

ARTICLE 1 - PURPOSE

- 1.1 It is the purpose of both parties to this Agreement:
- (a) To maintain harmonious relations between the Employer and the Union;
 - (b) To recognize the mutual value of joint discussions in matters pertaining to labour relations;
 - (c) To assist the Employer in establishing and maintaining the most efficient operation of its business; and
 - (d) To provide a procedure for the prompt disposition of grievances.
 - (e) To establish and maintain satisfactory working conditions as set out in this Agreement.

ARTICLE 2 RECOGNITION AND SCOPE

- 2.1 The Employer recognizes the Union as the sole collective bargaining agent for all full-time and part-time employees of the Holiday Inn on King Street at 370 King Street West in the City of Toronto save and except for supervisors, persons above the rank of supervisor, chefs, sous chefs, banquet chefs, chief stewards, banquet captains, office, clerical, sales and administrative staff, security personnel, parking attendants, time keepers, front office staff, accounting staff, reservations staff, front desk staff, on-call employees, and students employed during the school vacation period.
- 2.2 A “full-time” employee is hereby defined as a person in the bargaining unit who is committed to and regularly and recurringly works more than twenty-four (24) hours per week exclusive of overtime and for whom the Union is recognized as the bargaining agent.
- 2.3 A “part-time” employee is hereby defined as a person in the bargaining unit who is committed to and regularly and recurringly works twenty-four (24) hours or less per week and for whom the Union is recognized as the bargaining agent.
- 2.4 This Agreement shall not apply to part-time employees in any classification unless otherwise specified. The Employer will only

provide the working conditions and entitlements referred to in Article 30 for regular part-time employees.

ARTICLE 3 - BARGAINING UNIT WORK

- 3.1 Non-Bargaining Unit Employees. The parties agree that non-bargaining unit employees who are excluded from the scope of this Agreement will not be regularly scheduled to perform work that has been normally performed by employees in the bargaining unit, if bargaining unit employees would be laid off as a direct result.

ARTICLE 4 - NO DISCRIMINATION

- 4.1 The Employer and the Union agree that there will be no discrimination practised by either of them because of an employee's Union activity.
- 4.2 The Employer and the Union will comply with the Ontario Human Rights Code in all respects, as it may be amended from time to time.
- 4.3 The Union agrees that no Union activities will be carried on, on the Employer's premises except as otherwise provided herein.
- 4.4 Properly authorized representatives of the Union shall be permitted to enter the Employers' premises at reasonable times for the purposes of interviewing employees and investigating working conditions that may affect bargaining unit employees. Notice of such planned visits shall be given to the Human Resources Director (or her designate) in advance of such visits. It is understood that Union Representatives will in no way interfere with the duties of an employee or unreasonably disturb them in the performance of their duties.

ARTICLE 5 - UNION SECURITY

- 5.1 The parties agree to a compulsory dues check off (including initiation fees, union dues and assessments) for all employees within the scope of this Agreement.
- 5.2 It is understood that the amount of initiation fees and dues and the frequency of deductions is determined by the Local Union, or by Union International Convention and may be changed by providing sixty (60) days notice in writing to the Employer of any such change. Such notice

of change must be signed by the Secretary Treasurer or the President of the Local Union.

- 5.3 Unless notified otherwise by the Union, all deductions will be collected from the employee's first pay in each month.
- 5.4 All new employees who are hired after the date of ratification of this Agreement will be provided with a Union application card by the Employer (which will have been supplied by the Union). The Employer will forward two (2) copies of the completed application card to the Union office within seven (7) days following the date of hire.
- 5.5 All bargaining unit employees who are currently members of the Union and all new employees who are hired after the date of ratification of this Agreement must become and remain members in good standing of the Union as a condition of employment. Upon receipt by the Employer of written advice by the Union that such an employee is not in good standing with the Union, the Employer will terminate the employee from their employment.
- 5.6 All sums deducted will be forwarded to the Treasurer of the Local Union. These sums must be received by the Union on or before the fifteenth (15th) day of the month following the month in which the deductions are made.
- 5.7 Accompanying the submission of deductions will be a list of bargaining unit employees. The list will contain the following information:
- (a) the amount of dues/initiation fees/assessment deducted for each employee;
 - (b) if no sums are deducted for an employee, the reasons therefore (ie. sick, WSIB leave, lay-off, quit, termination);
 - (c) employee's full-time or part-time status, their Social Insurance Number, updated address and telephone number, classification, department and wage rate;
 - (d) the aforementioned list will be provided electronically or on computer disk if requested by the Union and if feasible for the Hotel to do so.

- 5.8 The Employer will inform the Union in writing of any terminations or resignations at the time that it submits dues remittances to the Union.
- 5.9 On request and with reasonable notice, the Employer will allow the Union to access payroll records, schedules, sign in and sign out sheets and any other information reasonably required to satisfy the Union that dues and initiation fees are being deducted correctly.
- 5.10 The Employer will provide withdrawal cards (as provided to the Employer by the Union) to employees whose absence is expected to be for a duration of one month or more.
- 5.11 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- 5.12 At the same time that income tax T-4 slips are made available, the Employer will type on the slip the amount of Union dues paid by each employee in the previous year.
- 5.13 The Employer and the Union agree that the Employer and employees may not enter into any contract that is inconsistent with this Agreement during the term unless otherwise provided for herein. Any amendments during the term will be incorporated by mutual consent of the parties.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1 The Union acknowledges and agrees that all management rights, prerogatives, and functions are retained and vested exclusively with the Employer and without limiting the generality of the foregoing it is the sole and exclusive function of the Employer in its sole and exclusive judgment:
- (a) To maintain order, discipline and efficiency in its operations; to determine the number and location of facilities;
- (b) To determine and establish standards and procedures in its operations; to determine the services to be supplied, the standard of service, job content and requirements; to determine qualifications of employees;

(c) To establish and enforce rules, regulations, policies and practices from time to time to be observed by its employees; the Employer reserves the right to amend or introduce new rules, regulations, policies and practices from time to time;

(d) To select, hire, retire, transfer, lay-off, recall, promote, demote, classify, assign duties, direct the way in which work is performed, set standards of productivity;

(e) To discharge, suspend or otherwise discipline employees who have completed probation, for just cause;

(f) To plan, direct, and control the work of employees and the Employer's operations. This includes the right of the Employer to introduce new and improved methods, facilities, equipment and to control the amount of supervision, combining or splitting up of departments;

(g) To establish or change work schedules, to set the starting and quitting time and the number of hours and shifts to be worked; to increase or reduce personnel in any particular area or on the whole and the number of employees required for the Employer's purposes;

(h) To limit, suspend, cease or expand part or all of the Employer's operations; to use independent contractors to perform any work or service; to subcontract, contract out, contract in; to decrease or increase normal hours of work;

(i) To exercise any of the rights, prerogatives, powers, functions or authority which the Employer has or had prior to the signing of this Agreement, except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

6.2 The Employer's failure to exercise any right, prerogative, power, function or authority hereby reserved to it, or the Employer's exercise of any such right, prerogative, power, function or authority in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, power, function or authority or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- 6.3 The Employer shall have the right to assess the relative efficiencies of any employee and may, in its sole discretion, pay wages in excess of those referred to in this Agreement. Such wages will be considered to be completely separate and apart from this Agreement and will be regarded as premium rates which the Employer may in its sole and absolute discretion, choose to pay. Such special rates shall not be negotiable and shall not become the basis for a wage increase in the scale in the classifications concerned.
- 6.4 Breaches of any rules, policies, or regulations established by the Employer from time to time will result in disciplinary action, up to and including discharge.

ARTICLE 7 - STRIKES OR LOCKOUTS

- 7.1 The Employer agrees that during the lifetime of this Agreement, it will not cause or direct any lockouts of its employees and the Union agrees that during the lifetime of this Agreement, it will not permit or encourage any strike, slow-down, sit-down, stoppage of work, picketing, or any act intended to interfere with work or with the Employer's operations either completely or partially.
- 7.2 The words "strike" or "lockout" as used herein shall be defined in accordance with the Ontario Labour Relations Act, R.S.O. 1990, as amended from time to time.
- 7.3 If an illegal strike occurs, or if employees engage in conduct which is in violation of Article 7.1 above, the Union will instruct said employees to return to work and perform their duties in the usual manner.
- 7.4 Neither the Union nor employees will engage in any actions at the Employer's premises in support of or in sympathy with a dispute with another employer.
- 7.5 The failure or refusal on the part of any employee to comply with Article 7.3 shall be cause for immediate discipline up to and including discharge.

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE

- 8.1 The Employer's representatives and four (4) bargaining unit employees selected by the Union will comprise a Labour Management Committee.

The Committee will meet from time to time in order to discuss matters of mutual concern (but not including matters that would be the subject matter of the grievance procedure) and such meetings will be held at least three (3) times per year. A representative of the Employer and an employee representative will alternate in acting as chairperson of the meeting and as the person who will be responsible for keeping Minutes of each meeting. The parties agree that the Committee will prepare an agenda in advance of each meeting. Meetings will have a duration of up to a maximum of one and one-half (1½) hours. In addition, the bargaining unit employee representatives will be allowed one-half (½) hour of time to prepare for the meeting. Bargaining unit employee representatives will be paid for scheduled time that is actually lost as a result of the preparation time and for the time attending scheduled meetings, however such hours will not be counted as time worked for the purposes of calculating overtime entitlement. A Union staff person may also attend such meetings.

The parties further agree that a regular item for discussion shall be the employer's uniforms/linen services/first aid and defibrillator purchasing practices. This discussion shall be on an advisory nature.

ARTICLE 9 - NEGOTIATING COMMITTEE

- 9.1 Effective the next round of collective bargaining, the Employer acknowledges the right of the Union to appoint or otherwise select a negotiating committee of up to six (6) employees from within the bargaining unit provided that each such employee is employed in and selected from a different department within the Hotel. No two (2) employees on the negotiating committee will be employed in and selected from the same department.
- 9.2 The Negotiating Committee will be responsible for presenting bargaining unit proposals and for negotiating renewals of this Agreement.
- 9.3 Employees will not be entitled to sit on the Negotiating Committee until after they have accumulated one (1) year of seniority since the last date of hire.

9.4 The members of the Bargaining Committee will receive their regular rate of pay while attending at negotiations, for hours of work which they otherwise would have worked but for negotiations, up to but not including conciliation. Payment will be calculated on the basis of the regular straight time hourly wage rate that is referred to in Schedule 2 to this Agreement.

ARTICLE 10 - SHOP STEWARDS

10.1 The Employer acknowledges the right of the Union to appoint or otherwise select seven (7) Shop Stewards one of whom will be the Chief Shop Steward. Each of the Shop Stewards will be employed in one (1) of the following departments:

- (a) Guest Services; (b) Housekeeping;
- (c) Food Services; (d) Banquet;
- (e) Kitchen; and (f) Maintenance.

The Shop Stewards' duties will be to assist employees in presenting their grievances to the Employer, in accordance with this Agreement.

10.2 The Union will notify the Employer of the names of its Shop Stewards and of any revisions as changes occur. The Employer will not be obliged to recognize Shop Stewards until such time that it is properly informed as to their identity.

10.3 The Union acknowledges that Shop Stewards have regular duties to perform on behalf of the Employer and such persons will not leave their regular duties without first obtaining permission of their immediate supervisor, or in his absence the General Manager or his designate, and when resuming their regular duties will report again to their immediate supervisor or, in his absence, the General Manager or his designate. So far as possible all activities of Shop Stewards will be carried on outside their regular working hours unless otherwise permitted by the Employer.

10.4 All Shop Stewards must have accumulated one (1) year of seniority since the last date of hire as a condition of being a Shop Steward.

- 10.5 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the Employer's premises without the permission of the Employer.
- 10.6 During the period that an employee who has at least one year's seniority is selected and is serving as a Shop Steward, the employee shall be deemed to have more classification seniority than other employees in his or her classification for purposes of lay-off and recall provided that such employee is capable and has the requisite skill and ability to perform available work in his or her classification. It is understood that an employee exercising super-seniority pursuant to this Article will not be able to use this provision to claim more hours than he/she had been regularly working before a lay-off, when displacing an employee in the classification with less seniority. It is understood that the Employer will have the right to require an employee who exercises super-seniority to assume part or all of the hours of work of an employee who is being displaced pursuant to this Article.
- 10.7 When a Shop Steward employed by the Employer is temporarily absent with the permission of his supervisor as aforesaid, he shall receive his regular straight time rate of pay during such period of absence, provided that the Employer will not be obliged to make any payment for time spent by a Shop Steward outside of his regular working hours.
- 10.8 An employee on lay-off or on notice of lay-off cannot be appointed as a Shop Steward.
- 10.9 The Employer will compensate Shop Stewards for scheduled working time that is lost as a result of being required to attend at an education seminar which if needed, will take place no more than every month. Compensation for time spent in such seminars will be at the regular rate of pay and will not exceed three (3) hours every month and compensation is non-cumulative. The Union will be required to notify the Employer at least three (3) weeks in advance of the date of such seminar and it will not prevent the Employer from maintaining an adequate and qualified workforce. Time spent in education seminars will not count as time worked for the purposes of calculating overtime entitlement under Article 31.5. It is understood that an employee's work

schedule may have to be changed in order to accommodate time off to attend such seminars.

10.10 The Employer will allow the Union to conduct training/education functions for the bargaining unit employees of the Employer on the Hotel's premises provided that space is available and that the Employer will not lose any potential revenue that it may be able to obtain for such space.

10.11 The Employer will introduce newly hired employees to the appropriate Shop Steward within the first week of employment if possible.

10.12 **Locker Checks**

(a) The Employer will conduct locker checks in the presence of a Shop Steward subject to paragraphs (b) and (c) of this Article.

(b) In the event that a Shop Steward is not on the premises or is not available, the Employer will select another bargaining unit employee to be present.

(c) Notwithstanding paragraphs (a) and (b) above, the parties recognize and agree that there may be exceptional circumstances which do not reasonably permit for the Employer to have a Shop Steward or other employee (as the case may be), present during a locker check.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

11.2 The parties agree that employees' complaints shall be adjusted as quickly as possible. It is understood that an employee shall have no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint. He shall discuss it with his immediate supervisor within three (3) days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, it may then be taken up as a grievance within seven (7) days following advice of the immediate supervisor's decision in the following manner and sequence:

(a) STEP NO. 1:

The Employee, who may be accompanied by his Shop Steward, shall present his grievance in writing to the Department Head. The grievance shall be signed by the employee and shall set out the particulars of the grievance, the section(s) of the Collective Agreement which the employee alleges has been violated and the remedy sought. The Department Head shall deliver his decision, in the event the grievance is rejected, in writing within three (3) days following the presentation of the grievance to him.

(b) STEP NO. 2:

Failing satisfactory settlement in Step No. 1, the written grievance shall be submitted by the employee within five (5) days after the Department Head's decision is given, to the Director of Human Resources or her designate. A meeting will be held within five (5) days between the Director of Human Resources (or her designate) and the employee concerned and the Shop Steward, if the employee desires his assistance. A staff representative of the Union may be present at the request of either the Employer or the employee. It is understood that the Director of Human Resources (or her designate) shall have such assistance as she may desire at the meeting. The decision of the Employer shall be delivered in writing within five (5) days to a Representative of the Union.

- 11.3 Failing settlement, under the foregoing procedure of any grievance between the parties, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15) days after the decision under Step No. 2 is given, the grievance shall be deemed to have been settled and abandoned.
- 11.4 Where no written decision has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 11.5 Any of the time allowances referred to above may be extended only by the mutual written consent of the parties.

- 11.6 Saturdays, Sundays and holidays shall not be used in the calculation of time limits in Articles 11, 12, 13 and 14 of this Agreement.

ARTICLE 12 - POLICY GRIEVANCES

- 12.1 It is agreed that a grievance consisting of an allegation of a general misinterpretation or a general violation of this Agreement or a grievance arising directly between the Employer and the Union may be instituted by either party under Step 2 within thirty (30) days after the circumstances giving rise to the grievance have originated or occurred. However it is expressly understood that the provisions of this Article shall not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular grievance procedure shall not be thereby by-passed.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

- 13.1 In the event an employee who has completed probation is discharged from employment and the employee feels that the discharge is unjust the case may be taken up as a grievance.
- 13.2 A claim by an employee who has completed his probationary period, that he has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step No. 2 within seven (7) days after the employee is discharged. Such special grievances may be settled by the conferring parties under the grievance procedure or by an arbitration board by:
- (a) Confirming the Employer's action in dismissing the employee;
 - (b) Reinstating the employee without compensation for time lost or with payment to him for time lost due to the discharge at his regular rate of pay for his normally scheduled work for the period the employee would otherwise have worked less any amount of money earned by the employee during the period;
 - (c) By any other arrangement which may be deemed just in the opinion of the conferring parties or the arbitration board, as the case may be.

- 13.3 A discharged employee may be allowed to confer with his Shop Steward for a reasonable period of time before leaving the Employer's premises.
- 13.4 Disciplinary notices that are issued to employees will contain the reason for the issuance of the discipline. Discipline will be imposed upon an employee after the Employer is made aware of the event giving rise to the discipline and after the Employer has had a reasonable opportunity to investigate the matter.
- 13.5 Written disciplinary notices will be signed by a management representative and the employee will be required to sign such notice as an acknowledgment of receipt of same. In the event that an employee refuses to acknowledge receipt of the written disciplinary notice, the Employer will only be required to indicate the employee's refusal on the notice and the date and time of delivery of the notice to the employee. It is understood that the signing of a written disciplinary notice by an employee, is not an admission of guilt by the employee.
- 13.6 Immediately following the date of ratification of this Agreement:
- (a) Disciplinary suspensions will be removed from an employee's file after twenty-four (24) calendar months from the date that the disciplinary suspension was imposed, provided that there has been no discipline imposed upon the employee for employment misconduct that is of a similar nature, within the said twenty-four (24) calendar month period.
- (b) Written disciplinary warning notices will be removed from an employee's file after eighteen (18) calendar months from the date of the said written warning, provided that there has been no discipline imposed upon the employee for employment misconduct that is of a similar nature, within the said eighteen (18) calendar month period.
- (c) Verbal disciplinary warnings will be removed from an employee's file after twelve (12) calendar months from the date of the said verbal warning, provided that there has been no discipline imposed upon the employee for employment misconduct that is of a similar nature, within the said twelve (12) calendar month period.
- 13.7 In the event that the Employer intends to call a meeting for the purpose of issuing a written warning, suspension or discharge to any employee, the

employee concerned will be offered the right to have a Union Steward present. In this case, every reasonable effort will be made to find a Union Steward. If a Union Steward is not present, this shall not void the discipline. If no Union Steward is present and the employee wishes to have one present, the employee may request the presence of another bargaining unit employee in place of the Steward.

- 13.8 Employees will be granted access to their personnel files as set out in this Article. The employee seeking access must provide the Human Resources Department in the Hotel with at least three (3) days advance written notice of the request and the employee must be accompanied by a member of the Human Resources Department at the time of reviewing the file. The meeting will take place by appointment during the regular business hours of the Human Resources Department and outside of the employee's regularly scheduled paid hours of work (ie. during breaks). The employee shall not remove or alter the contents of his or her personnel file. Should the employee find that a document has been included in the file in violation of the Collective Agreement, the employee may invoke the grievance procedure. It is understood that employees will have the option of being accompanied by a Steward when accessing their personnel file, provided that the Steward accompanies an employee outside of the Steward's regularly scheduled paid hours of work.

The Employer shall provide evidence of an integrity audit relevant to the individual employee who has been disciplined. Failure to provide this evidence shall not void the discipline.

ARTICLE 14 - ARBITRATION

- 14.1 When either party requests that any matter be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) days thereafter, the other party shall appoint a nominee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed shall attempt to select by agreement a chairman of the arbitration board. If they are unable to agree upon a chairman within a period of five (5) days, either of the parties shall then

request the Minister of Labour for the Province of Ontario to appoint an impartial chairman.

- 14.2 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 14.3 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 14.4 The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 14.5 The proceedings of the arbitration board will be expedited by the parties hereto and the decision of the majority will be final and binding upon the parties and the employee or employees concerned.
- 14.6 Each of the parties hereto will bear the fee and expense of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the chairman of the arbitration board.
- 14.7 Where two (2) or more employees have the same grievance, the Union shall process the grievances simultaneously and consecutively on all levels of the grievance procedure and the grievors will be listed on the grievance form.
- 14.8 If there should be an accumulation of grievances to be referred to arbitration of a similar nature, one board of arbitration shall be constituted to deal with all such grievance disputes.
- 14.9 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance.
- 14.10 The parties may agree to the use of a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions.
- 14.11 The parties may mutually agree upon a mediator who may be engaged to assist them in resolving a grievance at any time before the matter is before a board of arbitration or single arbitrator as the case may be. It is understood that the cost of mediation will be jointly borne by the parties.

ARTICLE 15 - PROBATION

- 15.1 A newly hired employee shall be known as a probationary employee until he has actually worked fifty (50) days following his date of hire. The employee's period of probation is a period during which the Employer has the right to assess an employee to determine whether such employee is, in the discretion of the Employer, acceptable for continued employment. It is therefore agreed that probationary employees may be laid off, disciplined, or dismissed without cause in the sole and absolute discretion of the Employer provided that the Employer will comply with the Human Rights Code as set out in this Agreement, in making its determination of a probationary employee, under this Article. The lay-off, discipline or dismissal of a probationary employee will not be made the subject matter of a grievance except for the foregoing as set out in this Article 15.1.
- 15.2 During the probationary period, a probationary employee will be entitled to no seniority. Upon the successful completion of the probationary period, the employee's name will be placed on the appropriate departmental classification seniority list, with seniority dated from the last date of hiring.

ARTICLE 16 - SENIORITY

- 16.1 Seniority will be calculated on a job classification basis within the employee's department.
- 16.2 Seniority shall mean length of continuous service with the Employer since the last date of hire. In the event that two (2) or more employees have the same length of service, their seniority will be determined by awarding greater seniority to the employee with the earliest date of application for employment. If those dates are the same, then the alphabetical letter of the employee's surname (with the letter "A" being the highest letter), will be used to determine which of the employees has the greater seniority.
- 16.3 Separate seniority lists will be established for full-time and part-time employees for each classification in each department and supplied to the Union. An employee can obtain seniority on only one list. Seniority lists will be posted each January 1st and June 1st showing employees' house, department, and classification seniority. The list provided to the

Union upon request, will contain the above information as well as Social Insurance Number, address and telephone number for employees on the seniority lists.

16.4 The departments and the classifications in each of the departments will be established by the Employer in its absolute discretion. It is also understood that in the event that the Employer intends to create a new department, it will discuss the creation of the new department with the Union before the change is implemented. It is understood that when introducing a new classification, the Employer will establish a rate of pay for the new classification and will notify the Union of the new classification within seven (7) days of the establishment of such classification. The Union may, within seven (7) days of the notification, request a meeting with the Employer to discuss the rate that has been established. If the parties are in disagreement over the established rate, the Union may within twenty (20) days of the meeting with the Employer, file a grievance contesting the rate and the matter may be referred to arbitration in accordance with the grievance and arbitration procedures set out in this Agreement.

(a) Provided there are employees both willing and able to perform the available work in the classifications and department concerned and subject to the provisions of 16.5(b) hereof, the following sequence shall be followed in the lay-off of employees:

(i) Probationary employees

(ii) Part-time employees

(iii) Full-time employees

(b) Lay-off and recall from lay-off shall be based upon the following factors:

(i) Classification seniority within departments

(ii) Skill, competence, efficiency and reliability.

Where in the judgment of the Employer, the qualifications in 16.5(b)(ii) are relatively equal, classification seniority within the department shall govern.

(c) Notwithstanding the provisions of Articles 16.5(a) and (b) hereof, an employee who is subject to lay-off by reason of the discontinuance of a job classification within his department or a lay-off for a period that exceeds two (2) normal work weeks may be permitted by the Employer to displace an employee in an equal or lower classification within the department on the basis of department-wide seniority, providing the employee is willing to do the job and is then qualified to perform the work in such equal or lower classification with the same degree of skill, competence, efficiency and reliability as the employee being displaced. Where an employee is displacing from a higher classification to a lower one, the employee will be paid the lower rate.

(d) In the event of a department closure, affected employees may, in the Employer's discretion, be given consideration to fill a vacancy within their classification in another department. The Employer shall assess the qualifications (including reliability) and efficiency of employees applying to fill the vacancy and if in the opinion of the Employer, no applicant is suitably qualified, applications from persons outside the bargaining unit will be solicited.

(e) Seniority (as defined in Article 16.1), skill, competence, efficiency and reliability will be considered by the Employer with respect to scheduling available hours, available days off, available shifts and vacation. Where the Employer finds that the aforementioned qualifications and criteria are equal, classification seniority will be the governing factor.

16.6 (i) Should a position become available and a replacement is required, the Company will post for seven (7) calendar days on the bulletin board, within the immediate work area of the vacancy and outside the Human Resources office, the availability of the position.

(ii) Employees wishing to fill vacant positions shall make their applications in writing, within the seven (7) calendar day period of posting. If no application is received from a qualified employee within the Department or Food & Beverage Outlet of the vacancy, applications from employees in other Departments or Food & Beverage Outlets, who have completed their probationary period and/or trial period, shall be given due consideration. In so doing, the employer shall consider an employee's prior training.

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

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

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

(a) An employee who is promoted or transferred to another job classification within the bargaining unit shall be on a trial period for fifty (50) working days worked. During this trial period, the employee must demonstrate that he can satisfy the work performance criteria of the job to the satisfaction of the Employer. An employee who, in the Employer's opinion, fails to satisfy the work performance criteria of the job during the trial period to the satisfaction of the Employer, or decides during the trial period that he does not wish to continue in the job, shall be returned to his former classification and wage rate without loss of seniority. In such cases, the Employer shall have the right to require all employees who change job positions as a consequence of the promotion or transfer to return to the job classification and wage rates they occupied prior to the promotion or transfer.

(c) It is understood that promotions within the bargaining unit will also be subject to the job posting provisions referred to in this Article.

16.7 An employee shall lose all seniority and his employment will be deemed to have been terminated if he:

(a) voluntarily resigns;

(b) is discharged and is not reinstated through the grievance or arbitration procedure;

(c) is laid off for a period that is equal to the lesser of his period of accumulated seniority or six (6) months. It is understood however that if the employee's lay-off directly results from a closure that is due to a Hotel renovation, the employee may be retained on the seniority list

until the completion of the renovation with the mutual agreement of the parties hereto, which agreement will not be unreasonably withheld.

(d) fails to return to work upon termination of an authorized leave of absence, vacation or suspension, unless prior arrangements acceptable to the Employer have been made for an extension, or the employee utilizes a leave of absence for purposes other than those for which the leave of absence has been granted;

(e) fails to return to work within seven (7) days after being recalled from a lay-off by notice sent by registered mail or by telephone, or fails to advise the Employer of his intention to return to work within three (3) days following such notice. Each employee will be required to promptly advise the Employer of his/her current mailing address and telephone number or any changes to this information. If an employee fails to provide his/her correct mailing address to the Employer, the Employer will not be responsible for the failure of the notification of recall to reach the employee. Any such notification which appears on the employees' personnel records shall be deemed to have been conclusively received by the employee or laid off person;

(f) retires or is retired;

(g) is absent from work due to illness or accident for a period equal to the lesser of his period of seniority or six (6) months;

(h) is absent from work for three (3) working days without providing the Employer with a reason for the absence and lack of notification, that is reasonably satisfactory to the Employer;

(i) engages in gainful employment while on an authorized leave of absence without the express written consent of the Employer which is requested at least one month in advance;

(j) when by reason of physical infirmity or other disability, the Employer determines that the employee is unable to discharge his duties while having due regard for the Human Rights Code of Ontario and the Workplace Safety and Insurance Act.

ARTICLE 17 - DEPARTMENTAL CLOSURES

- 17.1 The Employer will endeavour to meet with the Union sixty (60) days prior to the date of the closure of a department where possible, in order to discuss ways in which the adverse effects of a departmental closure can be reduced on any employee who is directly affected.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.1 The Employer may, in its absolute discretion, grant leaves of absence without pay, without benefits, and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be made in writing as far in advance as practicable. The Employer agrees to reply to such requests in writing within seven (7) working days whenever possible.

It is understood that in cases of emergencies that could not have been reasonably foreseen by the employee (i.e. the severe illness or death of a family member who is out of the country), the Employer will respond to the request as quickly as possible.

- 18.2 The Employer will comply with the maternity and parental leave provisions of the *Employment Standards Act of Ontario*, as amended from time to time.

ARTICLE 19 - BONDING

- 19.1 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Employer's bonding company, immediately terminates his employment, regardless of seniority or of other conditions.

ARTICLE 20 - INDIVIDUAL AGREEMENTS

- 20.01 No employee or group of employees covered by this Agreement will enter into any contract or agreement with the Employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

ARTICLE 21 - ACADEMIC OR TECHNICAL COURSES

21.1 Employees may submit a written request to the Employer to have the Employer pay the cost of an academic or technical course. The Employer will consider the request and may approve fifty percent (50%) of the payment in its discretion. If the course is approved, as a condition of payment the Employee must successfully complete the course and produce to the Employer proof of payment and a transcript indicating successful completion.

ARTICLE 22 - HEALTH AND SAFETY

22.1 The Employer and Union will mutually co-operate to maintain adequate sanitary arrangements, proper safety devices where necessary, and to give attention to the elimination of any conditions of employment which are a hazard to the health or safety of employees.

22.2 The parties further agree to abide by the provisions of the *Ontario Health and Safety Act* as amended from time to time.

22.3 The Employer and the Union agree that the following will apply:

(a) The parties agree that they will maintain a Joint Health and Safety Committee. It is understood that at least half of the members of the Committee will be bargaining unit employees who are selected by the Union. The Employer will select its representatives from amongst persons in management.

(b) Two (2) of the members of the Committee will co-chair the Committee, one (1) of whom will be selected by the Union and the other by the Committee members who exercise managerial functions.

(c) The Committee will meet regularly to discuss matters that are the proper subject matter of these meetings as set out in the *Ontario Occupational Health and Safety Act* and health and safety concerns.

(d) The Committee will encourage all employees to work in compliance with the Ontario Occupational Health and Safety Act and to ensure that equipment is used in a manner that will not endanger employees.

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

(f) It is understood and acknowledged by the parties that the Hotel's clients and customers are an integral part of the success of the Hotel's operations. However, it is also acknowledged that there may be occasions when a customer acts abusively towards an employee. The Employer will make every effort to provide a safe and healthy workplace for all of its employees and in this regard, it will ensure that employees and management are properly informed and instructed as to how to deal with abusive customers.

ARTICLE 23 - MEDICAL EXAMINATIONS AND RECORDS

23.1 (a) In the event an employee is required by law to submit to a medical examination, such time required or loss of income, will not be compensated by the Employer.

(b) However, any employee may be required by the Employer to submit to a medical examination as often as may be deemed necessary provided that such examination shall take place during working hours and employees will be paid for time consumed in the taking of such examinations.

(c) When any employee upon being examined medically, is found by reason of his health not to fulfil the medical requirements for his position, it is agreed that the employment of such employee may be terminated on this account.

(d) The Employer agrees to comply with any governing legislation that may be in effect from time to time in the course of determining whether an employee is by reason of her health, able to fulfil the medical requirements that are necessary for the employee to perform her job duties and responsibilities.

(e) The Employer will have the right to require an employee to undergo a medical examination by a physician appointed by the Employer.

23.2 The Employer will have the right to require the production of a physician's medical report from an employee who is ill or injured, or

from an employee who wishes to return to work following an illness or injury. The report will include the physician's opinion as to when or whether the employee will be capable of resuming his normal duties and whether the employee will be capable of regularly attending at work in the future.

(a) It is understood that the Employer will also require the production of meaningful medical reports from employees in cases where the Employer has reason to doubt that an employee has been absent from work as a result of an illness or injury as claimed by an employee.

23.3 The parties agree to maintain a joint Health and Safety Committee that has been constituted pursuant to the Occupational Health and Safety Act.

ARTICLE 24 - BULLETIN BOARD

24.1 The Employer will provide bulletin boards in two locations of the Hotel (i.e. Housekeeping Department and near time clock). All Union notices must be signed by proper officials of the Local Union and submitted to the Director of Human Resources of the Employer for approval before being posted. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Employer without the Employer's approval.

24.2 Any notice required hereunder to the Union shall be sent addressed to the Union at 460 Richmond Street West, 2nd Floor, Toronto, Ontario M5V 1Y1 and any notice required hereunder to the Employer, shall be sent to the Employer at 370 King Street West, Toronto, Ontario, M5V 1J9. If any change occurs in the address, the other party will be so notified in writing.

ARTICLE 25 - HOLIDAYS

25.1 During the term of this Agreement, the Employer agrees to provide holiday entitlements for full-time employees as set out in Schedule 1 attached hereto.

ARTICLE 26 - WAGES

- 26.1 The Company agrees to pay and the Union agrees to accept during the term of this Agreement as minimums, the wage rates set out in Schedule 2 attached hereto.
- 26.2 In the event that the Employer inadvertently commits an error in calculating the amount of an employee's pay and the error is equivalent to an amount of fifty dollars (\$50.00) or more, the Employer will make every reasonable effort to correct the error within two (2) regular business days after the error has been brought to the attention of the Employer. In all other cases, the error will be corrected on the employee's next pay cheque.

ARTICLE 27 - VACATIONS

- 27.1 The Employer agrees to provide during the term of this Agreement vacation entitlements as set out in Schedule 3 attached hereto.

ARTICLE 28 - HEALTH AND WELFARE

- 28.1 The Employer will contribute to UNITE HERE Local 75 Health and Welfare Trust the following amount for each hour paid on behalf of each bargaining unit employee who has completed his or her probationary period **at the start of the first pay period closest to ratification**, as follows:
- (a) **Effective the first full calendar month following the date of ratification of this Agreement, the payment contributions will be \$1.01 per hour paid. date of ratification: \$1.22**
- (b) **Effective January 1, 2006, the payment contribution will be \$1.06 per hour paid. February 1, 2007 : \$1.25 (retroactive)**
- (c) **Effective June 1, 2006, the payment contribution will be \$1.12 per hour paid.) Effective August 1, 2007 : \$1.28 (retroactive)**
- (d) **Effective February 1, 2008 : \$1.31**
- (e) **Effective August 1, 2008 : \$1.34**
- (f) **Effective February 1, 2009 : \$1.37**

(g) Effective August 1, 2009 : \$1.40

(dh) It is understood that “hours paid” includes pay for holidays, vacations, parental leave under the Employment Standards Act, non-work related disability or sickness in respect of days for which such employee is receiving Weekly Indemnity Insurance Benefits, and adjustments that are made to correct pay cheque errors from previous pay period.

(ei) With respect to the calculation of contributions for employees who are not working as contemplated above, the Employer will use the average hours that are actually worked each day by an employee over the full twenty (20) week calendar period which immediately precedes the period in which the absence occurs in determining the amount of the contribution that is to be made to the Health and Welfare Trust.

(fj) For greater clarity, the Employer is responsible for any provincial or federal sales tax imposed on such contributions and any such taxes are in addition to the contribution rates that are referred to above. The Employer will have the right to request the production of documentation which supports the portions of any taxes to be paid.

(gk) All Health and Welfare payments shall be calculated from the first day of each month to the last day of each month and shall be remitted and received by the Trust of the Health and Welfare Plan of Local 75 prior to the fifteenth (15th) day of the following month.

(hl) The parties will work together to expeditiously correct any inadvertent default action in contribution payments that may emerge. To the extent that the Employer wilfully and repeatedly defaults in making the prescribed contributions referred to above, the Employer will be responsible for loss of benefits to any employee as a result of such repeated and wilful actions.

(im) In the event that there is just and reasonable cause to do so, the Employer shall allow properly authorized Trustee Representatives to review payroll records to ensure that appropriate contributions are being made, with reasonable advance notice.

28.2 All Health and Welfare payments shall be calculated from the first day of each month to the last day of each month and shall be remitted and received by the trust of the Health and Welfare Plan of Local 75 prior to

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

28.3 **New Benefits:** Upon a decision of the Trustees of the UNITE HERE Union Local 75 Health and Welfare Plan to change or improve benefits, the Employer will co-operate with the Plan Administrator in the introduction of any new benefit to eligible members, or change in benefits at no additional cost to the Employer.

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

(a) The pay period

(b) For each employee: employee's names, classifications, social insurance numbers, status (full-time or part-time), address and phone number, hours paid.

(c) Total hours paid (as defined in Article 28.1 above).

(d) Total contribution.

(e) Total taxes paid.

(f) Total amount of cheque.

Upon request, the Employer will submit the above listed information on disk or electronically if feasible for the Employer to do so.

28.5 The Trustees of the UNITE HERE Union Local 75 Health and Welfare Plan may charge interest on contributions to the Health and Welfare Trust to the Employer where the Employer has wilfully and repeatedly defaulted on its payment contributions, and such contributions are also overdue by more than 30 days. The rate of interest will be at the rate of the Scotiabank 30 day GIC rate on the first day of the month in question plus 2% compounded monthly.

ARTICLE 29 – PENSION

29.1 29.1 **At the start of the first pay period closest to the** date of ratification of this Agreement, the Employer will pay an amount of forty (40) cents the following:

- a. December 1, 2007: \$0.50**
- b. December 1, 2008: \$1.000.55**
- c. December 1, 2009: \$1.500.60**

per regular hour worked on behalf of all full-time employees who have successfully completed the probation period to the Pension Plan of UNITE HERE Local 75. Full-time employees will pay thirty-five (35) cents per regular hour worked. Effective January 1, 2006, the Employer will pay an amount of forty-five cents (\$0.45) per regular hour worked on behalf of all full-time employees who have successfully completed the probation period to the Pension Plan of UNITE HERE Local 75. Full-time employees will pay forty cents (\$0.40) per regular hour worked.

It is understood that the above stated amounts shall not be included as part of an employee's regular hourly rate.

ARTICLE 30 -REGULAR PART-TIME EMPLOYEES

- 30.1 The Employer agrees to provide working conditions and other entitlements for regular part-time employees as set out below.
- 30.2 The Articles and Schedules of the Collective Agreement listed below shall apply to regular part-time employees:
 - Articles 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 30, 32, 34, 37.1, 38, 39, 41, 42, 44, 45, 46, Schedule 2, Paragraph 12 of Schedule 3, and Schedule 4 in part.
- 30.3 (a) Regular part-time employees shall receive statutory holiday pay in accordance with the Employment Standards Act, ("the Act") if they satisfy the qualifications under the Act.

An eligible regular part-time employee in the active employ of the Employer who is required to work on a statutory holiday established under the Act may, in the discretion of the Employer, be granted a day off with pay in lieu of the holiday at his regular rate of pay within a period of thirty (30) days subsequent to the statutory holiday concerned. Pay for a day off in lieu of a holiday shall be calculated based upon the number of regular hours worked by the employee on

the regular holiday concerned at his regular straight time hourly rate of pay. If a day off in lieu of the holiday is not granted by the Employer, then such employee will be paid for authorized work performed on the holiday at one and one-half (1½) times his regular straight time hourly rate of pay, and in addition will receive holiday pay (if eligible) in accordance with the Employment Standards Act.

Vacations and vacation pay shall be granted to part-time employees in accordance with the Employment Standards Act.

Work performed by a regular part-time employee in excess of forty-four (44) hours in a week shall be paid at the rate of time and one-half (1½) the employee's regular straight time hourly rate. Written authorization must be obtained from the employee's department head in advance of the performance of the overtime work before overtime premiums will be paid.

ARTICLE 31 - HOURS OF WORK AND WORK SCHEDULES

31.1 (a) The normal work week for all departments of the Hotel shall be forty (40) hours per week. The forty (40) hour week shall consist of five (5) days per week and eight (8) hours per day exclusive of meal periods. There will be a one-half (½) hour unpaid meal break in each working day at a time designated by the Employer. The Employer will endeavour to schedule the unpaid meal break of one-half (½) hour at such intervals as will result in no employee working longer than five consecutive hours without an eating period.

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

Note: The Union expects the Company to ensure employees get rest breaks.

31.2 An employee who punches, signs, or otherwise causes information to be placed on another employee's time card or time sheet is subject to disciplinary action up to and including discharge.

- 31.3 The Employer will endeavour to prepare work schedules which provide employees with two (2) consecutive days off each week with possible exceptions in some departments.
- 31.4 Departmental weekly work schedules shall be posted where deemed necessary not less than four (4) days prior to the scheduled period. The posting of schedules does not constitute any guarantee that work will be available, and the normal work week, normal hours of work per day, or normal days of work per week shall not be interpreted as a guarantee that the normal hours of work per day or per week or normal days of work per week, will not be changed if found necessary by the Employer. It is hereby understood that the provisions of Article 31.01 are intended to provide a basis for calculating time worked and shall not be construed to be a guarantee of hours of work or of work schedules.
- 31.5 (a) Authorized work performed in excess of the normal work week or normal work day as defined in Section 31.1 hereof, shall be paid at the rate of time and one-half the employee's regular straight time hourly rate. Each employee must obtain from his or her department head, written authorization in advance of his overtime work before overtime premiums will be paid.
- (b) By mutual agreement between the Employer and employees, employees in some classifications may be required to work four (4) ten (10) hour shifts per week at straight time rates of pay and Article 31.5(a) shall not apply in such circumstances.
- 31.6 The Employer will not be required to make any overtime payments to an employee for hours of work that arise as a result of an employee exchanging or changing shifts with another employee (with the Employer's authorization), where the Employer has allowed the exchange or change in order to accommodate the employee concerned.
- 31.7 All cases of absence must be reported to the Employer or a designate, at least three (3) hours prior to the scheduled reporting time of the employee if the employee is scheduled to work on a shift that begins at 9:00 a.m. or later, and at least two (2) hours prior to the employee's scheduled reporting time if the employee was scheduled to work on a shift that begins after 2:00 a.m. but before 9:00 a.m.

- 31.8 Once a department schedule has been posted, employees will not be required to alter a scheduled day off unless the alteration must be made as a result of an emergency or unforeseen circumstance. Where possible, the Employer will endeavour to give the employee twenty-four (24) hours advance notice of the alteration.
- 31.9 The Employer will endeavour to arrange shift schedules so as to give employees ten (10) hours between shifts, save and except for employees who work split shifts. It is understood that with the consent of the Employer, employees may be permitted to exchange shifts with one another which will not result in ten (10) hours between shifts, and this will not constitute a violation of this Agreement.
- 31.10 No allowance will be made for time on time cards records prior to the scheduled starting time without the express written authorization of a Department Head. Unless the Department Head's authorization is secured on each occasion, the additional time shown on the time record at the commencement of a work period will be considered as time not worked. An employee will not be paid for any time that is not actually worked including without limitation, when leaving the workplace before the end of the employee's scheduled shift, except as otherwise provided under the Collective Agreement or by established practice in the Hotel.
- 31.11 If an employee punches out or signs out late, it will be deemed that the employee was delayed for personal reasons and that the time shown on the time card beyond the scheduled quitting time is the employee's personal time.

ARTICLE 32 - EMPLOYMENT STANDARDS ACT CONSENT TO WORK ADDITIONAL HOURS

- 32.1 The Union in its capacity as bargaining agent for the employees of the Employer agrees that bargaining unit employees can be required by the Employer to work more than 8 hours in a day and, more than 48 hours in a week. The Union will execute the requisite consents and/or forms that are required by the Ministry of Labour in order to obtain the approval from the Director of Employment Standards at the Ministry of Labour with respect to requiring bargaining unit employees to work such hours of work from time to time. The Collective Agreement

provisions relating to overtime will apply as set out in the Collective Agreement.

ARTICLE 33 - REPORTING PAY

33.1 Unless employees are notified not to report for work, employees who report for work for which they are scheduled but for whom no work is available, will receive not less than four (4) hours of any work that is available at their straight time hourly rate. This shall only apply to an employee who is normally scheduled to work four (4) hours or more and if scheduled to work less than four (4) hours, such employee will receive an amount equal to her scheduled shift.

(a) The Employer shall not be required to pay reporting pay to an employee who fails to keep the Employer informed of a telephone number and address which may be used by the Employer to give notice, or in the case of fire, power failure or any similar circumstances beyond the control of the Employer, nor shall it apply to employees returning to work without providing the Employer with notice as required by this Agreement, after an unscheduled absence, nor shall it apply to employees who leave work due to illness, discipline or by their own request.

(i) Employees must notify the Employer at least eight (8) hours in advance of the commencement of the shift when returning to work after any absence.

(b) The Employer may schedule employees for lesser periods than eight (8) hours, so long as the senior employees are offered what full shifts are available first on a given day.

(c) The Reporting Pay provision of this Article 33 shall not apply to Banquet department employees.

33.2 **Gratuity Employees invited to Meetings**. Gratuity employees who are required to attend a meeting that is scheduled by the Employer will receive not less than four (4) hours of work at their straight time hourly rate of pay or, a payment that is equal to four (4) hours of their hourly rate, as determined by the Employer.

ARTICLE 34 - NIGHT SHIFT ALLOWANCE FOR MAINTENANCE CLASSIFICATION

34.1 The Employer will pay employees in the Maintenance classification who work in a shift in which the majority of their hours are actually worked by the employees between 11:00 p.m. and 7:00 a.m., an amount of twenty-five cents (\$0.25) for each regular hour worked during the shift in addition to his/her regular rate of pay. The amount will be added to but not included in the employee's normal straight time hourly rate for the purposes of calculating premiums under this Agreement.

ARTICLE 35 - BEREAVEMENT LEAVE

35.1 When a death occurs in the immediate family of a full-time employee who has completed more than one (1) year of continuous employment, such employee will be granted a leave of absence for up to three (3) days ending with the day following the funeral. The employee will be paid her regular pay for the shift(s) during the leave which she otherwise would have worked.

35.2 "Immediate family" shall be defined as spouse (includes common-law spouse, regardless of sex, where the partner and the employee have co-habited for twelve (12) continuous months or more and the employee publicly represents such person as his or her spouse), grandparent, grandchild, child, father, mother, sister, brother, mother-in-law, and father-in-law.

35.3 In the event of the death of the employee's brother-in-law or sister-in-law, pay for the bereavement leave specified in 35.1 above shall be limited to one (1) day only, if the employee attends the funeral.

35.4 The total allowance for bereavement leave in any one (1) year of an employee's employment shall be a maximum of six (6) days.

35.5 An employee will not be eligible to receive paid bereavement leave for any period in which he or she is receiving any other payments relating to his or her employment, such as for example, holiday pay, paid vacation etc.

35.6 In order to qualify for paid bereavement leave, employees must supply proof of death by way of doctor's certificate or newspaper clipping. Department heads must be promptly notified.

ARTICLE 36 - JURY DUTY

- 36.1 An employee called for jury duty shall be reimbursed by the Employer for the difference between the employee's regular earnings that the employee otherwise would have received (without taking into account any premium payments) and the payment received for jury services for the actual time that was necessarily required to be absent from work (not in excess of eight (8) hours per day or forty (40) hour per week).
- 36.2 An employee shall notify the Employer immediately following the employee's selection for jury duty and of the dates that are to be served on jury duty. The employee must provide the Employer with a signed document from the clerk of the court, stating the days in attendance.

ARTICLE 37 - UNIFORMS AND SAFETY SHOES

37.1 Uniforms

Uniforms or special style of clothing, if required by the Employer will be supplied and maintained by the Employer. Maintenance will include repair of normal wear and tear, and dry cleaning of non-washable apparel. Uniforms are the property of the Employer and must not be removed from the Hotel without the Employer's authorization. Upon termination of employment, uniforms must be returned in good repair failing which the Employee will be held responsible for paying an amount equal to the replacement value of the uniform.

37.2 Safety Shoes

(a) The Employer agrees that it will provide a reimbursement in respect of safety shoe purchases that are made after the date of ratification to full-time employees who have completed probation and who are employed in the Maintenance, Kitchen, Houseman, and Banquet Porter classifications, in the amount of seventy dollars (\$70.00) once in a calendar period (beginning with purchases made following the date of ratification in the calendar year January 1, 2005), towards the purchase price of one (1) pair of safety shoes or boots, provided that the employees in the aforementioned classifications are required by the Employer to wear such footwear. Payment will be made upon presentation of proof of purchase. It is understood that required footwear will meet the Employer's minimum safety requirements.

(b) Full-time employees who have completed one (1) year of service as at that time, and which employees are not referred to in (a) above, will be eligible to receive a reimbursement of up to sixty-five dollars (\$65.00), once in a two (2) year calendar period after January 1, 2007, towards the purchase of one (1) pair of the required style of shoes (as required by the Employer) to be worn at work. The Employee will provide the Employer with a receipt which confirms both the purchase of the shoes and the cost to the employee.

ARTICLE 38 - NO PYRAMIDING

38.1 In no event shall there be any pyramiding of benefits or payments under this Agreement.

ARTICLE 39 - RETIREMENT

39.1 It is understood and agreed that employees who have attained age 65 shall be subject to periodic review by the Employer to determine whether they are capable of performing their assigned duties with efficiency in the Employer's opinion. If such employees are capable of performing their assigned duties in the opinion of the Employer their employment may be continued, until such time that the Employer considers them incapable or inefficient, at which time they shall be retired.

ARTICLE 40 - RETIREMENT ALLOWANCE

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

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

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

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

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

During the life of this collective agreement, for those employees whose age and service equal 75 and who choose to retire at the age of 65 or after shall be entitled to a lump sum payment of \$1,000.00 for every 5 years of service, or part thereof, to a maximum of \$5,000.00. For clarity, only employees whose age is 65 or greater during the term of this collective agreement shall be entitled to this latter provision. This latter provision will cease to be in effect when the collective agreement expires on January 31, 2010.

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

ARTICLE 41 - SUBCONTRACTING

41.1 In the event that the Employer determines that it is necessary to subcontract work that is normally being performed by existing bargaining unit employees which directly results in a lay-off of such bargaining unit employees, the following will occur:

(a) The Union will be provided with a minimum of sixty (60) days' notice in writing of such a change;

(b) The Employer will meet with the Union at least forty-five (45) days prior to the implementation date in order to discuss whether there are ways of limiting the adverse effects on affected employees, if any, and to review pertinent information and to consider whether there are reasonable alternatives while having due regard to the circumstances which gave rise to the decision to subcontract;

(c) Without limiting the outcome of (b) above, the Employer will otherwise assign or offer alternative employment which may be available at the time to displaced persons who have completed probation (also referred to herein as “seniority employees”) in accordance with this Agreement, provided that such persons are ready, willing and able to accept an available position and the working conditions in effect at the time, and the Employer is able to maintain a competent, qualified and efficient workforce as a result. The Employer may provide training to employees in these circumstances where the Employer deems such training to be necessary.

(d) In the event that there are no available positions as set out in (c) above, and seniority employees would otherwise be laid off as a direct result of the subcontracting, affected seniority employees may request the opportunity to apply their Company seniority to displace employees in similar job classifications in another department. The Employer will determine whether in its opinion, the affected employees have the requisite skill, ability, reliability and willingness to perform the work. The employee must be prepared to accept the terms and conditions of the position in effect at the time.

(e) In the alternative, affected seniority employees in these circumstances may elect to accept severance pay which will be based upon one weeks’ pay for each twelve months of completed service since the date of last hire, to a maximum of twenty six weeks, inclusive of any entitlement under the Employment Standards Act of Ontario, and be removed from the seniority list.

ARTICLE 42 - INTERPRETATION

42.1 Where the feminine or masculine pronoun is used in this Agreement, it shall mean and include the opposite pronoun where the context so applies. Where the singular is used it may also be deemed to mean the plural within the appropriate context.

ARTICLE 43 - GENERAL CONDITIONS

43.1 **Education Fund.** The Hotel will contribute one cent (1¢) per hour in respect of each hour of work that is actually worked and paid for to employees, into the UNITE HERE Union Local 75 Education Fund, **from the date of the first pay period closest to ratification.**

- 43.2 **World Culture Fund.** The Hotel will contribute one cent (1¢) per hour in respect of each regular hour of work that is actually worked and paid for to employees, into the UNITE HERE Union Local 75 World Culture Fund, **from the date of the first pay period closest to ratification.**
- 43.3 **Baggage Tours.** Any group contract that includes baggage handling shall be charged according to the rate set out in Schedule II.F.
- 43.34 **Changes in Employee Information.** Employees (including laid off employees) must notify the Employer's Human Resources Department promptly in writing of any changes in their respective home addresses or telephone numbers in the Hotel's prescribed form. If an employee fails to so notify the Employer's Human Resources Department, the Employer will not be responsible for the failure of any notice to reach an employee and any such notice that is given or indicated in the employee's personnel file will conclusively be deemed to have been received by the employee or laid off employee.

ARTICLE 44 – CONSTRUCTION WORK

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

ARTICLE 45 – HOUSEKEEPING DEPARTMENT

- 45.1 In the Housekeeping Department the employees and the employer shall follow these guidelines in room assignments.

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

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

ARTICLE 46 COTS

46.1 Cots & Cribs: The sum of \$1.50 (\$2.00 January 1, 2008) for the combination of set up/take down of a cot or crib by the Houseperson, and \$1.50 (\$2.00 January 1, 2008) for the Room Attendant and/or Houseperson, for the make-up of a cot or crib will be effective date of receipt of written notice of ratification.

ARTICLE 45 47 - COPIES OF COLLECTIVE AGREEMENT

4547.1 The Union and the Employer will equally share the cost of printing this Collective Agreement.

ARTICLE 46 48 - TERMINATION

4648.1 This Agreement shall continue in effect until **January 31, 2010**, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) days or not more than ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

4648.2 If notice of desire to amend this Agreement in accordance with Article 46.1 is given by either party, the other party agrees to meet for the purpose of negotiations and this Agreement will remain in effect until the new Agreement has been negotiated and signed or, until the date upon which the Union may call a legal strike or the Employer may legally lock out employees pursuant to the Ontario Labour Relations Act, whichever occurs first.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

SCHEDULE I:HOLIDAYS

1. The hotel will grant to all full time regular employees within the scope of the contract prior to the holidays concerned, and who work all of their last regularly scheduled day of work before the public holiday and all of their regularly scheduled day of work after the public holiday, pay for days listed.

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Family Day (2008)	

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

Eligible full time employees in the active employ of the Employer who have completed their probationary period, will receive the following paid holidays:

New Years Day	Good Friday
Labour Day	Christmas Day
Boxing Day	Victoria Day
Canada Day	Thanksgiving Day
Civic Holiday	Remembrance Day

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

Civic Day	Remembrance Day
Employee's Birthday	

Anniversary date (employee start date)

One (1) Floating Personal Day (effective January 1, 2009)

An additional Floating Personal Day (to be used in 2007 only)

Note: The Union expects the Company to accommodate requests to schedule personal days off or pay out to employees.

2. If another Federal, Provincial, or Municipal holiday(s) should be proclaimed during the term of this Agreement, such additional holiday will replace the first holiday which is not a statutory holiday listed above. The intent is that subject to a full-time employee's entitlement to the Anniversary Date of employment float holiday when such holiday is in effect as set out above, there shall be no more than eleven (11) paid holidays for eligible full-time employees per year. After the effective date of a full-time employee's Anniversary Date of employment float holiday, the intent is that there shall be no more than twelve (12) paid holidays per year for the balance of the term of this Agreement for eligible full-time employees.

3. Holiday pay shall be calculated based upon the number of hours the employee would otherwise have worked had there been no holiday at his regular straight time hourly rate of pay.

4. In order to qualify for paid holiday pay, eligible full-time employees must:

(a) Work their full scheduled shift immediately preceding and immediately following all paid holidays including designated holidays;

(b) Have worked and earned wages on at least twelve (12) days during the four weeks immediately preceding the holiday including designated holidays.

5. An employee scheduled to work on a holiday and who does not report to work shall forfeit his holiday pay unless the absence is authorized by the Employer.

6. Full-time employees who have completed probation and who work on any one of the legislated eight (8) Statutory Holidays referred to in the Employment Standards Act, shall receive pay for time worked on such day at the rate of time and one-half their regular hourly rate of pay and, if qualified, to holiday pay in addition thereto.

7. Eligible full-time employees, who have completed probation and who are required to work on any one of the negotiated holidays (i.e. Civic Holiday, Remembrance Day, Employee's birthday and Anniversary Date of Employment when the holiday is in effect) shall receive pay for time worked on such day at their regular hourly rate of pay, and if qualified, to holiday pay in addition thereto.

8. If a holiday falls within an employee's vacation period, the Employer will grant either an extra day's holiday at a time convenient to the Employer or pay for the holiday as provided herein.

9. When an employee is required to work on any one of the holidays, the hours the employee works on the holiday shall not be taken into consideration in calculating any overtime pay to which the employee may be entitled for the period in which the holiday occurs.

:WAGES

A. Probationary Rate

The parties agree to a probationary starting rate for newly hired employees. New employees will receive the greater of the prescribed Employment Standards Act minimum wage rate, or eighty percent (80%) of the rates set out in this Agreement which is in effect at the time of hiring and after the date of ratification, for a period of fifty (50) days actually worked following the employee's date of hire as set out in Article 15.1 of this Agreement.

B. Merit Rating

The scales of wages as outlined herein are considered the minimum scales and do not prohibit the Employer from granting merit increases to more proficient employees when the Employer deems it appropriate to do so. Merit increases shall not constitute a term nor an amendment to this Collective Agreement.

C. Classifications

It is acknowledged and agreed that some of the classifications in certain departments may or may not be filled and that they may or may not be filled at a future time in the Employer's discretion. If a new bargaining unit classification is created within the scope of the bargaining unit, the Employer and the Union shall meet to discuss the appropriate wage rate for the classification.

D. Temporary Assignments

When an employee is temporarily assigned to a job other than that to which she is permanently assigned she shall receive her own rate or the rate of the job to which she is assigned, whichever is higher, for all hours worked in the assigned position provided that she works in excess of one (1) hour in the assigned position. This provision shall not apply to temporary assignments which have been made by the Employer for the purposes of covering an assigned position during orientation, department meetings, or training sessions.

Where an employee is temporarily assigned to a job other than that to which she is permanently assigned for the purpose of covering an assigned position during orientation, departmental meetings, or training sessions, she shall receive her own rate or the rate of the job to which she is assigned whichever is the greater

provided that the employee works in excess of four (4) hours in the assigned position. It is understood that Clause D.(a) shall not apply in these circumstances.

E. Meals

Employees will be charged One Dollar (\$1.00) for meals that are provided to employees by the Employer.

F. Tour Baggage Rate

Effective the first full calendar month following the date of ratification, the Employer will apply a tour baggage rate of \$2.60 per bag in and out. **Effective January 1, 20062008, the rate will be increased to \$2.80 90 per bag in and out and effective January 1, 2009, the rate will be increased to \$3.10 per bag in and out..**

G. Management Gratuities

When a food and beverage bill in the Restaurant is signed to a management account (numbers 9907, 9902 and 9903), a gratuity of fifteen percent (15%) will be added for satisfactory service provided and completed by the server.

H. Bartender in Mahogany

The Employer will pay the applicable wages as set out above, to the Bartender in Mahogany. The Employer will agree to amend the existing "15 minute break" practice insofar as it relates to the Bartender in Mahogany so as to ensure that this Bartender receives two fifteen (15) minute breaks as per other bartenders in the bargaining unit who are governed by this Agreement.

SCHEDULE III: VACATION

1. All full-time regular employees of the Employer who have completed one (1) year of continuous service but less than five (5) years of continuous service with the Employer in their anniversary year, will be entitled to, two (2) weeks of vacation with four percent (4%) of their earnings.
2. All full-time regular employees of the Employer who have completed five (5) years of continuous service with the Employer in their anniversary year, but less than ten (10) years of continuous service with the Employer will be entitled to three (3) weeks of vacation with six percent (6%) of their earnings in the sixth year of employment.
3. All full-time regular employees of the Employer who have completed ten (10) years or more of continuous service with the Employer in their anniversary year will receive four (4) weeks of vacation with eight percent (8%) of their earnings in the eleventh (11th) year of employment.
4. **Effective January 1, 2007, all full-time regular employees of the Employer who have completed twenty-four (24) years or more of continuous service with the Employer in their anniversary year will receive five (5) weeks of vacation with ten percent (10%) of gross wages.**
5. **Effective January 1, 2008, all full-time regular employees of the Employer who have completed twenty-three (23) years or more of continuous service with the Employer in their anniversary year will receive five (5) weeks of vacation with ten percent (10%) of gross wages.**
6. **Effective January 1, 2009, all full-time regular employees of the Employer who have completed twenty-two (22) years or more of continuous service with the Employer in their anniversary year will receive five (5) weeks of vacation with ten percent (10%) of gross wages.**
7. **Effective January 1, 2010, all full-time regular employees of the Employer who have completed twenty-one (21) years or more of continuous service with the Employer in their anniversary year will receive five (5) weeks of vacation with ten percent (10%) of gross wages.**
8. Vacations will be granted within ten (10) months following the date on which an employee qualifies.

9. In calculating earnings for the purpose of determining vacation pay, no account shall be taken of any vacation pay previously paid.
10. Due to the peculiarities of the hotel business, it is recognized that during certain periods, minimum scheduling of vacations is necessary; therefore, the Employer may grant vacations so long as it does not prevent the Employer from maintaining a qualified, efficient and adequate work force.
11. Vacation credits shall not be cumulative from year to year.
12. The periods at which employees shall take vacation shall be based upon selection by the employee according to seniority in the classification in each department but shall be finally determined by the Employer having due regard for the proper and efficient operation of the Hotel.
13. The Employer will arrange for a vacation schedule to be posted in each department by February 1st of each year. An approved vacation schedule will be posted by March 31st of each year.
14. The usual deductions from an employee's pay will be deducted from the employee's vacation money.
25. Part-time employees will receive vacation time and vacation pay in accordance with the Employment Standards Act.

SCHEDULE IIIV::BANQUET SERVICE CHARGES

A. FOOD

- (b) 1. (a) Effective the first full calendar month following the date of ratification of this Agreement, it is agreed that of the total amount of Service Charge left by the guest, 80% of the food portion will be set for the sharing amongst the Banquet Servers who served the food as set out herein. The remaining 20% will be paid to the Employer for allocation as it deems fit.
- (c) (b) (i) Of the 80% referred to above, 15% of the Service Charge for the food portion (i.e. 15% of the 80%) will be set aside for Banquet Porters to be distributed based on the gratuity per hour times the amount of hours worked system. The balance of the said 80% (i.e. 85% of the 80%) will be set aside for the sharing amongst the Banquet Servers who served the food.
- (ii) With respect to coffee breaks or sandwich service, Banquet Porters who set up the function will receive 15% of the said 80% service charge and the balance of the said 80% service charge will be set aside for the sharing amongst the Banquet Servers and/or Banquet Porters who served (i.e. 85% of the 80% Service Charge).

B. BEVERAGE

1. It is agreed that following the date of ratification, any service performed for banquet bars will be paid to the employees providing the service at 80% of the service charge paid by the guest with the balance paid to the Employer for allocation as it deems fit.

C. HOURS OF WORK AND OVERTIME

1. Hours of work and overtime and reporting time provisions for Banquet employees will be in conformity with the *Employment Standards Act of Ontario* and Regulations thereunder.

D. PAYMENT OF GRATUITIES

1. Payment of gratuities will be divided equally by the servers who provide the service and they will receive an itemized breakdown for each function worked and their service charge every two (2) weeks.
2. The checks or relevant documents showing the total amount of service charge signed by the guest will be available for inspection by the Union upon written request. Non payment of such gratuities to the Employer is subject to deduction from subsequent gratuities payable to employees concerned.
3. The Union will be notified accordingly of such non payments. Adjustments on any non payment will be made by the Employer.

E. NUMBER OF EMPLOYEES

1. The capped number of full time Banquet Servers and Bartenders that may be scheduled is seven (7), all inclusive. Should the Employer find it necessary to increase the capped number, it may do so.
2. The parties agree that the above capped numbers do not constitute any guarantee that work will be available or that the Employer will be required to maintain the capped number.
- (d) 3. (a) The parties agree that all full time banquet servers covered under this Schedule will be assigned on a rotation basis with a view to equalizing the available functions, covers and income earned through the service charge where it is possible without any restrictions on Gold Plate functions.

(b) In order to qualify for full-time server and be in the rotation system, the employee must be available for all three shifts (i.e. breakfast, lunch and dinner).

4. No employee referred to in this Schedule will have the right to refuse assignments.

(e) 5. (a) Any capped employee who refuses two (2) scheduled work assignments on any posted work schedule in any two (2) normal work weeks shall be considered as having terminated their employment with the Employer.

(b) Any part-time Banquet employee who refuses three (3) work assignments in any month shall automatically lose all accumulated seniority and shall be placed at the end of the list of part-time employees in the Banquet department to whom work is offered.

6. Notwithstanding any provision contained herein, the Employer will have the unfettered right to select service persons that will be provided for Gold Plate functions.

F. CLEAN-UP

1. Servers will set up functions assigned to them for service and after the function is over, they will clean up the assigned function.

G. PART-TIME EMPLOYEES

1. The parties recognize that due to the peculiarities of the hotel business and the Banquet Department, there will be periods during the part-time employee's year where they will work in excess of the normal part-time hours, but for the above stated reasons will not enjoy the full time benefits as indicated, and their status will not be changed.

Letter of Understanding No. 1

Re: Extra Hours

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

If there are still an insufficient number of employees in the classification who accept extra hours, then employees working the current schedule, who were not previously asked, shall be asked, in order of descending seniority in accordance with Article 16.

Should an insufficient number of employees working in the classification, not agree to accept the extra hours assignment, Management may assign the hours to employees in accordance with Article 16.

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

The employer will next offer the work to employees working the current schedule in the classification in descending order of seniority in accordance with Article 16.

If there are an insufficient number of employees working the current shift who do not agree to accept the extra hours assignment, then the work may be assigned in accordance with Article 16.

- (c) In cases of scheduled absences, such as vacations and leaves of absence, the employer may use the provisions of Articles 16 to temporarily transfer employees to fill the vacancy only after employees have been provided an opportunity to maximize hours within the classification.

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING NO. 12:

Re: Temporary Vacancies

The parties intend that non-bargaining unit employees will not perform bargaining unit work until the Employer has applied this Letter of Understanding in the Employer's endeavour to fill temporary vacancies, or, in the event of an emergency. Toward that end, the Employer will fill temporary vacancies on the following basis:

The Employer will compile a list ("the List") of available employees (for each of the job classifications) who have indicated that they are ready, willing and able to work additional hours whenever required by the Employer.

The Employer will request volunteers from amongst the Employees in each of the job classifications to work additional hours as required when compiling the List for each job classification.

When hours of work directly arise out of temporary vacancies in any particular job classifications and the Employer requires such vacancies to be filled, the Employer will assign such hours by offering the hours to the employee on the List (for the applicable job classification) who has the greatest seniority and who has indicated a willingness to work.

The Employer will not be obliged to contact employees regarding such vacancies nor to offer hours to those employees who do not appear on the appropriate job classification List.

Any employee on the List who refuses an offer of hours on two consecutive occasions without a reasonable explanation, or who regularly refuses offers of hours, will have his or her name removed from the List and the Employer will not be obliged to extend any further offers of hours at any other time to such employee.

The Employer may schedule hours of work in any way it sees fit (having regard to the employee in the classification who is least senior), if:

There are an insufficient number of employees who appear on the applicable List for the Employer's purposes; or

The Employer is unable to assign the required hours to employees who appear on the applicable List, for any reason.

The assignment of such hours or the filling of such temporary vacancies would result in a conflict with the terms of the Collective Agreement or would result in the payment of premium payments of any kind under the Collective Agreement.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 23:

Re:Subcontracting

During the negotiations of the renewal of the Collective Agreement, the Employer has indicated to the Union that the Employer had not formulated a plan to subcontract bargaining unit work during the term of the Collective Agreement which would directly result in the lay-off of bargaining unit employees.or least operations during the term of the Collective Agreement.

The Employer will not exercise its right under Article 41 of the Collective Agreement, to subcontract bargaining unit work or lease operations which would directly or indirectly result in the lay-off of bargaining unit employees, for the duration of the Collective Agreement.which would directly result in the permanent lay-off of bargaining unit employees, for eighteen (18) months from the commencement of the collective agreement.

The intention of the parties is that, should there be a lease of food and beverage operations that it will be covered by the Collective Agreement, and all terms and conditions shall apply to the successor operator.

The Employer agrees that any lessor shall be required to assume the Collective Agreement as a condition of entering into the lease.

The Employer agrees that it willnot enter into any lease arrangement in respect to the food and beverage operation under this Collective agreement on a temporary or other basis, unless the party who assumes the food and beverage operation (the “lessor”) agrees to hire any employees who are affected by the arrangement, to recognize the Union and to execute and agree to be bound by the provisions of this collective agreement in respect of such employees. In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from any lessor who has failed to meet the terms of this provision. These provisions will also apply to any successor.

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

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

The rate of pay for gratuity employees will be determined per their earnings on their T-4 Slip.

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

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

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 43

Re: Leasing of The Canadian Bar and Grill (“the CB&G”)

During the negotiations of the renewal of the Collective Agreement, the Employer has indicated to the Union that the Employer had not formulated a plan to close the CB&G and lease out the Restaurant space to another party as a result of which bargaining unit employees in the CB&G would be permanently laid off.

In the event that the Employer determines that it is necessary to close the CB&G and, the Restaurant space is leased to another third party during the term of the Collective Agreement, as a direct result of which leasing, existing CB&G bargaining unit employees are permanently laid off, the following will occur with respect to such employees who are displaced (“the Displaced Persons”):

The Union will be provided with a minimum of sixty (60) days’ notice in writing;

The Employer will assign or offer alternative employment which may be available at the time to the Displaced Persons who have completed probation in the Restaurant (also referred to herein as “seniority employees”), in accordance with the Collective Agreement, provided that such persons are ready, willing and able to accept an available position and the working conditions in effect at the time, and the Employer is able to maintain a competent, qualified and efficient workforce as a result. The Employer may provide training to employees in these circumstances where the Employer deems such training to be necessary. It is understood that where skill, ability and experience are equal between employees in these circumstances, seniority will be the governing factor.

In the event that there are no available positions as set out in (B) above, and seniority Restaurant employees would otherwise be laid off as a direct result of the leasing and closure, affected Restaurant seniority employees may request the opportunity to apply their Company seniority to displace employees in similar job classifications in another department. The Employer will determine whether in its opinion, the affected seniority employees have the requisite skill, ability, reliability and willingness to perform the work. The employee must be prepared to accept the terms and conditions of the position in effect at the time.

Should the Displaced Persons not be assigned or offered alternative employment by the Employer as set out above, then the affected Restaurant seniority employee will have the following options:

Apply for an available position in accordance with the job posting provisions of the Collective Agreement; or

Remain on the seniority list for a period of twenty-six (26) weeks and be subject to recall for employment under the Collective Agreement; or

Elect to accept severance pay which will be based upon one week's pay for each twelve (12) months of completed service since the date of last hire, to a maximum of twenty-six (26) weeks, inclusive of any entitlement under the Employment Standards Act of Ontario, and be removed from the seniority list.

One of the options set out in (D) above must be selected by the affected Restaurant employee not later than ten 10 days prior to the date of the lay-off as a result of the closure of the Restaurant.

Letter of Understanding No. 4:

Re: "Party of Eight Patrons Policy" in The Canadian Bar and Grill ("the CB&G")

(f) The parties hereto hereby acknowledge that if a patron calls to make reservations in the CB&G for a party of eight or more adult patrons for lunch or dinner, the Employer will suggest that a gratuity of fifteen percent (15%) be added to the patron's bill.

It is understood that this policy will not apply to groups of eight or more, where the patrons are having beverage service only or where a group of eight or more patrons have arrived without first making a reservation. However, it is

understood that employees providing beverage service to a party of eight or service to a party of eight or more patrons who have not made a reservation, may be authorized by the Employer to add the suggested gratuity where the Employer deems it appropriate.

If any patron objects to the inclusion of or to the payment of the fifteen percent (15%) gratuity on their bill, the patron will not be required to pay the suggested gratuity and the Employer will have no further obligation to the employee concerned.

It is understood that even if a patron has agreed to the suggested gratuity, if the patron subsequently complains about the service or disagrees with the payment of the suggested gratuity, the patron will not be required to pay the suggested gratuity and the Employer will have no further obligation to the employee concerned.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 545:

Re: Technological Change

In the event that the Employer intends to introduce significant technological changes which relate to the introduction of new equipment and which also directly result in the loss of employment of five (5) or more bargaining unit employees or, of a whole classification of bargaining unit employees, the Employer will notify the Union as soon as it is aware of the change and the consequent loss of employment.

The parties will then meet to discuss ways in which the adverse effects of a technological change can be reduced on any employee who is directly affected, if possible.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 656:

re: Performance of Bargaining Unit Work in Restaurants and/or Bars

The parties hereby acknowledge that in the Employer's Restaurants and/or bars, there may be occasions from time to time, on which bargaining unit employees who were scheduled to work are no longer on the Hotel premises because they have been directed to leave work before the end of a work shift

due to a lack of business as determined by the Employer, or because the employee has been authorized to leave work early by the Employer. Notwithstanding Article 3 of the Collective Agreement, it is acknowledged and agreed that non-bargaining unit employees may be required to perform bargaining unit work as required, following the departure of any bargaining unit employee from the premises as a result of circumstances that arise following an employee's departure from the Hotel (i.e. sudden unexpected busy period or business) and this will not constitute a violation of the Collective Agreement.

It is also understood that Article 3 of the Collective Agreement does not in any way preclude the efficient use of supervisors and managerial personnel (i.e. sous chef performing cooking duties, etc.).

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 776:

re: Human Rights Policy

The parties hereto hereby acknowledge that the Employer will post its Human Rights Policy in the Human Resources Office and in the Cafeteria.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 878:

Re: Room Service/Service Charge

The Employer previously introduced a practice which involved the sharing of the room service/service charge with a room server as a result of which practice the server **could will receive seventy-fiveone hundred percent (75100%) of the room service/service charge that was charged to a guest.**, and the Employer could receive twenty-five percent (25%).

Effective the first full calendar month following the date of ratification, the Employer will amend the practice that has previously been in effect, so that a room server will receive ninety percent (90%) of the room service/service charge that is charged to a guest, and the Employer will receive ten percent (10%).

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 9:

Re: Housekeeping Department

In the Housekeeping Department, if a Room Attendant finds that there is excessive damage done to a room or there are extraordinary circumstances which will cause the Attendant to spend a significantly longer period of time cleaning her allocation of rooms on any work day, the Room Attendant will immediately contact her supervisor and advise her of the circumstances. The

supervisor will then assess the situation while also considering the Room Attendant's allowed breaks as set out in the collective agreement. The supervisor will then determine whether: (a) Someone should be assigned to assist the Room Attendant; or (b) The Room Attendant should be assigned other rooms on that day; or (c) Whether the Room Attendant's workload for that day should be adjusted by the Employer; or (d) Whether there are any other options which the Hotel can consider which will enable the Hotel to efficiently and effectively have its rooms cleaned which options have also been considered in advance of being implemented, at a Labour Management Committee meeting.

Letter of Understanding No. 1089:

re: Effect of Temporary Job Transfers on Job Posting

It is understood that in the event an employee is temporarily transferred into a bargaining unit position, the time that is spent performing the duties in such position shall not automatically result in the transferred employee being awarded the position if the position is posted in accordance with the job posting provisions of the collective agreement. The Employer will consider the experience that an employee has obtained in a lengthy temporary assignment, as experience that will also be considered with the other criteria set out in the job posting provisions. It is not the intention of the parties hereto to undermine the integrity of the job posting provisions that are set out in the collective agreement.

In the event that an unsuccessful applicant to a job posting requests the Employer to advise him of how the employee can improve his chances of obtaining the position in a subsequent job posting (for example, a reference to educational opportunities under Article 21 of this Agreement), the Employer will discuss same with the employee at a time that is mutually convenient.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 11910:

re: Vacation Credits Accumulation

The parties hereby acknowledge that while Schedule 3, item 8 of the collective agreement provides that “vacation credits shall not be cumulative from year to year”, certain bargaining unit employees have been permitted to accumulate vacation credits from one year to the next.

It is hereby understood that during the term of this Collective Agreement, employees will not be permitted to accumulate vacation credits and carry them over to another year without the express written authorization of the Employer. In the event that an employee wishes to submit a request to carry over vacation credits earned in one year into the next year, such request must be submitted to the Employer in writing and may only be submitted by a full-time employee who has completed five (5) years of continuous service or more with the Employer.

In the event that the Employer allows an employee to accumulate vacation credits from one year to the next year as set out herein, such authorization will be without prejudice and without precedent and will not constitute the basis for asserting that there is an established practice that in any way modifies the terms of the Collective Agreement.

It is understood that under no circumstances will an employee be permitted to carry vacation credits over for more than one (1) year.

It is also understood that every employee who has completed one (1) year of service or more will be required to take at least two (2) weeks vacation time within ten (10) months following the date on which the employee qualifies. The

amount of vacation time that an employee may be permitted to carry over into the following year is only the amount of earned vacation time in excess of two (2) weeks (ie. a full-time employee who has completed five (5) years of continuous service with the Employer must take two (2) weeks of vacation and may be permitted to carry over one (1) week into the following year).

With respect to employees who currently have accumulated vacation credits as at the date hereof, the payment of such credits will be paid out to employees at such time that they take their full earned scheduled vacation entitlement for the current year, or at such other time as the Employer and the employee may agree. Such employees will not be permitted to accumulate any further vacation credits unless otherwise authorized by the Employer in accordance with this Letter of Understanding.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 12101

re: Gratuities in Restaurant

The Employer will consider alternative means by which it brings gratuity customs to the attention of the restaurant's patrons such as for example, an insert card which accompanies the bill, or an inclusion of a message to the patron on the next menu that is printed.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 13112

re: Laugh Resort Servers and Mahogany Server and Mahogany Bartender

It is understood that “Laugh Resort Servers” will be considered to be working in a separate department within the Hotel, that is known as “the Laugh Resort”. It is understood that “Laugh Resort Servers” will be required to work in the Hotel Restaurant as well as in the Laugh Resort from time to time, based on business volumes. It is understood however, that “Laugh Resort Servers” will not displace any Restaurant Server who has been regularly scheduled. “Laugh Resort Servers” will only supplement Restaurant Servers such as to address business volumes in the restaurant immediately before and after a Laugh Resort performance.

It is understood that “Mahogany” is also considered to be a separate department within the Hotel and that within that department there is a “Mahogany Server” and a “Mahogany Bartender”. The “Mahogany Server” will receive the same wage rate as the server rate of pay and the “Mahogany Bartender” will receive the same wage rate as the bartender rate of pay.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 1412

Re: Training Premium

In the event that the Employer assigns an employee to be a Designated Trainer to train another employee, the employee who is designated as a trainer will be paid an amount of twenty-five cents (\$0.25) per hour for each hour that is actually spent in training such other employee and such amount will not be included in the employee's regular base rate for the purposes of any other Article in this Agreement. It is understood that those employees who are currently identified as Designated Trainers, will maintain the current training premium arrangement that exists as of the date hereof as long as they continue to be Designated Trainers.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 1513:

Re: Lead Premium

In the event that the Employer assigns an employee to be the designated lead employee in the Laundry Department or Maintenance Holicare Lead, the designated employee will be paid an amount of thirty cents (\$0.30) per hour for each hour that is actually spent working as the lead employee and such amount will be included in the employee's regular base rate for the purposes of any other Article that is referred to in this Agreement.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 146:

Re: Bag Rate

The Hotel will endeavour to obtain the prescribed bag rate from tours. It is understood that it will be less likely that the Hotel will be able to obtain bag rates from certain tours (i.e. Church groups, student groups, charitable groups etc.). It is also understood that the Hotel will not refuse business as a result of a tour's unwillingness to pay a bag rate and the Hotel will not be required to pay same to bellmen.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 1715:

re: Clarification of Calculations for Health and Welfare Contributions by Employer Under Article 28 of the Collective

The Employer will contribute on hours during a non work related disability and/or illness provided that the employee is fully incapacitated and the employee is in receipt of weekly indemnity that is covered by HERE Union Local 75 Health and Welfare Plan. The Employer will have the right to be provided with confirmation in writing from the appropriate source, that the employee has qualified and is receiving weekly indemnity benefits.

For the purpose of calculation, the method that shall be used in making the calculation in the following situations will be as set out below:

Vacation: Total vacation pay divided by the base hourly rate = total number of hours to use in the computation of the Employer's contribution to the Plan as set out in the Collective Agreement.

Parental Leave: The Employer will, using the same number of weeks as Employment Insurance, establish the average, the weekly number of hours to use in the computation of the Employer's contribution to the "Plan" as set out in the Collective Agreement.

Non-work related disability and/or illness. The Employer will, using the same number of weeks as Employment Insurance, establish the average, the weekly

number of hours to use in the computation of the Employer's contribution to the "Plan" as set out in the Collective Agreement.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 1816:

re: Bell Captain Position

The Employer has advised the Union that during the term of the Collective Agreement, it plans to re-introduce the Bell Captain position. The Employer anticipates that there is currently one employee who is a bellman who would be transferred into the Bell Captain classification as determined by the Employer.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 1917:

re: Banquet Servers

Effective the first full pay period immediately following the date of ratification of this Agreement, when Banquet Employees are required by the Hotel to work at a function outside of the Hotel's premises, the Banquet Employees will receive two times his/her hourly rate of pay plus applicable gratuity.

Effective the first full pay period immediately following the date of ratification of this Agreement, in the case of functions that are specifically sponsored by the Hotel Banquet Employees who are required to work at such a function will be paid their regular hourly rate of pay and a gratuity that is calculated by the Hotel while having regard to what the full retail value of the function would have been to the client.

When Culinary employees or Restaurant employees are required by the hotel to work at a function outside of the Hotel's premises, the employees will receive two times his/her hourly rate of pay plus applicable gratuity.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 2018:

re: Public Transit Passes

The Employer will meet with the Union to discuss ways and means by which public transit passes can be acquired on a group purchase basis without any cost to the Employer and which passes are paid for by employees through a payroll deduction system if such system can be implemented by the Employer at no additional cost.

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 199:

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

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

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

Signed this _____ of _____, 2008

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 1820:

re: Fair Labour Standards, Products and Materials

The Employer undertakes to consider using services, products and other materials necessary to the proper functioning of the hotel, which are manufactured, provided or produced under fair labour conditions.

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

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding: No. 21

Re: Partnership on Training and Job Opportunities

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

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

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

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

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

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

1. The employer will work with the Union to provide English as a Second Language (ESL) and literacy classes to employees at the worksite, either directly, or in partnership with not-for-profit ESL providers.
2. Vocational skills training programs in housekeeping, food and beverage, maintenance and other departments for both promotion within and between these departments.

3. Opportunities to enter and/or complete culinary and maintenance apprenticeship programs.

4. Programs to evaluate and properly recognize prior learning and/or foreign credentials.

5. A commitment to involving workers in the planning and delivery of training, including on-going opportunities for peer-based training needs analyses, training plan development and where appropriate, delivery of training programs.

6. Any other program as agreed upon by both parties.

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

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

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 22

Re: Equal Opportunity Employment and Diversity

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

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

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

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 23

Re: Workplace Dignity

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

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 24:

Re: Transit Pass

A Transit pass allowance shall be established by the employer to help subsidize the purchase of the aforementioned public transit passes.

Payments to this Allowance shall be made as follows:

February 1, 2007, payment of \$0.01 for every hour worked in the preceding calendar year.

February 1, 2008, payment of \$0.01 for every hour worked in the preceding calendar year.

February 1, 2009, payment of \$0.01 for every hour worked in the preceding calendar year.

FOR THE COMPANY:

FOR THE UNION:

Letter of Understanding No. 25:

Re: Equal Opportunity Training Fund

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

FOR THE COMPANY:

FOR THE UNION:

Memorandum of Agreement

re: Switchboard Operators

WHEREAS the parties hereto have been parties to a collective agreement which expired on August 31, 2004(the "Expired Agreement");

AND WHEREAS the Union is the bargaining agent for employees all of whom are described in Article 2.01 of the Expired Agreement (the "Current Bargaining Unit");

AND WHEREAS the parties hereto have been involved in the negotiations of a renewal collective agreement between them which will have a term that expires on December 31st, 2006 ("Renewal Agreement");

AND WHEREAS the Union has expressed a desire in representing certain employees of the Employer who are employed in the classification of Switchboard Operators which employees are not currently included in the Current Bargaining Unit (hereinafter referred to as either the "Additional Employees" or as "Switchboard Operators"), and which classification exists in a separate and distinct Department within the Employer's Hotel;

AND WHEREAS the Union and the Employer have agreed to recognize the Union as the Bargaining Agent for the Switchboard Operators pursuant to the terms of a Memorandum of Agreement that is dated April 18, 2005 which has now been satisfied;

NOW THEREFORE, the parties hereto agree as follows:

It is hereby acknowledged that there are five (5) employees in the Switchboard Operators Classification and, that the Union has demonstrated that it has majority support amongst those employees in the Switchboard Operators Classification.

It is understood that supervisors and persons above the rank of Supervisor in the Switchboard Operators Classification will not be subject to being represented by the Union under the terms of this Agreement or under any collective agreement.

The Employer agrees that subject to what is referred to in this Agreement, certain identified terms and conditions of the Renewal Agreement will apply to the employees in the Switchboard Operators Classification. The Renewal Collective Agreement is hereby deemed to be amended through this Agreement with respect to Switchboard Operators so as to clearly identify which parts of the Renewal Agreement will apply to employees in the Switchboard Operators classification together with new or amended terms which may apply and which are set out below.

Terms and Conditions of Employment for Switchboard Operator employees

Wages

Switchboard Operators will only receive the following General Wage Increases for all hours worked and paid for:

Sept. 1, 2004: 2%
April 1, 2005: 1%

Sept. 1, 2005: 2%
April 1, 2006: 1% Sept. 1,

2006: 1%

The wage rates for the Switchboard Operators based on the increases referred to above, are attached hereto as Schedule A and are deemed to form part of the Renewal Agreement.

Terms of the Expired Collective Agreement That do not apply to the Switchboard Operators or, terms which are deemed to be amended or deleted for the purposes of this Agreement and for the purposes of the Renewal Agreement

Article 2.01 (Recognition and Scope) is deemed to be amended in the Renewal Agreement so that the Scope of the Bargaining Unit also includes employees who work in the Switchboard Operators classification.

Effective June 1, 2005 or at some other time that is mutually agreed upon between the Employer and the Union, the Employer will commence to deduct union dues for Switchboard Operators in accordance with Article 5 of the Renewal Collective Agreement.

Following the date of ratification of the Memorandum of Settlement in relation the Renewal Agreement, the Employer agrees that it will disregard any disciplinary notices that existed in personnel files for Switchboard Operators prior to the date of ratification save and except for such disciplinary notices that relate to Julie Gaddas (Switchboard Operator). It is understood that if Julie Gaddas does not engage in any employment misconduct that is of a similar nature to the misconduct for which she has been disciplined prior to the date of ratification of the Memorandum of Settlement, during the period April 1, 2005 to September 30th, 2005, disciplinary notices that were issued to her in respect of the period that existed prior to the date of ratification of the Memorandum of Settlement, will be removed from her personnel file. The Employer has agreed to this arrangement without prejudice and without precedent to its rights under Article 13.06 of the Renewal Agreement as it has been amended by the Memorandum of Settlement.

It is understood that for the purposes of Article 16 of the Renewal Agreement (Seniority), the applicable classification for Switchboard Operators will be deemed to be added. It is also understood that the Switchboard Operator classification is in a separate department that has been established by the Employer in accordance with its right to do so under Article 16.04 of the Renewal Agreement.

(g)7. It is hereby agreed and understood that the Memorandum of Settlement and the Renewal Agreement, and this Agreement will determine and set out all of the wages, benefits, and compensation that are applicable to Switchboard Operators and, that any current wages, benefits, sick leave credits (subject to what is referred to below for sick leave credits), and/or other compensation that have been provided or paid to Switchboard Operators prior to the date of ratification of the Memorandum of Settlement, will be discontinued immediately following the date of ratification of the Memorandum of Settlement unless otherwise indicated in this Agreement. To the extent that Switchboard Operators have unused sick leave credits which they were entitled to receive while they have been outside of the Union's bargaining unit (ie. a maximum of five (5) days per year), such unused days may be used by the Switchboard Operators for legitimate illnesses until the anniversary date of their employment after which time such sick day credits will no longer exist. An unused Sick leave credit can only be used during the period referred to herein (ie. to the end of the anniversary date of employment) to cover an employee in the Switchboard Operator classification during any period during which he/she is not receiving any payment from an outside insurance carrier such as the Union's Weekly

Indemnity Insurance Carrier when such insurance goes into effect. Other than what is indicated above, the Employer will maintain existing privileges for Switchboard Operators that are not modified by this Agreement or by the Renewal Collective Agreement.

The Employer has advised the Union that Switchboard Operators have previously been receiving Group Insurance Benefits through the Employer's own Group Insurance Carrier. The parties hereby agree that any and all such Group Insurance Benefits that have been provided to Switchboard Operators will cease effective June 1, 2005 (or on such other date as the parties may mutually agree upon). Notwithstanding any provision in the Memorandum of Settlement in relation to the Renewal Agreement, it is agreed that effective June 1, 2005 (or on such other date as may be mutually agreed upon), the Employer will commence to make contributions to the Union's Health and Welfare Trust in amounts that are specified in the Memorandum of Settlement, in respect of Switchboard Operators who have completed probation. It is understood that the Union's Health and Welfare Trust will replace all of the Group Insurance Benefits that have been provided to Switchboard Operators as referred to herein and, any sick leave credits that were provided by the Employer up to the date of ratification of the Memorandum of Settlement. The use and accumulation of sick leave credits will be discontinued for the Switchboard Operators on their anniversary date of employment.

The Employer has advised the Union that the Employer has been making contributions to an RRSP Plan for the benefit of Switchboard Operators on a matching contribution basis. The parties hereby agree that this employment benefit will cease in respect of the period ending with May 30, 2005. Notwithstanding any provision in the Memorandum of Settlement in relation to the Renewal Agreement, it is agreed that effective June 1, 2005 (or on such other date as may be mutually agreed upon), the Employer will commence to make contributions to the Union's Pension Plan in amounts that are referred to in the Memorandum of Settlement in relation to the Renewal Agreement, in respect of Switchboard Operators who have completed probation.

(h)8. It is agreed that Article 3.01 of the Renewal Agreement will have the application to employees who are employed in the Switchboard Operator classification as set out below.

It is also hereby acknowledged and agreed that Night Auditors employed by the Hotel (who it is acknowledged are outside of the Union's bargaining unit) have historically, regularly and consistently performed Switchboard Operator duties

on the night shift which shift is currently scheduled between the hours of 11:00 P.M. and 7:00 A.M. It is understood that the Employer's Night Auditors will continue to perform these duties in place of Switchboard Operators and this will not constitute a violation of any part of the Renewal Agreement.

It is also acknowledged and agreed that it has been the Employer's well established historical practice and policy during slow business periods in the Hotel as determined by the Employer, to send Switchboard Operators home prior to the completion of their scheduled shift while paying them only for the hours that they were actually required to work. During these periods, the Employer has satisfied its requirements in the Switchboard classification by having the duties performed by remaining Switchboard Operators where applicable and/or by a non-bargaining unit Front Office Supervisor. It is understood and agreed that this well established practice will be continued by the Employer and that this will not constitute a violation of any part of the Renewal Agreement between the parties provided that the practice is applied as follows: The Employer agrees that when selecting a Switchboard Operator to be sent home during a slow business period, it will continue to apply its current practice of first asking Switchboard Operators to volunteer to end their scheduled shift early to go home. When asking employees to volunteer to end their shift early, the most senior employee in the classification will be approached first. It is understood that this practice will not constitute a violation of the Renewal Agreement so long as the agreement to end the shift early is voluntary on the part of the employee.

It is understood and agreed that it has been the Employer's longstanding well established practice to have Non Bargaining Unit employees (ie Supervisors) perform duties in the Switchboard Operator Classification when the employees in the said classification could not keep up with the workflow as determined by the Employer, or when such employees were absent, or when such employees were on breaks. It is understood and agreed that this well established practice will be continued by the Employer and that this will not constitute a violation of any part of the Renewal Agreement between the parties. It is understood that the Employer will not use this provision to displace Switchboard Operators or to reduce his/her hours of work nor to replace a bargaining unit position within the Switchboard Operator classification.

It is understood that nothing in this Memorandum of Agreement or in the Memorandum of Settlement or the Renewal Agreement will have any retroactive effect or result in any retroactive adjustments or payments of any kind

whatsoever to or, in respect of Switchboard Operators, other than the wage increases that are referred to above.

The parties agree to consult with one another with respect to any transitional matters that may arise with respect to Switchboard Operators.

The amendments, practices, deletions that are referred to herein are deemed to be incorporated into the Renewal Agreement. It is understood and agreed that upon the parties executing this Memorandum of Agreement, this Memorandum of Agreement will supersede the Memorandum of Agreement dated April 18, 2005 in every respect and that Agreement shall be of no further force and effect and will have no further application to the parties hereto.

SCHEDULE "A": Switchboard Operators

	2004		2005		2006	
Switchboard Operator	Current	Sept. 01, 04	Apr. 01, 05	Sept. 01, 05	Apr 01, 06	Sept. 01, 06
	\$13.25	\$13.52	\$13.65	\$13.92	\$14.06	\$14.20

**UNITE
HERE! CANADA**

COLLECTIVE AGREEMENT

Between:

HYATT REGENCY

- and -

UNITE HERE LOCAL 75

Expiry Date: January 31, 2010

SCHEDULE II: WAGES								
Classification	Current	Feb. 1, 2007 (1.5%)	August 1, 2007 (2.0%)	Adjustment - Ratification	February 1, 2008 (1.5%)	August 1, 2008 (1.5%)	February 1, 2009 (1.5%)	August 1, 2009 (2.5%)
Housekeeping								
Uniform Attendant	\$15.10	\$15.33	\$15.63	\$15.71	\$15.95	\$16.19	\$16.43	\$16.84
Room Attendant	\$14.97	\$15.19	\$15.50	\$15.58	\$15.81	\$16.05	\$16.29	\$16.70
Laundry Attendant	\$14.97	\$15.19	\$15.50	\$15.58	\$15.81	\$16.05	\$16.29	\$16.70
Linen Room Attendant	\$14.97	\$15.19	\$15.50	\$15.58	\$15.81	\$16.05	\$16.29	\$16.70
Houseperson	\$14.97	\$15.19	\$15.50	\$15.58	\$15.81	\$16.05	\$16.29	\$16.70
General Cleaner	\$14.97	\$15.19	\$15.50	\$15.58	\$15.81	\$16.05	\$16.29	\$16.70
Guest Services								
Bell Captain	\$10.36	\$10.52	\$10.73	\$10.73	\$10.89	\$11.05	\$11.22	\$11.50
Bell Person	\$9.81	\$9.96	\$10.16	\$10.16	\$10.31	\$10.46	\$10.62	\$10.89
Door Attendant	\$12.00	\$12.18	\$12.42	\$12.42	\$12.61	\$12.80	\$12.99	\$13.32
Night Bell Person	\$9.87	\$10.02	\$10.22	\$10.22	\$10.37	\$10.53	\$10.69	\$10.95
Kitchen								
Chef de Partie	\$19.31	\$19.60	\$19.99	\$20.22	\$20.52	\$20.83	\$21.15	\$21.67
First Cook	\$17.71	\$17.98	\$18.34	\$18.57	\$18.84	\$19.13	\$19.41	\$19.90
Second Cook	\$16.07	\$16.31	\$16.64	\$16.87	\$17.12	\$17.38	\$17.64	\$18.08
Third Cook	\$15.39	\$15.62	\$15.93	\$16.16	\$16.41	\$16.65	\$16.90	\$17.32
Steward	\$14.23	\$14.44	\$14.73	\$15.50	\$15.73	\$15.97	\$16.21	\$16.62
Kitchen Apprentice	\$13.92	\$14.13	\$14.41	\$14.41	\$14.63	\$14.85	\$15.07	\$15.45
Kitchen Helper	\$13.44	\$13.64	\$13.91	\$14.14	\$14.36	\$14.57	\$14.79	\$15.16
Cafeteria Attendant	\$14.97	\$15.19	\$15.50	\$15.53	\$15.76	\$16.00	\$16.24	\$16.64
Engineering								
Engineer I	\$16.53	\$16.78	\$17.11	\$17.34	\$17.60	\$17.87	\$18.14	\$18.59
Engineer II	\$14.77	\$14.99	\$15.29	\$15.52	\$15.75	\$15.99	\$16.23	\$16.64
Food Service								
In Room Dining Server	\$9.19	\$9.33	\$9.51	\$9.51	\$9.66	\$9.80	\$9.95	\$10.20
Restaurant Host/Hostess	\$12.61	\$12.80	\$13.06	\$13.29	\$13.48	\$13.69	\$13.89	\$14.24
Restaurant Server	\$9.25	\$9.39	\$9.58	\$9.58	\$9.72	\$9.87	\$10.01	\$10.26
Restaurant Bartender	\$13.00	\$13.20	\$13.46	\$13.46	\$13.66	\$13.87	\$14.07	\$14.43
Restaurant Bus Person	\$11.11	\$11.28	\$11.50	\$11.86	\$12.04	\$12.22	\$12.40	\$12.71
Laugh Resort Server	\$9.24	\$9.38	\$9.57	\$9.57	\$9.71	\$9.86	\$10.00	\$10.25
Banquets								
Convention Services Houseperson	\$13.23	\$13.43	\$13.70	\$13.70	\$13.90	\$14.11	\$14.32	\$14.68
Banquet Server	\$9.24	\$9.38	\$9.57	\$9.57	\$9.71	\$9.86	\$10.00	\$10.25
Banquet Bartender	\$11.20	\$11.37	\$11.60	\$11.60	\$11.77	\$11.95	\$12.13	\$12.43
Banquet Cashier	\$11.70	\$11.88	\$12.11	\$12.34	\$12.53	\$12.72	\$12.91	\$13.23
Mahogany								
Mahogany Server	\$9.24	\$9.38	\$9.57	\$9.57	\$9.71	\$9.86	\$10.00	\$10.25
Mahogany Bartender	\$13.01	\$13.21	\$13.47	\$13.47	\$13.67	\$13.88	\$14.08	\$14.44
Receiving								
Receiver	\$14.63	\$14.85	\$15.15	\$15.38	\$15.61	\$15.84	\$16.08	\$16.48
Switchboard								
Switchboard Operator	\$14.20	\$14.41	\$14.70	\$14.93	\$15.16	\$15.38	\$15.61	\$16.00