

# COLLECTIVE AGREEMENT

<sup>1</sup>  
**BETWEEN:**

ALLIED DON VALLEY HOTEL INC. c.o.b. as  
CROWNE PLAZA TORONTO DON VALLEY

(hereinafter referred to as the "Company")

**AND:**

**HOTEL EMPLOYEES RESTAURANT EMPLOYEES.  
UNION, LOCAL 75 OF THE HOTEL EMPLOYEES  
RESTAURANT EMPLOYEES INTERNATIONAL  
UNION (C.L.C.-A.F.L.-C.I.O.)**

(hereinafter referred to as the "Union")

**TERM: February 1, 2003 to January 31, 2006**

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## General Information:

Hotel Employees Restaurant Employees Union, Local 75

Tel: **(416) 216-0875**

**Fax : (416) 216-0876**

Email address: here75@here75.org

Union Representative:

Department **Shop** Steward:

Chief Shop Steward:

Soben Limited - **(416) 498-8338**

Dental Centre - **(416) 597-8675**

### **Attention Members**

Does the Union and your Employer have your correct address? You have a responsibility **to** keep the office advised of your correct address and phone number.

1. Are your dues paid up?
3. Did you attend the last meeting?
4. Do you **ask** for the Union Label? If not... why not? You are the Union.

### **For your guidance:**

1. If you are two months in arrears in your dues, you are suspended from membership. Even though you are on the check off for dues, it is every member's duty that dues are taken **off** the cheque every month.
2. If you are going to be out of the trade for any length of time, enquire about a withdrawal card.
3. If you are considering moving to another local, or to any province in Canada or State in the United States, enquire about a Travelling Card that will help you find employment elsewhere.

## **Good Unionship Pledge**

' I shall do everything in my power to be worthy of my Unionship by:  
Being completely fair and honest in presenting grievances.  
Helping willingly when called upon.

Supporting my Union leadership by never doing anything that will lose respect for my Union.  
Doing my best to attend Union Meetings.

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## ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours and wages all as set out herein and to provide the applicable procedure of settling grievances which may arise hereunder, so as to maintain harmonious relations between the Company and employees covered by this agreement, and to assist the Company in the most efficient operation of its business.

## ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees of the Allied Don Valley Hotel Inc. (managed by Atlific Hotels and Resorts, an affiliate of Ocean Properties Ltd.) save and except supervisors, persons above the rank of supervisor, office and sales staff (including front desk clerks, front desk cashiers, payroll clerks, accounting clerks, audit department staff, secretaries), and security personnel.
- 2.02 The Company agrees to include any newly established job classification falling within the bargaining unit as defined in Article 2.01 hereof and to negotiate rates.
- 2.03 The Union and the Employer agree that employees who are not covered under the scope will not perform duties under any of the classifications unless in an emergency.
- 2.04 No employee covered by this agreement will enter into any individual contract or agreement with the Employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

## ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Company to:
- a. maintain order, discipline and efficiency
  - b. hire, discharge, retire, layoff, and recall, suspend, classify, direct, transfer, promote, demote or otherwise discipline employees, subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
  - c. to maintain and enforce reasonable rules and regulations to be observed by employees;
  - d. generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to plan, direct and control

operations, to direct the work forces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standards of performance, to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement.

#### ARTICLE 4 - RELATIONSHIP

- 4.01 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- 4.02 The Union further agrees that there will be no solicitation for membership, collection of dues (except as otherwise provided in this agreement), or other Union activity at the work location or on the premises of the Company.
- 4.03 Violation by an employee of any of the foregoing provisions shall be cause for discharge or discipline by the Company.
- 4.04 A properly authorized representative(s) of the Union shall have access to the premises at all reasonable times for purposes of adjusting grievances, negotiating the settlement of disputes and for carrying into effect the purposes of this Agreement. The representative(s) of the Union shall, on arrival at the hotel, advise the General Manager or an Assistant General Manager of the visit and shall be subject to all security rules of the hotel.
- 4.05 The Company and the Union agree that there shall be no discrimination or harassment, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, marital status, sex, race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, family status, disability, or sexual orientation. The Company and the Union agree to co-operate in the investigation of any complaints under this Article.
- 4.06 The Company will provide a bulletin board in the staff cafeteria for the posting of notices relating to Union business. Such notices, which shall not be endorsements, shall be signed by a representative of the Union.
- 4.07 The Union shall be entitled to speak to new hires for ten (10) minutes at a time mutually agreeable to the Company and the Union. The Employer will provide the

Union/Steward the names of new hires once a month.

#### 4.08 **Labour Management Meetings:**

It is agreed by the parties that Labour/Management meetings will be held as required for the purpose of discussing any issues and/or concerns that may arise. Employees who attend these meetings will be compensated at their straight time hourly rate.

### ARTICLE 5 - STRIKES OR LOCK-OUTS

5.01 The Union agrees while this Agreement is in force there will be no strike, slowdown, sit-down, stoppage of work or any act intended to interfere with work or the Company's operations. The Company agrees that there will be no lock-out while the Agreement is in force. The parties mutually agree that a dispute arising out of the operation of this clause 5.01 may be dealt with under the Grievance Procedure (Article 8) of this Collective Agreement.

### ARTICLE 6 - REPRESENTATION

6.01 The Company acknowledges the right of the Union to appoint or otherwise select seven (7) shop stewards, one of which will be the Chief Shop Steward, from amongst employees of the Company who have completed their probationary period of employment, at the Allied Don Valley Hotel Inc., for the purpose of assisting employees in presenting grievances to the Company, in accordance with the provisions of this Agreement.

6.02 The selection or appointment of Union Stewards shall be limited to one (1) employee in a department.

6.03 The Union shall keep the Company notified in writing of names of the Union Stewards and the effective date of their appointment.

6.04 The Union acknowledges that Union Stewards have their regular duties to perform on the behalf of the Company and such person will not leave their regular duties without first obtaining permission of their immediate supervisor, or in his/her absence the General Manager or his/her designate, and when resuming their regular duties will report again to their immediate supervisor or, in his/her absence, the General Manager or his/her designate.

### ARTICLE 7 - NEGOTIATING COMMITTEE

7.01 The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees from within the Bargaining Unit who have completed their probationary period. Not more than one



(1) employee shall be appointed or selected from each department set out in Article 11.01 (b) of this Agreement. The Negotiating Committee shall be responsible for presenting bargaining unit proposals and negotiating renewal (or amendments) of the Collective Agreement with the Company. Members of the Negotiating Committee shall be paid at their regular hourly rate for time spent negotiating with the Company to a maximum of eight (8) hours per day.

## ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint. He/she shall discuss his/her complaint with his/her immediate supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may then be taken up as a grievance within five (5) working days following advise of the immediate supervisor's decision in the following manner and sequence:

### Step No. 1:

The employee, who may be accompanied by his/her Union Steward, shall present his/her grievance in writing to the Department Head. The grievance shall be signed by the employee and shall set out the particulars of the grievance, the section(s) of the Agreement which the employee alleges has been violated and the remedy sought. The Department Head shall deliver his/her decision, accompanied by his/her reason(s) in the event of the grievance is rejected, in writing within three (3) days following the presentation of the grievance to him/her.

### Step No. 2:

Failing satisfactory settlement in Step No. 1, the written grievance shall be submitted by the employee within three (3) days after the Department Head's decision is given, to the General Manager or his/her designate. The grievance shall be accompanied by written reasons for the rejection of the Department Head's decision at Step No. 1. A meeting will be held within five (5) working days between the General Manager (or his/her designate) and the employee concerned and the Union Steward, if the employee desires his/her assistance. A staff representative of the Union may be present at the request of either the Company or the employee. It is understood that the General Manager (or his/her designate) shall have such assistance as he/she may desire at the meeting. Failing settlement, the decision of the General Manager shall be delivered in writing within five (5) working days to the Union.

8.02 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 he/she will sign a waiver.

- 8.03 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15) days after the decision at Step No. 2 is given, the grievance, shall, for all purposes, be deemed to have been settled.
- 8.04 Where no written decision has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration,
- 8.05 It is agreed that a grievance of policy arising directly between the Company and the Union shall be originated under Step No. 2 within thirty (30) days after the circumstances giving rise to the complaint have originated or occurred. It is understood, however, that this section shall not be used to by-pass the regular Grievance Procedure. For the purpose of this Agreement, the term Policy Grievance shall include Union or **Group** grievance.
- 8.06 The parties may extend the time limits found in Articles 8 and 10 by mutual agreement.

#### ARTICLE 9 - DISCIPLINE AND DISCHARGE

9.01 A probationary employee may be disciplined or discharged for a lesser standard than just cause where, in the sole opinion of the Company, the employee's performance, conduct, attitude, attendance, or general suitability is unsatisfactory. In making such a determination the Company shall not do so in bad faith.

A claim by an employee who has completed his/her probationary period that he/she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step No. 2 within five (5) days after the employee is discharged.

Such special grievance may be settled by the conferring parties under the grievance procedure and arbitration procedure:

- a. confirming the Company's action in dismissing the employee;
- b. reinstating the employee without compensation for time lost or with payment to him/her for time lost due to the discharge at his/her regular rate of pay for his/her normally scheduled work for the period the employee would

otherwise have worked less any amount of money earned by the employee during the period;

c. by any other arrangement which may be deemed just.

9.02 Pursuant to his/her being discharged, an employee shall be allowed to confer with his/her Union Steward for a reasonable length of time before leaving the hotel premises.

9.03 Employee warning notices will be taken from the employee's file after twelve (12) months from the date of the incident and suspensions will be taken from the employee's file after twenty-four (24) months from the date of the incident, should the offence not be repeated during that period.

#### ARTICLE 10 - ARBITRATION OF GRIEVANCES

10.01 If either party requests that a grievance be submitted to arbitration, they shall make such requests in writing in writing addressed to the other party to this Agreement and at the same time select an Arbitrator.

10.02 An Arbitrator from the following list shall be secured in order of the list based on availability.

Arbitrator:

1. Gerry Charney
2. Brian Keller
3. Martin Teplitsky
4. Pam Picher
5. Janis Sarra

10.03 The Arbitrator shall be selected subject to 10.02.

10.04 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairperson of the Arbitration Board, or of the single Arbitrator as the case **may** be.

10.05 Arbitrators shall *not* be authorized to make any decision inconsistent with the terms of this Agreement, nor to alter, modify or amend any part of the Agreement.

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

- 10.07 The proceedings of the Board will be expedited by the parties hereto, and the decision of the board will be final and binding upon the parties hereto. If a majority decision is not possible, then within a ten (10) day period, the decision in writing to the Chairperson shall be final and binding upon the parties hereto.
- 10.08 At any stage of the Grievance Procedure including arbitration, the conferring parties may have the assistance of the employees concerned and any witnesses, and all reasonable arrangements will be made to permit the conferring parties to fully investigate all the circumstances.
- 10.09 A person who has been involved in an attempt to negotiate or settle the grievance at any step may not act as a single Arbitrator or on the Arbitration Board.
- 10.10 The Parties may agree by mutual consent to the use of a Mediator at any point of the Grievance and/or Arbitration procedure. The parties will jointly bear the fees and expenses of the Mediator and the Mediator will be chosen from the following list:
- Mediator:
1. Paula Knopf
  2. Kevin Burkett
  3. Gail Brett
  4. Morth Mitchnick
  5. Ian Springate
- 10.11 For the purpose of Articles 8, 9, and 10, the word “days” shall not include Saturdays, Sundays or holidays as set out in Article 16.

#### ARTICLE 11 - SENIORITY

- 11.01 The Company recognizes departmental seniority rights within each classification for employees provided for in the agreement.
- a. New employees, including regular part-time employees, as defined in Article 22 of this agreement, will be considered probationary employees for the first fifty (50) days worked at the Allied Don Valley Hotel Inc. and during the probationary period will be entitled to no seniority and may be dismissed or laid off for the reasons described in Article 9.01. Upon completion of the probationary period, the employee’s name will be entered on the appropriate departmental seniority list with seniority dated from the date **last** hired.
- b. The departments for seniority purposes are:
- |              |              |
|--------------|--------------|
| Housekeeping | Maintenance  |
| Food Outlets | Bellman      |
| Kitchen      | Room Service |

Beverage Outlets/Services  
Switchboard      Banquets (regular)  
Leisure Club

- 11.02      The Company shall maintain an up-to-date Seniority List indicating the employees House, Department and Classification Seniority Dates. Copies of such lists shall be supplied to the Union at intervals **of** three (3) months.
- The Company shall also supply the Union with a separate list of the employee's addresses and phone numbers. Such list shall not be posted in the hotel but shall be for the internal use of the Union.
- 11.03      a.    When an employee is transferred to another department or food and beverage outlet in the Bargaining Unit, they shall retain house seniority, however, unless the transfer is **of** a temporary nature for the probationary period or less, they 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 to return to the original department or food and beverage outlet within that period of time, the seniority for that employee will continue to accumulate in the original department or food and beverage outlet during the employee's absence.
- b.    An employee cannot be transferred or assigned to a job outside of their 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.
- c.    Temporary Transfer - In the event an employee is assigned to a job other than that which they are permanently assigned for a minimum of fifteen (15) minutes or more, they shall receive their own rate or the rate of the job to which they are assigned, whichever **is** the higher, for all hours worked in the assigned position.
- 11.04      An employee's length of continuous service with the Company shall determine vacation eligibility and benefit level under programmes provided in this Agreement. Subject to the provisions of Article 11.05 hereof department seniority within a classification shall determine the order of lay off, recall from lay off and the right to claim a specific vacant shift shall apply to non rotating shifts only. The word "shift" means anyone on the day shift, evening shift or night shift as scheduled weekly by the Company.
- 11.05      Classification Seniority: applies to entitlement to available weekly scheduled shifts; available days off; available vacation; layoff and reduced hours.

Where it is necessary to reduce the workforce in a department or food and beverage outlet, job classification seniority will be the guiding factor.

Part-time employees have seniority only within the part-time classification. Full-time employees have preferred status to part-time employees.

11.06 In the case of 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 the 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. It is understood that in the event of layoff each department or each food and beverage outlet will stand on its own as a department.

11.07 **Department seniority:** will be the governing factor in cases of promotion, or upgrading of employees where all other factors including skill, ability and efficiency are equal.

**Classification seniority:** applies to entitlement to available weekly scheduled shifts; available days off; available vacation; lay off and reduced hours.

11.08 Vacancies for permanent positions within the bargaining unit shall be posted within the department concerned for a minimum period of five (5) calendar days. Employees desiring a promotion to a posted position shall apply in writing to the Human Resources Department within such five (5) day period, setting forth the employee's qualifications and reasons for so applying. Where, in the judgement of the Company, which shall not be exercised in an arbitrary, unfair or discriminatory manner, where no applicant is suitably qualified, applications from persons outside the bargaining unit will be solicited.

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

- a. voluntarily leaves the employ of the company;
- b. is discharged and is not reinstated through the Grievance or Arbitration Procedure;
- c. is laid off for a period equal to the lesser of his/her period of seniority or six (6) months;

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

- d. fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Company have been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- e. fails to return to work within five (5) calendar days after being recalled from layoff by notice sent by telegram or registered mail, or fails to advise of his/her intention to return within three (3) days following such notice.
- f. retires at 65 years of age;

11.10 An elected Union Steward with one (1) year or more of seniority shall be the last employee laid off in his/her classification and department and shall be the first employee recalled within his/her classification and department.

11.11 Should the hotel close a food and beverage department, 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, other than a food and beverage outlet, 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 employee shall retain their house seniority while being required to accumulate their departmental seniority in their new occupation.

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

- 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.

Either of the above two (2) options must be selected by the employee within a fourteen (14) day period from the closure date in writing or by application to the Human Resources Department.

Upon failure on the part of the employee to select either (a) or (b) it will be assumed by the parties to this Agreement, the Employer has the right to apply paragraph (b) and there will be no recourse from this selection. In addition, the Employer will pay to the employee the monies provided for under the Employment Standards Act for the Province of Ontario in accordance with the lieu of notice provision.

The Company will notify the Union, as soon as is practicable, when a decision has been taken to close any food and beverage outlet or other department.

- 11.12 During the period ending April 9, 1998, the Company will not subcontract out any bargaining unit work. Subsequently, should the Company subcontract any bargaining unit work, the Company will give the Union and employees ninety (90) days notice, or pay in lieu of notice. An employee so affected may exercise his/her seniority as described in Article 11.11; and be paid the greater of his/her current rate of pay or the rate of pay of the new classification. This paragraph does not apply to any services currently subcontracted.

- 11.13 It shall be the duty of the employee or laid off person to notify the Employer's Human Resources Office promptly, in writing, of any change in their address or telephone number; if an employee or laid off person fails to do this, the Employer shall not be responsible for the failure of the notice to reach them and any notice which appears in 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.

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## ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 The Company may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. Delegation for Union Business which shall be limited to attendance at a Union Convention, Educational seminar, or work assignments, shall be considered as good cause for leave of absence. All requests for leave of absence shall be in writing as far in advance as practicable. The Company agrees to reply to such requests in writing within seven (7) working days whenever possible.



Union Leave:

1. The Employer may grant leave of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business.
2. 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.
3. The request will not involve more than four (4) employees at any one time and not more than one employee from any one department.
4. With regard to such leave of absence as in (a) above, the Employer will continue to pay the employee their regular wages with normal deductions and contributions for such period and will invoice the Union for such gross wages. The Union will reimburse the Employer for such wages paid.

12.02 Leave of absence will be granted to not more than one (1) employee who has been appointed or elected to a Union office for a period not exceeding two (2) years. Such leave shall be requested in writing at least fifteen (15) days prior to its commencement date. The employee concerned shall continue to accumulate seniority during the period of approved leave and shall return to employment with the Company within thirty (30) calendar days following termination of employment with the Union.

12.03 Maternity, Parental and Adoption Leave:

The Company will grant maternity, parental and adoption leave to an employee in accordance with the Employment Standards Act. The employee may be required to provide a medical certificate confirming an employee's fitness to return to work.

12.04 Sick Leave:

Employees with one (1) or more years of seniority with the Allied Toronto Don Valley Inc. who are absent on sick leave shall retain seniority for a period of one (1) year and during such period (subject to availability of work within their classification and department and their ability to satisfactorily perform the work available in such classification) shall be returned to active employment upon termination of such illness as confirmed by the attending physician.

12.05 Leave of Absence:

In cases of emergency (for example, severe illness or death of a family member out of the country), the Employer agrees to grant leave of absences wherever possible and it

is understood that the requirement for two (2) weeks notice may be waived in emergency situations.

### ARTICLE 13 - REPORTING TO WORK

- 13.01 The Company agrees that an employee reporting for work at the commencement of his/her regular shift, unless previously notified not to do so, shall be entitled to either of the following provisions unless failure to supply work is due to conditions beyond the control of the Company, which shall include but not be restricted to fire, flood, electrical or mechanical breakdown:
- a. if the employee is authorized to commence work and does so, assignment of his/her normal daily hours of work at his/her basic hourly wage rate or payment in lieu thereof if sent home prior to completion of his/her normal daily hours of work. An employee so affected will perform such departmental work as is available in order to qualify for payment hereunder. In the event an employee refuses to perform related department work offered, the Company shall have the option of sending such employee home without compensation. Work in another department shall not be assigned without the agreement of the employee concerned.
  - b. if the employee is not authorized to commence work, four (4) hours pay at his/her basic hourly wage rate.
- 13.02 Departmental work schedules shall be posted no less than ninety-six (96) hours prior to the scheduled work.
- 13.03 The parties agree that the Company may, on giving prior notice, schedule less than the normal daily hours of work for an employee on a subsequent workday, provided no employee with greater departmental seniority shall have his/her normal daily hours on such day reduced as a consequence.

### ARTICLE 14 - BONDING

- 14.01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Company's bonding company, by reason of a conviction under the criminal code, immediately terminates his/her employment, regardless of seniority or other conditions.

### ARTICLE 15 - UNION SECURITY

- 15.01 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 employee's first pay in each month.

- 15.02 The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an employee, on the first pay period of the month. 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.
- 15.03 All sums deducted, together with the record of those from whom deductions have been made and the amount shall be forwarded to the Treasurer of the Local Union along with the employees full name (first and last), address, phone numbers, department, classification, wage rate, status (full or part time) and start day, Social Insurance Number on the 15th day of the month following the deductions. This report shall be forwarded to the Union office electronically by email. 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.
- 15.04 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.
- 15.05 The Employer and the 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.
- 15.06 It is understood that the amount of dues is determined by the Local Union, or by Union International Convention and can be changed by the Local Union or by Union International Convention at any time to comply with such Local or Convention decision regarding same, and this authorized check off will hold harmless both the Employer and Local Union if so directed.

This provision will be applied subject to sixty (60) days notice in writing, from the Union to the Allied Toronto Don Valley Hotel Inc.

- 15.07 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 the employee's status becomes acceptable to the Union during this period.
- 15.08 The Employer will forward a list of all employees, including their SIN number, phone number, address, and another list setting out the employees House seniority and seniority by Department by Classification every six (6) months in January and July.
- 15.09 The Allied Hotel Toronto Don Valley shall be held harmless in providing telephone numbers and addresses to the Union.

ARTICLE 16 - HOLIDAYS

- 16.01
1. Employees in the active employ of the Company who have completed three (3) months continuous employment with the Company shall receive pay for the following holidays:
- |                |                           |
|----------------|---------------------------|
| New Year's Day | Good Friday               |
| Victoria Day   | Canada Day                |
| Civic Holiday  | Thanksgiving Day          |
| Labour Day     | Employee's Birthday       |
| Christmas Day  | Employee's Anniversary of |
| Boxing Day     | employment with the Hotel |

A floating holiday will be granted annually to all eligible full-time regular employees who have completed one (1) or more years of continuous service. The date upon which an individual employee will observe the floating holiday shall be mutually agreed between the Company and the employee, but in any event must be observed between January 15 and February 28 of each year. Should Heritage Day be declared and become a designated holiday under the Employment Standards Act of the Province of Ontario, the floating holiday will then be deleted from the provisions of this Collective Agreement and Heritage Day substituted therefor.

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. Holiday pay is calculated by taking the previous thirteen (13) weeks total hours divided by the number of shifts worked in that thirteen (13) week period.

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

In the event an employee who would otherwise be eligible is absent due to lay-off or an illness (not otherwise compensated through the provisions of Article 21 - Sick Leave or under the Health and Benefit Plan) and provided the employee(s) concerned has worked for the Company during the fifteen (15) day period preceding the holiday recognized under this Agreement, such employee shall receive pay for such holiday(s) as provided above.

Employees who are required to work on a holiday shall receive pay for time worked on such date at his/her basic hourly rate of pay and, if qualified pursuant to the foregoing, shall receive holiday pay in addition thereto.

2. The Company will make every practicable and reasonable effort to accommodate requests from employees for a leave of absence, without pay, to celebrate special religious holidays.
3. If a holiday falls within an employee's vacation period, the Company shall grant either an extra day's vacation at a time convenient to the Company or pay for the holiday as provided herein.

ARTICLE 17- WAGES

17.01 The Company agrees to pay and the Union agrees to accept during the term of this agreement as minimums, the wage rates set out in this Article.

The following are the agreed upon job rates for each employment classification which shall become effective with the start of the pay period coinciding with or next following:

Classification	Old rate	Jan. 1/04	July 1/04	Jan. 1/05	July 1/05	Jan. 1/06
<b>HOUSEKEEPING</b>						
Houseperons	\$12.85	12.98	13.18	13.59	13.93	14.42
Room Attendants	\$12.85	12.98	13.18	13.59	13.93	14.42
Room Checker	\$12.96	13.09	13.29	13.70	14.04	14.53
Laundry	\$12.85	12.98	13.18	13.59	13.93	14.42
<b>KITCHEN</b>						
Section Chef	\$17.10	17.27	17.53	17.97	18.42	18.97
1 <sup>st</sup> Cook	\$15.59	15.75	15.99	16.39	16.80	17.30
2 <sup>nd</sup> Cook	\$14.48	14.63	14.85	15.22	15.60	16.07
3 <sup>rd</sup> Cook	\$13.85	13.99	14.20	14.56	14.92	15.37
Pantry	\$12.73	12.86	13.05	13.38	13.72	14.13
Dishwasher	\$12.73	12.86	13.05	13.46	13.80	14.29

Cook's Helper	\$12.73	12.86	13.05	13.38	13.72	14.13
Garde Manger	\$15.70	15.86	16.10	16.50	16.91	17.42
Steward	\$13.16	13.29	13.49	13.83	14.18	14.61
Store Attendant	\$12.73	12.86	13.05	13.38	13.72	14.13
FOOD SERVICE						
Rm Service Cpt. (g)	\$9.96	10.06	10.21	10.36	10.52	10.78
Server (g)	\$8.50	8.59	8.72	8.85	8.98	9.21
Buspersion (non-g)	\$10.00	10.10	10.25	10.51	10.77	11.09
Cashier (non-g)	\$12.34	12.46	12.65	12.97	13.29	13.69
Cafeteria Attd(non-g)	\$12.73	12.86	13.05	13.38	13.72	14.13
BEV PROD'N						
Bartender (non-g)	\$14.16	14.30	14.52	14.88	15.25	15.71
Bartender Stool (g)	\$12.28	12.40	12.59	12.78	12.97	13.29
Bar Assistant(non-g)	\$11.20	11.31	11.48	11.77	12.06	12.42
Cashier (non-g)	\$12.34	12.46	12.65	12.97	13.29	13.69
BEV. SERVICE						
Server	\$8.50	8.59	8.72	8.85	8.98	9.21
SPECIAL SERVICE						
Bellperson (g)	\$8.51	8.60	8.73	8.86	8.99	9.22
Door Attendant (g)	\$8.96	9.05	9.19	9.33	9.47	9.71
Switchboard (non-g)	\$12.85	12.98	13.18	13.51	13.85	14.27
LIESURE CLUB						
Attendant	\$12.26	12.38	12.57	12.88	13.20	13.60
Lifeguard	\$12.26	12.38	12.57	12.88	13.20	13.60
MAINTENANCE						
General	\$14.86	15.01	15.24	15.62	16.01	16.49
Helper	\$12.71	12.84	13.03	13.36	13.69	14.10
BANQUETS						
Banquet CPT (g)	\$10.02	10.12	10.27	10.42	10.58	10.85
Server (g)	8.50	8.59	8.72	8.85	8.98	9.21
Porter (g)	12.71	12.84	13.03	13.23	13.43	13.77
Bev. Dispenser (g)	\$13.32	13.45	13.65	13.86	14.07	14.42
Mini Bar Attendant (g)	\$14.42	14.56	14.78	15.00	15.23	15.61

Night Premium: Employees who work the majority of their shift between 11:00 p.m. and 7:00 a.m. will earn a \$0.25 per hour premium. There will be no pyramiding or duplicating of premiums.

Employees hired following ratification of this wage schedule shall as a minimum receive 90% of the job rate for their classification during the first three (3) months of continuous employment and 95% of the job rate for their classification during the following nine (9) months of continuous employment. Upon completion of one year of continuous employment, an employee shall as a minimum receive the job rate for his/her classification.

The granting of merit increases to individual employees shall not obligate the Company to grant a general increase.

Employees receiving an hourly rate higher than the job for their classification on the date of ratification shall receive an increase equal to the cents per hour granted to an employee in the same classification and department who was receiving the job rate. In order to retain a premium hourly rate an employee must at all times maintain productivity, quality of work and attendance at levels acceptable to the Company.

## ARTICLE 18 – SERVICES

### 18.01 Room service:

Any function held in a board room or salon that is booked through catering and serviced by room service will include an automatic 15% service charge.

18.02 In the Room Service Department, a suggested gratuity in the amount of fifteen percent (15%) shall be shown on the guest's check, with the understanding that non-payment of all/any service charge to the hotel by the guest will be recoverable from the employee.

### 18.03 Special services:

#### Tour Baggage:

A. The Company policy with regard to the treatment of Tour Baggage shall continue for the life of this Agreement.

The Employer will not lose business based upon the customer refusing to pay baggage charge.

B. All tours will be paid accordingly:

Effective Ratification 2003: the amount will change to \$2.30 - bag in/out

Effective February 1, 2004: the amount will change to \$2.40 – bag in/out

Effective February 1, 2005: the amount will change to \$2.50 – bag in/out

18.04 Complimentary items: will be paid at the rate agreed upon in the customer contract.

The Employer will not lose business based upon the customer refusing to pay the complimentary item charge.

18.05 Complimentary Function Charges:

An automatic ten percent (10%) service charge will be added to all Company promotional complimentary functions held in any food or beverage outlets and departments.

“*Kids eat free*” will be subject to this charge.

There will be an automatic gratuity of fifteen percent (15%) for all parties or functions over ten (10) people in the food and beverage outlets if the client previously agrees.

18.06 Housekeeping:

The sum of one dollar (\$1.00) for the combination of setup/take down of a cot by the Houseperson and one dollar (\$1.00) for the Room Attendant or Houseperson for the make up of a cot will be paid.

ARTICLE 19 - VACATIONS

19.01 The Company agrees to provide during the term of this agreement vacation entitlements as set out hereto. Employees in the active employee of the Company shall be entitled to an annual vacation with pay in accordance with the following schedule:

1. Employees who have completed one (1) year of continuous service but less than five (5) years of continuous service with the Company shall be entitled, on each anniversary of their employment with the Allied Don Valley Hotel Inc. within such period, to two (2) weeks of vacation with two (2) weeks gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is absent or laid off for more than fifteen (15) days in a qualifying period shall receive as vacation pay four percent (~~4%~~) of his/her total pay earned since the most recent anniversary of his/her employment with the Company.
2. Employees who have completed five (5) years, but less than twelve (12) years of continuous service with the Company shall be entitled, on each anniversary of their employment with the Allied Don Valley Hotel Inc. within such period, to three (3) weeks of vacation with three (3) weeks gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is absent or laid off for more than fifteen (15) days in a qualifying period shall receive as vacation pay six percent (6%) of his/her total pay earned since the most recent anniversary of his/her employment with the Company.
3. Employees with twelve (12) years or more of continuous service with the Company shall be entitled on each anniversary of their employment with the Allied Don Valley Hotel Inc., to four (~~4~~) weeks of vacation with four (~~4~~) weeks of gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is absent or laid off for more



than fifteen (15) days in a qualifying period shall receive as vacation pay eight percent (8%) of his/her total pay earned since the most recent anniversary of his/her employment with the Company.

4. An employee shall be entitled on his or her anniversary of employment coincident with fifteen (15) years of continuous employment with the hotel and on each fifth (5th) subsequent anniversary of continuous employment with its hotel, to five (5) weeks of vacation with five (5) weeks gross pay. An employee who would otherwise qualify under the provisions of this paragraph who is absent or laid off for more than fifteen (15) days in a qualifying period (i.e. the twelve months preceding the fifteenth (15th) anniversary or any fifth (5th) subsequent anniversary) shall receive as vacation pay ten percent (10%) of his or her total pay earned during such qualifying period.
5. All full-time regular employees of the Employer who have completed twenty-five (25) years of service or more of continuous service with the Employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages.

For the purpose of this Article 19, total pay, shall include wages received for work performed at either the straight time or time and one-half rate, holiday pay and vacation pay.

The Company shall post a vacation request schedule in each department on or before February 15 each year. Employees wishing to schedule their annual vacation during a specific period shall be required to so indicate on the posted schedule on or before March 1. Consistent with efficient operation of the hotel, the scheduling of vacations within a department shall be based on seniority. The Company shall, whenever possible, and consistent with departmental operating requirements, grant consecutive weeks of vacation to employees. The Company shall post an approved vacation schedule for each department on or before March 31 each year.

There will be no carry over of vacation from year to year.

#### ARTICLE 20 - HEALTH AND SAFETY

- 20.01 The parties to this agreement shall form a Health and Safety Committee consisting of three (3) members of the Company and three (3) members from the Union to make recommendations on matters of health and safety as related to the Occupational Health and Safety Act.
- 20.02 The certified Health and Safety Representative shall have the right to accompany all authorized Safety Inspectors on tours of the hotel and shall receive copies of any reports sent to the Company pertaining to such inspections.

- 20.03 Members of the Health and Safety Committee shall be paid their normal straight time hourly rate for attending health and safety meetings. Time spent at such meeting outside of the employee's scheduled hours shall not count towards the payment of overtime. The minimum call-in shall not apply to employees who attend health and safety meetings outside of their scheduled hours.
- 20.04 An employee required by the Company to submit to a medical examination during working hours shall be paid at their regular rate of straight time pay for the amount of time spent in attending to such an examination.
- 20.05 The Company shall ensure that all appropriate equipment that is made available shall conform to the Ontario Health and Safety Act.
- 20.06 The Employer will comply with the Occupational Health and Safety Act, R.S.O. 1990 revised 1995.

## ARTICLE 21 - HEALTH AND WELFARE

### 21.01 **Contribution Rate:**

The Employer will contribute to the HERE Union Local 75 Health and Welfare Trust the following amount for each hour paid on behalf of all full-time employees and commencing January 1, 2005 the Employer will make contributions for part-time bargaining unit employees who have completed their probationary period:

October 9, 2003: \$0.93 per hour paid

July 1, 2004: \$1.03 per hour paid

July 1, 2005: \$1.08 per hour paid

It is understood that hours paid include: 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 of behalf of employees 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 additions to the above contribution rates.

21.02 Notwithstanding the provision in this Agreement under the scope clause whereas only those employees that work regularly twenty-four (24) hours per week or more shall be classified as full-time regular employees after completion of their fifty (50) working days worked, the stated amounts per hour will be paid on behalf of all employees that work on a regular basis of twenty (20) or more hours per week upon completion of the probationary period of fifty (50) working days worked.

21.03 It is understood and agreed by the parties to the Agreement that this amendment to the scope provision only applies to the Health and Welfare Benefit by the payment on behalf of the employees of the stated amounts provided therein and does not in any way adjust or alter the intent of the scope as provided by this provision. A further example of this intent is to provide Health and Welfare care for those employees that are hired under the scope classifications to fill jobs that are limited to only twenty (20) hours per week. Notwithstanding this provision it is recognized by the parties that part-time employees from time to time may exceed their twenty (20) hours but still retain their status of part-time and do not qualify for these benefits.

21.04 **Payment of Contributions:**

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

The Employer will be responsible for loss of benefits to any employee because of an Employer's default action of payments.

21.05 **Interest on Delinquent Contributions:**

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

21.06 **Plan Trustees:**

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

21.07 **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 21.01 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.

21.08 **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.

21.09 **New Benefits:**

Upon a decision of the Trustees of the HERE Union 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 benefits to eligible members, or in the change of any benefits.

ARTICLE 22 - REGULAR PART-TIME EMPLOYEES

22.01 The Company agrees to provide working conditions and other entitlements for regular part-time employees as set out hereto:

Regular Part time Employees

1. All employees regularly scheduled and working not more than twenty-four (24) hours per week will be considered part-time employees. The articles and schedules of the Collective Agreement set out hereunder and the amendments listed below shall govern regular part-time

employees:

Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32 and Schedule I, LOA #1, LOA #2, LOA #4, LOA #7, LOA #8, LOA #9 and LOA #10.

2. Regular part-time employees who are called in to work on any given day shall receive not less than four **(4)** hours pay.
3. Regular part-time employees in the active employ of the Company who qualify and who are not required to work on a holiday established under the Employment Standards Act of the Province of Ontario shall receive regular pay for such holiday(s).
4. An eligible regular part-time employee in the active employ of the Company who is required to work on a holiday established under the Employment Standards Act of the Province of Ontario may be granted a day off with pay in lieu of the holiday at his/her regular rate of pay within a period of thirty **(30)** days prior to or thirty **(30)** days subsequent to the holiday concerned. Pay for a day off in lieu of a holiday shall be computed on the basis of the number of hours such employee would have worked had there been no holiday at his/her regular straight time hourly rate of pay. **If** a day off in lieu of the holiday is not granted by the Company, then such employee shall be paid for authorized work performed on the holiday at one and one-half times his/her regular straight time hourly rate of pay and, in addition, shall receive holiday pay calculated in accordance with Section 3 of this Article 22.

An employee shall qualify for a day off with pay in lieu of a holiday in the same manner as set forth in Section 3 of this Article 22.

5. Vacation pay shall be granted in accordance with the Employment Standards Act of the Province of Ontario.
6. Overtime

Authorized work performed by a regular part-time employee in excess of forty (40) hours in the week or eight (8) hours in a day shall be paid at the rate of time and one-half the employee's regular straight time hourly rate.

#### ARTICLE 23 - HOURS OF WORK

- 23.01 The normal week for all employees shall consist of forty (40) hours comprised of eight (8) hours per day in five (5) days per week. Preference in scheduling during regular (non-premium) hours shall be given to full-time employees (employees regularly scheduled and working more than twenty-four (24) hours per week). The Company shall employ its best efforts to arrange schedules so that employees will have two (2) consecutive days off during each work week.

23.02 Authorized work performed by an employee in excess of

1. The normal work week as defined in Article 23.01;
2. Eight (8) hours per day; or
3. On the six (6th) or seventh (7th) consecutive day;

shall be paid at the rate of time and one-half (1½) the employee's regular basic hourly rate.

Unscheduled or emergency overtime will be performed by employees already on shift.

All hours worked by an employee over eight (8) in a day shall be voluntary. If there are no volunteers, the junior employee at work will be required to work.

It is further agreed, that if an employee requests either a change in his or her scheduled days off 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) consecutive day, the Employer shall not be required to pay overtime rates to honour this request.

23.03 Employees will be entitled to one (1) fifteen (15) minute rest period for each complete half shift of four (4) hours duration at a time determined by the Company and consistent with efficient operations. In observing such rest periods employees shall return to their **work** station within the aforementioned time limit.

23.04 It is hereby expressly understood that the provisions of this Article 23 are intended to provide a basis for calculating time worked and shall not be construed to be a guarantee as to the hours of work per week nor as to working schedule.

23.05 The work week for all employees shall commence at 12:01 a.m. on Thursday and shall end at 12:00 midnight on the following Wednesday.

23.06 Servers shall complete service on a guest notwithstanding the fact that the employee has reached his or her quitting time, and such additional time shall be paid at the employee's regular rate for the first half hour and time and one half his or her regular rate for all time after the first half hour.

23.07 Re: Food Outlets:

The Parties agree that the two (2) senior servers in the Cafe Bellevue, ((1) on the day shift and (1) on the night shift), shall have the right to claim Saturday and Sunday as

days off, if available. For the purposes of Article 23.08, this arrangement shall be deemed to be “current practice” for the life of this agreement.

The Union agrees that this Article in no way diminishes the Employer’s rights under Article 3, of this Agreement.

23.08 Re: Scheduling Days Off

The Parties agree that the current practice for the scheduling of work and available days off, in the individual departments, shall continue for the life of this Agreement. In the event the Employer has to schedule shifts of six (6) or seven (7) consecutive shifts, the scheduling of these shifts shall be rotated as practicably as possible among the employees in the classification in question that do not have fixed days off.

23.09 Re: Business Class Lounge:

The current practice of assigning work in the business class lounge to non-bargaining unit personnel shall continue as long as there is no charge for the alcoholic beverages that **are** served to the guests.

ARTICLE 24- BEREAVEMENT LEAVE

24.01 On the completion of one (1) year of continuous service, eligible employees shall be entitled to receive up to a maximum of eight (8) hours per day for each regularly scheduled work day **that** occurs within such three (3) day period in the event of

- a. the death of **an** employee’s mother, father, wife, husband, son, daughter, sister, brother or common-law spouse;
- b. the death of a grandchild, grandparent, a death in the immediate family of an employee’s spouse, (i.e. mother-in-law, father-in-law, sister-in-law or brother-in-law), provided the employee is attending the funeral. In the event such employee is unable to attend the funeral, one (1) day off with pay may be requested, which request shall not be unreasonably refused by the Company.

In order to qualify for the foregoing leave of absence, an employee must supply satisfactory proof by way of a doctor’s certificate or newspaper clipping and must promptly notify his or her department head.

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

ARTICLE 25- UNIFORMS

ARTICLE 26 - SHOE ALLOWANCE

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2004: \$45.00  
2005: \$50.00  
2006: \$60.00

The standards of safety footwear (make, colour, specific features, etc.) will be set by the Employer following recommendations from the Health and Safety Committee.

It is understood that employees who have availed themselves of the provisions stated herein must wear the safety footwear on a continuous basis while on duty.

ARTICLE 27 -- CULINARY AND MAINTENANCE DEPARTMENT TOOL/KNIFE ALLOWANCE

27.01 The past practice of the Employer supplying all necessary and required tools, supplied and equipment shall be maintained.

ARTICLE 28 -LAPEL PINS

28.01 Employees shall be entitled to wear discreet sized lapel pins identifying themselves as members of the Union.

ARTICLE 29 - JURY DUTY

29.01 An employee called for jury duty shall be reimbursed by the Company for the difference between jury duty fees and the wage he/she otherwise would have received (not in excess of eight (8) hours per day or forty (40) hours per week) for the actual time he/she is necessarily required to be absent from work by reason of such duty.



ARTICLE 30 - EDUCATION, TRAINING, AND DEVELOPMENT

30.01'     **Life Long Learning Fund:**

The Company will make a contribution of one cent (1¢) per employee hour worked to the **Life Long Learning Fund**. This fund will sponsor educational workshops and training of importance to Union members.

30.02     **Union Educational:**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor educational functions such as seminars, workshops, lectures, etc. to be held on the Employer's premises during employee's lunch period or following the regular working day if space permits, does not disrupt hotel operations, or lead to any unwarranted costs by the Company.

ARTICLE 31 - SEVERANCE AND RETIREMENT

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

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.

ARTICLE 32 - TERMINATION

32.01     This Agreement shall continue in effect until January 31, 2006, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days nor more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

32.02     **If**, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the expiration date, it shall expire unless it is extended for a specific period by mutual agreement of the parties. All such negotiations shall be subject to the Ontario Labour Relations Act, R.S.O. 1980.

Dated at Toronto, Ontario, this 21st day of August 2004.

FOR THE EMPLOYER:

ALLIED DON VALLEY HOTEL INC.

FOR THE UNION:

HOTEL EMPLOYEES RESTAURANT  
EMPLOYEES UNION, LOCAL 73

*Michael Bay Consigne inc*  
*8/24/04*

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

## SCHEDULE I: BANQUET DEPARTMENT

1. Steady banquet employees shall enjoy all terms and conditions of this Collective Agreement save and except **as** modified hereunder.

2. Wages: as contained in Article 17 of this Agreement.

3. Re: Banquet Staff Call-in:

Banquet staff will be called in at least 1½ hours before a function begins.

4. Hours of Work and Overtime:

Employees will be paid overtime after forty-four (**44**) hours worked in a week.

5. Scheduling:

The seven (7) most senior banquet employees in the classification of server who place no restriction on availability shall be designated "Steady Servers" and shall be scheduled in order of seniority.

6. Gratuities:

a. Seventy-five percent (75%) of the gratuity related to food revenue shall be distributed to bargaining unit employees who serve the food and a gratuity equal to 6¼% of the revenue related to the sale of liquor or beer shall be distributed to bargaining unit employees serving "host bars".

A service charge of fifteen percent (**15%**) shall be added to the amount charged for liquor, beer and wine on "cash bars" (the "Service Charge"). Banquet department employees servicing a banquet "cash bar" shall share equally in 100% **of** the Service Charge.

Payment of Gratuities:

i.. Gratuities on banquets and on host bars shall be distributed in equal portions to employees serving such functions. Employees receiving gratuities shall receive an itemized breakdown for each function worked and gratuities paid **for** each two (2) week pay period.

ii. Checks **or** relevant documents showing the total amount of gratuity collected will **be** available for inspection by the Union upon request. Gratuities distributed as aforesaid that are not subsequently collected from the guest are subject to recovery by the Company from the gratuities of subsequent banquets worked by the employees concerned. The Union shall be notified of such non-payment by the guest.

iii. A representative of the Union may make periodic audits of documents relative to gratuity distribution and submit an audit report to both parties in writing setting forth his/her findings.

b. Re: Banquet Porters Share of Gratuities:

At a food function where Banquet Porters are assisting, the Porter shall receive five percent (5%) of the servers' portion of gratuities

7. Meals:

Banquet servers shall be allowed one (1) meal for each four (4) hours worked. Pursuant to the requirements of Revenue Canada, employees receiving meals shall be assessed as a taxable benefit.

8. Banquet Bars (Cash & Host):

All work performed on banquet bars, including setting up and clearing, shall be performed by Banquet Department bargaining unit employees. On all bars scheduled for two (2) or more hours, an employee within the classification of Beverage Dispenser shall be scheduled and provided with a minimum of four (4) hours work.

9. Casual Banquet Employees:

Casual Banquet employees shall be scheduled when required to supplement Steady Banquet employees, as defined in Section 4 hereof. Sections 2, 3, 4, 5, 6 and 7, of this Schedule I, together with the provisions of the Employment Standards Act of the Province of Ontario, shall govern working conditions for casual banquet employees.

10. Continental Breakfast:

The service charge for Continental Breakfast shall be shared by the banquet porters as follows:

AM Banquet Porter: 50%

PM Banquet Porter: 50%

11. Coffee Breaks: The porters will continue to serve the coffee breaks as per the past practice.

No. 1:

**LETTER OF UNDERSTANDING**

**BETWEEN:**

ALLIED DON VALLEY HOTEL INC.

hereinafter called the "Employer"

**AND:**

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,  
LOCAL 75

hereinafter called the "Union"

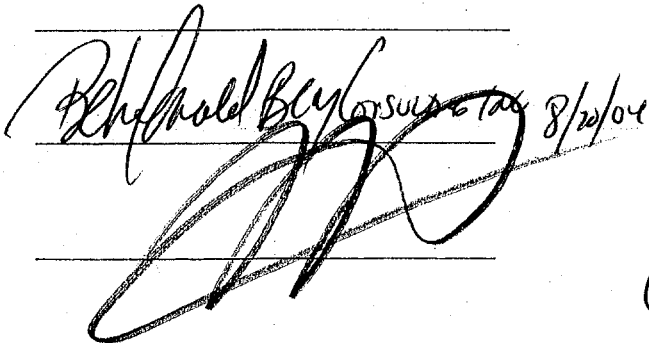
Re: Scheduling of Hours:

The Company shall assign work to the banquet servers (full-time and part-time) up to 44 hours per week, in order of seniority. In scheduling work for full or part time employees, if the Company schedules a breakfast and lunch together, the employee to whom the work is offered must accept both meals or be by-passed to the next employee.

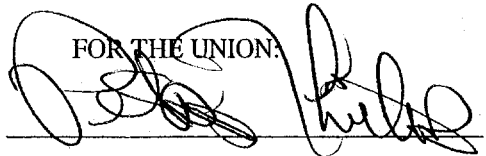
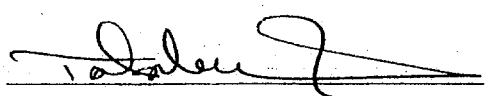
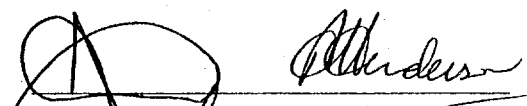
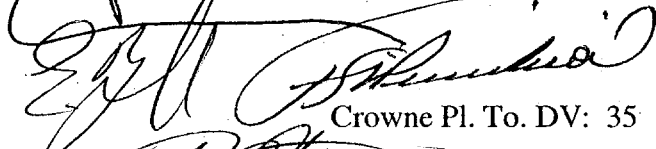
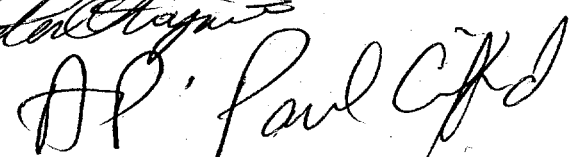
The Company will continue its past practice of scheduling part-time banquet employees by seniority.

Signed at Toronto, Ontario, this 2<sup>nd</sup> day of August 2004.

FOR THE EMPLOYER:

 Richard Bey  
8/22/04

FOR THE UNION:

 John Kelly  
 Dale  
 Anderson  
 Paul  
Crowne Pl. To. DV: 35  
 Paul

No. 2:

LETTER OF UNDERSTANDING

BETWEEN:

ALLIED DON VALLEY HOTEL INC.

hereinafter called the "Employer"

AND:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,  
LOCAL 75

Hereinafter called the "Union"

Re: Meals:

The Company agrees that food will be made available for the a.m. and p.m. shifts. This is a taxable benefit in accordance with Revenue Canada regulations.

Signed at Toronto, Ontario, this 21st day of August 2004.

FOR THE EMPLOYER:

FOR THE UNION:

*Richard Boy*  
*Richard Boy Consumer Inc*  
*8/18/04*

*[Signature]*

*[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*

Crowne Pl. To. DV: 36

*A.P. Paul*

No. 3:

LETTER OF UNDERSTANDING

BETWEEN:

ALLIED DON VALLEY HOTEL INC.

hereinafter called the "Employer"

AND:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,  
LOCAL 75

hereinafter called the "Union"

Re: Housekeeping Schedule Changes:

The Company shall give a full time employee in the housekeeping department at least twenty-four (24) hours notice of a change to his or her posted schedule.

Signed at Toronto, Ontario, this 25<sup>th</sup> day of August 2004.

FOR THE EMPLOYER:

Richard Berg CONSULTING INC  
8/22/04  
Employ

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Crowne Pl. To. DV: 37

[Signature]  
[Signature]

No. 4:

LETTER OF UNDERSTANDING

BETWEEN:

ALLIED DON VALLEY HOTEL INC.

hereinafter called the "Employer"

AND:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,  
LOCAL 75

hereinafter called the "Union"

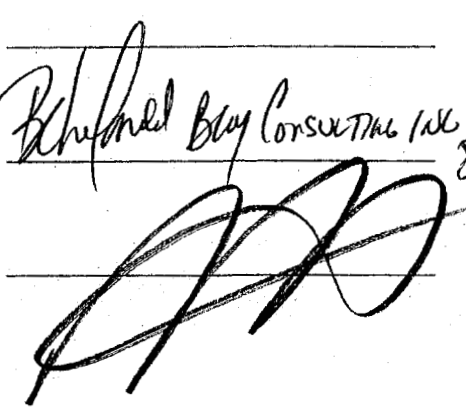
Re: Certificates & Licences:

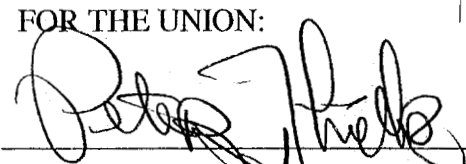
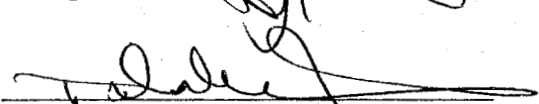

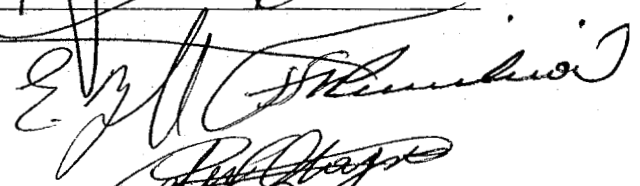
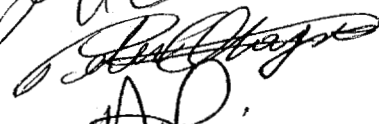
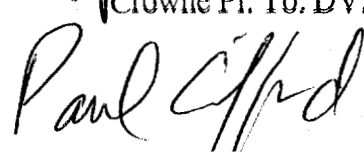
The Employer shall pay certification and licence fees for an employee who, as a condition of employment, is required to be certified or licensed, excluding motor vehicle licenses.

Signed at Toronto, Ontario, this 24<sup>th</sup> day of AUGUST 2004.

FOR THE EMPLOYER:

FOR THE UNION:

Richard Bay CONSULTING INC  
8/24/04  


  
  
  
  
  
A.P.  
Crowne Pl. To. DV: 38  




No. 5:

LETTER OF UNDERSTANDING

BETWEEN:

ALLIED DON VALLEY HOTEL INC.

hereinafter called the "Employer"

AND:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,  
LOCAL 75

hereinafter called the "Union"

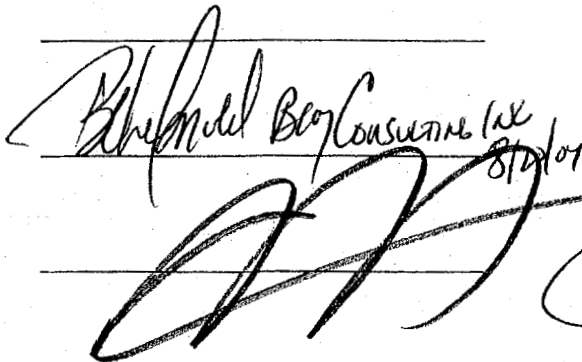
Re: Housekeeping Statutory Holidays:


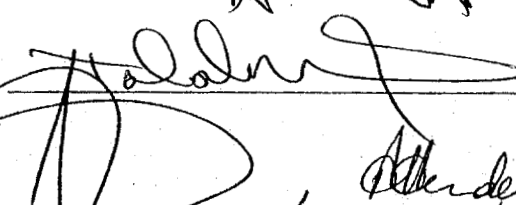
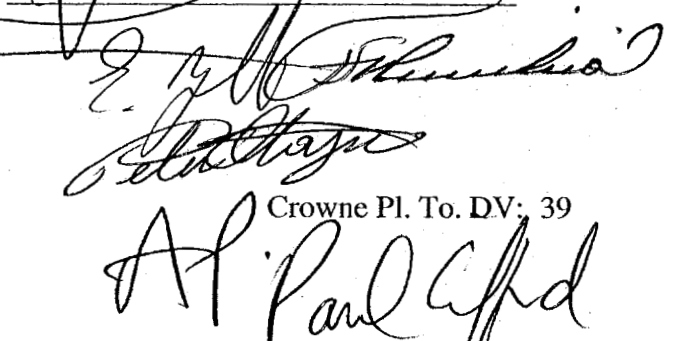
Senior employees in the housekeeping department shall have the first right of refusal to work on the holidays allowed under Article 16, provided the Company can obtain the required number of employees to maintain the full level of service.

Signed at Toronto, Ontario, this 21st day of August 2004.

FOR THE EMPLOYER:

FOR THE UNION:

 Ahmed Beg  
Consumer Inc  
8/12/04

 Peter Phelps  
 E. J. M. Munnick  
Attendee  
 A. Paul  
Crowne Pl. To. DV: 39

No. 6:

LETTER OF UNDERSTANDING

BETWEEN:

ALLIED DON VALLEY HOTEL INC.

hereinafter called the "Employer"

AND:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,  
LOCAL 75

hereinafter called the "Union"

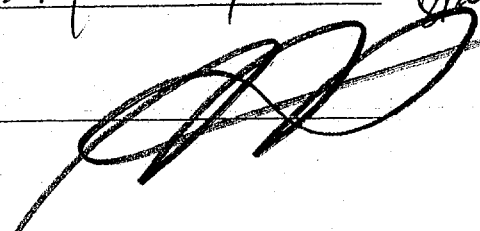
Re: R.R.S.P.:

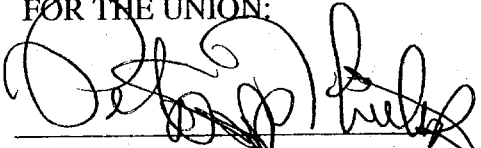

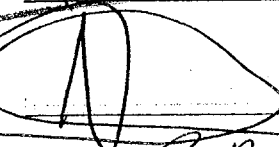
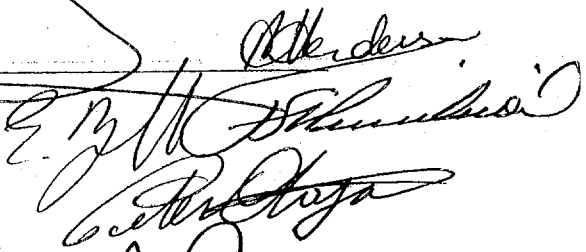
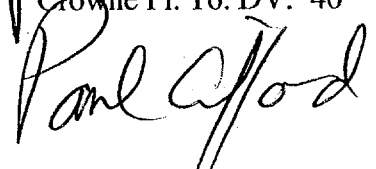
The Plan in its present format will stay in place during the life of the Collective Agreement.

Signed at Toronto, Ontario, this 26<sup>th</sup> day of August 2004.

FOR THE EMPLOYER:

FOR THE UNION:

Richard Berg CONSULTING INC  
2/20/04  


  
  
  
  
A.P.  
Crowne Pl. To. DV: 40  


No. 7:

LETTER OF UNDERSTANDING

BETWEEN:

**ALLIED DON VALLEY HOTEL INC.**

hereinafter called the "Employer"

AND:

**HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,  
LOCAL 75**

hereinafter called **the** "Union"

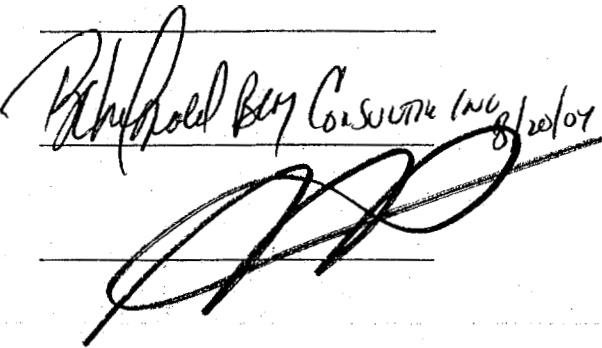
Re: Contracting out:

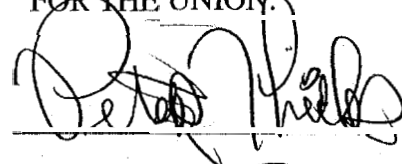
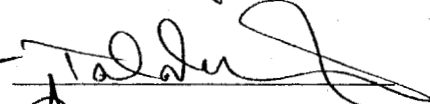

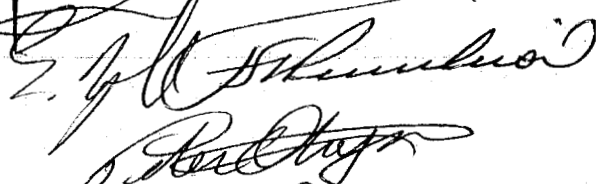

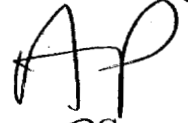
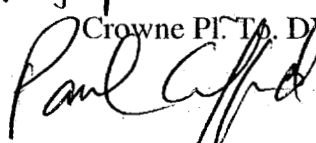
No current employee can be laid off due to subcontracting during the term of this agreement.

Signed at Toronto, Ontario, this 21<sup>st</sup> day of August 2004.

FOR THE EMPLOYER:

FOR THE UNION:

Richard Berg Consumer Inc. 8/20/04  


  
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\_\_\_\_\_  
  
\_\_\_\_\_  


No. 8:

LETTER OF UNDERSTANDING

BETWEEN:

**ALLIED DON VALLEY HOTEL INC.**

hereinafter called the "Employer"

AND:

**HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,  
LOCAL 75**

hereinafter called the "Union"

**Parking:**

The Employer will provide for free parking to all Union employees of the hotel and will further provide free parking to the Union Representative(s), Officers and officials while on property conducting Union business.

Signed at Toronto, Ontario, this 21<sup>st</sup> day of, AUGUST 2004.

FOR THE EMPLOYER:

Richard Bay Consignment Inc  
8/20/04

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

No. 9:

LETTER OF UNDERSTANDING

BETWEEN:

ALLIED DON VALLEY HOTEL INC.

hereinafter called the "Employer"

AND:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,  
LOCAL 75

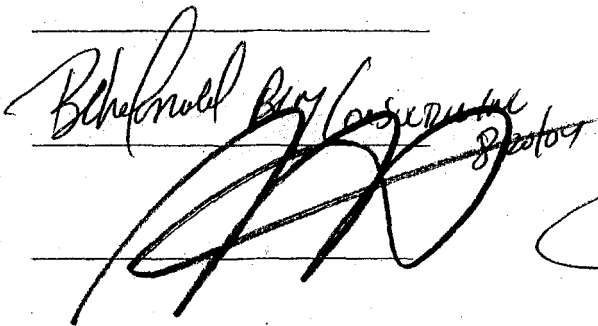
hereinafter called the "Union"

Re: Sous Chef

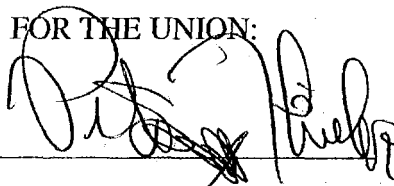

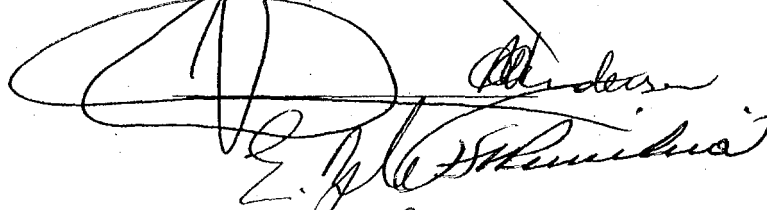
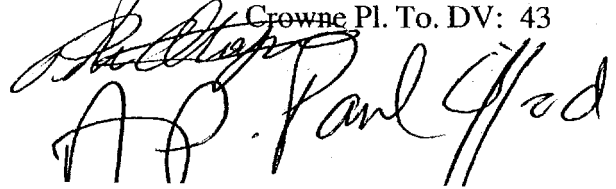
The Parties agree that notwithstanding the provisions of Article 2.03, the Employer shall have the right to employ not more than three (3) employees in the non-bargaining unit classification of Sous Chef. No more than two (2) employees in the classification shall be scheduled on the same shift. A Sous Chef shall not be hired to replace a bargaining unit employee in a cook classification. When necessary, and provided no cook in a bargaining unit classification is on lay-off, a Sous Chef shall be permitted to perform the duties in a cook classification. The Employer shall employ its best efforts to fill vacancies to cook classifications within four (4) weeks of the dates such vacancies occur.

Signed at Toronto, Ontario, this 21st day of, August 2004.

FOR THE EMPLOYER:

  
Blair Knoll Bay Corporation  
2004

FOR THE UNION:

  
  
  
Crowne Pl. To. DV: 43  
  
A.A. Paul God

No. 10

LETTER OF UNDERSTANDING

BETWEEN:

hereinafter called the "Employer"

AND:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION,  
LOCAL 75

hereinafter called the "Union"

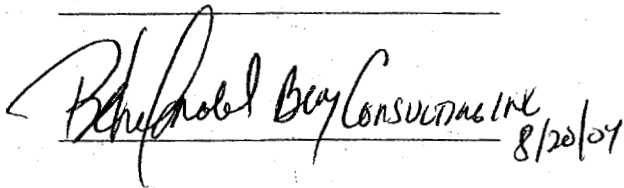
Re: Ravine Club:

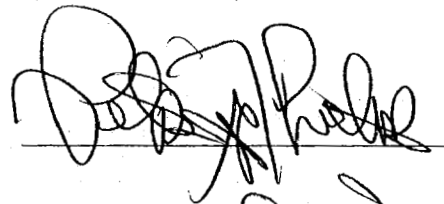
If the Operation of the Ravine Club is contracted out during the life of this agreement, the Employees have the rights afforded to them by the Collective Agreement in regard to bumping and the Employer undertakes to introduce these employees to any new operator. If the Employees choose not to exercise their bumping rights under the Collective Agreement and submit a letter of resignation within fifteen (15) days of the contracting out of the club, they will be paid two (2) times the amount of money afforded to them under the provisions of the *Employment Standards Act of Ontario*.

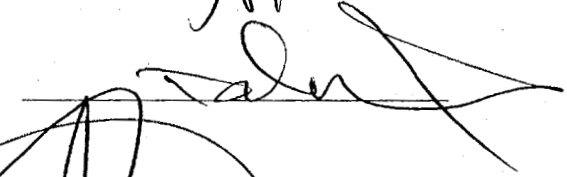
Signed at Toronto, Ontario, this 24th day of August 2004.

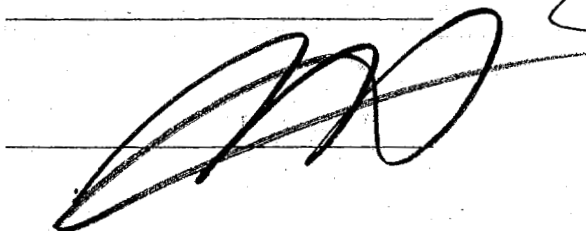
FOR THE EMPLOYER:

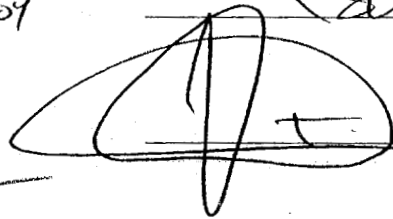
FOR THE UNION:

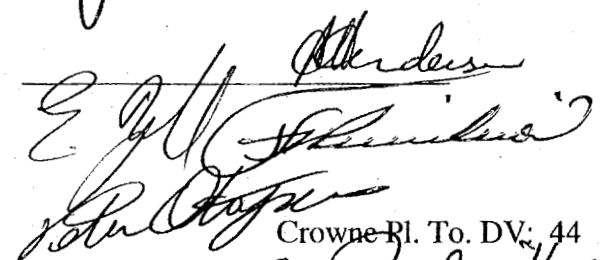
  
Raphael Bey CONSULTANT INC 8/20/04









  
Crowne Pl. To. DV: 44



**Change of Address**

<b>Name: (print clearly)</b>	<b>Social Insurance Number:</b>
<b>Employer:</b>	<b>Old Address:</b>
<b>New Address:</b>	<b>Postal Code:</b>

Please detach and mail to:

**HERE**, Local 75  
229 Yonge Street, Suite 502  
Toronto, ON M5B 1N9

47

Crowne Pl. To. DV: 45

47