



## **COLLECTIVE AGREEMENT**

Between

**SHERATON CENTRE**

(Hereafter referred to as "The Employer")

and

**UNITE HERE ONTARIO COUNCIL**

**Local 75**

(Hereafter referred to as "The Union")

**Effective: February 1, 2006 to January 31, 2010**

**12275 (03)**

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## **ARTICLE 1 – PURPOSE**

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

**1.02** 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 void the remainder of the Agreement.

## **ARTICLE 2 – SCOPE**

**2.01** The Sheraton Centre recognizes the union as the sole and exclusive bargaining agent for all employees who are employed in the Departments listed in Schedule A, save and except, supervisors, persons above the rank of supervisors, coordinators, accounting, security, front desk, reservations, general administration, purchasing, receiving, sales and catering, activity centre, customer service agents, students in a community college hotel management course who work without remuneration for the Company as part of their program of studies and management trainees.

**2.02** For the purpose of this agreement:

a) Full time employee means an employee employed in the bargaining unit who is regularly scheduled to work more than twenty-four (24) hours per week;

b) Part time employee means an employee employed in the bargaining unit who is regularly scheduled to work twenty-four (24) hours per week or less;

c) For the purposes of greater clarity, an employee shall only move from part-time to full-time status where:

(i) He/she has been the successful applicant for a full-time position pursuant to article 19.06;

(ii) He/she has worked a total of 1249 hours or more in a calendar year calculated on or about January 31 each year

excluding casual banquet hours. For the purpose of computing hours worked, these shall include: statutory holidays, vacations, weekly indemnity, WSIA leave and parental leave;

(iii) An employee will not move from full-time to part-time unless the employee consents or the employee consistently refuses available full-time hours. Prior to attaining full-time status pursuant to this Article, an employee must indicate their willingness to be available to work full-time hours.

As a means of computing hours for achieving full time status for benefit eligibility, among other things, it is understood that in order to achieve full time status within a classification for classification seniority purposes, only hours worked within that classification shall and will be considered. Employees will not be permitted to combine hours worked in more than one classification to achieve full time status, for classification seniority purposes;

(iv) A part-time employee who goes to full-time will go to the bottom of the full-time seniority list. A full-time employee who goes to part-time will carry their classification and departmental seniority and their seniority will be intermingled on the part-time seniority list.

**2.03** Article 22.01, 22.02, 22.04 and Articles 27 and 30 shall not apply to part-time employees classifications except where specified in such schedules. The Employer shall insure that any new hires within the references existing scope of the General Agreement resulting from the creation of new work areas shall become Union members and shall enjoy the appropriate rates of pay and benefits for the classifications concerned.

**2.04** The Employer shall ensure that new classifications created and not listed but forming part of the Departments in Schedule A and Article 35.00 but subject to Article 2.01, shall form part of the bargaining unit. The Employer shall set a rate of pay for the new classifications and notify the Union within seven (7) days of the commencement of the classification. The Union may, within ten (10) days of being notified, request a meeting with the Employer, to discuss the rate. If no agreement is reached, the Union, may within thirty (30)

days of ratification, file a grievance contesting the rate and refer it to arbitration pursuant to the procedures in the collective agreement.

**2.05** The Union and the Company agree that employees who are not covered under the scope, will not normally be scheduled to work and perform duties under any of the classifications, except for the purpose of instruction, management training in which cases it will not result in the replacement of employees under the scope provision; or in the event of 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. Notice upon entering shall be given to a representative of Human Resources, or in their absence the Manager on Duty. 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** The Employer shall not prohibit the wearing of union pins and buttons provided they are of a reasonable size and style and management approves of their use beforehand. Management shall not unreasonably withhold approval.

**4.05** The Hotel will provide an available meeting room at no cost to the union, to address new hires as part of their orientation to the Hotel. The employer will inform the Chief Shop Steward in advance of the meetings.

The employer will endeavour to provide the Union with a meeting room for the purpose of meeting with members, without charge, so long as it does not result in the loss of business.

## **ARTICLE 5 – UNION SECURITY & UNION OFFICE**

**5.01** The parties agree to a compulsory dues check off (including initiation fees, union dues and assessments) for all employees within the scope of this Agreement.

**5.02** It is understood that the amount of initiation fees and dues and the frequency of deductions is determined by the Local Union, or by Union International Convention and may be changed by providing sixty (60) days' notice in writing to the Employer of any such change. Such notice of change must be signed by the Secretary Treasurer or the President of the Local Union.

**5.03** Unless notified otherwise by the Union, all deductions shall be collected from the employee's first pay in each month.

**5.04** All new employees will be provided a Union Application card by the Employer to be filled out at the time of hiring. The Employer will forward two (2) copies of the completed Union Application Card to the Union office within two (2) working days of hiring.

**5.05** All bargaining unit employees must become and remain a member in good standing in the Union as a condition of employment. Upon receipt by the Employer of written advice from the Union that an employee is not in good standing with the Union, the Employer shall immediately terminate the employee from their employment.

**5.06** All sums deducted shall be forwarded to the Treasurer of the Local Union. These sums must be received by the Union on or before the fifteenth (15<sup>th</sup>) day of each month following the month in which the deductions are made.

**5.07** Accompanying the submission of deductions will be a list of bargaining unit employees. The list will contain the following information:



(a) the amount of dues/initiation fees/assessments deducted for each member;

(b) if no sum is deducted for a member, the reasons therefore (eg. Sick, WSIB leave, layoff, quit, termination);

(c) employees' full-time or part-time status, their social insurance number, updated address and telephone number, classification, department and wage rate;

(d) the aforementioned list will be provided electronically or on computer disk if requested by the Union, and if feasible to do so.

**5.08** On request and with reasonable notice, the Employer will allow the Union to access payroll records, schedules, sign-in and sign-out sheets and any other information reasonably required to satisfy the Union that dues and initiation fees are being deducted correctly.

**5.09** If directed to do so by the Union, the Employer will provide Union originated withdrawal cards to employees whose absence is expected to last beyond a one (1) month period.

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

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

**5.12** 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 and initiation fees paid by each Union member in the previous year.

## **ARTICLE 6 – RESERVATION OF MANAGEMENT RIGHTS**

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

- a) maintain order, discipline and efficiency;
- b) hire, transfer, promote, demote or retire and, with just cause, to suspend, discipline or discharge employees and to increase and decrease the working force in a manner consistent with the terms of this Agreement.
- c) the right to determine the direction of the working force, the schedules of work, methods, in order to perform any services that may be necessary to manage the enterprise and its business;
- d) it is agreed that the Employer may, at its discretion, issue and enforce from time to time reasonable rules and regulations in order to assure the successful operation of its business. Breaches of such rules by an employee may be cause for disciplinary action;
- e) limit, suspend or cease operations, subcontract, or make necessary arrangements due to a change in the Employer's policies;
- f) it is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of 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.

## **ARTICLE 7 – NO STRIKE OR LOCK-OUT**

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

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

**7.03** 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.

**7.04** 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 strike or problems confronting the Employer or any other employers.

## **ARTICLE 8 – NEGOTIATING COMMITTEES**

**8.01** The Employer acknowledges the right of the union to appoint or otherwise select a Negotiating Committee of not more than six (6) employees. Committee members shall not suffer any loss of regular hourly wages or contributions to both the Health & Welfare Trust and the Pension Trust for those hours, for scheduled meetings between parties for the negotiation of the Collective Agreement. There will be no compensation for time spent outside of regular working hours, nor will hours under this provision attract overtime pay.

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

**8.03** 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 9 – SHOP STEWARDS**

**9.01** The Hotel acknowledges the right of the Union to appoint or otherwise elect a reasonable number of Stewards, one of which would be the Chief Shop Steward to assist employees in presenting their grievances to the representatives. There will be no more than one steward per department / food and beverage outlet as outlined in Scheduled A with the exception of housekeeping where there will be a maximum of two.

**9.02** 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. Effective October 3, 2006, an additional steward

will be added.

**9.03** 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.

**9.04** Where a Shop Steward, Union Committee member or Union Official employed by the Employer is temporarily absent with permission, as aforesaid, he/she shall receive his/her regular straight time rate of pay during such period of absence, provided that the Employer shall not be obliged to make any payment for time spent by a Steward, Committee member or Union Official outside his/her regular working hours.

**9.05** Union Stewards appointed in accordance with the provisions of the Collective Agreement and having at least one (1) year seniority shall not be laid off because of lack of work except where all employees in their department have been laid off and so long as they have the skill and ability to perform any work available in their respective departments.

## **ARTICLE 10 –QUALIFICATION OF STEWARDS**

**10.01** 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 completed their probationary period. An employee on layoff, or on notice of layoff, cannot be appointed as a steward.

**10.02** It is understood that Stewards and other Union Officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, or with other Union business, and that in accordance with this understanding the Employer will compensate such employees for time spent in negotiating with the Employer, in handling grievances of employees, and attending meetings of the grievance committee as well as educational seminars, at their regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours. Payment of Educational Seminars will not exceed three (3) hours per month (non-cumulative). Notwithstanding the above, the Union will be required to notify the Employer fourteen (14) days in advance and that it will

not prevent the Employer to maintain an adequate and qualified work force.

## **ARTICLE 11 – DISCIPLINE AND DISCUSSION**

**11.01** Discipline and discharge 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 asked to sign such notices as acknowledgment of receipt of same. The signing of this notice is not an admission of guilt.

**11.02** 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) In all cases of discipline, including discharge, a Union Steward shall be present, unless the employee specifically requests otherwise. Every effort shall be made to find a Union Steward. If a Union Steward is not present, this shall not void the discipline. If no Union Steward is present, then the employee may request the presence of another employee as a witness.

c) Employees will be granted access to their personnel file. Twenty-four (24) hours of advance notice must be given and the employee must be accompanied by a Shop Steward and a member of the Human Resources Department. The meeting will take place during regular business hours of the Human Resources Department. Should the employee wish to remove or alter any contents of his/her file other than provided for elsewhere in the Contract, the grievance procedure must be invoked.

**11.03** The Union acknowledges that probationary employees may be disciplined or discharged for a lesser standard than may warrant the discipline or discharge of a non-probationary employee. The Employer shall in its evaluation of probationary employees act in good faith taking into consideration the employees conduct, attitude, attendance and appearance.

**11.04** The Employer shall provide evidence of an Integrity Audit relevant to the individual employee who has been disciplined. Failure to provide this evidence shall not void the discipline.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

**12.01** For purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

For the purpose of Articles 12, 13, 14, 15 and 16, reference to “days” relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

**12.02** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of resolving his/her complaint. The employee may be accompanied by a Union Steward if he/she so chooses. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor within seven (7) days after the circumstances giving rise to the complaint having occurred or ought to have reasonably come to the attention of the employee. The supervisor shall give his/her response in the complaint within three (3) days and, failing settlement, or failing a response, it may then be taken up as a grievance within seven (7) days following advisement of the immediate supervisor’s decision in the following manner and sequence:

**Step #1 :** The employee and/or his/her Steward may present his/her grievance to his/her department head and/or designate. The grievance shall be in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to have been violated. The employee and/or Steward and the department head and/or designate will have such discussion as is necessary to explain the nature of the grievance. Failing settlement, the department head and/or designate shall deliver his/her decision in writing and the reasons therefore within five (5) days following the presentation of the grievance to him/her. Failing settlement:

**Step #2:** Within seven (7) days after the decision in Step #1, the Union may submit the grievance in writing to the Director, Human Resources, or his/her designate. A meeting will then be held between the Director, Human Resources or designate, and Union Steward or designate and the grievor, or any other person reasonably required to fully discuss the grievance, if either party requests. Such meeting shall be held within fourteen (14) days of submission of the grievance at Step #2 unless extended by written agreement

of the parties. It is understood and agreed that a staff representative of the Union and/or the Chief Shop Steward may be present at such meeting at the request of either party and that the Employer may also have such counsel and assistance as it may desire. The decision of the Director, Human Resources, or his/her designate shall be delivered in writing within five (5) days following the date of such meeting or such longer period as may be mutually agreed upon. The Employer also agrees to forward all grievance responses to the Union office.

## **ARTICLE 13 – UNION GRIEVANCES**

**13.01** 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, listing the names of the employees prior to arbitration, within a thirty (30) day period of such incident.

**13.02** If such complaint is not settled to the mutual satisfaction of the conferring Parties, it may be referred to arbitration in the same way as the steps of the grievance procedure of an employee. The Union may refer the grievance to Step #2 without going through all steps of the grievance procedure.

## **ARTICLE 14 – MANAGEMENT GRIEVANCES**

**14.01** 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, 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.

## **ARTICLE 15 – DISCHARGE CASES**

**15.01** A claim by a non-probationary 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 Director of Human Resources 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 #2 will be omitted in such cases.

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

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

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

## **ARTICLE 16 – ARBITRATION OF GRIEVANCES**

**16.01** 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 the matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If arbitration is to be invoked, the request for arbitration must be made in writing within fifteen (15) days after the decision at Step #2 is given.

**16.02** When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party and, at the same time, either propose a sole arbitrator or name a nominee to a board of arbitration. Within five (5) days thereafter, the other party shall respond to the proposal (by accepting the proposed sole arbitrator or proposing another sole arbitrator) or shall appoint a nominee, as the case may be. If applicable, the two nominees shall attempt to select by agreement a chairperson for the board of arbitration. If they are unable to agree upon such chairperson within ten (10) days, either may request the Minister of Labour to assist them in selecting a chairperson.

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



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

**16.05** 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.

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

**16.07** 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.

**16.08** 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 witnesses, and all reasonable arrangements will be made to permit the conferring Parties to fully investigate all the circumstances.

**16.09** The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them.

## **ARTICLE 17 – LABOUR MANAGEMENT MEETINGS**

**17.01** The parties agree that regular meetings between Employer and Union representatives (including the Chief Steward and Union Stewards) can be useful in anticipating and resolving issues. The parties agree to schedule meetings on a quarterly basis, which will take place if either party provides to the other a written agenda at least one (1) week in advance. Responsibility for chairing and taking minutes will alternate with each meeting. Union Stewards from the pertinent departments as reflected on the written agenda will be expected to attend, and will be released from work with no loss of compensation.

The parties further agree that a regular item for discussion shall be the Employer's uniforms/ linen services/first aid and defibrillator purchasing

practices. This discussion shall be of an advisory nature.

## **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 – SENIORITY**

**19.01** 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) days worked.

**19.02** Separate seniority lists will be established for Full time, Part time employees for each department and supplied to the Union. An employee can obtain seniority on only one list at a time. Seniority lists will be posted each January 1 and July 1, showing house, department and classification seniority. An employee will have the period of 10 working days to dispute the newly posted seniority list. The list provided to the Union shall contain the above information as well as social insurance number, address and telephone number.

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

to accumulate in the original department or food and beverage outlet during the employee's absence.

**19.04** 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.

**19.05** An employee cannot be transferred or assigned to a job outside of his/her department or food and beverage outlets unless by mutual agreement. Such agreement shall be in writing between the employee and supervisor. The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., a breakdown beyond the control of management.

**19.06** Department Seniority will be the governing factor in cases of promotions, or upgrading of employees where all other factors including skill, ability and efficiency are equal.

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

**19.08** 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.

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

**19.10** In the case of a lay-off in any one department or food and beverage outlet, for a period that exceeds two normal work weeks, the employee with the most seniority will have the right only to bump the employee with the lesser departmental 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 skills, ability, and efficiency to do the job of that employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply. It is understood that in the event of layoff, each department or each food and beverage outlet will stand on its own as a department.

**19.11** A reduction of hours during a shift or reduced hours or shifts during a period of two or less weeks, does not constitute a layoff.

**19.12** Part time employees have seniority only within the Part time classification. A Full time employee has preferred status to a Part time employee.

**19.13** An employee shall lose all seniority and shall be deemed to be terminated if he/she:

- a) Voluntarily leaves the employ of the Hotel;
- b) Is discharged and is not reinstated through the grievance or arbitration procedure;
- c) Is laid off for a period of twenty six (26) weeks. The individual may be retained on the seniority list with the consent of the parties of this agreement which shall not be unreasonably withheld.
- d) Is absent without leave for three (3) working days and without properly calling in to their Supervisor or Manager on Duty with a valid reason.
- e) Uses a leave of absence for purpose other than which it was granted.
- f) Is absent from work due to Workers Compensation or sickness in excess of twenty-four (24) months. During the six months following the loss of seniority and termination of employment the Employer will continue to forward to the employee, copies of all postings for which the employee may have the requisite skills for the hotel or where possible other hotels in the chain in the immediate area, for which the employee may then be considered.

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

**19.15** Unless an employee signifies his/her intention to return to work within five (5) days after receiving notice of recall, 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.

**19.16** Should the Hotel close a food and beverage outlet or department the employees involved will be provided with sixty days notice inclusive of any obligations under the Employment Standards Act.

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 in accordance with Employment Standard Act for the Province of Ontario and be removed from the seniority list.

**19.17 Job Posting:**

- (i) Should a position become available and a replacement is required, the Company will post for seven (7) calendar days on the bulletin board, within the immediate work area of the vacancy and outside the Human Resources office, the availability of the position.
- (ii) Employees wishing to fill vacant positions shall make their applications in writing, within the seven (7) calendar day period of

posting. If no application is received from a qualified employee within the Department or Food & Beverage Outlet of the vacancy, applications from employees in other Departments or Food & Beverage Outlets, who have completed their probationary period and/or trial period, shall be given due consideration. In so doing, the employer shall consider an employee's prior training.

For applicants within the Department or Food & Beverage Outlet, where all other factors including skill, ability, and efficiency are equal, department seniority shall be the governing factor.

For applicants outside the Department or Food and Beverage Outlet, where all other factors including skill, ability and efficiency are equal, house seniority shall be the determining factor. Furthermore, the parties agree that qualified internal applicants have preference over qualified external applicants.

(iii) This clause shall not prevent the Company from maintaining an adequate and qualified workforce.

#### **19.18 Training For Laid-Off Employees:**

If there is a full-time vacancy and there are no other senior qualified applicants for the position, any full-time employee on one occasion only, who has received a permanent lay-off notice or who is on actual permanent lay-off and who has elected to maintain his/her recall rights, may, if he/she is interested, apply for said position. Provided that said employee possesses the skill, ability, efficiency and the basic qualifications to learn, the Employer shall, on written request by an employee, provide in-house training of up to ten (10) days at the regular hourly rate of the vacant position, while in training.

### **ARTICLE 20 – SUBCONTRACTING**

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

**20.02** Notwithstanding the above, the Parties further agree the person(s) affected by the application of this section of the Agreement will not receive a lesser rate of pay as shown in Schedule "A" 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.

**20.03** The Employer agrees to negotiate regarding the ramifications of subcontracting with a Union Officer prior to implementation.

**20.04** 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 19.16. However, it is understood that notice to those affected employees will not be less than seven (7) days.

**20.05** 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/her 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.

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

**20.07** No employee employed on the date of receipt of written notice of ratification shall be permanently laid off as a direct result of the contracting out of any work currently performed by bargaining unit employees without first being offered the option to choose alternative employment or enhanced severance as follows:

0-5 years	= 1 week per year
6-14 years	= 1 week, 3 days per year
15-19 years	= 2 weeks per year
20+ years	= 3 weeks per year

The rate of pay for gratuity employees will be determined per their earnings on their T4 slip.

The severance obligations herein are inclusive of all Employment Standards Act, 2000 (as amended) payments.

For the purposes of severance pay calculation, the Employer will use forty **(40)** hours a week for full-time employees. Part-time employees will have their hours averaged over the one year preceding the permanent layoff.

## **ARTICLE 21 – LEAVE OF ABSENCE**

**21.01** Leaves of Absence without pay and benefits as herein provided shall be in writing and granted at the Employer's discretion, 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.

**21.02** Any employee elected to a full time term of office with the union will be granted a leave of absence without pay and benefits for the term of their office. Any employee who is appointed as a full time union representative will be granted a leave of absence without pay and benefits for a period of up to one (1) year.

These may be extended by mutual consent.

**21.03** Requests for Leave of Absence must be made in writing to the Manager as early as possible, but no later than two (2) weeks prior to the desired date of commencement of such leave. The request must state: date of commencement, duration of Leave of Absence and reason for requesting the Leave.

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

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

**21.06** Pregnancy and parental leave will be extended to an employee in accordance with the Employment Standards Act.



## **ARTICLE 22 – HOURS OF WORK AND WORKING CONDITIONS**

**22.01** The normal work week in all departments of the hotel shall be forty (40) hours per week. The forty (40) hour week shall consist of five (5) days per week and eight (8) hours per day.

**22.02** 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 the employee and the supervisor.

**22.03** Departmental weekly work schedules shall be posted where deemed necessary, not less than seven (7) days prior to the scheduled period. The Employer may, on giving four (4) days notice to the employee(s) concerned and subject to the provisions of Article 22.01 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.

**22.04** 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) hours per day will not be scheduled less than four (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 Hotel will not be required to make any overtime payments to accommodate their requested changes in days off or shift changes.

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

**22.06** 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 22.01 or 22.04 of this Agreement.

**22.07** The foregoing Article 22.06 will apply when a known situation exists. However, in the event of a drastic decline, a decline beyond the control of management, the employees will be asked as a group of more than three.

**22.08** Except in the case of an emergency, or in the case of a shift exchange agreed to between the employees and supervisor, or if an employee consents, the Employer shall ensure that there are nine (9) hours free from work between the end of a regular daily shift and the start of the next daily regular shift. (Banquet servers excluded)

### **ARTICLE 23 – OVERTIME REGULATIONS – DAILY BASIS**

**23.01** Employees shall, with exceptions, receive for hours of work in excess of eight (8) hours of work daily, overtime pay at the rate of time and one half their hourly rate for hours of work.

**23.02** Servers shall complete service on guest notwithstanding the fact that the employee has reached his or her quitting time, and such additional time in excess of eight (8) hours shall be paid at the employee's regular rate for the first half hour after eight (8) hours and time and one half his or her regular rate for all time after eight and one half hours.

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

This provision will not be administered by supervisors and managers, inconsistent with Article 23.01, which provides overtime pay at the rate of time-and-one-half for hours of work in excess of eight (8) hours of work daily, with exceptions.

**23.04** Any work performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day shall be paid for at the rate of time and one half (1 ½) of his or her regular hourly rate of pay.

**23.05** It is agreed by the Parties that if an employee requests a change in his or her scheduled days off (as provided for under Seniority Clause) or requests to work on his/her scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day, the Employer shall not be required to pay overtime rates to honour this request.

### **ARTICLE 24 – OTHER WORKING CONDITIONS**

**24.01** 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.

**24.02** 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.

**24.03** Employees neglecting to punch/sign in and out at all required times throughout working hours may be subject to disciplinary action. Any employee who punches/signs a time card of another employee is subject to immediate dismissal.

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

**24.05** An employee is entitled to a one half hour unpaid meal break following five hours of work.

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

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

**24.07** 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.

**24.08** When an employee is scheduled to report to work and they absent themselves, Management will have the right to inquire as to the reason or

reasons for their failure to report. All cases of absence must be reported to their direct Supervisor or Assistant Manager on duty, at least 3 hours prior to the commencement of his/her scheduled start time.

**24.09** The employer will endeavor to correct paycheque errors in excess of \$20.00 caused by the employer and issue a manual cheque within 48 hours, not including weekends.

## **ARTICLE 25 – UNIFORMS**

**25.01** Uniforms or special style of clothing and special equipment if required by the Employer shall be furnished, laundered, cleaned and kept in repair by the Employer at no cost to the employee, and the Employer agrees to maintain adequate and clean facilities for the uniforms or special style of clothing.

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

### **25.03 Shoe Allowance:**

The Employer will provide reimbursement to full-time employees who have completed probation and who are employed in the Kitchen and Stewarding Departments, once per year in the amount of \$60.00 and once every two (2) years in the amount of \$60.00 for those employed in Engineering and Convention Services Porters. Employees will receive said amount as long as the shoes are approved by the employer and as long as the shoes are worn on the job. Payment will be made on or about July 1 upon presentation of proof of purchase. *Effective January 1, 2007, the safety shoe allowance will be increased to \$75 for eligible employees as set out above.*

## **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 five (5) 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 five (5) years continuous service with the Employer, but less than twelve (12) years in their anniversary year shall be entitled to three (3) weeks vacation,

with six percent (6%) of gross wages.

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

**26.04** All full time regular employees of the Employer who have completed twenty-five (25) years or more of continuous service with the Employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages. Effective January 1, 2007, all full time regular employees who have completed twenty-four (24) years or more of continuous service with the employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages. Effective January 1, 2008, all full time regular employees who have completed twenty-three (23) years or more of continuous service with the employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages. Effective January 1, 2009, all full time regular employees who have completed twenty-two (22) years or more of continuous service with the employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages. Effective January 1, 2010, all full time regular employees who have completed twenty-one (21) years or more of continuous service with the employer, shall receive five (5) weeks vacation with ten percent (10%) of gross wages.

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

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

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

**26.08** Part time employees will receive the same percentages for vacation pay as the full time employees and will likewise receive the equivalent time off from the workplace.

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

**26.10** 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.

**26.11** The Employer will arrange for a vacation schedule to be posted by department by March 1<sup>st</sup> of each year.

**26.12** The vacation schedule in its final form will be posted by department by April 30<sup>th</sup> of each year.

**26.13** Employees shall receive vacation payments on the pay period prior to their departure for vacation, provided it is requested two weeks prior to the pay day.

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

**27.01** (a): The hotel will grant to all full time regular employees within the scope of the Contract prior to the holidays concerned, and who work all of their last regularly scheduled day of work before the public holiday and all of their regularly scheduled day of work after the public holiday, pay for days listed:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- December 26

(b): In addition, all full-time regular employees who are on the seniority list within the scope of the contract and who have completed fifty (50) days worked prior to the holidays concerned, pay for the days listed:

- Civic Day
- Remembrance Day
- Employee's Birthday
- Anniversary Date (Employee Start Date)
- 1 Floating Personal Day (effective January 1, 2007)
- An additional Floating Personal Day (effective January 1, 2009)

**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 twelve (12) days. When the Employee is required to work on any one (1) of the above noted twelve (12) days, he/she shall be paid in addition to his/her regular rate of pay, his/her regular day's money. It is also agreed that by mutual consent

in the case of Beverage Service and Beverage Production employees, Statutory Holidays may be exchanged in lieu of enforced closures of the department, as required by law.

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

- a) extending the vacation period by one working day with pay,
- or
- b) paying an extra day's vacation pay.

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

**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** It is understood and agreed that should the Provincial Government of Ontario legislate an additional paid holiday that is not mentioned in any one of the twelve (12) days prescribed, then the Hotel and the Union will mutually agree to substitute for this day one (1) of the four **(4)** present unlegislated days.

**27.07** When a holiday falls on an employee's working day they may request to work that holiday at regular wages for the hours worked and identify another day off at the employee's regular rate of pay in lieu of the double payment for 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 classification seniority.

## **ARTICLE 28 – HEALTH & SAFETY**

**28.01** 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 of a reasonable amount of time spent in attending to such examination.

**28.02** If any employee upon being so examined is found not to fulfill the medical requirements or 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.

**28.03** The Employer and the Union agree that they will mutually cooperate and maintain reasonable standards of health and safety in order to prevent injury and illness, and further agree to abide by the provisions of the Ontario Occupational Health & Safety Act.

**28.04** The Employer and the Union agree to establish and maintain a “Joint Health and Safety Committee” with equal representation. The Union will select its own representatives. The Union will select seven (7) committee members and the Hotel will select seven (7) committee members.

**28.05** Two co-chairpersons shall be selected from the members of the Committee. One of the co-chairpersons shall be a Union member. The other co-chairperson shall be a Company member.

**28.06** The Committee will meet regularly to discuss and review the application of the Ontario Occupational Health & Safety Act and regulations as applicable to this industry and general health and safety concerns.

**28.07** Both parties agree that employees have the right to be informed about the hazards to their health and safety and to participate in the establishment and the maintenance of a healthy and safe workplace.

The Joint Health & Safety Committee will promote and encourage all employees to actively participate in health and safety matters.

**28.08** So long as reasonable notice is provided, the Employer will not



unreasonably deny a Union request for a leave of absence without pay to any unionized employee who is a member of the Joint Health and Safety Committee, to attend training sessions offered by the Union.

**28.09** The parties agree that the customer is the principal stakeholder in the Hotel. However, there are occasions when a customer is unruly, rude or abusive. The Employer acknowledges its responsibility for providing a safe and healthy workplace, and will make available training in how to deal with such situations.

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

**29.01** The Employer will contribute to UNITE HERE, Local 75 Health and Welfare Trust the following amount for each hour paid on behalf of each bargaining unit employee who has completed his/her probationary period:

(Health and Welfare increases will be from the start of the pay period closest to the date(s) set out below)

Effective date of receipt of written notice of ratification *October 3, 2006*: \$1.16 per hour.

February 1, 2007	\$1.19 per hour
August 1, 2007	\$1.22 per hour
February 1, 2008	\$1.25 per hour
August 1, 2008	\$1.28 per hour
February 1, 2009	\$1.31 per hour
August 1, 2009	\$1.34 per hour

It is understood that hours “paid” includes holidays, vacations, parental leave, disability and sickness (non-work related), and adjustments to pay cheques.

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

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

**29.02** All Health and Welfare payments shall be calculated from the first day (1<sup>st</sup>) 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 (15<sup>th</sup>) day of the following month.

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

**29.03 Review Of The Employer's Payroll Records:**

The Employer shall allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made pursuant to Article 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 advance notice.

**29.05 Contribution Reports:**

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

- a) the pay period
- b) for each employee – name, SIN, status (full-time or part-time), hours paid, department, classification, address and phone number
- c) total hours paid
- d) total contribution
- e) total taxes paid
- f) total amount of cheque

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

**29.06 Interest On Delinquent Contributions;**

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

## **29.07 New Benefits (i.e. Drug Card, Etc.):**

Upon a decision of the Trustees of the UNITE HERE, Local 75 Health and Welfare Plan to change or improve benefits the employer will cooperate with the Plan Administrator in the introduction of any new benefit to eligible members, or 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) 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 at the time of death of a spouse, or child, or father or mother, or sister or brother, or mother-in-law, or father-in-law, or grandchildren or grandparents. Such leave will normally commence within seven (7) calendar days of the death, or later where circumstances render an earlier commencement impractical. An employee shall be entitled to receive three (3) days leave of absence with three (3) days pay at the time of death of the same sex partner. Such leave must commence within seven (7) calendar days of the death.

**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** The Employer will pay \$0.40 cents per hour worked, \$0.45 cents per hour effective February 1, 2007, \$0.50 cents per hour effective February 1, 2008 and \$ 0.55 cents per hour effective February 1, 2009. The employee will pay twenty (20) cents where an employee has completed fifty (50) days worked and an employee works regularly twenty (20) or more hours per week. (Pension plan increases will be from the start of the pay period closest to the date(s) set out above)

**31.02** When the UNITE HERE, Local 75 Pension Trust advises the Employer that an eligible part time employee has requested voluntarily to join

the pension plan, the employer will commence contributions remittance on the first of the month following receipt of such advice.

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

**31.04** Should the trustees of the plan however wish to replace the defined contribution plan with another form of plan, the employers and employees will continue to remit any contributions to such new plan in accordance with the formula of Article 31.01.

## **ARTICLE 32 – CASH WAGES**

### **32.01**

The wage rates in effect will be as per Schedule (A) attached.

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

b) It is agreed that for the Apprentice Cooks, the incumbents will receive in addition to their percentage of wages which is governed by the Apprenticeship Act, the increase applicable to non-tipped employees.

### **32.03 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) cents differential will at no time compound the regularly scheduled wage increases in the provided for wage adjustments attached hereto.

**32.04** The fact that a classification exists shall not oblige the Employer to have employees in every classification.

**32.05** The Parties agree to a starting rate. New employees will receive 80% of the contract rate in effect at the time of hiring after the date of ratification, for six months. This rate will only apply to new hires. It is further understood that probationary employees will only qualify for those benefits

legislated by the Province of Ontario.

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

**32.06** Notwithstanding Article 32.05, Starting Rate, the Schedule of Wages contained in Schedule A is the minimum and shall be applicable to all employees; any employee who is receiving a higher rate of pay than the minimum shall not suffer any reduction because of the signing of this Agreement and any employee who is receiving a higher rate of pay than the minimum shall receive the classification wage increase.

**32.07** Those classifications in which the Hotel normally has employees shall not be eliminated during the life of this Agreement without prior discussion between the Employer and a Union Officer.

### **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; 75% to the unionized staff servicing the function; and, 25% will be at the disposal of the catering manager as he/she feels best suited.

### **ARTICLE 34 – SERVICE DEPARTMENT**

**34.01** The current \$2.50 per bag in and out will remain in effect until January 31, 2007.

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

It is further agreed that effective February 1, 2007, the amount will change to \$2.60 per bag in and out. Effective February 1, 2008, the amount will change to \$2.70 per bag in and out. Effective February 1, 2008 the amount will change to \$3.00 per bag in and out.

**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 Management will make every effort within reason to contract, subject to this formula.

**34.03** Any group contract that includes baggage handling shall be charged according to the rate set out in Article 34.01.

**ARTICLE 35 - BANQUET DEPARTMENT**

**35.01**

	Feb 1/06	Aug 1/06	Feb 1/07	Aug 1/07	Feb 1/08	Aug 1/08	Feb 1/09	Aug 1/09
Captain	11.12	11.29	11.46	11.63	11.81	11.98	12.16	12.41
Server	9.42	9.56	9.70	9.85	10.00	10.15	10.30	10.51
Bartender	14.78	15.00	15.23	15.45	15.69	15.92	16.16	16.48
Convention Services Porter	15.23	15.45	15.69	15.92	16.16	16.40	16.65	16.98

**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.

**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 Convention Services Porters, who will be scheduled in accordance with the general body of this Agreement.

Furthermore, the parties agree to include the following:

**a) Equalization of Functions for Full-time Staff:**

Equalization of functions between the eighteen full-time staff shall be obtained by the pooling of all Breakfasts, Lunches, Receptions and Dinners on a weekly basis. Employees will be selected on a rotation basis starting from where booking stopped or ended for a specific function. The following day the booking will continue with the next name on the list. Only full-time

servers, subject to operational efficiency should serve Receptions before Dinner functions.

**b) The Rotation of Coffee Breaks for Full-time Staff:**

Only full-time Servers will be scheduled in the rotation of coffee breaks and the rotation shall be separate from all other functions. Every coffee break shift worked shall be counted as two functions. If a full-time employee does not work scheduled coffee break services he/she shall be penalized by working two less functions.

**c) Equalization of Functions for Part-time Staff:**

Equalization of functions between the twelve part-time staff shall be obtained by the pooling of all Breakfasts, Lunches, Receptions and Dinners on a weekly basis. Employees will be selected on a rotation basis separate from the full-time rotation, starting from where booking stopped or ended for a specific function. The following day the booking will continue with the next name on the list.

**d) Assignment of stations:**

Classification seniority will apply in assignment of stations for full-time Servers, or where management deems it necessary to provide service.

**e) Sub Classifications of Banquet Staff for Scheduling/Call-in Purposes:**

For clarification, full-time staff will be scheduled first, then regular part-time staff, followed by *full time* bartenders. Casual staff will be utilized after the above classifications have been scheduled.

**I. Current Full-time (18)**

The Employer will reduce the cap to 18 through attrition. However, due to business conditions this number may fluctuate up or down in accordance with Article 36.14 (of the 1996-1999 Collective Agreement which states):

“It is further understood and agreed between the Parties that the above noted capped numbers do not constitute any guarantee that work will be available or the company is required to keep them at that level.”

II. Regular Part-time (12):

12 employees who are available for all functions as determined by the declaration process.

For the purposes of status, only for health & welfare eligibility and pension contributions, the employer shall recognize the Regular Part-time (12) staff as having the status of full time under the UNITE HERE, Local 75 Plans.

This Agreement is made on a without prejudice and without precedent basis and shall be relied upon only to the extent necessary to enforce the terms of the Agreement itself. This Agreement shall have no impact on any other matter which may arise between the parties and will continue in full force and effect until the expiry of the Collective Agreement. Where this Agreement conflicts with any Banquet provisions as set out in the existing Collective Agreement, the terms of this Document will supercede the Collective Agreement.

III. Bartenders:

The Employer will honour the current seniority list.

IV. Casual:

The Employer will call-in remaining casual employees on an as needed basis.

**35.04 Service Charge Food:**

a) It is agreed that of the total amount of the service charge left by the guest, seventy-five (75) percent will be set aside for the sharing among the servers who serve the food. Two (2) percent of the total amount will be set aside for the Convention Services Porters, and twenty-three (23) percent of it will be set aside for the Employer.

b) Payment of service charge shall be equally divided amongst the servers who provide the service and they shall receive from the Hotel an itemized breakdown for each function worked and their service charge every two (2) weeks.



c) Payments of service charges are pooled and shall be divided amongst the Convention Services Porters by the total number of hours worked and they shall receive from the hotel an itemized breakdown for each function every two weeks.

**35.05 a) Full-time Service Charge from Food:**

All service charges as outlined in the Collective Agreement, given to all full-time employees from the Food and Coffee service shall be pooled, the number of functions added together and divided into the pooled amount. Service charges will be distributed on the basis of the number of functions that each full-time employee worked during the bi-weekly period for which the service charges were pooled. An itemized breakdown is available upon request.

**b) Regular Part-time Charge from Food**

All service charges as outlined in the Collective Agreement, given to all part-time employees from the Food service shall be pooled, the number of functions added together and divided into the pooled amount. Service charges will be distributed on the basis of the number of functions that each part-time employee worked during the bi-weekly period for which the service charges were pooled.

**35.06** The Parties recognize and agree for the need to standardize the method in the distribution of service charge to Banquet (Union) Captains and provide the following mechanism to achieve this goal. The Hotel will continue to pay, from the Management portion, the current distribution to these employees for the duration of this Agreement.

**35.07 Service Charge Beverage:**

**a)** Effective the date of ratification, it is agreed that any service performed for banquet bar (host and C.O.D.), and all other banquet beverage service that of the total amount of the service charge, seventy-five percent (75%) will be set aside for the sharing amongst the employees providing the service. Two percent of the total amount of the service charge will be set aside for the Convention Services Porters and twenty-three percent (23%) of the service charge will be set aside for the Employer.

**b) C.O.D. Bars:** (1994) The Hotel will charge fifteen percent service charge. Effective the date of ratification it is agreed that of the service charge, 75% shall be set aside for banquet bartenders serving the function

and 2% shall be set aside for the banquet Convention Services Porters and twenty-three percent (23%) of the service charge be set aside for the disposal of the Catering Manager for distribution as he/she feels best suited.

c) Bartenders and Convention Services Porters shall receive an itemized breakdown for each function worked and their service charge every two (2) weeks.

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

**35.09** 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.

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

**35.11 Employee Involvement:**

The Employer shall recognize two representatives of the Banquet to verify Service Charge in cooperation with the Employer. The Union shall advise the Employer of the names of the representatives. The Employer shall ensure that all prices and Services Charges are posted. The Employer shall recognize a representative of the Banquet Department to verify it. The Union shall advise the Employer of the name of the representative.

**35.12** An employee is entitled to one half (1/2) hour unpaid meal break following four (4) hours of work.

**35.13 Banquet Bartenders And Other Working Conditions:**

The number of full-time Banquet bartenders in the Hotel is seven (to be reduced to six through attrition) and the number of steady part-time Banquet bartenders is three.

The Hotel will follow current practice in assigning functions as follows:

Bartenders are scheduled so that hours are maximized by seniority. Full-time bartenders have more seniority than part-time bartenders.

Gratuities are pooled for each meal period, on a daily basis and are calculated on the number of hours worked by each bartender.

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

**35.15** It is further understood and agreed between the Parties that the above noted capped numbers do not constitute any guarantee that work will be available or the hotel is required to keep them at that level.

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

**35.17 Gold Plate And Trial Functions:**

(a) It is agreed that nothing so noted in any of the aforementioned language will supersede the existing practice of gold plate-special functions where Management reserves the complete right to select those service persons that will be provided.

(b) The Parties agree that the service charge paid to the employees for such noted service will be \$65.00.

(c) It is understood and agreed, where current practices provide amounts in excess of this number, the hotel will continue the present practice.

**35.18 Clean-Up For Dinner/Dance:**

a) Servers will set up functions assigned to them for service of food and after the function is over they will clean up the assigned function and leave the tablecloths on the tables.

b) Where a Server is required to perform clean-up work when there is no food service, or is required to set up or clean another function and

is not scheduled to serve that function, he/she will receive a rate of pay equal to that of the Convention Services Porters for those hours worked.

c) Bartenders will clean-up glasses after dinner is served. If extra help is required for clean-up, the Maitre d' will request before the start of this function, the number of servers needed to stay for cleaning up of the function. If the Maitre d' does not have a response to his/her request, he/she will appoint the number needed from part time servers who worked at that function. Full time servers will have a first refusal by seniority strictly on a voluntary basis.

### **35.19 Clean Up For Dinner Dance And Dinner Meeting:**

When no part-time servers are scheduled, the Banquet Manager will waive the right to schedule from the group of full-time employees serving the function and will instead, select the number of people for any clean-up work in accordance with the current equalizing practice.

### **35.20 Serving The Wine:**

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

b) It is also understood that when a bartender is requested to set up the wine service, he/she will receive a share of the staff portion of the gratuities as follows:

Servers	58%
Bartenders	40%
Convention Services Porters	2%

**35.21** A server shall not be required to perform a Cook's duty.

**35.22** All other Banquet servers hired on a part-time basis will be in accordance with the Banquet Article 35.03.

### **35.23 Wine Service Charges:**

All service charges as outlined in the Collective Agreement will be handled as follows:

**HOST WINE:** Service Charges will be pooled with the Food service charges

as detailed below.

**CASH WINE:** Service Charge shall be shown separately and not pooled with Food service charges.

**35.24 Corkage:**

When corkage is charged the gratuity will be based on the retail value of the house wine and liquor prices. Every reasonable effort will be made to charge the corkage and distribute the full amount to bargaining unit employees.

**35.25 Outside Caterers:**

In the event the Employer negotiates with an outside vendor to supply food, the Union will be advised in advance as soon as reasonably possible. Servers will be paid gratuities on the closest retail price for the item, and any premium for special services, where chargeable.

**35.26 Reduced Price Functions:**

When the Employer negotiates reduced price based functions the Servers will be paid gratuities based on the closest retail price for them. When the function is deemed a charity, gratuities will be based on the negotiated price for the function and the Union will be so advised.

**35.27 Cash and Carry Wine:**

The gratuity for cash and carry wine will be divided as follows: 75% for Servers, 23% for Bartenders and 2% for Convention Service Porters. All gratuities shall be paid on the employee's paycheck. This includes any additional gratuities paid above the standard 15% which will be distributed only between the employees who provided the service.

**ARTICLE 36 – HOUSEKEEPING DEPARTMENT**

**36.01** In the Housekeeping Department the employees and the employer shall follow these guidelines in room assignments.

The Union and the Employer understand that the room attendants are paid to work by the hour.

1. The parties agree that room attendants are expected to take breaks and meal periods.
2. In the event that a Room Attendant believes that she/he will not be able to complete the assigned number of rooms or turndowns in the time allocated, she/he shall advise her/his supervisor as soon as she/he is aware. The supervisor, once called, will assess the situation, taking into consideration that breaks should have been taken. Pending the outcome of the assessment, the supervisor may arrange either assistance in the completion of the assignments or may reduce the number of rooms assigned on that particular day. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this paragraph #2.
3. The parties agree to continue the practice that if a Room Attendant is assigned a clean room she/he must also notify their Supervisor, who will reissue the Room Attendant another room to clean.
4. Room Attendants assigned to ten (10) or more checkouts will have their room assignments reduced by one (1) credit on that particular day. Room Attendants assigned thirteen (13) or more checkouts will have their room assignments reduced by two (2) credits on that particular day.
5. Room Attendants who are assigned to clean on 3 floors or more will have their room assignments reduced by one (1) credit on that particular day.
6. Room Attendants who are assigned to clean large parlours or spa suites will be assigned two (2) room credits per large parlour or spa suite cleaned on that particular day.
7. **Cots & Cribs:** The sum of \$1.50 (\$2.00 January 1, 2008) for the combination of set up/take down of a cot by the Houseperson, and \$1.50 (\$2.00 January 1, 2008) for the Room Attendant and/or Houseperson, for the make-up of a cot will be effective date of receipt of written notice of ratification.

## **ARTICLE 37 – RETIREMENT**

**37.01** Normal retirement age for all employees will be age sixty-five (65) and employees shall retire from employment at the conclusion of the month

during which they turn 65.

**37.02** Extension of employment beyond the age of 65 will be based on the needs and requirements of the employee's department, the capabilities and work performance of the employee and at the sole discretion of the Employer. The Employer's decision in this regard will not be subject to a grievance.

**37.03** Any extensions granted will be for a one (1) year period only on such terms and conditions as determined by the company at the time of review, but further 1-year extensions may also be applied for under the same terms and conditions as set out above.

### **ARTICLE 38 – TECHNOLOGICAL CHANGE**

**38.01** Technological change shall be defined as the introduction by the employer of equipment or materials of a different nature on hand than that previously used by the Employer, in the manner, method or procedure in which the Employer carries on his/her business that is related to the introduction of that equipment or material, and as a result of which fifty (50) or more full time bargaining unit employees will risk loss of employment.

Under such circumstances the Employer will provide sixty (60) calendar days notice to the Union of such change.

Any full time employee who is terminated as a direct result of a technological change shall be eligible for retraining to equip the employee to operate the new equipment, provided the employee has the aptitude to learn to operate the new equipment. If such training is practical, it will be provided for by the Employer without cost to the employee.

In cases where training is not practical and/or where the employee has not taken advantage of the provisions of seniority to obtain another position within the hotel, the company undertakes to forward copies of all job postings for six (6) months for which the employee may have the requisite skills for the hotel or where possible, other hotels in the chain in the immediate area for which the employee may then be considered.

### **ARTICLE 39 – UNITE HERE LOCAL 75 UNION EDUCATION FUND**

**39.01** The employer agrees to contribute one (1) cent per hour from date of ratification per hour worked per employee into the UNITE HERE Local 75 Union Education Fund. (Any increase to this fund will be from the start of the pay period closest to the date of the increase).

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

Inasmuch as the union and the employer have a joint belief in providing support to upgrade existing employees, the fund will be used exclusively to ensure that employees are prepared to pursue the challenges of the day to day change in life experiences in the workplace.

**39.02** The Union will keep the Company informed on a quarterly basis of the utilization, the amount spent and the book balance of said Life Long Learning Fund.

#### **ARTICLE 40 – CULTURE FUND**

**40.01** The Employer agrees to contribute one cent (\$0.01) per hour from date of ratification per hour worked per employee into the UNITE HERE, Local 75 World Culture Fund of Toronto's Hotel Workers. (Any increase to this fund will be from the start of the pay period closest to the date of the increase).

**40.02** The Union will keep the Company informed on a quarterly basis of the utilization, the amount spent and the book balance of said Culture Fund

#### **ARTICLE 41 – COMPASSION FUND**

**41.01** The Employer agrees to deduct one cent (\$0.01) per hour from date of ratification per hour worked per employee into the UNITE HERE, Local 75 Compassion Fund/Sheraton Centre employee's account.

#### **ARTICLE 42 – CONSTRUCTION WORK**

**42.01** The Hotel agrees to use Union Contractors for any major renovations at the Hotel. The Hotel agrees to include Union Contractor(s) in addition to any Non-Union Contractors in the bidding process for any other renovation or painting of the hotel for contracts over \$5,000. Nothing herein precludes the Hotel from selecting any Contractor following the bidding process, for any reason. This provision does not apply to contractors who have been retained during the last twelve (12) months. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Article.



## **ARTICLE 43 – NEW HOTELS**

**43.01** The parties hereto acknowledge the existence of the Memorandum of Agreement between Starwood Hotels and Resorts Worldwide Inc. And UNITE HERE, Local 75 which concerns the subject of new hotels and which was negotiated with Starwood Hotels and Resorts Worldwide Inc. in partial consideration for other terms and conditions of this Agreement. The Memorandum of Agreement, attached or appended to the collective agreement is incorporated by reference into the collective agreement

## **ARTICLE 44 – TERMINATION OR MODIFICATIONS**

**44.01** This Agreement shall be in effect from February 1, 2006 and continue in effect until January 31, 2010 unless either Party gives notice in writing to the other party that amendments are required, or that the party intends to terminate the Agreement, it shall continue in effect until the January 31, 2010 and so on from year to year thereafter.

**44.02** Notice that amendments are required, or that either Party intends to terminate the Agreement, may only be given during the month of November, 2009 and in subsequent years in the said month of November.

**44.03** The Parties hereto agree to meet for the purpose of negotiations within ten (10) days after the giving of such notice. The Collective Agreement shall remain in effect until a new agreement is negotiated or until either party is in a legal strike/lockout position in accordance with the OLRA.

It is understood that during any negotiations, following upon notice of termination or notice of amendment, either Party may bring forward counter proposals arising out of, or related to the original proposals.

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

DULY EXECUTED BY THE PARTIES HERETO:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

FOR THE EMPLOYER:

FOR THE UNION:



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**LETTER OF UNDERSTANDING #1**

**BETWEEN: SHERATON CENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Rule Of 75:**

In recognition of employees who have age and service equal to or greater than seventy-five (75), the "Rule of 75" has been created to assist employees and as an aid towards retirement.

A list of employees, whose combination of age plus house seniority are equal to or greater than 75 at December 31 of each year, will be prepared by department. Based on the operational capability of the department to allow a certain number of employees to be approved and in descending order of posted classification seniority, the eligible employees may identify their desire of work their weekly schedule of less than five (5) days. Approved employees will continue to maintain their Full-time status and will not be scheduled or entitled to hours beyond those agreed.

Where arrangements cannot be made to implement the Rule of 75 in a department, discussion shall occur between the Union and the Hotel with the above goal in mind. In any event, this provision shall not constitute super seniority.

Approvals will be for a one (1) year period only. Further one-year extensions may be applied for under the same terms and conditions set out above.

It is agreed that the employee will not return to a schedule for five (5) days per week after having a reduced schedule for six (6) months or more.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

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Kim Gilliard  
Area Director of Human Resources

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Paul Clifford  
President  
UNITE HERE Local 75

## LETTER OF UNDERSTANDING #2

**BETWEEN: SHERATON CENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Clarification Of Calculations For Health And Welfare Contributed By The Employer**

1. The Employer will contribute on hours during disability and/or sickness from the beginning of sickness or disability provided that the employee is fully incapacitated and is in receipt of weekly indemnity covered by . UNITE HERE, Local 75 Health and Welfare Plan.
2. For the purpose of calculation, the present method shall be used in the following situation:

**Vacation:** Total vacation pay divided by the base hourly rate = total number of hours to use in the computation of the Employer's contribution to the "Plan".

**Parental Leave:** The Employer will, using the same number of weeks as E.I., establish the average, the weekly number of hours to use in the computation of the Employer's contribution to the "Plan".

**Non-Work Related Disability and/or sickness:** The Employer will, using the same number of weeks as E.I., establish the average, the weekly number of hours to use in the computation of the Employer's contribution to the "Plan".

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

**LETTER OF UNDERSTANDING #3**

**BETWEEN: SHERATON CENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Backbusser/Stewarding**

1. In the event that extra hours become available for the backbusser position, stewarding employees who have not yet received forty (40) hours will be given an opportunity to work the available hours by seniority.
2. The same conditions apply with respect to backbussers where stewarding hours become available
3. For the purposes of clarity, extra hours may be assigned to staff outside the department after all full time and part time staff have been scheduled.
4. This Letter of Understanding shall expire at the end of the current collective agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

**LETTER OF UNDERSTANDING #4**

**BETWEEN:        SHERATON CENTRE**

**AND:             UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE:    Engineering Department**

The following letter of agreement is without prejudice and precedent and applies to the house call function within the Engineering department of the Sheraton Centre only and has no bearing or application on other departments or other members of UNITE HERE.

The parties agree that employee's performing House call duties will be allowed to waive their rights to the timing of the fifteen (15) minute breaks as per Article 25.05. In consideration of this arrangement employees when scheduled for an eight (8) hour shift during which they must combine their two fifteen minute breaks as per Article 24.04, into one thirty (30) minute break. The timing of which is in accordance with the requirements of the Employment Standards Act.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75



**LETTER OF UNDERSTANDING #5**

**BETWEEN: SHERATONCENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Doorpersons :**

February 1, 2002

1. Management will provide eight (8) parking spots to be used by the Doorpersons for the exclusive use of providing hotel guests only, with a parking option in the motor court. These spaces shall at no time be used as reserved spaces for guests, but rather, to be used on a first come first served basis.
2. These spots will be restricted to four **(4)** spaces between the pillars bordered between the drive ways on the Richmond Street side of the motor court, and four **(4)** spaces located in the identified area backing onto York Street.
3. The area in front of Traders must be clear of vehicles at all times and used for drop off and pick up purposes only.
4. At no time will guests be solicited by any employee for any set charge for the option of parking in these spaces, determination for a gratuity will be at the discretion of each guest.

Effective date of ratification, the Sheraton Centre, Toronto Hotel and H.E.R.E. Local 75 agree to the above conditions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

**LETTER OF UNDERSTANDING #6**

**BETWEEN:       SHERATON CENTRE**

**AND:             UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE:             Room Service:**

It is understood and agreed that the following settlement applies solely to In Room Dining department of the Sheraton Centre, Toronto Hotel and has no effect whatsoever on other members of H.E.G.T. and furthermore expires at the conclusion of the current collective agreement unless mutually agreed to by the Sheraton Centre, Toronto Hotel and Local 75.

In Room Dining servers, when delivering F & B amenities to Guest rooms, will receive a delivery charge of \$2.00 per delivery.

Effective date of ratification, the Sheraton Centre, Toronto Hotel and UNITE HERE Local 75 agree to the above conditions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

## LETTER OF UNDERSTANDING #7

**BETWEEN:        SHERATONCENTRE**

**AND:             UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE:             Retirement Allowance:**

For those employees whose age and service equal 75 and who choose to retire at or after the age of 60 and before age 61 shall be entitled to a lump sum payment of \$2,000.00 for every five (5) years of service, or part thereof, to a maximum of \$10,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 61 and before age 62 shall be entitled to a lump sum payment of \$1,800.00 for every five (5) years of service, or part thereof, to a maximum of \$9,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 62 and before age 63 shall be entitled to a lump sum payment of \$1,600.00 for every five (5) years of service, or part thereof, to a maximum of \$8,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 63 and before age 64 shall be entitled to a lump sum payment of \$1,400.00 for every five (5) years of service, or part thereof, to a maximum of \$7,000.00.

For those employees whose age and service equal 75 and who choose to retire at or after the age of 64 and on or before their 65<sup>th</sup> birthday shall be entitled to a lump sum payment of \$1,000.00 for every five (5) years of service, or part thereof, to a maximum of \$5,000.00.

During the life of this collective agreement, for those employees whose age and service equal 75 and who choose to retire at the age of 65 or after shall be entitled to a lump sum payment of \$1,000.00 for every 5 years of service, or part thereof, to a maximum of \$5,000.00. For clarity, only employees whose age is 65 or greater during the term of this collective agreement shall be entitled to this latter provision. This latter provision will cease to be in

effect when the collective agreement expires on January 31, 2010.

For clarity, this Letter of Understanding applies to full time employees and regular part time banquet employees only.

Effective date of October 3, 2006, the Sheraton Centre, Toronto Hotel and UNITE HERE Local 75 agree to the above conditions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

**LETTER OF UNDERSTANDING # 8**

**BETWEEN:       SHERATONCENTRETORONTO**

**AND:             UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE:   Collective Agreement And Schedule "A":**

The parties have agreed to delete the following classifications from the Collective Agreement for administrative purposes, since no employees are currently occupying these classifications:

Engineering Department: Maintenance TV, Maintenance Helper  
Culinary Department: 3<sup>rd</sup> Assistant Cook  
Guest Services: Level 1 Agent  
Uniform Services: Night Person

It is understood that the deletion of these classifications is for administrative purposes only and that should the hotel reintroduce any of these classifications, they will be part of the bargaining unit. Their wage rate in such circumstances will reflect their wages as of August 1998, taking into consideration percentage increases since that time.

The parties agree that the existence of a job classification listed in Schedule "A" does not require that the Employer fill that job classification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

**LETTER OF UNDERSTANDING #9**

**BETWEEN: SHERATON CENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Bringing Work Back In House:**

The parties agree that during the life of the Collective Agreement they will meet to discuss work that had been previously performed by bargaining unit employees and the possibility of bringing this work back in house.

Any arrangement arising from this Letter of Understanding requires the agreement of both parties in writing.

An arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

**LETTER OF UNDERSTANDING #10**

**BETWEEN: SHERATON CENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Equal Opportunity Employment And Diversity:**

The Employer and the Union will work together to strive to reach the “Employment Equity” goals of the hotel. The Union does not expect to receive information to which it is not entitled to at law.

The Employer is committed to a comprehensive approach to a diverse workforce, practicing equal employment opportunity and engaging in affirmative efforts to create and maintain an environment that supports and encourages the contribution of all employees. We pledge to have a productive and hospitable environment with a workforce reflective of the diversity in the Toronto area. We are proud of our diversity and the benefits it brings to our hotel.

An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

**LETTER OF UNDERSTANDING #11**

**BETWEEN:        SHERATON CENTRE**

**AND:             UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE:              Workplace Dignity:**

The Union and the Employer recognize that all workers in the hospitality industry are deserving of the highest regard and as such, the parties agree that the continued success and operation of the Employer's establishment is dependent upon their mutual respect for one another's work. The Union, the Employer, the non-union and union employees will work together to honour the principles of respect and dignity. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75



**LETTER 'OF UNDERSTANDING #12**

**BETWEEN:       SHERATON CENTRE**

**AND:             UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Fair Labour Standards, Products And Materials:**

The Employer undertakes to consider using services, products and other materials necessary to the proper functioning of the hotel, which are manufactured, provided or produced under fair labour conditions. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

## LETTER OF UNDERSTANDING #13

**BETWEEN: SHERATON CENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Culinary:**

1. The Sheraton Centre will agree to separate classifications for First Cook and Second Cook.
2. The Hotel will endeavour to assign employees to job duties and tasks consistent with their past experience and past practice, subject to the needs of the operation which will be determined in the sole discretion of the Hotel.
3. The Sheraton Centre shall maintain a separate classification for Buffet Person, which will be included in the Culinary Department.
4. The Sheraton Centre will agree to grandfather those individuals who were employed in the Cafeteria and Traders. All other employees and any new hires will have global seniority in the Culinary Department. Global seniority in the Culinary Department is understood to mean classification seniority without outlet seniority.
5. The parties agree that the attainment of skills through lateral cross training is beneficial to both the Hotel and Employees.
6. The Sheraton Centre will offer overtime hours within each classification by global seniority, regardless of grandfathered outlet seniority.
7. Culinary department employees shall be afforded the opportunity to apply at any new hotels owned or operated by Starwood.
8. Notwithstanding Article 19.04, in the Culinary Department, 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) shift 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.

9. In the event of a downturn in the Employer's business, the Employer shall ask for volunteers for voluntary layoff in advance of complying with the collective agreement. The approval of those individuals requesting voluntary layoff shall be subject to the needs of the operation which will be determined in the sole discretion of the Hotel.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

## **LETTER OF UNDERSTANDING #14**

**BETWEEN: SHERATON CENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Stewarding:**

1. Employees previously classified as Back Bussers who worked in Traders will comprise a separate Traders Back Busser seniority list.
2. Employees classified as Garbage/Pots and Steward Helpers will be required to fulfill all the job duties and tasks of their respective classifications.
3. The Hotel will ensure that employees will be provided with the appropriate training in order to fulfill all the job duties and tasks of their respective classifications.
4. The Hotel will endeavour to assign employees to job duties and tasks consistent with their past experience and past practice, subject to the needs of the operation which will be determined in the sole discretion of the Hotel.
5. The Hotel will endeavour not to schedule shifts in the Stewarding Department that end between 1:30am and 5am. This is subject to the needs of the operation which will be determined in the sole discretion of the Hotel. In cases where the need arises to schedule shifts that end or begin between 1:30am and 5:00am, the Company may assist with arranging for transportation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

**LETTER OF UNDERSTANDING #15**

**BETWEEN: SHERATONCENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Brand Standards:**

The Sheraton Centre has a commitment to quality and customer service. This means that the parties to this contract, as well as the managers and other employees working at the hotel are committed to providing a high level of guest experience in terms of service and a total quality experience. The Union recognizes that cooperation to maximize the guest experience can be beneficial to both the employee and the hotel and will be effectuated through training, including training on brand standards. An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

## LETTER OF UNDERSTANDING #16

**BETWEEN: SHERATONCENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Partnership On Training And Job Opportunities:**

WHEREAS the Company and the Union agree that high quality worker training and skills upgrading leads to high standards of service excellence;

AND WHEREAS the Company has an interest in the recruitment and retention of skilled workers in its current and future properties;

AND WHEREAS training and skills development provide greater and more equitable access to jobs and promotional opportunities, particularly among new Canadians;

AND WHEREAS training is based on a mutually respectful training partnership between the Company and the Union;

AND WHEREAS the parties agree that the Company shall not be required to make any financial commitment with regard to this proposal. Should the Employer contribute to the UNITE HERE Local 75 Equal Opportunity Training Fund, the parties agree that the monies so contributed shall be dispersed by consensus decision of a committee which shall include Janet Dassinger or substitute, Kim Gilliard or substitute, and one union appointed bargaining unit member.

THEREFORE, BE IT RESOLVED that the Union and the Company agree to jointly address a wide range of employment issues including recruitment, retention, job training and job placement including but not limited to the following examples of training:

- The employer will work with the Union to provide English as a Second Language (ESL) and literacy classes to employees at the worksite, either directly, or in partnership with not-for-profit ESL providers.

2. Vocational skills training programs in housekeeping, food and beverage, maintenance and other departments for both promotion within and between these departments.
3. Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.
4. Programs to evaluate and properly recognize prior learning and/or foreign credentials.
5. A commitment to involving workers in the planning and delivery of training, including on-going opportunities for peer-based training needs analyses, training plan development and where appropriate, delivery of training programs.
6. Any other program as agreed upon by both parties.

The Union recognizes that the Company expects employees to share its commitment to quality and customer service. This shared commitment is necessary for the Hotel to effectively deliver enhanced training and guest service. The Union further recognizes that training on Starwood's brand standards is exclusively the function and responsibility of the employer.

An Arbitrator shall have no jurisdiction to entertain any grievance arising out of the provisions of this Letter of Understanding.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75



## LETTER OF UNDERSTANDING #17

**BETWEEN: SHERATON CENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: Extra Hours:**

(a) If a Manager becomes aware that extra hours (which may include overtime hours) are required due to unforeseen circumstances at least four hours prior to its requirement and that it will provide a person with four or more hours of work, the Manager may first call and offer a part-time or full-time employee within the classification so long as she has not maximized her hours for that week. Should an insufficient number of part-time or full-time employees accept these extra hours, management will offer the extra hours in descending order of classification seniority.

If there are still an insufficient number of employees in the classification who accept extra hours, then employees working the current schedule, who were not previously asked, shall be asked, in order of descending seniority in accordance with Article 23.

Should an insufficient number of employees working in the classification, not agree to accept the extra hours assignment, Management may assign the hours to employees in accordance with Articles 19.04 and 19.05

(b) In the event of a requirement for less than four hours of extra work, the employer may first consider full-time and/or part-time employees in the classification to do the work, so long as she has not maximized for the week. (If there is not a sufficient number of employees in the classification to cover for break periods, the Manager may assign individuals in other classifications in the department to cover for break periods.)

The employer will next offer the work to employees working the current schedule in the classification in descending order of seniority in accordance with Article 23.

If there are an insufficient number of employees working the current shift who do not agree to accept the extra hours assignment, then the work may be assigned in accordance with Articles 19.04 and 19.05.

(c) In cases of scheduled absences, such as vacations and leaves of absence, the employer may use the provisions of Articles 19.04 and 19.05 to temporarily transfer employees to fill the vacancy only after employees have been provided an opportunity to maximize hours within the classification.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President  
UNITE HERE Local 75

**LETTER OF UNDERSTANDING #18**

**BETWEEN: SHERATON CENTRE**

**AND: UNITE HERE ONTARIO COUNCIL, LOCAL 75**

**RE: UNITE HERE, Local 75 Equal Opportunity Training Fund:**

The Employer agrees, that commencing February 1, 2009, to contribute one (1) cent per hour worked per employee covered by the bargaining unit into the UNITE HERE Local 75, Equal Opportunity Training Fund.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007 at Toronto

For the Hotel:

For the Union:

\_\_\_\_\_  
Kim Gilliard  
Area Director of Human Resources

\_\_\_\_\_  
Paul Clifford  
President

## **MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**STARWOOD HOTELS AND RESORTS WORLDWIDE INC.**

*(hereinafter referred to as "Starwood")*

*- and -*

**UNITE HERE ONTARIO COUNCIL, LOCAL 75**

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

1. This Memorandum of Agreement shall apply to any hotel in the City of Toronto or within the Toronto Pearson Airport market which during the term of this Agreement, is newly constructed by Starwood, newly owned by Starwood, or newly managed by Starwood and has either the Sheraton, Westin, W, St. Regis, or Le Meridien brand name (each an "Employer"). Any hotels owned or operated by Starwood on the effective date of the Agreement, or by any successor or assign of Starwood as of the execution date of a definitive agreement to purchase and sell the Sheraton Centre Hotel or any current or future hotels owned by such successor or assign that are not operated by Starwood, are excluded from the provisions of this Memorandum. In the event that during the term of this Agreement prior to recognition of the Union, Starwood sells, transfers, or assigns all or any part of its right, title, or interest in any Employer or substantially all of the assets used in such operation, Starwood shall give the Union reasonable advance notice thereof in writing, and Starwood further agrees that as a condition to any such sale, assignment, or transfer, it will obtain from its successor or successors in interest a written assumption of this Memorandum of Agreement with respect to only that Employer and not any other hotels owned or operated then or later by the successor or successors and furnish a copy thereof to the Union, in which event Starwood shall be relieved of its obligations hereunder with respect to that Employer to the extent that Starwood has fully transferred its right, title, or interest. This Memorandum of Agreement shall not apply to any Employer that is sold by Starwood after the Union has been voluntarily recognized. Any hotels which are operated under a franchise licence agreement with Starwood now or in the future and any exclusive time share properties, condominiums and residential housing shall be specifically excluded from the provisions of this Memorandum. For clarity, if a mixed use (ie. Hotel and time share property) employs persons doing work normally

performed by bargaining unit employees, those employees shall be covered by this Memorandum.

2. Where the union establishes majority support as provided in paragraph 9 of this Memorandum of Agreement, an Employer shall recognize the Union as the exclusive bargaining agent of all employees employed in the classifications covered by the collective agreement ("Agreement") of which this is a part, or in classifications called by different names when performing similar duties ("Employees").

3. The parties hereby establish the following procedure to ensure an orderly environment for the exercise by the employees at an Employer of their rights under Section 5 of the Ontario Labour Relations Act and to avoid picketing and/or other economic action directed at an Employer in the event the Union decides to conduct an organizing campaign among Employees there.

4. The parties mutually recognize that the Ontario Labour Relations Act guarantees employees the right to form or select any trade union to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

5. An Employer will take a neutral approach to unionization of Employees of an Hotel. An Employer will not take any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such Employees of a bargaining agent, or preference for or opposition to any particular union as a bargaining agent

6. The Union and its representatives will abide by the provisions of the Ontario Labour Relations Act in its attempted unionization of these Employees.

7. If the Union provides written notice to the Employer of its intent to organize Employees at an Employer, the Employer shall provide access to the premises of the Employer and to such Employees by the Union. The Union may engage in organizing efforts in non-public areas of the Employer during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon. In no event shall the Union engage in any conduct which interferes with and/or disrupts the performance of work or the rendition of services to guests and/or customers.

8. Within ten (10) days following receipt of written notice of intent to organize Employees at an Employer, the Employer will furnish the Union with a complete list of such Employees, including both full and part-time Employees, showing their job classifications and departments. Within two (2) weeks thereafter, at the request of the Union, the Employer will furnish a second list of such Employees to the Union, including the addresses and telephone numbers of all Employees who have not objected in writing to the provision of their addresses or telephone numbers. The Employer will not encourage Employees to object to the provision of their addresses to the Union. Thereafter, the Employer will provide updated complete *lists monthly*.

9. The Union may request recognition as the exclusive bargaining agent for such Employees. Steve Raymond, or another person mutually acceptable to the Employer and the Union, will conduct a review of membership cards submitted by the Union in support of its claim to represent a majority of such Employees. If that review establishes that the Union has obtained membership cards from a majority of such Employees, the Employer will immediately recognize the Union as the exclusive bargaining agent of such Employees. Neither the Union nor the Employer shall file any charges with the Ontario Labour Relations Board in connection with any act or omission occurring within the context of this agreement; arbitration under Paragraph 12 of this Memorandum shall be the exclusive remedy.

10. Upon voluntary recognition of the Union, the Employer and the Union shall negotiate in good faith for a collective agreement covering the Employees represented by the Union. The parties agree that each Employer shall be covered by a separate collective agreement and the Union agrees not to bring a related employer application under s.1 (4) of the Ontario Labour Relations Act in respect to the collective agreements covering these Hotels.

11. The Union will not engage in picketing or other adverse economic activity at an Employer covered by this Memorandum, and the Employer will not engage in a lockout of the Employees. This paragraph will expire with respect to any group of Employees upon voluntary recognition of the Union, as the representative of such Employees pursuant to paragraph 9; provided, however, if the Employer voluntarily recognizes any union besides the Union as the exclusive bargaining agent of Employees, or any of them, this paragraph shall terminate immediately and without notice;

12. The parties agree that any disputes over the interpretation or application of this agreement shall be submitted to binding arbitration pursuant to the provisions of the Agreement.

SCHEDULE "A" - CLASSIFICATION, DEPARTMENT AND WAGES								
2006		Feb 1/06	Feb 1/06	Aug 1/06	Aug 1/06	Date of	Oct. 3/06	Oct 3/06
	Previous	1.5%	Starter	1.5%	Starter	Ratification		Starter
	Rate		Rate		Rate	Adjustment		Rate
			80%		80%	Oct. 3/06		80%
<b>HOUSEKEEPING</b>								
Houseperson	14.92	15.14	12.12	15.37	12.30	0.08	15.45	12.36
Room Attendant	14.92	15.14	12.12	15.37	12.30	0.08	15.45	12.36
Lobby Porter	14.92	15.14	12.12	15.37	12.30	0.08	15.45	12.36
Seamsperson	14.92	15.14	12.12	15.37	12.30	0.08	15.45	12.36
Uniform Attendant	14.92	15.14	12.12	15.37	12.30	0.08	15.45	12.36
<b>UNIFORM SERVICES</b>								
Bell Captain *	10.20	10.35	8.28	10.51	8.41			
Bellperson *	9.30	9.44	7.55	9.58	7.66			
Doorpersion *	9.81	9.96	7.97	10.11	8.09			
Package Person	9.85	10.00	8.00	10.15	8.12			
<b>ENGINEERING</b>								
<b>Trades A</b>	17.60	17.86	14.29	18.13	14.51			
Electrician								
Mechanic (Refrigeration, HVAC, Kitchen, Pool, Plumber)								
<b>Trades B</b>	17.60	17.86	14.29	18.13	14.51			
Facilities Maintenance								
Carpenter								
Locksmith								
Painter								
General Maintenance (House Calls and Everything in Working Order)	17.60	17.86	14.29	18.13	14.51			
Yardperson	17.60	17.86	14.29	18.13	14.51			



2006		Feb 1/06	Feb 1/06	Aug 1/06	Aug 1/06	Date of	Oct. 3/06	Oct 3/06
	Previous	1.5%	Starter	1.5%	Starter	Ratification		Starter
	Rate		Rate		Rate	Adjustment		Rate
			80%		80%	Oct. 3/06		80%
<b>CULINARY</b>								
Station Chef	19.65	19.94	15.96	20.24	16.20			
1st Cook	17.90	18.17	14.53	18.44	14.75			
2nd Cook	16.65	16.90	13.52	17.15	13.72			
1st Year Apprentice	12.58	12.77	10.21	12.96	10.37			
2nd Year Apprentice	14.35	14.57	11.65	14.78	11.83			
3rd Year Apprentice	16.10	16.34	13.07	16.59	13.27			
Kitchen Helper	14.75	14.97	11.98	15.20	12.16	0.25	15.45	12.36
Buffet Person	14.75	14.97	11.98	15.20	12.16	0.25	15.45	12.36
F&B Storesperson	14.75	14.97	11.98	15.20	12.16	0.25	15.45	12.36
<b>STEWARDING</b>								
Garbage Pots	14.92	15.14	12.12	15.37	12.30	0.08	15.45	12.36
Stewards Helper	14.92	15.14	12.12	15.37	12.30	0.08	15.45	12.36
<b>FOOD and BEVERAGE OUTLETS</b>								
Hostperson	13.35	13.55	10.84	13.75	11.00	1.70	15.45	12.36
Coffee Bar Hostperson	14.75	14.97	11.98	15.20	12.16	0.25	15.45	12.36
Bus Help	11.48	11.65	9.32	11.83	9.46			
Back Busser	14.92	15.14	12.12	15.37	12.30	0.08	15.45	12.36
Captain *	10.85	11.01	8.81	11.18	8.94			
Server *	9.28	9.42	7.54	9.56	7.65			
Food and Beverage Cashier	14.75	14.97	11.98	15.20	12.16	0.25	15.45	12.36
Room Service Order Taker	14.95	15.17	12.14	15.40	12.32	0.05	15.45	12.36
<b>CLUB LEVEL</b>								
Club Level Attendant	14.08	14.29	11.43	14.51	11.60	0.94	15.45	12.36

2006		Feb 1/06	Feb 1/06	Aug 1/06	Aug 1/06	Date of	Oct. 3/06	Oct 3/06
	Previous	1.5%	Starter	1.5%	Starter	Ratification		Starter
	Rate		Rate		Rate	Adjustment		Rate
			80%		80%	Oct. 3/06		80%
<b>MINI-BAR</b>								
Mini Bar Attendant	14.75	14.97	11.98	15.20	12.16	0.25	15.45	12.36
<b>POOL</b>								
Lifeguard	14.75	14.97	11.98	15.20	12.16	0.25	15.45	12.36
<b>BEVERAGE</b>								
Stool Bartender *	13.43	13.63	10.91	13.84	11.07			
Combined Bartender *	14.32	14.53	11.63	14.75	11.80			
Service Bartender *	15.49	15.72	12.58	15.96	12.77			
Beverage Porter	14.08	14.29	11.43	14.51	11.60	0.94	15.45	12.36
<b>CAFETERIA</b>								
Cook	16.65	16.90	13.52	17.15	13.72			
Attendant	14.61	14.83	11.86	15.05	12.04	0.40	15.45	12.36
<b>LAUNDRY/VALET</b>								
Washer / Extractor	14.94	15.16	12.13	15.39	12.31	0.06	15.45	12.36
Utility	14.92	15.14	12.12	15.37	12.30	0.08	15.45	12.36
Laundry Runner	14.92	15.14	12.12	15.37	12.30	0.08	15.45	12.36
<b>GUEST SERVICES</b>								
Guest Services Agent	16.65	16.90	13.52	17.15	13.72			
Guest Services Base Agent	17.91	18.18	14.54	18.45	14.76			
<b>PARKING</b>								
Valet	12.99	13.18	10.55	13.38	10.71			
Cashier	14.75	14.97	11.98	15.20	12.16	0.25	15.45	12.36
<b>BANQUET DEPARTMENT</b>								
Captain*	10.96	11.12	8.90	11.29	9.03			
Server'	9.28	9.42	7.54	9.56	7.65			
Banquet Bartender*	14.56	14.78	11.82	15.00	12.00			

<b>2006</b>		<b>Feb 1/06</b>	<b>Feb 1/06</b>	<b>Aug 1/06</b>	<b>Aug 1/06</b>	<b>Date of</b>	<b>Oct. 3/06</b>	<b>Oct 3/06</b>
	Previous	1.5%	Starter	1.5%	Starter	<b>Ratification</b>		Starter
	Rate		Rate		Rate	<b>Adjustment</b>		Rate
			80%		80%	<b>Oct. 3/06</b>		80%
<b>Banquet Dept. (Cont'd)</b>								
Convention Services Porter	14.75	14.97	11.98	15.20	12.16	0.25	15.45	12.36
Banquet Cashier	14.75	14.97	11.98	15.20	12.16	0.25	15.45	12.36
* Gratuity Position								
** Night Shift Premium - All employees who are scheduled to work the night shift commencing midnight) shall be paid a premium of \$0.50 per hour								



2007-2008	Feb 1/07	Feb 1/07	Aug 1/07	Aug 1/07	Feb 1/08	Feb 1/08	Aug 1/08	Aug 1/08
	1.5%	Starter	1.5%	Starter	1.5%	Starter	1.5%	Starter
		Rate		Rate		Rate		Rate
		80%		80%		80%		80%
<b>CULINARY</b>								
Station Chef	20.55	16.44	20.86	16.68	21.17	16.93	21.49	17.19
1st Cook	18.72	14.97	19.00	15.20	19.28	15.43	19.57	15.66
2nd Cook	17.41	13.93	17.67	14.14	17.94	14.35	18.21	
1st Year Apprentice	13.15	10.52	13.35	10.68	13.55	10.84	13.76	11.00
2nd Year Apprentice	15.01	12.00	15.23	12.18	15.46	12.37	15.69	12.55
3rd Year Apprentice	16.84	13.47	17.09	13.67	17.34	13.88	17.60	14.00
Kitchen Helper	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.11
Buffet Person	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.11
E&B Storesperson	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.11
<b>STEWARDING</b>								
Garbage Pots	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.11
Stewards Helper	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.11
<b>FOOD and BEVERAGE OUTLETS</b>								
Hostperson	15.68		15.92	12.73	16.16	12.92	16.40	13.11
Coffee Bar Hostperson	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.11
Bus Help	12.00	<del>12.55</del>	12.18	9.75				
Back Busser	15.68	12.55	15.92	12.73	<del>16.36</del>	<del>12.92</del>	12.55	10.00
Captain *	11.35	9.08	11.52	9.21	11.69	9.35	<del>16.80</del>	<del>13.49</del>
Server *	9.70	8.00	9.85	8.00	10.00	8.00	10.15	8.12
Food and Beverage Cashier	15.68	<del>12.55</del>	15.92	12.73	16.16	12.92	16.40	13.11
Room Service Order Taker	15.68	12.55	15.92	12.73	16.16	12.92		
<b>CLUB LEVEL</b>								
Club Level Attendant	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.11

2007-2008	Feb 1/07	Feb 1/07	Aug 1/07	Aug 1/07	Feb 1/08	Feb 1/08	Aug 1/08	Aug 1/01
	1.5%	Starter	1.5%	Starter	1.5%	Starter	1.5%	Starter
		Rate		Rate		Rate		Rate
		80%		80%		80%		80%
<b>MINI-BAR</b>								
Mini Bar Attendant	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.12
<b>POOL</b>								
Lifeguard	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.12
<b>BEVERAGE</b>								
Stool Bartender *	14.04	11.23	14.25	11.40	14.47	11.57	14.68	11.75
Combined Bartender *	14.97	11.98	15.20	12.16	15.43	12.34	15.66	12.53
Service Bartender *	16.20	12.96	16.44	13.15	16.69	13.35	16.94	13.55
Beverage Porter	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.12
<b>CAFETERIA</b>								
Cook	17.41	13.93	17.67	14.14	17.94	14.35	18.21	14.56
Attendant	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.12
<b>LAUNDRYNALET</b>								
Washer / Extractor	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.12
Utility	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.12
Laundry Runner	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.12
<b>GUEST SERVICES</b>								
Guest Services Agent	17.41	13.93	17.67	14.14	17.94	14.35	18.21	14.56
Guest Services Base Agent	18.73	14.98	19.01	15.21	19.29	15.44	19.58	15.67
<b>PARKING</b>								
	13.58	10.87	13.79	11.03	13.99	11.20	14.20	11.36
Validator	15.68	12.55	15.92	12.73	16.16	12.92	16.40	13.12
<b>BANQUET DEPARTMENT</b>								
Captain*	11.46	9.17	11.63	9.31	11.81	9.45	11.98	9.59
Server*	9.70	7.76	9.85	7.88	10.00	8.00	10.15	8.12
Banquet Bartender*	15.23	12.18	15.45	12.36	15.69	12.55	15.92	12.74



	Feb 1/09	Feb 1/09	Aug 1/09	Aug 1/09
	1.5%	Starter	2.0%	Starter
		Rate		Rate
		80%		80%
<b>HOUSEKEEPING</b>				
Houseperson	16.64	13.32	16.98	13.58
Room Attendant	16.64	13.32	16.98	13.58
Lobby Porter	16.64	13.32	16.98	13.58
Seamsperson	16.64	13.32	16.98	13.58
Uniform Attendant	16.64	13.32	16.98	13.58
<b>UNIFORM SERVICES</b>				
Bell Captain *	11.32	9.06	11.55	9.24
Bellperson *	10.32	8.26	10.53	8.42
Doorperson *	10.89	8.71	11.15	<b>8.98</b>
Package Person	10.93	8.75		
<b>ENGINEERING</b>				
<b>Trades A</b>	19.53	15.63	19.92	15.94
Electrician				
Mechanic (Refrigeration, HVAC, Kitchen, Pool, Plumber)				
<b>Trades B</b>	19.53	15.63	19.92	15.94
Facilities Maintenance				
Carpenter				
Locksmith				
Painter				
General Maintenance (House Calls and Everything in Working Order)	19.53	15.63	19.92	15.94
Yardperson	19.53	15.63	19.92	15.94



2009	Feb 1/09	Feb 1/09	Aug 1/09	Aug 1/09
	1.5%	Starter	2.0%	Starter
		Rate		Rate
		80%		80%
Station Chef	21.81	17.45	22.24	17.80
1st Cook	19.87	15.89	20.26	16.21
2nd Cook	18.48	14.78	18.85	15.08
1st Year Apprentice	13.96	11.17	14.24	11.39
2nd Year Apprentice	15.93	12.74	16.24	13.00
3rd Year Apprentice	17.87	14.29	18.23	14.58
Kitchen Helper	16.64	13.32	16.98	13.58
Buffet Person	16.64	13.32	16.98	13.58
F&B Storesperson	16.64	13.32	16.98	13.58
<b>STEWADING</b>				
Garbage Pots	16.64	13.32	16.98	13.58
Stewards Helper	16.64	13.32	16.98	13.58
<b>FOOD and BEVERAGE OUTLETS</b>				
Hostperson	16.64	13.32	16.98	13.58
Coffee Bar Hostperson	16.64	13.32	16.98	13.58
Bus Help	12.74	10.19	13.00	10.40
Back Busser	16.64	13.32	16.98	13.58
Captain *	12.04	9.63	12.28	9.83
Server *	10.30	8.24	10.51	8.40
Food and Beverage Cashier	16.64	13.32	16.98	13.58
Room Service Order Taker	16.64	13.32	16.98	13.58
<b>CLUB LEVEL</b>				
Club Level Attendant	16.64	13.32	16.98	13.58

2009	Feb 1/09	Feb 1/09	Aug 1/09	Aug 1/09
	1.5%	Starter	2.0%	Starter
		Rate		Rate
		80%		80%
<b>MINI-BAR</b>				
Mini Bar Attendant	16.64	13.32	16.98	13.58
<b>POOL</b>				
Lifeguard	16.64	13.32	16.98	13.58
<b>BEVERAGE</b>				
Stool Bartender *	14.91	11.92	15.20	12.16
Combined Bartender *	15.89	12.71	16.21	12.97
Service Bartender *	17.19	13.75	17.54	14.03
Beverage Porter	16.64	13.32	16.98	13.58
<b>CAFETERIA</b>				
Cook	18.48	14.78	18.85	15.08
Attendant	16.64	13.32	16.98	13.58
<b>LAUNDRY/VALET</b>				
Washer / Extractor	16.64	13.32		13.58
Utility	16.64	13.32		13.58
Laundry Runner	16.64	13.32	16.98	13.58
<b>GUEST SERVICES</b>				
Guest Services Agent	18.48	14.78	18.85	15.08
Guest Services Base Agent	19.88	15.90	20.27	16.22
<b>PARKING</b>				
Valet	14.42	11.53	14.71	11.76
Cashier	16.64	13.32	16.98	13.58
<b>BANQUET DEPARTMENT</b>				
Captain*	12.16	9.73	12.41	9.93
Server*	10.30	8.24	10.51	8.40
Banquet Bartender*	16.16	12.93	16.48	13.19

2009	Feb 1/09	Feb 1/09	Aug 1/09	Aug 1/09
	1.5%	Starter	2.0%	Starter
		Rate		Rate
		80%		80%
<b>Banquet Dept. (Cont'd)</b>				
Convention Services Porter	16.64	13.32	16.98	13.58
Banquet Cashier	16.64	13.32	16.98	13.58
* Gratuity Position				
** Night Shift Premium - All employees who are scheduled to work the night shift commencing midnight) shall be paid a premium of \$0.50 per hour				