

COLLECTIVE AGREEMENT

BETWEEN:

GRANITE CLUB

(herein referred to as the “Employer”)

-and-

UNITE HERE ONTARIO COUNCIL, LOCAL 75

(herein referred to as the “Union”)

Effective: September 1, 2005 to August 31, 2008

COLLECTIVE AGREEMENT

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GRANITE CLUB

(herein referred to as the “Employer”)

-and-

UNITE HERE ONTARIO COUNCIL, LOCAL 75

(herein referred to as the “Union”)

ARTICLE I – PURPOSE

- 1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the parties, to provide means for the prompt disposition of grievances, to establish and maintain satisfactory working conditions for Employees who are subject to the provisions of this Agreement and to prevent interruptions of work and interference with the efficient operations of the Employer’s business.

ARTICLE II – RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to matters arising under the terms of this Agreement for all Bartenders in the employ of the Employer at 2350 Bayview Avenue, Toronto, Ontario, save and except Supervisors and persons above the rank of Supervisor.
- 2.02 Notwithstanding the provisions of Section 2.01, it is agreed that the following provisions of the Collective Agreement will not apply to persons who regularly work less than twenty (20) hours per week:
- Schedule B.
- 2.03 The Union and the Employer agree that non-Bargaining Unit persons as described in Article II will not normally be scheduled to perform Bargaining Unit work except in case of emergency, training, instruction and when there are no Bargaining Unit Employees available to perform the required work.
- 2.04 Casual Employees are covered under the terms of this Collective Agreement and have seniority only within the Casual Classifications.
- 2.05 The Employer and the Union agree that no Officers of the Employer or Employee(s) may enter into any contract inconsistent with this Agreement.

ARTICLE III – RELATIONSHIP

- 3.01 (i) The Employer and the Union agree that there will be no discrimination, interference, restraint exercised or practiced by either of them or their representatives or members because of an Employee’s Union activity or non-activity.

- (ii) The Employer and the Union agree that there shall be no discrimination based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability, or for any other grounds declared unlawful by Ontario Human Rights legislation.
 - (iii) The Union and the Employees agree that no Union activity shall be carried on in the premises except as specifically authorized in this Agreement.
 - (iv) Properly authorized representatives of the Union shall be permitted, upon prior agreement with the Employer, which agreement shall not be unreasonably withheld, to enter the premises at all reasonable times in accordance with the policy of the Employer. It is understood that such Union representative will in no way interfere with the duties of any Employee or unreasonably disturb them in the performance of their duties.
- 3.02 The Employer will advise all new Employees covered by this Agreement that the Beverage Operations are unionized identifying UNITE HERE Ontario Council, Local 75 as the representative Union and will introduce said Employees to the Shop Stewards. Furthermore, the Employer will ensure that all new Employees covered by this Agreement are provided with a copy of the Collective Agreement and the Granite Club Employee Benefit Booklet at the same time they complete their New Hire Paperwork.
- 3.03 The Union shall be entitled to speak to all new hires, once a month at a reasonable time of mutual consent, to discuss their Union, their contract, and their rights during the orientation process. A list of the new hires, including their name, classification/departmental/club seniority, address and phone number shall be forwarded to the Union Office.

ARTICLE IV – CHECK-OFF

- 4.01 The Employer agrees to deduct from the wages of all Employees in the bargaining unit, from day one (1) of employment within the bargaining unit, an amount equal to the weekly dues as prescribed by the Union. The Employer shall remit this amount to the Union office monthly, no later than the fifteenth (15th) day of the month following the month for which such deductions are made. The Employer shall provide with the remittance, a list of all Employees from whom Union dues were deducted, specifying the amount deducted for each.
- 4.02 The Union shall notify the Employer in writing of any change in the amount of Union dues and such notification shall be the Employer's conclusive authority to make the deductions specified.
- 4.03 The Employer agrees to record the total dues deduction paid by each Employee for the previous calendar year on his/her T4 income tax form.
- 4.04 All sums deducted together with the record of those, from whom the deductions, have been made, or the reasons why no deduction was made, including: the amount thereof, type of deduction, social insurance number, Employee classification, address and phone number, shall be forwarded to the Treasurer of the local Union each month.

4.05 At the Union's request, the Employer will allow the Union to review departmental payroll records, schedules, sign-in and sign-out sheets and any other information reasonably required to satisfy the Union that dues are being deducted correctly.

ARTICLE V – STRIKES AND LOCKOUTS

5.01 The Union agrees that there will be no strike as defined under the *Ontario Labour Relations Act* during the term of this Agreement and the Employer agrees that there will be no lockout by it as defined under the *Ontario Labour Relations Act* during the term of this Agreement.

5.02 It is agreed and understood that if any of the prohibited activities referred to above are conducted by any Employee and is established by the Employer, it shall be deemed to be sufficient and just cause for disciplinary action.

ARTICLE VI – MANAGEMENT FUNCTIONS

6.01 The Union recognizes that the management of the Employer and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, in the interest of efficient operations and the highest standards of service, the Union acknowledges that it is the exclusive function of the Employer to:

- (i) maintain order, discipline and efficiency;
- (ii) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline Employees, provided that a claim by an Employee who has acquired seniority standing that he/she has been discharged or disciplined without just cause may become the subject of a grievance and dealt with as herein provided;
- (iii) determine the nature and kind of operations conducted by the Employer, job content requirements and job qualifications, the kinds and locations of equipment and products to be used, work schedules, work assignments, methods of performing time to time and also determine the extension, limitation, curtailment or cessation of operations.

6.02 In order that the functions of management as referred to above may be effectively carried out in the interest of both the Employer and the Employees, the Union agrees that the officers of the Union in any way concerned with the operation of this Agreement as well as Union Stewards, will not encourage and will actively discourage any inefficiency or malpractice on the part of any Employee or group of Employees.

6.03 It is agreed that these functions will not be exercised in a manner inconsistent with the express provisions of this Agreement.

6.04 All matters concerning the operation of the Employer's business not specifically limited by any provisions herein shall be reserved to the Employer and be its sole responsibility. There shall be no attempt by the Union or a Board of Arbitration or Arbitrator to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped any rights of the Employer except as same are expressly set out herein.

ARTICLE VII – SHOP STEWARDS

7.01 The Employer acknowledges that the Union may appoint or otherwise elect from its membership three (3) Stewards who have completed the probationary period, one of which will be the Chief Shop Steward. The function of a Steward will be to assist Employees in presenting complaints or grievances to the Employer if requested to do so by the Employees. The Union agrees to notify the Employer in writing of the names of the Stewards and the Employer shall not be obligated to recognize any persons as Stewards until so notified in writing by the Union.

7.02 The Union acknowledges that a Steward has his/her regular work to perform on behalf of the Employer. Should it become necessary for the Steward to deal with a grievance during working hours, he/she shall not leave his/her work without first obtaining permission of his/her immediate supervisor which permission shall not be unreasonably withheld.

When resuming his/her regular work, he/she will report to his/her supervisor. With this understanding, the Employer will pay for any reasonable time during working hours used by Stewards in handling grievances up to but not including arbitration. The Employer reserves the right to limit such time if there is an abuse of time so taken. The compensation received by the Stewards will be at the Steward's straight time hourly rate of pay exclusive of any premiums and overtime.

7.03 Union/Management Meetings

The parties agree to initiate Union/Management Meetings and such meetings will be held once a month between the parties to discuss problems which may arise in the course of normal operations. An agenda will be submitted by each party in advance of any one meeting. The Union shall be represented by the designated Steward who will be paid at his/her regular straight time rate of pay for all hours in attendance. A Union representative will have the option of attending such meetings.

ARTICLE VIII– NEGOTIATING COMMITTEE

8.01 The Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of Negotiating Committee members to a maximum of three (3) and a Union Representative for UNITE HERE Ontario Council, Local 75 and will recognize and deal with the said Committee with respect to any matter which arises from time to time during the term of this Agreement, and the said Committee will co-operate with the Employer in the administration of the Agreement.

8.02 The Employer will compensate Committee Members at straight time rates for lost wages for scheduled hours spent in negotiations.

8.03 Any amendments to this Agreement during the current term shall be incorporated by mutual consent of this committee and Management.

ARTICLE IX – DISCIPLINE, DISCHARGE AND DISCUSSION

9.01 Any written notice of discipline will be given to the Employee concerned with a copy to the Union Steward who will be present at the time such discipline or discharge is imposed.

- 9.02 Discipline notices including any counseling issued to the Employee(s) must contain information and reasons for which the notice is issued. Such notices shall be issued to an Employee as soon as the Employer is aware of the event leading to their actions and has had a reasonable period of time to investigate the matter. A copy shall be signed by a management representative and the Employee will be required to sign such notices as acknowledgement of receipt of same. The signing of this notice is not an admission of guilt.
- 9.03 Warning notices will be removed after twelve (12) months should the offence not be repeated and suspensions after twenty-four (24) months provided the Employee has not received discipline of any nature during such period.
- 9.04 When an Employee is to be disciplined or has been dismissed or if dismissal is to be discussed, the Employer will inform the Employee of their right to Union representation and ensure that a Shop Steward is present at all such meetings. In the event that the Employee is dismissed, the Employer will inform the Employee of their right to interview a Shop Steward for a reasonable period of time before leaving the premises.
- 9.05 The Employer shall not discipline an Employee on their day-off.
- 9.06 Employees will be granted access to their personnel file. Twenty-four (24) hours advance notice must be given and a Shop Steward and a member of the Human Resources Department must accompany the Employee. The meeting will take place during regular business hours of the Human Resources Department. Should the Employee wish to remove or alter any contents of his/her file other than provided for elsewhere in this Contract, the grievance procedure must be invoked.
- 9.07 In all cases of discipline (including discharge), the Employer will ensure the Employee will be provided the opportunity to have the assistance of a Shop Steward. Should the Employee not wish to have Union representation they will sign a waiver provided by the Union.

ARTICLE X – GRIEVANCE PROCEDURE

- 10.01 Should any difference arise between the Employer and an Employee or Employees as to the interpretation or alleged violation of the provisions of the Agreement, they shall be taken up in the following manner:

Step 1 An Employee having a grievance or one designated member of a group having a grievance shall first take the grievance up with his/her immediate supervisor, who will attempt to adjust it.

An Employee may request the immediate supervisor to call the Steward to handle a specific grievance with the immediate supervisor and the immediate supervisor will send for his/her Steward without undue delay for further discussion of the grievance.

If the grievance is not adjusted by the immediate supervisor, it shall be reduced to writing and signed by the Employee involved and two (2) copies shall be given to the immediate supervisor. The immediate supervisor shall give his/her reply in writing to the Employee and

Steward not later than three (3) working days following the receipt by the immediate supervisor of the written grievance.

Step 2 If the written decision of the immediate supervisor is not satisfactory to the Employee, the Steward, with the consent of the Employee, may refer the written decision five (5) working days following the receipt of the reply to the immediate supervisor. The Employee or the Steward, with the Employee's consent, or the General Manager or his/her designated representative, may request a meeting which shall be held within three (3) working days after such request. The Business Agent of the Union or his/her designated representative may attend such meeting. The General Manager or his/her designated representative shall render his/her decision in writing to the Employee and the Steward not later than that five (5) working days following the presentation to him/her of the written grievance.

10.02 Either the Employer or the Union may require that the Employee or a member of the group of Employees involved in the grievance being appealed shall be present at such meeting.

10.03 All grievance forms shall contain only one (1) grievance. A written grievance shall contain a clear and concise statement concerning the complaint, the persons involved, the date on which the alleged grievance occurred and the relief sought if practicable.

A grievance shall be returned to the Employee if it fails to comply with these requirements and an Employee shall have an additional five (5) days to refile the grievance in conformity with this Section.

10.04 **Time Limits**

No grievance may be processed to arbitration unless the written grievance signed by the Employee is given to the immediate supervisor within ten (10) days from the date on which the cause of the grievance occurred or within ten (10) days from the time the Employee(s) shall have known of the occurrence of the event upon which the grievance is based.

Time limits shall be computed by excluding Saturday, Sunday, Statutory Holidays and Employees' regular days off. Failure of the Employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire and neither it nor the same subject matter shall be further considered or made the subject of a further grievance. Failure of the Employer to meet the time limits shall permit the aggrieved Employee to take the grievance to the next succeeding step, provided he/she presents the grievance at this next step within five (5) days after the expiration of the said time limit. Any agreement as to an extension of time will be valid only if signed by the General Manager or his/her designated representative and the Employee who signed the grievance.

Extensions to the time limits will not be unreasonably denied.

10.05 **Discharge Grievances**

If an Employee who has completed his/her probationary period believes he/she has been discharged without just cause, he/she may file a written grievance with the General Manager within five (5) calendar days after he/she has been given notice of discharge. Step 1 of the grievance procedure shall be omitted in that case.

10.06 Such special grievance may be settled under the Grievance and Arbitration Procedures by:

- (i) confirming the Employer's action in dismissing the Employee; or
- (ii) reinstating the Employee with full compensation and seniority for the time lost; or
- (iii) by any other arrangement which is just in the opinion of the Parties or the Arbitration Board if appointed.

10.07 (i) **Policy Grievance**

It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step Two (2) within twenty (20) days of the Union becoming aware of such a situation.

Group Grievance

Where a group of Employees have identical grievances and each Employee would be entitled to grieve separately, they may present a group grievance and such written notice shall be originated under Step Two (2) within twenty (20) days of the date upon which the event giving rise to the grievance first occurred.

- (ii) If such complaint is not settled to the mutual satisfaction of the conferring Parties, it may be referred to Arbitration.

ARTICLE XI – ARBITRATION OF GRIEVANCES

11.01 If either party requests that a grievance be submitted to Arbitration, they shall make such a request in writing addressed to the other party to this Agreement and at the same time indicate whether the grievance shall be heard by a single Arbitrator or by a three-person Arbitration Board.

11.02 If a single Arbitrator is requested, the party shall in its notice of intent to proceed to Arbitration, nominate an Arbitrator. Within five (5) days thereafter, the other party will respond, either agreeing or suggesting other Arbitrators. If the parties cannot agree on an Arbitrator within five (5) days, they may then request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.

11.03 If a Board of Arbitration is requested, the party shall in its notice, nominate an Arbitrator to the Board. Within five (5) days thereafter, the other party will nominate an Arbitrator. The two Arbitrators shall meet immediately and, if within two (2) working days they fail to settle the grievance, they shall attempt to select a Chairperson of an Arbitration Board. If they are unable to agree upon such Chairperson within a further period of twenty-four (24) hours, they may then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial Chairperson, within a thirty (30) day period.

- 11.04 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairperson of the Arbitration Board or of the single Arbitrator as the case may be.
- 11.05 Arbitrators shall not be authorized to make any decision inconsistent with the terms of this Agreement, nor to alter, modify or amend any part of the Agreement.
- 11.06 No matter may be submitted to Arbitration, which has not been properly carried through all previous steps of the Grievance Procedure.
- 11.07 The decision of the majority of such Board will be final and binding upon the parties hereto. If a majority decision is not possible, then within a ten (10) day period, the decision in writing of the Chairperson shall be final and binding upon the parties hereto.
- 11.08 A person who has been involved in an attempt to negotiate or settle the grievance at any step, may not act as a single Arbitrator or on the Arbitration Board.
- 11.09 The parties may agree by mutual consent to the use of a Mediator at any point of the Grievance and/or Arbitration Procedure. The Mediator will be chosen by mutual agreement. The parties will jointly bear the fees and expenses of the Mediator.

ARTICLE XII – LEAVE OF ABSENCE

12.01 Bereavement Leave/Pay

An Employee will be granted up to three (3) days leave of absence at his/her regular straight time hourly rate to make arrangements for and attend the funeral of the Employee's mother, father, spouse, partner with whom the Employee has cohabitated for a period in excess of one (1) year, child, brother or sister. Leave of absence granted for bereavement will not be applied against the ten (10) days leave entitlement as set out in the *Employment Standards Act, 2000 Emergency Leave Provision*.

- 12.02 An Employee will be granted two (2) days leave of absence at his/her regular straight time hourly rate to make arrangements for and attend the funeral of the Employee's mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, aunt, uncle, niece or nephew. For clarification "mother-in-law, father-in-law" for the purpose of this Article will include the parents of one's spouse and/or partner.

For clarity, it is recognized that it may not be convenient or practical for the Employee to attend any of the funerals listed in this Article and that the Employee may use the specified time to grieve their loss in a manner convenient and practical to them.

12.03 Jury Duty

An Employee who is called for Jury Duty will receive for each day of absence therefore the difference between pay lost, computed at the Employee's regular straight time hourly rate, and the amount of Jury fee received, provided that the Employee furnishes the Employer with a certificate of service signed by the Clerk of the Court showing the amount of Jury fee received.

12.04

Union Leave

An Employee elected or appointed to a full-time position with the Union shall be granted a Leave of Absence without pay and benefits and shall be entitled to maintain his/her seniority for a period of twelve (12) months. Additional Leave of Absence beyond twelve (12) months may be granted by the Employer at its sole discretion provided that it shall not act unreasonably in exercising such discretion.

12.05

Other Leaves of Absence

All other Leaves of Absence shall be requested in writing and granted at the Employer's discretion provided that the granting of such Leave shall not be unreasonably denied. Such Leaves of Absence shall be without pay and benefits, unless otherwise stated, and shall not exceed twelve (12) months in duration. Any Employee who is absent with written permission shall not be considered to be laid-off and their seniority shall continue to accumulate. During the period of the Leave of Absence, the Employee shall not be employed elsewhere unless agreed to by the Employer in writing at the time that the Leave of Absence is granted. The Employer agrees that it shall not act unreasonably in refusing to agree to any such other employment.

12.06

Sick Leave

Employees shall be entitled to ten (10) paid sick days in each calendar year, at their regular rate for their regularly scheduled shift; provided that on the first day of sickness in each period of sickness, Employees shall not be entitled to receive any such sick pay.

12.07

Emergency/Personal Leave of Absence

The Employer recognizes that in certain emergency situations, advance notice and requests for leave of absence may not be afforded. In such cases the Employee shall be obligated to notify the Employer as soon as reasonably possible and will be entitled to such leave without pay and benefits as may be provided for in the sole discretion of the Employer, for a period of time to be discussed at the onset of said leave. The Employer agrees that it shall not act unreasonably in exercising such discretion.

12.08

Parental Leave

Employees of the Employer shall be granted parental leave in accordance with the provisions of the *Employment Standards Act* of Ontario.

12.09

Any Employee's reinstatement after sick leave will be conditional upon his/her supplying, when requested, a certificate from a physician that he/she is capable of performing his/her duties and responsibilities. In any event, the Employer may at any time request that an Employee attend a physician(s) of the Employer's choosing for purposes of a medical examination. When such request is made of an Employee, it shall be complied with provided the Employee is physically able to so attend. The Employer shall pay the medical fees and lost time, if any, arising from such examination.

12.10

All Leave(s) of Absence as set out in this Article will not be applied against leave entitlement as set out in the *Employment Standards Act, 2000 Emergency Leave Provisions*.

ARTICLE XIII – SENIORITY

- 13.01 For the purposes of this Agreement, seniority shall be defined as the length of continuous service with the Employer from the most recent date of hiring. In the application of the Seniority provisions under this Agreement, within each classification, a full-time Employee is considered senior to a part-time Employee and part-time Employees shall be scheduled before casual Employees.
- 13.02 An Employee will be considered on probation and will not be placed on the seniority list until they have completed sixty (60) days worked or six (6) months of employment, whichever first comes. Upon sixty (60) days worked or six (6) months of employment, whichever comes first, the Employee will be placed on the seniority list effective the first day worked. The dismissal, discipline, lay-off or failure to recall after lay-off of a probationary Employee shall be effected at the sole discretion of the Employer. The Employer acting in its sole discretion shall not act in bad faith or arbitrarily.
- 13.03 Seniority is intended to provide maximum work opportunity and hours to senior Employees, so long as they have the skill, ability, availability and qualifications to do the work.
- 13.04 A full-time Employee has preferred status to a part-time Employee, a part-time Employee has preferred status to a casual Employee and a casual Employee has seniority only within the casual classification.
- 13.05 In cases of promotion (except promotions to positions not covered by this Agreement) and assignment of work areas, where the qualifications, ability, physical fitness and efficiency amongst Employees are relatively equal in the opinion of the Employer, seniority will apply, subject to the maintenance of normal standards of proper service.
- 13.06 In the event an Employee is assigned or transferred at the convenience of the Employer to a classification other than that to which he/she is regularly assigned and performs work in excess of one (1) hour, he/she shall receive his/her regular rate of pay or the regular rate of pay of the classification to which he/she is assigned or transferred, whichever is higher, for all hours worked in such position.
- 13.07 In the event an Employee is assigned or transferred at the convenience of the Employer to a classification other than that to which he/she is regularly assigned and performs work in excess of one (1) hour, he/she shall receive his/her regular rate of pay or the regular rate of pay of the classification to which he/she is assigned or transferred, whichever is lower, for all hours worked in such position.
- 13.08 No Employee will be transferred to perform the duties of a different classification unless all union Employees in that classification have been given the opportunity to work (including overtime opportunities). An Employee may not be scheduled to work in a job outside of the scope of the Bargaining Unit unless by mutual agreement.
- 13.09 When an Employee is transferred into the Bargaining Unit, they shall retain Club seniority, however, unless the transfer is of a temporary nature for the probationary period or less, they must start accumulating seniority in the Bargaining Unit.

- 13.10 In cases of lay-off or recall, the Employer agrees to lay-off or recall Employees in the reverse order of seniority provided that in the opinion of the Employer, Employees retained are qualified to do the work available.
- 13.11 An Employee who is laid off shall be retained on the seniority list for a period of one (1) year following the lay-off, provided that if the Employee fails to report for work within seven (7) days of receipt of registered mail notifying the Employee of the recall or within fourteen (14) days of issuance of registered mail notifying the Employee of the recall, the Employee will forfeit any claim to seniority and his/her employment will be terminated.
- 13.12 It shall be the duty of the Employee or laid-off person to notify the Human Resources Office, promptly in writing, of any changes in their address or telephone number. If an Employee or laid-off person fails to do this, the Employer shall not be responsible for failure of the notice to reach said Employee and any notice which appears on the Employer's Human Resources record shall be conclusively deemed to have been received by the Employee or laid-off person on the third (3rd) day after it was sent.
- 13.13 The Employer agrees to post annually, or as may be required by the Union, full-time/part-time seniority lists. An Employee shall have ten (10) days from the time the seniority lists are posted to contest his/her seniority date. If, in the opinion of the Employee, he/she considers his/her seniority date is in error, the matter is to be taken up with Human Resources. All disputes regarding Seniority shall be subject to the Grievance Procedure up to and including Arbitration.
- 13.14 **Seniority Accumulation**
- Seniority will continue to accumulate as long as the Employee has not been terminated subject to termination stipulations set out below recognizing the Employee's right to the grievance procedure should they feel their termination has been unjust.
- Seniority shall terminate and an Employee shall cease to be employed by the Employer when he/she:
- (i) voluntarily quits his/her employment with the Employer;
 - (ii) is discharged and is not reinstated through the grievance procedure or Arbitration;
 - (iii) is absent from active employment for a continuous period in excess of twelve (12) months or the length of the Employee's seniority whichever is shorter (subject to the application, if any, of the Employer's duty to accommodate under the Human Rights Code);
 - (iv) fails to report for work within seven (7) working days of receipt of registered mail or fourteen (14) days of issuance of registered mail, to the Employee's last known address, of notice of recall from the Employer following a lay-off.

ARTICLE XIV – JOB POSTING – VACANCIES AND PROMOTIONS

- 14.01 All permanent Job Vacancies or new Job Classifications and existing Jobs shall be posted for a period of seven (7) working days and any Employee in the Bargaining Unit may make application for any such vacancy. In the filling of the Vacancy, the

Employer will consider skill, ability, efficiency and competence. Where the qualifications are relatively equal, then seniority shall govern. Nothing herein shall prevent the Employer from hiring outside the Bargaining Unit, where no qualified Employee applies. Any vacancy can be filled at the discretion of the Employer on a temporary basis, which shall not exceed ninety (90) days. A successful applicant shall not be allowed to bid for a posted vacancy for a period of six (6) months after he/she has been accepted for a job vacancy.

- 14.02 Interested Employees must apply on the appropriate form at the Human Resources office during said posting period.
- 14.03 Within two (2) working days of the date of the appointment to a posted position, the name of the successful applicant shall be posted on the bulletin board for seven (7) days.

ARTICLE XV – HOURS OF WORK AND OTHER WORKING CONDITIONS

- 15.01 The normal scheduled hours will be on the basis of forty (40) hours per week (exclusive of an unpaid one-half (½) hour meal period each day) and five (5) days per week. It being understood, however, that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to the hours of work per day, nor as to the days or work per week, nor as a guarantee of working schedules.
- 15.02 Authorized work performed in excess of normal scheduled hours of forty (40) per week will be considered over-time and paid for at the rate of time and one-half (1½) an Employee's straight time hourly rate.
- 15.03 The Employer will use its best efforts to post a schedule of hours of work, one (1) week in advance, provided however, that variations in the schedule may be made to meet service requirements. In the event that the Employer fails to meet this requirement, the Employer will notify the Union of the reason for such failure of this requirement and such issue will be reviewed at the next monthly Union/Management Meeting. The Employer will make every reasonable effort to avoid excessive fluctuations in the hours of work.
- The Employer will use its best efforts to notify Employees at least twenty-four (24) hours in advance of any change in the schedule. The Employer will pay a premium of four (4) hours pay for each occasion it fails to give notice to an Employee unless the failure to give notice of such change is caused by business fluctuations or any reason beyond the control of the Employer.
- 15.04 Any Employee who works on a split-shift shall, between his/her work periods, have a maximum time off work of three (3) hours including his/her one-half (½) hour lunch period. Employees who work a split shift shall receive a minimum of eight (8) hours of scheduled work on each such work day.
- 15.05 In scheduling of hours of work or Employees, the Employer will use its best efforts to schedule Employees so as to ensure that they have two (2) consecutive days off during the work week.
- 15.06 In scheduling hours of work, the Employer shall endeavour to provide full-time Employees with hours of work equivalent to the normal basic work week (normal

scheduled hours) before scheduling part-time Employees. This provision shall not apply so as to require the Employer to schedule full-time Employees on an overtime basis rather than schedule part-time Employees. Part-time Employees shall mean those Employees who work twenty (20) hours per week or less based on an average of their hours per week in the preceding eight (8) weeks.

15.07 Overtime shall not be paid more than once for any hour of work and it is agreed that there shall be no pyramiding of overtime payments.

15.08 **Reporting Pay**

Employees who report for work when they have not been notified at least four (4) hours in advance not to do so, and for whom regular work is not available, shall be provided with four (4) hours' work or four (4) hours' pay in lieu thereof at their regular hourly rate of pay. Any Employee so affected shall take such temporary work as is available in order to qualify for his/her four (4) hours' pay. This provision shall not apply if the failure to provide work or give notice is caused by any reason beyond the control of the Employer.

15.09 It is agreed that Employees shall suffer no reduction of wages on a scheduled work day if they are sent home, without their consent, prior to the completion of their scheduled shift and provided non-Bargaining Unit Employees perform their work during such time.

15.10 Employees will be entitled to one fifteen (15) minute rest period for the first four (4) hours scheduled to work, and worked. Should the Employee be scheduled for a second four (4) hours in any one day, then they will be entitled to a second fifteen (15) minute rest period. These rest periods will be paid and are to be taken at times which do not interfere with the efficient and required provision of service.

15.11 From time to time, in order to promote more efficient service to members of the Granite Club, the Employees shall be required to assist in performing other related duties. Related duties may include the service of some food and beverages other than alcohol but do not include the exclusive service of a three course meal. The Employees shall participate in an orientation and training program through the Food and Beverage Department for a minimum of four (4) hours before they are to be actively engaged in food service. Non-Bargaining Unit Employees may be utilized to assist Bargaining Unit Employees during the table service of wines at banquet or reception functions. The Employer recognizes the Bargaining Unit Employees as priority beverage servers.

ARTICLE XVI – UNIFORMS

16.01 It is agreed that Employees who are required to wear uniforms during working hours as determined by the Employer will be supplied jackets and ties which will be laundered and kept in repair by the Employer without cost to the Employee. An Employee who terminates his/her employment with the Employer will be required to return such jackets and ties as of the date of termination. The Employer will reimburse all Employees who have completed their probationary period up to one hundred dollars (\$100.00) plus GST every twelve (12) months for the purchase of

one (1) new pair of shoes upon presentation of proof of purchase and on the condition that such shoes are worn at work.

ARTICLE XVII – VACATIONS WITH PAY

- 17.01 An Employee will be granted vacation entitlements as follows:
- (i) Two (2) weeks after one (1) year of continuous service if completed by May 31st. Payment for vacation will be computed on the basis of four percent (4%) of an Employee’s total pay;
 - (ii) Three (3) weeks will be granted after five (5) years of continuous service if completed by May 31st. Payment for vacation will be computed on the basis of six percent (6%) of an Employee’s total pay;
 - (iii) Four (4) weeks will be granted after ten (10) years of continuous service if completed by May 31st. Payment for vacation will be computed on the basis of eight percent (8%) of an Employee’s total pay;
 - (iv) Five (5) weeks will be granted after twenty (20) years of continuous service if completed by May 31st. Payment for vacation will be computed on the basis of ten percent (10%) of an Employee’s total pay;
- 17.02 An Employee with less than one (1) year of continuous service with the Employer shall receive vacation in accordance with the provisions of the *Employment Standards Act*.
- 17.03 Requests for a specific vacation period, outside the regular vacation period, must be submitted in writing to the Employer no later than March 15th of any given year. The Employer shall post a vacation schedule considering those requests and Seniority, by April 1st of each calendar year.

ARTICLE XVIII – SPECIFIED HOLIDAYS

- 18.01 (i) Subject to the provisions hereof, all Employees will receive the following specified holidays with pay:
- | | |
|----------------|------------------|
| New Year’s Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Civic Holiday |
| Labour Day | |
- (ii) Employees shall have the right of choosing to work or not to work on any of the above-mentioned specified holidays; subject of course to the Employer’s right to schedule and require Employees to work so as to ensure an adequate workforce to perform the required work.
- 18.02 Specified holiday pay will be computed on the basis of the normal scheduled shift hours and shall include any short-term disability benefit and/or workplace safety and insurance compensation benefit at an Employee’s regular straight time hourly rate.
- 18.03 In order to qualify for specified holiday pay, an Employee shall work his/her full scheduled shift on each of their scheduled shifts immediately preceding and

immediately following the specified holiday concerned and the holiday if the Employee is scheduled to work and fails to unless absent due to reasonable cause.

18.04 An Employee who is required to work on a specified holiday will be paid for authorized work performed on such day at one and one-half (1½) times his/her regular straight time hourly rate of pay in addition to his/her holiday pay, except that an Employee scheduled to work on Christmas Eve after 4:00 p.m., Christmas Day, New Year's Eve after 4:00 p.m., New Year's Day, Easter Sunday, and Mother's Day will receive two (2) times his/her regular straight time hourly rate of pay for hours worked in addition to his/her holiday pay where applicable, pursuant to the provisions of Article 20.01 herein.

18.05 In the event that one of the above-named paid holidays falls during an Employee's vacation period, the Employer and the Employee shall mutually agree at least one (1) week prior to the vacation whether the Employee shall receive one (1) extra day's vacation or one (1) extra day's pay.

ARTICLE XIX – HEALTH AND SAFETY

19.01 The Employer agrees to provide a safe and healthy place to work and shall furnish safety devices and safeguards and shall adopt and use methods and processes adequate to render the workplace safe and healthful, and shall do every other thing to protect the life, health and safety of Employees. The Union recognizes and accepts the responsibility of the Employees to treat all equipment and facilities with due and proper care.

19.02 The Union, in consultation with the Employees in the Bargaining Unit, shall appoint two (2) representatives to the Health and Safety Committee established by the Employer.

ARTICLE XX – TRAINING AND EDUCATION

20.01 The Employer agrees to pay Employees at their straight time hourly rates for all in-house training and education which the Employer may require the Employee to attend to the extent that such training and education occurs prior to the commencement or following the expiry of an Employee's regularly scheduled shift.

20.02 In the event the Employer requires Employees to attend in-house training and education at such times other than prior to the commencement or following the expiry of an Employee's regularly scheduled shift, the Employer agrees to pay a minimum call-in of four (4) hours at straight time rates.

20.03 The Employer agrees to bear the cost of the Smart Serve Program that all Employees in the Bargaining Unit will be required to attend. This also includes any subsequent renewal of the Employee's certificate that may be required.

ARTICLE XXI – ENGLISH AS A SECOND LANGUAGE

21.01 English lessons with a certified instructor paid by the Employer will be offered on the Employer's premises for Employees who wish to attend.

ARTICLE XXII – EDUCATION FUND

22.01 The Employer agrees to contribute four cents (4¢) per hour from date of ratification per hour worked per Employee into the UNITE HERE Ontario Council, Local 75 Education Fund.

ARTICLE XXIII – ISSUANCE OF RECORDS OF EMPLOYMENT

23.01 The Employer will provide Employees with Records of Employment in accordance with applicable legislation.

ARTICLE XXIV – UNITE HERE ONTARIO COUNCIL, LOCAL 75 BULLETIN

24.01 The Employer shall provide a bulletin board for the use of the Union in posting issues of interest to the Union. All such notices must be signed by the proper officer of the Union and submitted to the Human Resources Manager of the Employer or its designate before being posted. The approval of the Human Resources Director of the Employer or its designate will not be unreasonably withheld.

ARTICLE XXV – SCHEDULES AND LETTER OF UNDERSTANDING

25.01 Attached hereto and forming part of this Agreement are the following Schedules and Letter of Understanding:

- (i) Schedule “A” – Classifications and Rates of Pay
- (ii) Schedule “B” – Health and Welfare
- (iii) Schedule “C” – Pension Plan
- (iv) Schedule “D” – Severance and Retirement
- (v) Schedule “E” – Hours of Work Agreement

ARTICLE XXVI – ENTIRE AGREEMENT

26.01 The Employer and the Union agree that this Agreement constitutes the entire Agreement between them and that any and all previous Agreements, Supplementary Agreements, Letters of Intent, Understandings, Privileges, Benefits etc. whenever made and whether or not reduced to writing are hereby cancelled and effective upon the signing of this Agreement, the Employer’s obligation to the Union and all the Employees respecting conditions of employment, wages and Employee benefits are limited exclusively to those specifically stated in this Agreement. Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Employer.

ARTICLE XXVII – DURATION AND TERMINATION

27.01 This Agreement shall remain in effect from September 1, 2005 and continue in effect until August 31st, 2008 and shall be automatically renewed for further one-year periods every year unless at least sixty (60) days prior to the termination of the agreement, either party serves written notice upon the other party of its desire to make amendments to the Agreement.

The parties agree to meet for the purpose of negotiations within ten (10) days of receipt of the above-mentioned notice to make amendments to the Agreement or unless otherwise extended by agreements of the Parties.

On completion of negotiations for a new contract, a memorandum of full settlement shall be drawn up and signed by the parties covering all amendments to the contract before the Agreement is presented by the Union to the membership for ratification.

DATED at Toronto, this _____ day of _____, 2006.

GRANITE CLUB

**UNITE HERE ONTARIO COUNCIL -
LOCAL 75**

SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY

A.01 **Classifications and Rates of Pay**

Classification	Hourly Rates of Pay			
	EFFECTIVE			
		Sept. 1, 2005 (\$1.00 equity adjustment + 3.0%)	Sept. 1, 2006 (+3.0%)	Sept. 1, 2007 (+3.0%)
Bartender	13.84	15.29	15.75	16.22

A.02 **Employee Recognition**

Employees who have completed twenty-five (25) years of continuous service with the Employer will receive a recognition award of \$250.00. Employees who have completed thirty (30) years of continuous service with the Employer will receive a recognition award of \$300.00 and after thirty-five (35) years of continuous service the employee will receive a recognition award of \$350.00 that shall be paid on the anniversary date of the employment with the Employer.

A.03 **Retroactivity:** Employees who are employed on the date of ratification or who have retired or deceased since September 1, 2005, shall receive retroactivity for all hours worked since September 1, 2005.

A.04 **Paid Personal Days**

- (i) Employees who have completed one (1) year but less than ten (10) years of continuous service will be credited with one (1) paid personal day in each year of the term of this Agreement.
- (ii) Employees who have completed ten (10) years but less than twenty-five (25) years of continuous service will be credited with two (2) paid personal days in each year of the term of this Agreement.
- (iii) Employees who have completed twenty-five (25) or more years of continuous service will be credited with three (3) paid personal days in each year of the term of this Agreement.
- (iv) Paid personal days may be used by Employees for any purpose including unpaid sick days, family events, birthdays, anniversaries etc. Planned paid personal days of absence shall be granted based on Employee preference, subject to the business and staffing needs of the Employer. Employees who do not use their paid personal days credit prior to December 31st in each year will be paid such unused credits.

SCHEDULE “B”

HEALTH AND WELFARE

- B.01 Subject to the terms and conditions of the master plans and policies, the Employer agrees to make the necessary premium contributions to provide a Benefit Program, to all full-time Employees in the active employment of the Employer, which Benefit Program shall provide coverage for group life, major medical, dental, sick pay and long term disability (the premiums of which are paid by the Employer, except long term disability which is paid by the Employee). The Benefit Program referred to herein shall be in accordance with the Granite Club Employee Benefit Booklet.
- B.02 Premium contributions for such coverage will continue to be paid on behalf of any Employee on lay-off for up to thirty-five weeks in accordance with the *Employment Standards Act, 2000*.
- B.03 The term full-time Employees as used herein shall mean those Employees who work more than twenty (20) hours per week based on an average of their hours per week in the preceding eight (8) weeks.
- B.04 Benefit levels and coverage as provided under the Benefit Program and described in the current Granite Club Employee Benefit Booklet shall not be reduced during the term of the Agreement without the consent of the Union.
- B.05 The Employer agrees that any change afforded by the Employer to health and welfare plans, specified holidays and vacations which are granted to other non-management Employees will be afforded at the same time to those Employees covered by the terms of this Collective Agreement.

SCHEDULE “C”

PENSION

- C.01 Full-time Employees and eligible part-time Employees shall become and remain members of the Employer’s Defined Benefit Pension Plan as a condition of employment. Pension Plan enrolment, eligibility requirements and contribution obligations are set out in the plan documents and are summarized in the Granite Club Employee Pension Booklet.
- C.02 Pension Plan eligibility requirements, contribution obligation and benefit entitlements as provided for in the Granite Club Employee Pension Booklet shall not be changed during the term of the Agreement without the consent of the Union.

SCHEDULE “D”

SEVERANCE AND RETIREMENT

- D.01 Full-time Employees who choose to retire at or after the age of sixty (60) shall be entitled to a lump sum payment of one thousand dollars (\$1,000.00) for every five (5) years of service or part thereof to a maximum of \$5,000.00. Part-time Employees shall be entitled to fifty percent (50%) of this benefit.

**SCHEDULE “E”
HOURS OF WORK AGREEMENT**

BETWEEN:

**GRANITE CLUB
 (“Granite”)**

-and-

**UNITE HERE ONTARIO COUNCIL, LOCAL 75
 (the “Union”)**

WHEREAS Granite and the Union are parties to a Collective Agreement which provides that the Union is the exclusive bargaining agent for certain employees employed by Granite (the “Bargaining Unit Members”);

AND WHEREAS Granite and the Union are desirous of complying with the requirements of the *Employment Standards Act, 2000* (Ontario), as amended (the “Act”) so as to allow the Bargaining Unit Members to work in excess of forty-eight (48) hours in a work week and eight (8) hours in a day, subject to the conditions hereinafter set out;

NOW THEREFORE, Granite and the Union agree as follows:

1. Subject to the condition set out at point three (3) below, the Bargaining Unit Members may work up to, but not more than, twelve (12) hours in excess of the weekly hourly limit of forty-eight (48) hours set out in the Act, which is equal to a maximum of sixty (60) hours in a work week;
2. Subject to the condition set out at point four (4) below, the Bargaining Unit Members may work up to, but not more than, four (4) hours in excess of the daily hourly limit of eight (8) hours set out in the Act, which is equal to a maximum of twelve (12) hours in a day;
3. The right of Granite to require any individual Bargaining Unit Member to work in excess of forty-eight (48) hours in a given week is conditional upon Granite obtaining the consent of such individual during the given week or the week immediately prior to it, which consent may be denied by the individual employee without reprisal by Granite;
4. The right of Granite to require any individual Bargaining Unit Member to work in excess of eight (8) hours in a day up to a maximum of twelve (12) hours of work on any given day is conditional upon Granite obtaining the consent of such individual on that day or the day immediately prior to it which consent may be denied by the individual employee without reprisal by Granite;
5. This Agreement shall be of full force and effect upon the date of its having been signed by Granite and the Union;
6. This Agreement shall cease to be of force and effect upon the earlier of the following:

- (a) A date following the expiration of the Collective Agreement when Granite may institute a lawful lockout;
- (b) A date following the expiration of the Collective Agreement when the Union may lawfully commence a strike;
- (c) A date specified by the Director of Employment Standards; or
- (d) Fourteen days following the date upon which written notice of termination of this Agreement is given by either Granite or the Union.

7. This Agreement is made with the intention of complying with all requirements set out within the *Employment Standards Act, 2000* (Ontario), as amended, and any and all other applicable employment and labour related legislation.

IN WITNESS WHEREOF the parties have executed this Hours of Work Agreement this _____ day of _____, 2006.

GRANITE CLUB

Per: _____

UNITE HERE ONTARIO COUNCIL, LOCAL 75

Per: _____