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INTERNATIONAL UNION LOCAL 351
PROFESSIONAL AND TECHNICAL EMPLOYEES
TEXTILE PROCESSORS, SERVICE TRADES, HEALTH CARE

- and -

DELTA MEADOWVALE RESORT & CONFERENCE CENTRE

COLLECTIVE AGREEMENT

1995 - 1998

BETWEEN

DELTA MEADOWVALE RESORT & CONFERENCE CENTRE

- and -

TEXTILE PROCESSORS, SERVICE TRADES, HEALTH CARE,
PROFESSIONAL AND TECHNICAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 351

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THIS COLLECTIVE AGREEMENT ENTERED INTO AS OF THE
20th **DAY OF** *07* **1995**

BETWEEN:

DELTA MEADOWVALE RESORT & CONFERENCE CENTRE

(hereinafter referred to as the 'Employe?')

- and -

**TEXTILE PROCESSORS, SERVICE TRADES, HEALTH CARE,
PROFESSIONAL AND TECHNICAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 351**

(hereinafter referred to as *the* 'Union')

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain a mutually satisfactory relationship between the Union, the Employer and the employees represented by the Union, and to provide procedures for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provision of this Agreement and to assist the Employer in the efficient operation of the business.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Employer recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Employer in the City of Mississauga save and

except supervisors, persons above the rank of supervisor, office staff, sales staff, clerical, night auditors, guest service agents, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the summer vacation.

For the purpose of clarity, the term 'supervisor' includes those employees in the classifications of: banquet captains, guest service coordinator, executive sous chef, sous chefs, outlet supervisor, housekeeping supervisor, and laundry supervisor.

a) 'Full-time employee' means an employee employed in the bargaining unit who regularly works more than twenty-four (24) hours per week; and

b) 'Part-time employee' means an employee employed in the bargaining unit who regularly works not more than twenty-four (24) hours per week.

2.02 Any changes or amendments to this Agreement during *its* term shall be incorporated only with mutual agreement **between** the Employer and the Union.

2.03 Terms importing the singular shall be deemed to include the plural unless the context requires otherwise.

2.04 **ASSESSMENT**

The Employer shall assess the number of hours worked by each employee covered by this Agreement on January 1, April 1, July 1 and October 1 of each calendar year for the purpose of determining full-time or *part-time* status. An employee who works more than twenty-four (24) hours per week for a simple majority of weeks within the period under assessment will be treated as a full-time bargaining unit employee for the following quarter for all purposes of this collective agreement. Upon such assessment, any employee who works not more than twenty-four (24) per week for a simple majority of the weeks within the period under assessment shall be a part-time employee for the following quarter and not fall under the terms and conditions of this Agreement for any such quarters.

2.05 The Employer agrees that non-bargaining unit employees shall not perform bargaining unit work beyond current practice which includes the following circumstances:

- 1) Emergency;
- 2) Unforeseen guest demands;
- 3) Training;
- 4) Lack of available staff
- 5) Part-time employees

2.06 The Company at no time shall use contracting out in order to intentionally subvert the bargaining unit positions. If the Union **so** claims, they will have the right to appeal to the labour department for a section 46 arbitration and the decision of the Arbitrator shall **be** final.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except **as** and to the extent specifically modified by this Agreement, all rights and prerogatives of management **are** retained by the Employer and remain exclusively within the rights of the Employer. These **management** rights shall include:

- (a) maintain order, discipline and efficiency in connection with the Employer's operations;
- (b) to make, alter and enforce from time to time, rules and regulations, policies and practices to **be observed** by its employees;
- (c) hire, layoff and recall, classify, direct, transfer, ~~promote~~, demote, retire and to discharge, suspend or discipline **employees** for just **cause**, subject to **the** right of an employee to **lodge** a grievance in the manner and to the **extent** as provided herein;
- (d) **generally** to manage the **enterprise** in which the Employer is **engaged**, and *without* restricting the **generality** of the foregoing, to plan, direct and control **operations**, to direct the **work** forces, to determine the number of personnel **required from** time to time, to determine the number and location of facilities, to determine the **quality** of services provided, **methods and** procedures to **be** employed, schedules of work, standards of **performance**, and to determine **the** extension, limitation, curtailment and cessation of **the Employer's** operation.

3.02 It is **understood and agreed that these** rights shall **not be** exercised in a manner inconsistent with **the specific** terms of this Agreement. It is understood that a claim that the Employer has **exercised** these rights in a manner that is **inconsistent** with the specific **terms of this Agreement** shall **be proper** subject matter for a **grievance**.

ARTICLE 4 - RELATIONSHIP

4.01 The **Employer agrees** that there shall **be** no discrimination in the hiring, training, upgrading, **promotion, transfer**, layoff, discharge, discipline of otherwise of **employees** because of **race, ancestry**, place of origin, citizenship, **creed, sex**, sexual **orientation, age, marital status**, family status, handicap, ethnic origin, colour, religion, and record of **offenses**.

4.02 The Employer and the Union agree to observe the provisions of the Ontario Human Rights Code.

4.03 The Employer agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members and officers of the Union and to participate in its activities in a manner consistent with this Agreement.

4.04 The Union agrees that, except as provided for in this Agreement, there shall be no Union activity on the premises of the Employer during the employees' working hours except by agreement with the Employer.

4.05 The Employer agrees that all employees shall become and remain members of the Union as a condition of their continued employment.

4.06 Authorized representatives of the Union shall be permitted to enter the premises of the Employer at reasonable times for the purpose of conducting its business provided that the following conditions are complied with:

- (1) upon entering the Employer's premises, notice shall be given to the Director of Human Resources or his/her designate;
- (2) It is understood and agreed by the parties that unless the nature of the Union's legitimate business requires otherwise, such business shall be conducted at Cafe 6750. The Employer agrees that entry shall not be unreasonably denied and the Union agrees that such access privileges shall not be abused.

Entry shall not be refused unreasonably.

4.07 On the request of either party, the Employer and the Union consultation committee comprising of the Local Union business agent, chief steward and one (1) other steward selected by the Union shall meet once every two (2) months for the purpose of discussing issues relating to the workplace which affect the parties or any employees bound by this Agreement.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 The Employer shall deduct from the pay of each member of the bargaining unit, on every pay, such Union dues, fees and assessments as is prescribed by the Constitution of the Union.

5.02 The Employer shall remit the amounts so deducted prior to the tenth (10th) day of the month following, by cheque, as directed by the **Union**, payable to the Financial Secretary of the Union.

5.03 The monthly remittance shall **be** accompanied by a statement showing the name, Social Insurance Number of each employee from **whose** pay deductions have **been** made and the total amount deducted for the month. This statement shall also show the total gross earnings and the hours worked. Such statements shall also **list** the names of employees from whom no deductions have been made and the reasons why.

5.04 **The** Employer shall provide the Union, every three (3) months, with a list of those employees:

- (1) recalled to work;
- (2) newly hired;
- (3) resigned;
- (4) who submitted a change of address.

The Employer agrees to record total Union Dues paid by each employee on their T-4 **Tax** Receipt.

5.05 **The** Union agrees to indemnify and **save** the Employer harmless against all claims or other forms of liability that may arise **out of**, or **by reason of**, deductions **made** or **payments made in accordance with** this **Article**.

5.06 **The** Employer will **not be responsible** for **the** collection of any **dues** where, **because of absence from work, the employee has** no earnings from which dues required may **be** deducted.

ARTICLE 6 - REPRESENTATION

6.01 **The Employer** acknowledges the right of the **Union** to appoint or otherwise **elect** a chief steward and **nine (9) stewards** who have **completed a one (1) year** period of employment from the following **Departments** for the purpose of assisting **employees** in presenting grievances to **the** Employer in accordance **with the** provisions of this Agreement:

Banquets	Maintenance
Beverage Lounges	Room Service/Mini Bar Service
Food & Beverage Outlets	Stewarding
Housekeeping	Receiving
Kitchen	Reservations
Laundry	Services

6.02 The Union shall keep the Employer notified in writing of the names of the stewards and the effective date of their appointment. The Employer shall not be obliged to recognize such personnel until it has been so informed.

6.03 A steward shall not leave his or her regular duties during working hours without first obtaining permission of his or her immediate supervisor. Where it is necessary for a steward to investigate an employee's grievance or complaint during working hours, the employee shall not be disturbed in the performance of his or her assigned duties unless that employee's supervisor has given that employee permission to discuss the matter with the steward.

6.04 **NEGOTIATING COMMITTEE**

The Employer agrees to recognize and deal with a Negotiating Committee which shall consist of the Union Business **Agent**, the chief steward and five (5) employee members.

The Employer agrees to pay for the compensable employee Negotiating Committee time spent on negotiations. Compensable time spent on negotiations is defined as any hours that he or she would have worked had they been otherwise scheduled to work. The basis for any payments made by the employer shall be the employee's regular straight time hourly wage rate for non-gratuity employees and time and one-half (1½) for gratuity employees.

6.05 The Negotiating Committee is a separate entity from other committees and shall deal only with such matters as are property the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

ARTICLE 7 - STRIKES OR LOCKOUTS

7.01 The Union agrees that while this Agreement is in force, there will be no strike, slowdown, sitdown, stoppage of work, or any act intended to interfere with the work of the Employer's operations. The Employer agrees that there will be no lockout while this Agreement is in force.

The Labour Relations Act of Ontario defines a strike and lockout as follows:

'strike' includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding or a slowdown or other concerted activity on the part of the employee's design to restrict or limit output;

'lockout' includes the closing of a place of employment, a suspension of work or a refusal by an employer to continue to employ a number of employees, with a view to compel or induce the employees, or to aid

another employer to compel or induce that employer's employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment, or the rights, privileges or duties of the employer, an employer's organization, the trade union or the employees.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Employer with respect to the interpretation, application, administration or alleged violation of this Agreement shall **be** resolved as quickly as possible.

8.02 It is agreed that all Step 1 and Step 2 meetings held between the Employer, the employee and the Union steward shall **be** held during regular working hours. **The** employees shall be paid for time lost from work to attend these meetings at his or her regular straight-time hourly wage rate. **There will be** no payment for those employees who have been suspended or discharged.

8.03 Step 1

It is generally understood that an employee **has** no complaint or grievance until they have first **given their** immediate supervisor an opportunity to adjust the complaint. This complaint shall **be** made to **the** supervisor **within** three (3) days after the circumstances giving rise to the complaint were known or could reasonably have **been** known to the employee. The employee may request a Union steward to **be** present at this meeting. His or her supervisor shall give his or her **reply** to the employee within three (3) working **days**.

'Days' for the purposes of this Article 8 and for the purposes of Article 9 and Article 10 shall **be** defined to mean **Monday** to Friday.

8.04 Step 2

If the **employee** is not satisfied with the supervisor's reply, the employee shall submit the grievance, in writing on the Union's normal form and have it signed by a Union steward or the employee. The grievance shall **set out** the particulars of **the** grievance, the **sections** of this Agreement **alleged** to have **been** violated and the **remedy** sought.

This **grievance** must **be** presented to the Director **of** Human Resources, or his or her designate, within five **(5)** working days of receiving his or **her** supervisor's reply.

The Director of Human Resources shall schedule a meeting to deal with the grievance within five **(5)** working days of the receipt of written grievance. This meeting may **be** attended by the supervisor, Director of Human Resources, a Union Steward and a Union staff representative. **The** employee may **also** attend if requested

by either party.

The Director of Human Resources shall give his or her reply within five (5) days after this meeting.

8.05 **Step 3**

If the matter is not settled at this time the local union official representative shall take up the grievance with the General Manager or his designate within five (5) days after the steward receives the answer from the Director of Human Resources. If the grievance is not settled within a further three (3) days after its presentation to the General Manager, then at the request of either party the grievance may be referred to arbitration in accordance with Article 10.01.

Step 4

Failing resolution of the grievance under the foregoing procedure, any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration as provided under this agreement.

8.06 **GROUP GRIEVANCES**

When two (2) or more employees wish to file a grievance arising from the same incident, such grievance may be handled as a group grievance and presented to the Employer beginning at Step 2 of the grievance procedure. Such a grievance shall be filed within seven (7) days after the circumstances giving rise to the complaint were known or could reasonably have been known to the employees.

8.07 **POLICY GRIEVANCE**

If, during the life of this Agreement, a dispute should arise between the Union and the Employer concerning the interpretation, application, administration or alleged violation of the Agreement, then the aggrieved party may submit the alleged complaint to the other party, in writing, giving full particulars of the matter. This complaint must be given to the Director of Human Resources or the Union by the aggrieved party, within ten (10) days from the date the facts giving rise to the grievance were known or could reasonably have been known by the grieving party.

8.08 The time limits and other procedural requirements contained in this article 8 shall be deemed to be mandatory and not merely directory and therefore any failure to comply shall be deemed to be a complete waiver and abandonment of the grievance by the grievor. The time allowances provided for in this article may be extended by mutual agreement between the parties in writing.

8.09 If a final resolution of the grievance is not reached at Step 3, then the grievance may be referred, in writing, by the party having carriage of the grievance to arbitration as provided in Article 10 at any time within ten (10) days after the decision is received under Step 3.

ARTICLE 9 - DISCHARGE AND DISCIPLINARY ACTION

9.01 No employees shall be disciplined or discharged on his or her day off.

9.02 A claim by a full-time employee that has been discharged or suspended without just cause shall be proper subject for a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure within ten (10) days after the employee receives notice that he or she has been discharged or suspended as the case may be.

The Employer shall notify the Union of the discharge of a full-time seniority employee within three (3) days of the discharge.

9.03 DISCIPLINARY MEETINGS AND RECORDS

(1) Employees required to attend investigative meetings with the Employer which may result in discipline or to attend meetings held for the purpose of issuing discipline shall, if they request, be represented by a Union steward. The employer shall notify the employee of such right to representation.

(2) Disciplinary notations on an employee's file shall not be used for the purposes supporting further discipline if the employee has a clean record for:

Year 1	-	24 months
Year 2	-	18 months
Year 3	-	12 months

9.04 Pursuant to being discharged, an employee shall be allowed to confer with his shop steward for a reasonable length of time (up to one-half (½) hour) before leaving the Employer's premises.

ARTICLE 10 - ARBITRATION

10.01 In the event that the grievance is not settled at Step 3, the party having carriage of the grievance may request arbitration of the grievance by giving notice in writing to the other party within ten (10) days from the delivery of the decision at Step 3, but not thereafter. If a request for arbitration is not given within such ten (10) day period, the decision at Step 3 shall be final and binding upon both parties to this Agreement and upon any employee involved.

10.02 When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such a request in writing addressed to the other party to this agreement and at the same time appoint a nominee. Within five (5) days thereafter the other party shall appoint a nominee as herein required. The two nominees so appointed, shall attempt to select by agreement a chairman of the

arbitration board. If they are unable to agree upon a chairman within a period of five (5) days, either of the parties shall then request the Minister of Labour for the province of Ontario to appoint an impartial arbitrator, who shall be chosen having regard to his qualifications in interpreting collective agreements.

10.03 The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee or employees affected by it. The arbitrator shall give a decision within thirty (30) days after hearings on the matter submitted to arbitration are concluded. This time period for giving a decision may be extended at the discretion of the sole arbitrator so long as he or she states in his or her decision the reasons for extending the time.

10.04 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

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

10.06 The proceedings of the arbitrator will be expedited by the parties hereto, and the decision will be final and binding upon the parties hereto and the employee or employees concerned.

10.07 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the arbitrator.

ARTICLE 11 - SENIORITY

11.01 Seniority is defined for the purposes of this Agreement as the length of continuous service of an employee with the Employer computed from the date that the employee commenced employment with the Employer, provided that the employee has completed the probationary period set forth in Article 11.02 hereof. Seniority shall apply only to the extent specifically provided in this Agreement. If two (2) or more employees have the same seniority date, they will be placed on the seniority list in alphabetical order.

11.02 An employee shall be considered a probationary employee and shall not have any seniority rights until he or she has completed fifty (50) days of work. The layoff of an employee during his or her probationary period shall be at the sole and absolute discretion of the Employer.

11.03 The Employer shall have the right to discharge an employee during his or her probationary period where, in the opinion of the Employer, the continued employment of the probationary employee is not in the best interest of the Employer. It is agreed that such standard amounts to a lesser standard than just cause in accordance with the Ontario Labour Relations Act.

11.04 Upon completion of the probationary period, the employee's name will be entered on the appropriate departmental seniority lists with the seniority dated from the date last hired.

The departments for seniority purposes are:

Banquets	Maintenance
Beverage Lounges	Room Service/Mini Bar Service
Food & Beverage Outlets	Stewarding
Housekeeping	Receiving
Kitchen	Reservations
Laundry	Services

11.05 The Employer shall maintain up-to-date departmental seniority lists showing each employee's seniority date and his classification. Copies of such lists shall be supplied to the Union at intervals of six (6) months and posted on the Bulletin Board.

11.06 In the event it becomes necessary to layoff employees, the Employer shall, on a departmental basis, consider the skill, ability and seniority of the employees in the department and where their skill and ability are relatively equal in the judgment of the Employer, shall layoff the least senior employees.

11.07 The Employer shall post notices of all promotional opportunities within the bargaining unit for five (5) working days. Employees who have at least six (6) months' seniority with the Employer may make written applications for such opportunities.

11.08 The following factors shall be considered by the Employer in filling the posted positions:

(a) departmental seniority;

(b) skill, ability and efficiency to perform the work.

Where skill, ability and efficiency of two (2) or more employees to perform the work is relatively equal in the opinion of the Employer, factor (a) shall govern.

11.09 No job shall be assigned to an employee on a permanent basis unless it has been filled through the posting procedure outlined above.

11.10 The name of the successful applicant for the posted job shall be posted on the Bulletin Board.

11.11 The successful applicant shall not be able to apply for another posting for a period of **six (6)** months..

11.12 An employee shall **lose** all seniority and his employment deemed to have been terminated if he or she:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is laid off for a period of:
 - year 1 and 2 - nine (9) months:
 - year 3 - twelve **(12)** months.
- (d) fails to return to work upon **termination** of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Employer have been made for an extension of such leave; and have been confirmed in writing: or an employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (e) fails to return to work within five **(5)** calendar days after being recalled from layoff by notice sent by registered mail, or fails to advise of his intention to return within three (3) days following such notice;
- (f) is absent without leave for three (3) working days without properly calling in a valid reason for failing to do so;
- (g) for **use** of alcohol or use of prohibited drugs **on** Employer property or theft of any amount of Employer or guest property. **When** responding to incidents of theft of **guest** property, the employer **shall** request a signed statement from the guest. However, it is understood that the **employer's** right to terminate under this clause is in no way limited by a guest's failure to provide such a statement.

11.13 **PREFERENTIAL SENIORITY**

The chief steward plus nine **(9)** other **shop** stewards **who** have a minimum of two **(2)** years seniority shall **have company wide seniority** In the **case of** layoff and therefore **be** retained wherever they have the skill or ability to **perform** the available work. The Union shall provide the Employer with the names of the persons affected and **the** order in which they are to **be** recognized.

11.14 **Any mutual** exchange of shifts by employees must **be** approved by the department **head** at least **twenty-four (24)** hours prior to the requested change. It is understood that such shift exchange will not **be** approved where any additional overtime would **be** created as the result of the shift exchange.

11.15 If the employer changes **an** employee's shift schedule, the employee will **be** given **twenty-four (24)** hours notice of the change excepting **cases** of emergency or **unforeseen** circumstances.

11.16 During the course of this agreement, if the employer establishes a new job classification for a full time position, a rate will be set and the union will be notified. If the union disagrees with the rate, the union will advise the employer within thirty (30) days of notification, after which a meeting will be held to negotiate the rate. If no agreement can be reached, the union may refer the issue to arbitration within thirty (30) days of the meeting.

11.17 If an employee works at a higher rated position for two (2) hours or more, he or she shall be paid the higher rate; if it is less the employee retains his or her hourly rate.

11.18 When an employee transfers into another department his or her departmental seniority, for the purpose of scheduling in the new department shall be the effective date of the transfer and he or she shall be placed at the bottom of the new departmental seniority list.

ARTICLE 12 - HOURS OF WORK

12.01 The provisions of this Article are intended to define the normal hours of work as a basis for calculating time worked and shall not be construed as a guarantee of hours of work per day or per week, nor a guarantee of a working schedule.

12.02 The normal work week shall consist of forty (40) hours per week. However, the Employer shall have the right to schedule working hours of less than forty (40) hours per week subject to the availability of work.

12.03 REDUCTION OF HOURS IN A DEPARTMENT

Employees (except banquet employees) can use seniority to be scheduled for up to forty (40) hours a week, subject to the availability of hours. Banquet employees can use seniority to be scheduled for up to forty-four (44) hours per week, subject to the availability of hours. In the event that there is a need to reduce hours in a department, it will be done on the basis of seniority.

12.04 The Employer shall, whenever possible, post shift schedules at least three (3) days in advance.

12.05 Employees are entitled to a paid fifteen (15) minute rest period for each four (4) hours worked at a time determined by the Employer and consistent with efficient operations.

(a) Employees are entitled to a half (½) hour unpaid meal break during each shift of five (5) hours or more, to be taken at a time to be designated by the Employer.

12.06 Seniority shall apply to entitlement to available days off and shift preference on available shifts, within job classifications, subject to the following:

1) the employee providing a minimum of one (1) week's notice in writing prior to the posting of the following week's work schedule, of the employee's desire to alter the employee's existing shift assignment;

2) the employer being able to maintain a qualified and efficient workforce.

The employer shall respond to an employee making a request under this provision within forty-eight (48) hours of receiving the written request.

12.07 To the extent that hours are compensated for at overtime rates under one provision, they shall not **be** counted as hours worked in determining overtime under the same or any other provision and there shall **be** no duplication or pyramiding of overtime or other premium payment.

12.08 With the exception of the banquet staff, overtime at the rate of time and one-half (1½) of the employee's basic rate of pay shall be paid:

(a) For authorized hours worked in **excess** of eight (8) hours per day,
or

(b) For authorized hours worked in excess of forty (40) hours per **week**.
Banquet Staff

Overtime at the rate of time and one-half (1½) of the **employee's** basic rate of pay shall **be** paid for authorized hours in excess of **forty-four (44)** hours per week or daily overtime after **twelve (12)** hours per day for banquet sewers only.

12.09 **MINIMUM REPORTING ALLOWANCES**

An employee who reports for work at his or her regular time and who is sent home because **no** work is available or commences to **work** but is assigned less than eight (8) hours' work, shall receive a minimum of four (4) hours **pay** at the appropriate hourly **rate**. This **provision shall not apply** in **circumstances beyond** the reasonable control of **the** Employer. (Examples: such as fire, **flood**, major equipment failure.)

12.10 **When an employee** has not been working **because** of illness, leave of absence or any other causes, it shall **be** his or her responsibility to **arrange** with the Employer for his or her return to work prior to his or her intended date of return, **and** if the employee fails to **do** so he or she shall not **be entitled** to **the** reporting allowance as herein provided.

12.11 It is the employee's obligation to **keep** the Employer and Union informed of his or her **correct** Social Insurance Number, address and **current** telephone number, and **the** Employer shall not **be** liable for any payment hereunder unless arrangements have **been** so made.

12.12 CALL BACK ALLOWANCE

An employee who has left after the completion of his or her regular shift and is called back to work and agrees to do so, shall receive a minimum of four (4) hours pay.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 The Employer may, at its discretion, grant a leave of absence without pay and without loss of seniority to an employee who has a minimum of one year's seniority for personal reasons. All requests for such leave of absence shall be in writing as far in advance as practical. The Employer agrees to reply to such request in writing within seven (7) working days whenever possible. The maximum period for which such a leave shall be granted will be three (3) months.

It is understood that employees on leave of absence shall not use the time granted for purposes other than as declared in their request for such leave.

The Union shall be notified of all leaves granted under this Article and shall be provided with a copy of the document setting out the terms and conditions of the leave of absence.

13.02 UNION EDUCATIONAL LEAVE

Employees who have been selected by the Union to attend Union conventions or conferences or attend to other Union business shall be granted a leave of absence by the Employer on the following conditions:

- the maximum one (1) person per department is on such leave of absence at any one (1) time;
- the Employer receives written notice from the business agent of not less than thirty (30) days prior to the start of the leave of absence.

13.03 The Employer agrees to grant an employee a leave of absence without pay for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union. The Union agrees to notify the Employer thirty (30) days prior to the return to work of such employee.

ARTICLE 14 - PREGNANCY AND PARENTAL LEAVE

14.01 The Employer agrees that employees shall be entitled to Pregnancy and Parental leave benefits under the provisions of the Employment Standards Act.

ARTICLE 15 - JURY DUTY AND CROWN WITNESS

15.01 Should a seniority employee be called to serve on a jury, or be subpoenaed as a witness, the employee shall be **paid** the difference between his or her regular straight-time hourly wage rate for all regular hours necessarily lost and the jury or witness fees received.

ARTICLE 16 - PAYMENT FOR INJURED WORKERS

16.01 In the event that an employee is injured in the performance of his or her duties, he or **she** shall, to the extent that he or she **is** required to stop work and receive treatment, **be** paid **the** regular straight-time hourly wage rate lost for the balance remaining of his or her shift. The Employer shall provide and arrange for suitable transportation for the employee to the doctor or hospital and back to the Employer.

ARTICLE 17 - BONDING

17.01 It **is** expressly understood that **as** a condition of employment each employee must **be** and remain acceptable for bonding purposes **and** it is agreed that failure by the employee to **be and** remain acceptable to the Employer's bonding company, immediately **terminates** his or **her** employment **regardless of seniority** or other conditions.

ARTICLE 18 - INDIVIDUAL AGREEMENT

18.01 No employee covered by this **agreement** will enter into any individual contract or **agreement** with the **company** concerning wages or working **conditions** that will in any way conflict with the **terms** of this agreement.

ARTICLE 19 - HOLIDAYS

19.01 Employees in the active **employ** of the employer who have **completed** their probationary period and who are not required to work on the holiday **concerned** shall receive pay for the following holidays:

News Years Day	Canada Day
Boxing Day	Good Friday
Victoria Day	Civic Holiday
Labour Day	Thanksgiving Day

Remembrance Day Christmas Day
(effective Year 3 (1997) - Anniversary of Employment)

19.02 Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday, at his regular straight time hourly rate of pay.

19.03 In order to qualify for holiday pay, the employee must work his scheduled shift on each of the work days immediately preceding and immediately following the holiday concerned.

19.04 If an employee works on one of ~~the above-named~~ paid statutory holidays, he will receive payment at time and ~~one-half~~ for the hours actually worked by him in addition to receiving his holiday pay.

19.05 In the event that one or more of the ~~above-named~~ holidays occurs during the eligible employee's vacation, the company shall grant the extra day's holiday with pay to the eligible ~~employee~~ as provided herein.

19.06 If an employee is not eligible for payment for a declared holiday and is required to work, he or she shall receive ~~one and one-half times~~ the regular straight time hourly rate of pay for hours worked that ~~day~~.

ARTICLE 20 - VACATIONS

20.01 Employees in the active employ of ~~the~~ employer shall be entitled to an annual vacation with pay in accordance with the following schedule:

- a) ~~employees~~ who have ~~completed one~~ (1) year of continuous employment with the employer shall be entitled to ~~two~~ weeks of vacation with pay equivalent to four (4) per cent of their total pay earned during the ~~twelve~~ (12) months prior to the completion of one (1) year of continuous employment;
- b) employees who have completed three (3) years or more of continuous employment with the employer shall be entitled to three (3) weeks of vacation with pay equivalent to ~~six~~ (6) per cent of their total pay earned during the preceding twelve (12) months prior to the date of completion of the continuous service concerned;
- c) employees who have completed seven (7) years or more of continuous employment with the employer shall be entitled to four (4) weeks of vacation with pay equivalent to eight (8) per cent of their total pay earned during the preceding ~~twelve~~ (12) months prior to the date of completion of the continuous service concerned.
- d) Employees who have completed sixteen (16) years or more of continuous employment with the Employer shall be entitled to ~~five~~ (5) weeks of vacation with pay equivalent to ten percent (10%) of their total pay earned during the preceding

twelve (12) months prior to the date of completion of the continuous service concerned.

20.02 "Total pay" shall include wages received for work performed at either a straight time or time and one-half rate and holiday pay. Vacation shall **be** granted **as** scheduled **by** the employer. Vacation pay shall be paid on separate cheque if requested.

20.03 The company agrees to post a vacation schedule in each department by February 1 of each year. Employees by seniority will indicate their preference. The vacation schedule in its final form will **be** posted in the department by March 31 of each year. **The** vacation schedule may **be** altered by mutual agreement between the employer and the employee.

20.04 Vacation credits shall not **be** credited for one year to the next. All vacation accrued in a year must be taken within the twelve (12) month period following the year in which the vacation time was earned.

ARTICLE 21 - COMPASSIONATE LEAVE

21.01 It is agreed that after an employee has completed his or her probationary period, the employer shall grant three (3) consecutive days leave of absence with pay for the purpose of attending the funeral or making other arrangements on the death of the employee's spouse, parent, child, sister, brother, **grandchild**, mother-in-law, father-in-law or common-law spouse.

21.02 One (1) day's leave of absence with pay shall **be** granted on the death of the **employee's** brother-in-law, sister-in-law or **grandparent** for the purpose of attending the funeral.

21.03 If a bereavement **leave** referred to in this Article coincides with vacations or other days on which the employee would not normally work, no payment shall **be** made by the employer.

21.04 In **the** event **an** employee cannot attend **the** funeral of any of the relatives described in 21.01 or 21.02, the company shall grant one (1) day's leave of absence with pay.

21.05 Payment shall **be** made at the employee's regular straight time hourly wage rate **based** on the number of normal hours of work the employee would otherwise have worked.

21.06 The employer reserves the right to request proof of bereavement.

ARTICLE 22 - HEALTH AND WELFARE

22.01 The Company agrees to provide during the term of this agreement, contributions to the Union's health and welfare plan as set out below:

- 1) Year 1 - effective June 1, 1995 - monthly payment of one hundred dollars (\$100) per employee;
- 2) Year 2 - effective May 1, 1996 - monthly payment of one hundred and ten dollars (\$110) per employee;
- 3) Year 3 - effective May 1, 1997 - monthly payment of one hundred and ten dollars (\$110) per employee.

ARTICLE 23 - HUMANITY FUND

23.01 The Company agrees to deduct on a weekly basis the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for hours worked and to remit such amounts to the Union office together with the names and amounts paid by each employee in the bargaining unit on whose behalf such payments have been made.

ARTICLE 24 - TRAINING PREMIUM

24.01 The Company agrees to pay a premium of fifty cents (\$0.50) per hour to an employee who is requested to train another employee for the duration when such training is being carried out.

ARTICLE 25 - BULLETIN BOARDS

25.01 The employer shall provide space on the employee information bulletin boards for the use of the union. All union notices must be signed by an official of the union and submitted to the Human Resources Department for approval before being posted. The union agrees that it shall not distribute pamphlets or other publications on the premises of the employer without prior written approval of the employer.

ARTICLE 26 - HEALTH, SAFETY AND ENVIRONMENT

26.01 The company and the union shall maintain a joint occupational health and safety and environment committee consisting of one representative per department elected or appointed by the union and a number of members appointed by the employer. The number of employer representatives shall not exceed the number of employee representatives. The members of this committee shall carry out their duties and responsibilities in accordance with the provisions of the Occupational Health and Safety Act.

26.02 One management and one employee representative on the Joint Health, Safety and Environment Committees shall be eligible to participate in training programs offered by the Workers' Health and Safety Centre (WHSC). The employer shall provide time off without loss of pay for the representatives to participate in this training as is required by the legislation. The employee representative trained shall become the "certified member representing workers".

ARTICLE 27 - WORKING CONDITIONS

27.01 GENERAL

1) Meals for Staff

The Hotel will provide a complimentary duty meal to each full-time employee during their shift.

2) Safety Shoes

The Employer shall reimburse employees for up to fifty dollars (\$50) per year per employee for those employees who are required to wear safety footwear.

3) Broken and Replaced Tools

The Employer will replace broken or worn tools for maintenance or culinary employees to a maximum of one hundred dollars (\$100) per year per employee.

4) Uniform Cleaning

The Employer agrees to continue its current practice regarding the cleaning of uniforms.

27.02 BANQUET DEPARTMENT

1)(a) Banquet Gratuities

The bargaining unit portion of banquet gratuities shall be as follows:

Effective May 8, 1995: Bargaining Unit portion 70%

Effective May 8, 1996: Bargaining Unit portion 72.5%

Effective May 8, 1997: Bargaining Unit portion 75%

1)(b) Gratuity Posting

The Employer agrees to post total gratuities from functions of the prior day on the day following the function.

1)(c) Gratuities

The steward shall have access to relevant records to verify the amount of the bargaining unit portion of the gratuity split.

2) Gratuity for Complimentary Functions

The Employer agrees to continue its current practice regarding gratuities for complimentary (in-house) functions.

3) Gratuity: Temporary Assignment to Banquet Captain

When temporarily assigned to the banquet captain position, the lead-house person and the lead-server will not receive gratuities out of the bargaining unit gratuity pool.

4) Banquet Server: Hours

The Employer agrees to maximize the hours of banquet servers up to forty-four (44) hours per week when such hours are available.

5) Banquet Covers

The Employer will endeavour to schedule banquet staff in accordance with the following covers. However, it is recognized that the covers will not be appropriate for certain functions and therefore not applicable:

Cover Guidelines:

<u>Meal</u>	<u>Maximum</u>	<u>Minimum</u>
Buffet	35	20
Cont. Breakfast	48	20
Plated	24	20
Hot Breakfast	32	20

6) Lead Server / Lead House Person - Seniority

When a lead sewer or lead houseperson is functioning as a server, he or she will fall under the seniority list (ie. no super seniority).

27.03 BELL PERSONS

1) Gratuities

The following rates shall apply for bell persons handling baggage for tour buses:

Effective May 8, 1995	Effective May 8, 1997
In-charge \$1.50 per bag	In-charge \$1.75 per bag
Out-charge \$1.50 per bag	Out-charge \$1.75 per bag

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



2) Organized Delivery

It is agreed that bell persons shall receive a premium of one dollar (\$1) per item for organized deliveries. For the purposes of this clause, 'organized delivery' is defined as follows: a ~~pre-planned~~ delivery involving a delivery to a group guest room (ie. tours, conventions, conferences).

27.04 ROOM SERVICE

1) Gratuity for Bar Set-Up

The room service server shall receive a twenty dollar (\$20) gratuity for bar set-up. It is understood that the twenty dollar (\$20) gratuity does not apply to a banquet houseperson involved in bar ~~set-up~~.

2) Guest Cheque

The Employer agrees to indicate a ~~fifteen~~ percent (15%) gratuity on the guest cheque for room service deliveries. If the guest refuses to pay, the guest will not ~~be forced to~~ pay and the gratuity charge will ~~be~~ removed.

27.05 ROOM ATTENDANTS

1) The number of rooms each room attendant is normally ~~expected~~ to complete on a normal eight (8) hour shift is sixteen (16) rooms. If in the judgement of a room attendant, damage has been done to the room which will necessitate a significantly longer time spent cleaning it, a supervisor ~~must be~~ notified. If the supervisor concurs, someone will ~~be~~ assigned to assist the room attendant. If there is no one available, the room attendant will either ~~be~~ assigned to another room or have the day's room quota reduced by one (1) room.

Clarity Note: The Prince Rupert and Hudson Bay rooms shall ~~be~~ treated as two (2) rooms for the purposes of the quota.

Cots: The employer agrees to pay a one dollar (1) premium for each cot in a room assigned to a room attendant.

ARTICLE 28 - WAGES

28.01 See attached wage schedule.

ARTICLE 29 - DURATION

29.01 This agreement shall come into effect on the ~~sixth (6th)~~ day of May, 1995 and shall continue in effect until the ~~fifth (5th)~~ day of May, 1998 and shall continue thereafter for annual periods of one (1) year ~~Each~~ unless either party notifies the other in writing not ~~less~~ than thirty (30) days and not more than ninety (90) days prior to the

expiration date that it desires to amend or terminate this agreement.

DATED AT *Mississauga* ONTARIO, MIS *20th* DAY OF *July*, 1995.

FOR THE UNION
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE COMPANY
[Signature]
[Signature]

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BGH/sr
July 19, 1995
BH000501.DMI

[Signature]

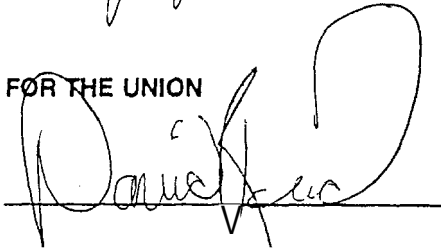
LETTER OF UNDERSTANDING

Re: Clarification of Intent of "Current Practice" **for the Purpose of Article 2.05**

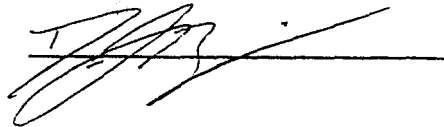
It is understood that "current practice" does not contemplate a bargaining unit person being sent home prior to the end of a scheduled shift in circumstances where a non-bargaining unit person performs their work.

DATED: *July 20th 1995*

FOR THE UNION

A handwritten signature in black ink, appearing to be "D. [unclear]", written over a horizontal line.

FOR THE COMPANY

A handwritten signature in black ink, appearing to be "T. [unclear]", written over a horizontal line.

SCHEDULE A

CLASSIFICATION	EFFECTIVE MAY 8, 1995		EFFECTIVE MAY 6, 1996		EFFECTIVE MAY 6, 1997	
	PROBATIONARY RATE	CLASSIFICATION RATE	PROBATIONARY RATE	CLASSIFICATION RATE	PROBATIONARY RATE	CLASSIFICATION RATE
BANQUETS Lead Server Server Lead Houseperson Houseperson Bartender	\$6.92	\$7.26	\$7.06	\$7.41	\$7.20	\$7.56
	\$6.44	\$6.76	\$6.57	\$6.90	\$6.70	\$7.04
	\$7.65	\$8.07	\$7.81	\$8.23	\$7.96	\$8.40
	\$7.65	\$8.04	\$7.81	\$8.20	\$7.96	\$8.36
BEVERAGE LOUNGES Bartender Server	\$7.49	\$8.14	\$7.64	\$8.30	\$7.79	\$8.47
	\$9.04	\$9.49	\$9.22	\$9.67	\$9.40	\$9.87
FOOD & BEVERAGE OUTLETS Server Hostess/Cashier Busperson	\$6.44	\$6.76	\$6.57	\$6.90	\$6.70	\$7.03
	\$9.52	\$9.94	\$9.90	\$10.34	\$10.30	\$10.75
KITCHEN Chef de Partie Pastry Chef First Cook Second Cook 3rd Yr. Apprentice 2nd Yr. Apprentice 1st Yr. Apprentice	\$7.06	\$7.63	\$7.20	\$7.78	\$7.35	\$7.94
	\$13.45	\$14.19	\$13.99	\$14.76	\$14.55	\$15.35
	\$15.00	\$15.75	\$15.60	\$16.38	\$16.22	\$17.04
	\$12.33	\$13.18	\$12.82	\$13.71	\$13.33	\$14.26
	\$11.19	\$12.08	\$11.64	\$12.56	\$12.11	\$13.07
	\$9.90	\$11.00	\$10.30	\$11.44	\$10.71	\$11.90
	\$9.24	\$9.70	\$9.61	\$10.09	\$9.99	\$10.49
	\$8.02	\$8.42	\$8.34	\$8.76	\$8.68	\$9.11

CLASSIFICATION	EFFECTIVE MAY 8, 1995		EFFECTIVE MAY 6, 1996		EFFECTIVE MAY 6, 1997	
	PROBATIONARY RATE	CLASSIFICATION RATE	PROBATIONARY RATE	CLASSIFICATION RATE	PROBATIONARY RATE	CLASSIFICATION RATE
ROOM SERVICE/Mini Bar						
Room Service Server	\$7.53	\$7.90	\$7.68	\$8.06	\$7.83	\$8.22
Mini-Bar Attendant	\$8.30	\$8.98	\$8.63	\$9.34	\$8.98	\$9.71
STEWARDING						
Steward Captain	\$11.45	\$12.08	\$11.91	\$12.56	\$12.39	\$13.07
Steward Helper	\$8.61	\$9.30	\$8.95	\$9.67	\$9.31	\$10.06
Utility Steward	\$9.04	\$9.49	\$9.40	\$9.87	\$9.78	\$10.26
HOUSE KEEPING						
Room Attendant	\$8.96	\$9.68	\$9.32	10.07	\$9.69	\$10.47
Houseperson	\$8.96	\$9.68	\$9.32	10.07	\$9.69	\$10.47
LAUNDRY						
Finisher	\$8.87	\$9.58	\$9.23	\$9.96	\$9.60	\$10.36
Washer	\$9.07	\$9.81	\$9.43	\$10.20	\$9.81	\$10.61
MAINTENANCE						
Maintenance Person II	\$11.68	\$12.26	\$12.15	\$12.75	\$12.63	\$13.26
Maintenance Person III	\$11.48	\$12.04	\$11.94	\$12.52	\$12.41	\$13.02
Helper	\$9.39	\$10.00	\$9.77	\$10.40	\$10.16	\$10.82

CLASSIFICATION	EFFECTIVE MAY 8, 1995		EFFECTIVE MAY 6, 1996		EFFECTIVE MAY 6, 1997	
	PROBATIONARY RATE	CLASSIFICATION RATE	PROBATIONARY RATE	CLASSIFICATION RATE	PROBATIONARY RATE	CLASSIFICATION RATE
RECEIVING Clerk II Clerk I	\$10.71 \$11.25	\$11.47 \$11.81	\$11.14 \$11.70	\$11.93 \$12.28	\$11.59 \$12.17	\$12.41 \$12.77
RESER- VATIONS Reservations Agent	\$9.71	\$10.50	\$10.10	\$10.92	\$10.51	\$11.36
SERVICE Bellperson Driver Doorperson	\$7.86 \$8.11 \$7.86	\$8.53 \$8.53 \$8.53	\$8.02 \$8.27 \$8.02	\$8.70 \$8.70 \$8.70	\$8.18 \$8.44 \$8.18	\$8.87 \$8.87 \$8.87