2.25 for incoming baggage and \$2.25 for outgoing baggage shall be paid to bell staff.

Effective from July 1, 2005, where the company is able to negotiate with tour operators for a premium for baggage handling, a premium of \$2.30 for incoming baggage and \$2.30 for outgoing baggage shall be paid to bell staff.

24:02 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.

The Company will continue its present practice with respect to paying a 15% gratuity on vouchers.

24:03 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.

24:04 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.

Where the Company requires certain of its employees in the classifications of Maintenance, Stewarding and Banquet Porter to wear safety shoes, the Company shall reimburse the employees for the cost of such shoes to a maximum of \$50.00 in each contract year. The employee shall present a proper receipt to obtain such reimbursement. Flat \$50.00 allowance per year for employees in the classifications of Maintenance, Stewarding and Porter.

24:05 TECHNOLOGICAL CHANGE

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

24:06 SMART SERVE CERTIFICATION

All employees who, as part of their regular duties, are required to serve alcoholic beverages shall be "Smart-Serve Certified". The Company shall provide and pay for such training.

ARTICLE 25 - SCHEDULES

25:01 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": Grandfathering of Local 280 Members
- Schedule "D" – Retirement Allowance
- Schedule "E" – Life Long Learning Fund

ARTICLE 26 - RETROACTIVITY

26:01 All provisions of this Collective Agreement which represent a change over the previous Collective Agreement are to be effective on date of ratification, unless as otherwise specified herein. Operational changes which do not have a specified date will be implemented as soon as reasonably practicable following the date of ratification.

ARTICLE 27 - TERMINATION

27:01 This Agreement shall remain in force until it terminates on January 31, 2006, 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.

DATED AT TORONTO, ONTARIO THIS _____ DAY OF _____, 2005.

FOR THE COMPANY:

FOR THE UNION:

SCHEDULE "A":

Housekeeping	Current	Jul - 03	Jan - 04	Jul - 04	Jan - 05	Jul - 05	Jan - 06
Room Attendant	\$11.78	12.02	12.26	12.50	12.90	13.16	13.36
Houseperson	11.78	12.02	12.26	12.50	12.90	13.16	13.36

Front Office	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Bellperson	9.00	9.09	9.22	9.31	9.45	9.55	9.69
Bell Captain	10.56	10.67	10.83	10.93	11.10	11.21	11.38
Food & Beverage	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Server	8.03	8.11	8.23	8.31	8.43	8.52	8.65
Midnight Server	10.63	10.74	10.90	11.01	11.17	11.29	11.46
Cashier/Hostess	10.56	10.77	10.99	11.21	11.58	11.81	11.99
Corporate Service Attendant	10.11	10.31	10.51	10.72	11.09	11.31	11.48
Sanitation	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Cleaner	10.56	10.77	10.99	11.21	11.58	11.81	11.99
Staff Cafeteria	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Helper	11.01	11.23	11.46	11.69	12.07	12.31	12.50
Laundry	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Washer	11.90	12.13	12.38	12.62	13.03	13.29	13.49
Utility Worker	11.63	11.86	12.10	12.34	12.74	13.00	13.19
Communication	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Operator (Day)	11.27	11.49	11.72	11.96	12.34	12.59	12.78
Operator (Night)	11.73	11.96	12.20	12.45	12.85	13.10	13.30
Maintenance	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Painter	17.84	18.19	18.56	18.93	19.46	19.85	20.14
Mechanic	14.08	14.36	14.64	14.94	15.39	15.69	15.93
General	12.94	13.20	13.47	13.74	14.16	14.44	14.66
Banquets	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Porter	10.19	10.30	10.45	10.56	10.71	10.82	10.98
Server	7.69	7.77	7.89	7.97	8.09	8.17	8.29

Head Banquet Server	8.42	8.51	8.64	8.72	8.85	8.94	9.08
Banquet Bartender	7.69	7.77	7.89	7.97	8.09	8.17	8.29
Orchid Café							
	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Busperson	9.34	9.53	9.72	9.91	10.26	10.46	10.62
Kitchen							
	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Cook I	16.65	16.98	17.32	17.67	18.17	18.54	18.81
Cook II	14.44	14.73	15.03	15.33	15.78	16.10	16.34
Cook III	12.81	13.06	13.33	13.59	14.01	14.29	14.51
Cook IV	11.70	11.94	12.18	12.42	12.82	13.08	13.27
Cook V	11.15	11.38	11.60	11.83	12.22	12.47	12.65
Helper	10.59	10.80	11.02	11.24	11.61	11.84	12.02
Harry's Bar							
	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Service Bartender	12.41	12.53	12.72	12.85	13.04	13.17	13.37
Composite Bartender	10.59	10.70	10.86	10.96	11.13	11.24	11.41
Stool Bartender	9.46	9.55	9.70	9.79	9.94	10.04	10.19
Server	8.49	8.57	8.70	8.79	8.92	9.01	9.15
Bar Person	8.49	8.57	8.70	8.79	8.92	9.01	9.15

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.
- 3) When an employee is assigned to "Pot Washer" duties he shall be paid a premium of \$1.00 per hour for all hours worked on these duties.
- 4) Where a Room Attendant is required to make up a cot in a guest room when the cot

is first delivered to that room, the Room Attendant will receive a \$1.00 allowance.

- 5) Where an employee is required to work on the night shift and where the shift commences on or after 11PM, he shall be paid a premium of \$0.40 per hour provided that such a night premium is not already included in the employee's basic rate of pay.
- 6) When a Cook II or Cook III is assigned to work as a "Line Cook" he shall receive a premium of \$0.85 per hour for all hours worked in this function.

SCHEDULE "B"
GROUP LIFE, DENTAL, PENSION AND MEDICAL BENEFITS

B:01 The Employer will contribute to HERE Local 75 Health & Welfare Trust the following amount for each hour paid on behalf of each bargaining unit employee who has completed his/her probationary period:

<u>Ratification</u>	<u>Feb 1/04</u>	<u>Feb 1/05</u>
\$0.91	\$1.01	\$1.06

It is understood that “hours paid” includes holidays, vacations, parental leave, disability and sickness (non-work related) and adjustments to pay cheques. In addition, the Employer will continue to make contributions on behalf of the employee for the first month of an authorized leave of absence.

For greater certainty, the employer is responsible for any provincial or federal sales tax imposed on such contributions, and any such taxes are in addition to the above contribution rates.

All health & welfare payments shall be calculated from the first (1st) day of each month to the last day of each month, and shall be remitted and received by the trust of the Health & Welfare Plan of HERE Local 75 prior to the fifteenth (15th) day of the following month.

The Employer will be responsible for the loss of benefits to any employee because of any Employer’s default action in payments.

REVIEW OF EMPLOYER’S PAYROLL RECORDS:

The Employer will allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made.

In the event the Trustee intends to review the Employer’s payroll records, the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

Contribution reports:

The employer will submit to the Plan Administrator, a report that shows:

- a) the pay period
- b) For each employee: name, SIN, status (f/t or p/t), hours paid, department, classification, address and phone number
- c) Total hours paid
- d) Total contribution
- e) Total taxes paid
- f) Total amount of cheque

Upon request, the employer will submit the above listed information on disk or electronically, if feasible.

INTEREST ON DELINQUENT CONTRIBUTIONS

The Trustees of the HERE Union Local 75 Health and Welfare Plan may charge interest on contributions to the Health and Welfare Trust which are overdue by more than thirty (30) days at the rate of the Scotiabank 30-day GIC rate on the first day of the month in question plus 2% compounded monthly.

New Benefits:

Upon a decision of the Trustees of the HERE Local 75 Health and Welfare Plan to change or improve benefits the employer will cooperate with the Plan Administrator in the introduction of any new benefit to eligible members, or change in benefits.

Casual Employees to be covered by this schedule effective January 1, 2006.

B:02 PENSION PLAN

The Company agrees to contribute to the HERE 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 Employee 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 January 1, 2005 – Thirty (30) cents per hour

Effective January 1, 2006 – Thirty-five (35) cents per hour

SCHEDULE "C"
GRANDFATHERING OF LOCAL 280 MEMBERS

Only the following employees are covered under this schedule:

Teresa Fata	Composite Bartender
Manny Romaris	Composite Bartender
Guylaine Drolet	Composite Bartender
Patricia Mitchell	Composite Bartender
Diane Burger	Composite Bartender

Health & Welfare Benefits:

Members will continue to be covered under the non-union health & welfare benefit program (currently Canada Life/Great West Life) with the option of switching to the HERE Local 75 Health & Welfare Plan as outlined in Schedule A. Management reserves the right to change benefit providers with the provision that current benefits will not be decreased.

Sick Leave Allowance:

All Employees listed above will be entitled to accumulate paid sick leave at the rate of six (6) days per calendar year at the rate of one-half (1/2) days per month worked to a maximum of 18 days entitlement. Payment of such sick leave is conditional upon the following requirements:

- 1) The Employee will provide a doctor's certificate confirming such illness if requested to do so by the Company. The Company reserves the right to request a medical certificate from a doctor specified by the Company.
- 2) The Employee will notify the Employer as soon as possible of his expected absence and in any event no later than the time of his regularly scheduled shift.
- 3) Sick leave allowance will not be paid for illness or accident within the vacation of an employee.
- 4) In no event will an Employee be entitled to payment for sick days accumulated and unused.

- 5) Payment for time away from work will be determined by the approved hours of work posted for the Employee during the absence on the work schedule.

Holiday Pay:

In addition to holidays outlined in Article 21, the employees listed above are to entitled to holiday pay for all hours worked after 6:00pm on Christmas Eve.

It is agreed by the employees listed above and the Company that the employee's Anniversary of Employment with the Company shall replace Remembrance Day.

Vacation:

Employees listed above are entitled to vacation pay of four (4) weeks after 10 years of service at 8% of earnings.

The employees listed above are members of UNITE HERE Ontario Council, Local 75 and are covered by the Collective Agreement between the parties except as specifically modified above.

SCHEDULE "D"
RETIREMENT ALLOWANCE

For those employees whose age and service equal seventy-five (75) and who choose to retire after age 60 shall be entitled to a lump sum payment of \$1,000.00 for every five (5) years of service to a maximum of \$5,000.00.

SCHEDULE ‘E’
LIFE LONG LEARNING FUND

The Employer agrees to contribute one (1) cent from the date of ratification per hour worked per employee into the HERE Local 75 Life Long Learning Fund.

Letter of Understanding

Between:

Doubletree International Plaza Hotel Toronto Airport

-and-

UNITE HERE ONTARIO COUNCIL, Local 75

“RE: Contracting Out”

No current employee can be laid off due to sub-contracting during the term of this agreement.

DATED AT TORONTO, THIS _____ day of _____, 2005.

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding

Between:

Doubletree International Plaza Hotel Toronto Airport

-and-

UNITE HERE ONTARIO COUNCIL, Local 75

“RE: Maintenance/Culinary”

The Employer will provide maintenance employees and cooks \$50.00 per year to replace their broken tools or knives.

DATED AT TORONTO, THIS _____ day of _____, 2005.

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding

Between:

Doubletree International Plaza Hotel Toronto Airport

-and-

UNITE HERE ONTARIO COUNCIL, Local 75

“RE: Casual Employees –Service Fee”

Notwithstanding the provisions of Article 5 of the Collective Agreement, “Casual Employees” shall pay only a service fee to the union of an amount as directed, in writing, by the union for each shift worked to a monthly maximum equivalent to a “Regular Employee” working in the same job classification.

DATED AT TORONTO, THIS _____ day of _____, 2005.

FOR THE COMPANY:

FOR THE UNION:

Letter of Intent

Between

Doubletree International Plaza Hotel Toronto Airport

-and-

UNITE HERE ONTARIO COUNCIL, Local 75

“RE: Gratuities - Hotel Functions/Hotel Staff”

The hotel will continue its current practice for the life of the Collective Agreement of providing a gratuity of ten percent (10%) for charged staff meals and Hotel sponsored functions.

DATED AT TORONTO, THIS _____ day of _____, 2005.

FOR THE COMPANY:

FOR THE UNION:

Letter of Intent

Between:

Doubletree International Plaza Hotel Toronto

-and-

UNITE HERE ONTARIO COUNCIL, Local 75

“RE: Valet Parking”

Where the Hotel continues its current practice for Valet Parking, Bell Persons will receive \$5.00 for each car parked for the life of the Collective Agreement.

DATED AT TORONTO, THIS _____ day of _____, 2005.

FOR THE COMPANY:

FOR THE UNION:

Letter of Intent

Between:

Doubletree International Plaza Hotel Toronto Airport

-and-

UNITE HERE ONTARIO COUNCIL, Local 75

“RE: Maintenance Department Courses”

Where the Company requires a Maintenance Department Employee to attend courses, the Company shall pay 100% of the cost of tuition for such courses.

DATED AT TORONTO, THIS _____ day of _____, 2005.

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding

Between:

Doubletree International Plaza Hotel Toronto Airport

-and-

UNITE HERE ONTARIO COUNCIL, Local 75

Re: Union Proposal – Subsidized Transit Passes

The Company and the Union agree to meet within 60 days of the ratification of the Collective Agreement to discuss the possibility of entering into a payroll deduction program whereby the employees can bulk purchase public transit passes.

DATED AT TORONTO, THIS _____ DAY OF _____, 2005

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding

Between

Doubletree International Plaza Hotel Toronto Airport

-and-

UNITE HERE ONTARIO COUNCIL, Local 75

Re: Labour Management Meetings – Housekeeping Department

The Company and the Union agree to hold quarterly (labour/management committee meetings) for the housekeeping department for the purposes of dealing with housekeeping issues. It is agreed that such meetings shall be for the purposes of discussing grievances.

Up to two housekeeping employees can represent the department and meetings shall not meet two (2) hours in duration.

DATED AT TORONTO, THIS _____ DAY OF _____, 2005

FOR THE COMPANY:

FOR THE UNION:

SCHEDULE "A":

Housekeeping	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Room Attendant	\$11.78	12.02	12.26	12.50	12.90	13.16	13.36
Houseperson	11.78	12.02	12.26	12.50	12.90	13.16	13.36
Front Office							
	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Bellperson	9.00	9.09	9.22	9.31	9.45	9.55	9.69
Bell Captain	10.56	10.67	10.83	10.93	11.10	11.21	11.38
Food & Beverage							
	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Server	8.03	8.11	8.23	8.31	8.43	8.52	8.65
Midnight Server	10.63	10.74	10.90	11.01	11.17	11.29	11.46
Cashier/Hostess	10.56	10.77	10.99	11.21	11.58	11.81	11.99
Corporate Service Attendant	10.11	10.31	10.51	10.72	11.09	11.31	11.48
Sanitation							
	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Cleaner	10.56	10.77	10.99	11.21	11.58	11.81	11.99
Staff Cafeteria							
	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Helper	11.01	11.23	11.46	11.69	12.07	12.31	12.50
Laundry							
	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Washer	11.90	12.13	12.38	12.62	13.03	13.29	13.49
Utility Worker	11.63	11.86	12.10	12.34	12.74	13.00	13.19
Communication							
	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Operator (Day)	11.27	11.49	11.72	11.96	12.34	12.59	12.78

Operator (Night)	11.73	11.96	12.20	12.45	12.85	13.10	13.30
Maintenance	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Painter	17.84	18.19	18.56	18.93	19.46	19.85	20.14
Mechanic	14.08	14.36	14.64	14.94	15.39	15.69	15.93
General	12.94	13.20	13.47	13.74	14.16	14.44	14.66
Banquets	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Porter	10.19	10.30	10.45	10.56	10.71	10.82	10.98
Server	7.69	7.77	7.89	7.97	8.09	8.17	8.29
Head Banquet Server	8.42	8.51	8.64	8.72	8.85	8.94	9.08
Banquet Bartender	7.69	7.77	7.89	7.97	8.09	8.17	8.29
Orchid Café	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Busperson	9.34	9.53	9.72	9.91	10.26	10.46	10.62
Kitchen	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Cook I	16.65	16.98	17.32	17.67	18.17	18.54	18.81
Cook II	14.44	14.73	15.03	15.33	15.78	16.10	16.34
Cook III	12.81	13.06	13.33	13.59	14.01	14.29	14.51
Cook IV	11.70	11.94	12.18	12.42	12.82	13.08	13.27
Cook V	11.15	11.38	11.60	11.83	12.22	12.47	12.65
Helper	10.59	10.80	11.02	11.24	11.61	11.84	12.02
Harry's Bar	Current	Jul-03	Jan-04	Jul-04	Jan-05	Jul-05	Jan-06
Service Bartender	12.41	12.53	12.72	12.85	13.04	13.17	13.37
Composite Bartender	10.59	10.70	10.86	10.96	11.13	11.24	11.41
Stool Bartender	9.46	9.55	9.70	9.79	9.94	10.04	10.19

Server	8.49	8.57	8.70	8.79	8.92	9.01	9.15
Bar Person	8.49	8.57	8.70	8.79	8.92	9.01	9.15