

SOURCE	Union		
EFF.	93	04	06
TERM.	95	04	05
No. OF EMPLOYEES	25		
NOMBRE D'EMPLOYÉS	25		

AGREEMENT

BETWEEN

MARRIOTT CORPORATION OF CANADA

AT

NORTHERN TELECOM

AND

LOCAL 994, UNITED RUBBER, CORK, LINOLEUM AND PLASTIC

WORKERS OF AMERICA, AFL:CIO:CLC

FEB 11 1994

FROM: April 6, 1993

TO: April 5, 1995

09850001

ARTICLE I - PURPOSE

1.01 It is the mutual desire of both parties to promote cooperation and harmony and to provide an amicable method of **settling** any differences or grievance which may arise.

ARTICLE II - RECOGNITION

2.01 The Company recognizes the Union as the sole and **exclusive** bargaining agent for all cafeteria employees in its Northern **Telecom, Bramalee** location save and except supervisors, persons above the rank of supervisor, office and sales staff, persons regularly employed for not more than **20** hours per week, students employed during the school vacation period.

ARTICLE III - RELATIONSHIP

3.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of these or their representatives or member because of an employee's membership or **non-membership** in the Union or because of his activity or lack of activity in the Union.

3.02 The Union further agrees that there will be no Union Activities at the work location, or on the premises of the Company, except as specifically permitted by this Agreement.

ARTICLE IV - MANAGEMENT FUNCTIONS

4.01 The Union acknowledges that it is exclusively the function of the Company to:

- (a) maintain order, discipline and efficiency.
- (b) hire, retire, discharge, direct, classify, transfer, promote, demote, lay off and suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged or disciplined without just cause may be subject of a grievance and dealt with as hereinafter provided.
- (c) maintain and enforce reasonable rules and regulations to be observed by employees and
- (d) generally manage the industrial enterprise and without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures and equipment to be used, the extension, limitation, curtailment, or cessation of operations, and all other matters concerning the Company's operations not otherwise specifically dealt with in the Agreement.

4.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE V - STRIKES AND LOCKOUTS

5.01 The Union agrees that during the term of this Agreement there will be no strikes, **shut-downs**, stoppages of work, or any acts of any nature which would tend to interfere with production. The Company agrees that there will be no **lock-outs** during the term of this Agreement.

ART VI - REPRESENTATION

6.01 The **Company** acknowledges the right of the Union to appoint or otherwise select one chief steward from amongst employees of the Company who have completed their probationary period, for the purpose of assisting employees in presenting grievances to the Company, in accordance with the provisions of this **Agreement**. ~~It~~ is agreed that locations which employ four (**4**) or more bargaining unit employees will have a steward.

6.02 The Union shall keep the Company notified in writing of the names of the **steward(s)** and the effective date of the appointment,

6.03 The Union acknowledges the Stewards have their regular duties to perform on behalf of the Company and such persons will not leave their regular duties without first obtaining permission of their immediate supervisor (which permission shall not be unreasonably withheld) and when resuming their regular duties will report again to their immediate supervisor. The Union recognizes that the nature of the services rendered by the Company may have some bearing on the granting of permission for the purpose of this section. In accordance with this understanding the Company agrees that there shall be **no** deduction for time spent servicing grievances during an employee's regular working hours.

ARTICLE VII - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

It is understood that any employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint. He shall discuss it with his immediate supervisor within five (**5**) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement it may then be taken up as a grievance within five (5) working days following advice of the immediate supervisors decision in the following manner and sequence:

Step No. 1:

The employee with his Steward or union officer may present his grievance in writing to the District Manager failing settlement the District Manager: shall deliver his decision in writing five (**5**) working days following the presentation of the grievance to him; then within five (**5**) working days after the decision is given:

Step No. 2:

The Steward or **union** officer ~~shall~~ present the grievance in writing to the Vice President or his representative. ~~Failing~~ settlement a meeting will be ~~held~~ within **five** (5) working days between the Vice President or his representatives and the Bargaining Committee.

A Staff Representative of the Union may be present at the request of either the Company or the Union. It is understood that the Vice President or his representatives shall have such counsel and assistance as he may desire at any meeting with the Bargaining Committee. Failing settlement the decision of the Vice President or his representative shall be delivered in writing within five (**5**) working days to the Union.

7.02 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable such grievance may be submitted to arbitration as hereinafter provided. If no written report for arbitration is received within **twenty-five (25)** working days after the decision under Step **2** is given, the grievance shall be deemed to have been settled.

7.03 Where no written answer has been given within the time specified. the grievance may be submitted to the next step of the foregoing procedure, **including** arbitration.

7.04 It is agreed that a grievance arising **directly** between the Company and the Union shall be originated under Step No. **1** and the time limits set out with respect to that Step shall appropriately apply. **It** is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.

7.04 It is agreed that a grievance arising directly between the Company and the Union shall be originated under Step **No. 1** and the time limits set **out** with respect to that Step shall appropriately apply. **It** is understood, however, that the provisions of this Section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed.

7.05 Any extension of the time limits prescribed by this Article must be agreed to in writing by the conferring parties.

ARTICLE VIII - DISCHARGE CASES

8.01 It is recognized that probationary employees may be released for reason less serious than in the case of the discharge of an employee who has completed his probationary period and accordingly the release of a probationary employee will not be subject to the Grievance Procedure. A claim by an employee who has completed his probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step **No. 2** within five (**5**) working days after the discharge is effected. The Company will notify the Union President in writing of the discharge of a regular employee.

Such special grievances may be settled by **the** conferring parties under the Grievance Procedure or by an Arbitration Board by:

fa) Confirming the Company's action in dismissing the employee:

(b) Reinstating the employee with payment to him for such time lost due to the discharge at his regular rate of pay for his normally scheduled work for such period.

(c) By any other arrangement which may be deemed just and equitable.

ARTICLE IX - ARBITRATION

9.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) working days thereafter the other party shall appoint a nominee: provided however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of three (3) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

9.02 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.

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

9.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

9.05 The proceedings on the Arbitration Board will be expedited by the parties hereto, and the decision of the majority will be final and binding upon the parties hereto and the employee or employees concerned.

9.06 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairman of the Arbitration Board.

9.07 The time limits fixed in both the Grievance and Arbitration Procedure may be extended in writing and signed by both parties to this Agreement.

9.08 Either party to this agreement may, in lieu of the foregoing provisions with respect to the appointment of an Arbitration Board, request the appointment of a single Arbitrator, in accordance with Section 15 of the Ontario Labour Relations Act.

ARTICLE X - SENIORITY

10.01 All employees will be considered on probation and will not be subject to the seniority provisions of this Agreement nor shall their names be placed on the Seniority List until after they have completed sixty (60) calendar days employment with the Company within a six (6) month period. Upon completion of such probationary period the employee's name shall be placed on the seniority list. An employee's seniority date shall be established 60 calendar days prior to the date the employee completed the employee's probationary period.

10.02 The Company shall maintain up-to-date seniority list showing the date upon which each employee commenced employment and his classification. Copies of such lists shall be supplied to the Union every three (3) months. Once per year the Company will distribute a form requesting bargaining unit members address and telephone numbers.

10.03 An employee shall lose all seniority and shall be deemed to have quit if he:

- (a) Voluntarily leaves the employ of the Company
- (b) Is discharged and is not reinstated through the Grievance or Arbitration Procedure.
- (c) Is laid off for a period of more than twelve (12) months in the case of an employee with less than three (3) years seniority or twenty-four (24) months in the case of an employee with more than three (3) years seniority.
- (d) ~~Is~~ absent from work without permission for three (3) consecutive working days unless explanation satisfactory to the Company is given by the employee.
- (e) Fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- (f) Fails to return to work within five (5) working days after being recalled from extended layoff by notice sent by registered mail unless an explanation satisfactory to the Company is given by the employee.
- (g) Is absent from work due to illness for twelve (12) months, if their seniority is less than ~~thirty-seven~~ months; is absent from work due to illness for ~~thirty-six~~ (36) months, if their service is ~~thirty-seven~~ (37) months or more.

10.04 In ~~all~~ cases of promotion or otherwise filling a job vacancy (other than to positions outside the scope of the bargaining unit) skill, ability, efficiency, physical fitness (in the case of known previous physical injury a doctor certificate will determine physical fitness) of the employee to perform the work in question, and seniority shall be the governing factors.

10.05 (a) In cases of lay-off and recall from lay-off, seniority shall be the governing factor providing the skill, ability, efficiency, and physical fitness are relatively equal and further provided to remaining employees have the qualifications to perform the work available. It is understood, however, that probationary employees shall be first laid off. It is further understood that the Company shall not be obliged to follow the provisions of this Article when laying off employees for a period of two (2) working days or less. For lay-offs of two (2) days or less the Company will lay-off by seniority within the location provided the employee has the skill, ability, efficiency, and physical fitness to do the work available. For lay-offs of two (2) days or less the employee being laid off will not bump outside their location.

(b) After one (1) year of employment, in cases of lay-off and recall from lay-off, seniority shall be the governing factor.

(c) An employee being laid off will be entitled to bump the employee with the least seniority in his own classification and then the most junior employees in the next lower and subsequent classifications. An employee may choose to take a layoff instead of using the bumping procedure.

10.06 While other employees remain at work, members of the Executive Board made up of the President, Vice-President, Secretary, Treasurer and three (3) members of the Executive Board according to seniority and the Chief Steward, shall for the purpose of representation, be retained at work on some job that is operating, provided they are willing and satisfactorily perform the available work. In each case they shall be paid the rate of the job which they perform.

ARTICLE XI - LEAVE OF ABSENCE

11.01 (a) The Company may, in its discretion, grant leaves of absence without pay and without loss of seniority to an employee for personal reasons. All requests for **such leaves** of absence shall be in writing as far in advance as practicable. The Company agrees to reply to such requests within seven **(7)** calendar days whenever possible.

(b) The company will grant medical leaves of absence, for periods not to exceed twelve **(12)** months if **their** seniority is less than **thirty-seven (37)** months, or for periods not to exceed **thirty-six (36)** months if **their** service is **thirty-seven (37)** months or more. Such periods may be requested for personal or family **health** requirements; family is understood to mean husband, wife, mother, father, or child.

11.01 (c) The company will follow the **Ontarion** Employment Standards and **U.I.C.** legislation concerning Parental Leave.

11.02 (a) In the event of a death in the immediate family of an employee covered by this agreement, the Company agrees to grant time off and to make up the employee's regular pay (exclusive of any premiums) for any absence, up to a period of three **(3)** days to attend a funeral. Immediate family shall mean mother, father, stepfather, spouse, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parents, grandchild, grandparent, spouses, grandparents, aunt, uncle or a dependent who lives in the household provided such dependent is claimed as a dependent for tax purposes as evidence by the employee's **TD 1** form. The Company further agrees, should the death occur during the employee's holiday, the employee will be granted the leave of absence as an extension to his holiday. If the employee does not attend the funeral of any of the above named immediate family members, then he will be granted one day only of paid leave.

(b) In the event of a death in family of an employee covered by this Agreement, the Company agrees to grant time off and to make up the employee's regular pay, (exclusive of any premium) for any absence up to a period of one **(1)** day to attend the funeral for nieces and nephews.

11.03 The Company agrees to grant leave of absence without pay or without loss of seniority for Union business to employees selected by the Union to attend conventions or conferences providing it does not unduly interfere with the efficient operation of the Company. It is understood, however, that the cumulative total leave of absence granted under this section shall not exceed eighty **(80)** working days in a calendar year and then not more than one employee per job site shall be absent at any one time. Requests for such leave of absence will be made as soon as possible and at least two weeks in advance, except in the cases of emergency.

11.04 Additional days of leave of absence may be granted every third year when the **International** Convention is held.

ARTICLE XII - REPORTING FOR WORK

12.01 **The** Company agrees that any employee upon reporting for work at the commencement of his regular shift unless previously notified in advance not to do so, shall be guaranteed four **(4)** hours pay at his basic hourly rate, unless failure to supply work is due to conditions beyond the control of the Company. Any employee so affected shall take such temporary work as is available in order to qualify for such four **(4)** hours pay.

ARTICLE XIII - BONDING

13.01 It is expressly understood that as a condition of employment each employee must be and remain acceptable for bonding purposes.

ARTICLE XIV - SHORTAGES

14.01 Employees who are responsible for the handling of monies shall not be responsible for loss due to theft, burglary, or robbery provided proper security measures have been taken by the employee concerned.

ARTICLE XV - TRANSFERS AND PROMOTIONS

15.01 (a) An employee who received a temporary transfer to another job classification shall receive the rate of the job to which he is transferred or his rate on the previously held job, whichever is the higher, provided that such transfer is for the convenience of the Company and is not in lieu of lay-off. If the employee's rate is less than the top rate at the time of transfer, the corresponding rate shall apply. An emergency transfer will be limited to not more than ten (10) working days, unless the transferred employee wishes to remain at the location to which he or she was transferred.

(b) The permanent transfer of an employee will be dealt with in a fair and impartial manner. The employees so transferred will be told the reasons why at the time of the transfer.

15.02 The appointment or selection of employees for any position not subject to the provisions of this Agreement, is not covered by this Agreement, but if any employee who is or has been on a seniority list is so transferred or appointed and later is transferred back to a position which is governed by this Agreement then he shall be credited with seniority based on his total length of service with the Company from the date on which he was last hired.

15.03 An employee with one year or more of seniority and who is promoted to a supervisory position shall have the right to transfer back to the bargaining unit provided it is within a period of 90 calendar days from the date of his transfer.

ARTICLE XVI - DRIVERS LICENSE

16.01 In the event an employee with seniority loses his driver's license, consideration will be given to allocating him to another job assignment. In the event such a job is not available the Company agrees to take the employee back thirty (30) days after his license has been legally restored. Whenever possible, the employee will be re-employed in the classification to which he was assigned prior to the loss of his license.

ARTICLE XVII - TRAINING

17.01 The Company agrees that training of new employees shall be performed by Supervisors whenever possible.

18.01 The Company agrees to meet with the Grievance Committee at a time mutually convenient to the parties provided there is an agenda submitted to either party **forty-eight** (48) hours in advance covering matters other than grievances.

ARTICLE XIX -JURY DUTY

19.01 Any employee called for jury duty or subpoenaed witness duty shall be reimbursed by the Company for the difference between jury fees or subpoenaed witness fees and the wages the employee **would** otherwise have received at the employees straight time hourly rate had the employee not been called for jury duty or a subpoenaed witness, for the actual time the employee is necessarily required to be absent from work.

ARTICLE XX - REPRIMANDS

20.01 An employee being reprimanded shall be advised that he or she is entitled to proper Union representation if the employee so desires.

20.02 An employee will be given a copy of any notation concerning his reprimand at the time it is placed in his personal record. A copy of such notation will be forwarded to the Secretary of the Union by the employer.

20.03 Notations reporting offenses, exclusive of the violation of the no strike provisions in this Agreement not repeated within a one (terms of contract) year period will be disregarded in the administration of discipline.

20.04 Notations reporting offenses, exclusive of the violation of the no strike provisions in the Agreement not repeated within a two (terms of contract) year period will be disregarded in the administration of discipline.

20.05 Except in cases of theft, drunkenness or disobedience, an employee shall receive three (3) written notices of warning prior to discharge.

- (a) The first shall be a written notice of warning.
- (b) The second notice shall involve disciplinary action for the same offenses.
- (c) The third shall involve disciplinary action for any offenses.
- (d) The fourth offense for any reason will be a notice of discharge.

20.06 Written warnings will be issued within two weeks from the occurrence, or from the time the Company could reasonably have become aware of the occurrence ~~of~~ the incident in question.

20.07 Suspensions will be served commencing the work day following the day the employee is advised of the suspension. The employee will be advised of the suspension on the same basis that a written warning is issued as set out in paragraph **20.06**. Nothing in the clause precludes the Company from issuing a suspension that it does not require the employee to serve.

ARTICLE XXI - UNION SECURITY

21.01 (a) All employees hired or entering the bargaining unit during the term of this Agreement shall be required (as a condition of employment), to sign an application for membership card and an authorization card assigning to the Union an amount equal to first month dues, the regular monthly Union dues, rejoining dues in accordance with the International Constitution (copy of the International Constitution will be supplied to the Company). The same requirements shall apply to present employees for whom no authorization card has been received by the Company and for those transferred in the bargaining unit.

(b) The authorization form is as follows:

Date.....

Effective as of this date, I hereby authorize **Marriott** Corporation of Canada to deduct from wages due me, current **monthly union** dues which are established in accordance with the Constitution of the United Rubber, Cork, Linoleum **and Plastic** Workers of America and first month's **dues** and any unpaid monthly Union dues and to be deducted from my pay each calendar month, the amount of which deduction shall have been notified by the Union, the Company from time to time. Said dues to be remitted by the Company to the Treasurer of Local **994, URCL & PWA**. This assignment and authorization shall be irrevocable for the duration of this Collective Agreement or any renewal thereof, provided that if the termination of the Agreement or any renewal thereof, is followed by the execution of a new Agreement, this assignment and authorization shall be deemed to be automatically renewed for the duration of such new Agreement.

Name.....Telephone.....

Address.....

21.02 The Company agrees to deduct from the second pay due each month to each employee who has signed an authorization card, first month dues, regular monthly dues, rejoining dues, except in the case of newly hired employees whose effective date of entering the bargaining unit for the purpose of dues deductions will be the first day of the month following the month he was hired. The Union agrees to keep the Company harmless against any claims against it by an employee which arise out of deductions under this Article.

21.03 Employees who are members of the Union as of the date of signing of this Agreement, or who subsequently become members shall, as a condition of employment, maintain such membership during the term of this Agreement.

ARTICLE XXII - HOURS OF WORK

22.01 (a) The normal work week shall consist of forty (40) hours per week and the normal work day shall consist of eight (8) hours per day exclusive of lunch period. It is hereby expressly understood that the provisions of this section are intended only to provide a basis of calculating time worked and shall not be, ~~nor construed to be, a guarantee as~~ to the hours of work per day nor as to the days of work per week or ~~working schedules~~.

(b) The Company agrees to submit quarterly a list of new employee names, addresses and classifications covered by this Agreement.

(c) Where overtime work becomes necessary it shall be distributed in an equal and impartial manner among the employees of the unit as follows:

1. Among those employees willing to work overtime.
2. Among all employees in the unit if necessary.

22.02 (a) Authorized work performed in excess of the employee's normal work day or normal work week as defined in Section **22.01** shall be paid at the premium rate of time and one-half the employee's regular straight time rate. It is further understood that the employees shall be paid **at** the rate of time and one-half for all authorized hours worked on Saturdays and regularly scheduled days off. Excepted from the foregoing are seven (7) day operations, Health Care Units, Units serving general **public**. Any **such** employee working on Saturday or Sunday shall be paid a premium of **50** cents per hour worked (commissary workers only **50** cents per hour). In addition to any Shift Premium (Schedule **I**, Shift Premium) to which they may be entitled.

(b) In no cases shall any premium be paid twice for the same hours worked.

22.03 Employees will be entitled to two (2) ten (10) minute rest periods for any shift six and one half (6 1/2) hours in length, at a time determined by the Company and consistent with efficient operations.

22.04 In one person accounts, the operation may shut down for one half hour, provided the client agrees to such an arrangement. Where the Company feels that it is not possible to shut down the operation, then the attendant takes a lunch break during the shift.

If it is not possible for the attendant to take a lunch break, then the Company will continue pay through the lunch period. Nothing in this clause precludes the Company from continuing similar practice in multi-employee accounts.

ARTICLE XXIII - PAY FOR MEETINGS

23.01 The Bargaining Committee shall consist of two (**2**) employees of the Company who have attained at least one (1) year's seniority, as appointed or otherwise selected by the Union. The Company agrees to pay members of the Bargaining Committee for time lost from regular hours at their regular straight time rate for negotiating meetings with the Company, up to the granting of Conciliation services. The Company also agrees to pay for meetings on the same basis as above where called by the Company.

ARTICLE XXIV - JOB VACANCIES

24.01 (a) A vacancy which will be posted, shall be defined as an opening in a job classification which is expected to exceed or does exceed forty-five (**45**) working days.

(b) A notification in a job classification **as** defined above will be sent out to all locations on Friday, **following** the job vacancy. **Written** applications must be received in the Regional Office at **105** East Mall within five (5) working days.

(c) Applications for vacancies may be filed provided the employee has six (**6**) months seniority. The successful applicant may not apply for another vacancy for an additional six (**6**) month period.

(d) The selection of the employee promoted under these provisions, will also be posted under the above procedures, but any subsequent **vacancy(s)** will not be subject to job **postings**.

(f) Nothing in the Article shall be construed as restricting the right of the Company to temporarily assign an employee to a job which qualifies for posting hereunder on a temporary basis until the posting procedure has been compiled with and arrangements have been made to permit the employee selected to **fill** the vacancy to be assigned to the job concerned.

(g) Temporary vacancies such as those caused by employees absent owing to occupational injury or disease, sickness, vacations, leaves of absences, jury duty, Company request transfers and temporary **transfers** shall not be posted.

(h) Nothing in the procedure shall be interpreted to prevent the Company from maintaining efficient operations.

(i) In addition to the foregoing, employees will be given preference for job vacancies prior to the hiring of new employees, whenever possible.

(j) The employee transferred according to job posting and seniority will be allowed reasonable time to qualify as determined by the Company. If the employee who is transferred in accordance with job posting and seniority rights fails to qualify on the new operation, he may return to his previous classification and displace the employee with the least seniority.

ARTICLE XXV - BULLETIN BOARDS

25.01 The Company agrees to permit the Union to post notices of meetings and other Union business on the bulletin boards, provided that all such notices shall first be approved by the Company.

ARTICLE XXVI - SAFETY & HEALTH

26.01 The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment and will continue to provide proper protective devices such as flares for trucks, step stool, and first aid kits to properly protect employees from injury and the Union agrees to cooperate with the employer in the use of these devices in order to minimize accidents.

26.02 Employees may wear black, brown or white flat heeled shoes. **Open-toed** shoes and high heeled shoes are not permitted; however, reasonable requests to wear running shoes will be considered on a case by case basis, with safety as the governing factor. The Company will continue its current practice with respect to those employees who are currently wearing running shoes.

ARTICLE XXVII - PREGNANCY

27.01 The Company **will** follow Ontario Employment Standards **Legislation** regarding Parental Leave.

ARTICLE XXVIII - 1 RATES

28.01 The Company agrees to provide the wages and benefits set out in schedules 1-5 which schedules are appended to and form part of this Agreement.

ARTICLE XXIX - HOLIDAYS

29.01 The Company agrees to provide during the term of this Agreement Holiday entitlement set out in Schedule II, attached hereto.

ARTICLE XXX - HEALTH AND WELFARE

30.01 The Company agrees to provide during the term of this Agreement Health and Welfare benefits set out in schedule III attached hereto.

ARTICLE XXXI - PENSION

31.01 All regular full-time employees of the **Marriott** Corporation of Canada employed at the **Bramalea** location, with two (2) or more years of service on or after April 6, 1993, become eligible for the proposed pension program on the first of the month coincident with or immediately following the completion of two (2) years of service.

31.02 Employees will not be required to contribute to the proposed pension program.

31.03 The Company will contribute an amount equal to four (4) percent of the employee's monthly salary to a Group R.R.S.P., and will further pay the full cost of the plan administration.

31.04 The **Marriott** Group R.R.S.P. is 100% vested on the first day a deposit is made. The plan allows total control of the investment by the employee.

31.05 Each eligible employee will be provided with a description of the pension Program.

31.06 The pension program will be in compliance with all applicable Federal and Provincial legislation.

ARTICLE XXXII - VACATIONS

32.01 The Company agrees to provide during the term of this Agreement Vacation entitlement as set out in Schedule V, attached hereto.

ARTICLE XXXIII - TERMINATIONS

33.01 This Collective Labour Agreement shall remain in force from the sixth (6th) day of April, 1993 to the fifth (5th) day of April, 1995, and thereafter from year to year unless either party gives to the other party notice in writing of cancellation or of proposals for revision.

33.02 If either party gives to the other a notice of proposals for revision in accordance with the provisions of Section 33.01, the parties shall meet to consider the proposed revisions within fifteen (15) days of the date of delivery of such notice. If no agreement on the proposed revisions is reached by midnight, April 5th, 1995, or by midnight of any other subsequent anniversary date, as the case may be and neither of the parties gave notice to the other to terminate, this Collective Agreement shall be continued in operation for a period until a new Collective Agreement is reached or until the expiration of the time period contemplated in the Ontario Labour Relations Act, or until one of the parties has notified the other of termination, whichever is the sooner.

TO: Local 994 United Rubber, Cork, Linoleum and Plastic Workers of America AFL:CIO:CLC

Re:Collection Agreement dated September 1, 1993

- 1.** Where the masculine pronoun is used in the Agreement, it shall refer to both genders unless the contents of the clause requires otherwise.
- 2.** It is not the intention of the Company to use supervisors if Union employees are available for any work normally performed by members of the bargaining unit. The Company undertakes to assure that a **supervisor** will not replace a Union employee on any regular basis.
- 3.** The Company will not replace any member of the bargaining unit with one or more part-time employees. However, if it is necessary to reduce the hours of a full time position to twenty hours or less, then the employees who had filled that position will have the option of displacing any probationary employee who works more than twenty hours per week.
- 4.** The Company agrees that all employees shall receive meal allowance of up to **fifty-five (55)** cents retail value per day. The Company **will** continue its current practice with respect to the provisions of **meals**.
- 5.** The Company agrees to provide two uniforms per year to the Cashiers and Hostesses and the Cafeteria General Help. All uniforms will remain the property of the Company. The Company further agrees that it will endeavor to supply one **(1)** uniform in April or May and one **(1)** uniform in October or November. Except in the case of new account or new employee, two **(2)** uniforms will be supplied. Cafeteria General Help will receive three **(3)** aprons per year.
- 6.** The Union and Company agreed that in the event of the need to replace a union employee because of dismissal, transfer resignation, retirement or death, that such replacement would be a member of the bargaining unit.

SCHEDULE I

WAGES PER HOUR

CAFETERIA DEPARTMENT

<u>CLASSIFICATION</u>	<u>START</u>	<u>3 MONTHS</u>	<u>6 MONTHS</u>
COOK OCTOBER 6, 1992	\$10.11	\$10.76	\$10.94
GRILL PERSON OCTOBER 6, 1992	\$8.61	\$9.36	\$9.54
PORTER OCTOBER 6, 1992	\$8.38	\$9.14	\$9.32
CASHIER-HOSTESS OCTOBER 6, 1992	\$8.38	\$9.14	\$9.32
GENERAL HELP OCTOBER 6, 1992	\$8.38	\$9.14	\$9.32

*** AN EMPLOYEE PERFORMING THE FUNCTION OF A GRILL-PERSON FOR HALF OR MORE OF THEIR REGULAR SHIFT HOURS WILL BE PAID FOR THOSE HOURS SPECIFICALLY WORKED AS A GRILL-PERSON

*** Effective April 6, 1994 -

Lump Sum Payment for employees working 30 hrs. per week or more - \$150.

Lump Sum Payment for employees working less than 30 hrs. per week - \$75.

Group Leader

15 cents per hour

An additional 15 cents per hour

Shifts & Shift Premium

Shifts may be scheduled in the operations of the Company.

Where the majority of hours in an employee's shift fall between 3:00pm and 10:59pm, employees will receive \$.40 per hour for all hours worked on that shift. Such shift premium shall not be paid for any hour in which an employee receives an overtime premium, and such shift premium shall not form part of the employee's basic rate.

Where the majority of hours in an employee's shift fall between 11:00pm and 6:59am, employees will receive \$.50 per hour for all hours worked on that shift. Such shift premium shall not be paid for any hour in which an employee receives an overtime premium, and such shift premium shall not form part of the employee's basic rate.

Call in Pay

An employee who has left the Company premises and who is called in to work outside of his regular scheduled hours shall be paid at the rate of time and one-half his regular rate for all work performed, with a minimum of four (4) hours pay at his regular straight time hourly rate.

Cost of living allowance

COLA is frozen

SCHEDULE II

1. Employees who have completed their probationary period shall receive the following holidays with **pay**:

New Year's Day	Labour Day
Victoria Holiday	Christmas Day
Civic Holiday	1/2 day before Christmas
Thanksgiving Day	Boxing Day
Good Friday	Dominion Day

The day before New Year's Day or the day after New Year' Day at the Company's option and one additional day at the Company's option. One additional holiday (floater) to be taken at a time **mutually** agreed upon.

2. Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

3. In order to qualify for holiday pay, the employee must work the full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned except in cases of excused lateness or absence satisfactory to the Company.

4. An employee required to work on a holiday shall be paid at the rate of double his regular straight time hourly rate for all authorized hours worked, in additions to any holiday pay to which he may be entitled.

5. If during the term of this agreement the Federal Government by legislation declares Heritage Day as a recognized statutory holiday shall be included in the collective agreement.

SCHEDULE III

HEALTH AND WELFARE

1. The Company agrees, during the term of this Agreement, to contribute 100% of the premium towards present coverage under the Ontario Hospital Insurance Plan (OHIP) for eligible employees who have completed their probationary period while such employees remain the active employ of the Company, subject to the understanding that an employee will be required to pay the cost of any dependent coverage for spouse and children unless he is able to demonstrate to the Company that he is solely responsible for their support.

2. The Company agrees, during the term of this Agreement to contribute 100% of the premium toward the following, scheduled, Group Life, Weekly Indemnity and Major Medical Program presently with the London Life Insurance Company for eligible employees who have completed their probationary period, while such employees remain in the active employ of the Company, subject to the understanding that an employee will be required to pay the cost of any dependent coverage for spouse and children under the Major Medical Program unless he is able to demonstrate to the Company that he is solely responsible for their support.

SCHEDULE OF AMOUNTS

<u>CLASSIFICATION</u>	<u>LIFE</u>	<u>NCE</u>	<u>AD & D</u>
All employees Effective November 1, 1993	\$ 22,000		\$22,000

WEEKLY INDEMNITY - ALL EMPLOYEES

- a) starts with 1st day for accidents and hospitalized illnesses
- b) starts with 4th day for sickness
- c) payable up to 46 weeks maximum
- d) payable at the rate of 75% of the employee's regular earnings to the U.I.C. maximum.

If an error occurs due to the Company in the handling of the weekly indemnity claim by an employee, the Union Steward and the Company's Benefit Manager will meet to contact the insurance carrier to advise them to handle the problem as a priority.

MAJOR MEDICAL BENEFITS

Maximum benefit - \$10,000

Deductibles:

Individual - \$10.00
Family - \$20.00

Eve Glasses

Effective April 6, 1987, the Company will pay 100% of the premium for a prescription eye glasses plan which will provide coverage at \$60.00 every 24 months.

Notation: Contact lens included in prescription plan.

Dental Plan

It is agreed to provide Green Shield Plan **#12** or its equivalent effective January **1st, 1980**. Union employees will be eligible for enrollment after one **(1)** year of service. The **1986** Ontario Dental Association Schedule will be increased to reflect the **O.D.A.** Schedule for the contract years **1988, 1989** and **1990**.

3. If an employee's earnings class changes, the amount of his insurance will change accordingly. However, changes will only be made each April and October effective with the start of the pay period following **or** coinciding with the signing of the contract, if the employee is then at work. If the employee is not at work at that time, changes will be made on the date he returns to work.

4. The Weekly Income and **Major** Medical Expense benefits are for all accidents that happen away from work and for **all** sicknesses except those covered **by** Worker's Compensation.

SCHEDULE V

VACATION WITH PAY

All employees on the active payroll of the Company as of shall receive vacations with pay on the following basis:

1. Employees who have completed less than one (1) year's continuous service with the Company as of May 31, shall receive a vacation of one week and shall receive 4% of their earnings for the year ending May 31st.
2. Employees who have completed one (1) year's continuous service with the Company as of May 31st, shall receive two (2) weeks vacation with pay equivalent to 4% of their earnings for the year ending May 31st.
3. Employees who have completed five (5) year's continuous service with the Company as of May 31st, shall receive three (3) weeks vacation with pay equivalent to 6% of their earnings for the year ending May 31st.
4. Employees who have completed ten (10) years continuous service with the Company as of May 31st, shall receive four (4) weeks vacation with pay equivalent to 8% of their earning for the year ending May 31st.
5. Employees who have completed eighteen (18) years of continuous service with the Company as of May 31st, shall receive five (5) weeks vacation with pay equivalent to 10% of their earnings for the year ending May 31st.
6. Employees who have completed twenty-eight (28) years of continuous service with the Company as of May 31st, shall receive six (6) weeks vacation with pay equivalent to 12% of their earnings for the year ending May 31st.

Employees who are entitled to more than two (2) weeks vacation with pay will be required to take their additional vacation at a time mutually convenient to the Company and the employee by seniority.

Employees who are entitled to more than three (3) weeks vacation with pay will be required to take their additional vacation at a time mutually convenient to the Company and the employee by seniority.

Dated at Toronto, Ontario this 1st day of September, 1993

MARRIOTT CORPORATION OF CANADA.

David Bradford

UNITED RUBBER, CORK, LINOLEUM AND
PLASTIC WORKERS OF AMERICA, LOCAL 994

Colleen Drake
Florence Busch
Sylvia Barron
(Union Int. Rep.)