

**COLLECTIVE AGREEMENT**

BETWEEN:

**INN ON THE PARK**

(HEREINAFTER CALLED THE "EMPLOYER")

-AND-

**THE HOTEL EMPLOYEES  
RESTAURANT EMPLOYEES,  
UNION LOCAL 75 OF THE  
HOTEL EMPLOYEES'  
RESTAURANT EMPLOYEES  
INTERNATNIONAL UNION**

(HEREINAFTER CALLED THE "UNION")

**DECEMBER 17, 1999 - DECEMBER 1, 2003**

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## **GENERAL INFORMATION FROM LOCAL 75**

**UNION HEADQUARTERS . . . . . (416) 216-0875**

This is your Union. Please feel free to drop by Local 75's headquarters which is located at 229 Yonge Street, Suite 502, Toronto, Ontario M5B 2N9.

HERE, Local 75 has been serving our members and meeting their needs.

Please advise the Union Office of any change of address or change of phone number.

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

### **HEALTH AND WELFARE**

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

### **CONTRACT INTERPRETATION**

Whenever you have a question about your work, our Union is organized so one of your fellow workers – the Union Steward – can quickly help you. Most Union Stewards are thoroughly familiar with our Contract. If you still need help, please feel free to contact your Local 75 Union Representative at your Union Headquarters.

### **NEW MEMBERS**

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

## **UNION DUES**

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

## **WITHDRAWAL AND TRAVELLING CARDS**

If you are promoted out of the bargaining unit, leave the industry, retire or move to another location which falls under the jurisdiction of another Hotel Workers local, you should contact the Local 175 office to secure an Honourable Withdrawal and Travelling Card. These cards are only issued to members current in union dues.

A Withdrawal Card will enable you to re-enter the Hotel Workers Union without paying another initiation fee if you have left the industry for any length of time.

## **ARTICLE 1 – PURPOSE**

**1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 2 – SCOPE**

**2.01** The Agreement shall apply to all employees of the Employer whose classifications are listed in Articles 32 and 35.

**2.02** All employees who regularly work twenty-four (24) hours or more in any one week will be classified as full-time regular employees of the Employer.

**2.03** “Part-time Employee” means an employee employed in the bargaining unit who regularly works less than twenty-four (24) hours per week or as amended in paragraph 31.03.

**2.04** Articles 23.01, 23.02, 23.04 and Articles 26, 27, 29, 30 and 31 shall not apply to part-time employees except where specified in such Articles. The Employer shall ensure that any new hires within the references existing scope of the General Agreement resulting from the creation of new work areas shall become Union members and shall enjoy the appropriate rates of pay and benefits for the classifications concerned.

**2.05** The Union and the Company agree that employees who are not covered under the scope, will not be normally scheduled to work and perform duties under any of the classifications unless in an emergency.

### **ARTICLE 3 – RECOGNITION**

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

### **ARTICLE 4 – RELATIONSHIP**

**4.01** The Employer and the Union agree that there will be no discrimination, interference, restraint exercised or practiced by either of them or their representatives or members because of an employee’s Union activity.

**4.02** The Union undertakes that no Union activity shall be carried on in the premises except as otherwise provided herein with respect to visits by Union Officials.

**4.03** Properly authorized representatives of the Union shall be permitted to enter the premises at all reasonable times for the purpose of interviewing employees and investigating working conditions that may affect the members. Arrangements for the visit shall be made in advance with representative of the Executive Offices. It is understood that such representatives will in no way interfere with the duties of an employee or unreasonably disturb them in the performance of their duties, bearing in mind that Union Representatives have regular duties to perform on behalf of all parties to this Collective Agreement.

**4.04**

- (a) The Employer will provide the Union with the current addresses and phone numbers of bargaining unit employees every three (3) months.
- (b) Seniority lists based upon the date on which employees commence work in the Hotel shall be established for each department indicating the employees' job classifications, and will be provided to the Union every three (3) months.

**4.05** The parties agree to share the cost of printing sufficient copies of a new booklet edition of this Collective Agreement in order to provide each current and new Employee with a copy as well as to provide working copies to the Parties.

## **ARTICLE 5 - UNION SECURITY**

**5.01** The Parties hereto agree to compulsory check off for all employees who come within the scope to

which this Agreement applies. All deductions shall be collected from the employee's first pay in each month.

**5.02** The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an employee, on the employee's first pay period. Such authorization to be completed and signed by the Employee on commencement of employment. All employees coming into the Bargaining Unit shall complete and sign the Union Application card. The cards will be supplied to the Employer by the Union, first and second copies to be forwarded to the Union office on commencement of employment, third copy forwarded on termination of employment with reason for termination.

## **ARTICLE 6 – UNION OFFICE**

**6.01** All sums deducted, together with the record of those from whom deductions have been made and the amount shall be forwarded to and received by the Treasurer of the Local Union along with the employee's Social Insurance Number on the 15th day of the month following the deductions. All new employees in positions under the scope of the Union shall, as a condition of employment, become and remain members of the Union. The Union agrees to accept into membership all such new employees.

**6.02** Any new employee who is required to be a member of the Union and who refuses to become a member of the Union in his/her first pay period, shall be discharged by the Employer upon receipt of an official notice in writing from the Union to the Employer.

**6.03** The Employer and Union agree that no officers of the Employer or employees may enter into any contract inconsistent with this Agreement. Any amendment or changes as outlined in this Agreement during its term



shall be incorporated only by mutual consent. It is agreed by the Employer and the Union that this paragraph also covers working conditions, **so** long as it does not prevent the Employer from maintaining an adequate and qualified work force, or infringe on the Management Rights clause as spelled out in this Agreement.

**6.04** It is understood that the amount of initiation fees and dues is determined by the Local Union, or by Union International Convention can be changed by the Local Union **or** by Union International Convention at any time to comply with such Local **or** Convention decision regarding same, and this authorized check-off will hold harmless both the Employer and the Local Union if **so** directed.

**6.05** This provision will be applied subject to sixty (60) days notice in writing, from the Union to the Employer.

**6.06** The Employer will administer its employee rating plan **to** promote the development of employees, and not in any way as a means to undermine the collective bargaining position of the Union.

**6.07** The Union shall notify in writing, with a copy to the Employer, any individual who has been suspended, expelled **or** declared to be not in good standing. The Employer will discharge said employee automatically seven (7) days after receipt of the Union notice, unless:

- (a) The Employee's status becomes acceptable to the Union during this period; or
- (b) The Employee makes claim in writing to the Employer that the Union's action is unjust **and** that he request the matter be taken up through the grievance procedure of this Agreement.

**6.08** The Union agrees to defend and hold the Employer completely harmless against all claims and demands, should any person at any time ~~contend or~~ claim that the Employer has acted wrongfully or illegally in making the aforementioned deduction for Union dues.

**6.09** Nothing in this Agreement shall be construed as limiting to any degree the right of the Employer to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the scales; such wages shall be considered to be completely apart from this Agreement and shall be regarded as premium rates for special skill or ability; such special rates shall not become the basis for a general increase in the scale in the classifications concerned.

## **ARTICLE 7 - RESERVATION OF MANAGEMENT RIGHTS**

**7.01** The Union acknowledges the exclusive function of the Employer generally to manage the enterprise in which it is engaged and particularly to:

- (a) maintain order, discipline and efficiency;
- (b) hire, transfer, promote, demote or retire and, with just cause, to suspend, discipline or discharge employees and to increase and decrease the working force in a manner consistent with the terms of this Agreement;
- (c) the right to determine the direction of the working force, the schedules of work, methods, in order to perform any services that may be necessary to manage the enterprise and its business;
- (d) it is agreed that the Employer may, at its discretion, issue and enforce from time to time reason-

able rules and regulations in order to assure the successful operation of its business. Breaches of such rules by an employee may be cause for disciplinary action.

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

**7.02** Both Parties recognize the importance of a productive workplace and an understanding that service to the guest is key to the future of the Hotel. It is understood that work practices that grew up under former property management, and may have continued after the change in management, may have to give way to new approaches that allow for increased productivity and efficiency. The Employer understands that any such changes cannot violate the express terms of this Agreement. The Union agrees to cooperate with the Employer in seeking and suggesting ways to improve efficiency.

## **ARTICLE 8 – NO STRIKE OR LOCK-OUTS**

**8.01** The Employer agrees that during the life of this Agreement it will not cause or direct any lock-outs of its employees, and the Union agrees that during the life of this Agreement there will be no strikes of employees covered by this Agreement, which will stop or interfere with production or services.

**8.02** The words “strike” and “lock-out” in this Agreement shall mean “strike” and “lock-out” as defined in the Ontario Labour Relations Act.

**8.03** If an illegal strike occurs, the Union will instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner.

**8.04** The Employer, whenever possible, will provide safe working conditions in the event of any dispute that may arise between any other employer during the life of the Agreement, provided however, that subject to the above, employees work each and every scheduled work day occurring during this Agreement regardless of any labour strife or problems confronting the Employer or any other employers.

## **ARTICLE 9 - NEGOTIATING COMMITTEES**

**9.01** The Employer 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. The Employer will not compensate employees for time spent in negotiations and any union business or meetings, even where such time is spent during regular working hours.

**9.02** Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Management Committees.

**9.03** It is clearly understood that the Negotiating Committee is a separate entity, and will deal with such matters as are properly the subject of negotiations, including proposals for the renewal or modifications of this Agreement at the proper time as provided for herein.

## **ARTICLE 10 – SHOP STEWARDS**

**10.01** The Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of Stewards, one of which would be the Chief Shop Steward to assist employees in presenting their grievances to the representatives of the Employer. The number of such Stewards and the Department within which each one is to function is determined by the following list:

HOUSEKEEPING DEPARTMENT  
FOOD PRODUCTION DEPARTMENT (Kitchen)  
REPAIRS AND MAINTENANCE DEPARTMENT  
STEWARD'S DEPARTMENT  
FOOD AND BEVERAGE OUTLETS  
BANQUET DEPARTMENT  
SERVICE DEPARTMENT  
ROOM SERVICE DEPARTMENT

**10.02** The Union will inform the Employer in writing of the identity of the Stewards and the Employer shall not be obliged to recognize such personnel until it has been so informed.

**10.03** The Union acknowledges that Stewards, members of committees and Union Officers have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without obtaining permission of their Department Head, and will give any reasonable explanation which may be requested with respect to their absence. In the event that the Department Head is absent he/she will appoint an alternative person to act on their behalf.

**10.04** Union Stewards appointed in accordance with the provisions of the Collective Agreement and having at least one (1) year seniority shall not be sent home or laid off because of lack of work so long as they are

capable and have the skill and ability to perform any work available in their respective departments.

## **ARTICLE 11 - QUALIFICATION OF STEWARDS**

**11.01** It is mutually agreed that employees shall not be eligible to serve as Stewards or members of the Union Committee established under this Agreement until after they have become permanent employees, and have been placed on the seniority list. **An** employee on layoff, or on notice of layoff, cannot be appointed as a Stewart.

**11.02** It is understood that Stewards and other Union Officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees. With regards to Shop Steward Meetings and Educational Seminar, the Union will be required to notify the Employer three (3) weeks in advance and Shop Stewards and other Union Officers will be permitted to attend such meetings and seminars provided that their absence will not prevent the Employer from maintaining an adequate and qualified work force. As specified in Article 9.01, the Employer will not compensate Stewards and other Union Officers for time spent on grievances, meetings, seminars or other Union business.

## **ARTICLE 12 - DISCIPLINE AND DISCUSSION**

**12.01** Discipline notices issued to the Employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Employer is aware of the event leading to his actions and has a reasonable period of time to investigate the matter. **A** copy shall be signed by a Management representative and the Employee will be required to sign such notices as

acknowledgement of receipt of same. The signing of this notice is not an admission of guilt.

**12.02** If an employee has any complaint or question, which he/she wishes to discuss with the Employer, he/she shall take the matter up with his/her Department Head and he/she shall be accompanied by his/her Department Steward if he/she requests such assistance.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

**13.01** It is a mutual desire of the Parties hereto that complaints of employees shall be adjusted within seven (7) days of incident and it is generally understood that an employee has no grievance until he/she has first given his Department Head an opportunity to adjust his/her complaint.

**13.02** If such complaint or question is not settled to the satisfaction of the employee concerned within twenty-four (24) hours or within any longer period which may be mutually agreed at the time, then the following steps of the grievance procedure may be invoked in order.

### **13.03 STEP NO. 1**

The Department Steward shall state the grievance of the employee, or employees in writing, and shall deliver a copy to the immediate Department Head of the employee concerned. After such discussion as is necessary, the Department Head shall state his/her decision or his/her refusal to make a decision in writing with appropriate reasons, and deliver a copy to the Department Steward within twenty-four (24) hours, or a time mutually agreed upon.

### **13.04 STEP NO. 2**

- (a) The Department Steward shall then take up the grievance at a meeting with the Chief Steward, and those Representatives after appropriate discussion, will take up the matter at a meeting between the Union Representatives and the Director, Human Resources or his/her designee.
- (b) If the grievance is not settled within forty-eight **(48)** hours, or within any longer period which may be mutually agreed upon at the time, after the Union Representatives have met with the Director, Human Resources, then Step No. 3 of the grievance procedure shall be taken.

### **13.05 STEP NO. 3**

- (a) A meeting shall take place between the Union representatives who have been involved in the prior steps and the Manager or a senior member of Management who has not previously been involved in the case. At this meeting, the Union Representative will be present along with any management people who have been involved to give evidence as to the circumstances of the grievance. If the grievance is not settled to the satisfaction of both parties within a period of forty-eight **(48)** hours or within any longer period as may be mutually arranged at the time, at the request of either Party to this agreement, the grievance may be referred to arbitration.
- (b) If arbitration is to be invoked, the request for arbitration must be made in writing within fourteen **(14)** calendar days after the grievance has been dealt within Step No. 3.



## **ARTICLE 14 – UNION GRIEVANCE**

**14.01** If an employee or group of employees has a complaint or grievance, but fail to take up the complaint or grievance or exercise the General Grievance Procedure, the Employer acknowledges the Union's right to make representation on their behalf, within a twenty-five (25) day period of such incident.

**14.02** If such complaint is not settled to the mutual satisfaction of the conferring Parties, it may be referred to arbitration in the same way as the steps of the grievance procedure of an employee.

## **ARTICLE 15 – MANAGEMENT GRIEVANCES**

**15.01** It is understood that the Management may bring forward at any meeting held with the Union Representative any complaint with respect to the conduct of the Union, its Officers, Representatives, or Stewards, and that if such complaint by Management is not settled to the mutual satisfaction of the conferring Parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of any employee.

**15.02** It is agreed between the Parties that it will not be necessary to hold regular scheduled meetings, provided that the Parties may mutually agree to hold a special meeting at any time.

## **ARTICLE 16 – DISCHARGE CASES**

**16.01** The Union acknowledges that probationary employees may be disciplined or discharged where, in the sole opinion of the Employer, the employee's performance, conduct, attitude, attendance or appearance is unsatisfactory, provided that in making such an evaluation the Employer does so in good faith.

**16.02** A claim by a permanent employee that he/she has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Manager of the Hotel within five (5) days after the employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such cases.

**16.03** Such special grievances may be settled by confirming the Management's action in dismissing the permanent employee, or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring Parties.

**16.04** When an employee has been dismissed or if dismissal and resignation have been discussed, the Employer will inform the employee of his/her right to interview a Shop Steward for a reasonable period of time before leaving the premises.

**16.05** No employee shall be disciplined or discharged on his/her day off. In any event, the Employer reserves the right to instigate disciplinary action should an employee engage in misconduct while on the Employer's premises on his or her day off.

## **ARTICLE 17 - ARBITRATION OF GRIEVANCES**

**17.01** When either Party requests that a grievance be submitted to arbitration they shall make such request in writing addressed to the other Party in this Agreement and, at the same time nominate an arbitrator. Within five (5) days thereafter the other Party shall nominate an arbitrator. The two arbitrators so nominated shall meet immediately and, if within two (2) working days they fail to settle the grievance they

shall attempt to select by agreement a Chairman of an Arbitration Board. If they are unable to agree upon such Chairman within a further period of twenty-four (24) hours, they may then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial Chairman, within a thirty (30) day period.

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

**17.03** Each of the Parties hereto will bear the expense of the arbitrator appointed by it, and the Parties will jointly bear the expenses of the Chairman of the Arbitration Board, if any.

**17.04** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

**17.05** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

**17.06** The proceedings of the Arbitration Board will be expedited by the Parties hereto, and the decision of the majority of such board will be final and binding upon the Parties hereto. If a majority decision is not possible, then within a ten (10) day period the decision in writing of the Chairman shall be final and binding upon the Parties hereto.

**17.07** At any stage of the grievance procedure including arbitration, the conferring Parties may have the assistance of the employee or employees concerned and any necessary witness, and all reasonable arrangements will be made to permit the conferring Parties to fully investigate all the circumstances.

## **ARTICLE 18 – BULLETIN BOARDS**

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

**18.02** It is recognized by the Parties that from time to time the Union may have notices which they may wish to address to one specific department of the hotel, should a bulletin board be available in said department and the notices are in the form of information only. Under these circumstances the Union will present to the Director, Human Resources said notices for his/her approval and the Director, Human Resources will post the notice. Removal date of said notices will be agreed upon at the time of approval by the Director, Human Resources.

## **ARTICLE 19 – MUNICIPAL, PROVINCIAL OR FEDERAL LAW**

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

## **ARTICLE 20 – SENIORITY**

**20.01** The Company agrees that it will respect the seniority of bargaining unit member and will provide reasonable retraining for bargaining unit employees if they must be moved to a different classification or if functions are changed.

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

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

**20.04** No employee shall be hired within a classification until all employees with recall rights from that classification have been recalled.

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

**20.06** Temporary Transfers – In the event an employee is assigned to a job other than that to which he/she is permanently assigned for a minimum of one (1) hour or more, he/she shall receive his/her own rate or the rate of the job to which he/she is assigned, whichever is the higher, for all hours worked in the assigned position.

**20.07** Required transfers by employees to jobs outside their department or food and beverage outlet shall occur only in cases of emergency, unexpected demand,

staff absenteeism or pending completion of a posting or hiring process. Mutual agreement between the employee and Employer can be arranged in other circumstances.

**20.08** Department Seniority will be the governing factor (see Article **20.03**) in cases of promotions, demotions or upgrading of employees where all other factors including skill, ability and efficiency are equal.

**20.09** Seniority. House Seniority applies to benefits. Departmental seniority applies to entitlements such as who gets choice of available days off, vacation, shift preference. Job seniority by classification applies to lay-offs.

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

**20.11** When recalling employees to work after layoff, they shall be recalled in inverse order to that in which they are laid off.

**20.12** In the case of a lay-off in any one department or food and beverage outlet, for a period that exceeds two (2) normal **work** weeks, the employee with the most seniority will have the right only to bump the employee with the lesser seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available, providing they are willing to do the job, and they have the skill, ability, and efficiency to do the job of that employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply.

**20.13** It is agreed that no fault position will exist if the term of lay-off, and its subsequent effects as

described in the above paragraphs should vary due to the peculiarities of the hotel industry. Should this provision be applied it is understood that each department, or each food and beverage outlet will stand on its own as a department.

**20.14** Part-time employees have seniority only within the part-time classification. Part-time employees are subordinate to full-time employees.

**20.15** It is recognized that Shop Stewards in a department or food and beverage outlet represent classifications in that department or food and beverage outlet under the Union scope of the Collective Agreement and the parties agree where Shop Stewards are appointed in accordance with the provisions of the Collective Agreement and having at least one (1) year's seniority shall not be sent home or laid-off because of lack of work except where all the employees in their department or food and beverage outlet have been laid off. In the event this provision is applied it is understood the Employer will have the right to lay off the remaining employees in accordance with their seniority in that department or food and beverage outlet. It is further agreed that at no time will Union Steward seniority supersede that of their immediate supervisor.

**20.16** Employees who are laid off will be retained on the Employer's seniority list for a period of one year and shall be subject to recall in accordance with this Agreement. After one year the Employee shall be removed from the seniority list and considered terminated.

**20.17** It shall be the duty of the employee or laid off person to notify the Employer's personnel office promptly, in writing, of any change in his/her address or telephone number; if an employee or laid off per-

son shall fail to do this, the Employer shall not be responsible for the failure of the notice to reach him/her and any notice which appears on the employee's personnel records shall be conclusively deemed to have been received by the employee or laid off person on the third day after it was sent.

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

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

Should the Hotel close a department the Employer will undertake to place the affected employee into another department, if a position is available and the employee has the skill and ability to do the work involved. Where skill and ability are equal then seniority will be the governing factor and the 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 (if applicable) in accordance with the Employment Standards Act for the province of Ontario and be removed from the seniority list.

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

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.

**20.20** During the first fifteen days worked by an employee in a new position following a successful posting, either the employee may withdraw or the Employer may determine that the employee does not have the required **skill** and ability to do the job. In such case, the employee will be returned to their former classification and any affected subsequent postings may be reversed as a consequence.

## **ARTICLE 21 – SUBCONTRACTING**

**21.01** Notwithstanding the terms and conditions in the Management Rights clause (subcontracting) to further clarify the intent of the parties to this Agreement, should Management exercise their prerogative of sub-

contracting a job listed within the article of cash wage rates (Article 32), Management will otherwise assign **or** offer alternative employment to the displaced person(s) providing such person(s) are willing to accept the position and working conditions of the job offered and management is not restricted in maintaining a fully qualified work force as a result.

21.02 Notwithstanding the above, the Parties further agree the person(s) affected by the application of this section of the Agreement will not receive a lesser rate of pay than the rate shown in Article 32 than that received at the time the position change was made. It is further understood and agreed that this section is not applicable when management is closing an area for a reasonable period of time that is to be renovated **or** refurbished.

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

21.04 If a food and beverage outlet is to be leased, the Employer will advise those affected employees immediately so that they may join the new employer or elect to seek alternate employment within the Hotel in accordance with Article 20.19. However, it is understood that notice to those affected employees will not be less than seven (7) days.

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

endeavor to assist the Union in collecting monies owing.

## **ARTICLE 22 – LEAVE OF ABSENCE**

**22.01** Leaves of Absence without pay and benefits as herein provided shall be in writing and granted at the Employer's discretion. Any person who is absent with written permission shall not be considered laid-off, and his/her seniority shall continue to accumulate. An employee who works for another employer while on a Leave of Absence as herein provided shall be deemed to have terminated his/her employment, provided that such proof of employment can be produced by the Employer.

### **22.02**

- (a) Any employee elected or appointed to a full-time Executive position within the Union will be granted a Leave of Absence without pay and benefits as herein provided for a period of one (1) year.
- (b) (i) The Employer shall grant a leave of absence without pay to employees to attend union conventions, seminars, education classes or other union business.
- (ii) 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.
- (iii) The request will not involve more than four employees at any one time and not more than one employee from any one department.

**22.03** Requests for Leave of Absence must be made in writing to the Department Head as early as possible, but no later than three (3) weeks where possible prior to the desired date of commencement of such leave. The request must state: date of commencement, duration of Leave of Absence and reason for requesting the Leave.

**22.04** The Employer will reply in writing to the employee within seven (7) days after receipt of the request for Leave of Absence. .

**22.05** Employees serving as jurors will receive full pay while absent from work in jury duty. The employees will present proof of service and will turn over to the Employer the payment excluding travelling, meals and other expenses they received for said jury services.

### **ARTICLE 23 – HOURS OF WORK AND WORKING CONDITIONS**

**23.01** The normal work week in all departments of the Hotel shall be forty (40) hours per week.

**23.02** Work schedules shall provide employees with two (2) consecutive days ~~off~~ each week, with possible exceptions in some departments where arrangements are made, subject to the approval of both parties.

**23.03** Departmental weekly work schedules shall be posted where deemed necessary, not less than seven (7) days prior the scheduled period. The Employer may, on giving four (4) days notice to the employee(s) concerned and subject to the provisions of article 23.01 hereof revise such schedule(s) without the payment of premium time. The posting of schedules does not constitute any guarantee that work will be available. In the event of lost time due to lay-off within a

department or group, work may be offered to employees on their scheduled days off at their regular basic hourly rate of pay in order to make up such regular time lost.

**23.04** The Employer may schedule employees for lesser periods than eight (8) hours, so long as the senior employees are given what full shifts are available first on a given day and are available to work. Employees who are scheduled to work less than eight (8) per day will not be scheduled less than (4) hours. Should a full-time employee, working short schedules, elect to work other shifts that may come available due to unexpected business, then the parties agree the Employer will not be required to make any overtime payments to accommodate their requested changes in days off or shift changes.

**23.05** Part-time employees will be guaranteed a four (4) hour reporting for work allowance in accordance with the above.

**23.06** The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., a breakdown beyond the control of Management. The reporting for work allowance is as described above, notwithstanding Articles 23.01 or 23.04 of this Agreement.

**23.07** In the event of work shortage or decline in workload in any given department, the following will be placed on the bulletin board: "Any employee in this Department wishing to depart from his or her work prior to the normal departure period, should advise the Department Head immediately."

**23.08** The foregoing Article 23.07 will apply when a known situation exists. However, in the event of a drastic decline, a decline beyond the control of man-

agement, the employees will be asked as a group of more than three.

**23.09** Should a position become available and a replacement is required, the Employer will post on a notice board, within the work area of the vacancy, and the principal posting area of each Hotel, the availability of this position for a period not less than seven (7) calendar days. This applies only to the immediate work area where, the vacancy exists. the above will be in conjunction with the seniority provision as outlined in the general body of this Agreement (see Articles 20.08 through 20.14), so long as it does not prevent the Employer from maintaining an adequate and qualified work force.

## **ARTICLE 24 – OVERTIME REGULATIONS DAILY BASIS**

**24.01** Employees shall, with exceptions, receive for hours of work in excess of forty four (44) hours of work week, overtime pay at the rate of time and one half (1-1/2) their regular hourly rate. There shall be no duplication of overtime premiums.

**24.02** Each employee must obtain from his or her Department Head authorization in writing in advance of his or her overtime work before overtime money will be paid.

**24.03** It is agreed by the Parties that if an employee requests a change in his or her scheduled days off (as provided for under Seniority Clause) or requests to work on his/her scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth or seventh day, the Employer shall not be required to pay overtime rates to honour this request.

## **ARTICLE 25 - OTHER WORKING CONDITIONS**

**25.01** No allowance will be made for time on the time records prior to the regular starting time, without authorization by a Department Head. Unless the Department Head's authorization is secured on each occasion, the additional time shown on the time record at the commencement of a work period will be considered as time not worked.

**25.02** If an employee punches/signs out late, it will be assumed that the employee was delayed for personal reasons and that the time shown on the time card beyond the regular quitting time is the employee's personal time.

**25.03** Employees neglecting to punch/sign in and out at all required times throughout working hours may be subject to disciplinary action.

**25.04** Each employee shall punch/sign only his/her own time card.

**25.05** An employee who punches/signs a time card of another employee is subject to immediate dismissal.

**25.06** At the same time that income tax T-4 slips are made available, the Employer shall type on the slip the amount of Union dues paid by each Union member in the previous year.

### **25.07**

- (a) Employee warning notices and suspensions will be taken from the employee's file after two (2) years, should the offense not be repeated during that period.

- (b) Employees will be granted access to their personnel file. Three days of advance notice must be given and the employee must be accompanied by a Shop Steward and the General Manager or designate. The meeting will take place during regular business hours of the Executive Office. Should the employee wish to remove or alter any contents of his/her file other than provided for elsewhere in this Agreement, the grievance procedure must be invoked.

**25.08** Employees will be given one fifteen (15) minute rest period for the first four (4) hours scheduled to work, and worked. Should the employee be scheduled for a second four (4) hours in any one day, then they will be give a second fifteen (15) minutes rest period during that four (4) hours. These rest periods will be taken at time determined by the Employer and will be consistent with efficient operations in each work area of the Hotel and will not be cumulative and not be paid if not taken.

**25.09** All employees under the scope of the Collective Agreement shall be entitled to one (1) free duty meal in an area designated by Management at a time assigned by their Supervisor. The price of such meal will be added to the rates shown on the wage rates when the employee works and receives the meal for taxation purposes. Notwithstanding the above, the Parties agree that this duty meal will be taken on the employee's own time.

**25.10** When the guest is charged a service fee for pouring and handling of wine or liquor supplied by the guest, a gratuity of fifteen (15%) of such charge shall be paid to the servers.



**25.11** When a person calls to make reservations for a Party of eight (8) or more for lunch or dinner in one of the Hotel dining rooms, it is suggested to the person making the reservation that a suggested gratuity of 15% will be added to the bill. If the person making the reservation objects, no such gratuity is added. Furthermore, as it is a suggested gratuity, even though it may be shown on the bill the guest is under no obligation to pay it. Finally, even if the guest has agreed to a suggested gratuity, if the guest subsequently complains about the service, the gratuity is not added to the cheque. Hotel sponsored functions will be subject to a gratuity of 10% of cost price.

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

All cases of absence must be report to the Human Resources Department or Assistant Manager on duty, on the first day within a period of three (3) hours prior to the normal reporting time of the employee concerned.

## **ARTICLE 26 – VACATIONS**

**26.01** All full-time regular employees of the Employer who have completed one (1) year of continuous service with the Employer, but less than fifteen (15) years in their anniversary year shall receive two (2) weeks vacation with four percent (4%) of gross wages.

**26.02** All full-time regular employees of the Employer who have completed fifteen (15) years of continuous service with the Employer, but less than twenty-five (25) years in their anniversary year shall receive three (3) weeks vacation, with ~~six~~ percent (6%)

of gross wages. [In the third year of the Agreement the entitlement shall arise after thirteen (13) years in place of fifteen (15) years].

**26.03** All full-time regular employees of the Employer who have completed twenty-five (25) years or more of continuous service with the Employer shall receive four (4) weeks vacation with eight percent (8%) of gross wages. [In the third year of the Agreement the entitlement shall arise after twenty-three years in place of twenty-five years].

**26.04** Vacations shall be granted within ten (10) months following the date on which an employee qualifies.

**26.05** Due to the peculiarities of the hotel business, it is recognized that during certain periods, minimum scheduling of vacations is necessary, therefore, the Employer may grant vacations so, as it does not prevent the Employer from maintaining a qualified and adequate work force.

**26.06** Vacation credits shall not be cumulative from year to year.

**26.07** The Parties agree that the Employer will retain its present system of payment for vacation wages for part-time employees for the duration of this agreement.

**26.08** The usual deductions from an employee's pay will be deducted from the employee's vacation money.

**26.09** All full-time employees with the greatest length of continuous service will be given first choice of vacation dates, provided that the Employer shall be entitled to maintain a qualified and adequate work force.

**26.10** The Employer will arrange for a vacation schedule to be posted by department by February 1st of each year.

**26.11** The vacation schedule in its final form will be posted by department by March 31st of each year.

## **ARTICLE 27 – PAID HOLIDAY PRIVILEGES**

**27.01** The Hotel will grant to all full-time regular employees who are on the seniority within the scope of the Contract and who have completed fifty (50) working days prior to the holidays concerned, pay for the days listed:

New Year's Day	Labour Day
Good Friday	Thanksgiving
Victoria Day	Christmas Day
Dominion Day	Boxing Day

[In the second year of this Agreement add Remembrance Day, and in the fourth year add Civic Holiday to the list].

**27.02** When not required to work, the Hotel will grant the employee one (1) day's money according to his/her regular rate for the above noted eight (8) days. When the Employee is required to work on any one (1) of the above noted eight (8) days, he/she shall be paid in addition to his/her regular rate of pay, his/her regular day's money.

**27.03** In the event of a holiday, as specified in this Article, falling within an employee's vacation period, the employee has the choice of either:

- (a) extending the vacation period by one working day with pay, or

(b) paying an extra day's vacation pay.

In either case, the rate of pay will be the same rate as used in calculating an employee's vacation pay.

**27.04** Employees required to work, but who absent themselves from employment on the above dates shall be considered absent without leave, and do not qualify under this provision.

**27.05** In order to qualify for payment on a statutory holiday as provided for above, the eligible employee must work his scheduled shift on the day immediately prior to and his scheduled shift immediately following the holiday.

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

## **ARTICLE 28 – SAFETY AND HEALTH**

**28.01** The Employer and the Union agree that they will mutually cooperate and maintain reasonable standards of Safety and Health in order to prevent injury and illness.

**28.02** *An* employee who is required by law to submit to a medical examination, shall not be compensated for any loss of income by the employer. *An* employee who is required by the Employer and not by any law to submit to a medical examination during working hours shall be paid at his/her straight time hourly rate for a reasonable amount of time spent in attending such examination.

**28.03** If any employee upon being so examined is found not to fulfil the medical requirements for his/her position, such employee will be allowed at their own cost, to consult a physician of their choice. If the reports of the two physicians conflict, a third physician will be selected by the two physicians. His/her employment may be terminated and such termination may be the proper subject matter of a grievance within the meaning of this Agreement and shall be arbitrable.

## **ARTICLE 29 – HEALTH AND WELFARE/WEEKLY INDEMNITY PLAN**

### **29.01**

- (a) Health and Welfare payments to be made to the Trust in effect currently between the Parties on an hourly banking formula:

effective December 16, 1999: seventy-three cents  
(73¢) per hour paid

effective December 1, 2000: seventy-eight cents (78¢)  
per hour paid

effective December 1, 2001: eighty-three cents (83¢)  
per hour paid

effective December 1, 2002: eighty-eight cents (88¢)  
per hour paid.

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

- (b) "Hours paid" includes holiday pay, vacation pay, jury duty pay pursuant to Article 22.05, bereavement leave pursuant to Article 30, paid overtime and wage corrections.

**29.02** All Health and Welfare payments shall be calculated from the first day 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 day of the following month.

The Employer will be reasonable for loss of benefits to any employee because of its default action in payments.

#### REVIEW OF THE EMPLOYER'S PAYROLL RECORDS

**29.03** The Employer shall allow the properly authorized Trustee to review payroll records to ensure that the proper contributions are being made pursuant to Article 29.01 of this Agreement.

**29.04** 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 advanced notice.

#### NEW BENEFITS (i.e. Drug Card, etc.)

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

## **ARTICLE 30 – BEREAVEMENT LEAVE**

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

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

***An*** employee shall be entitled to receive one (1) day of leave of absence with one (1) day of pay in the event of the death of a mother-in-law, father-in-law, grandchildren or grandparents.

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

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

## **ARTICLE 31 – PENSION PLAN**

**31.01** Effective April 1, 1996 the Employer will pay twenty cents (20 cents) and the employee will pay fifteen cents (15) cents per hour worked during the life-time of this agreement.

**31.02** All Pension payments shall be calculated from the first day of each month to the last day of each month, and shall be remitted and received by the trust of the Pension Plan of Local 75 prior to the fifteenth day of the following month.

**31.03** Notwithstanding the provision of 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 worked on a regular basis of twenty-four (24) or more hours per week upon completion of the probationary period of fifty (50) working days worked.

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

## **ARTICLE 32 – CASH WAGE RATE**



	Department Classification	Wage Rate				
		OnRatification	Jan. 1/01	Jan. 1/02	Jan. 1/03	Jun. 1/03
w m	<b>Room Service Department</b>					
	Room Service Waiter/Waitress	7.43	7.54	7.65	7.88	7.96
	Room Service Order Taker	10.79	10.95	11.11	11.44	11.55
	<b>Housekeeping Department</b>					
	Houseperson	11.24	11.41	11.58	11.93	12.05
	Room Attendant	11.24	11.41	11.58	11.93	12.05
	<b>Food Production Department (Kitchen)</b>					
	Station Chef	14.96	15.18	15.41	15.87	16.03
	1st Assistant Cook - 1st Cook	13.01	13.21	13.41	13.81	13.95
	Kitchen Helper	11.14	11.31	11.48	11.82	11.94
	<b>Repairs and Maintenance Department</b>					
	Maintenance Person	13.01	13.21	13.41	13.81	13.95
	Refrigeration	20.26	20.56	20.87	21.50	21.71
Plumber	20.26	20.56	20.87	21.50	21.71	

**Stewards Department**

Steward	11.14	11.31	11.48	11.82	11.94
Cleaner	11.16	11.33	11.50	11.85	11.97

**Food and Beverage Outlets**

Bus person	8.74	8.87	9.00	9.27	9.36
Waiter/Waitress	7.43	7.54	7.65	7.88	7.96
Food and Beverage Cashier	10.79	10.95	11.11	11.44	11.55
Food and Beverage Stores	10.79	10.95	11.11	11.44	11.55

**Beverage Department**

Service Bartender	12.39	12.58	12.77	13.15	13.28
Combined Bartender	11.43	11.60	11.77	12.12	12.24

**Laundry/Valet Department**

Laundry	11.24	11.41	11.58	11.93	12.05
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**Telephone Department**

Operators	11.24	11.41	11.58	11.93	12.05
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**Parking Department**

Bellperson	7.76	7.88	8.00	8.24	8.32
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**Banquet Department**

40	Banquet Server	7.43	7.54	7.65	7.88	7.96
	Food and Beverage Houseman	11.13	11.30	11.47	11.81	11.93
	Banquet Cashier	10.79	10.95	11.11	11.44	11.55
	Lifeguard	10.35	10.51	10.67	10.99	11.10

\*

Employees who are red circled or receive a premium wage rate will receive wage increases on the specified dates in the same amount of ~~cents~~ per hour as given ~~to~~ their classification.

**32.01** It is agreed that all gratuity employees (excluding Banquet employees) working split shifts will not be paid less than eight (8) hours per day over a twelve (12) hour period.

## **32.02 LEGISLATED WAGE RATES**

- (a) It is agreed by the Parties to the principle of retaining during the life of this Agreement a twenty (20) cents per hour differential above the Provincial minimum wage for all employees who are affected.
- (b) This twenty (20) cent differential will at no time compound the regularly scheduled wage increases in the provided for wage adjustments attached hereto.

**32.03** The Parties agreed to a starting rate. New employees will receive eighty (80%) of the contract rate in effect at the time of hiring after the date of ratification, for six (6) months. This rate will only apply to new hires. It is further understood that probationary employees will only qualify for those benefits legislated by the Province of Ontario.

**32.04** Notwithstanding Article 32.03, Starting Rate, the Schedule of Wages contained in Article 32 is the minimum and shall be applicable to all employees; any employee who is receiving a higher rate of pay than the minimum shall not suffer any reduction because of the signing of this Agreement except as specified above, and he/she will be eligible for increases where applicable.

**32.05** During the life of this Agreement, where a new job is established or where existing job duties are significantly changed or when classifications are combined (other than as contemplated by the changes to classifications embodied in Articles 2.01, or 32 and 35 of the current Agreement) the appropriate rates of pay shall be negotiated between the employer and the union. Failing agreement, the dispute may be the subject of the grievance procedure.

## **ARTICLE 33 – ROOM SERVICE**

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

**33.02** The Service charge of any function held in a hotel suite or private room, that is sold through sales and catering shall be split as follows; seventy-five percent (75%) to the unionized staff servicing the function; and, twenty-five percent (25%) will be at the disposal of the catering manager as he/she feels best suited.

## **ARTICLE 34 – SERVICE DEPARTMENT**

### **34.01 TOUR BAGGAGE**

The charge for tour bags will be \$2.50 per room in and out, or any higher charge negotiated by the Employer.

This article does not apply to transportation crews unless the baggage fee is part of the crew contract with the Hotel. The Union would have reasonable access to relative documents which would support management's claim that the crew contract does not contain a baggage fee.

**34.02** Notwithstanding the above, the Parties agree that this will not affect those tour contracts signed prior to the ratification and signing of this Agreement. It is further agreed that Management will make every effort within reason to contract, subject to this formula.

**34.03** It is further agreed that the checks, or relevant documents, showing the total amount of charge for tour bags signed by the guest will be available for inspection by the Union upon written request. Non-payment of such charge for tour bags to the Hotel are subject to deduction from subsequent lists.

## **ARTICLE 35 – BANQUET DEPARTMENT**

### **35.01 CLASSIFICATIONS AND WAGE RATES**

Classification	On Ratif'n.	Wage Rate			
		Jan. 1/01	Jan. 1/02	Jan. 1/03	Jan. 1/03
Banquet Server	7.43	7.54	7.65	7.88	7.96
Food & Beverage Houseman	11.13	11.30	11.47	11.81	11.93
Banquet Cashier	10.79	10.95	11.11	11.44	11.55

**35.02** Full-time employees under Article 35 shall enjoy all benefits of all full-time regular employees unless otherwise stated in this schedule. Part-time employees under Article 35 will be entitled to all terms and conditions so spelled out in this schedule and shall be booked according to seniority.

### **35.03 HOURS OF WORK AND OVERTIME**

Hours of work and overtime provisions for all employees under this schedule shall be in conformity with the Employment Standards Act of the Province of Ontario, with the exception of Banquet Housemen who will be scheduled in accordance with the general body of this Agreement.

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### **35.04 GRATUITIES**

Food and Beverage gratuities will be pooled daily and divided equally by the hours worked each day. Gratuities will be payable at the end of each pay period. The gratuities split will be:

75% to Banquet Servers  
2% to Food and Beverage Housepersons  
23% to management.

### **35.05**

- (a) Payment of gratuities for Banquet servers shall be divided in accordance with article 35.04 amongst the Banquet Servers who provide the service and they shall receive from the Hotel an itemized breakdown for each function worked and their service charge at the end of each pay.
- (b) Payment of gratuities for Food and Beverage Housepersons shall be divided in accordance with article 35.04 amongst the Food and Beverage Housepersons who provide the service and they shall receive from the Hotel an itemized breakdown for each function at the end of each pay.

**35.06** It is further agreed that the checks, or relevant documents, showing the total amount of service charge signed by the guest will be available for inspection by the Union upon written request. Non-payment of such service charge to the Hotel are subject to deduction from subsequent lists.

**35.07** The Union shall be notified accordingly of such non-payments. Adjustments on any non-payments will be made by the Catering manager on a subsequent list of employees concerned.

**35.08** A representative of the Union, upon written request, shall be permitted to make an audit of the relevant documents covering service charge distribution and submit an audit report to both Parties in writing declaring his/her findings within thirty **(30)** days of completion of audit. Failure to produce this audit will nullify the above clause and its intent.

### **35.09 MEALS**

The employees under article **35** shall be allowed one (1) free duty meal for each four **(4)** hours worked in an area designated by Management. The price of such meals will be added to the rates shown on article **35** when the employee works and receives the meals, for taxation purposes.

### **35.10 OTHER WORKING CONDITIONS**

Employees in the Banquet Department shall be scheduled by seniority up to forty **(40)** hours per week.

**35.11** Any employee in the Banquet Department who refuses two (2) scheduled work assignments in any two (2) normal work weeks shall be considered as having terminated their employment.

**35.12** A Banquet Server shall not be required to perform a Cook's duty.

### **35.13 MANAGEMENT FUNCTIONS**

Management Functions: employees agree that Hotel sponsored functions will be subject to a gratuity of ten percent (10%) of the cost price.



### **35.14 (PART-TIME EMPLOYEES – CLARIFICATION)**

- (a) The Parties recognize that due to the peculiarities of the hotel business and the Banquet Department there will be periods during the employee's year where they will work in excess of the normal part-time hours of twenty-four (24) per week, but for the above stated reasons will not enjoy the full-time benefits as indicated.
- (b) It is also recognized in the interest of prioritizing work assignments to senior part-time employees that they may work in excess of the maximum hours of twenty-four (24) per week, however, in doing so, will not change their status or benefits.
- (c) All other Banquet Servers hired on a part-time basis will be in accordance with the Banquet Article 35.03.

### **ARTICLE 36 – RETIREMENT**

**36.01** Normal Retirement age for all employees will be age 65 and employees shall retire from employment at the conclusion of the month during which they turn 65.

### **ARTICLE 37 – LETTERS OF UNDERSTANDING**

All Letters of Understanding issued between management and union officials during the negotiations for this Agreement and any others issued during the terms of this Agreement are intended by the parties to form part of this Agreement and to have the same force and effect as specific provisions of this Agreement.

## ARTICLE 38 – TERMINATION OR MODIFICATIONS

**38.01** This Agreement shall be in effect from December 16, 1999 and continue in effect until December 1, 2003. Unless either Party gives notice in writing to the other party that amendments are required, or that the party intends to terminate the Agreement, it shall continue in effect from year-to-year thereafter in one year renewals.

**38.02** Notice that amendments are required, or that either Party intends to terminate the Agreement, may only be given during ninety (90) days preceding the expiry of the Agreement.

**38.03** The Parties hereto agree to meet for the purpose of negotiations within ten (10) days after giving such notice or as otherwise agreed.

The provisions of this Agreement shall nonetheless remain in full force and effect until the right to strike or lockout becomes legal as provided for, and subject to, the Labour Relations Act.

**38.04** On completion of negotiations for a new contract, if an agreement is reached between the Hotels and the Union Negotiating Committee, a Memorandum of Full Settlement shall be drawn up and signed by the Parties covering all and every amendment to the Agreement before the Agreement is presented by the Union to the membership for ratification.

Dated this 20 day of April, 2000 at Toronto  
TORONTO, Ontario.

FOR THE UNION

  
Francesco Carlucci

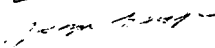
Sherrill 

Dale Milner

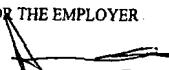
Paul Clifford



D Blake



FOR THE EMPLOYER

  
D.G.O.

## LETTER OF UNDERSTANDING

### RE: UNIFORMS


Management will supply two (2) uniforms for each employee. Employees will be responsible for cleaning and maintenance of the uniform, except for those employed in the classification of Station Chef, 1st Assistant Cook and Kitchen Helper in the Food Production Department (Kitchen).

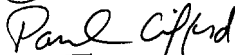
Dated this 20 day of April, 2000 at Toronto  
TORONTO, Ontario.

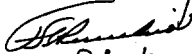
FOR THE UNION

  
Francesco Calabrese

  
Sherwill

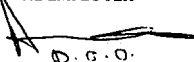
  
Dale Milner

  
Paul Clifford

  
D Blake

  
D Blake

FOR THE EMPLOYER

  
D. G. O.

## LETTER OF UNDERSTANDING

### RE: STUDENTS

The parties agree that students working in the summer vacation period who work for less than one hundred (100) days per year shall be excluded from the bargaining unit.

Dated this 20 day of April, 2000 at Toronto  
TORONTO, Ontario.

FOR THE UNION

*[Signature]*  
Francine Lefebvre  
Sherill  
Dale Milner  
Paul Gifford  
D Blake  
*[Signature]*

FOR THE EMPLOYER

*[Signature]*  
D. G. O.

*[Signature]*