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No. OF EMPLOYEES	480		
NOMBRE D'EMPLOYÉS	A		

COLLECTIVE AGREEMENT

BETWEEN:

**REGAL CONSTELLATION HOTEL LIMITED**

(hereinafter referred to as "the Company")

OF THE FIRST PART

- and -

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 333**

(hereinafter referred to as "the Union")

OF THE SECOND PART

RECEIVED  
JUL 1 2 1991



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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, the Union and employees covered by this Agreement, and to insure that the Company can operate its business in the most efficient manner.

**ARTICLE 2 - RECOGNITION & SCOPE**

- 2.01** The Company recognizes the Union for all employees of the Company in the bargaining unit described in the Ontario Labour Relations Board certificate and decision of June 23, 1983.
- 2.02** For the purpose of this Agreement:
- (a) "Full-time employee" means an employee employed in the bargaining unit described in 2.01 who regularly works more than twenty (20) hours per week;
  - (b) "Part-time employee" means a part-time employee employed in the bargaining unit described in 2.01 who regularly works twenty (20) hours per week or less.
- 2.03** The terms and conditions set forth in this Agreement shall have full force and effect for all full-time employees in the bargaining unit described in paragraph 2.01 herein. Only the following provisions apply to part-time employees.
- (a) Article 5;
  - (b) Article 8;
  - (c) The probationary period in Article 11.01;
  - (d) The seniority clause in Article 11.10;
  - (e) The wage rates set out in Article 17.
- 2.04** Management will not perform work normally performed by bargaining unit employees. The Union agrees that this clause will not stop Management from being able to serve the guest. This Article will not apply to work which is currently being performed by Jack Thompson or John Adronis. John and Jack will be limited to work 44 hours per week.
- 2.05** Co-Op and Constellation College Students will not be used to reduce the hours of work of bargaining

unit employees.

Note: Wherever the male gender appears, it shall also intend to imply the female gender.

**ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** subject only to the express provisions of this Agreement, the Union agrees that supervision, management and control of the Company's business operations and facilities are exclusively the function of the Company and that the Company has the right to make such rules, regulations and decisions as it considers necessary or advisable for the orderly and efficient conduct of its business.

And, without limiting the generality of the foregoing, that it is the exclusive function of the Company, except where expressly modified by this Agreement, to:

- (a) maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees and discipline or discharge employees for just cause;
- (b) select, hire, discharge, transfer, assign to shifts, promote, demote, classify, layoff, recall, retire employees at the retirement age of sixty-five (65) and select employees for positions excluded from the bargaining unit.
- (c) establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications, require medical examinations by a designated physician for Health and Safety reasons or to confirm any claim or justification made by the employee;
- (d) determine the location of operations and their expansion and their curtailment, the schedules of operations, the number of shifts, job content, quality and quantity standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job, the nature of tools, equipment and machinery, change or discontinue existing tools, equipment, machinery, methods or processes; subcontract or discontinue work; decide on

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the number of employees needed by the Company  
at any time.



**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 or her activity or lack of activity in the Union.
- 4.02** (a) The Company agrees to establish a reasonable period of time once a week at which time an official of the Union may attend at the Hotel and meet with employees and shop stewards regarding Union business.
- (b) At other times no Union activities will be conducted on the premises of the Company except with the express permission of the Director, Human Resources.
- (c) The Company shall furnish bulletin boards in each department for the purpose of posting Union notices,
- (d) The parties have agreed to sign a side letter confirming that the practice of Labour/Management luncheon meetings every (3) three months will continue, subject to the recognition that guest service must come first.
- (e) The parties have agreed to sign a side letter confirming that the Company will make a room available for Union shop steward meetings, subject to guest occupancy and room availability.
- 4.03** All terms and conditions agreed upon during the course of negotiations shall stay in full force and effect, and shall not be amended, altered or abolished during the term of the Collective Agreement without prior consultation and negotiation with the Union.

**ARTICLE 5 - CHECK-OFF OF UNION DUES**

- 5.01 (a) During the lifetime of this Agreement, the Employer shall take from the pay of all employees covered by this Agreement on the first pay day of each calendar month such amount as may be uniformly assessed by the Union Constitution and By-Laws as regular monthly Union dues and shall remit same by the fifth (5th) day of the following month to the Financial Secretary of the Union. It is understood that such deductions may be made on a weekly basis in equal amounts from the first four pays in the month. The said **sums** shall be accepted by the Union as the regular monthly dues of those employees who are, or shall become, members of the Union and the **sums** so deducted from non-members of the Union shall be treated as their contribution towards the expense of maintaining the Union. Late remittances will be subject to interest at two percent (2%) per annum.
- (b) New employees shall have Union dues deducted on the first pay day following hiring.
- 5.02** The Company shall show the yearly Union dues deductions on the employee's T-4 slip.
- 5.03** All employees covered by this Agreement who are currently members of the Union must remain members and all new employees must join the Union upon completion of their probationary period. The Employer shall deduct a Union initiation fee from the first pay of new employees following completion of their probationary period. The Secretary-Treasurer of the Union shall notify the Company of the amount.
- 5.04** The Union agrees to defend and hold the Company completely harmless against all claims and demands should any person at any time contend or claim that the Company has acted wrongfully or illegally in making deductions for Union dues.

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

**5.06** Where the Company uses casual banquet employees, the Company will collect Union dues from such employees from the second function worked during a single pay period. A casual banquet employee is a part-time employee who works intermittently for the Company and who is designated as such by the Company. A part-time banquet employee is a banquet employee who regularly works not more than twenty-four (24) hours per week.

Casual banquet employees shall be deemed to have been hired for each function worked and terminated at the end thereof.

The Company agrees to use unionized agency personnel that has comparable rates prevailing in the industry.

**5.07** Every February, the Company will provide the Union with a statement showing the name and Social Insurance Number (S.I.N.) of each employee from whose pay deductions have been made (provided no employee objects to their S.I.N. number being supplied to the Union), and the total deducted for the prior year. The statement shall also show gross earnings for the prior year.

**5.08** The Company shall provide the Union, bi-monthly, with a list of those bargaining unit employees:

- a. recalled to work;
- b. newly hired; and
- c. quit.

**ARTICLE 6 - REPRESENTATION**

**6.01** The Company acknowledges the right of the Union to appoint or otherwise select stewards from the following departments for the purpose of assisting employees in presenting grievances to the Company in accordance with the provisions of this Agreement:

Engineering	Switchboard
Housekeeping	Banyan
Bell Desk	Munchies
Banquets	Grill Room
Kitchen	Atrium Restaurant
Bake Shop	Chinese Restaurant
Stewarding	Room Service
Receiving	
Front Desk	

Union Stewards must have a minimum of two (2) years' seniority, to be appointed or selected by the Union.

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

**6.03** The Union acknowledges that the Shop Stewards have their regular duties to perform as employees of the Company and such persons will not leave their regular duties without first obtaining permission from their Supervisor, or in his or **her** absence the Assistant or his or her designate.

6.04 (a) The Company agrees to pay the Stewards for time spent during regular working hours (not overtime or personal time) in servicing grievances in accordance with Article 6.03 and Article 8 and in attending arbitrations (one steward only per case).

(b) The Company agrees to a negotiating committee of eight active full time seniority employees. Such employees shall be compensated eight hours of pay at their regular rate for each day spent at negotiating sessions with the

company until the issuance of a "No Board" report. No employee shall earn less than an hourly rate of \$10.00 for this exercise.

- (c) Banquet Service will have two **(2)** Shop Stewards for representation.
- (d) The fourteenth (14th) Shop Steward will represent the Kitchen.

**6.05** When an employee is to be disciplined in a meeting with Management, he or she will have a right to have a Union Steward Present, provided that a Union Steward is on the premises. In the event a Union Steward is not on the premises, then the meeting shall be postponed until such time **as** a Union Steward can be present.

**6.06** The employee who is serving as a Steward will be reimbursed for eight (8) hours of pay to attend educational seminars that are authorized by the Union, not to exceed one (1) seminar per year. The Union will be required to notify the Company four (4) weeks in advance and will not prevent the Company from maintaining an adequate and qualified work force. On the day of the seminar, the Union will provide the Company with a Business Agent at the Union's expense, to carry out the duties of the Shop Stewards for the day.

ARTICLE 7 - STRIKES OR LOCKOUTS

7.01       The Union agrees while the Agreement is in force there will be no strike, slow-down, 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.

**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 has first given his immediate supervisor an opportunity to adjust his complaint. He shall discuss it with his immediate supervisor within three (3) 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 three (3) days following advice of the immediate supervisor's decision in the following manner and sequence.

**Step No. 1**

The Employee, who may be accompanied by his shop steward or Union representative shall present his 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 sections of this Agreement alleged to have been violated and the remedy sought. The Department Head shall deliver his decision, accompanied by his reason(s) in the event the grievance is rejected, in writing three (3) days following the presentation of the grievance to him.

**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 Manager or his 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) days between the Manager (or his designate) and the employee concerned and the shop steward, if the employee desires his 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 Manager (or his designate) shall have such assistance as he may desire at the

meeting. Failing settlement the decision of the Manager shall be delivered in writing within five (5) days to the Union.

- 8.02** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) days after the decision under Step No. 2 is given, the grievance shall be deemed to have been settled.
- 8.03** 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.
- 8.04** It is agreed that a grievance of policy arising directly between the Company and the Union shall be originated under Step No. 2 within ten (10) 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.



**ARTICLE 9 - DISCHARGE CASES**

- 9.01** It is recognized that probationary employees may be released in the absolute discretion of the Company and without limiting the generality of the foregoing for performance deemed by the Company to be inadequate or because of incompatibility with fellow employees or Management. The release of a probationary employee will not be subject to the Grievance Procedure.
- 9.02** A claim by an employee who has completed his probationary period that he has been discharged without 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 or by an Arbitrator or by:
- (a) confirming the Company's action in dismissing the employee;
  - (b) reinstating the employee without compensation for time lost due to the discharge at his regular rate of pay for his 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.
- 9.03** Pursuant to being discharged, an employee shall be allowed to confer with his shop steward for a reasonable length (up to one-half hour) of time before leaving the Hotel premises.
- 9.04** Employees will be granted access to their personnel files at a reasonable time after their request.
- 9.05** Written warnings and suspensions of four (4) days or less will be removed from an employee's disciplinary record if the employee

maintains a record without such actions for  
twelve (12) months.

**ARTICLE 10 - ARBITRATION**

- 10.01** When either party requests that any matter be submitted to arbitration as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within five (5) days thereafter the other party shall appoint a nominee; provided however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon a Chairman within a period of five (5) days, either of the parties shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman, who shall be chosen having regard to his qualifications in interpreting Collective Agreements.
- 10.02** No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 10.03** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.04** The Arbitration Board or Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 10.05** The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.06** Each of the parties hereto will bear the fee and expense of the nominee appointed by it and

the parties will jointly bear the fees and expenses, if any, of the Chairman of the Arbitration Board.

**10.07** For the purpose of Articles 8, 9 and 10, the word "days" shall not include Saturday, Sunday or holidays as set out in Article 16.

**ARTICLE 11 - SENIORITY**

11.01 (a) New employees will be considered probationary employees for the first seventy-five (75) days of their employment and during the probationary period will be entitled to no seniority and may be dismissed or laid off at the discretion of the Company. Upon completion of the probationary period, the employee's name will be entered on the appropriate departmental seniority list with the seniority dated from the date last hired.

(b) The departments for seniority purposes are:

Engineering	Switchboard
Housekeeping	Banyan
Bell Desk	Munchies
Banquets	Grill Room
Kitchen	Atrium Restaurant
Bake Shop	Chinese Restaurant
Stewarding	Room Service
Receiving	
Front Desk	

(c) **An** employee with long standing service with the Hotel (i.e. more than fifteen (15) years of service) shall not be transferred to another department unless prior consultation with the particular employee has taken place.

11.02 (a) The Company shall maintain up to date departmental seniority lists showing each employee's seniority date and his classification. Copies of such lists shall be supplied to the Union at intervals of three (3) months.

(b) Separate seniority lists for part-time employees will be maintained.

(c) **A** full time employee shall only have seniority amongst the full time employees in the classification in which he/she is employed. Where a full time employee becomes a part time employee he/she shall be inserted into the part time seniority list for the classification

involved in accordance with his/her date of hire by the Company. When a part time employee becomes a full time employee, he/she shall be inserted at the bottom of the full time seniority list for the classification involved and his/her seniority date shall be the date that he/she became a full time employee.

- 11.03 In the event it becomes necessary to layoff, promote (except for positions excluded from the bargaining unit) or recall employees, the Company shall, on a departmental basis, consider the ability and seniority of the employees in the department and where their ability is relatively equal, departmental seniority shall govern. The Company will endeavour not to layoff full time employees during slow periods subject to the recognition that the Company must be able to operate competitively and efficiently.

With respect to layoffs, notwithstanding his or her seniority status, the steward will be continued at work as long as he or she holds the position of steward and as long as work is available in his or her department which he or she is willing and able to perform in that department. The parties agree that this provision is not meant as a guarantee of hours of work per day or per week. The parties further agree that this provision will not result in bumping between departments, nor will it impair the Company's right to schedule work.

- 11.04 All new jobs and permanent vacancies in existing jobs will be posted on the bulletin board in Munchies for five (5) working days. Any employee with one year's seniority who wishes to be considered for a vacancy may make application. Current employees will be considered before new hires are made and provisions of Article 11.01(b) and 11.03 shall apply. Preference shall be given to those employees having the longest service, provided always that the employees in question are of equal skill and ability. The Company's opinion shall not be exercised in an arbitrary

or discriminatory manner and shall be subject to the Grievance Procedure.

**11.05** An employee shall lose all seniority and his or her employment deemed to have been terminated if he or 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 of twelve (12) months.
- (d) Fails to return to work upon termination of an authorized leave of absence, unless prior arrangements acceptable to both the employee and the 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 may be granted.
- (e) Fails to return to work within five (5) calendar days after being recalled from extended layoff by notice sent by courier service, or fails to advise of his or her intention to return within three (3) days following such notice. Such notices are sufficient if sent to the last address of the employee made known by the employee to the Human Resources Department in writing.
- (f) In the event that an employee is absent for three (3) consecutive scheduled work days, if requested by the Company, the employee shall provide a prognosis from a doctor, confirming that the employee is now able to return to work. The Company shall reimburse the employee for any fee charged for providing such prognosis, provided the employee provides the Company with a receipt for such fee. This provision will not interfere with the Company's general right to take action with respect to employees for innocent absenteeism.

**11.06 (a)** Any employee with one year's seniority who wishes to be considered for a vacancy in

another department may file a request for transfer with the Human Resources Department.

Such employee will be considered before a new hire is made.

- (b) **An** employee transferred pursuant to **11.06(a)** will be on a ninety (90) calendar day trial period. During the trial period, the Company or the employee may decide that the transfer is not successful in which case the employee will have the first right to their previous position and department **as** soon as such a vacancy occurs. In the meantime, the Company can place the employee in any department and position at the rate of pay paid to the employee in the original position and department,
- (c) Employees who are transferred or promoted to a new department or to another classification within the same department shall be placed at the bottom of the new department or classification seniority list for a period of one year, for scheduling and layoff only. After that period, the employee shall take his or her position on the seniority list according to his or her combined seniority in both departments/classifications.
- (d) Employees who successfully apply for a new job posting or permanent vacancy will be placed on a ninety (90) calendar day trial period. In the event the employee does not successfully complete the trial period, he or she will be put back in his or her old position, and any other employee hired in the interim will be laid off.
- (e) In the event a full-time position is open within a department, the part-time employee(s) within that department shall be considered first before any outside hiring.
- (f) In the event of a department closure, the Company will undertake to place any seniority employee who is affected into another department, if positions are available, and the employee has the skill and ability to perform the job in question, before hiring any



new employee. The Company agrees to a ten (10) day familiarization period in such circumstances.

11.07 (a) The Company will use its best efforts, consistent with service and efficiency, to assign senior housekeeping staff to steady floors.

(b) The Company agrees that the choice of available shift schedule and available days off shall be by seniority subject to the right of the Company to maintain a qualified and efficient work force. It is agreed that this is not a bumping provision.

11.08 (a) The Company agrees to post seniority lists of active employees every three (3) months.

(b) An employee shall be entitled to dispute the accuracy of his or her seniority as shown on any departmental seniority list posted pursuant to this Article by filing a written notice with the Human Resources Director and setting out therein the grounds of his or her objection within thirty (30) calendar days of the posting. If the dispute is not resolved to that employee's satisfaction he or she may file a grievance pursuant to Article 8.

If an employee does not file a dispute, as herein provided, or, upon filing a dispute does not process the dispute as provided for in this Agreement he or she shall be deemed to have accepted as final and binding his seniority as shown on the departmental seniority list which has been posted on the bulletin board.

11.09 An employee who returns to work from Workers' Compensation or sick leave shall not be treated as a new employee. An employee's seniority shall continue to accumulate during the first six (6) months of absence due to illness. Thereafter an employee shall maintain his or her existing seniority but shall not continue to accumulate seniority as long as he or she remains an employee.

**11.10 SENIORITY PART-TIME EMPLOYEES**

In all cases of filling permanent job vacancies for part-time employees within a department and in all cases of layoff and recall of part-time employees within a department the criteria set out in paragraph 11.03 shall apply.

**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. All requests for such leaves of absence shall be in writing as far in advance **as** practicable. The Company agrees to reply to such requests in writing within seven (7) working days whenever possible. Benefits will **be** maintained for thirty (30) calendar days while employees are on leave.
- 12.02 Employees shall be entitled to maternity leave or parental leave in accordance with The Employment Standards **Act** of Ontario.

**ARTICLE 13 - REPORTING FOR WORK**

**13.01** If an employee reports for scheduled work, he shall be granted five (5) hours pay for the day unless sent home because of reasons beyond the control of the Company such as Acts of God and last minute cancellation of bookings.

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, immediately terminates his or her employment regardless of seniority or other conditions.

ARTICLE 15 - INDIVIDUAL AGREEMENTS

15.01 No employees covered by this Agreement will enter into any individual Contract of Agreement with the Employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

**ARTICLE 16 - HOLIDAYS**

- 16.01 The Company will observe the following holidays:
- |                   |                     |
|-------------------|---------------------|
| New Year's Day    | Labour Day          |
| Good Friday       | Thanksgiving Day    |
| Victoria Day      | Christmas Day       |
| Canada Day        | Boxing Day          |
| Civic Holiday     | Anniversary Date of |
| Employee Birthday | Employment          |
|                   | Easter Monday       |
- 16.02 A seniority employee shall receive his or her regularly scheduled hours pay (to a maximum of eight (8) hours) for each holiday at his or her regular rate of pay.
- 16.03 To be eligible for holiday pay, an employee must work the last scheduled working day immediately preceding the holiday and the first work day immediately following the holiday unless the employee was off work because of scheduled day off, bona fide sickness, bona fide reasons, accident, authorized leave of absence, bereavement leave under Article 21 or on layoff and such absence began not more than seven (7) calendar days prior to the paid holiday and the employee worked his scheduled days immediately preceding and/or following such absence.
- 16.04 When any of the holidays are observed during an employee's scheduled vacation period, he or she shall receive holiday pay as provided in clause 16.02 if he or she is eligible for such payment under clause 16.03 and shall be paid pay in lieu for the said holiday.
- 16.05 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of regular time plus pay for the holiday. The employee may take another day in lieu of the holiday within thirty (30) calendar days or may just accept the pay in lieu.

**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 as set out in Schedule "A" attached hereto. Pay cheques will be in sealed envelopes.
- 17.02 The Company agrees to pay for all mandatory meetings at regular time based on the exact length of the meeting. The Company will also endeavour not to hold meetings on Saturdays or Sundays, whenever possible. Employees on scheduled days off will not have to attend said meetings.
- 17.03 Where an employee is required to attend a mandatory training session, he or she will be guaranteed a maximum of one and one half (1-1/2) hours' pay at his or her straight time wage rate. For the purposes of clarity, attendance at all training sessions is mandatory for employees.
- 17.04 The hourly wage rate for apprentice chefs shall be at the rates prescribed under the Apprenticeship and Tradesmen Qualifications Act and the regulations thereunder, of the hourly rate of the First Cook.
- 17.05 The current Inspectresses will be red circled at their present wage rates so long as they remain inspectresses. They will receive whatever across the board wage increases which might be agreed upon by the parties. The parties agree that this red circling does not apply to any other employee who becomes an inspectress.



**ARTICLE 18 - VACATIONS**

**18.01** Employees in the active employ of the Company shall be entitled to an annual vacation with pay in accordance with the following schedule:

- (a) Employees who have completed one (1) year of continuous employment with the Company shall be entitled to two (2) weeks' vacation with pay equivalent to four percent (4%) of their total pay earned during the twelve (12) months prior to the completion of one (1) year of continuous employment.
- (b) Employees who have completed four (4) years or more of continuous employment with the Company shall be entitled to three (3) weeks of vacation with pay equivalent to six percent (6%) of their total pay earned during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.
- (c) Employees who have completed ten (10) years or more of continuous employment with the Company shall be entitled to four (4) weeks of vacation with pay equivalent to eight percent (8%) of their total pay during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.
- (d) Employee8 who have completed fifteen (15) years or more of continuous employment with the Company shall be entitled to five (5) weeks of vacation with pay equivalent to ten percent (10%) of their total pay during the preceding twelve (12) months prior to the date of completion of the continuous service concerned.

"Total Pay" shall mean wages received for work performed at either the straight time or time and one-half rate and holiday pay.

**18.02** Vacation pay will be paid by way of separate cheques.

**18.03** Management will endeavour to schedule employees off on the Saturday and Sunday immediately preceding the start of their vacation, provided other employees involved consent and no overtime is required. It will be the employee's responsibility to make the necessary arrangements with other employees regarding changes of schedules.

ARTICLE 19 - HEALTH AND WELFARE

**19.01** The Company agrees to provide during the term of this Agreement contributions to Health and Welfare plans set out in Schedule "B" attached hereto for all active seniority employees.

**ARTICLE 20 - HOURS OF WORK**

- 20.01 (a) The Company will pay overtime for all hours worked in excess of the maximum regular work week. Overtime will be at time and one-half (1-1/2). The maximum regular work week shall be forty **(40)** hours.
- (b) Where an employee is asked to work beyond the end of his or her shift such that public transit has stopped for the night, Management will pay the employee ten dollars (\$10.00).
- (c) Employees who work more than forty **(40)** hours in another department shall be paid overtime, excluding the Banquet Department. Employees within a department will be given the first opportunity for overtime before employees from another department would receive overtime in that department.
- (d) Overtime at time and one half (1-1/2) the employee's regular, straight time wage rate will be paid for hours worked when employees work **six** (6) and seven (7) days in a row.
- 20.02** Each employee will be entitled to one (1) fifteen (15) minute rest period for each half shift of four **(4)** hours except where scheduling does not permit a break. In such circumstances, the employee will receive, at Management's discretion, either fifteen (15) minutes' pay for each break not taken, at the employee's straight time hourly rate, or be sent home early. The same will apply with meal periods.
- 20.03** Every effort shall be made to schedule two (2) consecutive days off in each week, however, it is understood that in cases of emergency or for some specific work assignment it may not be possible to attain this goal.
- 20.04 (a) The Hotel agrees to post **by** 11:00 p.m. on Thursday, work schedules for the following work week. It is recognized that work schedules may need to be changed by Management

in the event of unforeseen circumstances, such as booking, occupancy or staff changes.

- (b) Other than circumstances beyond the control of the Company, such as unanticipated occupancy changes, once a department schedule has been posted, employees will not be forced to alter a scheduled day off unless given twenty four (24) hours' notice prior to the commencement of the said day off.

If the required twenty four (24) hours notice has not been given in accordance with the above stipulation, and the employee works on a scheduled day off, the remaining portion of that employee's current weekly schedule will not be altered for the sole purpose of avoiding overtime payment.

- (c) Subject to circumstances beyond the control of the Company, such as unanticipated occupancy changes, Management will not have back to back shifts and will have a minimum of twelve (12) hours between shifts, with the exception of Banquet Wait Staff and Banquet Bartenders.

20.05 The Company and the Union agree that it is not appropriate to dock employees fifteen (15) minutes' pay who are just a few minutes late for reasons beyond their control (i.e. for a snowstorm). Accordingly, until such time as the Company acquires a new time docketing system, the Company will not deduct time for employees who are late. The Company retains the right to discipline employees who do not follow normal call in and lateness rules.

20.06 While all employees will be required to punch in at the time office, this is for security reasons (i.e. for knowing who is on Company premises); employees will be required to be at their department stations at the time their shifts commence. The Company will ensure that a clock is located at each department. The parties agree that these clocks will be determinative of whether employees are late, until the Company upgrades its time docketing system.

**20.07** The practice of employees being allowed to mutually agree to exchange shifts shall continue provided that:

(a) Whenever possible, the agreement of the supervisor is first obtained and such agreement shall not be unreasonably withheld. The Company recognizes that in some emergency situations it will be impossible to first obtain the supervisor's agreement;

(b) The mutual exchange does not result in additional overtime costs for the Company.

**20.08** It is recognized that the Company will from time to time require employees to perform overtime work. An employee who wishes to be excused from an overtime assignment shall, in support of his or her request, furnish the Company with an acceptable bona fide reason. The Company's decision upon the request will not be made in an arbitrary manner.

Employees will perform authorized overtime work as locally arranged with preference being given to senior qualified employees at work who may decline such work, provided a less senior qualified employee is available to perform such work.

**ARTICLE 21 - BEREAVEMENT LEAVE**

- 21.01 (a) In the event of the death of an employee's husband, wife, common-law-spouse, child, parents, brother or sister, mother or father-in-law or grandchild, an employee who has completed the probationary period shall receive up to three (3) consecutive days leave of absence in order to attend the funeral and will be paid for time lost up to a maximum of eight (8) hours per day for each regularly scheduled work day that comes within such three (3) day period. One of the three (3) days must be the day of the funeral.
- (b) A full time employee who has completed his probationary period shall be entitled to one day leave of absence to attend the funeral of a grandparent of the employee at no loss of regular scheduled earnings.

**21.02** It is also agreed that in the case of a death in the family defined in Article 21.01, outside of Canada, where the employee does not attend the funeral, the Company shall grant a one (1) day leave of absence without loss of pay. Where the employee does attend the funeral, the Company will grant a leave of absence of up to three (3) days, without pay, in addition to the employee's entitlement pursuant to Article 21.01.

**ARTICLE 22 - BANQUET EMPLOYEES**

- 22.01** Articles 22.01 to 22.08 applies to all Banquet Staff covered by this Collective Agreement.
- 22.02** (a) The hours of work and overtime provisions for Banquet Staff shall be determined in accordance with the terms and conditions of the *Employment Standards Act*, (Ontario).
- (b) Employees working on site will be requested to work hours in excess of eight hours if required. If there are not sufficient employees volunteering, then employees will be assigned the schedule in reverse seniority commencing with junior full time employees.
- (c) Banquet Porters and waitstaff will have their hours of work averaged at 88 hours in a two week period for overtime purposes.
- 22.03** Banquet gratuities will be divided as follows:
- (a) i) Food - 75% to service staff  
ii) Beverage - 65% to service staff  
iii) Cash Bar - Year 1 - \$0.25 cents per drink  
Year 3 - \$0.30 cents-per dr
- (b) The Hotel will maintain the present practise of tip trays.
- 22.04** Banquet staff shall be allowed one (1) meal after the first four (4) hours worked and an additional meal if they work more than eight (8) hours.
- 22.05** Except as expressly modified by this Article, all provisions of the Collective Agreement shall apply to Banquet staff.
- 22.06** The Company will post in the payroll office a copy of a computer printout which is printed every two (2) weeks and which will show total gratuities, total hours worked and total revenue.



gratuities, total hours worked and total revenue.

**22.07** Where banquet staff have been overbooked, the extra staff will be sent home. They will receive call-in pay, as provided in Article 22.10 (7) and they will not share in gratuities for the function.

**22.08** Article 22.10 applies to all Banquet staff covered by this Collective Agreement from November 1st, 1998 for the life of this Agreement.

**22.10 (1) Gratuity Split Among Banquet Employees:**

(a) Banquet gratuities will be calculated and split based on the number of shifts per two week period. A banquet gratuity split will be done three times per day and gratuities will be split equally among:

- (i) all staff working breakfasts (including coffee breaks);
- (ii) all staff working lunches and brunches; and
- (iii) all staff working receptions and dinners.

Furthermore, gratuities will be distributed between Porters and Waitstaff, as follows:

**FOOD**

Porters	12% of Employee Share
Waitstaff	88% of Employee Share

**ALCOHOLIC BEVERAGES**

Porters	12% of Employee Share
Waitstaff & Bartenders	88% of Employee Share

(b) Banquet gratuities will be paid every two weeks.

(c) A daily gratuity report for the preceding day must, within twenty-four (24) hours, be posted

in the banquet department, visible to all employees. A copy of this report will be available daily to the Banquets Union Steward.

- (d) For each function, Management will provide function sheets showing the take and gratuities.
- (e) Management will provide a separate gratuity breakdown for Banquet porters.

**2. Scheduling:**

- (a) The Union agrees that employees will not be entitled to "cherry pick" functions they wish to work. Rather, Management will have the right to schedule employees to functions so that employees rotate, subject to the Hotel's business requirements, among different types of functions. However, this provision will not guarantee that employees will end up having rotated equally among functions. Seniority will be the determining factor, subject to skill and ability.
- (b) In scheduling employees, Management will try, whenever possible, to schedule full time staff for ten functions per week whenever available in descending order by seniority. During their forty-four hours (which shall not be construed as a guarantee), full time staff members should be available for the same amount of lunches and dinners, and a maximum of two breakfasts.
- (c) Waitstaff scheduled for breakfast will have preference for lunch on the same day, except where waitstaff have already worked forty-four (44) hours that week. These shifts should then be scheduled by seniority to waitstaff with fewer hours of work.
- (d) With respect to closings:
  - (i) each full time staff member must be available for a maximum of two closing shifts per week, whenever

possible, if no part time staff is available;

(ii) bartenders must close, and they will rotate among themselves;

(iii) for a function served only by full time staff, closing will be scheduled by seniority. The least senior full time staff member will have to close.

3. **Functions of 100 Guests or More:**

It is agreed that for each function of 100 or more covers, employees as a team will be assigned, whenever possible, a minimum as follows (except breakfast):

(a) breakfast:	covers 30 (alone)
(b) lunch:	covers 40 (team)
(c) dinner:	covers 40 (team)

4. **Cash Desk:**

The parties agree that the cash desk will be brought to functions by the cashier.

5. **Portable Bars:**

The parties agree that two (2) employees will move portable bars to functions.

6. **Entitlement to Gratuities:**

All Waitstaff or Bartenders must serve food or tend bar to be entitled to gratuities.

7. **Minimum Reporting Allowance:**

Minimum reporting allowances will be as follows:

(a) 3 hours for breakfast;  
(b) 3 hours for lunch; and  
(c) 4 hours for dinner.

If staff wish to leave before the minimum reporting allowances specified, Management or Supervisors will allow this provided their work is done. In this case,

staff will be paid only for the hours they have worked, and will not be subsidized for their lost hours.

**8. Lunch Breaks:**

If business permits, a one half (1/2) hour unpaid lunch or dinner break will be scheduled by Management.

**9. Captains/Scrub Captains:**

Captains or Scrub Captains are not to participate in Union members' gratuities.

- 10.** The parties agree that the provisions of this Memorandum of Settlement will come into force effective November 1, 1998.

**ARTICLE 23 - GRATUITIES**

- 23.01** Bell persons will be guaranteed a minimum gratuity of one dollar and twenty five cents (\$1.25) in and one dollar and twenty five cents (\$1.25) out in accordance with the present system.
- (b) Notwithstanding the above, the parties agree that this will not affect those tour contracts signed prior to the date of ratification. The parties agree that in the case of lower rated tours (for example, church groups, students groups, etc.), the Company will not be forced to refuse this business due to this Article, but the Union will be given reasonable access to relevant documents which support the basis of the Company's decision that such tours would have been lost if the minimum tour baggage charge was imposed.
- 23.02** (a) Bell persons shall be guaranteed a minimum gratuity of seventy-five cents (\$0.75) per person on Constellation Tour packages.
- (b) Tour Baggage gratuities will increase as follows:
- Year 1 - increase by \$0.25  
Year 3 - increase by a further \$0.25
- 23.03** (a) The Bell persons who are assigned by the Company to deliver newspapers in accordance with the Company's practice shall be paid an additional fifty cents (\$0.50) per hour on any shift in which they do so. In addition, such persons shall also be required to deliver other guest related items in which event they will receive fifty cents (\$0.50)/ delivery.
- (b) The concierge (Jack Thompson) will, on behalf of the bell staff, negotiate with the customer a gratuity for delivery of large or heavy items to meeting rooms. Where the customer is not prepared to negotiate or pay a gratuity, the bell person will deliver the item in any event.

- 23.04 Where a Room Service waitperson is directed to set up a full complimentary item for a guest, he or she shall be paid:
- Year 1-\$1.00 gratuity per complimentary delivery  
Year 2-\$1.25 gratuity per complimentary delivery
- 23.05** Where a Room Service waitperson is directed to set up a full complimentary bar in a guest's room, he or she shall be paid a five dollar (\$5.00) gratuity.
- 23.06 On any Management order delivered by a Room Service waitperson, the Room Service Waitperson shall be paid a gratuity equal to ten percent (10%) of the value of the cheque or menu price for the order. On Management approved complimentary meals, the Waitperson shall be paid a gratuity equal to ten percent (10%) of the value of the cheque or menu price for the meal.
- (b) Groups of twenty five (25) or less in Board and Conference rooms: For such function, they will be served by the Room Service Department, unless these groups are part of a larger contract, in which case they will be served by the Banquets Department. All parties acknowledge that service to the guest is primary.
- (c) Hospitality Bar Corkage - corkage gratuity of one dollar (\$1.00) per bottle, when Management is able to obtain a gratuity from the guest.
- 23.07 Where a guest or customer alleges in an affidavit that an employee has requested that guest or customer to pay him a tip or gratuity, such employee shall be forthwith terminated. Any affidavit signed by the guest or customer is admissible in evidence and shall be used by the arbitrator as a basis for making a finding of fact on the basis of the statements as therein set out, provided a Union Business Agent or the Chief Shop Steward has been given an opportunity to interview the guest or customer.

- 23.08 (a) The Company will designate eight (8) parking spots where cars may be left on a short-term basis at the discretion of the doorman. No parking ticket will be issued to cars using the spaces, in order to maximise gratuities.
- (b) It is understood that with the introduction of this system, the Company will be relying heavily on the honour of the doorman and accordingly, any proven case of abuse in not issuing a ticket to cars in excess of the eight (8) allocated spaces will be treated as an incident of appropriating Company revenue.
- (c) Complementary Valet Parking
- Management will ensure that this is kept to a minimum and there will be no complementary valet parking without a sign-off by a Manager.
- 23.09 All food service cheques (except room service) shall have printed on the check "Gratuity not included".
- 23.10 Room service bills shall have a fifteen percent (15%) gratuity added on the bill. This gratuity will be shared with one cashier per shift.
- 23.11 Waitstaff will be paid a one dollar (\$1.00) gratuity on airline delayed flight meal vouchers in accordance with the present system.
- 23.12 (1) All food service vouchers (except room service) shall have printed on the check gratuity not included
- (2) In the Atrium, Waitstaff may settle cheques.
- 23.13 **Buspersons will receive ten percent (10%) of the waitstaff final shift readings.**

ARTICLE 24 - CALL-IN PAY

24.01 An employee who has completed his or her shift and has left the Company premises and is recalled because of an emergency, will receive a minimum of five (5) hours' pay at regular rate or the hours actually worked, whichever is greater.



**ARTICLE 25 - SHORTAGES**

25.01 The Company will not deduct monies from employees' pay cheques until it has determined that the employee(s) concerned are responsible for the shortage(s).

ARTICLE 26 - BARTENDER TOTALS

26.01 Bartender totals will be posted on the second  
(2nd) day after they are tallied.

**ARTICLE 27 - PENSION**

27.01 Effective Date of Ratification (December 5th, 1998, 12.01 a.m.) the Company agrees to contribute the sum of thirty cents (\$0.30) per hour worked on behalf of each active full time seniority employee into a pension fund established by the Union and known as The Ontario United Food & Commercial Workers Pension Plan. The Plan is administered by Benefit Plan Administrators Limited, Suite 200, 135 Queen's Plate Drive, Etobicoke, Ontario, M9W 6V1.

**Year 2 - Effective November 1st, 1999** the contribution shall be increased to thirty five cents (\$0.35) per hour worked for each active full time seniority employee.

**Year 3 - Effective November 1st, 2000** the contribution shall be increased to forty cents (\$0.40) per hour worked for each active full time seniority employee.



**ARTICLE 28 - TERMINATION**

28.01 This Agreement shall continue in effect for the period of three (3) years commencing on the 1st day of November, 1998 and terminating on the 31st day of October, 2001.

DATED this 16<sup>th</sup> day of March, 1999

For the Company

James E. Grant  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

Bill Gillet  
Bill Gillet  
\_\_\_\_\_  
\_\_\_\_\_

<b>SCHEDULE "A" CLASSIFICATIONS AND RATES OF PAY</b>							
<b>Department &amp; Positions</b>	<b>Senior</b>	<b>Probation</b>	<b>Senior</b>	<b>Probation</b>	<b>Senior</b>	<b>Probation</b>	
	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	
	<b>Dec 5/98</b>	<b>Dec 5/98</b>	<b>Nov 1/99</b>	<b>Nov 1/99</b>	<b>Nov1/2000</b>	<b>Nov1/2000</b>	
<b>Housekeeping</b>							
Inspectress	\$11.42	\$9.71	\$11.62	\$9.88	\$11.82	\$10.05	
Room Attendant	\$10.84	\$9.21	\$11.04	\$9.38	\$11.24	\$9.55	
Laundry Helper	\$10.84	\$9.21	\$11.04	\$9.38	\$11.24	\$9.55	
Houseperson	\$10.84	\$9.21	\$11.04	\$9.38	\$11.24	\$9.55	
Washperson	\$11.79	\$10.02	\$11.99	\$10.19	\$12.19	\$10.36	
Pool Attendant	\$8.88	\$7.55	\$9.09	\$7.73	\$9.29	\$7.90	
<b>Engineering</b>							
<b>Maintenance/Eng 1</b>							
Sub Class - Level 1	\$10.62	\$9.03	\$10.82	\$9.20	\$11.02	\$9.37	
<b>Maintenance/Eng 2</b>							
Sub Class - Level 2	\$10.95	\$9.31	\$11.15	\$9.47	\$11.35	\$9.64	
<b>Maintenance/Eng 3</b>							
Sub Class - Level 3	\$11.80	\$10.03	\$12.00	\$10.20	\$12.20	\$10.37	
<b>(Grounds Keeper/Painter/ Carpenter/Maint/Eng.)</b>							
Maintenance Person	\$20.65	\$17.55	\$20.85	\$17.72	\$21.05	\$17.89	
<b>Sub Class-Mechanical - Engineer/Plumber/Lead Hand</b>							
Maintenance Electrician	\$19.39	\$16.48	\$19.59	\$16.65	\$19.79	\$16.82	
<b>Bell Desk</b>							
Bellperson	\$8.43	\$7.16	\$8.58	\$7.29	\$8.73	\$7.42	
<b>Front Desk</b>							
Guest Service Agent	\$10.55	\$8.97	\$10.75	\$9.14	\$10.95	\$9.31	
<b>Switchboard</b>							
Switchboard Oper.	\$10.10	\$8.58	\$10.30	\$8.75	\$10.50	\$8.93	
<b>Receiving</b>							
Recliver	\$12.24	\$10.40	\$12.44	\$10.57	\$12.64	\$10.74	
Recliver Helper	\$9.83	\$8.35	\$10.03	\$8.52	\$10.23	\$8.69	
<b>Stewarding</b>							
Dishwasher	\$9.91	\$8.42	\$10.11	\$8.59	\$10.31	\$8.78	
Pot Washer	\$9.98	\$8.48	\$10.18	\$8.65	\$10.38	\$8.82	
Sanitation Steward	\$10.31	\$8.78	\$10.51	\$8.93	\$10.71	\$9.10	

		Senior	Probation	Senior	Probation	Senior	Probation
		Rate	Rate	Rate	Rate	Rate	Rate
		Dec 5/98	Dec 5/98	Nov 1/99	Nov 1/99	Nov 1/2000	Nov 1/2000
<b>Kitchen</b>							
Lead Hand		\$14.95	\$12.71	\$15.15	\$12.88	\$15.35	\$13.04
Butcher		\$14.33	\$12.18	\$14.53	\$12.35	\$14.73	\$12.53
Pantry Person		\$9.91	\$8.42	\$10.11	\$8.59	\$10.31	\$8.78
First Cook		\$13.95	\$11.88	\$14.15	\$12.03	\$14.35	\$12.20
Second Cook		\$12.24	\$10.40	\$12.44	\$10.57	\$12.64	\$10.74
1st Yr. Apprentice		\$9.07	n/a	\$9.20		\$9.33	
2nd Yr Apprentice		\$10.48	n/a	\$10.61		\$10.76	
3rd Yr. Apprentice		\$11.88	n/a	\$12.02		\$12.20	
<b>Bake Shop</b>							
Lead Hand		\$14.95	\$12.71	\$15.15	\$12.88	\$15.35	\$13.04
Bakeshop Level 1		\$12.94	\$11.00	\$13.14	\$11.17	\$13.34	\$11.34
Bakeshop Level 2		\$12.24	\$10.40	\$12.44	\$10.57	\$12.64	\$10.74
Bakeshop Assistant		\$9.91	\$8.42	\$10.11	\$8.59	\$10.31	\$8.78
<b>Atrium</b>							
Waitperson		\$7.48	\$6.34	\$7.61	\$6.48	\$7.78	\$6.60
Busperson		\$8.44	\$7.17	\$8.59	\$7.30	\$8.74	\$7.43
F&B Cashier		\$10.07	\$8.58	\$10.27	\$8.73	\$10.47	\$8.90
<b>Banquet Bar</b>							
Waitperson		\$7.48	\$6.34	\$7.61	\$6.48	\$7.78	\$6.60
Bartender		\$8.48	\$7.19	\$8.61	\$7.32	\$8.78	\$7.45
<b>Regal Chinese Rest.</b>							
Waitperson		\$7.48	\$6.34	\$7.61	\$6.48	\$7.78	\$6.60
<b>Grill Room</b>							
Waitperson		\$7.48	\$6.34	\$7.61	\$6.48	\$7.78	\$6.60
Serv. Bartender		\$9.37	\$7.96	\$9.57	\$8.13	\$9.77	\$8.30
<b>Rooms Service</b>							
Waitperson		\$7.48	\$6.34	\$7.61	\$6.48	\$7.78	\$6.60
Captain		\$8.48	\$7.19	\$8.61	\$7.32	\$8.78	\$7.45
<b>Banquets</b>							
Waitperson		\$7.48	\$6.34	\$7.61	\$6.48	\$7.78	\$6.60
Porter		\$9.13	\$7.76	\$9.28	\$7.89	\$9.43	\$8.02
Bartender		\$7.87	\$6.69	\$8.02	\$6.82	\$8.17	\$6.94
Cashier		\$9.97	\$8.48	\$10.17	\$8.65	\$10.37	\$8.82
<b>Munchies</b>							
Munchies Attendant		\$9.91	\$8.42	\$10.11	\$8.59	\$10.31	\$8.78



SCHEDULE "B"

**B.1. Health & Welfare**

- (a) Effective on the Date of Ratification, in addition to the wages regularly to be paid by the Company to the employee as provided in this Agreement, the Company shall contribute to the United Food & Commercial Workers Union, Local 351, Health and Welfare Plan, a **sum equal to one hundred and fifteen dollars (\$115.00) per month, plus the Retail Sales Tax**, for each employee in service covered by this Agreement who is on payroll for services rendered during any regular payroll period, provided that such employee has been employed a minimum of twenty (20) hours per week and has been in the employ of the Company for a period of ninety (90) days.

**Effective November 1, 1999 the contribution shall increase one hundred and twenty dollars (\$120.00) per month, plus the Retail Sales Tax.**

**Effective November 1, 2000 the contribution shall increase one hundred and twenty-five dollars (\$125.00) per month, plus the Retail Sales Tax.**

- (b) Such contributions shall be paid monthly.
- (c) Payments made by the Company to the United Food & Commercial Workers Union, Local 333, Health and Welfare Plan on or before the fifth (5th) day of each month. The Company will complete forms to be furnished by the United Food & Commercial Workers Union, Union, Health and Welfare Plan for reporting of "Welfare Contributions" to be forwarded.
- (d) All such monies due to the United Food & Commercial Workers Union, Local 333, Health and Welfare Plan from the Company herein under the provisions of this Agreement shall be



monthly remittance is made to the United Food & Commercial Workers Union Local 333, Health and Welfare Plan and shall not be commingled with the funds of the Company, but shall be held in trust **for** the benefit of the United Food & Commercial Workers Union Local 333, Health and Welfare Plan.

**B.2 Sick Pay**

(a) An employee who has qualified for wage indemnity payments under the Union's Health and Welfare Plan (i.e. sick for eight (8) days) shall be reimbursed by the Company for five (5) days of illness. Reimbursement will be of regular wages lost for scheduled regular working hours. Once a claim has been made under this provision the employee cannot claim the benefit again for twelve (12) months.

(b) **Pay For Time Lost Due to Injury**

If an employee is injured after he or she has commenced work and is thereby incapacitated from carrying out his or her duties, Management shall arrange and pay for the cost of transporting the employee to and from the Hospital. The Employer will pay the employee for any hours he or she missed from his or her regularly scheduled shift because of the injury if the employee is unable to complete his or her total shift. The Company reserves the right to request verification of inability to complete the shift.

**B.3 Health and Safety:**

The Company and the Union shall maintain a joint Occupational Health and Safety Committee consisting of at least one (1) member elected or appointed by the Union and one (1) person elected or appointed by the Company, in accordance with the **Occupational Health and Safety Act.**

8.4 **Part** Time Benefits

Effective January 1, 2001, the company agrees to contribute to the Health and Welfare Plan, ten cents (\$.10) per hour worked for those regular scheduled part time employees, provided they meet the following eligibility requirements in accordance with the terms of the plan as **set** out below:

1. Regular Part time employees are those who have been continuously employed by the company for at least **18** months prior to January 1, 2001 and who have worked a minimum of **832** hours during the year January 1, 2000 and December 31, 2000 and every year thereafter.

2. To maintain eligibility in the Health and Welfare Plan, regular part time employees **must** work a minimum of **208** hours every three calendar months. It is understood and agreed that if a regular part time employee does not work the required number of monthly hours, the company will not be obligated to make the monthly contributions to the union on behalf of such employees.

SCHEDULE "C"

HOUSEKEEPING

- C.1 Where a Room Attendant is assigned to clean fifteen (15) rooms on the ninth (9th), tenth (10th) and eleventh (11th) floors of the South Tower, the standard will be fifteen (15) rooms, subject to Article 11.07.
- C.2 Commencing January 1, 1999, Room Attendants and Housepersons will be paid one dollar (\$1.00) per cot where they are required to make up cots in the rooms.
- C.3 If, in the judgement of the Room Attendant damage has been done to the room, (i.e., the room has been "trashed"), which will necessitate a significantly longer time spent cleaning it, Management must be notified and will respond within one-half hour of being notified. If Management concurs, someone will be assigned to assist the Room Attendant. If there is no one available, the Room Attendant will either be assigned to another room or have the day's room quota reduced by one (1).

SCHEDULE "D"

GENERAL

**D.1** Maintenance

The Company agrees to **dry clean parkas** once per month.

The Company agrees to continue its current practice in the Maintenance Department of replacing tools when they wear out.

**D.2** Midnight Shift Premium

Employees working on the night shift in Switchboard, Room service, Bell Desk, Maintenance and Front Desk will receive a night shift premium of one dollar (\$1.00) per hour worked. This will compensate these employees for not receiving breaks or meal periods.

**D.3** Front Desk

Front desk employees will have their work shirts laundered, up to a maximum of fifteen (15) shirts per month.

**D.4** The Company will pay the whole cost of their share of the Stewards X-Mas Party

**D.5** The Company will pay half the cost of printing the Collective Agreement.

**D.6** Humanity Fund

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

LETTER OF UNDERSTANDING I

B E T W E E N:

REGAL CONSTELLATION HOTEL

- and -

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 333

The Company will use pantry staff to make the toast unless there are no pantry staff available. Where there are no pantry staff available, then stewards will make the toast.

DATED 16<sup>th</sup> March, 1999.

James E. E. Cook  
FOR THE COMPANY

Bill Gillet  
FOR THE UNION

James E. E. Cook  
JEC

LETTER OF UNDERSTANDING II

B E T W E E N:

REGAL CONSTELLATION HOTEL

- and -

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 333

The Company confirms that trainees on the Front Desk will not have unsupervised access to cash.

DATED: 16<sup>th</sup> March, 1999.

Armed E. E. Frank  
FOR THE COMPANY

Bill Gillett  
FOR THE UNION

[Signature]  
[Initials]

LETTER OF UNDERSTANDING III

B E T W E E N:

REGAL CONSTELLATION HOTEL

- and -

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 333

The Hotel will maintain the Company portion of the Health and Welfare Benefits for any employee who are long-term illness, for a period of six (6) months from the date of illness. Upon completion of the six (6) months, Hotel payments will cease.

Employees who are terminally ill and who provide Doctor verification, will be maintained on the Health and Welfare Benefits for the duration of the illness.

Employees whose Benefits are terminated at the end of the six (6) month period may, if they wish to do **so**, maintain their coverage, up to one (1) year from the benefit end date.

It will be the employees responsibility to submit the required amount of money to the Hotel, who will then forward to the Union.

DATED: 16<sup>th</sup> March, 1999.

FOR THE COMPANY

FOR THE UNION

*Armit & E Bank*  
*Bill Hill*  
*[Signature]*

LETTER OF UNDERSTANDING IV

B E T W E E N :

**REGAL CONSTELLATION HOTEL**

- and -

**UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 333**

The company shall pay all banquet waitstaff, who work the New Year's Eve function at the rate of pay of \$25.00 per hour for all hours worked after 4.00 p.m.

The Company will pay all banquet waitstaff who work a kosher function at the rate of \$15.00 per hour.

DATED 16<sup>th</sup> March, 1999.

Arant E E Crank  
FOR THE COMPANY

Bill Bell  
FOR THE UNION

[Signature]  
[Signature]



LETTER OF UNDERSTANDING V

B E T W E E N

REGAL CONSTELLATION HOTEL

- and -

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 333

**Service Bar**

Whenever the bar is closed, we will use a scheduled bargaining unit employee along with the supervisor or security to offer a beverage in the event of a guest request.

DATED.....16<sup>th</sup> March....., 19.99.....

James E. Grant  
FOR THE COMPANY

Bill Gillett  
FOR THE UNION

[Signature]  
[Initials]

A P P E N D I X "A"

B E T W E E N :

REGAL CONSTELLATION HOTEL

- and -

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 333

The parties confirm that the practice of Labour/Management luncheon meetings every three months will continue, subject to the recognition that guest service must come first.

The Company will make a room available for Union Shop Steward meetings, subject to guest occupancy and room availability.

DATED 16<sup>th</sup> March 1999 .

*Janet E E Crank*  
FOR THE COMPANY

*Bill Gillett*  
FOR THE UNION

*Robert X ...*  
*TD*