

COLLECTIVE AGREEMENT

between:

HOST CANADA LTD.
(hereinafter called the 'Company')

-and-

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 1000A**

(hereinafter called the "Union")
70 Creditview Road
Woodbridge, Ontario L4L 9N4
(905) 850-0096

**Terms of Agreement:
December 11, 2004 to December 12, 2007**

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COLLECTIVE AGREEMENT

BETWEEN:

HOST CANADA LTD.
(hereinafter called the "Company")

-and-

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION,
LOCAL 1000A**
(hereinafter called the "Union")

WITNESSETH and it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

1.01 (a) **Full-time Bargaining Unit**

The Company recognizes the Union as the exclusive bargaining agent of all employees employed at Lester B. Pearson International Airport, Malton, Ontario in its restaurants and retail stores, save and except Maitre D's, Executive Chefs, Supervisors, those above the rank of Maitre D', Executive Chef and Supervisor, Office and Clerical Staff, Distribution Manager, persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period.

(b) **Part-time Bargaining Unit**

The Company recognizes the Union as the exclusive bargaining agent of all employees employed at Lester B. Pearson International Airport, Malton, Ontario, in its restaurants and retail stores, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except Maitre D's, Executive Chefs, Supervisors, those above the rank of Maitre D', Executive Chef and Supervisor, Office and Clerical Staff and Distribution Manager. The terms and conditions of the Collective Agreement as it pertains to employees in this bargaining unit shall be those specifically set forth in Appendix "C" hereto.

1.02 The term "employee" and "employees" whenever herein used shall mean only those employees coming within the bargaining unit as described above.

- 1.03 The Company has agreed that although persons outside the bargaining unit, from time to time, do bargaining unit work, there will be no extension of the current practice and further agrees that it will not be done to the extent it would cause anyone to be laid-off.

ARTICLE 2 - MANAGEMENT FUNCTION

- 2.01 The Union acknowledges that it is the exclusive function of the Company to manage the enterprise in which it is engaged.
- 2.02 Without in any way restricting the generality of the forgoing, the Union further acknowledges that, subject to the terms of this Agreement, it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, retire at age 65, lay-off and recall, classify, direct, transfer, promote, demote or otherwise discipline or discharge employees provided that a claim by an employee who has completed the probationary period, that he/she has been disciplined or discharged without just cause or otherwise dealt with contrary to the provisions of this Agreement, may be made the subject of a grievance in the manner and to the extent as provided herein;
 - (c) to maintain and enforce reasonable rules and regulations to be observed by employees.

ARTICLE 3 - NO STRIKE OR LOCKOUT

- 3.01 There shall be no strike or lockout as defined in the Labour Relations Act during the term of this Agreement.

ARTICLE 4 - RELATIONSHIP

- 4.01 (a) The Company agrees that all employees within the bargaining unit will become and remain, as a condition of employment, members of the Union during the lifetime of this Agreement.
- (b) The Company shall require new employees to make application for membership in the Union, upon commencement of employment the Company shall collect membership initiation fees, as may be established by the Union and forward the application form and such fees to the Union with the regular monthly dues remittance.

- (c) The Company agrees to deduct regular monthly Union dues, as certified by the Union to be currently in effect according to the Constitution and By-laws of the Union from the wages of each employee on each pay day of each calendar month and to remit the amount so deducted to the Local Union Secretary-Treasurer, no later than the 15th of the following month. The Company further agrees to record the annual Union dues deduction for each employee on his T-4 Form.
 - (d) The Company agrees to forward to the Union office on a monthly basis a complete alphabetical listing of all employees, including their home address, starting date, terminal location, department and Social Insurance Number, separated in full-time and part-time.
- 4.02 The Company agrees to recognize three (3) stewards so designated by the Union in each terminal, provided they have completed six (6) months of employment with the Company. They shall be granted time off with pay, as may be reasonably necessary to service any grievance or potential grievance, in accordance with the provisions of the Grievance Procedures, as set out herein. No Steward shall leave his work to investigate or process any grievance without first obtaining consent of his Supervisor and such consent will not be unreasonably withheld.
- 4.03 The Union will notify the Company in writing of the name of its Stewards.
- 4.04 The Company agrees to recognize a Committee comprised of representatives of the employees for the purpose of negotiating the renewal of this Agreement upon its expiry. The Company will afford committee representatives, the necessary time off from their regular duties to attend meetings with the Company for this purpose. It is understood that in consideration of time off being granted, the Company will be provided with adequate notice , as to Committee meetings, the time required and that such employees can be spared from their regular duties without undue disruption of the efficient operation of the Company's business.
- 4.05 (a) Authorized representatives of the Union will be permitted to enter premises of the Company provided consent of the Operations Manager or his/her designate has been obtained and such consent will not be unreasonably withheld.
- (b) The Union agrees that the visits of its representatives shall not impair or hinder production and services and that the visits will be limited to the proper discharge of Union business, such as ensuring that the terms of the Agreement are being observed and not used for the purpose of soliciting membership.

- 4.06 The Union will not nor will any employee, engage in Union activities, other than those set out in this Agreement, during working hours or hold meetings, at any time, on the premises of the Company, without the permission of the Operations Manager or his/her designate and such permission will not be unreasonably withheld.
- 4.07 The Union shall have the use of a locked cabinet for bulletins in the Company's premises for the purpose of posting notices, relating to the Union's legitimate business. Such notices, must be approved by the Operations Manager or his/her designate, prior to their being posted and such approval will not be unreasonably withheld.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted, as quickly as possible and it is generally understood that an employee has no grievance until he/she has first given to his/her Supervisor or designate, an opportunity of adjusting his/her complaint.
- 5.02 If an employee, who believes that he/she has been unjustly dealt with, has a complaint or questions involving the interpretation, administration or alleged violation of the Collective Agreement which he/she wishes to discuss with the Company, he/she shall take the matter up with his/her Supervisor or his/her designate within three (3) working days from the date of the alleged occurrence was known or ought reasonably to have been known to have caused the reason for the complaint.
- 5.03 If the employee still believes that he/she has been unjustly dealt with and his/her complaint or question is not answered to his/her satisfaction, the employee concerned, within five (5) working days after receiving the verbal reply of the employee's Supervisor or designate, then the following steps of the Grievance Procedure may be invoked in order:

STEP NO. 1

The employee shall outline the grievance in writing indicating the nature of the grievance and the adjustment sought. Such document must be submitted to the employee's Supervisor within a period of five (5) working days for the time the verbal reply to the complaint was received, as indicated in 5.03 above. After such discussion with the employee, the Union representative and employee's Supervisor as is necessary, the employee's Supervisor shall state in writing within five (5) working days, his decision. If the grievance is not settled within five (5) working days following the written reply of the employee's Supervisor, then the grievance shall be taken up as follows:

STEP NO. 2

Within five (5) working days after the receipt of the written reply of the employee's Supervisor given at Step No. 1, the Union will request a meeting in writing with the Human Resources Manager. Such meeting which will include the grievor, the Steward and a full-time representative of the Union will be held within ten (10) working days after receipt by the Company of the Union's letter. The Human Resources Manager shall render the written decision within five (5) working days following the meeting. Failing satisfactory settlement in the Step, then at the request of either party, in writing, the grievance may be referred to arbitration.

- 5.04 The time limits as prescribed in Article 5-Grievance Procedure, Article 6-Discipline and Discharge Cases and Article 7-Arbitration, may be extended by mutual agreement of the parties in writing and such agreement will not be unreasonably withheld. In determining time limits, Saturdays, Sundays and recognized Statutory Holidays shall be excluded.
- 5.05 It is agreed that a grievance of policy, arising directly between the Company and the Union, is to originate within ten (10) working days of the occurrence of the event giving rise to the grievance by notifying the party grieved against in writing. Such notice shall describe the exact nature of the complaint and the relief sought. A policy grievance shall be received at Step No. 2 of the Grievance Procedure.

ARTICLE 6 - DISCIPLINE AND DISCHARGE CASES

- 6.01 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 employee's Supervisor within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the Grievance Procedure, prior to Step No. 2, will be omitted in such cases. Such special grievances may be settled by confirming the management's action in dismissing the permanent employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 6.02 When an employee has been dismissed without notice, they shall have the right to meet with their Steward for a reasonable period of time before leaving the premises.

- 6.03 A copy of any written disciplinary action issued to an employee shall be given to the employee and a copy sent to the Union office within fourteen (14) calendar days. Failure to provide such copy to the Union shall not invalidate the disciplinary action.
- 6.04 At any disciplinary meeting held by the Company, the employee to be interviewed shall be offered to have his/her steward present. The steward will leave the meeting if requested to do so by the employee.
- 6.05 Disciplinary warnings and/or reprimands which predate disciplinary action by more than 24 months, shall not be brought forward in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.

ARTICLE 7 - ARBITRATION

- 7.01 When either party requests that an unresolved grievance be submitted to arbitration, they shall, within ten (10) working days following the disposition of the grievance in Step No. 2 foregoing, make such a request in writing addressed to the other party to this Agreement and at the same time, provide the name of a nominee to the Arbitration Board. The other party shall within one (1) week of its receipt of the notice, nominate its member to the Board of Arbitration and so advise the other party.
- 7.02 The two (2) appointees shall within a further one (1) week endeavour to agree upon a Chairman but failing to do so within that time, they shall jointly request the Minister of Labour to appoint such Chairman.
- 7.03 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 7.04 No matter may be submitted to arbitration which has not been properly carried through all the Grievance Procedure.
- 7.05 The Board of Arbitration shall not have any jurisdiction to alter, modify or disregard any of the provisions of the Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.
- 7.06 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of such Board will be final and binding on the Company, Union and involved employee(s). Should a majority decision not be possible, then the decision of the Chairman shall be final and binding on the parties hereto.

- 7.07 Each of the parties shall pay their own costs and expenses of arbitration and share equally the remuneration and expense of the Chairman of the Board.
- 7.08 The parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

ARTICLE 8 - SENIORITY

- 8.01 An employee will be considered on probation and will not be placed on a seniority list until after he/she has completed the probationary period. The probationary period shall be ninety (90) calendar days. The Company will have the right to discharge an employee who has not completed their probationary period where, in the opinion of the Company, the continued employment of the probationary employee is not in the best interest of the Company. Upon completion of the probationary period, a new employee shall have his seniority dated back to the date he was last hired.
- 8.02 Seniority lists shall be established showing Company seniority, commencing with the date of last hire, terminal seniority and classification seniority. Such lists shall be forwarded to the Union on a semi-annual basis and posted on all bulletin boards.
- 8.03 Full-time employees who revert to part-time shall be credited with their full-time uninterrupted accumulated seniority. No such reversion shall take affect prior to the completion of a "Request for a Change of Status Form".
- 8.04 Part-time employees who become full-time employees shall be credited with fifty per cent (50%) of their part-time seniority up to one year of their part-time seniority.
- 8.05 Employees promoted or transferred to positions not covered by this Agreement shall retain their seniority for a period of six (6) months, after which time it shall be terminated.
- 8.06 In the event of a reduction of the workforce of equal to one (1) working day or less, the Company shall lay off the employee within the classification within the shift and within the terminal, in order of seniority commencing with the most junior employee at the location.
- 8.07 In the event of a reduction of the workforce of greater than one (1) working day but less than or equal to ten (10) consecutive working days, the Company shall lay off employees within the classification, within the terminal in order of seniority, commencing with the most junior employee.

8.08 In the event of a reduction of the workforce of greater than ten (10) working days but less than or equal to thirty (30) consecutive working days within a terminal, terminal seniority shall apply as follows:

- (a) The affected employee shall be given the opportunity to displace a junior employee in the classification of their choice, provided the employee has greater seniority and has the ability and qualifications to perform the requirements of the job or, there is a reasonable likelihood that the employee will acquire the ability and qualifications to satisfactorily perform the requirements of the job within a reasonable period of time. This intended to provide opportunity, but does not obligate the Company to provide extensive training.
- (b) The employee so displaced shall have the same opportunity. The most junior employee shall then be placed on lay-off.
- (c) Full-time employees may displace part-time employees.

8.09 In the event of a reduction of the workforce of greater than thirty (30) consecutive working days, the Company seniority shall be applied as per 8.08(a) and 8.08(b).

- 8.10
- (a) Employees who are required to accept lower rated classifications shall carry their seniority in the higher rated position to the lower rated classification.
 - (b) Recalls and reinstatement to a higher rated classification shall be in the reverse order.
 - (c) Where there are employees awaiting recall or reinstatement to higher rated classifications, the Company shall not be required to post vacancies in those classifications in accordance with Article 9.
 - (d) Employees who are reduced in classification in accordance with the foregoing provisions, shall retain recall rights to the higher rated classification for a period of six (6) months.
 - (e) Employees who are placed on lay-off from full-time employment, shall retain recall rights to full-time employment for a period of time equal to his seniority at date of lay-off up to a maximum of six (6) months, whichever occurs first.
 - (f) When an employee(s) is to be laid off for fifteen (15) days or more, he/she shall be provided with a minimum of one week's notice of lay-off for each year of service, to a maximum of two week's notice or pay in lieu of notice, except where the lay-off is caused by one of the following cases:

- (1) Declaration of war;
- (2) Acts of God;
- (3) Labour disputes; and,
- (4) Events beyond the control of the Company

In the cases of (3) and (4) above, as much notice as possible will be given.

8.11 **Loss of Seniority**

An employee shall lose his/her seniority and service shall be terminated if he/she:

- (a) resigns;
- (b) is discharged and not reinstated through the Grievance Procedure;
- (c) is absent from work for three (3) consecutive working days, without reasonable cause;
- (d) is laid off for a period equal to his/her seniority or six (6) months, whichever occurs first;
- (e)
 - (i) where the layoff is greater than ten (10) consecutive working days, fails to notify the Company of their intention to report for work within two (2) days of receiving notice of recall and, fails to report for work within a further three (3) days after advising the Company of their intention. Notice of recall shall be by registered mail or courier. Such notice shall be sent to the last address on file with the Company.
 - (ii) fails to report for work within forty-eight (48) hours of notification by the Company where the lay-off is equal to or less than ten (10) consecutive working days.
- (f) overstays an authorized leave of absence without reasonable cause;
- (g) uses a leave of absence for a purpose other than for which it was granted;
- (h) is absent from work due to illness or accident for a period equal to his/her seniority or twenty-four (24) months, whichever occurs first.

8.12 **Accumulation of Seniority**

An employee shall accumulate seniority under any of the following conditions:

- (a) while he is at work for the Company after he has completed his probationary period as set out in Article 8.01 above;
- (b) during any period when he is prevented from performing his work for the Company by reason of injury arising out of and in the course of his employment for the Company and for which he is receiving compensation under the provisions of the Workers' Compensation Act;
- (c) during any period of absence due to bona fide illness or accident and any approved leave of absence. It is understood that the Company may require an employee to provide a satisfactory medical certificate in order to substantiate such absence; subject to Article 8.11.

ARTICLE 9 - JOB VACANCIES

9.01 When a vacancy occurs in any job, or when the Company opens a new or refurbished location, notice of such vacancy shall be posted on a designated bulletin board within the terminals, in order that interested employees may apply for the position. **All** notices of vacancies shall designate the classification and rate of pay of the vacant job. Such notices shall remain posted for five (5) consecutive working days.

A notice of vacancy shall be sent to the union office immediately prior to its posting. Failure to do so shall void the posting.

9.02 Any employee within the bargaining unit may apply in writing for such job within the time limit specified.

9.03 In filling the vacancy the Company will consider the qualifications, skill and ability of applicants as the governing factors in the selection. Where these factors are relatively equal between applicants, seniority will be the deciding factor. Where no qualified applications are received the Company shall fill the vacancy at its discretion. The Company's decision will be made within five (5) days following terminal date of the notice of vacancy. The Company agrees to supply to the Union Staff Representative, upon request a copy of each vacancy notice, a list of applicants for all posted jobs, along with the name of the successful applicant.

9.04 **A** thirty (30) day probationary period will apply to successful applicants for posted positions.

9.05 Temporary vacancies shall not be deemed to be vacant for the purpose of this Article. Temporary vacancies shall be defined as vacancies of thirty (30) calendar day's duration or less or if greater than thirty (30) calendar

days, vacancies of ascertainable duration due to illness, accident, vacation, leave of absence, etc., or as otherwise mutually agreed upon by the parties.

9.06 The Company and the Union agree that interested part-time employees shall be considered for full-time positions and vice versa in accordance with the factors described in Article 9.03 before the Company shall consider applicants from outside the bargaining unit.

9.07 All bars and restaurants shall be listed as either a Tier 1 or Tier 2 location for bartenders and servers. Attached are the respective Tiers for the two (2) classifications. (The Company will determine how many bartenders and servers are required in the Tier 1 locations), and then going down the seniority list shall staff those locations with the senior most interested people. When a vacancy arises in a Tier 1 location, it shall be posted and the next senior most employee not in the Tier 1 locations shall be given the opportunity to be rotated in the Tier 1 locations. In the event of a temporary vacancy in a Tier 1 location, the Company shall ask the senior most employee from a Tier 2 location if they are interested in filling the temporary vacancy.

In the event of the addition or opening of a new unit, the Company and the Union will meet to determine which Tier the new location will be assigned.

(The preference of shifts for tipped and non tipped positions shall be allotted according to seniority), Further, in the event of a reduction of hours on a weekly basis the junior most employee in that unit shall have their weekly hours reduced.

The Company and the Union will meet every six (6) months to review the locations and their assignment to the appropriate Tiers. In the event the Company and the Union cannot agree on the new allocations the previous assignment in the respective Tiers shall continue.

BARTENDERS

TIER 1

T2 Molsons Pub
T3 Baroli
T3 Meteor
T1 Casey's
T3 Playwright
T3 Boardwalk
T2 Baroli

TIER 2

Infield - Moto
T1 Expedia
T3 Pumpernickles
Infield - BCBICI
T3 Java Joe's
T1 Beaches
T1 Belair

SERVERS

TIER 1

T2 Molsons Pub
T1 Casey's

TIER 2

T3 Playwright
T1 Expedia
Infield - Moto
Infield - BCBICI
T2 Baroli

ARTICLE 10 - TEMPORARY ASSIGNMENTS

- 10.01 Employees temporarily assigned to a higher classification shall be paid at the rate of the higher classification for all time worked in that classification after more than four (4) consecutive hours in the higher classification.
- 10.02 Employees temporarily assigned to a lower classification shall not have their rate reduced provided however that this provision will not apply to employees who are transferred to a lower classification as a result of a lay-off.
- 10.03 (a) Employees temporarily assigned to the position of supervisor for more than one (1) hour shall be paid a premium of one (\$1.00) dollar **per hour** in addition to his regular hourly rate for all time worked as a Supervisor. Employees so assigned will continue to be a member of the bargaining unit and will be covered by the terms of this Agreement.
- (b) Such premium shall not apply in the event of a Chef temporarily assigned to the position of Executive Chef or vice versa, or a Storekeeper temporarily assigned to the position of Distribution Manager where the requirements for performing temporary supervisory work have been incorporated into the current rates of pay.
- 10.04 In the event of a change in location of assignments, the Union will be notified of all evaluations and assessments, which result in a change. Furthermore, the Company will endeavour to upgrade the skills of senior employees who may be transferred and suffer a loss of income. The Union must be notified of all transfers within the bargaining unit.

ARTICLE 11 - NEW CLASSIFICATIONS

- 11.01 The Company agrees to notify the Union of any new classifications that may be added to the existing classifications. The Company further agrees to meet the Union and negotiate rates of pay for any such new classifications within the scope of the Agreement.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 The Company may grant a leave of absence to any employee for legitimate personal reasons. Permission to obtain a leave of absence must be in writing and the Company must confirm the granting of a leave of absence in writing except in the event of verified emergency or a requested leave of three (3) days or less duration.

- 12.02 The Company shall grant pregnancy leave in accordance with the requirements of the **Employment Standards Act**.
- 12.03 Where the leave is of less than three (3) days, the request and the granting shall be done verbally.
- 12.04 Preference for a leave of absence shall be given to employees who have not previously been on leave, within their classification.
- Where there is more than one applicant requesting leave of absence for the same period of time and where they have all previously been granted a leave, preference shall be given in the same order as the previous leaves were granted.
- 12.05 Employees who fail to comply with the terms of their approved leave of absence as expressed on the Leave of Absence Request Form, may be subject to progressive discipline up to and including termination in accordance with Article 8.11 herein.

ARTICLE 13 - PARKING

- 13.01 Effective December 12, 2005 the Company shall increase the number of parking spots to sixty-five (65) useable parking spots. Any employee who retires, or quits will be replaced by the employee following next in seniority. In the event an employee does not use the parking space provided as agreed, the Company reserves the right to terminate his/her parking privileges. The employee shall make his/her wishes known at six (6) month intervals as to whether or not he/she desires a parking spot.

ARTICLE 14 -WAGES

- 14.01 (a) The wage rates which shall apply during the term of this Agreement are outlined in Appendix "A" and Appendix "C" attached hereto and which forms part of this Collective Agreement.
- (b) Effective December 12, 2004, twenty-five (25¢) per hour to all classifications retroactive to December 12, 2004.
- (c) Effective December 12, 2005, thirty-five (35¢) per hour to all classifications.
- (d) Effective December 12, 2006, forty cents (40¢) per hour to all classifications.

- 14.02 Employees while working at the Infield Terminal, their half (½) an hour break period will be paid.

ARTICLE 15 - HEALTH AND WELFARE

The Company agrees to maintain the existing benefit coverage for the term of the Collective Agreement. If the Employer remains in the Commercial Workers Benefits Trust Plan, it will pay the required premium to insure the existing level of benefits. If upon review, the Employer establishes another carrier for the Health and Welfare Plan, then Appendix "B" listing the defined benefits will apply.

Effective December 12, 2005 the Employer will increase the premiums paid to the Commercial Workers Benefit Trust Plan by five percent (5%).

Effective December 12, 2006 the Employer will further increase the premiums paid to the Commercial Workers Benefit Trust Plan an additional five percent (5%).

- 15.01 The Company shall provide the following benefits for all employees commencing after one (1) year of continuous service with the Company:
- (a) A Health and Welfare Plan as described in Appendix "B".
 - (b) The Company contributions towards the premium costs for the benefits set forth in sub-paragraph (a) shall be as follows:
 - (i) for employees who have completed one (1) year of continuous service, the Company shall contribute fifty (50%) per cent of the premium cost of each Plan;
 - (ii) for employees who have completed two (2) years of continuous service, the Company shall contribute seventy-five (75%) per cent of the premium cost of each Plan;
 - (iii) for employees who have completed three (3) years of continuous service, the Company shall contribute one hundred (100%) per cent of the premium cost of each Plan.
 - (c) An employee may opt out of the plan providing they furnish proof of benefit coverage through their spouse's place of employment which is equal to or exceeds the coverage they would receive through the Company. Such an employee may opt back in at any time without penalties and /or waiting period.

- 15.02 (a) The Company agrees to continue to provide and pay the applicable cost of Health and Welfare Benefits until the end of the month following the month in which an employee was laid off or has taken a requested leave of absence.
- (b) The Company agrees to continue to provide and pay the applicable cost of Health and Welfare Benefits for persons on maternity leave of absence and leaves of absence, due to illness or accident for a period equal to his/her seniority or twenty-four (24) months whichever is the lesser.
- 15.03 When the Company request a doctor's note, the cost of the doctor's note will be reimbursed.

ARTICLE 16 - PENSION

- 16.01 The Employer agrees to participate in the Canadian Commercial Workers Industry Pension Plan (CCWIPP) with the following contributions:

Effective December 12, 2004 the Employer contribution shall increase to thirty cents (30¢) per hour.

Effective December 12, 2005 the Employer contribution shall increase to forty cents (40¢) per hour.

Effective December 12, 2006 the Employer contribution shall increase to forty-five cents (45¢) per hour.

Participation in the Plan is universal for all bargaining unit employees.

ARTICLE 17 - JURY DUTY

- 17.01 In the event any employee is called for Jury Duty, the Company agrees to pay the difference between Jury Duty pay and the amount of wages the employee would have earned had he/she been working his/her regularly scheduled hours.
- 17.02 An employee who is subpoenaed to appear as a Crown Witness or on behalf of the company in a court proceeding shall be paid his/her wages he/she would have earned had he/she been working his/her regular scheduled hours less any pay he/she receives for such appearances.

ARTICLE 18 - UNIFORMS

- 18.01 (a) The Company will provide all full-time employees with three (3) shirts and two (2) pairs of pants and all part-time employees will be provided with two (2) shirts and one (1) pair of pants.
- (b) Employees may purchase additional uniform items from the Company at the company's cost price.
- (c) If an employee arrives to work without their complete uniform, the Company may temporary reissue the missing article(s) and require the employee to sign an acknowledgement of receipt. Such article(s) must be returned to the Company no later than four (4) working days for full-time employees and one (1) calendar week for part-time employees or the actual cost of the article(s) will be deducted from the employee's pay.
- (d) Kitchen staff will be provided with apparel and maintained by the Company at no cost to the employees.

ARTICLE 19 - HOURS OF WORK

19.01 (a) **Full-time Bargaining Unit**

The normal work week for full-time employees shall consist of greater than thirty-two (32) hours per week as scheduled by the Company except as otherwise provided herein. Whenever possible, the normal work week for all full-time employees shall be forty (40) hours consisting of five, eight-hour days. It is understood, however, that the Company does not guarantee to provide any hours of work on any day.

(b) **Part-time Bargaining Unit**

The normal work week for part-time employees shall consist of less than twenty-four (24) hours per week as scheduled by the Company except as otherwise provided herein. It is understood, however, that the Company does not guarantee to provide any hours of work on any day.

19.02 Overtime at the rate of time and one-half an employee's regular straight time hourly rate shall be paid for hours worked in excess of forty-four (44) hours in any week, except as otherwise provided herein. All overtime work must be authorized by the Company.

19.03 Employees who work five (5) hours or more in any work day shall be granted an unpaid break of thirty (30) minutes duration at a time determined by the Company to be consistent with the efficient operations.

- 19.04 With the exception of meal periods which shall be scheduled at the approximate mid-point of the regular shift, hours of work shall be consecutive. Employees may request an additional one-half (1/2) hour unpaid break with the approval from their manager.
- 19.05 Work schedules shall be posted for a two (2) week period and shall be posted two (2) weeks prior to the work period. An employee shall not be scheduled to work more than six (6) days per week.
- When possible days off shall be scheduled together.
- 19.06 Employees unable to report for work as scheduled will provide a four (4) hour notice, where possible, for calling in sick, provided that if an employee feels able to attend work after giving notice, they shall work their scheduled shift if they notify the Employer within two (2) hours of the commencement of their shift.
- 19.07 Employees shall be docked for only the actual amount of time late.
- 19.08 The Company agrees to rotate bartender shifts within their unit.
- 19.09 Working off the clock in any case is strictly prohibited and shall not be allowed.
- 19.10 The employees pay will be directly deposited to any financial institution at the opening of the financial institutions business day. Pay stubs will be available on pay day from Terminal Management.
- 19.11 Employees will be given the opportunity to go home or relocate, if there is insufficient work in their unit for the completion of their shift.

ARTICLE 20 - BEREAVEMENT LEAVE

- 20.01 An employee on completion of his probationary period shall be entitled to receive up to three (3) days bereavement leave with pay for purposes of arranging for and/or attending the funeral of a member of his immediate family. Immediate family means, wife, husband, same sex partner, father, mother, child, brother, sister, father-in-law and mother-in-law.
- 20.02 An employee on completion of his probationary period shall be entitled to one (1) day of bereavement leave to attend the funeral of a grandparent, grandchild, aunt, uncle, niece or nephew. The Company reserves the right to request proof of death of the grandparent, grandchild, aunt, uncle,

niece or nephew. The Company agrees that it will not exercise this right in an unreasonable manner.

ARTICLE 21 - EMPLOYEE MEALS

- 21.01 In order to create flexibility in the meal plan Associates will pay 30% of menu item selling price at the cash register, excluding coffee, tea and fountain beverages.
- 21.02 (a) Fountain drinks, tea and coffee (not at Starbucks) will be provided during the day at no charge to the employees.
- (b) It is understood that employees will not consume food or beverages at other times or locations than those designated. Food and/or beverages may not be taken off Company property.

ARTICLE 22 - SAFETY AND HEALTH

- 22.01 The Company agrees to comply with the requirements of the Occupational Health and Safety Act as it relates to the health and safety of its employees.
- 22.02 Where protective clothing or devices are provided for the safety of the employees, it shall be mandatory that such be worn by the employees.
- 22.03 (a) A joint Health and Safety Committee shall be established which is composed of an equal number of union and employer representatives with a minimum of four (4) members. The Joint Health and Safety Committee shall be co-chaired by one union representative and one employer representative. The Health and Safety Committee shall hold meetings at least once per month or more frequently if requested by the Union or by the Employer to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be provided to the employees and to the Union.
- (b) Any worker representative on the Joint Health and Safety Committee shall be eligible to participate in training programs offered by any Health and Safety Centre. The Company will provide paid time off for the representative to participate in this training at his or her applicable hourly rate. The Company will pay the costs of the registration and materials for the training programs. Attendance at any such programs shall be at the sole discretion of the Company.

- 22.04 The Employer shall respond in writing within 21 working days to any formal recommendations of the Joint Health and Safety Committee.
- 22.05 The Company agrees to act within its authority and resolve, to the best of its ability, any and all concerns with respect to hazardous airborne contaminants.
- 22.06 (a) The Employer agrees that there will be no reduction in seniority or Health and Welfare benefit coverage due to hours absent because of sickness or injury covered by the Workers' Compensation Act.
- (b) The Employer shall provide the Union with a copy of the Workers' Safety and Insurance Board Form 7. Subject to the employee's consent, any other correspondence between the Employer and the WSIB regarding an employee's WSIB claim shall be provided to the Union.
- 22.07 In the event that legislation as stated on May 22, 1996 governing accommodation of workers with disabilities changes, the Company agrees that, for the remainder of the term of the Collective Agreement, the Company will continue to provide accommodation in accordance with its practice which meets the legislation as noted above.

ARTICLE 23 - REPORTING FOR WORK PAY

- 23.01 The Company agrees that an employee reporting for work at the commencement of his regular shift, unless previously notified not to report, shall be entitled to four (4) hours' work with pay at his basic hourly wage rate or payment in lieu thereof if sent home prior to the completion of four (4) hours' work. An employee so affected will perform such temporary related or departmental work as is available in order to qualify for payment.
- 23.02 The Company, by mutual agreement with those involved, may require off duty staff to attend a maximum of four (4), one (1) hour staff meetings per year without pay.
- 23.03 The Company, by mutual agreement with those involved, may require off duty staff to attend a maximum of three (3), four (4) hour educational courses per year without pay.

ARTICLE 24 -VACATIONS

- 24.01 (a) Employees who have been employed for less than one (1) year shall receive a vacation in accordance with the current Employment Standards Act.

- (b) Vacation pay shall be calculated on each year of service, commencing January 1st and ending December 31st.
- (c) Employees who have been employed by the Company for more than one (1) year but less than five (5) years, shall be entitled to two (2) weeks vacation with pay, calculated at four (4%) percent.
- (d) Employees who have been employed by the Company for more than five (5) years but less than ten (10) years, shall be entitled to three (3) weeks vacation with pay, calculated at six (6%) percent.
- (e) Employees who have been employed by the Company for more than ten (10) years shall be entitled to four (4) weeks vacation with pay, calculated at eight (8%) percent.
- (f) Effective December 12, 2005 employees who have been employed by the Company for twenty (20) or more years shall be entitled to five (5) weeks vacation with pay, calculated at ten (10%) percent.
- (g) Vacation pay will be computed as a percentage of gross wages earned as follows:

Start date through fifth anniversary date	-	4%
Fifth anniversary date through tenth anniversary date	-	6%
After tenth anniversary date	-	8%
Twenty years or more	-	10%

For clarification, the first vacation pay payment made after an employee's fifth or tenth anniversary date will be computed blending the before and after rates. For example, the first time an employee takes a vacation after his or her fifth anniversary, his or her vacation pay will be computed as follows:

4% of gross wages from January 1st up to the fifth anniversary date; and,

6% of gross wages from the fifth anniversary date through to December 31st.

Vacation pay and time is earned during the period of January 1st to December 31st and is received on the following period of January 1st to December 31st. That is to say, pay and time are accumulated in one vacation year and taken in the next vacation year.

24.02

Vacation schedules may be changed upon the mutual agreement of two (2) employees affected with the consent of the Company which shall not

be unreasonably withheld.

24.03 Employees vacation pay will be paid out by January 15th of each year.

24.04 Vacations are not cumulative, nor can they be carried over from year to year. Except by mutual agreement between the Company and the employee, all vacations will commence on Monday.

The Company agrees that employees who work shifts with days off other than Saturday and Sunday will be allowed to split their vacation over a two (2) week period if they so requested.

24.05 Pay details shall indicate year to date vacation pay accruals.

ARTICLE 25 - PAID HOLIDAYS

25.01 All employees who are covered by the terms of this Agreement and who have completed the probationary period outlined herein, shall receive the following holidays with pay subject to the conditions below:

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

In the event of the Government of Canada or the Province of Ontario declaring any other day as legal holiday, the Company agrees to recognize such day(s) as paid holiday(s).

25.02 Holiday pay will be computed on the basis of the normally scheduled shift hours at an employee's regular straight time hourly rate of pay.

25.03 In order to qualify for holiday pay, the employee must work his/her full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned unless he or she has obtained permission to be absent on one or both of the following days or the absence is due to the employee's accident or illness. The Company may require verification of either accident or illness.

25.04 In the event an employee is required to work on one of the regular statutory holidays named above, he/she shall receive time and one-half his/her regular rate of pay for all hours worked in addition to his/her holiday pay.

- 25.05 If a holiday falls within an employee's vacation period, the Company shall grant either an extra day's holiday at a time mutually agreed upon between the employee and the Company or pay the employee for the holiday, as provided herein.
- 25.06 If an employee is scheduled to work on a holiday and fails to report for work on the day of the holiday, he/she shall not receive any pay for the holiday unless his/her failure to report is due to the employee's accident or illness which may require verification given to the Company.
- 25.07 If an employee fails to work on at least twelve (12) days during the four (4) weeks immediately preceding a holiday, he/she shall not receive any pay for the holiday.

ARTICLE 26 - GENERAL

- 26.01 All employees are required to notify the Company without delay of any changes in their addresses and telephone numbers and dependents (if covered by the Company Benefits Program) so that such can be kept current.
- 26.02 Employees who are absent from work, due to lengthy illnesses, may be required to be examined by a Company appointed doctor.
- 26.03 The Company retains the right to hire bilingual employees if required but further agrees to give current employees an opportunity to learn French.
- 26.04 (a) The Company reserves the right to inspect employee lockers at any time but will not do so unless the employee and a fellow employee are present for the inspection. If the Minister of Transport evokes mandatory security measures that would effect any person(s) carrying on any activity at the airport including tenants, it is understood that all persons employed at Host Canada Ltd., may be subject to reasonable compliance. The Company agrees not to unreasonably exercise its right to inspect.
- (b) Employees are not permitted to take any belongings to the work station, with the exception of wallets or pocketbooks.
- 26.05 All employees are required to clock in and out in uniform.
- 26.06 Newly hired employees are required to pay a deposit to the Company for the following items, when and where applicable, at the rates indicated. This deposit will be withheld from the employees pay cheque(s) and the deposit will be returned upon return of the specific items:

Transport Canada Airport Security I.D.	\$25.00
Parking Key Card (Plastic) and Decal	\$35.00
Cash Register Key	\$17.50
Combination Locker Lock	\$12.50
Micros Card	\$20.00

The deposit reflects current replacement cost or penalty to the Company by outside sources.

Employees will be responsible for any fee changes charged by outside sources to replace lost I.D. cards and /or parking cards.

- 26.07 It is understood that the use of the masculine gender shall include the female gender and vice versa.
- 26.08 Any employee who retires after December 1 ■ 2001, will be entitled to severance in accordance with the Employment Standards Act.
- 26.09 The Company agrees to contribute fifty dollars (\$50) for slip resistant footwear. **Any** new employees hired after December ■■ 2001 will be required to wear slip resistant shoes at their own cost. All employees must wear slip resistant footwear.

ARTICLE 27 - DISCRIMINATION AND HARASSMENT

- 27.01 The Employer and the Union agree that every employee has the right to equal treatment with respect to employment without discrimination and freedom from harassment in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status, disability, or membership in the Union.

ARTICLE 28 - DURATION

28.01 This agreement shall become effective from December 12, 2004 and shall expire on December 12, 2007. It shall be renewed automatically from year to year, unless either party gives to the other party, within a period of no more than ninety (90) days before the expiry date, notice of termination or amendment.

DATED at the City of Toronto, this ____ day of _____

For the Union

For the Company

HOST CANADA LTD.

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL
UNION, LOCAL 1000A