

**COLLECTIVE
AGREEMENT**

BETWEEN

THE
WESTIN PRINCE TORONTO
(Hereinafter referred to as The Employer)

and

THE HOTEL EMPLOYEES RESTAURANT
EMPLOYEES UNION, LOCAL 75
OF THE HOTEL EMPLOYEES'
RESTAURANT EMPLOYEES'
INTERNATIONAL UNION
A.F.L., C.L.O. and C.L.C., O.F.L.
(Hereinafter referred to as The Union)

2002 – 2006

11241/031

INDEX

ARTICLE		PAGE
-	General Information	3
1	Purpose	4
2	Scope	4
3	Recognition	4
4	Relationship	4
5	Union Security	5
6	Union Office	6
7	Reservation of Management Rights	7
8	No Strike or Lock-Outs	8
9	Negotiating Committees	8
10	Shop Stewards	9
11	Qualification of Stewards	10
12	Discipline and Discussion	10
13	Grievance Procedure	11
14	Union Grievance	12
15	Management Grievances	13
16	Discharge Cases	13
17	Arbitration of Grievances	14
18	Bulletin Boards	15
19	Municipal, Provincial and Federal Law	15
20	Seniority	15
21	Subcontracting	19
22	Leave of Absence	20
23	Hours of Work and Working Conditions	21
24	Overtime Regulations - Daily Basis	22
25	Other Working Conditions	23
26	Uniforms	25
27	Vacations	25
28	Paid Holiday Privileges	26
29	Safety and Health	28
30	Health and Welfare/Weekly Indemnity Plan	29
31	Bereavement Leave	30
32	Pension Plan	31
33	Cash Wage Plan	31
34	Room Service	33
35	Service Department	33
36	Banquet Department	34
37	Housekeeping Department	39
38	Life Long Learning Fund	39
39	Culture Fund	39
40	Retirement	39
41	Terminations or Modifications	39

GENERAL INFORMATION

UNION HEADQUARTERS

416-216-0875

This is your union. Please feel free to drop by Local 75's headquarters...which is located at 229 Yonge Street, Suite 502, Toronto, Ontario M5B 1N9

The Hotel Workers 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 & 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.

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 Business Agent at your Union Headquarters.

NEW MEMBERS

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

UNION DUES

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

WITHDRAWAL AND TRAVELING 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 office to secure an Honourable Withdrawal and Traveling Card. These cards are only issued to member's current in union dues.

A Withdrawal Card will enable you to re-enter the Hotel Workers 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.

ARTICLE 2 - SCOPE

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees at The Westin Prince Hotel, save and except supervisors, persons above the rank of supervisor, Catering and Sales office, Front Desk and Reservation Clerks, Accounting and Human Resources, Administration, office staff and purchasing.
- 2.02 All employees who regularly work twenty-four (24) 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 twenty-four (24) hours per week or as amended in paragraphs 30.03 and 32.03.
- 2.04 Articles 23.01, 23.02, 23.04 and Articles 27, 28, 31 and 32 shall not apply to part-time employees classifications except where specified in such schedules.
The employer shall insure that any new hires within the references 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 persons who are not covered under the scope, will not be scheduled to work and perform duties under any of the classifications unless in an emergency.

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 Employer and the union agree that there will be no discrimination,

interference, restraint exercised or practiced by either of them or their representatives or members because of employees' Union activity.

- 4.02 The Company and the Union agree that there shall be no discrimination based on sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, sexual orientation, family status or handicap. Violation of this provision may **result** in discipline.
- 4.03 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.
- 4.04 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 this Collective Agreement.
- 4.05 There shall be a Labour Management Committee comprised of three (3) representatives of the Union and three (3) representatives of Management. The function of this committee should be to discuss matters of mutual concern to the parties, but it is understood and agreed that the committee will not discuss grievances or utilize the meeting agenda to circumvent the grievance procedure. The committee shall meet on a regular basis or at a time mutually agreed upon by both parties. Workers will be fully compensated for lost time to attend meetings.**

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 the employees' first pay in each month.
- 5.02 The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an employee, on the employee's first (1st) 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 **listing the employee's first and last name and a list (first and last names) of those for whom deductions were not made with a reason as to why no deductions were made. Include "Address, Phone Numbers, Department, Classification, Wage Rate, Status (Full time or Part time) and Start Day"**, forwarded **electronically by e-mail** and the amount shall be forwarded to and received by the Treasurer of the Local Union along with the Employees' Social Insurance Number on 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/her 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 Rights clause as spelled out in this Agreement.
- 6.04 It is understood that the amount of initiation fees and dues is determined by the Local Union, or by Union International Convention, can be changed by the Local Union or by Union International Convention at any time to comply with such Local or Convention decisions regarding same, and this, authorized check-off will hold harmless both the Employer and the Local Union if so directed. Union dues for Casual Banquet Employees will be \$5.00 per function, to a maximum of \$20.00 per month per Casual Banquet Employee. If the Casual Banquet Employee works five (5) functions or more per month the employee will pay full Union dues. This provision will be applied subject to sixty (60) days notice in writing, from the Union to the Westin Prince Hotel.
- 6.05 Seniority lists are to be provided to the Union every three (3) months.

- 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, 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 to be taken up through the appeal procedure of the Union
- 6.08 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.
- 6.09 Nothing in this above Agreement or in the general body of the Contract shall be construed as limiting to any degree the right of the 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 to be completely apart from the contract and shall be regarded as premium rates for special skill or ability; such special rates shall not become the basis for a general increase in the scale in classifications concerned.
- 6.10 The hotel agrees to pay for ½ of the cost of printing the Collective Agreement.

ARTICLE 7 - RESERVATION OF MANAGEMENT RIGHTS

- 7.01 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 or retire 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 services 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, subcontract, or make necessary arrangements due to a change in the Employer's policies;
- (f) it is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of the Agreement and it is understood that a claim by an employee or employees that the Employer has so exercised these rights shall be proper subject matter for a grievance.

ARTICLE 8 - NO STRIKES OR LOCK-OUTS

- 8.01 The Employer agrees that during the life of the 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 employees covered by this Agreement, which will stop or interfere with production or services.
- 8.02 The words "strike" and lock-out" in the Agreement shall mean "strike" and "lock-out" as defined in the Ontario Labour Relations Act.
- 8.03 If an illegal strike occurs the Union will instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner.
- 8.04 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 work day occurring during this Agreement regardless of any labour strife or problems confronting the Employer or any other employees.

ARTICLE 9 - NEGOTIATING COMMITTEES

- 9.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee that will consist of six (6) Union members and H.E.R.E. Local 75 Business Representative 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.

- 9.02 Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Westin Prince Hotel.
- 9.03 It is clearly understood that the Negotiating Committee 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 this Agreement at the proper time as provided for herein. In accordance with this understanding the Employer will compensate the 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. For the purpose of interpreting the number of people to receive payment on this committee the employer agrees to pay six (6) people on the negotiating committee. If the hotel enters into joint negotiations in the future, two (2) people, one gratuity and one (1) non-gratuity employee will be paid.

ARTICLE 10 - SHOP STEWARDS

- 10.01 The Westin Prince Hotel 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 within which each one is to function is determined by the schedule attached hereto:

**ALL F & B OUTLETS EXCLUDING KATSURA
HOUSEKEEPING/LAUNDRY
MAINTENANCE
SERVICE EXPRESS
STEWARDING
KITCHEN
KATSURA
BANQUETS
BELLSTAND**

- 10.02 The Union will inform the Employer in writing of the identity of the Stewards and the Employer shall not be obliged to recognise such personnel until it has been informed.
- 10.03 The Union acknowledges that Stewards, members of committees 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 from 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.

10.04 Where a Shop Steward, Union committee member or Union Official employed by the Employer is temporarily absent with permission, as aforesaid, **he/she** shall receive **his/her** 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.

10.05 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 11 - QUALIFICATION OF STEWARDS

11.01 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 become permanent employees, and have been placed on the seniority list. An employee on lay off, or on notice of lay off, cannot be appointed as a steward.

11.02 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 three (3) weeks in advance and that it will not prevent the Employer to maintain an adequate and qualified work force.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.01(a) **Employee warning notices shall be removed from employee file after 12 months, should the offense not be repeated. Employee suspension notices shall be removed after 24 months should the offense not be repeated.**

- (b) Employees will be granted access to their personnel file. Twenty-four(24) hours 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.

12.02 Discipline and discharge notices issued to 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/her 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 acknowledgement of receipt of same. The signing of this notice is not an admission of guilt.

12.03 If an employee has any complaint or question, which he/she wishes to discuss 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 requires such assistance.

12.04 In all cases of discipline (including discharge), the Employer will ensure that the employee will be provided the opportunity to have the assistance of a Shop Steward. Should the employee not wish to have Union representation they will sign a waiver.

ARTICLE 13 -GRIEVANCE PROCEDURE

13.01 It is a mutual desire of the parties hereto that complaints of employees shall be adjusted within seven (7) days of incident.

13.02 It is generally understood that an employee has no grievance until he/she has first given his/her Department Head an opportunity to adjust his/her complaint.

13.03 There shall be an earnest effort on the part of both parties to settle any incident promptly, through the following steps

Step 1

By a meeting between the aggrieved employee and his/her immediate supervisor, the employee will be accompanied by his/her area steward, after reviewing the incident the immediate supervisor will give his/her decision within twenty-four (24) hours.

Step 2

If the matter is not settled, the grievance shall be put in writing and presented to the department manager within forty-eight **(48)** hours. The written grievance shall set out the facts and nature of the claim and shall be signed by the employee and the shop steward. The department manager will give his/her reply in writing within forty-eight **(48)** hours.

Step 3

If the matter is still not settled, a meeting will be held at a mutually agreed time, preferably within seven **(7)** working days, between the shop steward, a union representative, the personnel manager and a management representative. The grievor and any witnesses may be required to attend if requested by either party. Every effort must be made by both parties to settle the grievance. **If the matter cannot be settled at this meeting then the matter may be referred to Mediation and then Arbitration:**

By mutual consent of both parties a request for the services of a mediator shall be made within seven **(7)** working days.

If arbitration is to be invoked the request for arbitration must be made in writing within ten (10) calendar days after the grievance has been dealt with in mediation.

13.04 The time limits and other procedural requirements set out in Articles 13 & 16 are directory and alterations of these time frames must be mutually agreed to by the Union and the Hotel.

ARTICLE 14 - UNION GRIEVANCE

14.01 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 ten (10) day period of such incident.

14.02 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 steps of the grievance procedure of an employee. The Union may refer the grievance to Step 3 or arbitration without going through **all** steps of the grievance procedure.

ARTICLE 15 - MANAGEMENT GRIEVANCES

- 15.01 It is understood that the 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.
- 15.02 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 16 - DISCHARGE CASES

- 16.01 The Union acknowledges that probationary employees may be disciplined or discharged where, in the sole opinion of the Employer, the employee's performance, conduct, attitude, attendance or appearance is unsatisfactory, provided that in making such an evaluation the Company does so in good faith.
- 16.02 A claim by a permanent employee 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 Manager of the Hotel within five (5) days after the employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such cases.
- 16.03 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.
- 16.04 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 the premises.
- 16.05 No employee shall be disciplined or discharged on his/her day off. In any event, the Employer reserves the right to instigate disciplinary action should an employee engage in misconduct while on Employer's premises

on his/her day off.

ARTICLE 17 - ARBITRATION OF GRIEVANCES

17.01 By mutual consent of both Parties a request for the services of a Mediator shall be made within seven (7) working days.

If Arbitration is to be invoked, the request for Arbitration must be made in writing within ten (10) calendar days after the grievance has been dealt with in mediation.

17.02 When either Party requests that a grievance be submitted to Arbitration they shall make such request in writing to the other Party in this Agreement and at the same time recommend a number of Arbitrators. Within ten (10) days, thereafter, the other party shall select one of the recommended Arbitrators or suggest a new list from which the other Party may select one of the recommended Arbitrators. If the Parties are unable to agree upon a single Arbitrator, they shall then request the Ministry of Labour for the Province of Ontario to assist them in selecting an impartial Arbitrator within a thirty (30) day period.

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

17.04 The Parties shall jointly bear the cost of the single Arbitrator, if any.

17.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, not to alter, modify or amend any part of this Agreement.

17.06 No matter may be submitted to Arbitration, which has not been properly carried through all of the previous steps of the grievance procedure.

17.07 The proceedings of the Arbitrator will be expedited by the Parties hereto and the decision of the Arbitrator will be final and binding on the Parties hereto.

17.08 At any stage of the grievance procedure including mediation and Arbitration, the conferring Parties may have the assistance of the employee or employees concerned and any witnesses and all reasonable arrangements will be made to permit the conferring Parties to fully investigate all circumstances.

17.09 The Parties may extend any time limits by mutual consent; the request of such extension and the answer shall be in writing. Such requests shall not be unreasonably denied.

ARTICLE 18 - BULLETIN BOARDS

18.01 The Employer will provide bulletin boards at the employee's entrance of the hotel for the convenience of the Union for posting notices of Union activity. All such notices must be signed by the proper officer of the Local Union, and submitted to the Director, Human Resources for his/her approval before being posted.

18.02 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 the Union will present to the Director, Human Resources said notices for his/her approval and the Director, Human Resources will post the notice. Removal date of said notices will be agreed upon at the time of approval by the Director, Human Resources.

ARTICLE 19 - MUNICIPAL, PROVINCIAL OR FEDERAL LAW

19.01 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 20 - SENIORITY

20.01 A full-time 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. A part-time employee will be considered on probation and will not be placed on a seniority list until after he/she has completed a total of four hundred (400) working hours worked.

20.02 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 **every three (3) months or as requested.**

20.03 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 for food and beverage outlet during the employee's absence.

- 20.04 Temporary Transfers - In the event any employee is assigned to a job other than that to which he/she is permanently assigned for a minimum of one (1) 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 higher, for all hours worked in the assigned position.
- 20.05 An employee cannot be transferred or assigned to a **job** outside of his/her department or food and beverage outlet unless by mutual agreement. Such agreement shall be in writing between the employee and 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.
- 20.06 **So** long as a full-time position exists there shall be no splitting of that position into 2 or more part-time positions without the permission of the Union.
- 20.07 Where the Employer determines that a permanent vacancy exists within a classification within the bargaining unit, such vacancy shall be posted within the hotel *for* a period of six (6) days.

A vacancy occurs when:

- (a) A new position is created
- (b) An employee is permanently transferred, promoted or demoted.
- (c) An employee resigns or is terminated by the Employer and is not reinstated through the grievance procedure.

Departmental seniority will be the governing factor in cases of promotions, demotions or upgrading of employees where all other factors, including skill, ability and efficiency are relatively equal.

Where there are no successful applicants from within the department, employees in other departments shall be considered for such job postings.

The successful applicant will be placed in the vacancy for a trial period not exceeding **fifteen (15)** working days worked and if the employee proves satisfactory, then he/she will be considered permanently assigned to the vacancy. During the trial period, the employer or the employee may decide that the transfer is not successful in which case the employee will have the right to return to the previous position. Should a new employee be hired, then the termination provision of Article 20.19 will apply.

- Employees who successfully transfer from one department to another, re: job postings shall be ineligible for any other transfer for a period of six (6) months.
- 20.08 Seniority. House Seniority applies to benefits, Departmental seniority applies to entitlements such as who gets choice of available days off, vacation, shift preference (on available shift only, full weekly schedule). Job seniority by classification applies to lay-offs.
- 20.09 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.
- 20.10 When recalling employees to work after lay-off, they shall be recalled in inverse order to that in which they are laid-off.
- 20.11 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 only to bump the employee with the lesser seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available, 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.
- 20.12 It is agreed that no fault position will exist if the term of 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.
- 20.13 Part-time employees have seniority only within the part-time classification. Part-time employees are subordinate to full-time employees.
- 20.14 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 the 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.

20.15 Employees who are laid-off will be retained on the Employer's seniority list for a period of twenty-six (26) weeks, after which they may be struck from or be retained on their list with the consent of the Parties to this Agreement, which shall not be unreasonably withheld.

Should employees be laid off due to renovation it is understood that the Employer shall recall laid off employees when the renovation is complete.

20.16 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.

20.17 Unless an employee signifies his/her intention to return to work within five (5) days after being recalled, his/her name shall be passed over and, unless within ten (10) days after being recalled he/she reports to work, or gives a legitimate reason for being unable to do so, he/she shall be struck off the seniority list.

20.18 Should the Hotel close a food and beverage outlet **permanently**, the affected employee may exercise his/her seniority and displace an employee in an equal or lower classification, in another comparable food and beverage outlet, with lesser classification seniority providing the employee has the skill, ability, and efficiency to do the job. The employee must be willing to assume the shift of the displaced employee. Where skill, ability, and efficiency to do the job are equal then classification seniority will be the governing factor and the employee shall retain house seniority, while being required to accumulate departmental seniority in his/her new occupation. Should the hotel close a department the Employer will undertake to place the affected employee into another department, 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 employees 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.

- (a) The employee may elect to stay on the seniority list for a period of twenty-six (26) weeks and be subject to recall for suitable employment as noted above; or,

- (b) 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.

20.19 If any full-time employee is to be absent for thirty (30) days or more, the vacancy shall be posted and a selection shall be made in compliance with 20.07. Upon completion of the period of absence the employee concerned will be returned to their former positions. If a new employee was hired, the person shall be terminated and this will not be subject to a grievance.

ARTICLE 21 - SUBCONTRACTING

21.01 Notwithstanding the terms and conditions in the Management Rights clause (subcontracting) to further clarify the intent of the parties to this Agreement, should Management exercise their prerogative of subcontracting a job listed within the article of cash wage rates (Article 33), Management will otherwise assign or offer alternative employment to the displaced person(s) providing such person(s) are willing to accept the position and working conditions that are available and management is not restricted in maintaining a fully qualified work force as a result.

21.02 Notwithstanding the above, the Parties further agree the person(s) affected by the application of this section of the Agreement will not receive a lesser rate of pay as shown in Article 33 than that received at the time the position change was made. It is further understood and agreed that this section is not applicable when management is closing an area for a reasonable period of time that is to be renovated or refurbished.

21.03 The Employer agrees to negotiate regarding the ramifications of subcontracting with a Union Office prior to implementation.

21.04 If a food and beverage outlet is to be leased, the Employer will advise those affected employees immediately **so** that they may join the new employer or elect to seek alternate employment within the Hotel in accordance with Article 20.18. However, it is understood that notice to those affected employees will not be less than seven **(7)** days.

21.05 The Employer will, prior to the commencement of the lessee's term, arrange a meeting between the Union, the lessee, and the Hotel. The purpose of the meeting is to inform the lessee of his obligations concerning the collection and submissions of union dues, and the payment of health and welfare, and pension monies. In the event of a dispute arising from non-payment on the part of the lessee, the Hotel, without assuming any of the lessee's liabilities, will endeavour to assist the Union in collecting monies owing.

- 21.06 Notwithstanding the right of the Employer to subcontract work, the Employer will nevertheless provide the employees with ninety (90) days written notice prior to the effective date of any subcontract.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 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/her seniority shall continue to accumulate. An employee who works for another employer while on a Leave of Absence as herein provided shall be deemed to have terminated his/her employment, provided that such proof of employment can be produced by the Employer.
- 22.02 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 one ~~year~~ year.
- 22.03 Requests for Leave of Absence must be made in writing to the Manger as early as possible, but no 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.
- 22.04 The Employer will reply in writing to the employee within seven **(7)** days after receipt of the request for Leave of Absence.
- 22.05 Employees serving, as jurors will receive full pay while absent from work on jury duty. The employees will present proof of service and will turn over to the Employer the payment excluding traveling, meals and other expenses they received for said jury services.
- 22.06
- (a) The Employer shall grant leave of absence without pay to employees to attend Union Conventions, seminars, education classes or other Union business.
 - (b) In requesting such leave of absence for an employee or employees, the union must give at least twenty-one (21) days clear notice in writing to the Employer.
 - (c) The request will not involve more than four **(4)** employees at any one time and not more than one (1) employee from any one department.
 - (d) With regard to such leave of absence as in (a) above, the employer will continue to pay the employee his regular wages with normal deductions for such period and will invoice the Union for such gross wages. The Union will reimburse the employer for such wages paid.
- 22.07 In cases of emergency (for example, severe illness or death of a**

family member out of the country), the Employer agrees to grant leaves of absences wherever possible and it is understood that the requirement for two weeks notice may be waived in emergency situations.

ARTICLE 23 - HOURS OF WORK AND WORKING CONDITIONS

- 23.01 The normal workweek 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.
- 23.02 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.
- 23.03 Departmental weekly work schedules shall be posted not less than **three (3)** days prior to the scheduled period, where a schedule is revised with less than four (4) days notice, the employees concerned shall be advised personally or by telephone, if such personal contact occurs less than two (2) days before the scheduled period, the employee shall have the option of accepting or refusing the particular shift. 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 hourly rate of pay in order to make up such regular time lost.
- 23.04 The Employer agrees to schedule as many eight **(8)** hour shifts as possible, after this is done, the Employer may schedule, if necessary, shifts of less than eight (8) hours. Employees who are scheduled to work less than eight (8) hours per day will not be scheduled less than four **(4)** hours. Should a full-time employee, working short schedule, 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.
- 23.05 Part-time employees will be guaranteed a four **(4)** hour reporting for work allowance in accordance with the above.
- 23.06 The Union agrees that this provision will not apply in the event that a major plant occurs, a flood, electrical, fires, etc., a breakdown beyond the control of Management. The reporting for work allowance is as described above, notwithstanding Articles 23.01 or 23.04 of this Agreement.
- 23.07 In the event of work shortage or decline in workload in any given department, the following will be placed on the bulletin board:

“Any employee in this Department wishing to depart from his or her work prior to the normal departure period, should advise the Department Head immediately”.

23.08 The foregoing Article 23.07 will apply when a known situation exists. However, in the event of a drastic decline beyond the control of management, the employees will be asked as a group of more than three.

ARTICLE 24 - OVERTIME REGULATIONS - DAILY BASIS

24.01 Employees shall, with exceptions, receive for hours of work in excess of eight **(8)** hours of work daily, overtime pay at the rate of time and one half of their hourly rate for hours of work and **all** overtime will be assigned by seniority whenever possible.

24.02 Waiter or Waitress shall complete service for guest notwithstanding the fact that the employee has reached his or her quitting time, as 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.

24.03 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.

24.04 Any work performed on the sixth (6th) or seventh (7th) consecutive day shall be paid for at the rate of time and one half **(1 1/2)** of his or her regular hourly rate of pay.

24.05 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) or requests to work on his/her scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6th) or seventh (7th) day, the Employer shall not be required to pay overtime rates to honour this request.

24.06 Scheduled overtime hours shall be offered first to all employees within a department or food and beverage outlet by seniority, before an employee from outside of the department or food and beverage outlet can be transferred or assigned to a **job** within the department or food and beverage outlet.

24.07 All overtime opportunities will be offered first within a Departmental (F&B) classification (by classification seniority). It is understood that overtime will not be offered until employees within the departmental classification who have not received forty hours per week are first

given an opportunity to work (in order of classification seniority).

ARTICLE 25 • OTHER WORKING CONDITIONS

- 25.01 Employees will be allowed to punch in their street clothes. Hours worked will be calculated using departmental sign in sheets. The employee must sign in and out in their department in full uniform. 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.
- 25.02 If an 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 the regular quitting time is the employee's personal time.
- 25.03 Employees neglecting to punch/sign in and out at all required times throughout the working hours may be subject to disciplinary action.
- 25.04 Each employee shall punch/sign only his/her own time card.
- 25.05 An employee who punches/signs a time card of another employee is subject to immediate dismissal.
- 25.06 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.
- 25.07 Employees will be given one fifteen (15) minute rest period for the first four (4) hours scheduled to work, and worked. Should the employee 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 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 paid if not taken.
- 25.08 All employees under the scope of the Collective Agreement shall be entitled to one (1) 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.

25.09 Corkage Fee - When the regular corkage fee is charged and bar service provided the Employer shall pay the server a service charge of fifteen percent (**15%**) of the said corkage fee.

When there is no corkage being charged, or corkage is charged at a reduced rate, the bar service provided, the Employer shall pay the server a service charge of ten percent (**10%**) of the published corkage charge.

25.10 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 fifteen percent (**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 check.

25.11 When an employee is scheduled to report to work and they absent themselves, Management will have the right to enquire as to the reasons for their failure to report.

All cases of absence must be reported to the Human Resources 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.

25.12 Authorized attendance at employer training sessions, including Health and Safety, emergency and guest service or departmental meetings which occur above eight (8) hours worked in one day or forty (**40**) hours worked in one week, will be paid at straight time rates. An employee, who is not scheduled to work on a particular day and is required to report for a training session, that employee shall be paid a minimum of three (3) hours.

25.13 Technological Changes

Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery.

Where new or greater skills are required than are already possessed by employees affected by a technological change, such employees shall be given a reasonable period of training, during which they may acquire the skills necessitated by the technological change. There shall be no reduction in wage or salary rates during the training period of any such

employee. Training shall be performed in the hotel during the hours of work whenever possible.

If by reason of a technological change the employee cannot be retrained, the employee may elect to seek alternative work within the hotel in accordance with Article 20.18.

ARTICLE 26 - UNIFORMS

26.01 Uniforms or special style of clothing and special equipment, if necessary, 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.

26.02 Any change at the Hotel from the standards in effect as of the date of ratification in the style of uniforms that would require support colour coordinated garments would be a subject of discussion with the Union.

26.03 The Parties further agree that past practice will continue.

26.04 Hotel will give a Shoe Allowance for Maintenance only. Upon receipt of proof of purchase, Maintenance employees will be reimbursed \$60.00 per year.

26.05 Hotel will offer tool replacement for Maintenance only, on replacement of tools broken during the course of their work.

26.06 Past practice with respect to Knife sharpening will prevail.

ARTICLE 27 - VACATIONS

27.01 All full-time regular employees of the Employer who have completed one (1) year of continuous service with the Employer, but less than five (5) years in their anniversary year shall receive two (2) weeks vacation with four percent (**4%**) of gross wages.

27.02 All full-time regular employees of the Employer who have completed five (5) years of continuous service with the Employer, but less than twelve (12) years in their anniversary year shall be entitled to three (3) weeks vacation, with six percent (6%) of gross wages.

27.03 All full-time regular employees of the Employer who have completed twelve (12) years or more of continuous service with the Employer shall receive four (4) weeks vacation with eight percent (8%) of gross wages.

27.04 Effective February 1st, 1995, all full-time regular employees of the

Employer who have completed twenty-five (25) years or more of continuous service with the Employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages.

- 27.05 a) **Vacation Pay is accrued in the year preceding the date the employee is entitled to an extra week's vacation.**
- b) Vacations shall be granted within ten (10) months following the date on which an employee qualifies.
- 27.06 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 vacations so as it does not prevent the Employer from maintaining a qualified and adequate work force.
- 27.07 Vacation credits shall not be cumulative from year to year.
- 27.08 It is agreed by the Parties that the Hotel will retain its present system of payment for vacation wages for part-time employees for the duration of this Agreement.
- 27.09 The usual deductions from an employee's pay will be deducted from the employee's vacation money.
- 27.10 All full-time employees with the greatest length of continuous service **will** be given first choice of vacation dates, provided the Employer shall be entitled to maintain a qualified and adequate work force.
- 27.11 The Employer will arrange for a vacation schedule to be posted by department by February 1st of each year.
- 27.12 The vacation schedule in its final form will be posted by department by March 31st of each year. Vacations requested by employees after the approved schedule has been posted will be subject to availability only on a first request basis.

ARTICLE 28 - PAID HOLIDAY PRIVILEGES

- 28.01 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:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Anniversary Date/Employment start date
Employee's Birthday

28.02 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 (1) 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. The Hotel reserves the right to schedule according to the needs of business. Time off on statutory holidays will be scheduled by seniority providing it does not interfere with the Hotel's ability to maintain an adequate workforce to meet the business needs.

28.03 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 rate as used in calculating an employee's vacation pay.

28.04 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.

28.05 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 concerned, unless the employee has attended their regular physician and have a note dated for the day in question, specifying a bonafide illness or condition that indicates the employee will be unable to perform any duties (including their regular duties). This note must also indicate the length of time that the employee is unable to work. The hotel reserves the right to request the employee attend another physician for a second opinion and agrees to reimburse the employee for reasonable travel expenses to attend that appointment.

- 28.06 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 Employers and the Union will mutually agree to substitute for this day one (1) of the four (4) present unlegislated days.
- 28.07 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 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 that holiday, and under no circumstances may be cumulative. Once the request has been made, the granting of the lieu day will be mutually agreed within fourteen (14) days of the request. If there is no agreement the Department Head reserves the right to decide upon a date. In all cases it will not prevent the Employer from maintaining an adequate work force.
- 28.08 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/her regular straight time hourly rate of pay. Excluding banquets (see Article 36.03).

ARTICLE 29 - SAFETY AND HEALTH

- 29.01 The Employer and the Union agree that they will mutually cooperate and maintain reasonable standards of Safety and Health in order to prevent injury and illness.
- 29.02 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 examination 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.
- 29.03 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 arbitratable.
- 29.04 The night cleaners in the stewarding department will be provided with WHMIS training. This training will take place in the hotel between the

hours of 9:00AM and 5:00PM, Monday to Friday and it is the employees obligation to attend this training.

- 29.05 Room attendants who work at nights alone will be supplied with a personal alarm.
- 29.06 The current Occupational Health & Safety Act shall remain in effect for the life of the Collective Agreement.

ARTICLE 30 - HEALTH AND WELFARE/WEEKLY INDEMNITY PLAN

- 30.01 The employer will contribute to HERE Union Local 75 Health and Welfare Trust the following amount for each hour paid on behalf of each bargaining unit employee who has completed her/his probationary period:

Effective upon Ratification **\$0.91** per hour paid
(Ratification date - Feb 20/2003 **\$0.91** per hour effective that date)

Effective February 1, 2004 **\$1.01** per hour paid
 February 1, 2005 **\$1.06** per hour paid

It is understood that hours "paid" includes holidays, vacations, maternity and parental leave, jury duty, bereavement leave, disability and sickness (non-work related), and adjustments to pay cheques.

In addition the employer will continue to make contributions on behalf of an employee for the first month of an authorized leave of absence.

The Employer does not have to make contributions for disabled employees who are receiving benefits from the Workplace Safety and Insurance Board. The Employer will inform the Plan Administrator of any employees who are receiving benefits from the Workplace Safety and Insurance Board.

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

- 30.02 All Health and Welfare payments shall be calculated from the first (1st) day of each month to the last day of each month, and shall be remitted and received by the H.E.R.E. Union Local 75 Health & Welfare Trust prior to the fifteenth (15th) day of the following month. The employer will be responsible for loss of benefits to any employee because of any Employer's default action in payments.

30.03 Interest on Delinquent Contributions

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

30.04 Plan Trustees

The HERE Union Local 75 Health & Welfare Trustees will ensure that they act responsibly and prudently at all times.

30.05 Review of the Employer's Payroll Records

The Employer shall allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made pursuant to Article 30.01 of this agreement.

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

30.06 Contribution Reports

The Employer will submit to the Plan Administrator a report that shows at least:

- a) The pay period
- b) for each employee - name, SIN, status (full or part-time), hours paid by type of hours (e.g. hours worked, maternity, disability, etc.), department, classification, address and phone number
- c) total hours paid
- d) total contribution
- e) total taxes paid
- f) total amount of cheque

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

30.07 New Benefits

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

ARTICLE 31 - BEREAVEMENT LEAVE

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

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

31.02 In order to qualify for the foregoing bereavement leave, employees must supply proof by way of doctor's certificate or newspaper clipping, Department Heads must be promptly notified.

31.03 The total allowance in any one (1) year of an employee's employment shall be a maximum of six (6) days with pay.

31.04 The benefit is not available to employees who are on approved Leave of Absence.

ARTICLE 32 - PENSION PLAN

32.01 Effective February 20th, 2003 the employer will pay thirty-five cents (\$0.35) per hour worked. Effective February 1st, 2005 the employer will pay forty cents (\$0.40) per hour worked. The employee contribution will be twenty cents (\$0.20) per hour worked.

32.02 The Employer agrees to deduct additional voluntary contributions from employees which shall be submitted to the Pension Plan of Local 75

32.03 All pension payments shall be calculated from the first (1st) day of each month to the last day of each month, and shall be remitted and received by the trust of the Pension Plan of Local 75, prior to the fifteenth (15th) day of the following month.

32.04 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.

32.05 The Parties agree the plan will be administered by the labour-management Trust Committee.

ARTICLE 33 - CASH WAGE RATE

33.01 The wage rates in effect will be as per Schedule A attached.
The percentage increases in effect are as follows:

Upon date of ratification	- Non-grat	1 ½%
	- Grat	1 %
August 1, 2003	- Non-grat	2 %
	- Grat	1 ½%
February 1, 2004	- Non grat	2 %
	- Grat	1 %
August 1, 2004	- Non grat	3 %
	- Grat	2 %
February 1, 2005	- Non grat	2 ½%
	- Grat	1 ½%
August 1, 2005	- Non grat	3 %
	- Grat	2 %

Union agrees that **Katsura Cooks** are tipped employees

Service Express Midnight Agent **will** receive **.50** cents per hour **premium**.

Buffet Runner will receive a Wage top up of **\$1.50** per hour.

- (a) It is agreed that all gratuity employees (excluding Banquet employees) working split shifts will not be paid less than eight (8) hours per day over a twelve (12) hour period.
- (b) It is agreed that Apprentice Cooks will receive in addition to their percentage of wages which is governed by the Apprenticeship Act, the increase applicable to non-tipped employees.

33.02 LEGISLATED WAGE RATES

- (a) It is agreed by the Parties to the principle of retaining during the life of this Agreement a twenty (0.20) cents per hour differential above the Provincial minimum wage for all employees who are affected.
- (b) This twenty (0.20) cent differential will at no time compound the

regularly scheduled wage increases in the provided for wage adjustments attached hereto.

- 33.03 It is agreed by the Parties that the Hotel does not have employees working in all the classifications contained in the Agreement. The fact that the classification exists does not obligate the hotel to have employees in every classification.
- 33.04 The Parties agree to a starting rate. New employees will receive 80% of the contract rate in effect at the time of hiring after the date of ratification, for six months. 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.

Starter rate differentials adjustment will commence with the date of ratification in accordance with that shown in Article 33.

- 33.05 Notwithstanding Article 33.04, Starting Rate, the Schedule of Wages contained in Article 33 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.
- 33.06 Those classifications in which a Hotel normally has employees shall not be eliminated during the life of this Agreement without prior discussion between the Employer and a Union Officer.
- 33.07 The Hotel Management agreed to the top-up of .15 cents per hour for Housekeeping and Stewards classifications commencing August 1, 2005.**

ARTICLE 34 – SERVICE EXPRESS (ROOM SERVICE)

- 34.01 In the Service Express Department, a suggested gratuity in the amount of fifteen percent **(15%)** shall be shown on the guest's check for Room Service orders, with understanding that non-payment of all/any service charge to the Hotel by the guest will be recoverable from the employee.
- 34.02 The service charge of any function held in a hotel suite or private room, that is sold through sales and catering shall be split as follows; eighty percent (80%) to the unionized staff servicing the function; and twenty percent (20%) will be at the disposal of the manager as he/she feels best suited, this is applicable to Room Service (Service Express) only.
- 34.03 The Hotel will continue its past practice currently in effect.

ARTICLE 35 - SERVICE DEPARTMENT

- 35.01 Tour baggage. This article does not apply to transportation crews unless the baggage fee is part of the crew contract with the Hotel. The Union would have reasonable access to relative documents, which would **support** Management's claim that the crew contract does not contain a baggage fee. **Effective February 1, 2003 \$2.30 per bag in/out. Effective February 1, 2004, \$2.40 per bag in/out. Effective February 1, 2005 \$2.50 per bag in/out.**
- 35.02 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.
- 35.03 There will be a charge for special deliveries for groups of 10 or more rooms for flowers and gifts at **\$1.75** per delivery per room providing the guest does not object.

ARTICLE 36 - BANQUET DEPARTMENT

- 36.01 The wage rates in effect will be as per Schedule A attached.**
- 36.02 Full-time employees under **Article 36** shall enjoy all benefits of all full-time regular employees unless otherwise stated in this schedule. Part-time employees under Article 36 will be entitled to all terms and conditions so spelled out in this schedule and shall be booked according to seniority.
- 36.03 **HOURS OF WORK AND OVERTIME**
- (a) Hours of work and overtime provisions for all employees under this schedule **shall provide for overtime premium rate after forty-four (44) hours worked in a week**, with the exception of Banquet Housemen who will be scheduled in accordance with the general body of the Agreement. The eleven (11) Senior Banquet wait staff will be paid eight (8) hours at their regular hourly rate for all paid holidays.
- (b) Banquet servers to cover coffee breaks – if full-time servers not available then offer to part-time servers.
- 36.04 It is agreed that of the total amount of the service charge left by the guest, seventy-seven point five percent (77.5%) will be set aside for sharing among the servers who serve the food. One percent (1%) of the total amount will be set aside for the banquet housemen/porters, and twenty-one point five percent (21.5%) of it will be set aside for the disposal of the Catering Manager for distribution as he/she feels best suited.

- 36.05 (a) Payment of service charge shall be equally divided amongst the Waiters or Waitresses who provide the service and they shall receive from the hotel an itemized breakdown for each function worked and their service charge every two (2) weeks.
- (b) Payment of service charges shall be equally divided amongst the banquet housemen/porters and they shall receive from the hotel an itemized breakdown for each function every two (2) weeks.
- 36.06 The Parties recognize and agree for the need to standardise the method in the distribution of service charge to Banquet (Union) Captains and provide the following mechanism to achieve this goal. The hotel will continue to pay, from the Management portion, the current distribution to these employees for the duration of this Agreement.
- 36.07 (a) **SERVICE CHARGE BEVERAGE**
Effective date of ratification, it is agreed that any service performed for banquet bar, and all other banquet beverage service that of the total amount of the service charge, seventy-three percent (73%) will be set aside for sharing amongst the employees providing the service. Two percent (2%) of the total amount of the service charge will be set aside for the banquet housemen (porters) and twenty five-percent (25%) of the service charge be set aside for the disposal of the Catering Manager for distribution as he/she feels best suited.
- (b) **C.O.D. BARS**
Effective February 1, 1999 the Hotel will charge fifteen percent (~~1%~~) service charge, seventy-three percent (73%) shall be set aside for banquet bartenders serving the function and two percent (2%) shall be set aside for the banquet housemen (porters) and twenty-five percent (25%) of the service charge be set aside for the disposal of the Catering Manager for distribution as he/she feels best suited.
- (c) Bartenders and Banquet Housemen shall receive an itemized breakdown for each function worked and their service charge every two (2) weeks.
- 36.08 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.
- 36.09 The Union shall be notified of such non-payments. Adjustments on any non-payments will be made by the Catering Manager on a subsequent list

of employees concerned.

36.10 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/her findings within thirty (30) days of completion of audit. Failure to produce this audit will nullify the above clause and its intent.

36.11 MEALS

The employees under Article 36 shall be allowed one (1) free duty meal for each four (4) hours worked in an area designated by Management. The price of such meals will be added to the rates shown on Article 36 when the employee works and receives the meals, for taxation purposes.

36.12 OTHER WORKING CONDITIONS

The number of steady Banquet Waiters, Waitresses and Bartenders that should be scheduled as full-time are:

	Servers	Bartenders
Westin Prince Hotel	(12)	(6)

36.13 It is further agreed between the Parties that should the Westin Prince Hotel either through increased volume, decreased volume, expanded or decreased facility, find it necessary to increase or decrease the capped numbers they may do so by using a base of thirty-five (35) hours per week. Such increases/or decreases shall be discussed with a Union Office prior to any changes.

36.14 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 Company is required to keep them at that level.

36.15 The Parties further agree that all full-time Banquet Waiters/Waitresses covered under Article 36 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 36.20.

36.16 The Parties agree due to the potential variation of earnings caused by this rotation system that could result in non-equal distribution of breakfasts, lunches and dinners, no employee will have the right to refuse assignments.

36.17 An employee who refuses two (2) scheduled work assignments in any two (2) normal work weeks shall be considered as having terminated their employment by the Company.

36.18 GOLD PLATE AND TRIAL FUNCTIONS

- (a) It is agreed that nothing so noted in any of the aforementioned language will supersede the 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 employees for such noted service will be sixty-five dollars (\$65.00).
- (c) It is understood and agreed, where current practices provide amounts in excess of this number, the Hotel will continue the present practice.
- (d) Management Functions: employers agree to a ten percent (10%) service charge on retail price payable to service staff for Hotel sponsored functions.

36.19 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 and leave the tablecloths on the tables.
- (b) Where a Waiter or Waitress is required to perform clean-up work when there is no food service, or is required to set or clean another function and are not scheduled to serve that function, they will receive a rate of pay equal to that of the Banquet Housemen for those hours worked.
- (c) Bartenders will clean-up glasses after dinner *is* served. If extra help is required for clean up, the Maitre d' will request before the start of the function, the number of Waiter/Waitresses needed to stay for cleaning up of the function. If the Maitre d' does not have a response to his/her request he/she 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 on a voluntary basis.
- (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.

36.20 SERVING THE WINE

- (a) It is understood that servers will set up functions, and serve the wine, put all glasses on the tables, and clean up bottles and wineglasses after the function.

- (b) It is also understood that when a bartender is requested to set up the wine service he/she will receive a share of the staff portion of the gratuities as follows:
 - Servers 58%
 - Bartenders 15%
 - Captains 25%
 - Banquet Houseman/Porter 2%

- (c) Where there is both bar and food service requested for a function there shall be one bartender scheduled with the necessary servers. For fifty (50) guests or less the servers and the bartender shall be responsible for the service of the food, bar and wine service. The bar, wine and food gratuity shall be combined and divided equally.

- (d) It is also understood that any function over fifty (50) guests shall be the responsibility of the bartender to service the guests excluding the food and wine.

Food and wine service shall be paid at the server's rate, bar service shall be paid at the bartenders rate.

36.21 A Waiter or Waitress shall not be required to perform a Cook's duty.

36.22 (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 twenty-one (21) hours, but for the above stated reasons will not enjoy the full-time benefits as indicated.

36.23 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.

36.24 All other Banquet Waiters/Waitresses hired on a part-time basis will be in accordance with the Banquet Article 36.03.

36.25 Banquet servers, bartenders and captains will be guaranteed a minimum of;

(a) Three (3) hours for breakfast and lunch functions.

(b) Four (4) hours for dinner and reception functions.

36.26 The Employer will not use agency workers in Banquets or any other department, unless no one is available.

ARTICLE 37 - HOUSEKEEPING

37.01 The sum of one dollar (\$100) for the combination of setup/takedown of a cot by the House Person and one dollar (\$1.00) for the Room Attendant for the make up of a cot will be paid.

ARTICLE 38 - LIFE LONG LEARNING FUND

38.01 The Employer will contribute one 1 cent per hour from the date of ratification per hour worked per employee into the H.E.R.E. Local 75 Life Long Learning Fund from the first year of the contract.

The Employer recognizes that education is a continuing process. Accordingly the Employer shall allow the Union to sponsor educational functions such as seminars and workshops to be held on the Employer's premises in facilities when they are available at no charge to the Union.

In as much as the Union and the Employer have a joint belief in providing support to upgrade existing employees, the fund will be used exclusively to ensure that Employees are prepared to pursue the challenges of day-to-day change in life experiences in the workplace.

ARTICLE 39 -CULTURE FUND

39.01 The Employer will contribute one 1 cent per hour worked per employee into the H.E.R.E. Local 75 World Culture Fund of Toronto's Hotel Workers commencing in the last year of the Contract (February 1st, 2005).

ARTICLE 40 - RETIREMENT

40.01 Normal retirement age for employees will be age 65 and employees shall retire from employment at the conclusion of the month during which they turn 65.

40.02 All employees who reach the age of 65 will receive severance pay in the

amount of one (1) week's pay per year worked to a maximum of twenty-six (26) weeks providing they have worked for five (5) or more years.

ARTICLE 41 - TERMINATION'S OR MODIFICATIONS

- 41.01** This Agreement shall be in effect from date of written ratification notice and continue in effect until January 31, 2006 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 31st of January, 2007 and so on from year to year there after.
- 41.02** Notice that amendments are required, or that either party intends to terminate the Agreement, may only be given during the month of November 2005 and in subsequent years in the said month of November.
- 41.03** The Parties hereto agree to meet for the purpose of negotiations within ten (10) days after the giving of such notice, or at a time mutually agreed to by both parties.
- 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 and by Management to the Ownership for ratification.

DULY EXECUTED BY THE PARTIES HERETO
FOR: HOTEL EMPLOYEES RESTAURANT
EMPLOYEES UNION, LOCAL 75 (by the union
Executive and the Negotiating Committee)

John Helson

P. Ho

C. Huang

A. Jones

B. Walton

C. Yuen

T. Figueira

FOR THE HOTEL

S. Hashemi

General Manager

Fred Tan Beverage Manager

I. Millar

Director of Human Resources

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And : Westin Prince Hotel

RE: UNION BUTTONS

The Employer will allow employees to wear a discreet lapel pin identifying themselves as Members of the HERE Local 75 Union.

Dated at Toronto this 26 day Sept, 2003

For the Company:

S. Hashemi
S. Hashemi
I.S. Taylor
I.S. Taylor
I. Millar
I. Millar

For the Union:

John Nelson
John Nelson
P. Ho
P. Ho
C. Huang
C. Huang
A. Jones
A. Jones
B. Walton
B. Walton
C. Yuen
C. Yuen
T. Figueira
T. Figueira

Paul C. F. d
Shumkin

ARTICLE 33 - CASH WAGE RATES

		Current	Feb 20, 2003	Aug 1, 2003	Feb 1, 2004	Aug 1, 2004	Feb 1, 2005	Aug 1, 2005
Housekeeping								
Houseperson	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.75
Room Attendant	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.75
lobby Porter	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.75
Seamsperson	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.75
Uniform Attendant	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.75
Locker Attendant	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.75
Prince Club								
Life Guard	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.60
Food Production (Exclusive Katsura)								
Station Chef	Non-Grat	16.93	17.18	17.52	17.87	18.41	18.87	19.44
1st Ass't Cook	Non-Grat	15.42	15.65	15.96	16.28	16.77	17.19	17.71
2nd Ass't Cook	Non-Grat	14.34	14.56	14.85	15.15	15.60	15.99	16.47
3rd Ass't Cook	Non-Grat	13.69	13.90	14.18	14.46	14.89	15.26	15.72
Kitchen Helper	Non-Grat	12.59	12.78	13.04	13.30	13.70	14.04	14.46
1st Year Apprentice	Non-Grat	10.83	10.99	11.21	11.43	11.77	12.06	12.42
2nd Year Apprentice	Non-Grat	12.36	12.55	12.80	13.06	13.45	13.79	14.20
3rd Year Apprentice	Non-Grat	13.87	14.08	14.36	14.65	15.09	15.47	15.93
Repair & Maintenance								
Maintenance T.V.	Non-Grat	14.72	14.94	15.24	15.54	16.01	16.41	16.90
General Maintenance	Non-Grat	14.72	14.94	15.24	15.54	16.01	16.41	16.90
Yard Person	Non-Grat	12.58	12.77	13.03	13.29	13.69	14.03	14.45
Electrician	Non-Grat	14.72	14.94	15.24	15.54	16.01	16.41	16.90
Painter	Non-Grat	14.72	14.94	15.24	15.54	16.01	16.41	16.90
Helper	Non-Grat	12.58	12.77	13.03	13.29	13.69	14.03	14.45
Stewards Department								
Garbage Pots	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.75
Stewards Helper	Non-Grat	12.59	12.78	13.04	13.30	13.70	14.04	14.62
Night Cleaner	Non-Grat	12.62	12.81	13.07	13.33	13.73	14.07	14.65
F&B Outlets								
Host/Hostess	Non-Grat	10.99	11.15	11.37	11.60	11.95	12.25	12.62
Bus Help	Non-Grat	9.88	10.03	10.23	10.43	10.74	11.01	11.34
Captain	Grats	9.82	9.92	10.07	10.17	10.37	10.53	10.74
Waiter/Waitress	Grats	8.40	8.48	8.61	8.70	8.87	9.00	9.18
Cashier	Non-Grat	12.20	12.38	12.63	12.88	13.27	13.60	14.01
Stores	Non-Grat	12.20	12.38	12.63	12.88	13.27	13.60	14.01
R/S Order Taker	Non-Grat	12.88	13.07	13.33	13.60	14.01	14.36	14.79
Buffet Runner	Non-Grat	9.66	11.33	11.56	11.79	12.14	12.44	12.81

		Current	Feb 20, 2003	Aug 1, 2003	Feb 1, 2004	Aug 1, 2004	Feb 1, 2005	Aug 1, 2005
Beverage Dept								
Stool Bartender	Grats	12.15	12.27	12.45	12.57	12.82	13.01	13.27
Service Bartender	Non-Grat	14.01	14.22	14.50	14.79	15.23	15.61	16.08
Combined Bartender	Grats	12.94	13.07	13.27	13.40	13.67	13.88	14.16
Beverage Porter	Non-Grat	12.12	12.30	12.55	12.80	13.18	13.51	13.92
Laundry/Valet								
Washer/Extractor	Non-Grat	12.73	12.92	13.18	13.44	13.84	14.19	14.77
Utility	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.75
Valet Press	Non-Grat	12.41	12.60	12.85	13.11	13.50	13.84	14.41
Drycleaner	Non-Grat	13.77	13.98	14.26	14.55	14.99	15.36	15.98
Laundry Runner	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.75
Seamstress	Non-Grat	12.71	12.90	13.16	13.42	13.82	14.17	14.75
Service Express Dept								
Agent*	Non-Grat	12.88	13.07	13.33	13.60	14.01	14.36	14.79
Night Agent*	Non-Grat	12.99	13.69	13.96	14.24	14.67	15.04	15.49
Attendant	Grats	8.40	8.48	8.61	8.70	8.87	9.00	9.18
*Non-tipped classification								
Parking Dept								
Valet	Grats	11.19	11.30	11.47	11.58	11.81	11.99	12.23
Cashier	Non-Grat	12.54	12.73	12.98	13.24	13.64	13.98	14.40
Uniform Service								
Bell Captain	Grab	9.23	9.32	9.46	9.55	9.74	9.89	10.09
Door Person	Grats	8.87	8.96	9.09	9.18	9.36	9.50	9.69
Bell Person	Grab	8.41	8.49	8.62	8.71	8.88	9.01	9.19
Night Bellman	Grats	8.78	8.87	9.00	9.09	9.27	9.41	9.60
Package Service	Grats	8.47	8.55	8.68	8.77	8.95	9.08	9.26
Banquet Service								
Banquet Captain	Grats	11.07	11.18	11.35	11.46	11.69	11.87	12.11
Banquet Server	Grats	8.40	8.48	8.61	8.70	8.87	9.00	9.18
Houseman	Non-Grat	12.58	12.77	13.03	13.29	13.69	14.03	14.45
Bartenders	Grab	13.17	13.30	13.50	13.64	13.91	14.12	14.40

Schedule "B"

Katsura Kitchen Classification **and** Range Rates

Katsura will **be** split into two areas

1. Sushi ~~Bar~~
2. ~~Main~~ Kitchen (**Teppan**, Dining Room **and** Robata)

Each area will have the following classifications and range of rates

Classification	Sushi Bar Range	Main Kitchen Range
Station Cook	15.75 – 19.50	12.50 – 18.50
I st Asst. Cook	16.50 – 18.50	14.00 – 15.50
2nd Asst. Cook	11.50 – 15.50	11.00 – 14.00
3rd Asst. Cook	11.00 – 13.50	9.50 – 13.00
4th Asst. Cook	10.50 – 12.50	7.00 – 12.00

As per Article 33.03 it is not mandatory **to** have people in all classifications, each area is a separate entity and the rates are **set based on** skill, ability and are applicable to their own area.

LETTER OF UNDERSTANDING

Between: **Hotel** Employees Restaurant Employees Union, Local 75

And Westin Prince Hotel

RE: SCHEDULING OF BELLPERSONS

The Parties agree that because of a request from the employees to facilitate "days off" to a better suitability, the Company shall not schedule more than seven (7) consecutive shifts without the payment of overtime.

The scheduling of seven (7) consecutive shifts is in agreement with the employees listed below and they have been advised of their rights and have agreed to waive these rights under Articles 23.01, 23.02 and 24.04.

This letter applies only to those full-time employees whose signature appears below.

L. Myles
S. Tomaso
S. Tomaso

Frank Hui
Frank Hui

Dated at Toronto this 14th day February, 2003

For the Company:

S. Hashemi
S. Hashemi
I.S. Taylor
I.S. Taylor
I. Millar
I. Millar

For the Union:

John Nelson
John Nelson
P. Ho
P. Ho
C. Huang
C. Huang
A. Jones
A. Jones
B. Walton
B. Walton
C. Yuen
C. Yuen
T. Figueira
T. Figueira
Paul Wipf
Paul Wipf

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75


And Westin Prince Hotel

RE: SCHEDULING OF DOORPERSONS

The Parties agree that because of a request from the employees to facilitate "days off to a better suitability, the Company shall not schedule more than ten (10) consecutive shifts without the payment of overtime.

The scheduling of ten (10) consecutive shifts is in agreement with the employees listed below and they have been advised of their rights and have agreed to waive these rights under Articles 23.01, 23.02 and 24.04.

This letter applies only to those full-time employees whose signature appears below.




E. Cohen


L. Tremblay

Dated at Toronto this 14th day February, 2003.

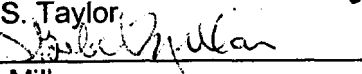
For the Company:



S. Hashemi




I.S. Taylor

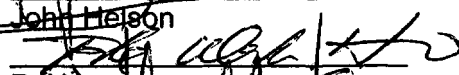


I. Millar

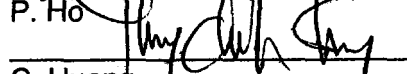
For the Union:



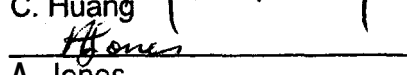
John Nelson



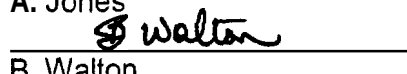
P. Ho



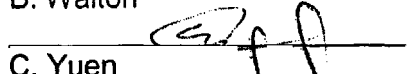
C. Huang



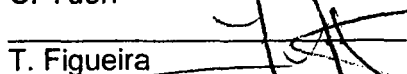
A. Jones



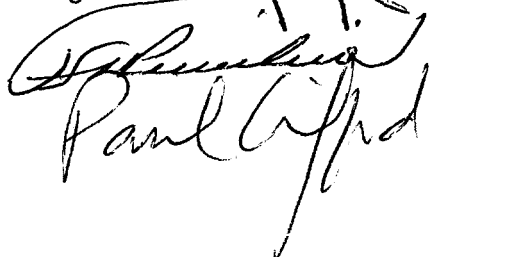
B. Walton



C. Yuen



T. Figueira



Paul Cipriani

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And Westin Prince Hotel

RE: SCHEDULING SENIORITY IN THE COFFEE GARDEN

This letter clarifies the application of seniority for the purpose of scheduling in the Coffee Garden Department.

The current practice of A.M. and P.M. shift seniority in the Coffee Garden Department shall continue to apply until the **expiry** of the Collective Agreement between the Parties on January 31st, 2006. Upon the expiry of the Collective Agreement, the Parties may negotiate to change the practice or to encode the current practice into the Collective Agreement.

Dated at Toronto this 14th day February, 2003.

For the Company:

Shane Hashemi
S. Hashemi
I.S. Taylor
I. Millar

For the Union:

John Helson
P. Ho
C. Huang
A. Jones
B. Walton
B. Walton
C. Yuen
T. Figueira
Paul Gifford

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And Westin Prince Hotel

RE: COLLECTION OF GRATUITIES WITH RESPECT TO COMPLAINTS

The Parties agree that should the hotel fail to collect outstanding bills from clients due to service complaints, that they can collect the gratuity portion of the bill which has been paid out to the employee, from that employee.

The Parties confirm that this relates only to complaints received from the guest regarding service as performed by the employee and that the employee will be advised of the reasons.

Dated at Toronto this 14th day of February, 2003

For the Company:

S. Hashemi
I.S. Taylor
I. Millar

For the Union:

John Nelson
P. Ho
C. Huang
A. Jones
B. Walton
C. Yuen
T. Figueira
Paul Gpd

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And : Westin Prince Hotel

RE: SERVICE EXPRESS (ROOM SERVICE)

The Parties hereby agree that the Company shall pay, effective the date of Ratification, \$1.50 per favour form, per delivery, per room for all complimentary items.

Dated at Toronto this 14th day February, 2003.

For the Company:

S. Hashemi
S. Hashemi
I.S. Taylor
I.S. Taylor
I. Millar
I. Millar

For the Union:

John Nelson
John Nelson
P. Ho
P. Ho
C. Huang
C. Huang
A. Jones
A. Jones
B. Walton
B. Walton
C. Yuen
C. Yuen
T. Figueira
T. Figueira
Paul Gifford
Paul Gifford

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And Westin Prince Hotel

RE: SERVICE EXPRESS (ROOM SERVICE)

This letter is to clarify the position of Room Service areas of operation. All functions held in private rooms on the 22nd floor (Penthouse), 2nd floor meeting rooms, Imperial Suite and all Bedroom floors where a Catering/Function sheet has been distributed outlining service and product requirements will be the responsibility of the Service Express Department, for staffing, billing and gratuity distribution.

If through staffing shortfalls additional people are required, the first option will be given to Service Express attendants to work additional hours. If the individuals at their requests go over 8 hours per day, it is understood that it will be paid at straight time and not overtime.

If the individual at their request, works 6th and 7th days, this will also be paid at straight time. It is also understood that Banquet Staff will not be required to service regular Room Service duties while Service Express attendants serve a private room function.

From time to time, due to business necessities the Service Express Department may be assigned functions in either the Lobby Court or the Prince Club.

The Hotel reserves the right in cases of ethnic services and language requirements to utilize Katsura staff for the service of any function in a private room, as long as there is minimum of one Service Express attendant per private function. When ethnic service and language is not a necessity, the operation of the function will include Service Express attendants.

This letter of understanding will terminate upon ratification of the next Collective Agreement.

Dated at Toronto this 14th day February, 2003

For the Company:

S. Hashemi

I.S. Taylor

I. Millar

For the Union:

John Helson

P. Ho

C. Huang

A. Jones

B. Walton

C. Yuen

T. Figueira

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees **Union**, Local 75
And : Westin Prince Hotel

RE: SUBCONTRACTING/LEASING/CONTRACTING IN AND OUT

No employee employed on the date of signing of this Collective Agreement shall be laid off during the term of this agreement, as a direct result of the Employer contracting out any work currently performed by present employees.

The foregoing shall not apply to work that is currently contracted out. This letter shall form part of the Collective Agreement. It is further understood that the Letter of Understanding shall expire with the termination of the Collective Agreement.

Dated at Toronto this 14th day February, 2003.

For the Company:

S. Hashemi
S. Hashemi
I.S. Taylor
I.S. Taylor
I. Millar
I. Millar

For the Union:

John Nelson
John Nelson
P. Ho
P. Ho
C. Huang
C. Huang
A. Jones
A. Jones
B. Walton
B. Walton
C. Yuen
C. Yuen
T. Figueira
T. Figueira
Paul L...
Paul L...

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And : Westin Prince Hotel

RE: SERVICE EXPRESS

The employer has confirmed with the Union that the existing Service Express department will amalgamate with the existing Room Service department. The new department will be titled Service Express.

1. The classifications of waiter in Room Service department will become Service Express Attendant and the employees currently under the Room Service waiter classification will be transferred to this new classification with no loss of seniority or wages.
2. The two classifications, Service Express Agent and Attendant will be treated as separate and distinct and no bumping rights will exist between the two classifications. Separate seniority lists will be maintained for each of the classifications. Any reduction to the work force will be done by seniority within the job classifications.
3. Service Express Agent classification is a non-gratuity position and as such gratuity distribution within the department is applicable only to the Service Express Attendant classification.

Dated at Toronto this 14th day February, 2003.

For the Company:

Shane Hashemi
S. Hashemi

I.S. Taylor
I. Millar

For the Union:

John Nelson

P. Ho

C. Huang

A. Jones

B. Walton

C. Yuen

T. Figueira

Paul [Signature]

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And : Westin Prince Hotel

RE: SERVICE EXPRESS (ROOM SERVICE)

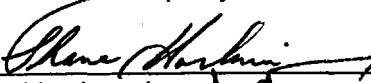
This letter is to clarify the definitions of what is a Room Service Order Vis a Vie a Catering Contract, as it pertains to the 20% holdback of gratuity.

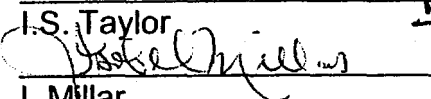
Add ons or changes to a pre-organized Meal..Coffee Break..Social Function...or Meeting function that has been booked through the Sales or Catering Department are not considered to be Room Service orders and therefore a 20% holdback will take place.

Pre-organized Meetings that do not have a Meal...Coffee Break.. or Reception but has been organized through the Sales or Catering Department and at the last minute decide they require Meal/Food service in the meeting room will order the Meal/Service through the Service Express Department. This is considered a Room Service order and no 20% holdback will be taken.

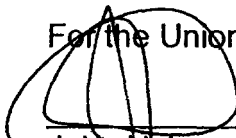
Dated at Toronto this 14th day February, 2003.

For the Company:


S. Hashemi


I. Millar

For the Union:


John Nelson


P. Ho

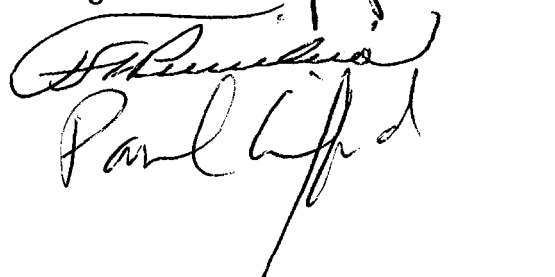

C. Huang


A. Jones


B. Walton


C. Yuen


T. Figueira


Paul Lipid

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And Westin Prince Hotel

RE: KATSURA RESTAURANT

The parties agree that the Katsura Restaurant shall enjoy all terms, conditions and benefits of the Collective Agreement except for the following articles;

Article 20 – Seniority

- A. The Katsura shall stand completely on it's own and 20.11 shall not apply to them nor can they be affected by this Article.
- B. Article 20 in it's entirety shall apply to the Stewards Department, Bartenders classification and Kitchen Helpers classification.


Article 33 – Wages

- A. All cooks classifications (see schedule B) within the Katsura Kitchen will receive the same percentage increase as the rest of the hotel at the same times as outlined in 33.01.
- B. It is understood that the Katsura cooks classifications are gratuity positions.
- C. Stewards, kitchen helpers, bartenders, wait staff and bus staff classifications shall receive wages as stated in Schedule "A".

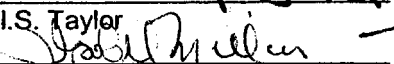
This letter has been drawn up only because of the peculiarities of the service and the gratuity distribution.

Dated at Toronto this 14th day of February, 2003


For the Company:



 S. Hashemi

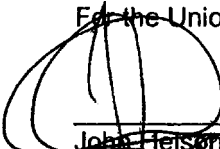


 I.S. Taylor

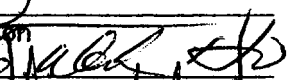


 I. Millar


For the Union:




 John Peterson



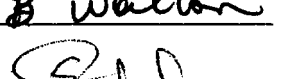
 P. Ho



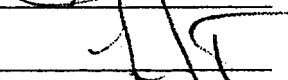
 C. Huang




 A. Jones



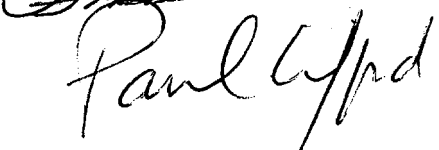
 B. Walton



 C. Yuen



 T. Figueira



 Paul Cypriano

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And : Westin Prince Hotel

RE: PAID HOLIDAY SCHEDULING

As per Article 28.02 if the department does not need to schedule the entire workforce for any paid holiday, time off will be first offered to full-time employees in order of seniority.

Dated at Toronto this 14th day February, 2003.

For the Company:

S. Hashemi
S. Hashemi
I.S. Taylor
I.S. Taylor
I. Millar
I. Millar

For the Union:

John Helson
John Helson
P. Ho
P. Ho
C. Huang
C. Huang
A. Jones
A. Jones
B. Walton
B. Walton
C. Yuen
C. Yuen
T. Figueira
T. Figueira
Paul Lipp
Paul Lipp

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And : Westin Prince Hotel

RE: SCHEDULING

The Parties agree that whenever two (2) or more employees are scheduled on the same day, the most senior employee will be assigned the longer shift.

The Parties also agree that if a full-time and part-time employee are both scheduled on the same day that the full-time employee will be assigned the longer shift.

Dated at Toronto this 14th day February, 2003.

For the Company:

S. Hashemi
I.S. Taylor
I. Millar

For the Union:

John Wilson
P. Ho
C. Huang
A. Jones
B. Walton
C. Yuen
T. Figueria

LETTER OF UNDERSTANDING

Between: Hotel Employees Restaurant Employees Union, Local 75

And : Westin Prince Hotel

RE: HOUSEKEEPING DEPARTMENT

This is to confirm that all Room Attendants working on the 14th floor and above will be assigned 14 rooms.

During business slowdowns Room Attendants may be assigned to a maximum of 16 rooms if their rooms are in a combination of below and above the 14th floor. Past practice will prevail

A Company Policy and Procedure will be issued concerning this.

Dated at Toronto this 14th day February, 2003.

For the Company:

S. Hashemi
I.S. Taylor
T. Millar

For the Union:

John Helson
P. Ho
C. Huang
A. Jones
B. Walton
B. Walton

T. Figueira

T. Figueira
Paul G. P.

LETTER OF UNDERSTANDING

Between:

**WESTIN PRINCE TORONTO HOTEL
(Hereinafter called the "Employer")**

- and -

**HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75
(Hereinafter called the "Union")**

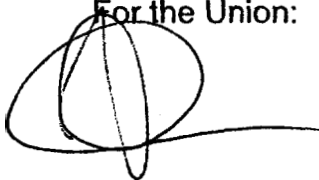
Re: PERMANENT/TEMPORARY CLOSURE

The Parties agree and say as follows:

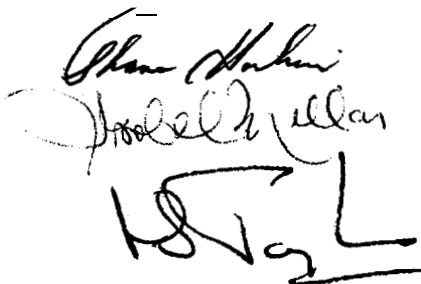
1. In the event of a Permanent Closure Article 20.18 applies.
2. In the event of a Temporary Closure within a Department and/or Food and Beverage Outlet, the Affected Employee(s) will have the option of assuming any currently available positions within the hotel for which the said Employee(s), would have the ability to perform such work until their former position becomes available.
3. Should no such position(s) be available the Affected Employees shall have the options as set out in Article 20.18(a) and (b).

Dated and signed in Toronto, this 14th day of February, 2003

For the Union:



For the Employer



59