



COLLECTIVE AGREEMENT

between:

THE KING EDWARD HOTEL
(hereinafter referred to as the “Employer”)

-and-

UNITE HERE LOCAL 75
(hereinafter refer to as the “Union”)

Term: February 1, 2014 - January 1, 2018

06495 (10)

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Article 1 – Purpose

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement and to provide efficient operation of the Company's business.

Now, therefore, the Company and the Union agree as follows:

Article 2 – Recognition and Scope

The Agreement shall apply to all full-time regular employees of the Company whose classifications or groupings are listed in the schedule attached hereto (Article 23).

2.01 The Company acknowledges that the employees in the bargaining unit, save and except supervisors, persons above the rank of supervisor, management trainees, office, clerical and sales staff, reservation staff, audit staff, general cashier, security staff and coat check have selected the Union as their sole bargaining agent, with respect to matters arising under this Agreement.

2.02 The term "employee" or "employees" whenever herein used shall mean only those employees as described in Article 23 Wage Rates.

(a) All employees who regularly work twenty-four (24) hours or more in any one week will be classified as full-time regular employee of the Company.

(b) "Part-time employee" means an employee employed in the bargaining unit described in Article 23 who regularly works less than twenty-four (24) hours per week.

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

i) they have been the successful applicant for a full-time position; or

ii) a part-time employee occupying a position covered by the bargaining unit may, not more than three (3) times in any calendar year, request in writing to have their status verified. After verification, should said employee have averaged twenty-four (24) or more hours a week over a four (4) consecutive monthly period within the same classification, within the same department, they shall then be classified as full-time provided they are available to work up to forty (40) hours per week.

iii) Should the employee move from part-time to full-time status, the employee will be placed on the bottom of the full-time seniority list.

iv) Should a full time employee choose to change to part time status, the employee will carry his or her classification and departmental seniority and his or her seniority will be intermingled on the part time seniority list.

v) Employees working part-time hours in two (2) or more departments on a regularly scheduled basis, whose total hours exceed twenty-four (24), pursuant to (ii) above, will be entitled to full-time benefits.

2.03 Articles 22 – Vacation Privileges and 24 – Statutory Holidays shall not apply to part-time employees classifications except where specified in such.

2.04 Union and the Employer agree that employees not covered by the scope of the agreement will not perform duties that are currently done by employees covered by the scope of the bargaining unit, except in an emergency, for the purpose of instruction, management training or on an occasional and necessary basis for the purpose of meeting the demands of service. For clarification, “emergency” shall be a situation that arises from an unforeseen event, including that caused by the absence of an employee with insufficient advanced notice or unanticipated absenteeism of a significant number of employees. For further clarification, under no circumstances would this provision have the purpose or effect of eliminating any scheduled position, nor would it justify chronic understaffing.

2.05 The Company shall ensure that any new hires within the reference existing scope of the bargaining unit resulting from the creation of new work areas shall become Union members and shall enjoy the appropriate rates of pay for the classifications concerned and benefits.

Article 3 – Management Rights

3.01 The Union acknowledges and agrees that the Company shall continue to reserve all rights, powers and authority to manage the Company and to direct the work force. Without restricting the generality of the foregoing, such right of the Company shall include the right to:

- a) Instruct and direct employees in their duties and responsibilities;
- b) Control the use of buildings, equipment, utensils, machinery, tools, material, instruments, clothing, uniforms and all other articles or things belonging to the Company;
- c) Formulate policies, rules and regulations;

- d) Maintain order and discipline, to hire, promote, transfer, demote, classify, lay off, recall, retire, suspend or discharge or otherwise discipline employees for just cause;
- e) Determine where in what manner, at what time and under what conditions employees in the bargaining unit perform their duties;
- f) Limit, suspend or cease operations, subcontract or make necessary arrangements due to a change in the Company's policies;
- g) Manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to plan, direct and control operations, to direct the work forces, to determine the number of personnel required from time to time, to determine the number and location of facilities, to determine the quality of service and processes, methods and procedures to be employed, schedules of work and production, standard of performance, to select, procure and control supplies, materials, products, and produce, to determine the extension, limitation or curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement.
- h) It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and it is understood that a claim by an employee or employees that the Company has so exercised these rights shall be the proper subject matter for a grievance.

Article 4 – Relationship

- 4.01 The Company and the Union agree that there will be no discrimination, interference, or restraint exercised or practiced by either of them or their representatives or members because of an employee's Union activity.
- 4.02 The Union undertakes that no Union activity shall be carried on in the premises except as otherwise provided herein with respect to visits by Union officials.
- 4.03 Properly authorized representatives of the Union shall be permitted to enter the premises at all reasonable time for the purpose of interviewing employees and investigating working conditions that may affect the members. Notice upon entering shall be given to the Human Resources Director or another member of management as designated by the Company. The properly authorized representatives will advise the member of management as to the general purpose of the visit. It is understood that such representatives will in no way interfere with the duties of an employee or disturb them in the performance of their duties, bearing in mind that the Union representatives have regular duties to perform on behalf of all parties to this Agreement.
- 4.04 The Company and the Union agree that there will be no discrimination or harassment in the workplace that is contrary to the provisions of the Ontario Human Rights Code R.S.O. 1990, as amended.

Article 5 – Union Security / Union Office

- 5.01 The parties hereto agree to compulsory check off for all employees who come within the scope to which the Agreement applies. All deductions shall be collected from the employees each pay period.
- 5.02 Any new employee who is required to be a member of the Union and who refuses to become a member of the Union in their first pay period, shall be discharged by the Company upon receipt of official notice in writing from the Union to the Company.
- 5.03 The Company and Union agree that no officers of the Company or employees may enter into any contract inconsistent with this Agreement. Any amendment or changes as outlined in this Agreement during its term shall be incorporated only by mutual consent. It is agreed that the Union will not prevent the Company from maintaining an adequate and qualified work force, or services to the guests, or infringe on the Management Rights Article as spelled out in the Agreement.
- 5.04 Nothing in the Agreement shall be construed as limiting to any degree the right of the Company to assess the relative efficiencies of any employee and to pay wages in excess of those contained in the scales; such wages shall be regarded as premium rates for special skill or ability, such special rates shall not become the basis for a general increase in the scale classifications concerned.
- 5.05 The Company will administer its employees rating plan referred to in Article 5.04 to promote the development of employees, and not in any way as a means to undermine the collective bargaining position of the Union.
- 5.06 The Union shall notify in writing, with a copy to the Company, any individual who has been suspended, expelled or declared to be not in good standing. The Company will discharge said employee automatically seven (7) days after receipt of the Union notice, unless:
- a) The employee's status becomes acceptable to the Union during this period; or
 - b) The employee makes a claim in writing to the Company that the Union's action is unjust and that they request the matter to be taken up through the grievance procedure of this Agreement.
- 5.07 The Company agrees to deduct from all employees each pay period the amount set by the Local Union and International Convention. The Union agrees to provide the Company with reasonable notice of any change thereof.
- 5.08 a) The Company agrees to deduct initiation fees and Union dues upon receipt of a signed authorization by an employee on the following pay period. Such authorization is to be completed and signed by the employee on the commencement of employment. All employees coming into the bargaining unit shall complete and sign the Union

application card. The cards will be supplied to the Company by the Union.

b) All sums deducted, together with the record of those from whom deductions have been made, including social insurance numbers, addresses, date of hire, date of birth, and job classification, shall be forwarded to the treasurer of the Local Union not later than the fifteenth (15th) day of the month following the deductions. All new employees in positions under the scope of the Union shall as a condition of employment, become and remain members of the Union. The Union agrees to accept into membership all such new employees.

5.09 Union dues shall be remitted by the Company to the Union with a list of employees from whom the deductions have been made on or before the last calendar date of the month following that in which the collections are made. The Union shall indemnify and save harmless the Company from all claims, demands, actions or causes of action which may arise out of or are in any way connected with the collection of Union dues in accordance with the terms of this Article.

5.10 The Union shall indemnify and save harmless the Company against any and all suits, actions, cause or actions, claims and demands or any other form of liability arising as a result of any action taken by the Company for the purpose of complying with this Article.

5.11 The form of check-off authorization to be supplied by the Company is attached to this Agreement as Article 26.

5.12 At the same time that income tax T-4 slips are made available, the Company shall type on the slip the amount of Union dues paid by each Union member in the previous year.

5.13 The Employer agrees to comply with the Union's request for separate cheques and records for each of the Union's funds.

Article 6 – Shop Steward

6.01 The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of Shop Stewards, one of which would be the Chief Shop Steward for the Hotel to assist employees in presenting their grievances to the representatives of the Company. The number of such Stewards and the departments within which each one is to function is determined by the schedule attached hereto:

6.02 Housekeeping (1)
Guest Services/Front Desk/Switchboard (1)
Food Preparation/Stewarding (1)
Food Service/Beverage Service/Room Service/Mini Bars (1)
Engineering/Doormen (1)
Banquets (1)

The Company will advise the Shop Steward of any new hire in their area. Effective January 17, 2007 one (1) additional shop steward will be added.

6.03 The Union will inform the Company in writing of the identity of the Shop Stewards and the Company shall not be obliged to recognize such Stewards until it has been so informed.

6.04 No Shop Steward, Union Committee member or Union official employed by the Company shall leave their work duties in order to attend Union business without first obtaining permission from their supervisor, and advising as to the general purpose and expected duration of the absence. Such permission shall not be unreasonably denied. Upon their return to their duties, they shall give any explanation reasonably required by their supervisor to explain the duration of their absence, in the event that the absence exceeds the initial request.

In accordance with this understanding, the Company will compensate such employees for time spent in negotiating with the Company, in handling grievances of employees and attending meetings of the grievance committee at their regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours.

6.05 Where a Shop Steward, Union Committee member or Union official employed by the Company is temporarily absent with permission as aforesaid they shall receive their regular straight time rate of pay during such period of absence, provided that the Company shall not be obliged to make any payment for time spent by a Steward, committee member or Union official outside their working hours.

6.06 It is mutually agreed that employees shall not be eligible to serve as Shop Stewards or members of the Union Committee until after they have become permanent employees, and have been on the seniority list for a minimum of one year.

6.07 The Union acknowledges that Shop Stewards, members of Union Committees and Union officials have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without obtaining permission of their department head, and will give any reasonable explanation which may be requested with respect to their absence.

6.08 All Shop Stewards will be granted three (3) hours per month educational leave paid by the Company. The Union will provide the Company with a minimum of two (2) weeks written notice.

It is recognized that Shop Stewards in a department represent classifications in that department under the Union scope of the Collective Agreement and that parties agree that where Shop Stewards are appointed in accordance with the provisions of the Collective Agreement and they have at least one (1) year's seniority, they shall not be sent home or laid off because of lack of work, except where all the employees in their department have been laid off. In the event this provision is applied it is understood that the Employer will have the right to lay off the remaining employees in accordance with their seniority in that department or outlet. It is further agreed that at no time will Union Steward seniority supersede that of their immediate supervisor.

6.09 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than six (6) employees along with full-time business representative of the Local Union. The Company will recognize and deal with the committee with respect to any matters which properly arise from time to time during the term of this Agreement, and the committee will co-operate with the Company in the administration of the Agreement.

It is clearly understood that the negotiating committee is a separate entity, and will deal with such matters as are properly the subject of negotiations, including proposals for the renewal or modification of this Agreement at the proper time as provided for herein. In accordance with this understanding, the Company will compensate such employees for time spent in negotiating with the Company, at their regular rate of pay, and that this does not apply to time spent on such matter outside of regular working hours.

One gratuity-earning member of the Negotiating Committee will be compensated for time spent in negotiating with the Employer at the lowest non-gratuity rate in force at the time the next negotiations occur, to a maximum of five (5) days.

6.10 The Employer also acknowledges the right of the Union to appoint or otherwise select alternate shop stewards in each of the departments as outlined in Article 6.02.

6.11 When a shop steward is unavailable to attend an Educational Seminar, the Employer may release the alternate shop steward in that department with full compensation, subject to business demands. The release of an alternate shall not be unreasonably denied.

In addition, the Union may request release time for alternate shop stewards to attend Educational Seminars. The Employer may allow up to one (1) alternate shop steward per month to attend Educational Seminars unless the Employer demonstrates to the Union that the release of a shop steward and an alternate shop steward in a single department leads to overtime scheduling in that department, or may otherwise negatively impact guest service.

Article 7 – No Strikes / No Lockouts

7.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, as defined by the *Ontario Labour Relations Act*, and the Company agrees that there will be no lockout.

7.02 The Union further agrees that it will not involve the Company in any dispute which may arise between any other employer and the Union and the employees of such other employer.

7.03 The Company whenever possible, will provide safe working conditions in the event of any dispute that may arise between any other employer

during the life of the Agreement, provided however, that subject to the above, employees work each and every scheduled workday occurring during this Agreement regardless of any labour strike or problems confronting the Company or any other employers.

Article 8 – Seniority

8.01 (a) The Company recognizes departmental seniority rights within each classification for the employees covered under this Agreement.

(b) New employees will be considered probationary employees for the first fifty (50) working days worked. It is recognized that a period of probation is a period during which the Company has the right to assess an employee to determine whether such employee is, in the sole opinion of the Company, acceptable for employment. Notwithstanding any other provision of this Collective Agreement, probationary employees may be terminated for reasons less serious than a seniority employee, including, without limitation, performance deemed inadequate by management or failure to get along with fellow employees and/or supervisor and management staff.

8.02 Seniority lists based upon the date on which employees commenced to work in the Hotel shall be established for each department, indicating employees' job classification, and will be supplied to the Union.

(a) When by reason of physical infirmity or other disability an employee becomes unfit to discharge the duties of their occupation, they may be removed from the seniority list of such occupational classifications after a period of twenty-one (21) weeks (Short Term Disability Period). Should a position open, within the twenty-one (21) week period (Short Term Disability Period), which they could perform, they will be offered that occupation.

(b) Should an employee be injured on the job and be collecting Workers' Compensation, the employee will be kept on the seniority list for twelve (12) months. This provision will apply only when the employee has shown diligent care in recovery and proper medical certificates have been presented to the Company demonstrating rehabilitation.

(c) Should it be found that an employee is receiving Workers' Compensation benefits and is working elsewhere, the Company will have the right to terminate the employee's employment for cause.

8.03 When an employee is transferred to another department in the bargaining unit, they shall retain house seniority. Unless the transfer is of a temporary nature, for the trial period of thirty (30) working days or less, they must start accumulating seniority in that new department. When the transfers are for less than the trial period of thirty (30) working days and the employee is returned to the original department within that period of time, the seniority for that employee will continue to accumulate in the original department during the employee's absence.

8.04 **Temporary Transfers:** In the event an employee is assigned to a job other than to which they are permanently assigned for a minimum of one (1) hour or more, they shall receive their own rate or the rate of the job to which they are assigned, whichever is higher, for all hours worked in the assigned position.

An employee cannot be transferred or assigned to a job outside their department unless by mutual agreement. The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc. a breakdown beyond the control of management.

Notwithstanding Article 8.04, in classifications listed under Food Production, in the event an employee is assigned to a job other than that to which he/she is permanently assigned for a minimum of one (1) shift or more, he/she shall receive his/her own rate or the rate of the job to which he/she is assigned, whichever is the higher, for all hours worked in the assigned position.

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

- i) (a) House Seniority: applies to benefits
- (b) Departmental Seniority: applies to vacation preference
- (c) Departmental classification seniority applies to entitlements such as who gets choice of available days off, available weekly shifts and layoffs.
- ii) Where it is necessary to reduce the work force in a department, job classification seniority will be the guiding factor.

When recalling employees to work after a layoff, they shall be recalled in inverse order to that which they were laid off.

- iii) In the case of a layoff in any one department, for a period that exceeds two (2) normal work weeks, the employee with the most seniority will have the right to bump the employee with the lesser seniority in a lower classification, providing they are willing to do the job, and they have the skill, ability and efficiency to do the job of that employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply.

It is agreed that no fault position will exist if the term of layoff, and its subsequent effects as described in the above paragraph should vary due to the peculiarities of the Hotel industry.

Should this provision be applied it is understood that each department, and each food and beverage outlet will stand on its own as a department.

iv) Part-time employees have seniority only within the part-time classification. Part-time employees are subordinate to full-time employees.

8.06 Employees who are laid off will be retained on the Company's seniority list for a period of fifty-two (52) weeks after which they may be struck from or be retained on the list with the consent of the parties to this Agreement which shall not be unreasonably withheld.

8.07 It shall be the duty of the employee or laid off person to notify the Human Resources Director promptly in writing of any change in their address or telephone number. If an employee or laid off person shall fail to do this, the Company shall not be responsible for the failure of the notice to reach them and any notice which appears on the employee's personnel records shall be conclusively deemed to have been received by the employee or laid off person on the third day after it was sent.

8.08 Unless an employee signifies their intention to return to work within five (5) days after being recalled, their name shall be passed over and unless within ten (10) days after being recalled they report to work or give a legitimate reason for being unable to do so, they shall be struck off the seniority list.

8.09 When there is a promotion within the bargaining unit preference will be given to the employee with the greatest departmental seniority, where all things are equal provided that the employee in question, in the judgment of the Company has the aptitude, knowledge, efficiency, competence, reliability and qualifications.

8.10 An employee's employment shall be deemed to be terminated by the Company if the employee:

a) Quits or voluntarily resigns;

b) Is discharged for cause and is not reinstated through the grievance procedure;

c) Is absent from work for more than three (3) working days unless a satisfactory reason is given to the Company;

d) Uses an authorized leave of absence for a purpose other than for which it was granted; or

e) Is absent because of accident or illness in excess of three (3) days and fails to provide medical proof if so requested.

8.11 Subcontracting and Department Closures

In the event that the Company:

(a) determines that it is necessary to subcontract work presently in the bargaining unit that results in the affected employee losing their position; or

(b) closes a department or room or renovates with the result that a bargaining unit employee would lose their position; then the following will occur:

i) the Union and the employee will be provided with a minimum of sixty (60) days notice (inclusive of any obligations under the Ontario Employment Standards Act R.S.O. 1990, as amended) in writing of such change;

ii) the Company will, at the request of the Union, meet prior to the implementation of the change to determine ways of limiting the adverse effects on affected employees, if any, to review pertinent information and to consider reasonable alternatives which may be in keeping with budget and/or time constraints, if any;

iii) without limiting the outcome of (ii) above, an employee who is displaced as a result of the change referred to above will first be offered available alternate employment within the bargaining unit if a position is available and the employee has the skill and ability to perform the required work. Where skill and ability are equal between affected employees, then seniority shall be the governing factor.

iv) if no suitable position is available, the affected employee shall have the following options:

a) apply for an available vacant position for which they may be trained in-house, within a reasonable time period; or

b) remain on the seniority list for a period of fifty-two (52) weeks and be subject to recall for any employment for which they are qualified. Employees who are not recalled shall receive severance pay in accordance with the Ontario Employment Standards Act R.S.O. 1990, as amended; or

c) elect to accept severance pay which shall be based upon one (1) week's pay for each twelve (12) months of completed service for an employee with less than ten (10) years of service; and for an employee with ten (10) years or more service, severance pay shall be based upon two (2) weeks pay for each twelve (12) months of completed service, inclusive of any entitlement under the Ontario Employment Standards Act R.S.O. 1990, as amended, and be removed from the seniority list.

One of the above must be selected by the affected employee no later than ten (10) calendar days prior to the change.

v) Prior to the subcontractor commencing operations, the Company will arrange a meeting between the Union and any contractor, that as a result of its activities within the Hotel, will displace a bargaining unit employee.

Article 9 – Grievance Procedure

A grievance is defined as a question involving the application, interpretation, administration or alleged violation of any of the provisions of this Agreement.

- 9.01 It is the mutual desire of the parties hereto that complaints of employees shall be resolved within seven (7) days of incident and it is generally understood that an employee may not file a grievance until they have first given their department head an opportunity to resolve their complaint within the said seven (7) day period. The employee shall be accompanied by their department Steward if they request such assistance.
- 9.02 In the event that a grievance of an employee does not proceed within the specified time limits provided for in this Article, the grievance shall be deemed to be abandoned. In the event that the Company does not process an employee's grievance within the specified time limits, the employee shall be entitled to submit the grievance to the next step of the grievance procedure, or arbitration, as the case may be.
- 9.03 If such complaint or question is not settled to the satisfaction of the employee concerned within seventy-two (72) hours or within any longer period which may be mutually agreed upon at the time, then the following steps of the grievance procedure may be invoked in order.
- 9.04 A grievance by an employee shall be processed in the following manner:

Step 1: The department Steward shall state the grievance of the employee, or employees in writing, and shall deliver a copy to the immediate department head of the employee concerned. After such discussion as is necessary, the department head shall state their decision or their refusal to make a decision in writing with appropriate reasons, and deliver a copy to the department Steward within seventy-two (72) hours.

Step 2: The department Steward shall then take up the grievance at a meeting with the Chief Steward or Assistant Chief Steward; and those representatives, after appropriate discussion, may take up the matter at a meeting between the Union Representative and the Human Resources Director or their designate and the department head. This latter meeting shall be held within five (5) working days of delivery of the department head's response in Step 1, or at such other time as is mutually agreed upon.

If the grievance is not settled within seventy-two (72) hours, or within any longer period which may be mutually agreed upon at the time, after the Union Representatives have met with the Human Resources Director or their designate and the department head, then Step 3 of the grievance procedure shall be taken within five (5) working days or at such other time as mutually agreed upon.

Step 3: A meeting shall take place between the Union Representative and the Human Resources Director or their designate together with other management representatives. At this meeting, the

Union Representative of the Local Union shall be present. If the grievance is not then settled to the satisfaction of both parties within a period of seventy-two (72) hours, or within any longer period as may be mutually agreed upon at the time, then, at the request of either party to this Agreement, the grievance may be referred to arbitration.

If arbitration is to be invoked, the request for arbitration must be made in writing within seven (7) days after the grievance has been dealt with in Step No. 3.

- 9.05 **Union Grievance:** If an employee or group of employees has a complaint or grievance, but fail to take up the complaint or grievance or exercise the general grievance procedure, the Employer acknowledges the Union right to make representation on their behalf, within a thirty (30) day period of such incident.

If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the steps of the grievance procedure of an employee.

All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such cases.

- 9.06 **Management Grievances:** It is understood that the management may bring forward at any meeting held with the Union Representative any complaint with respect to the conduct of the Union, its officers, representatives, or Stewards; and that if such complaint by management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of any employee.

It is agreed between the parties that it will not be necessary to hold regular scheduled meetings, provided that the parties may mutually agree to hold a special meeting at any time.

Article 10 – Arbitration

- 10.01 Written notification of an intent to arbitrate a grievance shall be given by one party to this Agreement to the other within seven (7) days after the grievance has been dealt with in Step 3 of the grievance procedure.
- 10.02 No matter may be submitted to arbitration which has not been properly carried through all previous stages of the grievance procedure.
- 10.03 The parties agree to appoint a sole arbitrator to hear grievances in the following manner:

A request for arbitration shall be made in writing by one party or the other, and such request shall contain the names of three (3) arbitrators acceptable to it as arbitrator. The written request shall include a statement of the relief being sought. The recipient of the notice shall, within five (5) days of its receipt, either inform the other party in writing that one (1) of the arbitrators named in the notice is acceptable as

arbitrator, or submit three (3) additional names of arbitrators acceptable to it. If the parties are unable to agree on the selection of an arbitrator from among the names of arbitrators so submitted or, from among any additional names of arbitrators submitted, then the parties shall jointly request the Ontario Minister of Labour to appoint an arbitrator in accordance with the Ontario *Labour Relations Act*. The decision of the Minister of Labour shall be final and binding on the parties.

- 10.04 The arbitrator has those powers as provided for under the Ontario *Labour Relations Act* and such other powers as provided for in this Agreement.
- 10.05 The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement, to make any decision inconsistent therewith, nor to deal with any matter not covered by this Agreement.
- 10.06 The parties will jointly bear the fees and expenses of the arbitrator appointed pursuant to Article 10.03.

Article 11 – Discipline and Discharge

- 11.01 A claim by an employee that they have been discharged unjustly from their employment shall be treated as a grievance, if a written statement of such claim is lodged with the Human Resources Director within five (5) calendar days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.
- 11.02 When an employee's employment has been terminated without notice, they shall have the right to interview their Shop Steward for a reasonable period of time before leaving the premises. If the employee's Shop Steward is not available, they may choose a Shop Steward who is available. If the circumstances surrounding the termination of the employee's employment require that they be removed from the premises immediately upon termination of employment, arrangements will be made for an interview for a later date.
- 11.03 (a) Employee warning notices will be taken from the employee's file after one (1) year, provided there have been no offenses of any nature within the year. For greater clarity, a warning will not be removed for a period of one year from the offense.
- (b) Employee suspensions will be taken from the employee's file after two (2) years, provided there have been no offenses of any nature within the two (2) years.
- (c) Employees will be granted access to their personnel file. Twenty-four (24) hours of advance notice must be given and the employee must be accompanied by a Union Steward and the General Manager's designate. The meeting will take place during regular administration business hours. Should the employee wish to remove or alter any

contents of their file other than provided for elsewhere in the Contract, the grievance procedure must be invoked.

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

11.05 (a) Notices issued to the employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Company is aware of the event leading to their actions and has had a reasonable period of time to investigate the matter, not to exceed seven (7) days. A copy shall be signed by a management representative and the employee will be required to sign such notice as acknowledgement of receipt of same. The signing of this notice is not an admission of guilt. The employee has the right to request the presence of a Shop Steward. In the event that a Union shop steward is unavailable, the matter will be held over until a shop steward can be present.

(b) No employee shall be disciplined or discharged on their day off.

Article 12 – Leave of Absence

12.01 Leaves of absence without pay and benefits as herein provided shall be in writing and granted at the Company's discretion. Any person who is absent with written permission shall not be considered laid off, and their seniority shall continue to accumulate. An employee who works for another employer while on a leave of absence as herein provided shall be deemed to have terminated their employment, provided that such proof of employment can be produced by the Company.

12.02 Requests for leave of absence must be made to the Human Resources Director at least two (2) weeks prior to the desired date of commencement of such leave and must indicate the length of leave requested and the reason for requesting the leave. The Company's reply will be given to the employee in writing within seven (7) days following receipt of the request.

12.03 It is understood that employees on leave of absence will not use the time granted for purposes other than as declared in their request for such leave. Violation of this Article will be just cause for dismissal.

12.04 Any employees elected or appointed to a full-time executive position within the Union will be granted a leave of absence without pay and benefits as herein provided for a period of one (1) year. Once the leave is granted the Company will be notified two (2) months in advance of the return to work. In the event that during the one (1) year leave it becomes clear that the employee will not be returning to work, the Union will notify the Company and the employee's employment with the Company will terminate at that time.

Article 13 – Bulletin Boards

- 13.01 The Company will provide access to bulletin boards at the employee's entrance of the Hotel and in the cafeteria for the convenience of the Union for posting notices of Union activities.

All such notices must be signed by the proper Union officer of the Local Union, and submitted to the Human Resources Director for their approval before being posted. Such approval will not be unreasonable denied. Any notices which have not been approved will be removed from the bulletin boards.

- 13.02 Upon permission of the Human Resources Director, Union notices will be granted access to departmental bulletin boards. This permission will not be unreasonably withheld.

Article 14 – Uniforms, Tools, Equipment and Lockers

- 14.01 In the event that an employee loses their uniforms, tools or equipment that were supplied to them by the Company, or fails to return them, the cost of the uniforms, tools or equipment will be deducted from the wages of the employee.

- 14.02 Uniforms remain the property of the Company. Employees are prohibited from wearing uniforms except when engaged in the service for which they are supplied. Any damage resulting to the uniform through wearing them on other occasions shall be charged against the employee.

- 14.03 Employees shall be responsible for wearing the uniform distributed to them. Colour and style of accessories (i.e. socks, stockings, jewelry, shoes) and the policies regarding the wearing of such shall be determined by Company policy.

- 14.04 Locks and lockers are the property of the Company. All lockers are subject to inspections without notice. The Company is not responsible for any property kept in the staff lockers that is not the property of the Company. The Company agrees that at no time will inspections take place unless a minimum of two (2) persons are present, one of which will be a Union Shop Steward. If an individual locker outside a general inspection must be opened, a Shop Steward will be present. If one is not available, then an available Union employee will be present.

- 14.05 Special style of clothing, if required by the Company, shall be furnished, laundered, cleaned and kept in repair by the Company at no cost to the employee, and the Company agrees to maintain adequate and clean facilities for the special style of clothing.

- 14.06 Employees working in the Maintenance and Kitchen department are expected to provide certain tools necessary to perform daily duties. The Employer agrees to provide a tool allowance of eighty-five dollars (\$85) per year for the purchase of said tools. Entitlement will apply to full-time employees with greater than one (1) year of seniority as of 1st February of each year, excluding apprentices.

- 14.07 The Company agrees to provide a shoe allowance of sixty dollars (\$65) to each non-probationary full-time bargaining unit employee, per annum. It is agreed that the shoes must meet the type and style approved by the Company. Employees must present the receipt to Human Resources in order to be reimbursed. Effective January 1, 2011, the shoe allowance will be increase to seventy dollars (\$70).

Article 15 – Medical Certificate

- 15.01 An employee remaining off duty, claiming sickness, will if requested by the Company, only after three (3) days, be required to produce a medical certificate supporting the cause of absence. The Company, however, retains the right to request a medical certificate should a pattern of frequency appear to develop. Furthermore, the Company reserves the right to require an employee to obtain a medical certificate from a doctor appointed by the Company before returning to work.

Article 16 – Personal Hygiene and Grooming

- 16.01 It is understood and agreed that all employees will attend to their personal hygiene and undertake to groom themselves while on duty, to the standards set out by the Company. The purpose of this Article is to ensure that all employees uphold the image of the Company.

Article 17 – Health and Welfare

- 17.01 The Company will, starting with the first (1st) day of the first pay period following the date stated herein, contribute to the UNITE HERE Health and Welfare Trust the following amount for each hour paid on behalf of all eligible full-time employees and part-time employees of the bargaining unit who have completed their probationary period:

For full-time employees:

Effective date of receipt of written notice of ratification:

February 1, 2014: \$1.86 per hour

February 1, 2015: \$1.97per hour

February 1, 2016: \$2.08 per hour

February 1, 2017: \$2.19 per hour

For part-time employees:

Effective date of receipt of written notice of ratification:

February 1, 2014: \$1.77 per hour

February 1, 2015: \$1.88per hour

February 1, 2016: \$1.99 per hour

February 1, 2017: \$2.10 per hour

Effective 1 July 2002, the Company agrees to increase its contribution in order to maintain the appropriate rates as determined by the Trustees of the UNITE HERE Health and Welfare Trust for the Enhanced Health and Welfare Plan. Any increase will be to a maximum of five cents (\$.05) additional per hour paid and will be notified to the Company by the Union.

17.02 It is understood that “hours paid” shall include the following:

a) Total amount of contribution on the following:

- statutory and paid holidays
- vacation time
- adjustment in hours from previous pay period
- for the length of pregnancy leave, as per ESA
- for the length of parental leave, as per ESA
- non-work related disability and/or sickness from the date of the accident or beginning of sickness, provided that the employee is fully incapacitated and is in receipt of weekly indemnity covered by the UNITE HERE Health and Welfare Plan.

b) As per the provision of (a), stated herein, and subject to confirmation from the Plan Administrator, for the purposes of calculation, the present method shall be used in the following situation:

Vacation: Total vacation divided by the base hourly rate equals the total number of hours to use in the computation of the Company’s contribution to the “Plan.”

Maternity/Parental Leave: The Company will, using the same number of weeks as E.I., establish the average of the weekly number of hours to use in the computation of the Company’s contribution to the “Plan.”

Non-Work Related Disability and/or Sickness: The Company will, using the same number of weeks as E.I., establish the average of the weekly number of hours to use in the computation of the Company’s contribution to the “Plan.”

17.03 All Health and Welfare payments shall be calculated for each hour paid, as stated in Articles 17.01 and 17.02 (a) and (b) above, on each pay period contained in a month and shall be remitted to the Trust of the UNITE HERE Health and Welfare Plan not later than the fifteenth (15th) day of the following month.

17.04 The Company will be responsible for loss of benefits to any employee because of any Company default action in payments. Its responsibility and liability will terminate at the time it remits the amounts payable to the UNITE HERE Health and Welfare Trust. The Health and Welfare Trustees will ensure that they act responsibly and prudently at all times.

17.05 For greater certainty, the Company is responsible for any provincial sales tax imposed on such contributions, and any such taxes are in addition to the above contribution rates.

- 17.06 Family coverage as specified in the UNITE HERE Health and Welfare Plan shall include common law spouse as determined by the Plan (meaning the status of living with a person of the same or opposite sex in a conjugal relationship outside of marriage throughout the immediate preceding twelve (12) months).
- 17.07 The Company shall allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made pursuant to Article 17, dealing with contributions to the Health and Welfare Plan.
- 17.08 In the event that the Trustee intends to review the Company's payroll records, the Union shall first serve written notice on the Company in order to reach an agreement on the date of said review. Said review shall be conducted within a reasonable period of time following the receipt of said advance notice by the Company.

Article 18 – Pension Plan

- 18.01 The Company will pay the following per hour worked, and the employee will pay thirty (\$.30) per hour worked. Effective the start of the first pay period closest to February 1, 2014, the Company will pay eighty (\$.80) per hour worked. Effective the start of the first pay period closest to February 1, 2015, the Company will pay eighty-five (\$.85) per hour worked. Effective the start of the first pay period closest to February 1, 2016, the Company will pay ninety (\$.90) per hour worked. Effective the start of the first pay period closest to February 1, 2017, the Company will pay ninety-five cents (\$.95) per hour worked.

Article 19 – Municipal, Provincial or Federal Law

- 19.01 It is understood that any changes in municipal, provincial or federal law which may void any individual portions of this Agreement will be complied with, yet will not be construed to void the remainder of this Agreement.

Article 20 – Safety and Health

- 20.01 The Company and the Union agree that they will mutually co-operate and maintain reasonable standards of safety and health in order to prevent injury and illness.
- 20.02 An employee who is required by law to submit to a medical examination shall not be compensated for any loss of income by the Company. An employee who is required by the Company and not by any law to submit to a medical examination during working hours shall be paid at their straight time hourly rate for a reasonable amount of time spent in attending to such examination.
- 20.03 If any employee upon being so examined is found not to fulfill the medical requirements for their position, such employee will be allowed

at their own cost to consult a physician of their choice. If the reports of the two physicians conflict, a third physician will be selected by the two physicians. Their employment may be terminated and such termination may be the proper subject matter for a grievance within the meaning of this Agreement and shall be arbitrable.

- 20.04 The parties agree to maintain a health and safety committee consisting of at least four (4) employees chosen by the Union and at least four (4) members chosen by the Company. The committee will consider health and safety issues in the workplace and, where applicable, make recommendations thereon.
- 20.05 The Company and the Union agree to comply with the health and safety legislation as set forth in the Ontario Occupational Health and Safety Act R.S.O. 1990, as amended.
- 20.06 The Joint Health and Safety Committee shall receive and discuss occupational (work related) incidents/accidents on a monthly basis, including but not limited to reports produced pursuant to Sections 51 and 52 of the OHSA.

Article 21 – Hours and Other Working Conditions

- 21.01 Except as otherwise provided, eight (8) consecutive hours shall constitute a day's work, and forty (40) hours shall constitute a week's work. Mention of daily and weekly hours in the Article shall not be construed as a guarantee of such hours.
- 21.02 The working period shall commence at the time an employee is required to report and does so report, at their work station, properly prepared to begin work.
- 21.03 **Reporting Pay:** Any employee who is required and scheduled to report for work and reports shall be given a full scheduled day's work and pay regardless of the number of hours they worked less than eight (8) (with the exception of Article 25). This provision shall not apply to employees working less than twenty-four (24) hours. Part-time employees will be guaranteed a four (4) hour reporting for work allowance in accordance with the above.
- 21.04 The Union agrees that the above provision will not apply in the event that a major plant breakdown, electrical problem, flood, fire or such other breakdown or occurrence beyond the control of management takes place. The reporting for work allowance is as described in the above provision.
- 21.05 The parties further recognize that by mutual agreement there may be exceptions to the eight (8) hours guarantee provision for certain classifications or groups of employees.
- 21.06 In the event of a work shortage or decline in workload in any given department, the following will be placed on the bulletin board: "Any employee in this department wishing to depart from their work prior to

the normal departure period should advise the department head immediately.”

- 21.07 ***Overtime Regulations – Daily Basis:*** A server shall complete service on a guest notwithstanding the fact that the employee has reached their quitting time, and such additional time worked shall be paid at the employee’s regular rate for the first half-hour, and time and one-half their regular rate for all time after the first half hour.
- 21.08 Before overtime will be paid, the overtime must be properly authorized by the department head.
- 21.09 The parties agree that for overtime purposes the work week will commence on Monday and end on Sunday.
- 21.10 For employees who have worked five (5) consecutive days in a work week and who also perform work on the sixth (6th) and/or seventh (7th) consecutive day of that work week, the overtime premium will be time and one half (1 ½) of the employee’s regular hourly rate of pay for such work. For the purpose of clarity, the parties agree that there will be no carry forward of time from one work week to the next work week for the purpose of overtime calculation. Rather, each Monday will be the commencement of a new work week for the purpose of overtime calculation.
- 21.11 It is agreed by the parties that where an employee requests a change in their scheduled days off (as provided for under the seniority Article), or requests additional hours, which would otherwise result in the employee performing work on the sixth (6th) and/or seventh (7th) consecutive day of work week thereby entitling the employee to overtime under this Article, no such overtime will be paid.
- 21.12 It is further agreed that no employees will be scheduled more than seven (7) consecutive days in a two-week period, except in circumstances beyond the control of the Company, such as last minute booking changes or at the request of the employee.
- 21.13 The Company may schedule employees for lesser periods than eight (8) hours, so long as the senior employees are given what full shifts are available first on a given day and are available to work. Employees who are scheduled to work less than eight (8) hours per day will not be scheduled less than four (4) hours.
- 21.14 Work schedules will provide employees with two (2) consecutive days off each week, with possible exceptions in some departments where arrangements are made, subject to the approval of both parties.
- 21.15 (a) No allowance will be made for time on the time records prior to the regular starting time, without authorization by a department head. Unless the department head’s authorization is secured on each occasion, the additional time shown on the time record at the commencement of a work period will be considered a time not worked.
- (b) If an employee punches/signs out late, it will be assumed that the employee was delayed for personal reasons and that the time shown

on the time card beyond the regular quitting time is the employee's personal time.

(c) Employees neglecting to punch/sign in and out at all required times throughout working hours may be subject to disciplinary action.

(d) Each employee shall punch/sign only their own time card.

(e) Each employee who punches/signs a time card of another employee is subject to immediate dismissal.

(f) Corrections and payment arising from mistakes by management on paycheques of a value in excess of twenty dollars (\$20) will be made within forty-eight (48) hours after having said mistake brought to the attention of a manager within their department.

21.16 **Job Vacancies:**

(a) 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.

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

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

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

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

21.17 There will be two (2) fifteen (15) minute rest periods. These rest periods will be taken at a time determined by the Company.

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

21.19 **Bereavement Leave:** Full-time regular employees of the Company on completion of one (1) year's service shall be entitled to receive a bereavement leave allowance as follows:

(a) In the case of a death in the immediate family that is the death of a husband or wife (including a common-law spouse), or child, or father or mother, or sister or brother, or mother-in-law or father-in-law or grandchildren or grandparents or partner, the employee shall be entitled to receive three (3) days' leave of absence with three (3) days' pay. For the purposes of this provision, a common-law spouse or partner will be defined as an individual with whom the employee has cohabited in a conjugal relationship for a continuous period of at least twelve (12) months.

(b) In order to qualify for the foregoing bereavement leave allowance, employees must supply proof by way of doctor's certificate or newspaper clipping. Department heads must be promptly notified.

(c) The total allowance in any one year of an employee's employment shall be a maximum of six (6) days with pay.

21.20 Employees who serve as jurors will receive full pay while absent from work on jury duty. The employees will present proof of service and will turn over to the Company the payment excluding traveling, meals and other expenses they received for the jury services.

21.21 **Work Schedules:** Departmental work schedules shall be posted where deemed necessary, not less than *four (4)* days prior to the scheduled period. The Company may, on giving two (2) days' notice to the employee(s) concerned, revise such schedule(s) without the payment of premium time. In the event of lost time due to layoff within a department or group, work may be offered to employees on their scheduled days off at their regular hourly rate of pay in order to make up such regular time lost.

Article 22 – Vacation Privileges

22.01 The Company recognizes the need for rest and recreation on the part of its employees who are in the active employ of the Company.

22.02 Vacation pay will be accrued from earnings on all hours worked.

22.03 The entitlement to annual vacation with pay will be in accordance with the following:

*A full-time employee who has completed one (1) year of continuous service, but less than five (5) years' service, will be entitled to two (2) weeks' vacation. The amount of pay for such vacation shall be equal to four percent (4%) of the employee's wages.

*A full-time employee who has completed five (5) years' service, but less than twelve (12) years' service, will be entitled to three (3) weeks' vacation. The amount of pay for such vacation shall be equal to six percent (6%) of the employee's wages.

*A full-time employee who has completed twelve (12) years' service but less than twenty-one (21) years' service, will be entitled to four

(4) weeks' vacation. The amount of pay for such vacation shall be equal to eight percent (8%) of the employee's wages.

*A full-time employee who has completed twenty-one (21) or more years' service will be entitled to five (5) weeks' vacation. The amount of pay for such vacation shall be equal to ten percent (10%) of the employee's wages.

22.04 (a) An employee with less than one (1) year of service shall be entitled to four percent (4%) of their earning as vacation pay.

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

22.05 For the purpose of qualification on the basis of service of any benefits under this Collective Agreement, such service will be calculated from the latest date of hire.

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

22.07 Vacation credits shall not be cumulative from year to year. An employee may request to have unused accrued vacation pay paid out, subject to ensuring there is accrual in the employee's vacation bank for the following year's vacation entitlement, upon taking his or her full annual vacation entitlement.

22.08 It is agreed by the parties that the Company will retain its present system of payment for vacation wages for part-time employees for the duration of this Agreement. Part-time employees will receive the same percentages for vacation pay as described in Article 22.03 above.

22.09 The usual deductions from an employee's pay will be deducted from the employee's vacation pay.

22.10 The Company will arrange for vacation schedules for full-time employees to be posted by department by 1st February of each year. Due to the peculiarities of the Hotel industry, tentative approvals will be posted by department by 31st March of each year.

22.11 No employee can be compelled to return to work while on vacation.

Article 23 – Wage Rates

NOTE: The rates shown are net hourly rates only.

23.01 *Legislated Wage Rates:*

(a) It is agreed by the parties to the principle retaining during the life of this Agreement a fifteen cent (\$.15) per hour above the provincial minimum wage for all employees who are affected.

(b) This fifteen cents (\$.15) differential will at no time compound the regularly scheduled wage increases in the provided for wage adjustments attached hereto.

23.02 All employees in the Food Production, Stewarding, Beverage and Food Service Departments will be allowed two (2) duty meals per eight (8) hour work day or in accordance with the Company's present practice which will continue for the duration of this Agreement. The price for such meals will be added to the rates shown on this schedule, when the employee works and receives the meal, for taxation purposes.

23.03 The formula for the commencement of all increases will be based on the closest pay period to the Collective Agreement anniversary date, in order to eliminate any misunderstanding in having two (2) contract rates appear in any one payroll period.

23.04 The parties agree to a starting rate. New employees will receive 90% of the contract rate in effect at the time of hiring after January 17, 2007, for six months. This rate will only apply to new hires. It is further understood that probationary employees will only qualify for those benefits legislated by the Province of Ontario.

Starter rate differentials adjustment will commence January 17, 2007, in accordance with that shown in the Schedule of Wages.

23.05 Notwithstanding Article 23.04, starting rate, the Schedule of Wages contained in Article 23.07 is the minimum and shall be applicable to all employees. Any employee who is receiving a higher rate of pay than the minimum shall be eligible for increases equal to the dollar value of the increase negotiated in the Schedule for that contract year.

23.06 Nothing in the Agreement shall be construed as limiting to any degree the right of the Company to assess the relative efficiencies of any employee and to pay wages in excess of those considered to be completely apart from the contract and shall be regarded as premium rates for special skill or ability; such special rates shall not become the basis for a general increase in the scale in the classification concerned.

23.07 **Schedule of Wages:** The parties have agreed that the following wage increases shall apply in the Collective Agreement:

See attached Wage Schedule – Schedule "A".

23.08 The parties agree that the Food Service Departments consist of Room Service, Café Victoria, the Consort Bar and the Lobby Lounge and that a change in name of any of these will have no impact on the Food Service Departments.

23.09 The parties agree that if the following classifications return to the Hotel, they will be deemed to be classifications that fall within the scope of the bargaining unit:

* wash person, valet presser, dry cleaner, runner, midnight cook, pastry cook, baker, commis baker, pastry person, vegetable helper, day operator, night operator and linen clerk.

23.10 The parties further agree that the above noted wage increases are understood to take into consideration any applicable wage increases and modifications necessary for the purposes of giving effect to pay equity.

23.11 **Departmental Combination Jobs:** Effective ratification, in addition to the current classifications, the following combined departmental job classifications will be added:

- * Front Office Agent (Day Operator, Night Operator, Guest Service Agent)
- * Food Server (Waiter, Waitress, Busperson)
- * Beverage Server (Stool Bartender, Beverage Porter)
- * Engineer (Maintenance Mechanic, Locksmith/Utility, A/C Mechanic)
- * Steward (Garbage/Pots, Dishwasher, Silver Polisher)
- * Kitchen Helper (Vegetable Helper/Pastry Person)

The combined departmental job classifications are subject to the same pay rate increases as provided in the wage schedules.

23.12 The parties agree that any employee who works in a combined departmental job classification shall not displace regular hours or regular shifts from current employees (as of the dates set out below).

See attached Schedule "A"

23.13 Any employee hired after July 6, 2004 into the classifications of Chef de Partie, Demi-Chef and Commis will be paid at the rate of \$18.51, \$16.87 and \$15.69 respectively, plus the non-gratuity increases as they become due for the balance of the collective agreement.

23.14 The parties agree to job sharing of the positions of Room Service Captain/Server if occupancy is 40% or lower and also on a daily basis between the hours of 12:00 p.m. until 3:00 p.m. each day. Scheduling will be done by departmental seniority and when there is one employee performing the duties of both classifications in the above noted times, the employee will be paid the Room Service Captain rate.

Article 24 – Statutory Holidays

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

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day

December 26

- 24.01 b) In addition, all full-time regular employees who are on the seniority list within the scope of the contract and who have completed fifty (50) days worked prior to the holidays concerned, pay for the days listed:
- Civic Day
 - Easter Monday
 - Employee's Birthday
 - Anniversary Date (Employee Start Date)
 - An additional Floating Personal Day
- 24.02 Where a Statutory Holiday occurs during an employee's vacation, then the employee shall be entitled to one day's pay or one extra day's vacation at the Company's discretion.
- 24.03 Employees who work on the Statutory Holiday (excluding the employee's Anniversary Date and the Employee's Birthday, which will be governed by past practice) specified will receive one and one half (1 ½) times their regular rate for hours worked plus an additional eight (8) hours pay for the holiday. In the event an employee is required to work on one of the Statutory Holidays specified, the Company may choose to substitute a day off in lieu without deduction in pay. The lieu day chosen will be with the agreement of both parties.
- 24.04 Employees required to work, but who absent themselves from employment on the above dates shall be considered absent without leave, and do not qualify under this provision.
- 24.05 It is understood and agreed that should the government of Ontario legislate an additional paid holiday that is not mentioned in any one of the nine (9) days proscribed then the Company and the Union mutually agree to substitute this day for one of the five (5) present unlegislated days.
- 24.06 In scheduling for holidays, full-time employees will be granted statutory holiday requests in order of seniority. It is further understood that if an insufficient number of employees are thus scheduled, then the Company has the right to schedule employees in reverse order of seniority, as business needs dictate.

Article 25 – Banquet Department

- 25.01 The wage rates in Article 23 will be increased proportionately by the increases of the regular employees covered under this Agreement.
- 25.02 The employees under this Article shall enjoy all terms and conditions of this Collective Agreement save and except the following special conditions which will apply to this Article.
- 25.03 Hours of work and overtime for employees under this Article shall be in accordance with the Ontario *Employment Standards Act*.

- 25.04 It is agreed that, of the total amount of the gratuity left by the guest, seventy-seven percent (77%) of the food portion will be set aside for the sharing amongst the banquet servers who served the food. The remaining twenty-three percent (23%) will be at the disposal of the Director of Food and Beverage for distribution as they feel best suited.
- 25.05 It is agreed that of the total amount of the gratuity left by the guest for coffee service functions, five percent (5%) will be set aside for the banquet housepersons who assist in the clean-up of such functions, and seventy percent (70%) will be set aside for the sharing of the employees who served the food.
- 25.06 It is agreed that, of the total amount of the gratuity left by the guest, sixty-seven percent (67%) of the beverage portion will be set aside for the sharing amongst the bartending staff who served the function. Of the remaining thirty-three percent (33%), five percent (5%) will be split amongst the banquet housepersons and the remaining twenty-eight percent (28%) will be at the disposal of the Director of Food and Beverage for distribution as they feel best suited.
- 25.07 Payment of gratuities shall be based on the number of covers served by each banquet servers and they shall receive from the Hotel an itemized breakdown for each function worked and their gratuities, every two weeks. Bartending staff shall receive the same.
- 25.08 It is further agreed that the cheques, or relevant documents showing the total amount of gratuity signed by the guest will be available for inspection by the Union upon request. Non-payment of such gratuities to the Hotel are subject to deduction from subsequent lists.
- 25.09 The Union shall be notified accordingly of such non-payment. Adjustments on any non-payments will be made by the Banquet Manager on subsequent lists of employees concerned.
- 25.10 A representative of the Union will make periodic audits of the relevant documents covering gratuity distribution and submit an audit report to both parties in writing declaring their findings.
- 25.11 ***Other Working Conditions:*** Banquet employees shall be guaranteed a four (4) hour reporting for work allowance when they are scheduled to work and report.
- 25.12 The steady banquet servers in the Banquet Department shall be allowed one (1) meal for each four (4) hours worked. The price of such meals will be added to the rates shown on Article 23 when the employee works and receives the meals, for taxation purposes.
- 25.13 A banquet server shall not be required to perform a cook's duties.
- 25.14 The serving of wine will be as past practice.
- 25.15 A banquet server required to set up or clean another function and are not scheduled to service the function shall receive a rate of pay equal to that of the banquet houseperson for those hours worked.

- 25.16 An employee who refuses two (2) scheduled work assignments in any two (2) normal work weeks shall be considered as having terminated their employment with the Company.
- 25.17 The parties agree that full-time banquet servers covered under this Article will be assigned on a rotation basis with a view to equalizing the available functions, covers and income through the service charge where it is possible. The parties agree that due to the potential variation of earnings caused by this rotation that could result in a non-equal distribution of breakfasts, lunches and dinners, no employee will have the right to refuse assignments.
- 25.18 The parties agree to the following system for scheduling:
- First Call:** Steady full-time banquet servers shall have scheduling priority over part-time banquet servers.
- Second Call:** Steady part-time banquet servers shall be booked or assigned on a seniority basis, and as such, shall have scheduling priority over part-time on-call banquet servers.
- Third Call:** Part-time on-call banquet servers shall be offered work on an as needed basis by call-in by seniority and by predetermined availability.
- 25.19 Employees moving down from “First Call” to “Second Call” or from “Second Call” to “Third Call” will preserve their classification seniority date.
- 25.20 Employees moving up from lower to higher “call” status will move to the bottom of the seniority list for scheduling purposes.
- 25.21 **Banquet Bartenders:** Banquet bartenders shall be paid the rate paid to service bartenders provided in Article 23.
- 25.22 **C.O.D. Bars:** Will remain as current practice.
- 25.23 Banquet bartenders will be guaranteed a four (4) hour reporting for work allowance when they are scheduled to report for work and they report.
- 25.24 The Company and the Union agree that full-time regular banquet bartenders will be scheduled by seniority according to the date on which the employee commenced work for the Company.
- 25.25 **Special Provision – Banquet Server/Bartender, Small Functions:**
- Both parties agree that the separate duties previously held by the banquet server and the banquet bartender will be combined. This function will only be covered where there are a maximum of thirty (30) covers or less.
- 25.26 Should a function take place where thirty (30) covers or less are being served, a waiter/waitress and/or bartender may be called upon to serve both food and beverage of that function meaning banquet server

performing waiting and bartending duties, and/or bartender performing bartending and waiting duties.

- 25.27 It will be the duty of the Banquet Maitre D' and Beverage Manager to ensure that where only one person is needed to serve a function an equal scheduling distribution will be given between bartenders and waiting staff.
- 25.28 The parties agree that work performed by the Banquet Houseperson/Porter for the set up and tear down of each non-banquet room will be at the rate of twenty-five dollars (\$25). These monies will be totaled at the end of every two (2) weeks and will be divided on the basis of the total overall hours worked by each Houseperson. The Hotel shall post in the banquet office, a list of all functions subject to this charge over the past two (2) weeks. Records of these calculations will be made available to the Union for inspection upon forty-eight (48) hours notice.
- 25.29 **Banquet Porters:** The Hotel will include on its Group Contract forms, an option for a Box Handling Service. Any client who accepts the Box Handling Service shall be charged at the rate negotiated on the Contract. The negotiated rate shall be provided to the Union Banquet Porters.

Article 26 – Check-Off Form

- 26.01 The form of check-off authorization to be supplied by the Company as follows:

I, an employee of Le Meridien King Edward Hotel, individually and voluntarily hereby authorize and direct the aforesaid Company to deduct my Union dues, as presently approved in the Union by-laws, from my earnings accumulated to my credit on the first pay period of each calendar month, and remit direct to the UNITE HERE Local 75. It is understood that the amount of dues is determined by the Local Union, or by Union International Convention and can be changed by the Local Union or by Union International Convention at any time to comply with such Local or Convention decision regarding same, and this authorization check-off will hold harmless both the Company and the Local Union if so directed. I agree that Le Meridien King Edward Hotel shall be save harmless for all deduction and payment so made.

I also authorize the Employer to deduct from second pay period, after employment, my initiation fee.

The Union will supply the Employer with a letter from their Executive Board advising them of the amounts to be deducted for the initiation fee.

The Union agrees to defend and hold the Employer completely harmless against all claims and demands, should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making the aforementioned deduction for Union dues.

Article 27 – General Conditions

- 27.01 **Printing of the Collective Agreement:** The Company and Union will each pay one-half (1/2) of the cost of printing the Collective Agreement. The Union shall make arrangements for printing and both the Company and Union will agree to the cost of printing. The parties agree to cooperate in distributing sufficient quantities to all employees.
- 27.02 **Food and Beverage:** The Company agrees that employees will not be responsible for guests that leave without paying for a meal or beverage, so long as: the employee follows proper Company procedures; the employee uses proper judgment in the execution of their duties; and the employee immediately notifies their supervisor to allow for either prompt corrective action or investigation of such incidents.
- 27.03 **Joint Committee:** The parties agree to establish a joint committee to discuss issues of mutual concern. The committee shall meet on a regular basis. No item specifically concerning an individual employee which does not have larger ramifications shall be raised as an agenda item unless it has been first raised with the department manager and a reasonable period of time provided for resolution.

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

- 27.04 **Canada Savings Bonds:** The Company agrees to offer through payroll deduction, Canada Savings Bonds, to active employees who choose to participate. To be eligible an employee must have completed at least one (1) full year of service. It is understood that any contributions to Canada Savings Bonds are one hundred percent (100%) employee contributions and that the Company's role is limited to facilitating employee contributions through payroll deduction.
- 27.05 **Technological Change:** Technological change shall be defined as: the introduction by the Company of equipment or materials of a significantly different nature or kind than that previously used by the Company, that directly impacts the previously used by the Company, that directly impact the manner in which the Company carries on its business, and as a result of which twenty-five percent (25%) or more of the full-time bargaining unit employees of a department will risk loss of their employment.
- Under such circumstances the Company will provide at least thirty (30) calendar days advance notice to the employees of such change. The Company agrees to meet with the Union to discuss the introduction of such new technology and its effect on the employees.
- 27.06 **Room Service:** The parties have agreed to the following procedures to apply in respect of Room Service service charges:

(a) In the Room Service Department, a suggested service charge in the amount of fifteen percent (15%) will be shown on the guest's cheque.

(b) It is understood that a maximum of fifteen percent (15%) of the total applicable cheque shall be payable to the applicable employee.

(c) It is further understood that non-payment of all/any such service charge to the Hotel by the guest will result in recovery, by the Hotel, from the applicable employee, of any applicable amount paid to the employee, pursuant to paragraph (b) above. This recovery to be made in the form of withholding from subsequent payments to be made to the applicable employee in accordance herewith.

(d) A one dollar & forty cents (\$1.40) per item will be charged where VIP amenities are delivered. A thirty dollar (\$30) rate will be charged where a full bar is set up in a room.

27.07 Bellmen: Tour Baggage

(a) The tour baggage rate will be three dollars (\$3.00) per bag in and out. Effective August 31, 2011, the rate will increase to three dollars and ten cents (\$3.10) per bag in and out. Effective February 1, 2102, the rate will increase to three dollars and fifteen cents (\$3.15) per bag in and out. Effective February 1, 2013, the rate will increase to three dollars (\$3.20) per bag in and out. The Company agrees that it will make reasonable efforts to negotiate a tour baggage rate into tour contracts. It is understood that these rates exclude transportation crews unless the baggage fee is part of the contract. Furthermore, it shall not apply to contracts signed prior to the signing of the new Agreement.

(b) Any Group contracts that include baggage handling shall be charged according to the rate set out in Article 27.07(a).

Article 28 - Housekeeping Department

28.01 In the Housekeeping Department the employees and the Employer shall follow these guidelines in room assignments.

1. The Union and the Employer understand that the room attendants are paid to work by the hour.
2. The parties agree that room attendants are expected to take breaks and meal periods.
3. 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.

4. 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.
5. Room Attendants assigned to twelve (12) checkouts will have their room assignments reduced by one (1) credit on that particular day. Room Attendants assigned to thirteen (13) or more checkouts will have their room assignments reduced by two (2) credits on that particular day.
6. Room Attendants who are assigned to clean on three (3) floors or more will have their room assignments reduced by one (1) credit on that particular day.
7. Room Attendants who are assigned to clean one-bedroom suites will be assigned two (2) room credits per one-bedroom suite cleaned on that particular day. Room Attendants who are assigned to clean the Royal Suite shall continue to be assigned four (4) room credits.
8. Cots & Cribs: The sum of \$2.00 for the combination of set up/take down of a cot by the Houseperson, and \$2.00 for the Room Attendant and/or Houseperson, for the make-up of a cot.
9. Supply of Linens: The Employer agrees to continue to make best efforts to supply sufficient linen to the Linen Room for use by the Room Attendants. Room Attendants agree to stock their carts with enough linen for no more than eight (8) rooms at a time.
10. Supply of Equipment and Cleaning Materials: The Employer agrees to continue to make best efforts to supply proper equipment and cleaning materials for use by the Room Attendants.

Article 29 – Compassion Fund

- 29.01 The Employer agrees to contribute one cent (\$.01) per hour worked per employee into the UNITE HERE Local 75 and King Edward Hotel Compassion Fund. This fund will be used exclusively to assist Local 75 members at Le Meridien King Edward Hotel in dire need of financial assistance and shall be allocated on compassionate grounds. For further clarity, it is a fund of “last resort” when other options are no longer available. Priority will be given to child and elder care and emergency needs for the basics – food, clothing, housing, medical assistance.
- 29.02 It will be administered by a committee of three (3): a Union Representative, an Employer representative and a Local 75 King Edward Hotel member (mutually agreed upon by the other two). The Compassion Committee will act in strict confidence, given the personal nature of the information before them.

- 29.03 The parties can agree to allocate up to fifty percent (50%) to a Union-wide initiative involving the other employers consistent with the general purpose.

Article 30 – Education Fund

- 30.01 The Company agrees to contribute one cent (\$.01) per hour worked, commencing the date of ratification, per employee, into the UNITE HERE, Local 75 Union Education Fund effective from the date of the first pay period closest to January 17, 2007, per hour worked.

The Company agrees to contribute two cents (\$.02) per hour worked, commencing the date of ratification, per employee, into the UNITE HERE, Local 75 Union Education Fund effective from the date of the first pay period closest to February 1, 2014, per hour worked.

The Company agrees to contribute three cents (\$.03) per hour worked, commencing the date of ratification, per employee, into the UNITE HERE, Local 75 Union Education Fund effective from the date of the first pay period closest to February 1, 2015, per hour worked.

The Company agrees to contribute two cents (\$.04) per hour worked, commencing the date of ratification, per employee, into the UNITE HERE, Local 75 Union Education Fund effective from the date of the first pay period closest to February 1, 2016, per hour worked.

Article 31 – Culture Fund

- 31.01 The Employer agrees to deduct from each employee one cent (\$0.01) per hour worked from date of ratification and submit to the UNITE HERE Union Local 75 World Culture Fund of Toronto's Hotel Workers effective from the date of the first pay period closest to January 17, 2007, per hour worked.

Article 32 – Construction Work

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

Article 33 – New Hotels

- 33.01 The parties hereto acknowledge the existence of the Memorandum of Agreement between Starwood Hotels and Resorts Worldwide Inc. And UNITE HERE Local 75 which concerns the subject of new hotels and

which was negotiated with Starwood Hotels and Resorts Worldwide Inc. in partial consideration for other terms and conditions of this Agreement. The Memorandum of Agreement, attached or appended to the collective agreement is incorporated by reference into the collective agreement.

Article 34 – Ontario Human Rights Code

34.01 The parties agree to comply with the *Ontario Human Rights Code*, R.S.O. 1990, cH.19, as amended

Article 35 – Successorship

- a. In the event that the Employer voluntarily sells, transfers, or assigns all its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation (or any part thereof in a permanent transaction), or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such voluntary sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union, and furnish a copy of the written assumption agreement to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest. The foregoing retention obligation does not create any new tenure rights in employees or the Union beyond retention upon the closing of the transaction. The Employer may thereafter make changes in staffing levels pursuant to the provisions of the collective agreement concerning hiring and layoffs, may terminate individual employees in accordance with the provisions in the collective agreement concerning discipline, and may take all other actions authorized by the collective agreement.
- b. This subsection applies when separate, unaffiliated entities own and operate the Hotel. It is recognized that the Owner of the Hotel and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. It is also recognized that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives, and that this can be accomplished without injury to the interests of the employees in the bargaining unit. Therefore, the Owner shall ensure that while the Owner owns the Hotel, the terms of any future operating agreement or management contract covering the Hotel shall specifically require a written assumption of the collective bargaining agreement between the Employer and the Union, including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union and the Owner shall furnish a copy thereof to the Union. Further, should the Owner or a direct or indirect subsidiary of the

Owner sell or otherwise transfer a controlling ownership interest in all or any part of the business of the Hotel (in one or a series of related stock or asset transactions), or in the event there is a change in the form of ownership of the Hotel or assets to which the Owner is a party, the Owner shall as a condition to such transaction obtain from the other party(ies) to the transaction who will take thereby any interest in the business or the assets used in the business a written assumption of the collective bargaining agreement between the Union and the Employer and furnish a copy of the assumption to the Union. The foregoing retention obligation does not create any new tenure rights in employees or the Union beyond retention upon the closing of the transaction. The Employer may thereafter make changes in staffing levels pursuant to the provisions of the collective agreement concerning hiring and layoffs, may terminate individual employees in accordance with the provisions in the collective agreement concerning discipline, and may take all other actions authorized by the collective agreement.

- c. The Employer shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the Hotel and within the control of the Employer for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; any such contracting may be done by the Employer only in accordance with the terms of this Agreement, including those concerning subcontracting, and this provision does not alter or reduce to any extent the Employer's rights under such provisions. Nothing in this subsection shall preclude an owner or any other party in interest from contracting for the use of space that is not controlled or managed by the Employer as an existing part of the hotel operation, or preclude the continued leasing of any space currently leased in the Hotel, or preclude the leasing of space currently controlled by the Employer to a different third party subject to the provisions of section (b) in the following sentence. The Owner shall not require the Employer to relinquish any part of the Hotel premises managed by the Employer except for (a) use in operations that would not be covered by this Agreement if they were conducted by the Employer or (b) use in operations that would be covered by this Agreement provided that the economic package paid to or on behalf of employees performing work covered by this Agreement shall not be less than the economic package paid to or on behalf of employees under this Agreement and shall include an employer-paid defined benefit pension plan. The economic package shall include all emoluments of employment having definite and quantifiable economic value, including but not limited to wages (including premiums, bonuses and incentives, guaranteed workdays or workweeks, health and hospitalization benefits, retirement plan participation, paid vacation, paid holidays and paid sick leave).
- d. If ownership of the Hotel is transferred in an involuntary transaction, the Employer shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees who have consented, if required by law, except those files which are delivered to the transferee because it

has employed or has made a legally-binding commitment to employ the employees to whom the files pertain.

- e. The provisions of this Agreement prohibiting strikes shall be suspended upon the initiation of any proceeding to authorize the sale of the Hotel in an action filed under Canada's Bankruptcy and Insolvency Act with respect to the Hotel or with respect to a business segment that includes the Hotel, or by delivery to the Employer of a notice of sale in foreclosure or other similar notice that the Hotel will be taken in a transaction that is not voluntary by the Employer, except where prohibited by domestic law, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a written waiver of the suspension. The Employer shall deliver written notice to the Union of a filing or notice covered by this subsection within five days after the Employer files or receives the petition or notice, and shall include a copy of the petition or notice.
- f. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.
- g. The obligations of this section shall expire one (1) year following the expiration of the Successor Collective Agreement, i.e. January 31, 2019. During this one (1) year period, the obligations of this section shall be enforced through the procedures for arbitration provided elsewhere in this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this section.

Article 36 – Termination or Modification

- 35.01 This Agreement shall be in effect from 1 February, 2014, and continue in effect until 31st January, 2018, 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.
- 35.02 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement prior to the current expiration date, it shall expire, unless it is extended for a specified period by mutual agreement of the parties.
- 35.03 On completion of the negotiations for a renewed or amended Agreement, if an Agreement is reached between the Company and the Union negotiating committees, a memorandum of full settlement shall be drawn up and signed by the parties covering all and every amendment before the Agreement is presented by the Union to the membership for ratification.
- 35.04 Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the Company.

Dated at Toronto this _____ day of _____ 2016

For the Union:

For the Company:

LETTERS OF UNDERSTANDING

Between:

Le Meridien King Edward Hotel

- and -

UNITE HERE LOCAL 75

No. 1: RE: Bellpersons Premium for Parking Cars

The parties have agreed that the following premium, in addition to the applicable wage rate outlined in Article 23 to the Collective Agreement, shall be paid to Bellperson responsible for parking cars: one dollar (\$1.00) per hour.

The parties have further agreed that bellpersons will receive one dollar (\$1) up and one dollar (\$1) down for each car parked pursuant to a function that includes pre-arranged and Company authorized valet parking services.

No. 2: RE: Service Charge on Duty Meals/Management Functions/Menu Tasting

The parties have agreed to a fifteen per cent (15%) service charge on Management duty meals, management function, and menu tastings.

The service charge on internal functions shall be fifteen percent (15%). Internal functions shall be deemed to include: staff festive gala, kids Christmas party, long service awards, retirement/farewell parties, hosting client receptions, familiarization trips.

A service charge of ten dollars (\$10) will apply to management coffee breaks, such as management monthly meetings, all employee meetings, weekly sales meetings, orientation sessions.

No. 3: RE: Housekeeping Department

The parties agree to establish a joint Housekeeping Committee made up of three (3) individuals designated by management and three (3) individuals designated by the Union, two (2) of whom must be employees of the Hotel.

The Housekeeping Committee will meet once each month to address issues of mutual concern in the Housekeeping Department.

No. 4: RE: In-House Training Program

The parties have agreed to the following in-house training program:

External Courses

Participation is open to all full-time employees with one year of service.

Tuition reimbursement upon successful completion to a maximum of three hundred dollars (\$300) per annum.

Company must approve course in its absolute discretion.

Course to be attended on employee's own time.

Joint Educational Classes (i.e. English Language Skills, Health and Safety, Fire Safety, First Aid)

One (1) hour Company time, one (1) hour employee time.

Courses, timing and scheduling to be confirmed.

Funding – Company to make adequate budget.

In-House Training Program

Le Meridien King Edward Hotel and UNITE HERE Local 75 commit to providing a program of in-house training to bargaining unit members that is designed to improve the technical knowledge, skill and ability of those that choose to participate. The desired result is a highly skilled and flexible workforce that will be trained both on the job and, where necessary, through external courses.

Participation in In-House Training

The Company will annually elect a number of job training opportunities to meet the needs of its business.

Enrollment in the program is voluntary and open to those who meet the set criteria.

Qualification

All staff who meet the following criteria are eligible to participate:

- 1) A Performance Evaluation that is either above average or exceeds above performance.
- 2) Possession of the necessary skills and ability to be capable of meeting the position.
- 3) Participation in a set course of training will lead to obtaining skills that financially reward at the same or higher level than the employee's current level.
- 4) Six (6) months of employment with the Company.
- 5) The passing of an end test of competency.

Nomination

All bargaining unit employees may apply.

Application

If an employee does not want to participate in the in-house training program, they do not have to.

If an employee does want to participate in the program and therefore “signs up,” the employee will have confirmed that they are willing to work in other departments as determined by management and staffing needs, and therefore, in accordance with Article 8.04 of the Collective Agreement, is agreeing in advance that they can be temporarily transferred to a job outside their department without their consent.

Employees who have successfully trained in new skills will, from time to time, have the opportunity to work in a suitable department at the request of management and such work will not alter the employee’s seniority rights in their “home” department. An employee who participates in the program would still perform most of their work in their home department.

Any transfers would be temporary, either to meet an unexpected immediate need or a planned short term need. Such transfers will not displace regular shifts or regular hours from employees with greater seniority in the department.

In-house training would not include training employees to work in the Banquet Department. However, banquet department employees would be able to sign up for the in-house training program of other positions in the Hotel.

Employees who choose not to participate in the program or who are not selected for the program would not be required to work in other areas outside their department unless they agreed to do so. Their work schedules and hours of work would still be governed by the seniority provisions of the Collective Agreement.

No. 5: RE: Shift Preference

It is understood that Article 8.05 i)(c) entitles employees to occupy a regular weekly shift by department classification seniority, which employees must then be prepared to work. “Regular weekly shifts” will only become available in the event of a vacancy or creation of a new shift. In the event that there is an operational reduction in regular hours, employees will be entitled, by seniority, to make up those hours up to a maximum of forty (40) hours per week.

No. 6: RE: Subcontracting

No employee employed on the date of signing of this Collective Agreement shall be laid off during the term of this Agreement, as a direct result of the Employer contracting out any work currently performed by present employees.

The foregoing limitations shall not apply to any work that is currently contracted out. It is further understood that the Letter of Understanding shall expire with the termination of this Collective Agreement.

No. 7: RE: Bringing Work Back In House

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

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

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

No. 8: RE: Retirement Allowance

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

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

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

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

For those employees whose age and service equal 75 and who choose to retire at or after the age of 64 and on or before their 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, this Letter of Understanding applies to full time employees and regular part time banquet employees only.

No. 9: 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.

No. 10: 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.

No. 11: 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.

No. 12: RE: Brand Standards

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

No. 13: 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 disbursed by consensus decision of a committee which shall include Janet Dassinger or substitute, Kim Gilliard or substitute, and one Union appointed bargaining unit member.

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

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 Starwood's brand standards is exclusively the function and responsibility of the Employer.

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

No. 14: 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 Articles 8 and 21.

Should an insufficient number of employees working in the classification agree to accept the extra hours assignment, Management may assign the hours to employees in accordance with Articles 8.04.

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

The Employer will next offer the work to employees working the current schedule in the classification in descending order of seniority in accordance with Articles 8 and 21.

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 8.04.

- (c) In cases of scheduled absences, such as vacations and leaves of absence, the Employer may use the provisions of Article 8.04 to temporarily transfer employees to fill the vacancy only after employees have been provided an opportunity to maximize hours within the classification.

No. 15: RE: UNITE HERE Local 75 Equal Opportunity Training Fund

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

The Employer agrees, that commencing February 1, 2014, to contribute two (2) cents per hour worked per employee covered by the bargaining unit into the UNITE HERE Local 75, Equal Opportunity Training Fund.

The Employer agrees, that commencing February 1, 2015, to contribute three (3) cents per hour worked per employee covered by the bargaining unit into the UNITE HERE Local 75, Equal Opportunity Training Fund.

The Employer agrees, that commencing February 1, 2017, to contribute four (4) cents per hour worked per employee covered by the bargaining unit into the UNITE HERE Local 75, Equal Opportunity Training Fund.

The Union will keep the Employer informed on a quarterly basis of the utilization, the amount spent and the book balance of the Equal Opportunity Training Fund.

No. 16: RE: Issues Raised In 2006-2007 Collective Bargaining

The Union raised a number of issues in 2006-2007 collective bargaining, which it has withdrawn without prejudice.

The parties have agreed on the following process for discussing these issues, which include scheduling and bargaining unit work performed by bargaining unit members. The parties seek to come to a common interpretation and application of the collective agreement in regards to these matters. The parties also wish to satisfactorily discuss scheduling issues in the following departments:

Housekeeping

Stewarding

Room Service

Maintenance

Four (4) subcommittees, with two (2) worker representatives and two (2) management representatives from each of the above four departments, as well as a Union Representative and a Human Resources person, will be formed and will meet. Workers will receive paid time off to attend the subcommittee meetings, to a maximum of six (6) hours' regular pay for each worker. There will be plenary meetings to direct the work of the subcommittees and to summarize the results at the end of the discussions. The plenary meetings will include the subcommittees. The meetings will be directed by the General Manager, Area Director of Human Resources and Union President, by consensus.

Notwithstanding the subcommittee meetings, the Union reserves its rights under the collective agreement. Likewise, the Employer reserves its rights under the collective agreement.

No. 17: RE: Transit Pass

The Employer agrees to administer a Transit Pass in conjunction with the Toronto Transit Commission ("TTC"), pursuant to the TTC's bulk purchase program. The Employer agrees to contribute four cents (\$0.04) for every hour worked in the preceding calendar year for all employees. February 1, 2016 the Employer agrees to contribute five cents (\$0.05) for every hour worked in the preceding calendar year for all employees. February 1, 2017, the Employer agrees to contribute six cents (\$0.06) for every hour worked in the preceding calendar year for all employees. The contributions shall be used to subsidize the cost of the monthly TTC Pass for employees. The subsidy is directly linked to the contributions made on behalf of employees.

MEMORANDUM OF AGREEMENT

BETWEEN:

STARWOOD HOTELS AND RESORTS WORLDWIDE INC.
(hereinafter referred to as "Starwood")

and

UNITE HERE LOCAL 75
(hereinafter referred to as "the Union")

1. This Memorandum of Agreement shall apply to any hotel in the City of Toronto or within the Toronto Pearson Airport market which during the term of this Agreement, is newly constructed by Starwood, newly owned by Starwood, or newly managed by Starwood and has either the Sheraton, Westin, W, St. Regis, or Le Meridien brand name (each an "Employer"). Any hotels owned or operated by Starwood on the effective date of the Agreement, or by any successor or assign of Starwood as of the execution date of a definitive agreement to purchase and sell the Sheraton Centre Hotel or any current or future hotels owned by such successor or assign that are not operated by Starwood, are excluded from the provisions of this Memorandum. In the event that during the term of this Agreement prior to recognition of the Union, Starwood sells, transfers, or assigns all or any part of its right, title, or interest in any Employer or substantially all of the assets used in such operation, Starwood shall give the Union reasonable advance notice thereof in writing, and Starwood further agrees that as a condition to any such sale, assignment, or transfer, it will obtain from its successor or successors in interest a written assumption of this Memorandum of Agreement with respect to only that Employer and not any other hotels owned or operated then or later by the successor or successors and furnish a copy thereof to the Union, in which event Starwood shall be relieved of its obligations hereunder with respect to that Employer to the extent that Starwood has fully transferred its right, title, or interest. This Memorandum of Agreement shall not apply to any Employer that is sold by Starwood after the Union has been voluntarily recognized. Any hotels which are operated under a franchise licence agreement with Starwood now or in the future and any exclusive time share properties, condominiums and residential housing shall be specifically excluded from the provisions of this Memorandum. For clarity, if a mixed use (ie. Hotel and time share property) employs persons doing work normally performed by bargaining unit employees, those employees shall be covered by this Memorandum.
2. Where the Union establishes majority support as provided in paragraph 9 of this Memorandum of Agreement, an Employer shall recognize the Union as the exclusive bargaining agent of all employees employed in the classifications covered by the collective agreement ("Agreement") of which this is a part, or in classifications called by different names when performing similar duties ("Employees").
3. The parties hereby establish the following procedure to ensure an orderly environment for the exercise by the employees at an Employer

of their rights under Section 5 of the Ontario Labour Relations Act and to avoid picketing and/or other economic action directed at an Employer in the event the Union decides to conduct an organizing campaign among Employees there.

4. The parties mutually recognize that the Ontario Labour Relations Act guarantees employees the right to form or select any trade union to act as their exclusive representative for the purpose of collective bargaining with their Employer, or to refrain from such activity.
5. An Employer will take a neutral approach to unionization of Employees of a Hotel. An Employer will not take any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such Employees of a bargaining agent, or preference for or opposition to any particular union as a bargaining agent
6. The Union and its representatives will abide by the provisions of the Ontario Labour Relations Act in its attempted unionization of these Employees.
7. If the Union provides written notice to the Employer of its intent to organize Employees at an Employer, the Employer shall provide access to the premises of the Employer and to such Employees by the Union. The Union may engage in organizing efforts in non-public areas of the Employer during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon. In no event shall the Union engage in any conduct which interferes with and/or disrupts the performance of work or the rendition of services to guests and/or customers.
8. Within ten (10) days following receipt of written notice of intent to organize Employees at an Employer, the Employer will furnish the Union with a complete list of such Employees, including both full and part-time Employees, showing their job classifications and departments. Within two (2) weeks thereafter, at the request of the Union, the Employer will furnish a second list of such Employees to the Union, including the addresses and telephone numbers of all Employees who have not objected in writing to the provision of their addresses or telephone, numbers. The Employer will not encourage Employees to object to the provision of their addresses to the Union. Thereafter, the Employer will provide updated complete lists monthly.
9. The Union may request recognition as the exclusive bargaining agent for such Employees. Steve Raymond, or another person mutually acceptable to the Employer and the Union, will conduct a review of membership cards submitted by the Union in support of its claim to represent a majority of such Employees. If that review establishes that the Union has obtained membership cards from a majority of such Employees, the Employer will immediately recognize the Union as the exclusive bargaining agent of such Employees. Neither the Union nor the Employer shall file any charges with the Ontario Labour Relations Board in connection with any act or omission occurring within the

context of this agreement; arbitration under Paragraph 12 of this Memorandum shall be the exclusive remedy.

10. Upon voluntary recognition of the Union, the Employer and the Union shall negotiate in good faith for a collective agreement covering the Employees represented by the Union. The parties agree that each Employer shall be covered by a separate collective agreement and the Union agrees not to bring a related employer application under s.1 (4) of the Ontario Labour Relations Act in respect to the collective agreements covering these Hotels.
11. The Union will not engage in picketing or other adverse economic activity at an Employer covered by this Memorandum, and the Employer will not engage in a lockout of the Employees. This paragraph will expire with respect to any group of Employees upon voluntary recognition of the Union, as the representative of such Employees pursuant to paragraph 9; provided, however, if the Employer voluntarily recognizes any union besides the Union as the exclusive bargaining agent of Employees, or any of them, this paragraph shall terminate immediately and without notice;
12. The parties agree that any disputes over the interpretation or application of this agreement shall be submitted to binding arbitration pursuant to the provisions of the Agreement.

	Current Rate	Current starter rate	February 1, 2014	Starter Rate February 1, 2014	February 1, 2015	Starter Rate February 1, 2015	February 1, 2016	Starter Rate February 1, 2016	February 1, 2017	Starter Rate February 1, 2017
Schedule "A" - Wage Rates										
			2.19%	2.19%	2.61%	2.61%	2.64%	2.64%	2.73%	2.73%
HOUSEKEEPING										
Houseperson	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Seamstress/Tailor	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Room Attendant	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Linen Room Clerk	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Cleaner	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Sorter	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
GUEST SERVICES										
Bellperson *	\$11.46	\$10.31	\$11.71	\$10.54	\$12.02	\$10.81	\$12.33	\$11.10	\$12.67	\$11.40
Night Bellperson *	\$12.07	\$10.86	\$12.33	\$11.10	\$12.66	\$11.39	\$12.99	\$11.69	\$13.35	\$12.01
Doorperson *	\$12.09	\$10.88	\$12.35	\$11.12	\$12.68	\$11.41	\$13.01	\$11.71	\$13.37	\$12.03
Car Valet*	\$15.23	\$13.71	\$15.56	\$14.01	\$15.97	\$14.37	\$16.39	\$14.75	\$16.84	\$15.15
FRONT DESK										
Guest Service Agent	\$19.57	\$17.62	\$20.00	\$18.01	\$20.52	\$18.48	\$21.06	\$18.96	\$21.64	\$19.48
Front Office Agent (Day Operator, Night Operator, Guest Service Agent)	\$19.57	\$17.62	\$20.00	\$18.01	\$20.52	\$18.48	\$21.06	\$18.96	\$21.64	\$19.48
SWITCHBOARD										
Day Operator	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Night Operator	\$18.78	\$16.90	\$19.19	\$17.27	\$19.69	\$17.72	\$20.21	\$18.19	\$20.76	\$18.69

Le Service Operator	\$19.98	\$17.98	\$20.42	\$18.38	\$20.95	\$18.86	\$21.50	\$19.35	\$22.09	\$19.88
ENGINEERING										
Maintenance Mechanic	\$21.16	\$19.05	\$21.62	\$19.47	\$22.19	\$19.98	\$22.77	\$20.50	\$23.40	\$21.06
Locksmith/Utility	\$26.30	\$23.67	\$26.88	\$24.19	\$27.58	\$24.82	\$28.31	\$25.47	\$29.08	\$26.17
Electrician	\$31.06	\$27.96	\$31.74	\$28.57	\$32.57	\$29.32	\$33.43	\$30.09	\$34.34	\$30.91
A/C Mechanic	\$26.11	\$23.50	\$26.68	\$24.01	\$27.38	\$24.64	\$28.10	\$25.29	\$28.87	\$25.98
Carpenter	\$31.06	\$27.96	\$31.74	\$28.57	\$32.57	\$29.32	\$33.43	\$30.09	\$34.34	\$30.91
Painter/Wallpaperer	\$31.06	\$27.96	\$31.74	\$28.57	\$32.57	\$29.32	\$33.43	\$30.09	\$34.34	\$30.91
General Labourer	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Engineer (Maintenance Mechanic, Locksmith/Utility, A/C Mechanic)	\$26.30	\$23.67	\$26.88	\$24.19	\$27.58	\$24.82	\$28.31	\$25.47	\$29.08	\$26.17
FOOD SERVICE										
Order Taker/Cashier	\$18.78	\$16.90	\$19.19	\$17.27	\$19.69	\$17.72	\$20.21	\$18.19	\$20.76	\$18.69
F&B Stores	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Working Captain*	\$14.23	\$12.81	\$14.54	\$13.09	\$14.92	\$13.43	\$15.32	\$13.78	\$15.73	\$14.16
Host	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Server *	\$11.44	\$10.29	\$11.69	\$10.52	\$12.00	\$10.79	\$12.31	\$11.07	\$12.65	\$11.38
Busperson*	\$14.06	\$12.65	\$14.37	\$12.93	\$14.74	\$13.27	\$15.13	\$13.62	\$15.55	\$13.99
Midnight Server*	\$19.20	\$17.28	\$19.62	\$17.66	\$20.13	\$18.12	\$20.66	\$18.60	\$21.23	\$19.11
Food Server (Waiter, Waitress, Busperson)*	\$11.44	\$10.29	\$11.69	\$10.52	\$12.00	\$10.79	\$12.31	\$11.07	\$12.65	\$11.38
BEVERAGE										
Service Bartender *	\$18.94	\$17.05	\$19.35	\$17.42	\$19.86	\$17.87	\$20.38	\$18.35	\$20.94	\$18.85
Stool Bartender *	\$16.54	\$14.88	\$16.90	\$15.21	\$17.34	\$15.60	\$17.80	\$16.01	\$18.29	\$16.45
Beverage Porter	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39

Beverage Server (Stool Bartender, Beverage Porter)*	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
MINI-BAR										
Mini Bar Attendant	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
FOOD PRODUCTION										
Pre-July 6, 2004										
Chef de Partie	\$28.48	\$25.64	\$29.10	\$26.20	\$29.86	\$26.89	\$30.65	\$27.60	\$31.49	\$28.35
Demi Chef	\$25.87	\$23.29	\$26.44	\$23.80	\$27.13	\$24.42	\$27.84	\$25.07	\$28.60	\$25.75
Commis	\$24.23	\$21.81	\$24.76	\$22.28	\$25.41	\$22.87	\$26.08	\$23.47	\$26.79	\$24.11
Pastry Cook	\$25.08	\$22.57	\$25.63	\$23.07	\$26.30	\$23.67	\$26.99	\$24.29	\$27.73	\$24.96
Staff Cook	\$18.32	\$16.49	\$18.72	\$16.85	\$19.21	\$17.29	\$19.72	\$17.75	\$20.26	\$18.23
Employee Restaurant Server	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Kitchen Helper (Vegetable Helper/Pastry Person)	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Hired after July 6, 2004										
Chef de Partie	\$24.20	\$21.78	\$24.73	\$22.26	\$25.38	\$22.84	\$26.05	\$23.44	\$26.76	\$24.08
Demi Chef	\$22.04	\$19.84	\$22.52	\$20.27	\$23.11	\$20.80	\$23.72	\$21.35	\$24.37	\$21.93
Commis	\$20.51	\$18.46	\$20.96	\$18.86	\$21.51	\$19.36	\$22.07	\$19.87	\$22.68	\$20.41
STEWARDING										
Floor Steward	\$19.77	\$17.79	\$20.20	\$18.18	\$20.73	\$18.66	\$21.28	\$19.15	\$21.86	\$19.67
Garbage/Pots	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Dishwasher	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Steward (Garbage/Pots, Dishwasher, Silver Polisher)	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39

CLUB FLOOR	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Club Floor Attendant										
BANQUET DEPARTMENT										
Server*	\$11.44	\$10.29	\$11.69	\$10.52	\$12.00	\$10.79	\$12.31	\$11.07	\$12.65	\$11.38
Houseperson/Porter*	\$18.47	\$16.63	\$18.87	\$16.99	\$19.37	\$17.44	\$19.88	\$17.90	\$20.42	\$18.39
Banquet Bartender*	\$18.94	\$17.05	\$19.35	\$17.42	\$19.86	\$17.87	\$20.38	\$18.35	\$20.94	\$18.85

***Gratuity Position**

**Night Shift Premium – Employees in the classifications of Midnight Maintenance, Overnight GSA and Overnight Le Service Operator, who are scheduled to work the night shift (currently commencing between 11:00 pm and midnight) shall be paid a premium of \$0.50 per hour, so long as their rate of pay is not a higher rate of pay than the minimum set out in the collective agreement.

***Any employee who is receiving a higher rate of pay than the minimum shall receive the above noted increase on their rate of pay.