

Collective Agreement

BETWEEN

SOURCE	Co		
D.T.	96	03	01
DATE	99	02	28
NO. OF EMPLOYEES	250		
TOTAL EMPLOYEES	4887601		



METROPOLITAN HOTELS

And



The Hotel Employees Restaurant
Employees, Union Local 75
of the Hotel Employees'
Restaurant Employees
International Union

1996 - 1999

10887601

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GENERAL INFORMATION

Union Headquarters... 416-467-0140

This is your Union. Please feel free to drop by Local 75's headquarters which is located at 250 Ferrand Drive, Suite 604, Don Mills, Ontario.

The Hotel Employees Restaurant Employees Union, Local 75 has been serving our members and meeting their needs.

Besides negotiating and administering your contracts, Local 75 also provides the following services to our members:

HEALTH AND WELFARE

With today's high cost of health care, it's important for you to know our Union provides excellent medical, dental, drug and death benefit plans covering you and your dependents.

NEW MEMBERS

Learn how your Union works... and about all the potential benefits we have for you.

CONTRACT INTERPRETATION

Whenever you have a question about your work, our Union is organized so one of your fellow workers — the shop steward — can quickly help you. Most shop stewards are thoroughly familiar with our contract.

If you still need help, please feel free to contact your Local 75 Union Representative at your Union headquarters.

UNION DUES

Union dues are set by membership and are currently submitted by the Employer to Local 75 once per month.

WITHDRAWAL AND TRAVEL CARDS

If you are promoted out of the bargaining unit, leave the industry, retire, or move to another location which falls under the jurisdiction of another hotel workers' local, you should contact the Local 75 dues office to secure an honourable withdrawal and Traveling Card. These cards are only issued to members current in Union dues.

A withdrawal card will enable you to re-enter the Hotel Employees Restaurant Employees Union without paying another initiation fee if you have left the industry for any length of time.

Article 1 — Purpose

- 1.01 The general purpose of the Agreement is to establish mutually satisfactory relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 It is recognized and agreed that commitment and responsibility to providing excellence in service to Hotel guests is critical to the operation of the Hotel.

Article 2 — Scope

- 2.01 The Agreement shall apply to all full-time regular employees of the Employer whose classification or groupings are listed in the schedule¹ attached hereto.
- 2.02 All employees who regularly work 24 (twenty-four) hours or more in any one week will be classified as full-time regular employees of the Employer.
- 2.03 “Part-time Employee” means an employee employed in the bargaining unit who regularly works less than 24 (twenty-four) hours per week.
- 2.04 Articles 24.01, 24.02 and Articles 28, 29, 31, 32, 33, and 34 shall not apply to part-time employee classifications except where specified in such schedules. The Employer shall insure that any new hires within the referenced existing scope of the General Agreement resulting from the creation of new work areas shall become Union members and shall enjoy the appropriate rates of pay and benefits for the classifications concerned.
- 2.05 The Union and Company agree that employees who are not covered under the scope, will not be normally scheduled to work and perform duties under any of the classifications unless in an emergency.
- 2.06 In the event the Employer introduces a new classification, the Employer shall set a rate of pay for the new classification and notify the Union at least ten (10) days before the commencement of the classification. The Union may, within seven (7) days of being notified, request a meeting with the Employer to discuss the rate.

Article 3 — Recognition

- 3.01 The Employer acknowledges that the Employees in the unit described above have selected the Union as their sole and exclusive bargaining agent, and recognizes the Union as such for all employees in the said unit.

Article 4 — Relationship

- 4.01 The Company and Union cannot and will not condone personal harassment or discrimination, that is based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, or for any other grounds declared unlawful by Ontario Human Rights legislation. To the extent that any of the above terms are defined by Ontario Human Rights legislation, those definitions will apply in the article.
- 4.02 The Union undertakes that no Union activity shall be carried on in the premises except as otherwise provided herein with respect to visits by Union officials.
- 4.03 Properly authorized representatives of the Union shall be permitted to enter the premises at all reasonable times for the purpose of interviewing employees and investigating working conditions that may affect the members. Notice upon entering shall be given to a representative of Management. It is understood that such representatives will in no way interfere with the duties of an employee or unreasonably disturb them in the performance of their duties, bearing in mind that Union Representatives have regular duties to perform on behalf of all parties to the Collective Agreement.

- 4.04 Subject to availability, the Company will provide the Union with a room, free of charge, to speak with new employees at Union orientation meetings. The Union will hold such orientation meetings on their own time. The Company will introduce new employees to their Union Steward and Health and Safety Representative, so as to provide the new employee with a copy of the collective agreement, within a reasonable period of time. The Union agrees that this is an introduction only.

Article 5 — Union Security

- 5.01 The parties hereto agree to compulsory check off for all employees who come within the scope to which this agreement applies. All deductions shall be collected from each employee's pay period.
- 5.02 The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an employee, on following pay period. Such authorization to be completed and signed by the Employee on commencement of employment. All employees coming into the bargaining unit shall complete and sign the union Application card. The cards will be supplied to the Employer by the Union, 1st and 2nd copies to be forwarded to the Union office on commencement of employment, 3rd copy forwarded on termination of employment with reason for termination.

Article 6 — Union Office

- 6.01 All sums deducted, together with the record of those from whom deductions have been made and the amount shall be forwarded to the Treasurer of the Local Union along with the Employee's social insurance number not later than the 15th day of the month following the deductions. All new employees in positions under the scope of the Union shall, as a condition of employment, become and remain members of the Union. The Union agrees to accept into membership all such new employees.
- 6.02 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 Employer upon receipt of an official notice in writing from the Union to the Employer.
- 6.03 The Employer and Union agree that no officers of the Employer 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 by the Employer and the Union that this paragraph also covers working conditions, so long as it does not prevent the Employer from maintaining an adequate and qualified work force, or infringe on the Management's Rights clause spelled out in this Agreement.
- 6.04 It is understood that the amount of dues is determined by the Local Union, or by Union International Convention and can be changed by the Local Union or by Union International Convention at any time to comply with such Local or Convention decision regarding same, and this authorized check-off will hold harmless both the Employer and the Local Union if so directed.
- 6.05 This provision will be applied subject to 90 (ninety) days notice in writing, from the Union to the Hotel.

- 6.06 The Employer will administer its employee rating plan to promote the development of employees, and not in any way as a means to undermine the collective bargaining position of the Union.
- 6.07 The Union shall notify in writing, with a copy to the Employer of any individual who has been suspended, expelled, or declared to be not in good standing. The Employer will discharge said employee automatically seven (7) days after receipt of the Union notice, unless:
- a) The Employee's status becomes acceptable to the Union during this period; or
 - b) The Employee makes claim in writing to the Employer that the Union's action is unjust and that he requests the matter be taken up through the grievance procedure of this agreement.
- 6.08 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 Employer to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the scales; such wages shall be considered premium rates for special skill or ability; such special rates shall not become the basis for a general increase in the classifications concerned.

Article 7 — Union Authorization

- 7.01 The Union will supply the Employer with a letter from their Treasurer advising them of the amounts to be deducted for the initiation fee and Union dues.
- 7.02 The Union agrees to defend and hold the Employer completely harmless against all claims and demands, should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making the aforementioned deduction for Union dues.

Article 8 — Reservation of Management Rights

- 8.01 The Union acknowledges the exclusive function of the Employer generally to manage the enterprise in which it is engaged and particularly to:
- a) maintain order, discipline and efficiency;
 - b) hire, transfer, promote, demote and, with just cause, to suspend, discipline or discharge employees and to increase and decrease the working force in a manner consistent with the terms of this Agreement;
 - c) the right to determine the direction of the working force, the schedules of work, methods, in order to perform any service that may be necessary to manage the enterprise and its business;
 - d) it is agreed that the Employer may, at its discretion, issue and enforce from time to time, reasonable rules and regulations in order to assure the successful operation of its business. Breaches of such rules by an employee may be cause for disciplinary action;
 - e) limit, suspend or cease operations, contract out, contract in and/or lease in and/or lease out work and/or operations, in accordance with Article 22 or make necessary arrangements due to a change in the Employer's policies.

Article 9 — No Strikes or Lock-Outs

- 9.01 The Employer agrees that during the life of this Agreement it will not cause

or direct any lock-outs of its employees. and the Union agrees that during the life of the Agreement there will be no strikes or other collective action of the employees covered by this Agreement, which will stop or interfere with production or services.

- 9.02 The words “strike” and “lock-out” in this agreement shall mean “strike” and “lock-out” as defined in the Ontario Labour Relations Act.
- 9.03 If an illegal strike occurs the Union will instruct its members to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner.
- 9.04 The Employer, whenever possible, will provide safe working conditions in the event of any dispute that may arise between any other Employer during the life of the Agreement. provided however, that subject to the above, employees work each and every scheduled workday occurring during this Agreement regardless of any labour strife or problems confronting the Employer or any other employers.

Article 10 — Negotiating Committees

- 10.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee and full-time Union Representative of the Local Union, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement, and the said Committee will co-operate with the Employer in the administration of the Agreement.
- 10.02 Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Management Committees.
- 10.03 It is clearly understood that the Negotiating Conunittee is a separate entity, and will deal with such matters as are properly the subject of negotiations including proposals for the renewal or modifications of the Agreement at the proper time as provided for herein. In accordance with this understanding the Employer will compensate such employees for time spent in negotiating with the Employer, at their regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours.

Article 11 — Shop Stewards

- 11.01 The Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards, one of which would be the chief shop steward for the Hotel, to assist employees in presenting their grievances to the representatives of the Employer. The number of such stewards and the Department(s) within which each one is to function is determined by the schedule attached hereto:

Housekeeping
Laundry
Bell Desk/Communications
Maintenance
Kitchen and Stewards
Hemispheres Restaurant and Bistro/Room Service
Alibi Bar and Grill
Banquets
Lai Wah Heen

- 11.02 The Union will inform the Employer in writing of the identity of the stewards and the Employer shall not be obligated to recognize such personnel until it has been so informed.
- 11.03 The Union acknowledges that stewards, members of committee and Union officers have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without obtaining permission of their Department Head, and will give any reasonable explanation which may be requested with respect to their absence. In the event that the Department Head is absent he/she will appoint an alternative person to act on their behalf.
- 11.04 Where a shop steward, Union Committee or Union Official employed by the Employer is temporarily absent with permission, as aforesaid, he shall receive his regular straight time rate of pay during such period of absence, provided that the Employer shall not be obliged to make any payment for time spent by a steward, committee member or Union official outside his regular working hours.
- 11.05 Union Stewards appointed in accordance with the provisions of the Collective Agreement and having at least one year seniority shall not be sent home or laid off because of lack of work so long as they are capable and have the skill and ability to perform any work available in their respective departments.

Article 12 — Qualifications of Stewards

- 12.01 It is mutually agreed that employees shall not be eligible to serve as stewards or members of the Union Committee established under this Agreement until after they have successfully completed a probationary period, and have been placed on the seniority list.
- 12.02 It is understood that stewards and other Union officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, or with other Union business, and that in accordance with this understanding the Employer will compensate such employees for time spent in negotiating with the Employer, in handling grievances of employees, and attending meetings of the Grievance Committee as well as educational seminars, at their regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours. Payment of Educational Seminars will not exceed three (3) hours per month (non-cumulative). Notwithstanding the above, the Union will be required to notify the Employer two (2) weeks in advance and that it will not prevent the Employer from maintaining an adequate and qualified work force.

Article 13 — Discipline and Discussion

- 13.01 Discipline notices issued to the Employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Employer is aware of the event leading to his actions and has a reasonable period of time to investigate the matter. A copy shall be signed by a Management Representative and the Employee will be required to sign such notices as acknowledgment of receipt of same. The signing of this notice is not an admission of guilt.
- 13.02 If an employee has any complaint or question which he/she wishes to dis-

cuss with the Employer, he/she shall take the matter up with his/her Department Head and he/she shall be accompanied by his/her Department Steward if he/she requests such assistance.

- 13.03 Company will remove from an employee's file and will not rely on a specific disciplinary warning where that employee has had no further disciplinary warnings of a similar nature within the twelve (12) calendar months immediately following the specific disciplinary warning in question. With respect to suspensions, the Company will remove from an employee's file and will not rely on a specific suspension where that employee has had no further suspensions of a similar nature within the twenty four (24) calendar months immediately following the specific suspension in question. Nothing in this Agreement prohibits the Company from keeping old warning or suspension records for historical record purposes.

Article 14 — Grievance Procedure

- 14.01 It is a mutual desire of the parties hereto that complaints of employees shall be adjusted within seven (7) days of incident and it is generally understood that an employee has no grievance until he/she has first given his Department Head an opportunity of adjusting his/her complaint.
- 14.02 If such complaint or question is not settled to the satisfaction of the Employee concerned within three (3) days or within any longer period which may be mutually agreed at the time, then the following steps of the Grievance Procedure may be invoked in order.
- 14.03 **Step Number 1**
The Department steward shall state the grievance of the Employee, or Employees in writing, and shall deliver a copy to the immediate Department Head of the employee concerned. After such discussion as is necessary, the Department Head shall state his/her decision or his/her refusal to make a decision in writing with appropriate reasons, and deliver a copy to the department steward within two (2) days, or a time mutually agreed upon.
- 14.04 **Step Number 2**
- a) The department steward shall then take up the grievance at a meeting with the Chief Steward, and those Representatives, after appropriate discussion, will take up the matter at a meeting between the Union Representatives and the Personnel Manager or his/her designee.
 - b) If the grievance is not settled within two (2) days, or within any longer period which may be mutually agreed upon at the time. after the Union Representatives have met with the Personnel Manager, then Step Number 3 of the grievance procedure shall be taken.
- 14.05 **Step Number 3**
- a) A meeting shall take place between the Union representatives who have been involved in the prior steps and the General Manager or his delegate who has not previously been involved in the case. At this meeting, the business representative will be present along with any management people who have been involved to give evidence as to the circumstances of the grievance. If the grievance is not then settled to the satisfaction of both parties within a period of two (2) days, or within any longer period as may be mutually arranged at the time, at the request of either party to this agreement, the grievance may be referred to arbitration.

- b) If arbitration is to be invoked, the request for arbitration must be made in writing within fourteen (14) days after the grievance has been dealt with in Step Number 3.

Article 15 — Union Policy Grievance

- 15.01 If an employee or group of employees has a complaint or grievance, but fail to take up the complaint or grievance or exercise the General Grievance Procedure, the Employer acknowledges the Union's right to make representation on their behalf, within a thirty (30) day period of such incident.
- 15.02 If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of any employee.

Article 16 — Management Grievances

- 16.01 It is understood that Management may bring forward at any meeting held with the Union Representative any complaint with respect to the conduct of the Union, its officers, representatives, or stewards, and that if such complaint by Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of any employee.
- 16.02 It is agreed between the parties that it will not be necessary to hold regular scheduled meetings, provided that the parties may mutually agree to hold a special meeting at any time.

Article 17 — Discharge Cases

- 17.01 The Union acknowledges that probationary employees may be dismissed for reasons less serious than would justify the dismissal of an employee on the seniority list, including performance deemed inadequate by management or inability to get along with fellow employees or supervisors, and will not question the dismissal of any employee within fifty (50) working days worked from the date on which the first commenced to work for the employer. The Company shall not discipline or discharge probationary employees for reasons that violate the Ontario Human Rights Code. If the Union concludes that the Company has engaged in such conduct with respect to a probationary employee, it may file a grievance on her/his behalf and pursue it through the grievance and arbitration provisions of the Agreement.
- 17.02 A claim by an employee who successfully completed a probationary period that he/she has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the General Manager of the Hotel within five (5) working days after the Employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step Number 3 will be omitted in such cases.
- 17.03 Such special grievances may be settled by confirming the Management's action in dismissing the permanent employee, or by reinstating the Employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

- 17.04 When an employee has been dismissed, or if dismissal and resignation have been discussed, the employer will inform the employee of his/her right to interview a shop steward for a reasonable period of time before leaving premises.
- 17.05 No employee shall be disciplined or discharged on his/her day off.

Article 18 — Arbitration of Grievances

- 18.01 When either party requests that a grievance be submitted to arbitration they shall make such request in writing addressed to the other party in this Agreement and, at the same time nominate an arbitrator. Within (5) five days thereafter the other party shall nominate an arbitrator. The two arbitrators so nominated shall meet immediately and, if within two (2) working days they fail to settle the grievance, they shall attempt to select by agreement a Chairman of an Arbitration Board. If they are unable to agree upon such Chairman within a further period of twenty-four (24) hours, they may then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial Chairman, within a thirty (30) day period.
- 18.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 18.03 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board, if any.
- 18.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 18.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 18.06 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such board will be final and binding upon the parties hereto. If a majority decision is not possible, then within a ten (10) day period the decision in writing of the Chairman shall be final and binding upon the parties hereto.
- 18.07 At any stage of the Grievance Procedure including Arbitration, the conferring parties may have the assistance of the Employee or Employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to fully investigate all the circumstances.
- 18.08 The time limits as described in Article 14,15,16,17 and 18 are understood to be week days only. Saturday, Sunday and Statutory holidays are not included in the calculation of the time limits.

Article 19 — Bulletin Boards

- 19.01 The Employer will maintain the Union bulletin boards in their current locations, 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 Personnel Manager for his/her approval before being posted.

19.02 It is recognized by the parties that from time to time the Union may have notices which they may wish to address to one specific department of the Hotel, should a bulletin board be available in said department and the notices are in the form of information only. Under these circumstances then the Union will present to the Personnel Manager said notices, his/her approval and the Personnel Manager will post the notice. Removal date of said notices to be agreed upon at the time of approval by the Personnel Manager.

Article 20 — Municipal, Provincial or Federal Law

20.01 It is understood that any changes in municipal, provincial or federal law which may void any individual portions of this Agreement will be complied with, yet will not be construed to void the remainder of this Agreement.

Article 21 — Seniority

21.01 An employee will be considered on probation and will not be placed on a seniority list until after he/she has completed a total of fifty (50) working days worked.

21.02 Seniority lists based upon the date on which employees commenced to work in the Hotel shall be established for each department and food and beverage outlet and will be supplied to the Union.

21.03 An employee shall lose all seniority and her/his employment shall be deemed to have been terminated if he/she:

- a) voluntarily leaves the employ of the Company;
- b) is discharged and is not reinstated through the grievance and/or arbitration provisions of the Agreement;
- c) is laid off for a period of 26 weeks or more, after which they may be struck from, or be retained on, the employer's seniority list with the consent of the parties to this agreement which shall not be unreasonably withheld;
- d) fails to return to work upon termination of an authorized leave of absence, unless prior arrangements acceptable to the Company have been made for an extension thereof, or utilizes a leave of absence for a purpose other than that for which the leave of absence has been granted, provided that such proof can be produced by the Company;
- e) fails to return to work, within five (5) calendar days after recalled from layoff by notice sent by registered mail, or fails to advise of her/his intention to return within five (5) calendar days following such notice, or give a legitimate reason for being unable to do so. Such notices are sufficient if sent to the last address of the employee made known to the Human Resources Department in writing;
- f) is absent without notifying the Company for three (3) consecutive working days unless the employee is subsequently able to provide a satisfactory explanation;

21.04 When an employee is transferred to another department or food and beverage outlet in the Bargaining unit, he or she shall retain house seniority,

however, unless the transfer is of a temporary nature for the probationary period, or less, he or she must start accumulating seniority in that new department or food and beverage outlet. When the transfers are for less than the probationary period and the employee is returned to the original department or food and beverage outlet within that period of time, the seniority for that employee will continue to accumulate in the original department or food and beverage outlet during the Employee's absence.

- 21.05 Temporary Transfers: In the event an employee is assigned to a job other than that to which he/she is permanently assigned for a minimum of one hour or more, he/she shall receive his/her own rate or the rate of the job to which he/she is assigned, whichever is the higher, for all hours worked in the assigned position.
- 21.06 An employee cannot be transferred or assigned to a job outside his/her department or food and beverage outlet unless by mutual agreement. Such agreement shall be in writing between the Employee and the Supervisor.
- The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires etc., a breakdown beyond the control of management.
- 21.07 Department Seniority will be the governing factor (see Article 21.02) in cases of promotions, demotions or upgrading of employees where all other factors including skill, ability and efficiency are equal.
- 21.08 Seniority: House seniority applies to benefits. Departmental seniority applies to entitlements such as who gets choice of available days off, vacation, shift preference and all available hours of work. Job seniority by classification applies to lay-offs.
- 21.09 Where it is necessary to reduce the work force in a department or food and beverage outlet, job classification seniority will be the guiding factor.
- 21.10 When recalling employees to work after a lay-off, they shall be recalled in inverse order to that in which they are laid off.
- 21.11 In the case of a lay-off in any one department or food and beverage outlet, for a period that exceeds two normal work weeks, the Employee with the most seniority will have the right to bump the Employee with the lesser seniority in an equal or lower classification, providing they are willing to do the job, and they have the skill, ability and efficiency to do the job of that employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply.
- 21.12 It is agreed that no-fault position will exist if the term of the lay-off, and its subsequent effects as described in the above paragraphs should vary due to the peculiarities of the Hotel industry. Should this provision be applied it is understood that each department or each food and beverage outlet will stand on its own as a department.
- 21.13 Part-time employees have seniority only within the part-time classification. Part-time employees are subordinate to full-time employees.
- 21.14 It is recognized that Shop Stewards in a department or food and beverage outlet represent classifications in that department or food and beverage outlet under the Union scope of the Collective Agreement and the parties agree where Shop Stewards are appointed in accordance with the provisions of the Collective Agreement and having at least one year's seniority

shall not be sent home or laid off because of lack of work except where all Employees in their department or food and beverage outlet have been laid off. In the event this provision is applied it is understood the Employer will have the right to lay off the remaining employees in accordance with their seniority in that department or food and beverage outlet. It is further agreed that at no time will Union Steward seniority supersede that of their immediate supervisor.

- 21.15 It shall be the duty of the Employee or laid-off person to notify the Employer's personnel office promptly, in writing, of any change in his/her address or telephone number; if an employee or laid-off person shall fail to do this, the Employer shall not be responsible for the failure of the notice to reach him/her and any notice which appears on the Employee's personnel records shall be conclusively deemed to have been received by the Employee or laid-off person on the third day after it was sent.
- 21.16 Should the Hotel permanently close a department or food and beverage outlet, and such closure does not result from the application by the Employer of A. 22, then subject to A. 21.17, the Employer will:
- a) provide the Union and affected Employees with 60 calendar days' notice of such permanent closure, or the notice of termination required by the *Employment Standards Act*, whichever is greater; and
 - b) undertake to place the affected employee into another department or food and beverage outlet, if a position is available and the employee has the skill and ability to do the work involved. Where skill and ability are equal, then seniority will be the governing factor and the employee shall retain their house seniority, while being required to accumulate their departmental seniority in their new occupation.

Should no suitable position be available, then the affected employee shall have the following options:

- i) The employee may elect to stay on the seniority list for a period of 26 weeks and be subject to recall for suitable employment as noted above; or,
- ii) The affected employee may elect to accept severance pay in accordance with the *Employment Standards Act* for the province of Ontario and be removed from the seniority list.
- iii) The affected employee may displace a more junior employee in an equal or lower classification in another department or food and beverage outlet, so long as the affected employee's skill and ability is, in the sole discretion of management, equal to the junior employee being displaced. The displaced junior employee will then be laid off, unless:
 - s/he has greater seniority than other employees in her department; and
 - s/he the skill and ability to do their work.

In that case, the junior employee may displace a less senior employee in her department.

Either of the above three (3) options must be elected by the employee within a seven (7) day period from the closure date in writing or by application to the Personnel Office.

Failure on the part of the employee to elect either (i), (ii) or (iii) it will be assumed by the parties to this agreement the employer has the right to apply paragraph (ii) and there will be no recourse from this selection.

21.17 Despite A. 21.16, the Company may close a department or food and beverage outlet, or any part thereof, for up to 4 calendar months, if management, in its sole discretion, concludes that such action is necessary because of business conditions. In such a case, A. 21.16 will not apply; instead, affected employees will receive:

- i) four weeks' advance notice;
- ii) four weeks' pay in lieu of notice at the employee's regular straight time wage rate; or
- iii) any combination of the two;

in sole discretion of management, it being understood that if the *Employment Standards Act* requires a greater entitlement than the above, that entitlement will apply in place thereof.

b) The Company may re-open such department or food and beverage outlet, or any part thereof, during said 4 calendar month period, where management, in its sole discretion, concludes that business conditions justify same. In such a case, the Company will apply the recall provisions of this Agreement. However, the Union agrees that management has the right to temporarily make use of other bargaining unit employees first, then management staff and non union staff pending recall of the affected employees, to ensure that service to the guests is maximized.

Article 22 — Subcontracting

22.01 Notwithstanding the Terms and conditions in the Management Rights Clause, to further clarify the intent of the parties to this Agreement, should management exercise its prerogative of contracting out, contracting in and/or leasing in and/or leasing out work and/or operations, management will otherwise assign or offer alternative employment to the displaced person(s), providing such person(s) is (are) willing to accept a position and working conditions that are available and management is not restricted in maintaining a full qualified work force as a result. The Union agrees that this provision does not require the Employer to assign or offer alternative employment to displaced person(s) where no such employment, in the sole judgment of the Employer, is available. Should such displaced person(s) not be assigned or offered such alternative employment by the Employer, then they will receive 60 calendar days' notice of termination, or the notice of termination required by the *Employment Standards Act*, whichever is greater. The Union will receive sixty (60) calendar days notice of subcontracting.

22.02 Notwithstanding the above, the parties further agree the person(s) affected by the application of this section of the Agreement who are assigned or offered alternative employment by the Employer, will not receive a lesser rate of pay than that received prior to the contracting out, contracting in and/or leasing in and/or leasing out work and/or operations. It is further understood and agreed that this Article 22 is not applicable when management is closing an area for a reasonable period of time that is to be renovated or refurbished.

22.03 Notwithstanding the above provisions, the Company will not exercise its right to contract out, contract in and/or lease in and/or lease out until the expiration of the 1996 Collective Agreement, further work and/or operations which work and/or operations are currently being performed regularly by Union members on the Hotel premises as such premises currently exist as at the date of ratification of the 1996 Collective Agreement.

Article 23 — Leave of Absence

- 23.01 Leaves of absence without pay and benefits as herein provided shall be in writing and granted at the Employer's discretion. Any person who is absent with written permission shall not be considered laid-off, and his seniority shall continue to accumulate.
- 23.02 a) Any employee elected or appointed to a full-time executive position within the union will be granted a leave of absence without pay and benefits as herein provided for a period of up to two years.
- b) A request for a leave must be given to the Company by the Union in writing at least 60 calendar days prior to the commencement of such leave, on Union letterhead and signed by an officer of the Union. Said request will contain a return to work date.
- c) An employee who obtains such a leave of absence will return to employment by the return to work date.
- 23.03 Requests for leave of absence must be made in writing to the Manager as early as possible, but not later than two (2) weeks prior to the desired date of commencement of such leave. The request must state: date of commencement, duration of leave of absence and reason for requesting the leave.
- 23.04 The Employer will reply in writing to the Employee within seven (7) days after receipt of the request for leave of absence.
- 23.05 Employees serving as jurors or who are subpoenaed, shall receive full pay while absent from work. Time spent in jury selection shall also apply to this article. The employee shall present proof of service and shall turn over to the Employer the payment, excluding traveling, meals and other expenses they receive for said services. Employees who are required to perform the above service on their scheduled days off shall not be required to hand over to the employer any payment received.
- 23.06 Requests for leave of absence for family emergencies will be granted at the Employers discretion and will not be unreasonable denied.

Article 24 — Hours of Work and Working Conditions

- 24.01 The normal work week in all departments of the Hotel shall be forty (40) hours per week. The forty (40) hour week shall consist of five (5) days per week and eight (8) hours per day.
- 24.02 Work schedules shall provide employees with two (2) consecutive days off each week, with possible exceptions in some departments where arrangements are made, subject to the approval of both parties.
- 24.03 Departmental weekly work schedules shall be posted where deemed necessary, not less than seven (7) days prior to the scheduled period. The Employers may, on giving forty-eight (48) hours notice to the employee(s)

concerned and subject to the provisions of Article 24.01 hereof revise such schedule(s) without the payment of premium time. The posting of schedules does not constitute any guarantee that work will be available. In the event of lost time due to lay-off within a department or group, work may be offered to employees on their scheduled days off at their regular basic hourly rate of pay in order to make up such regular time lost.

- 24.04 The hotel may schedule employees for lesser periods than eight (8) hours so long as the senior employees are given what full shifts are available first on a given day, and are available to work. Employees who are scheduled less than eight (8) hours per day will not be scheduled less than four (4) hours. Should a full-time employee, working short schedules, elect to work other shifts that may come available due to unexpected business, then the parties agree the hotel will not be required to make any overtime payments to accommodate their requested changes in days off or shift changes.
- 24.05 Part-time employees will be guaranteed a four (4) hour reporting for work allowance in accordance with the above.
- 24.06 The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., a breakdown beyond the control of management. The reporting for work allowance is as described above, notwithstanding Articles 24.01 or 24.04 of this agreement.
- 24.07 In the event of work shortage or decline in workload in any given department, the following will be placed on the bulletin board:

“Any employees in this Department wishing to depart from his or her work prior to the normal departure period, should advise the Department Head immediately.”
- 24.08 The foregoing Article 24.07 will apply when a known situation exists. However, in the event of a drastic decline, a decline beyond the control of management, the Employees will be asked as a group of more than three (3).
- 24.09 Should a position become available and a replacement is required, the Employer will post on a notice board within the work area of the vacancy, and the principal positing area of the Hotel, the availability of this position for a period not less than five (5) working days. This applies only to the immediate work area where the vacancy exists. The above will be in conjunction with the seniority provision as outlined in the general body of this Contract, (see Articles 21.07 through 21.13), so long as it does not prevent the Employer from maintaining an adequate and qualified work force.

Article 25 — Overtime Regulations — Daily Basis

- 25.01 Employees shall receive for hours of work in excess of eight (8) hours of work daily and forty (40) hours per week, overtime pay at the rate of time and one half their regular rate for hours of work.
- 25.02 Waiter or waitress shall complete service on guests notwithstanding the fact that the employee has reached his or her quitting time, and such additional time shall be paid at the employee's regular rate for the first half hour and time and one half his or her regular rate for all time after the first half hour.
- 25.03 Each employee must obtain from his or her Department head authorization in writing in advance of his or her overtime work before overtime money will be paid.

- 25.04 Any work performed on the sixth (6th) or seventh (7th) consecutive day of an employee's work week shall be paid for at the rate of time and one half (1-1/2) of his or her regular hourly rate of pay.
- 25.05 It is agreed by the parties that if an employee requests a change in his or her scheduled days off (as provided for under Seniority Clause), which results in work being performed on a 6th or 7th day, the Employer shall not be penalized by honoring this request.

Article 26 — Other Working Conditions

- 26.01 No allowance will be made for time on the time records prior to the regular starting time, without authorization by a 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.
- 26.02 If any employee punches/signs out late, it will be assumed that the Employee was delayed for personal reasons and the time shown on the time card beyond regular quitting time is the Employee's personal time.
- 26.03 Employees neglecting to punch/sign in and out at all required times throughout working hours may be subject to disciplinary action.
- 26.04 Each employee shall punch/sign only his/her own time card.
- 26.05 Any employee who punches/signs a time card of another employee is subject to immediate dismissal.
- 26.06 At the same time that income tax T-4 slips are made available, the Employer shall type on the slip the amount of Union dues paid by each Union member in the previous year.
- 26.07 Employees will be granted access to their personnel file. Twenty-four (24) hours of advance notice must be given and the employee must be accompanied by a Shop Steward and a member of the Personnel Department. The meeting will take place during regular business hours of the Personnel Department.
- Should the employee wish to remove or alter any contents of his/her file other than provided for elsewhere in this contract, the grievance procedure must be invoked.
- 26.08 Employees will be given one fifteen (15) minute rest period for the first four (4) hours scheduled to work, and worked. Should the Employees be scheduled for a second four (4) hours in any one day, then they will be given a second fifteen (15) minute rest period during that four (4) hours. These rest periods will be taken at a time determined by the Company and will be consistent with efficient operations in each work area of the Hotel and will not be cumulative and not be paid if not taken.
- 26.09 All employees under the scope of the collective agreement shall be entitled to one (1) free duty meal in an area designated by management at a time assigned by their supervisor. The price of such meal will be added to the rates shown on the wage rates when the employee works and receives the meal for taxation purposes.
- Notwithstanding the above, the parties agree that this duty meal will be taken on the employee's own time.

- 26.10 Corkage Fee: When corkage fee is charged and bar service provided, the Employer shall pay the server a service charge of fifteen per cent (15%) of the said corkage charge.
- 26.11 When a person calls to make reservations for a party of eight (8) or more for lunch or dinner in one of the hotel dining rooms, it is suggested to the person making the reservation that a suggested gratuity of 15% will be added to the bill. If the person making the reservation objects, no such gratuity is added. Furthermore, as it is a suggested gratuity, even though it may be shown on the bill the guest is under no obligation to pay it. Finally, even if the guest has agreed to a suggested gratuity, if the guest subsequently complains about the service: the gratuity is not added to the cheque.
- 26.12 The following subsection is provided for in the new collective agreement due to the complete editing of Article 31, Health and Welfare Weekly Indemnity and Dental Plan.
- This section will provide management with a provision to question any employee's absence:
- When an employee is scheduled to report to work and they absent themselves, management will have the right to enquire as to the reason or reasons for their failure to report.
- All cases of absence must be reported to the Personnel Department or Assistant Manager on duty, on the first day within a period of three (3) hours prior to the normal reporting time of the employee concerned.
- 26.13 Where management entertains an employee in a food and beverage outlet, a 10% gratuity will be automatically added to the net amount of the bill. Where such entertainment involves someone who is not an employee, a 15% gratuity will be automatically added to the net amount of the bill.
- 26.14 Employees who receive their pay cheques and there is a discrepancy in excess of \$20.00 as a result of the Company's error, shall receive payment by manual cheque within 48 hours of the error being noted.
- 26.15 Locks and lockers are the property of the Company. All lockers are subject to inspection. The Company agrees that locker inspections will not take place unless a steward is present, provided that a steward is available on property at the time.
- 26.16 The parties agree that management will not share in gratuities with respect to a practice known as "Chef's Table" functions.

Article 27 — Uniforms

- 27.01 Uniforms or special style of clothing, and special equipment if required by the Employer shall be furnished, laundered, cleaned and kept in repair by the Employer at no cost to the Employee, and the Employer agrees to maintain adequate and clean facilities for the uniforms or special style of clothing.
- 27.02 Any change from the standards in effect as of the date of ratification in the style of uniforms that would require support colour co-ordinated garments would be a subject of discussion with the Union.
- 27.03 The parties further agree that past practice will continue.

- 27.04 The Employer will provide each Houseperson, Guest Attendant, Seamstress/Uniform Attendant, Washperson and Laundry Attendant who has successfully completed probation, with a pair of shoes, on an annual basis, which will not exceed the value of \$50.00.

28 — Vacation

- 28.01 All full-time regular employees of the Employer who have completed one (1) year of continuous service with the Employer, but less than three (3) years in their anniversary year shall receive two (2) weeks vacation with four percent (4%) of gross wages. All part-time regular employees of the Employer who have completed one (1) year of continuous service with the Employer, but less than three (3) years in their anniversary year shall receive four percent (4%) of gross wages. Vacation time for such part-time regular employees shall be in accordance with the applicable provisions of the *Employment Standards Act*.
- 28.02 All full-time regular employees of the Employer who have completed three (3) years of continuous service with the Employer, but less than five (5) years in their anniversary year shall be entitled to three (3) weeks vacation with six percent (6%) of gross wages. All part-time regular employees of the Employer who have completed three (3) years continuous service with the Employer, but less than five (5) years in their anniversary year shall receive six percent (6%) of gross wages. Vacation time for such part-time regular employees shall be in accordance with the applicable provisions of the *Employment Standards Act*.
- 28.03 All full-time regular employees of the Employer who have completed five (5) years or more of continuous service with the Employer, but less than fourteen (14) years in their anniversary year shall be entitled to four (4) weeks vacation with eight percent (8%) of gross wages. Full-time regular employees who have completed fourteen (14) years or more of continuous service with the Employer in their anniversary year shall be entitled to five (5) weeks vacation with ten percent (10%) of gross wages. All part-time regular employees of the Employer who have completed five (5) years continuous service with the Employer, but less than fourteen (14) years in their anniversary year shall receive eight percent (8%) of gross wages. All part-time regular employees of the Employer who have completed fourteen (14) years or more of continuous service with the Employer in their anniversary year shall receive ten percent (10%) of gross wages. Vacation time for such part-time regular employees shall be in accordance with the applicable provisions of the *Employment Standards Act*.
- 28.04 Vacations, where applicable, shall be granted within ten (10) months following the date of which an employee qualifies.
- 28.05 Due to the peculiarities of the hotel business, it is recognized that during certain periods, minimum scheduling of vacations is necessary, therefore, the Employer may grant vacation, where applicable, so as it does not prevent the Employer from maintaining a qualified and adequate work force.
- 28.06 Vacation credits, where applicable, shall not be cumulative from year to year.
- 28.07 The usual deductions from an employee's pay will be deducted from the Employee's vacation money.

- 28.08 All full-time regular employees with the greatest length of continuous service will be given first choice of vacation dates, provided that the Employer shall be entitled to maintain a qualified and adequate work force.
- 28.09 The Employer will arrange for a vacation schedule for full-time regular employees, to be posted by department by February 1st every year.
- 28.10 The vacation schedule in its final form will be posted by department by March 31st of each year.

Article 29 — Paid Holiday Privileges

- 29.01 The Hotel will grant to all full-time regular employees who are on the seniority list within the scope of the Contract and who have completed fifty (50) working days prior to the holidays concerned, pay for the days listed:
- 1) New Year's Day
 - 2) Good Friday
 - 3) Victoria Day
 - 4) Canada Day
 - 5) Civic Day
 - 6) Labour Day
 - 7) Thanksgiving Day
 - 8) Christmas Day
 - 9) Boxing Day
 - 10) Remembrance Day
 - 11) Anniversary Date (Employment start date)
 - 12) Employee's Birthday
- 29.02 When not required to work, the Hotel will grant the Employee one (1) day's money according to his/her regular rate for the above noted twelve (12) days. When the Employee is required to work on any one day of the above noted twelve (12) days, he/she shall be paid in addition to his/her regular rate of pay, his/her regular day's money. It is also agreed that by mutual consent in case of Beverage service and Beverage production employees, Statutory holidays may be exchanged in lieu of enforced closures, of the Department, as required by law.
- 29.03 In the event of a holiday, as specified in this Article, falling within an employee's vacation period, the Employer has the choice of either:
- a) Extending the vacation period by one working day with pay, *or*
 - b) Paying an extra day's vacation pay.
- In either case, the rate of pay will be the same as used in calculating an employee's vacation pay.
- 29.04 Employees required to work, but who absent themselves from employment on the above dates shall be considered absent without leave and do not qualify under this provision.
- 29.05 In order to qualify for payment on a statutory holiday as provided for above, the eligible employee must work his scheduled shift on the day immediately prior to and his scheduled shift immediately following the holiday.
- 29.06 It is understood and agreed that should the provincial government of Ontario legislate an additional paid holiday that is not mentioned in any one of the twelve (12) days prescribed, then the Employer and the Union will

mutually agree to substitute for this day one of the five (5) present unlegislated days.

- 29.07 When a holiday falls on an employee's working day they may request to work that holiday at regular wages for the hours worked and identify another day off at the Employee's regular rate of pay in lieu of the double payment for the Statutory holidays. The request must be made in writing by the Employee at least two (2) weeks prior to the holiday and will be taken either during that two (2) weeks, or a maximum of two (2) weeks after the holiday, and under no circumstances may be cumulative. Once the request has been made, the granting of the lieu day will be at the sole discretion of the department manager. These requests will be granted according to the departmental seniority.

Article 30 — Safety and Health

- 30.01 a) The Company and the Union agree that they will mutually co-operate and maintain reasonable standards of safety and health in order to prevent injury and illness.
- b) The Company and the Union acknowledge the importance of maintaining a well functioning Health and Safety Committee with representatives from employees and management.
- c) Each year of the Agreement, the Company will have a discussion with employees in a regular department meeting, on how to work safely in the workplace. A Union representative will be present at this meeting.
- 30.02 An employee who is required by law to submit to a medical examination, shall not be compensated for any loss of income by the Employer. An employee who is required by the Employer and not by any law to submit to a medical during working hours shall be paid at his/her straight time hourly rate for a reasonable amount of time spent in attending to such examination.
- 30.03 If any employee upon being so examined is found not to fulfill the medical requirements for his/her position, such employee will be allowed at their own cost, to consult a physician of their choice. If the reports of the two physicians conflict, a third physician will be selected by the two physicians. His/her employment may be terminated and such termination may be the proper subject matter of a grievance within the meaning of this Agreement and shall be arbitrable.
- 30.04 The Employer will reimburse each maintenance employee who has successfully completed probation, up to \$100.00 per calendar year for the cost actually incurred of purchasing one pair of safety shoes. The Employer has the right to approve the employee's choice of safety shoes as a condition of the employee receiving reimbursement.

Article 31 — Health and Welfare: Weekly Indemnity Plan

- 31.01 Health and welfare payments to be made to the Trust in effect currently between the parties on an hourly banking formula: effective September 23, 1996, sixty-eight (\$0.68), maximum per hour worked; February 1, 1997 will be seventy-three (\$0.73) maximum per hour worked; February 1, 1998 will be seventy-eight (\$0.78) maximum per hour worked, in accordance

with the following formula, the above stated amounts will be paid on behalf of those full-time regular employees who have completed their qualifying period of fifty (50) working days worked.

- 31.02 Notwithstanding the provision in this Agreement under the scope clause whereas only those employees that work regularly twenty-four (24) hours per week or more shall be classified as full-time regular employees after completion of their fifty (50) working days worked, the stated amounts per hour will be paid on behalf of all employees that work on a regular basis of twenty (20) or more hours per week upon completion of the probationary period of fifty (50) working days worked.
- 31.03 It is understood and agreed by the parties to the Agreement that this amendment to the scope provision only applies to the Health and Welfare Benefit by the payment on behalf of the Employees of the stated amounts provided therein and does not in any way adjust or alter the intent of the scope as provided by this provision. A further example of this intent is to provide health and welfare care for those employees that are hired under the scope classifications to fill jobs that are limited to only twenty (20) hours per week. Notwithstanding this provision, it is recognized by the parties that part-time employees from time to time may exceed their twenty (20) hours but still retain their status of part-time and do not qualify for these benefits.
- 31.04 The parties agree that the above-noted plan will be administered by the labour-management Trust committee.
- 31.05 Full-time regular employees of the Employer, on completion of one year's continuous service and who qualify according to the conditions of the H.E.R.E. Health and Welfare Plan shall be entitled to receive weekly indemnity allowances subject to the following provisions:
- a) All cases of sickness must be reported to the Personnel Department or Assistant Manager on duty, on the first period within a period of three (3) hours prior to the normal reporting time of the Employee concerned.
 - b) The allowance for weekly indemnity shall only commence on the Employee's second work day of illness.
 - c) Weekly indemnity will not be granted to employees in case of illness or accident which is compensable under the laws of the Province of Ontario.
 - d) An employee will not be entitled to weekly indemnity while on vacation.
 - e) In doubtful cases, or in cases of extended illness, the Plan reserves the right to request a doctor's certificate or to appoint another doctor, other than the one providing the certificate, in order to establish the facts in the case.

Article 32 — Death Leave Allowance

- 32.01 Full-time regular employees of the Employer on completion of the probationary period of fifty (50) working days worked shall be entitled to receive death allowances as follows:

An employee shall be entitled to receive three (3) days leave of absence with three (3) days pay in event of death in the immediate family, that is the death of a husband or wife, or common-law spouse regardless of sex, or child, or father or mother, or sister or brother, or mother-in-law or father-in-law, or grandchildren or grandparents.

- 32.02 In order to qualify for the foregoing death allowance, employees must supply proof by way of doctor's certificate, newspaper clipping or other substitute satisfactory to management in its sole discretion. Department heads must be promptly notified.
- 32.03 The total allowance in any one year of an employee's employment shall be a maximum of six (6) days with pay.

Article 33 — Pension Plan

- 33.01 The Employer will pay for all full-time regular employees twenty-five cents (\$0.25) per hour worked. In order to make this applicable, the employee will pay fifteen cents (\$0.15) per hour worked during the term of this contract.
- 33.02 A full-time, regular employee shall mean an employee who has completed his/her fifty (50) working days worked, and works regularly more than twenty (20) hours, the same as the Health and Welfare Plan.
- 33.03 The parties agree the plan will be administered by the labour-management Trust Committee.

Article 34 — Cash Wage Rates

34.01

Job Title	May 1/96	Nov. 1/96	May 1/97	Nov. 1/97	May 1/98	Nov. 1/98
Housekeeping						
Houseperson	\$10.96	\$11.12	\$11.29	\$11.46	\$11.63	\$11.75
Guest Attendant	\$10.96	\$11.12	\$11.29	\$11.46	\$11.63	\$11.75
Seamstress/ Uniform Attendant	\$10.96	\$11.12	\$11.29	\$11.46	\$11.63	\$11.75
Laundry						
Washperson	\$10.98	\$11.14	\$11.31	\$11.48	\$11.65	\$11.77
Laundry Attendant	\$10.96	\$11.12	\$11.29	\$11.46	\$11.63	\$11.75
Kitchen						
Station Chef	\$14.59	\$14.81	\$15.04	\$15.26	\$15.49	\$15.64
1st Asst. Cook	\$13.29	\$13.49	\$13.69	\$13.90	\$14.11	\$14.25
2nd Asst. Cook	\$12.36	\$12.55	\$12.74	\$12.93	\$13.12	\$13.25
3rd Asst. Cook	\$11.81	\$11.99	\$12.17	\$12.35	\$12.53	\$12.66
Kitchen Helper	\$10.86	\$11.02	\$11.19	\$11.35	\$11.52	\$11.64
Line Steward	\$11.28	\$11.45	\$11.62	\$11.80	\$11.97	\$12.09
Dishwasher	\$11.06	\$11.23	\$11.39	\$11.56	\$11.74	\$11.86
Hemispheres Restaurant and Bistro						
Combined Bartender	\$11.16	\$11.33	\$11.50	\$11.67	\$11.85	\$11.96
Host/Hostess	\$9.47	\$9.62	\$9.76	\$9.91	\$10.06	\$10.16
Wait Staff	\$7.24	\$7.35	\$7.46	\$7.57	\$7.69	\$7.76
Busperson	\$8.52	\$8.65	\$8.78	\$8.91	\$9.05	\$9.14
Alibi						
Combined Bartender	\$11.68	\$11.85	\$12.03	\$12.21	\$12.39	\$12.52
Wait Staff	\$7.24	\$7.35	\$7.46	\$7.57	\$7.69	\$7.76

Job Title	May 1/96	Nov. 1/96	May 1/97	Nov. 1/97	May 1/98	Nov. 1/98
Lai Wah Heen						
Waiter	\$7.24	\$7.35	\$7.46	\$7.57	\$7.69	\$7.76
Busperson	\$8.52	\$8.65	\$8.78	\$8.91	\$9.05	\$9.14
Food Runner	\$10.86	\$11.02	\$11.19	\$11.35	\$11.52	\$11.64
Service Bartender	\$12.08	\$12.26	\$12.44	\$12.63	\$12.82	\$12.95
Cashier	\$10.52	\$10.68	\$10.84	\$11.00	\$11.17	\$11.28
Host/Hostess	\$9.47	\$9.62	\$9.76	\$9.91	\$10.06	\$10.16
Room Service/Mini Bars						
Midnight Order Taker/ Cashier/Server	\$9.47	\$9.62	\$9.76	\$9.91	\$10.06	\$10.16
Order Taker/Cashier/ Server	\$8.46	\$8.59	\$8.72	\$8.85	\$8.98	\$9.07
Mini Bar Attendant	\$10.45	\$10.61	\$10.77	\$10.93	\$11.09	\$11.21
Communications						
Operators	\$10.96	\$11.12	\$11.29	\$11.46	\$11.63	\$11.75
Guest Services						
Door Person	\$7.90	\$8.02	\$8.14	\$8.26	\$8.38	\$8.47
Bell Person	\$7.45	\$7.57	\$7.68	\$7.79	\$7.91	\$7.99
Maintenance						
General Maint. 1	\$12.69	\$12.88	\$13.07	\$13.27	\$13.46	\$13.60
General Maint. 2	\$10.85	\$11.01	\$11.18	\$11.34	\$11.51	\$11.63
Midnight Gen. Maint. 1	\$13.22	\$13.42	\$13.62	\$13.82	\$14.03	\$14.17
Midnight Gen. Maint. 2	\$11.30	\$11.47	\$11.64	\$11.82	\$12.00	\$12.12

34.02 Legislated Wage Rates

- a) It is agreed by the parties to the principle of retaining during the life of this Agreement a fifteen (15) cents per hour differential above the provincial minimum wage for all employees who are affected.
- b) This fifteen (15) cent differential will at no time compound the regularly scheduled wage increases in the provided for wage adjustments attached hereto.

34.03 a) The parties agree to a probationary starting rate. This starting rate will increase by the same percentages as the cash wage increases during the term of the Collective Agreement in accordance with the following formula: Probationary employees will receive a lesser amount than shown in Article 34. This rate will only apply to new hires. It is further understood that probationary employees will only qualify for those benefits legislated by the Province of Ontario.

- b) The starter rate differential in accordance with above:

May 1, 1996 — \$1.49 less than contract rate
May 1, 1997 — \$1.61 less than contract rate
May 1, 1998 — \$1.74 less than contract rate

- c) Notwithstanding Articles 34.03, A and B, the schedule of wages contained in Article 34.01 is the minimum and shall be applicable to all employees; any employee who is receiving a higher rate of pay than the minimum shall not suffer any reduction because of the signing of

this agreement, and he/she will be eligible for increases where applicable.

- 34.04 All wage increases will be expressed as a percentage. This percentage will then be applied to the present rate of the Employee.
- 34.05 The Company will implement a night shift premium of \$0.50 per hour worked for shifts that commence at 11:00 p.m. The \$1.00 per hour worked premium currently paid to the Midnight Order Taker/Cashier/Server will remain as is. For the purpose of clarity, said employee will not also receive the \$0.50 night shift premium.

Article 35 — Room Service

- 35.01 In the room service department, a suggested gratuity in amount of fifteen percent (15%) shall be shown on the guest's cheque, with the understanding that non-payment of all/any service charges to the hotel by the guest will be recoverable from the employee.

Article 36 — Service Department

- 36.01 Tour Baggage:
- a) Upon ratification of this Memorandum of Settlement, \$1.70 in and \$1.70 out
 - b) Effective February 1, 1997: \$1.90 in and \$1.90 out
 - c) Effective February 1, 1998: \$2.00 in and \$2.00 out
- 36.02 Notwithstanding the above, the parties agree that this will not affect those tour contracts signed prior to the ratification and signing of this Agreement. It is further agreed Management will make every effort within reason to contract, subject to this formula. The parties agree that in cases of lower-rated tours, e.g. Church groups, student groups, etc., Management will not be forced to refuse this business due to this clause in the Agreement. However, the Union would have reasonable access to relevant documents which would support Management's claim that the tour would be lost as a result of this practice.
- 36.03 Door staff will have access to two (2) parking spaces outside the front of the Hotel and will be able to charge guests for parking, up to the maximum amount charged by the Hotel for parking in its garage. Gratuities from these two (2) parking spots will belong to the Door staff. The Union agrees that management has no responsibility regarding how said gratuities are distributed.

Article 37 — Banquet Department

Banquet Wages:

Job Title	May 1/96	Nov. 1/96	May 1/97	Nov. 1/97	May 1/98	Nov. 1/98
Combined Bartender	\$11.16	\$11.33	\$11.50	\$11.67	\$11.85	\$11.96
Head House Person	\$11.67	\$11.84	\$12.02	\$12.20	\$12.38	\$12.51
House Person	\$10.44	\$10.60	\$10.76	\$10.92	\$11.08	\$11.20
Midnight House Person	\$10.90	\$11.06	\$11.23	\$11.40	\$11.57	\$11.68
Cashier	\$10.12	\$10.27	\$10.43	\$10.58	\$10.74	\$10.85
Wait Staff	\$7.24	\$7.35	\$7.46	\$7.57	\$7.69	\$7.76

NOTE: The rates shown above are net hourly rates only.

- 37.01 Wage rates to increase the same percentage as in the general body of the contract.
- 37.02 Full-time employees under Article 37 shall enjoy all benefits of a full-time regular employee unless otherwise stated in this schedule. Part-time regular employees under Article 37 will be entitled to all terms and conditions so spelled out in this schedule.

37.03 HOURS OF WORK

- a) Hours of work for all employees under this schedule shall be in conformity with the Employment Standards Act of the Province of Ontario, with the exception of Banquet Houseperson who will be scheduled in accordance with the general body of this agreement.

b) OVERTIME PROVISIONS

Wait staff shall receive for hours of work in excess of forty-four (44) hours per week overtime pay at the rate of time and one half their regular rate. This is in accordance with the Employment Standards Act.

Bartenders shall receive for hours of work in excess of eight (8) hours of work per day, and in excess of forty-four (44) hours per week overtime pay at the rate of time and one half their regular rate. This is in accordance with the Employment Standards Act.

37.04 SERVICE CHARGE FOOD:

It is agreed that, of the total amount of the service charge left by the guest, 75% of the food portion will be set for the sharing among the waiters and/or waitress staff who served the food. The remaining 25% will be at the disposal of the Catering Manager for distribution as he feels best suited.

- 37.05 Payment of service charge shall be equally divided among the waiters or waitresses who provided the service and they shall receive from the hotel an itemized breakdown for each meal period worked and their service charge every two (2) weeks.

37.06 BEVERAGE:

It is agreed that any service performed for banquet bars, and the current method of wine sales which will remain status quo, all other banquet beverage service charges will be paid to the employees providing the service, at 68% of the service charge paid by the guest, effective the date of ratification.:::

* Service Charge (Host Bar):

68% Bartenders
7% Banquets House Person
25% Management

Bartenders and banquet house persons shall receive an itemized breakdown for each meal period worked and their service charge every two (2) weeks.

37.07 C.O.D. Bars:

The service charge will be 12-1/2% and the distribution will be continued at 68% for the people serving the beverage and 32% will be available for distribution at Management's discretion effective the date of ratification.

- 37.08 It is further agreed that the checks, or relevant documents, showing the total amount of service charge signed by the guest, will be available for

- inspection by the Union upon written request. Non-payment of such service charge to the hotel are subject to deduction from subsequent lists.
- 37.09 The Union shall be notified accordingly of such non-payments. Adjustments on any non-payments will be made by the Catering Manager on a subsequent list of employees concerned.
- 37.10 A representative of the Union, upon written request, shall be permitted to make an audit of the relevant documents covering service charge distribution and submit an audit report to both parties in writing declaring his findings within 30 days of completion of audit. Failure to produce this audit will nullify the above clause and its intent.
- 37.11 MEALS:
- The employees under Article 37 shall be allowed one (1) meal for each four (4) hours worked. The price of such meals will be added to the rates shown on Article 37 when the employee works and receives the meals, for taxation purposes.
- 37.12 a) The numbers of banquet waiters, waitresses and bartenders that should be scheduled as full-time are:
- | | |
|------------|---|
| Wait Staff | 5 |
| Bartenders | 2 |
- b) It is further agreed that should the Hotel either through volume or expanded facilities find it necessary to increase the capped numbers it may do so.
- c) It is further understood and agreed between the parties that the above noted capped numbers do not constitute any guarantee that work will be available or the Hotel is required to keep them at that level.
- 37.13 The parties further agree that all full-time banquet waiter/waitresses covered under Article 37 will be assigned on a rotation basis with a view to equalizing the available functions, covers and income earned through the service charge where it is possible, without any restriction mentioned in Article 37.19.
- 37.14 The parties agree due to the potential variation of earning caused by this rotation system that could result in a non-equal distribution of breakfasts, lunches and dinners, no employee will have the right to refuse assignments.
- 37.15 An employee who refuses two (2) scheduled work assignments in any two normal work weeks shall be considered as having terminated their employment of the Company.
- 37.16 GOLD PLATE:
- a) It is agreed that nothing so noted in any of the aforementioned language will supersede this existing practice of gold plate — special functions where management reserves the complete right to select those service persons that will be provided.
- b) The parties agree that the service charge paid to the Employee for such noted service will be \$50.00.
- 37.17 CLEAN UP FOR DINNER/DANCE:
- a) Waiters/waitresses will set up functions assigned to them for service of food and after the function is over they will clean up the assigned function.

- b) It is understood that all service charge gratuities are pooled for each meal period, and will be distributed equally to all the service staff who worked that meal period.

If help is required for clean up, the Maitre d' will request before the start of the function, the number of waiters/waitresses needed to stay for cleaning up of the function. If the Maitre d' does not have a response to his request, he will appoint the number needed from part-time waiters/waitresses who worked at the function. Full-time waiters/waitresses will have a first refusal by seniority strictly on a voluntary basis providing there is no overtime involved.

- d) Notwithstanding the above paragraph, should no part-time waiters/waitresses be scheduled, the Catering Manager will have the right to schedule from the group of employees serving the function, and to select in an inverse order of seniority the required number of people for any clean up work.

37. 8 Wait staff shall not be required to perform cook's duty.

37. 9 Part-time Employees — Clarification

The parties recognize that due to the peculiarities of the hotel business and the banquet department there will be periods during the Employee's year where they will work in excess of the normal part-time cap of 21 hours, but for the above stated reasons will not enjoy full-time benefits as indicated.

37.20 It is also recognized in the interest of prioritizing work assignments to senior people they may work in excess of the maximum required by the part-time person however, in doing so will not change their status or benefits.

Article 38 — Kitchen

38.01 The Employer will reimburse Kitchen Helper, 3rd. 2nd, and 1st Assistant Cook and Station Chef who has successfully completed a probationary period, for the cost actually incurred of purchasing a knife, to the maximum of \$50.00. For the purpose of clarity, the employees in the classifications specified above, must actually purchase a knife during the January to December calendar year in order to receive reimbursement in respect of that year. The Employer has the right to approve the employee's choice of knife as a condition of the employee receiving reimbursement.

Article 39 — Education, Training and Development

39.01 The Employer agrees to contribute \$0.01 per hour worked for each full-time and part-time employee, into the H.E.R.E. Lifelong Learning Fund.

39.02 The Employer will provide meeting facilities at no charge to the Union to conduct meetings or educational, so long as it does not incur a loss of paying business.

Article 40 — Retirement

40.01 Subject to 40.02, all employees must retire effective the first day of the month immediately following their attaining 65 years of age. The parties agree that if the minimum threshold for eligibility to receive C.P.P. increases



beyond age 65, then for employees who have not already retired, the mandatory retirement age will increase accordingly.

40.02 The Company may ask employees to work beyond the date note in 40.01 above, on terms satisfactory to the Company, the Union and the employee concerned. The parties agree that such arrangements do not constitute a precedent or a waiver with respect to any other employees.

41 — Termination or Modifications

41.01 This Agreement shall be in effect from March 1, 1996 and continue in effect until the 28th day of February, 1999, and unless either party gives notice in writing to the other party that amendments are required, or that the party intends to terminate the Agreement, it shall continue in effect until the 28th day of February 2000 and so on from year to year thereafter.

41.02 Notice that amendments are required, or that either party intends to terminate the Agreement, may only be given during the month of December 1998 and in subsequent years in the said month of December thereafter.

41.03 The parties hereto agree to meet for the purpose of negotiations within ten (10) days after the giving of such notice, and if as a result of such negotiations the parties fail to negotiate a new Agreement or modification of the present Agreement, prior to the first day of March following the date of such notice, then this Agreement shall terminate the first day of March. It is understood that during any negotiations, following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of, or related to, the original proposals.

41.04 On completion of negotiations for a new contract, if an agreement is reached between the hotel and the Union negotiating committee, a memorandum of full settlement shall be drawn up and signed by the parties covering all and every amendment to the contract before the agreement is presented by the Union to the membership for ratification.

Dated at Toronto this 31 day of January, 1997

FOR THE UNION:

Paul Clifford
President Administrator

[Signature]
Union Representative

Negotiating Committee:

Mayorie Cooper

Esther Walters

[Signature]

[Signature]

[Signature]

FRANK KUTOSA

FOR THE HOTEL:

[Signature]
General Manager

Mary Saracella
Director of Human Resources

[Signature]
Executive Chef

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