

# **Collective Agreement**

**(“Company”)**

Between:

**CANADA LANDS COMPANY CLC LIMITED**

**(“Union”)**

- and –

**CAW, LOCAL 4271**

Effective: June 1, 2004

Expiry: May 31, 2007

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## **ARTICLE 1 - SCOPE**

- 1.1 Canada Lands Company CLC Limited (“Canada Lands”) recognizes the Canadian National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW CANADA), Local 4271 as the bargaining agent with respect to all full time and part time food and beverage employees of Canada Lands employed at 301 Front Street West in the City of Toronto, save and except supervisors, persons above the rank of supervisor, junior sous chefs, sales, office, clerical, and seasonal employees. For greater clarity, security, hosting representatives (i.e. formerly “guest services”), building services, cash management, retail and technical service employees are not bargaining unit employees.
- 1.2 The main function of such managers supervisors, sous chefs or junior sous chef should be to direct the work force and not engage, normally, in work currently or traditionally performed by all employees in the bargaining unit.

It is understood, of course, there may be instances where, for various reasons such as in the case of emergencies, illness, when training is required, when appropriate standards must be met or when the "demands of the business" need to be met, managers supervisors, sous chefs or junior sous chef will find it necessary to become so engaged for brief periods. However, such instances should be kept to a minimum.

This article is not intended to preclude current practices with respect to management assisting employees in order to satisfy customer service.

## ARTICLE 2 - DEFINITIONS

2.1 For the purpose of this Agreement:

- (a) "Company" means the Canada Lands Company CLC Limited (Canada Lands).
- (b) "Union" means the Canadian Automobile, Aerospace, Transportation, and General Workers Union of Canada (CAW Canada) Local 4271.
- (c) A "Full-time" employee means a person employed on a full-time basis and who works over thirty-five (35) hours per week.  
  
A "full-time" employee who has not been laid off and who may have his/her hours of work reduced to less than thirty (30) hours per week will continue to receive all benefits to which he/she is entitled under the Collective Agreement.
- (d) A "Part-time" employee means a person employed on a part-time basis and who normally works up to thirty (30) hours per week during Season B and up to 40 hours per week during Season A.
- (e) "Qualifications" means the ability to perform the duties of a position including skills, knowledge, general appearance and aptitude to meet and handle the public where required.
- (f) A "Schedule Position" means a position coming within the scope of this Agreement.
- (g) An "Non-Scheduled Position" means a position which is excluded from the scope of this Agreement.
- (h) A "Temporary Vacancy" is a vacancy in a schedule position created by the absence or the temporary assignment elsewhere of a regularly assigned employee.
- (i) A "Local agreement" means an arrangement made in writing between the Local Chairperson and the Vice President of Administration of Canada Lands.
- (j) A "mutual agreement" means an agreement reached between the General Manager and/or designated Management employee of Canada Lands and the Union's National Representative assigned employee.
- (k) "Seniority Section" means the area in which the employee works as is identified by the main headings of the wage chart in Article 13, i.e. 360 Restaurant, Kitchen etc.

- (l) "Job Classification" means the position, which the employee holds as identified in the wage chart in Article 13, i.e. Captain, Waiter, Buspenderson etc.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 The Union acknowledges that it is the exclusive function of the Company to manage the business in which it is engaged and, in particular, without restricting the generality of the foregoing, to:
- (a) maintain order, discipline and efficiency;
  - (b) direct its employees in the tasks assigned to them, to determine the work to be performed, the method, the processes, the schedule of work and the manner in which they are to be carried out;
  - (c) limit, suspend or cease operations, or make necessary arrangements due to a change in the employer's policies;
  - (d) hire, promote, demote, and with just cause to suspend, discipline or discharge employees.
- 3.2 It is agreed that the employer may, at its discretion, issue and enforce from time to time company policies and procedures, which shall be binding upon the employees in order to assure the continuing successful and efficient operation of its business. Breaches of the above company policies and procedures by an employee may be caused for disciplinary action, up to and including discharge.
- 3.3 None of the above functions will be exercised in a manner inconsistent with the provisions of the Collective Agreement.
- 3.4 Whenever new developments occur with respect to the implementation of new rules and regulations or developments with respect to Article 3.1(c) and 3.2, the Union will be afforded the opportunity, in advance, of discussing such changes.

## ARTICLE 4 - PROBATIONARY EMPLOYEES

- 4.1 A full-time or part-time employee, having sixty (60) days of actual work or less accumulated service will be considered as on probation and if found unsuitable, will not be retained in the service of the Company. Work performed on any one day shall constitute a day of actual work. The discharge of a probationary employee for unsuitability shall be in the sole discretion of the Company. If a probationary employee is terminated for disciplinary reasons, the standard of arbitral review shall be whether the Company can prove any cause for discipline and if it does so, the arbitrator shall not substitute a different penalty.
- 4.2 At the discretion of Management, a probationary rate of up to five per cent (5%) per hour below the basic rate of pay may be paid to **new** employees during their first one thousand (1000) hours of employment.

## ARTICLE 5 - DEDUCTION OF DUES

- 5.1 The Company shall deduct on each pay period of the month wages due and payable to each employee occupying a position coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly dues of the CAW subject to the conditions and exceptions set forth hereunder.
- 5.2 The amount to be deducted shall be equivalent to the amount designated by of the CAW and shall include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Agreement excepting to conform with a change in the amount of regular dues of the CAW in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from the CAW of the amount of regular monthly dues.
- 5.3 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Treasurer of CAW Local 4271 not later than the fifteenth day of the month following the pay period in which the deductions are made.
- 5.4 The Company shall not be responsible financially or otherwise, either to the CAW or to any employee for any failure to make deductions to remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the CAW, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of the CAW.
- 5.5 The question of what, if any, compensation shall be paid the Company by the CAW signatory hereto in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days notice in writing.
- 5.6 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the CAW counsel fees are incurred these shall be borne by the CAW Local 4271. Save as aforesaid the CAW Local 4271 shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.



5.7 Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that the Canadian National Automobile, Aerospace, Transportation, and General Workers Union of Canada (CAW Canada) is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions and in the disposal of any grievance that may arise with respect hereto. The Company further agrees to supply the Union when remittances are made with the name, address, an occupation of each employee from whom dues deductions are made and who are engaged during the term of this Agreement.

## ARTICLE 6 - SENIORITY

- 6.1 For the purpose of seniority, employees shall be considered as grouped in accordance with Schedule "A" of the Agreement there being one list for fulltime employees and one list for part-time employees in each group.
- 6.2 A seniority list for each seniority section shall be posted by the Company in January of each year. The list will show name, position and date from which each employee's seniority is accumulated. The Company shall provide the accredited Representative and the Local Chairperson with copies of each list.
- 6.3 Where an employee has only held seniority in one seniority section for more than fifteen years and their job has been abolished, they may use their seniority to displace in any seniority section where they are qualified.
- 6.4 Employees appointed by bulletin to permanent positions in a seniority section will be accorded a seniority date from the date of appointment by the bulletin.
- 6.5 Changes in the seniority date of an employee shall be considered if the employee or his/her Union Representative makes written protest within sixty (60) calendar days after posting of the seniority list. Errors reported after 60 days shall only be considered by the General Manager and/or designated Management employee at the Tower and the Local Chairperson where the change is supported by the recorded evidence.
- 6.6 Any time the Tower has a temporary department closure, all affected bargaining unit employees will be offered voluntary lay-off in seniority order before junior employees are laid off. Those employees who chose this option are deemed to acknowledge by this provision that he/she may not be entitled to Unemployment Insurance Benefits.
- 6.7 When laying off an employee, the Company will give to the employee affected a fourteen (14) calendar days notice if the lay-off is deemed to be for more than three (3) months, and in the event of job abolition fourteen 14 calendar days notice. The Local Chairperson shall be advised of all lay-offs and job abolition and he/she may make proposals to Management on behalf of the employees affected.
- 6.8 When reducing forces, senior qualified employees will be permitted to exercise their seniority in accordance with the terms of this Article. Any full-time employee will be considered as senior to any part-time employee.
- 6.9 A displaced employee or one whose position is abolished must exercise his/her seniority within his/her own job classification provided he/she has the qualifications to perform the work, failing which he/she may:

Exercise his/her seniority within other job classifications within his/her seniority section or within another seniority section wherein

he/she holds seniority, provided he/she has the qualifications to perform the work;

or

the employee may take a lay-off and/or hold him/herself available for part-time employment within his/her own seniority section until such time as he/she recalled in his own seniority section in accordance with the provisions of the Collective Agreement.

In the application of this Article, an employee required to exercise his/her seniority to an immediately previous job classification, provided he/she has the qualifications to perform the work, will establish a seniority date the same date as his/her immediate previous job classification.

Where there is more than one vacancy in a particular job classification, and more than one employee is qualified, and one or more of them is a new scheduled employee and obtains one of the vacancies, the seniority date of the successful employee will be established on the basis date of first hire and if there is a tie then a full-time employee shall be considered more senior over a part-time employee.

An employee exercising seniority in accordance with this Article shall, within five (5) calendar days of the abolition of her/his position, or her/his displacement, make her/his choice in writing to the designated Human Resources Representative, copy to the Local Chairperson, stating her/his qualifications where necessary failing which the employee shall forfeit her/his seniority. The employee in question shall assume such new position at a date specified by the Company, such discretion not to be abused by Management.

- 6.10 When an employee is on leave of absence, or vacation, granted by the Company, on the date of her/his displacement or the abolition of her/his position, the time limits established in Article 6.9 above shall apply from the date of her/his return to work.
- 6.11 To be eligible for recall, a laid-off employee must keep the Human Resources Department informed of her/his current address.
- 6.12 A laid-off employee who fails to report for duty after receiving notification by registered letter, or a similar recordable message, or who fails to give satisfactory reasons for not doing so within five (5) calendar days of receipt of such notification, shall forfeit his/her seniority rights and shall be removed from the employ of the company such being regarded as a voluntary separation.

- 6.13 A laid-off employee who is otherwise employed at the time of recall, may, without loss of seniority refuse a recall to a position of less than thirty (30) days anticipated duration, provided that another junior qualified laid-off employee is available. If a laid-off employee is recalled for one shift, the Company will give him/her a minimum of three (3) hours notice. If this notice is not given, he/she will not be required to work unless there is no junior qualified person available.
- 6.14 Laid-off employees shall be given preference in filling positions or vacancies in other seniority sections when no qualified laid-off employees are available in those seniority sections, their seniority in other seniority sections shall date from the date employed in these seniority sections.
- 6.15 Laid-off employees will be recalled to service in the order of their seniority, provided they have the necessary qualifications to perform available work, due regard being given to the provisions of Article 6.9 and 18.1.
- 6.16 The name of an employee who has been or is appointed from a scheduled position to employment in an excepted position shall be retained on the seniority list of the seniority section from which he/she was appointed and such employee shall continue to accumulate seniority for a period of one (1) year after which his/her name shall be removed from the seniority list of departments.
- 6.17 When an employee is released from an non-scheduled position he/she may exercise his/her seniority rights to any position which the employee is qualified to fill. The right to exercise shall be limited to a period of five (5) calendar days subsequent to release from non-scheduled position. Such employee shall also have the right to return to his/her former seniority section if he/she so desires during the twelve (12) month period in which he/she was promoted providing the employee serves a thirty (30) day notice in writing to the Designated Human Resources representative not later than one (1) year from the date of his/her promotion after which the provision of Article 6.16 shall apply. The provisions of this clause shall not apply to employees who are dismissed for just cause.
- 6.18 Subject to Article 6.13, the name of an employee who has been laid off be retained on the seniority list of the seniority section from which he/she last worked for a period of twelve (12) months or the equivalent of his/her accumulated seniority, whichever comes first, after which, if no recall or he/she has not answered a recall, his/her name shall be removed from the seniority list of all groups.
- 6.19 In the event a scheduled employee calls in and is not available for work, or additional employees are required the following procedure shall apply:

- (a) prior to assigning overtime the Company will make every effort to recall laid off employees within the classification (i.e. Not currently working in another seniority section). This temporary recall must be done in order of seniority;
- (b) if time does not permit, the available shift shall first be offered to the most senior qualified employee on duty within the seniority section at the time, who may decline such assignment provided a less senior qualified employee is available to perform the work;

## ARTICLE 7 - FILLING POSITIONS

- 7.1 The appropriate supervisory officer shall fill the positions on the basis of qualifications and seniority of applicants. The Company will be the judge of qualifications and the employee may appeal selections in accordance with the grievance procedure. If two or more applicants have the same seniority, then a full-time employee shall be considered more senior over a part-time employee.
- 7.2 Vacancies having more than thirty (30) calendar days anticipated duration, in established or new positions, shall be filled by adjustments within the department, due regard being given to the qualifications and seniority of the employees. Once adjustments have taken place within the department, any vacant positions shall be bulletined for five (5) calendar days in a place accessible to all employees. Employees desiring such positions shall, within five (5) calendar days of posting, make written application to the Designated Human Resources, representative copy to the Local Chairperson, stating qualifications for the vacancy.
- 7.3 An employee who applies for a bulletined position shall be granted an interview and shall, if unsuccessful, be advised accordingly with appropriate reasons being given. The Company will also advise the Local Chairperson.
- 7.4 An employee, who is assigned to a position by bulletin, will receive full explanation and will be shown the duties of the position. He/she must demonstrate his/her ability to satisfactorily perform the work within a reasonable probationary period of up to thirty (30) working days, which may be extended by mutual agreement, the length of time dependent upon the character of the work. Failing to demonstrate his/her ability to satisfactorily perform the work, the employee shall be returned to his/her former position without loss of seniority.

An employee who is required to fill a temporary vacancy or temporary position shall at the expiration of such temporary employment be returned to his/her regular position. If the temporary vacancy has lasted for thirty (30) days or more the employee shall have seniority in the classification.

- 7.5 Schedules
- (a) When new work schedules are posted, such schedules shall if practicable be uniform and employees shall be allowed to choose their shift by seniority full-time then part-time and classification. The new schedule shall be posted for a minimum of seventy-two (72) hours prior to the commencement of the new shift. There will be separate schedules for full-time and part-time in season B.
- (b) The following shall also constitute a new work schedule and the provisions of Article 7.5 shall apply when:

(i) The regularly assigned hours are changed by more than three (3) hours.

or

(ii) The rate of pay for any classification is changed other than a change pursuant to the provision of Article 12.5.

7.6 Each bulletin shall show:

- (a) classification,
- (b) rate of pay,
- (c) hours of assignment,
- (d) assigned days off\*,
- (e) anticipated duration,
- (f) date test results will be completed. Extension of dates will not be unreasonably withheld upon prior notification to the Local Union Representative.
- (g) anticipated date of transfer of the successful applicant to the position.

\* shall only be shown when known.

Copies of each bulletin shall be supplied to the Local Chairperson.

7.7 Upon expiration of a temporary assignment, an employee so assigned shall be returned to his/her regularly-assigned position.

7.8 An employee returning to his/her former position from leave of absence or vacation may within five (5) working days exercise his/her seniority rights to any vacancy bulletined during his/her absence, provided he/she has the qualifications to perform the work. Employees thus displaced may exercise seniority to any position they are qualified to fill as provided for under Article 6.9.

7.9 Where more than one position is bulletined, in accordance with Article 7.2, an employee shall have the right to make application for any or all of such positions, stating his/her preference.

## **ARTICLE 8 - CONTRACTING OUT AND SPECIAL SEPARATION ALLOWANCE**

- 8.1 If the Tower decides to contract out work performed by bargaining unit employees or permanently abolish any bargaining unit position, the company will meet with the union at least sixty (60) days in advance of any implementation of the decision to discuss the issue and review which employees may be affected.
- 8.2 The Company will request that the contractor give consideration to employing any employees that are displaced.
- 8.3 Employees who do not secure employment with the contractor and are laid off due to contracting out, will be given a minimum of thirty (30) days notice of the layoff and will receive the special separation allowance described below.
- 8.4 An employee entitled to the special separation allowance will receive three (3) weeks of pay based on the employees average weekly non-overtime base wages and gratuity payments received over the previous twelve (12) months for each completed twelve (12) months of continuous employment for a minimum of six (6) weeks up to a maximum of sixty-six (66) weeks. This amount includes all payments that are required under the Ontario Employment Standards Act.
- 8.5 If individuals who are employed in comparable and similar jobs not in the bargaining unit are also laid off as part of the decision and receive separation or severance allowances calculated on a formula that, if used for bargaining unit employees, would provide for greater special separation allowances, the formula used for non-bargaining unit individuals will be substituted for the formula set out in 8.4
- 8.6 An employee who receives the special separation allowance will be deemed to have abandoned any right to be recalled. However, an employee may elect to maintain the right to be recalled under the Collective Agreement and not receive the special separation allowance.
- 8.7 To assist the displaced employee in his or her employment relocating and retraining efforts, the company will provide a package of support and counsel comprised of group seminars and individual counselling for up to four (4) months duration.
- 8.8 Displaced employees may apply for any available position at the Tower. If they qualify and are hired, they will receive the same post-hiring training as other successful candidates would receive in a similar role.



## ARTICLE 9 - LEAVE OF ABSENCE

- 9.1 Employees requesting leave of absence shall make written application to their department head at least two (2) weeks prior to the commencement date of such leave of absence. The Company may, at its discretion, grant such leave of absence for a period of up to three (3) months provided the services of the employee are not immediately required and there is an employee available who has the qualifications to perform the work. Any outstanding vacation and General Holidays shall be included in the period of leave of absence unless such vacation has already been scheduled in which case it shall be taken when so scheduled. Such leave shall be granted in writing with a copy to the Local Chairperson.
- 9.2 Leave of absence may be extended in writing by the Company upon application in writing from the employee; provided such application is received at least three (3) calendar days to the expiration of the leave of absence. Seniority shall not accumulate during any extended leave of absence.
- 9.3 An employee who fails to report for duty on or before the expiration date of a leave of absence shall, unless the Designated Human Resources representative is advised of exceptional circumstances, forfeit her/his seniority and her/his name will be removed from the seniority list.
- 9.4 Absolute proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time.
- 9.5 Leave of absence shall not be granted to enable an employee to work outside the Company's service, except for reasons of health, other exceptional circumstances, or by agreement between the Company and the Accredited Representative.
- 9.6 An employee elected as a salaried representative of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.
- 9.7 For approved Union business leaves of absence (except those under 9.6 above), the company will continue an employee's pay and will bill the Union for reimbursement. For such leaves, the union will reimburse for lost hours at the straight time hourly rate plus an amount for benefit costs, vacation pay and pension contributions. The Union agrees to pay such invoices within thirty (30) days. As much advance notice as possible will be given by the Accredited Representative and/or Local Chairperson prior to the effective date of the requested leave of absence.
- 9.8 The Company and the Union may jointly discuss employee requests for unpaid extended leaves of absence to attend an educational institution. Such requests will be dealt with on the following basis:

- (a) the leave shall be taken only in the period from November 1<sup>st</sup> of any year to April 30<sup>th</sup> of the following year;
- (b) only employees with five (5) or more years of service shall be entitled to apply for such leaves;
- (c) an employee shall be limited to one (1) such leave during his/her career at the Company; and
- (d) the granting of the leave shall be at the sole discretion of the Company.

9.9 An employee wishing to return from leave of absence prior to the expiration of his/her approved period of leave must advise her/his Supervisor at least three (3) days in advance of the date upon which he/she wishes to return to work. The Supervisor will, if such leave is due to illness, make every effort to change the work schedule to accommodate the returning employee but, if this is not possible, the employee shall return at the earliest possible date following the receipt of such notification by the Supervisor. If the leave were for other reasons, the employee will resume her/his duties at a time specified by the Company.

9.10 The name of an employee who is on authorized leave of absence shall be retained on the seniority list.

9.11 The Company agrees to grant maternity and paternity leave in accordance with the provisions of the *Employment Standards Act*.

## **ARTICLE 10 – HUMAN RIGHTS AND ACCOMMODATION**

- 10.1 The Company, the Union and the Employees agree that there shall be no discrimination or harassment contrary to the *Ontario Human Rights Code* because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.
- 10.2 The Union and Canada Lands agree that in returning a disabled employee to the workplace any accommodation shall be in accordance with the *Ontario Human Rights Code*.
- 10.3 The Company shall furnish the Union Chairperson with full particulars of each accommodation where seniority rights are affected.

## ARTICLE 11 - HOURS OF SERVICE AND DAYS OFF

- 11.1 The hours of service and days off of all full time and part time employees shall be posted in each department seventy two (72) hours before the commencement of such work schedule in accordance with Article 10.5. If the hours are changed following posting, the employee will be notified accordingly. Because of the seasonal nature of the Tower operation, days of service and hours of work may vary; such variations not being inconsistent with the terms of this Agreement, the intent being to provide maximum service to the guest at all times and to retain a steady full-time and part-time work force throughout the year.
- 11.2 The regular starting time shall not be changed by more than two (2) hours without at least thirty-six (36) hours notice to the employee affected, except when the change is due to employee sickness or other unforeseen circumstances.
- 11.3 Split shifts assignments will be confined to not more than two (2) shifts per day and unless mutually agreed otherwise a minimum scheduling of three (3) hours work will be assigned to the first tour of the split. A maximum of eight (8) or ten (10) hours work within a spread of twelve (12) consecutive hours in any day, due regard being given to Article 11.1. No employee shall be required to work more than four (4) split shifts per week schedule unless it is by mutual agreement.
- 11.4 The hours off duty between two consecutive assignments two (2) working days shall be no less than eleven (11) in accordance with the *Employment Standards Act*.
- 11.5 Days of service may, on seventy-two (72) hours notice, be re-assigned by the Company in accordance with the seniority provisions of this Agreement. In such event, the employee affected shall be personally notified.
- 11.6 A meal period shall not be less than thirty (30) minutes nor more than one (1) hour unless otherwise mutually agreed.
- 11.7 Full-time employees will be assigned two (2) or three (3) days off duty in accordance with their work schedule and part-time employees one (1) day off duty, with preference being given on the basis of seniority within the group. Such assigned days off shall, as far as practicable, be consecutive.
- 11.8 In the event that the Tower is temporarily closed, due to unavoidable circumstances, regularly scheduled employees who have not been advised and who report for duty shall be paid fifty per cent (50%) for their normally scheduled hours on that day.
- 11.9 The maximum hours of any regular assignment shall not exceed ten (10) hours in any one (1) day exclusive of meal periods.

- 11.10 Unless any part of the Tower is temporarily closed as described in Article 11.8 an employee reporting for duty on his/her assigned shift shall be paid for his/her full assignment unless he lays off of his/her own accord.
- 11.11 Wherever possible and practical, the Company shall try to maximize normal hours of work for full time employees. In the summer months, every effort will be made to give full time and part time employees as many normal hours within a normal five-day work week.
- 11.12 Subject to 11.13, employees working a full shift shall be allowed two ten (10) minute rest breaks each day, one during the first half of the shift and one during the second half of the shift. Such rest breaks shall be assigned with due regard for the demands of the service of the Tower.
- 11.13 Kitchen and Bar employees working a full shift shall be allowed two fifteen (15) minute rest breaks each day, one during the first half of the shift and one during the second half of the shift. Such rest breaks shall be assigned with due regard for the demands of the service of the Tower.
- 11.14 Upon weekly request by the Local Chairperson or President, the Director of Operations will provide a copy of a finished work schedule including amendments and changes. Any issue arising from the schedule provided will be raised promptly by the Union.
- 11.15 If an employee is requested by management to work through his or her rest period in accordance with articles 11.12 and 11.13, he or she will be paid straight time in lieu and this time will not be considered overtime if this time puts them over 40 hours in a week. Employees will be obligated to notify their manager at the end of his or her shift that they did not get the opportunity to utilize their rest period during his or her current shift.

## ARTICLE 12 - OVERTIME

- 12.1 Except as otherwise provided by this Agreement, authorized time worked by full-time employees in excess of an employee's regularly scheduled hours continuous with, before or after the normal daily hours of his/her assignment shall be considered as overtime and shall be paid for at one and one-half times his/her hourly rate in fifteen (15) minute increments.
- 12.2 Authorized time worked by full-time employees in excess of forty (40) hours per week shall be paid at time and one-half their regular rate of pay.
- 12.3 Full-time employees shall be compensated at overtime rates for all time worked on their regularly assigned days off and shall be allowed a minimum of four (4) hours for four (4) hours work or less at overtime rates, with the following exceptions; - permanent employees in the classifications of Captain, waiter, waitress and stool bartenders shall be allowed a minimum of three (3) hours for three (3) hours work or less at overtime rates.
- 12.4 Part-time employees shall be paid overtime at time and one-half their regular rate of pay for time worked in excess of eight (8) hours in a day, forty (40) hours in a week and for time worked on the seventh consecutive day.
- 12.5 Where regular assignment provides for a longer than normal working day, e.g. nine (9) or ten (10) hours, the overtime provided for in Articles 12.1 and 12.4 shall be paid for hours worked in excess of the normally assigned hours.
- 12.6 Time worked by employees in excess of the regularly assigned hours shall be paid at the employee's straight time hourly rate when such excess time is due to the application of seniority provisions.
- 12.7 An employee shall not be required to suspend work during regular hours to absorb overtime.
- 12.8 An overtime call may be considered cancelled only if the employee is contacted before leaving his/her home.
- 12.9 No overtime shall be worked except by direction of proper authority. Every effort will be made to avoid the necessity of overtime; however, when conditions necessitate, employees will perform authorized overtime work as locally arranged in writing with preference being given to senior employees who may decline such work, provided a less senior qualified employee is available to perform the work.
- 12.10 Hours worked as a result of shift changes made between employees at the request of any such employee will not create payment of overtime.

## **ARTICLE 13 - RATES OF PAY**

- 13.1 Rates of pay listed in this article shall apply during the term of this Agreement, subject to all other provisions of the Agreement.
- 13.2 An employee temporarily assigned to a higher-rated position for three (3) hours or more shall receive the higher rate during such temporary assignment. A temporary assignment to higher-rated position contemplates the entire fulfillment of the duties and responsibilities of the position during the time occupied. Assisting a higher-rated employee due to a temporary increase in the volume of work or performing part of the function of a higher-rated position without assuming entire responsibility does not constitute a temporary assignment to a higher-rated position.
- 13.3 An employee temporarily assigned to a lower rated position shall not have his/her rate reduced.
- 13.4 Rates for newly created positions shall be in conformity with the rates of pay for positions of similar kind or class. Such rates of pay must be mutually agreed upon.
- 13.5 No change shall be made in the agreed hourly rate of pay for an individual schedule where duties and responsibilities are relatively similar to those in the respective group. However, where an employee's duties and responsibilities are increased over those in the group, or where the demand in the labour market justifies an increase in the rate of pay for a particular classification, a higher rate may be established and paid by the Company with the approval in advance of the local President or Chairperson who shall be kept advised of any such proposed increases.
- 13.6 Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.

**SENIORITY SECTION - 360 RESTAURANT**

<b><u>JOB CLASSIFICATION</u></b>	June 1 2004	June 1, 2005	June 1, 2006
Captain Waiter	\$9.32	\$9.42	\$9.51
Service Head Bartender	\$15.05	\$15.35	\$15.65
Bartender – Service	\$13.85	\$14.13	\$14.41
Waiter/Waitress	\$8.67	\$8.75	\$8.84
Busperson	\$10.29	\$10.39	\$10.50
Barperson	\$12.12	\$12.36	\$12.61

**SENIORITY SECTION – HORIZONS**

<b><u>JOB CLASSIFICATION</u></b>	June 1 2004	June 1, 2005	June 1, 2006
Bartenders	\$11.91	\$12.15	\$12.39
Barperson	\$12.12	\$12.36	\$12.61
Cocktail Waiter/Waitress	\$8.67	\$8.75	\$8.84
Nightclub Attendant	\$12.55	\$12.92	\$13.31

**SENIORITY SECTION – FOOD FAIR**

<b><u>JOB CLASSIFICATION</u></b>	June 1 2004	June 1, 2005	June 1, 2006
Head Counter Attendant	\$14.00	\$14.42	\$14.85
Counter Attendant	\$12.88	\$13.26	\$13.66



SCHEDULE "A" CONTINUED:

**SENIORITY SECTION – KITCHEN**

<u>JOB CLASSIFICATION</u>	June 1 2004	June 1, 2005	June 1, 2006
Chef de Partie I	\$19.63	\$20.22	\$20.83
Chef de Partie II	\$17.75	\$18.28	\$18.83
First Cook	\$15.92	\$16.40	\$16.89
Second Cook	\$14.65	\$15.09	\$15.54
Kitchen Attendant	\$13.42	\$13.82	\$14.24
Apprentice Cook			
Production Cook	\$20.65	\$21.27	\$21.91
Butcher	\$21.22	\$21.85	\$22.51

**SENIORITY SECTION – STEWARDING**

<u>JOB CLASSIFICATION</u>	June 1 2004	June 1, 2005	June 1, 2006
Storekeeper	\$16.63	\$17.13	\$17.65
Receiver	\$15.50	\$15.97	\$16.45
Assistant Steward	\$14.73	\$15.17	\$15.63
Night Cleaner	\$14.08	\$14.50	\$14.94
Utility Attendant	\$12.83	\$13.22	\$13.62
Linenkeeper	\$14.16	\$14.59	\$15.02
Assistant Linenkeeper	\$12.83	\$13.22	\$13.62
Night Cleaner Supervisor	\$15.85	\$16.33	\$16.82
Assistant Receiver	\$12.59	\$12.96	\$13.35
Head Reservations Clerk	\$15.43	\$15.89	\$16.37
Host/Hostess	\$13.51	\$13.91	\$14.33
Cloakroom Attendant	\$12.77	\$13.15	\$13.55
Head Hostess	\$15.43	\$15.89	\$16.37

**ARTICLE 14 - GENERAL HOLIDAYS**

14.1 The following days shall be holidays, namely:

- |                  |               |
|------------------|---------------|
| New Year's Day   | Good Friday   |
| Victoria Day     | Canada Day    |
| Civic Holiday    | Labour Day    |
| Thanksgiving Day | Christmas Day |
| Boxing Day       |               |

Remembrance Day shall be replaced with a Floating Holiday to be taken during each 12 month period of operation of this agreement, commencing June 1<sup>st</sup>, on a day to be agreed on between the employee and the company.

Effective June 01, 1980, the employee's anniversary date of employment.

14.2 To be eligible for a general holiday with pay, employee must:

render a minimum of one (1) day's compensated service within the five (5) work days immediately preceding the holiday and a minimum of one (1) day's compensated service within the five (5) work days immediately following the holiday. Part-time employees will be compensated for statutory holidays in accordance with the provisions made under the Employment Standards Act of the Province of Ontario. An employee absent on account of vacation with pay shall be considered as having rendered compensated service on such vacation days for the purpose of the application of this Article. Should an employee be prevented either by illness, authorized leave of absence, or injury, other than one entitling him/her to receive Workplace Safety & Insurance Board payments, she/he shall be considered eligible for pay for the general holiday, provided she/he has rendered a minimum of one (1) day's compensated service within the five (5) work days immediately following the holiday.

14.3 An employee qualified for holiday pay in accordance with Article 14.2 who is not required to work on the above-mentioned holidays shall receive her/his regular rate of pay for one (1) normal day's work.

14.4 If an employee who is eligible for a general holiday with pay is required to work on a holiday, she/he shall be given time and one-half off with pay in lieu (one and one-half days when applicable). Whenever possible, such time will be consecutive with the employee's regularly assigned days off and at a time which is convenient to the employee. This provision shall not apply to the employee's anniversary date of employment in which case one (1) regular day off with pay in lieu thereof shall apply.

In the application of the above clause, and provided there are more than eight (8) employees in a job classification, should more than one employee request that a general holiday be assigned consecutively with regularly assigned day

off, and such request is made fourteen (14) calendar days prior to the working schedule been posted, such request will be granted to not more than two (2) employees in the same job classification and in the same scheduled work week.

- 14.5 Failing the granting of time off in lieu of holidays worked, an employee will be paid for the work she/he was required to perform within regularly-assigned hours at time and one-half her/his hourly rate, due regarding being given to Article 14.2.
- 14.6 An employee who qualifies for a holiday with pay in accordance with this Article will not be compensated for a holiday if she/he fails to report for duty on the day of the holiday is so requested, due regard being given to Article 14.2.
- 14.7 If an employee who is eligible for a general holiday with pay is required to work on Christmas Day, she/he shall be paid, in addition to her/his regular rate of pay, for one (1) normal day's work, time and half for all time worked.

## ARTICLE 15 - VACATIONS

- 15.1 An employee who at the beginning of the calendar year has less than one (1) year of continuous employment with the Company is entitled to one (1) day of vacation per complete month of employment, up to a maximum of ten (10) working days and to a vacation payment equal to four percent (4%) of his/her previous year's gross earnings with the Company.
- 15.2 An employee who at the beginning of the calendar year has completed one (1) year of continuous employment with the Company, but less than five (5) years, is entitled to two (2) weeks of vacation paid at four percent (4%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 15.3 An employee who at the beginning of the calendar year completed five (5) years of continuous employment with the Company but less than ten (10) years, is entitled to three (3) weeks of vacation paid at six percent (6%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 15.4 An employee who at the beginning of the calendar year completed ten (10) years of continuous employment with the Company is entitled to four (4) weeks of vacation paid at eight percent (8%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 15.5 An employee who at the beginning of the calendar year completed nineteen (19) years of continuous employment with the Company is entitled to five (5) weeks of vacation paid at (10%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 15.6 Applicants will be advised on December 31 by posting of dates allotted them and, unless otherwise mutually agreed, must take their vacation at the time allotted.
- However, an employee requesting not to take their allotted vacation, employees within the same job classifications will be allowed to request the opportunity to reschedule their vacation.
- 15.7 A vacation list will be posted in each department or sub-department by October 15 of each year. Applications filed prior to December 1, insofar as it is practicable to do so will be allotted in order of seniority of applicants, within a classification within a department or sub-department. Unless otherwise authorized by the officer in charge, the vacation period will be continuous.
- 15.8 Unless otherwise mutually agreed, employees who do not apply for vacation prior to December 1 shall be required to take their vacation at a time to be prescribed by the Company.

- 15.9 Vacation days shall be exclusive of the assigned rest days and the general holidays specified in the Agreement.
- 15.10 Unless otherwise mutually agreed between the Company and the Local Chairperson, those employees who fail to choose a date within three (3) days of being requested to do so, shall forfeit any such preference until all other employees in their classification and department or sub-department have made their choice.
- When the vacation periods have been assigned, there will be no change unless it is of an emergency or compassionate nature and mutually agreed between the Company and the Local Chairperson.
- 15.11 Vacation credits shall not be cumulative from year to year except by written approval of the Designated Human Resources Representative of Canada Lands and in any event employees shall not be allowed to waive vacation. In the event is approved, such vacation shall be paid at the rate in effect during the year it would normally be taken.
- 15.12 An employee will be compensated for vacation at the rate of the position which he/she would have filed during such vacation period.
- 15.13 An employee who has been entitled to a vacation with pay shall be granted such vacation within the twelve (12) month period immediately following the closure of the Vacation list referred to Article 15.6 which list is posted following the completion of the calendar year of employment in respect of which the employee became entitled to vacation. Because of the seasonality of the operation, only one (1) employee per job classification may be on vacation at any one time for a period of not more than two (2) weeks between May 15 and October 15. The company, however, will give serious consideration to requests, due to special circumstance, for vacation during this period and agrees not to abuse its discretion in this matter.
- 15.14 An employee who is laid off shall be paid for any vacation due him/her at the beginning of the current calendar year and not previously taken and, if not subsequently recalled to service during such year, shall upon application, be allowed pay in lieu of any vacation due him/her at the beginning of the following calendar year.
- 15.15 Notwithstanding the provisions of 15.2, 15.3 and 15.4, an employee who has taken leave of absence during the previous year will be paid for vacation on the percentage of gross earnings.
- 15.16 Full-time employees will have priority over part-time employees in picking vacation.

## **ARTICLE 16 - DISABILITY COVERAGE**

- 16.1 Full-time employees who have completed ninety (90) days of continuous employment shall be eligible for disability benefits beginning on the first day in the event of an accident not subject to Workplace Safety & Insurance Board and beginning on the third day in the event of sickness. Benefits are calculated on the basis of seventy-five per cent (75%) of an employee's basic rate of pay and are payable for up to a maximum of seventeen (17) weeks per year non-cumulative. In the event that an employee's sickness results in hospitalization during the period of such sickness, benefits shall commence from the first day of sickness.
- 16.2 The Company reserves the right to change insurance companies or to self-insure, as the case may be, on the understanding that the benefits forthcoming to the employees are not affected by such change.
- 16.3 An employee injured on the job and required to go to a physician's office or hospital will be provided free transportation by the Company, and where necessary, back to the Company's premises or his or her home.
- 16.4 If an employee is injured on the job during regular working hours and as a result of being properly authorized to leave work, does not perform all regularly scheduled working hours of the shift on such day, the Company will make up his pay for his regularly scheduled hours so lost, at his base hourly rate of pay exclusive of premiums.

## ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.1 The parties to this Agreement agree that all steps shall be taken to assure that grievances shall be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stage of the Grievance procedure. It is understood that a reasonable amount of time may be spent by members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that the members of the Union Grievance Committee will cooperate with the Company in not conducting investigations in a manner which will unduly interfere with the Company's operations. The Company agrees that it shall not prevent the Committee from properly fulfilling its obligations to investigate and settle grievances.
- 17.2 The Grievance Procedure shall apply equally to grievance lodged by a group of employees and be processed as an individual grievance.
- 17.3 An employee who believes he/she has been or is being unjustly dealt with, or that any provisions of the Collective Agreement have not been complied with, the employee with his/her Representative, if he/she so desires will, within five (5) calendar days of the alleged violation bring this to the attention of his/her Supervisor. After discussion with his/her Supervisor, if the matter is not settled satisfactorily, the following steps in the Grievance procedure shall apply:

### Step One:

The grievance shall be in writing. The Local Chairperson or his/her Representative shall present the grievance to the Director of Operations and the Senior Manager of Human Resources or his/her Representative within ten (10) calendar days from the date the grievance originated. The Senior Manager of Human Resources shall answer the grievance in writing within ten (10) calendar days after the grievance was presented.

### Step Two:

Within ten (10) calendar days of receipt of the decision under Step One, the Local Chairperson and/or a Union Representative may appeal the case to the General Manager and/or designated Management employee of Canada Lands. The General Manager and/or designated Management employee will arrange and chair a meeting of the interested parties within fifteen (15) calendar days so that related facts will be subjected to examination. A written decision shall be rendered within fifteen (15) calendar days of hearing the appeal.

Step Three:

Should the Union disagree with the decision stated in Step Two, it may within sixty (60) days advise the General Manager and/or designated Management employee of Canada Lands by letter of his/her intention to refer the grievance to arbitration in the manner prescribed in Article 16. The General Manager and/or designated Management employee upon receipt of the letter, will respond within ten (10) calendar days if he/she decides to change the decision rendered in the particular case.

- 17.4 All time limits are specified herein for the grievance procedure may be extended, but only by mutual agreement and confirmed in writing.
- 17.5 In cases when an employee is investigated as a result of an alleged misdemeanour, the Director of the related department or their designated representative and/or the Senior Manager of Human Resources will investigate the incident with all related parties prior to the issuance of a formal document.
- 17.6 An employee who had completed his/her probationary period will not be disciplined in excess of a written reprimand without a proper hearing.
- 17.7 Notwithstanding complaints from guests, the Company shall not inscribe on the record of any employee any complaint lodged more than fifteen (15) days after the incident within the Tower comes to the attention of Management. An employee shall be notified of anything inscribed on his/her record.
- 17.8 Any formal entry which relates to an employee's conduct and which could be used for the purpose of administration of discipline shall be placed in an employee's file for a period of one (1) year and then removed. However, in the case of incidents of a like nature, the formal entry will be held on an employee's file for a period of two (2) years and then removed. A copy of all such entries or documents shall be sent to the employee and to the Local Chairperson at the time any entry or document is placed on the file and both the Union and the employee shall be required to acknowledge receipt of same. Any written reply from the Union shall be placed on the employee's file.
- 17.9 Any discipline assessed will be imposed without delay.
- 17.10 In case of discipline involving potential suspension the Senior Manager of Human Resources shall meet with the Local Chairperson, the employee and his/her Supervisor, to discuss the offence in question. Within three (3) days of such discussion, the employee will be notified of any discipline in writing and the Local Chairperson will be provided with a copy. Unless the nature of the offence warrants it, the employee will not be held out of service pending discipline.



17.11 When the nature of the alleged offence is one in which dismissal is contemplated, no employee may be held out of service for investigation of any charges against him/her for a period longer than three (3) working days, unless mutually extended by the Local Chairperson and the Company, without the holding of a hearing. The employee must be notified at least one (1) working day in advance of such a hearing.

The employee or his/her representative shall be given in writing a complete list of the charges against him/her and any evidence to substantiate those charges known to the Company at the time when notified of the hearing. At the hearing the Company shall present all the evidence and/or available witnesses or evidence to support their charges and the employee may present available evidence or witnesses to support his/her case. The employee must also be represented by the local Union representation, and/or an accredited representative of the CAW. The Company will render its decision of the hearing in writing within three (3) calendar days thereafter. If the employee is not satisfied with the decision, he/she may process his/her case further, commencing at Step Two of the grievance procedure.

17.12 Should the employee be exonerated, he/she shall be paid at his/her regular rate of pay for any time lost, and the record of the employee shall be cleared of the alleged offence.

17.13 The settlement of any dispute shall not under circumstances involve retroactive pay beyond a period of ninety (90) calendar days prior to the date that such grievance was submitted at Step One of the grievance procedure.

17.14 Where a grievance other than one based on a claim for unpaid wages is not progressed by the CAW within the prescribed time limits, the grievance will be considered to have been dropped. Where a decision with respect to such a grievance is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance will be processed to the next step of the grievance procedure.

17.15 When a written grievance based on a claim for unpaid wages is not progressed by the CAW within the prescribed time limits, it shall be considered dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement.

17.16 The time limits as provided under this Article will apply equally to grievances originating with the Company and may be extended by mutual agreement in writing.

17.17 Where the term "calendar days" is used, Saturdays, Sundays and holidays are excluded.

## ARTICLE 18 - ARBITRATION PROCEDURE

- 18.1 Provision shall be made in the following manner for the final and binding settlement, without stoppage of work, of differences or disputes which arise concerning the application or interpretation of this Agreement governing rates of pay and working conditions which cannot otherwise be disposed of between officers of the Company and the CAW.
- 18.2 A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he/she has been unjustly disciplined or discharged and which is not settled at Step Two may, within sixty (60) days of a decision rendered at Step two, be referred by either party to an arbitrator for final and binding settlement without stoppage of work. In the event of the failure of the parties to agree upon the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour of the Province of Ontario, who shall choose the arbitrator.
- 18.3 When an employee has been found to have been unjustly dealt with, the arbitrator shall have the power to order reinstatement with or without compensation as he/she sees fit.
- 18.4 The Company's policies and procedures are specifically excluded from the jurisdiction of the arbitrator. He/she shall not have any jurisdiction or authority to alter or change any of the provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 18.5 The time limits as provided herein may be extended by mutual agreement and confirmed in writing.
- 18.6 The parties agree to utilize the following panel of arbitrators on a rotational basis for cases referred to arbitration:
- (1) M. Picher
  - (2) B.L. Welling
  - (3) T. Wacyk
  - (4) K.A. Hinnegan

## ARTICLE 19 - TRAINING

19.1 Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose, opportunity shall be afforded in their own time and/or during their regular working hours provided that such arrangements do not interfere with the performance of their regularly-assigned duties. The Company may also for this purpose make arrangements with the employees to exchange positions temporarily, without effect upon the rates of pay of the employees concerned. The Local Chairperson will be advised when employees exchange positions in accordance with the Article.

### 19.2 Training During Normal Working Hours

An employee required by the Company to take training during his/her normal working hours will be paid his/her regular rate of pay while in training.

The company will consult with the Union on Training schedules for existing employees no less than twenty-one (21) days prior to the commencement of any course that is to be provided to employees in the bargaining unit.

### Training Outside Normal Working Hours

An employee required by the Company to take training outside his/her normal working hours will be compensated at his/her regular rate of pay while in training.

### Voluntary Training

Where training facilities are provided by the Company on a voluntary basis, an employee taking advantage of such training will not be compensated.

19.3 It shall be the policy of the Company to cooperate in every practical way with employees who desire advancement to official or accepted positions. Accordingly, such employees who make application to the Designated Human Resources representative stating their desire, qualifications and experience will be given consideration for openings, provided they have the necessary capabilities.

19.4 Employees will be required to provide on the job training to fellow employees as directed by the Company.

19.5 The Company agrees to pay into a special fund three cents (\$0.03) cents per hour per scheduled employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund

established by the National Union, CAW and sent by the Company to the following address:

CAW Paid Education Leave Program

R.R. #1

Port Elgin, Ontario NOH 2C5

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

## **ARTICLE 20 - ATTENDING COURT**

- 20.1 An employee who loses time by being required, in a case in which the Company is involved, to attend court or coroner's inquest, or to appear as a witness, shall be paid for time lost. If no time is lost, such employee shall be paid for actual time held, with a minimum of four (4) hours at one and one-half (1 1/2) times his/her hourly rate.
- 20.2 A full-time or part-time employee who has completed his/her probationary period and who is summoned for jury duty and who is required to lose time from his/her assignment as a result thereof, shall be paid for actual time lost with a maximum of one (1) day's pay at the straight time hourly rate of his/her position for each day lost, less the amount allowed for jury duty for each such day.

To be eligible for this compensation, the employee must furnish the Company with a statement from the court, of jury allowances paid and the days on which jury duty was performed.

## **ARTICLE 21 - MISCELLANEOUS**

### **21.1 Uniforms and Work Clothes:**

Employees required to wear uniforms shall be supplied them by the Company free of charge. Necessary valet and laundry service for such uniforms shall also be supplied by the Company.

### **21.2 Posting of CAW Notices:**

Notices of interest to employees may be posted on the premises by the CAW in a location agreed to by the Company. A notice board for this purpose shall be provided by the Union.

### **21.3 Bereavement:**

In the case of bereavement, a permanent employee having at least six (6) month's service shall be granted five (5) day's leave of absence without loss of pay in the following instances: death of a parent or guardian, spouse, same sex spouse/partner or child and three (3) day's leave of absence without loss of pay for the death of a brother, sister, father-in-law, mother-in-law and grandparents, an employee will be allowed one (1) day leave of absence without loss of pay to attend the funeral services in the case of brother-in-law and sister-in-law. If requested, the employee must provide adequate evidence of bereavement, to the Human Resources Department upon his/her return from leave.

### **21.4 Employee Liability:**

Employees shall be held responsible for the full amount of the Employee Sales Summary Reports from various systems operated by employees. Unless negligence is established, employees shall not be required to pay for lost, broken or damaged equipment. In the eventuality that a mishandled credit card voucher or other type of payment is returned to the Company, the employees shall be held responsible if he/she has been notified within thirty (30) calendar days of such return, employees shall reimburse the Company within fourteen (14) calendar days following notice.

In the event that a guest walks out without paying the employee shall only be held responsible for the loss after a meeting with the Union and Management. The employee will have 14 days to pay if found to be negligent.

### **21.5 Labour-Management Consultation Committee:**

The Company and the Union agree to cooperate in the establishment and operation of a Joint Labour-Management Consultation Committee, composed of an equal number of representatives of the Company and its employees,

and governed by rules and regulations mutually drawn up and agreed upon. The object of this Committee shall be:

To provide and facilitate cooperation and participation in bringing forward ways and means of improving productive efficiency, health, safety, promoting fuller understanding and maintaining harmonious mutual relations between them.

Labour Management meetings shall take place at least every three (3) months and shall be attended by up to three (3) members of the Union and up to three (3) members of Management.

21.6 An employee who is dismissed or who leaves the service with due notice shall, upon request, be given the usual certification of service and will be paid as soon as possible.

21.7 Locker and Washroom Facilities:

Each employee shall be provided with his/her own locker, and washroom facilities shall be maintained in a clean and sanitary condition by the Company. Employees will assist in the maintenance of these standards.

Inspection of employee lockers shall not be carried out unless an officer of the Union is present or, in the event of a single inspection, the individual is present.

21.8 An employee who is required to attend a medical examination shall not be required to do so on his/her assigned rest days. When such an examination takes place during normal working hours, the employee shall be compensated for time lost. When the company requires a note from the doctor the company will pay for two doctor notes up to twenty dollars (\$20.00) per note to a maximum of forty dollars (\$40.00) per calendar year.

An employee who is scheduled to work and is unavailable due to sickness may be required to provide a doctor's note upon request after the third (3<sup>rd</sup>) day. The cost of the note will be covered by the Company. The Manager may, in his or her discretion, request a medical certificate after one (1) day in reasonable circumstances.

21.9 Upon submission of formal resignation from the Company's service, and having fully exercised seniority in their seniority group, or groups, severance pay shall be granted to regular full-time employees with at least five (5) years' service, whose services are terminated through technological change, in the amount of one (1) week's pay for each year of service with the Company.

21.10 Each full-time employee who is employed in the Kitchen and has completed probation will receive an annual kitchen tool allowance of \$100. Each kitchen employee will be required to have the tools contained in the basic tool list:

- (1) French knife
- (2) Boning knife
- (3) Paring knife
- (4) Slicer/carving knife
- (5) Peeler
- (6) Steel
- (7) Tongs
- (8) Palette knife
- (9) Piping bags and tips
- (10) Tool box or secure wrap set
- (11) Meat fork
- (12) Temperature Gauge
- (13) Slotted Spoons
- (14) Ladles

21.11 The Company will undertake the responsibility for the printing of the collective agreement as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

21.12 Safety Shoes:

June 1, 2004	\$80.00 reimbursement
June 1, 2005	\$90.00 reimbursement
June 1, 2006	\$100.00 reimbursement

21.13 No employee will be disciplined who has refused to perform certain work because she has reason to believe that the work is likely to endanger herself or another employee, provided that the employee has complied with the procedures set out in the *Occupational Health and Safety Act* regarding work refusals.

21.14 The Union agrees to provide to the General Manager of the Restaurant with an agreement amongst gratuity earners setting out how gratuities will be shared in 360 and Horizons. The agreement will be provided to the Tower within 30 days of signing the collective agreement.



## **ARTICLE 22 - TERMINATION OF EMPLOYMENT**

- 22.1 An Employee shall be deemed terminated if he or she fails to show up or report for work for four (4) consecutive shifts without explanation.

**ARTICLE 23 - HEALTH & WELFARE**

23.1 Waiting Period

A full-time employee who has completed his or her probationary period and has ninety (90) days of continuous employment will be entitled to participate in all group benefit plans provided for under the collective agreement.

23.2 Death Benefit

Should an employee who is enrolled in the Health and Welfare plan die, the benefit coverage will continue for the six (6) months after the date of death for any dependents already being provided benefit coverage through the employee.

23.3 Dental Plan

The company will provide a basic dental plan for full-time employees and their dependants provided such employees have completed a minimum of ninety (90) days of continuous employment.

The yearly max for preventative and basic dental coverage shall be \$1000.

ODA Fee Guide in use shall be one year behind.

23.4 A major restorative plan is in effect. The Company will share the cost of the billed premiums with employees on the basis outlined below:

July 1, 2004	50% Company paid
June 1, 2005	70% Company paid
June 1, 2006	100% Company paid

The employee portion of the premiums will continue to be paid through payroll deductions.

The yearly maximum for major restorative coverage shall be \$1,000.

23.5 Same Sex

The group benefits contained in the collective agreement shall apply to same sex spouses/partners in the same way that they apply to spouses. For this purpose, same sex spouse/partner shall mean a person with whom the employee is living in a conjugal relationship and has been so cohabiting continuously for a period of not less than one (1) year and who has been represented and recognized as the employee's spouse/partner

23.6 Major Medical

The payment of premiums for full-time employees who have completed ninety (90) days of continuous employment shall be as follows:

<u>Pays</u>	<u>Company Pays</u>	<u>Employee</u>
Single Coverage	100%	0%
Dependent Coverage*	80%	20%
Dependent Coverage**	100%	0%

\*Less than 9 years of continuous employment;  
continuous employment

\*\* 9 or more years of

The maximum amount to be reimbursed for a dispensing fee for prescription drugs shall be \$7.00 per prescription. There shall be a \$2.00 deductible per prescription. In the event that the average dispensing fee at the three major supermarket chain stores increases to more than \$7.00, the maximum dispensing fee referred to above shall be increased to such average. The maximum annual coverage on extended healthcare will be \$10,000.00.

### 23.7 Eye-glasses

Each full-time employee who has completed ninety (90) days of continuous employment will receive up to a maximum of \$250.00 every two (2) years for prescription eye-glasses for the employee and/or the employee's dependents, payable upon presentation of appropriate receipts.

### 23.8 Chiropractic

Coverage on Chiropractic Services by covering the first claim after OHIP payment is made up to a maximum of \$500.00 per insured person per year.

Life Insurance employees,

Two times annualized salary for eligible employees,  
Optional coverage available.

Accidental Death and Dismemberment employees.

Two times annualized salary for eligible employees.

### 23.9 Orthopaedic

Orthopaedic coverage up to a maximum of \$300.00 per insured person.

### 23.10 Canada Lands reserves the right to change insurance companies or to self insure, as the case may be, on the understanding that the benefits

forthcoming are not materially affected or the new benefit provider provides a benefit package that is a greater overall right or benefit.

## **ARTICLE 24 - PENSION PLAN**

- 24.1 Each full-time employee must join the plan on the first of the month after completing one year of continuous employment with the Tower.
- 24.2 The company will contribute 2.5% of the employee's annual earnings and will match any contributions made by the employee up to 1.5% of annual earnings per year. For this purpose, annual earnings means regular pay, overtime pay, group gratuities and any short term disability payments made to the employee.
- 24.3 As part of the plan, an employee may make additional voluntary contributions which will be treated as RRSP funds and can be withdrawn at any time by the employee.
- 24.4 The normal retirement date is age sixty five (65) but an employee can start receiving retirement income under the plan as early as age 55
- 24.5 Provision will be made to roll the former plan funds into a new voluntary group RRSP, whereby the employee can direct ongoing investment decision in tandem with their funds in the new pension plan.

**ARTICLE 25 - DURATION OF AGREEMENT**

This Agreement is in full settlement of all proposals on the Company as of June 1, 2004. This Agreement, except otherwise specified, shall become effective June 1, 2004 and shall remain in full force and effect until May 31, 2007 and therefore, subject to sixty (60) days notice in writing from either party thereto of its desire to revise, amend or terminate it; which notice may be served at any time subsequent to February 28, 2007.

SIGNED AT TORONTO, ONTARIO THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2004.

**For:**

**CANADA LANDS CLC LIMITED**

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

**For:**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA**

\_\_\_\_\_  
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## LETTERS OF UNDERSTANDING

### Letter of Understanding #1

May 31, 2004

Mr. Ron Smith  
Representative, CAW  
205 Placer Court  
WILLOWDALE ON M2H 3H9

Dear Ron:

**Re: Parking**

This concerns our discussions in contract negotiations with respect to the Collective Agreement between the CAW and Canada Lands Company.

During the above negotiations, we discussed the CAW's concern over parking for its members.

We do not have Tower parking currently available for any Tower employees.

You stated that as long as parking was available on Tower property, you wanted it to be available for employees.

We assured you that any parking becomes available to the Tower at any time during the life of this agreement on Tower property or close by will be made available to CAW members, Local 4271, and they will have the same rights of access to that parking as do all other hourly paid Tower employees.

Yours truly,

Brenda Buchanan  
Vice President, Administration  
Canada Lands CLC Limited

## Letter of Understanding #2

May 31, 2004

Mr. Ron Smith  
Representative, CAW  
205 Placer Court  
WILLOWDALE ON M2H 3H9

Dear Ron:

**Re: ESL**

The parties have discussed the value of providing support and training in English language skills to the Company's staff where the company considers such training is required. The Company will provide one hour per week of English language training at a facility mutually agreed by labour and management on Company time to those employees identified by the Company as requiring such training at a facility to be selected by labour and the Company. The Company will also provide a second hour of English language training to these employees which these employees may voluntarily attend on their own time.

Employees who are identified as requiring English language skills upgrading will be required to attend to the first hour of training to be conducted on Company time paid at straight time and are encouraged to remain for the voluntary second hour to be taken on the employee's own time.

Yours truly,

Brenda Buchanan  
Vice President, Administration  
Canada Lands Company CLC Limited



### Letter of Understanding #3

May 31, 2004

Mr. Ron Smith  
Representative, CAW  
205 Placer Court  
WILLOWDALE ON M2H 3H9

Dear Ron:

**Re: Season A**

In order to manage its operations, the Company will have the right to hire such casual employees as it may consider appropriate, to work during the five and one half (5 1/2) month period of May 15<sup>th</sup> to October 31<sup>st</sup> each year. The Company shall be entitled to use casual employees starting May 1<sup>st</sup> for only the following Kitchen positions: Chef de Partie, First and Second Cooks, Kitchen Attendant, Utility Attendant, Production Cook and Butcher. These casual employees will be outside the bargaining unit and not covered by the Collective Agreement. If the Company decides to hire a casual employee to work full-time after October 31<sup>st</sup>, the job classification will be posted as a vacancy under Article 7 of the Agreement. Any casual employee so hired will be credited with two (2) months of his or her company service for seniority purposes. In addition, such former casual employee will be on probation for thirty (30) days from the first day of full-time employment and will be eligible to participate in the Company benefit plans upon completion of probation.

Yours truly,

Brenda Buchanan  
Vice President, Administration  
Canada Lands Company CLC Limited

## Letter of Understanding #4

May 31, 2004

Mr. Ron Smith  
Representative, CAW  
205 Placer Court  
WILLOWDALE ON M2H 3H9

Dear Ron:

**Re: Meal Allowance**

It is the intent of the Company to provide a nutritional meal for union employees at the cost of \$4.00 for the lifetime of this agreement.

Yours truly,

Brenda Buchanan  
Vice President, Administration  
Canada Lands Company CLC Limited

## Letter of Understanding #5

May 31, 2004

Mr. Ron Smith  
Representative, CAW  
205 Placer Court  
WILLOWDALE ON M2H 3H9

Dear Ron:

**Re: Special One-Time Transition Retiring Allowance**

A full-time employee, having reached the age of 65, who retires from the employment of the Tower following the date of ratification of this Collective Agreement and before May 30, 2007, will receive a transition retiring allowance in the amount of one (1) week of pay (based on the employee's normal non-overtime hours of work) for each two (2) completed years of continuous employment.

As agreed, this letter will expire and cease to have effect as of May 30, 2007.

Yours truly,

Brenda Buchanan  
Vice President, Administration  
Canada Lands Company CLC Limited

## Letter of Understanding #6

May 31, 2004

Mr. Ron Smith  
Representative, CAW  
205 Placer Court  
WILLOWDALE ON M2H 3H9

Dear Ron:

**Re: Outside Catering**

When the Company engages in an outside catering contract, it will first offer the work in seniority order for that contract by a separate posted schedule to eligible employees or persons laid off with recall rights to the bargaining unit who are, in both cases, qualified and able to do the work required.

In order to be eligible, the person has to provide the company with a current telephone number where he/she can be personally contacted.

In order for an employee to be eligible for outside catering work, the work must not constitute overtime for the employee and, if worked, must not be likely to result in overtime being paid to the employee for that week, taking into consideration his or her work schedule.

If the company is unable to fill its work requirements within five (5) days of the event with eligible employees or persons, it may engage temporary help for the job as it sees fit. Articles 7, 10, 11 and 12 and the policy change-gratuity procedure provisions of the collective agreement do not apply to outside catering work.

The hourly rate for the outside catering job is \$17.00. Gratuities are not paid.

Yours truly,

Brenda Buchanan  
Vice President, Administration  
Canada Lands Company CLC Limited

## PART-TIME APPENDIX

1. The terms of the full-time agreement apply to the part-time employees, subject to any exceptions set out in this Appendix. Where the terms of this Appendix conflict with the collective agreement, this Appendix will prevail.
2. The following articles do not apply to the part-time employees:
  - (a) Contacting Out: 8.3 - 8.8
  - (b) Hours of Service and Days Off: 11.10
  - (c) General Holidays: 14.1 - 14.7
  - (d) Vacations: 15.1 - 15.15
  - (e) Miscellaneous: 21.3

The following articles will apply to part-time employees.

### 3. **Hours of Work**

- (a) An employee reporting for duty on his/her assigned shift shall be paid a three (3) hour minimum unless he or she declines the shift of his/her own accord.

### 4. **Definitions**

For the purpose of this Collective Agreement:

- (a) "Season A" means the period between May 15<sup>th</sup> to October 31<sup>st</sup> of each year. Season A will commence on May 1<sup>st</sup> for the following kitchen positions: Chef de partie, First and Second cooks, Kitchen Attendant, Utility Attendant, Production Cook and Butcher.
- (b) "Season B" means the period in between November 1<sup>st</sup> and April 30<sup>th</sup> of each year.
- (c) A "part-time" employee means a person employed up to 30 hours a week during Season B and up to 40 hours per week during Season A.
- (d) A "seasonal" employee means a person hired to work up to 44 hours per week for the term of Season A.

### 5. **HOLIDAYS**

- (a) Employees are entitled to the following public holidays with pay:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	December 26
Civic Holiday	Any other day prescribed as a public holiday

- (b) An employee shall be paid one and one half times his or her regular rate for work on a public holiday and plus his or her entitlement to holiday pay.
- (c) The amount of holiday pay shall be as prescribed by the *Employment Standards Act*.
- (d) An employee's entitlement to holiday pay is subject to the rules set out in subsection 27(4) of the *Employment Standards Act*.
- (e) An employee shall not lose the holiday pay if they have used an Emergency Leave Day under the *Employment Standards Act* on the day before or after the Holiday.

**6. Vacations:**

- (a) Part-time employees will pick vacation in accordance with articles 15.6 to 15.7.
- (b) An employee who has less than one (1) year of service at the beginning of a calendar year will be paid four percent (4%) of earnings.
- (c) An employee who at the beginning of the calendar year has completed one (1) year of continuous employment with the Company, but less than nine (9) years is entitled to two weeks of unpaid vacation plus four (4) percent of his or her prior year's gross earnings.
- (d) An employee who at the beginning of the calendar year has completed nine (9) years of continuous employment with the Company, but less than sixteen (16) years is entitled to two weeks of unpaid vacation plus six (6) percent of his or her prior year's gross earnings.
- (e) An employee who at the beginning of the calendar year has completed sixteen (16) years of continuous employment with the Company, is entitled to three weeks of unpaid vacation plus eight (8) percent of his or her prior year's gross earnings.

- (f) The vacation pay entitlement set out above will be paid out the first pay period in February. In addition, an employee may, once per year, request by three (3) weeks written notice a payout of their vacation accrual.

7. **Bereavement:**

Same as Article 21.3 except without pay.

8. **Pension:**

The pension plan as set out in Schedule “E” of the collective agreement shall be available to part-time employees who meet the qualification criteria in the pension plan.

9. **Part-time / Full-time Status:**

A part-time employee who regularly works in excess of thirty (30) hours in a week in Season “B” shall be considered full-time.

10. **Part-time Layoffs:**

In Season “A” – seasonal employees will be terminated prior to or in conjunction with part-time employees in the same job classification being laid off.

The seasonal employees shall not be used to erode the historical number of part-time employee positions throughout the year.

Part-time employees who wish to have a Record of Employment issued for lack of work may make a request to the Human Resources Department.

- 11. Canada Lands will make available to part time staff pamphlets regarding individual benefit coverage at their own cost.

## **GRATUITY POLICY**

1. It is the policy of Tower Management to treat all gratuities at the discretion of the individual guest. A gratuity is left by a guest in recognition of good service by an institution. It shall be the policy of the Tower to respect an individual's right to use this discretion as applied to service gratuities.
2. The Union agrees to provide to the 360 General Manager an agreement amongst gratuity earners setting out how gratuities will be shared in 360 and Horizons. The agreement will be provided to the Tower within 30 days of signing the collective agreement.
3. When a person calls to make a reservation for a party of 6 or more, it is the policy of the Tower to tell the person making the reservation that a gratuity of 15% will be added to the bill. Additionally, even if the guest has agreed to the gratuity and subsequently complains about the service, the policy will not apply.
4. It is understood that catering contracts in the 360 Revolving Restaurant may allow a maximum of three (3) main entree items plus one (1) dietary item in the application of the above gratuity i.e. 75% paid to the wait staff and 25% to the house.

### **5. GROUP TOUR MENUS**

It shall be the policy of the Tower to suggest an automatic 15% gratuity on individual cash drinks. This procedure applies to all groups utilizing the tour menus only. This gratuity will go solely to the wait staff except when a client requests charges to be placed on Main Account. In the case of 360 Revolving Restaurant only, when drinks are not contractual, the gratuity will go solely to the wait staff. Main account being paid for by the Representative of the company/group tours or organizations, whether by invoice, cash, credit card or company checks.

In the case of the Private Dining Room a suggested 15% automatic gratuity will be added to all group functions of 16 and under, regardless of whether the reservation is made through 360 Reservations Department of the Catering Office. These groups will be treated as a Non-Group Booking (NGB). Exception to this policy will occur when guests request specialized food or beverage services through the Catering Office (example: specialized menus or pricing). In the latter circumstances, these exceptions will be considered group bookings and follow the gratuity structure for same.



A suggested 15% automatic gratuity will be added to all group functions of 26 and under, regardless of whether the reservation is made through 360 Reservations Department or the Catering Office. These groups will be treated as a Non-Group Booking (NGB). Tour guides/hosts/bus drivers not to be calculated in the final guest count. Exception to this policy will occur when guests request specialized food or beverage services through the Catering Office (example: specialized menus of pricing). In the latter circumstances, these exceptions will be considered group bookings and follow the gratuity structure for same.

## **6. 360 REVOLVING RESTAURANT**

All menus will indicate a notation that prices do not include taxes, service charges or gratuities.

All non-group bills will be accompanied by an insert that reads:

We are often asked about gratuities....No service charge or gratuity has been added to your bill. Quality service is customarily acknowledged by a gratuity of 15-20%.

Thank you.

## **7. CLUB 301**

Gratuities are left to the discretion of the guest.

## **8. CN TOWER MAIN ACCOUNT**

All functions to the Tower Main Account will be calculated for gratuities on retail pricing with an automatic **15%** to the server, even though the guest may leave an additional gratuity for excellent service.

All present policies regarding group gratuities will be as per company agreement of 75% paid to the wait staff and 25% to the house.

NOTE: All function groups will be encouraged to order from the standard menu selections, but it shall be the policy of the Tower to allow such groups to order more than one choice of meal and to have that still considered a group booking.

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Brenda Buchanan  
Vice President, Administration  
Canada Lands Company CLC Limited

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Ron Smith  
Representative  
CAW