

# **COLLECTIVE AGREEMENT**

**B E T W E E N:**

**SHERATON HAMILTON HOTEL**  
**(Starwood Hotels & Resorts Worldwide Inc.)**  
**(hereinafter called the “Company”)**

**- and -**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**  
**(hereinafter called the “Union”)**

**2008-2010**

## **TABLE OF CONTENTS**

**PURPOSE:** The general purpose of this agreement is to establish and maintain a mutually satisfactory relationship between the Union, the Company and the employees represented by the Union, and to provide procedures 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 provision of this agreement and to assist the Company in the efficient operation of its business.

### **ARTICLE 1 RECOGNITION AND SCOPE**

1.01 The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company employed at its Hotel in the City of Hamilton save and except supervisors, persons above the rank of supervisor, office, sales and accounting staff.

1.02 Any changes or amendments to this agreement during its term shall be incorporated only with mutual agreement between the Company and the Union.

1.03 Terms importing the singular shall be deemed to include the plural unless the context requires otherwise.

1.04 The term “employee” or “employees” means an employee employed within the bargaining unit for which the Union is recognized as described in 1.01.

**11023 (05)**

(a) "Full time employee" means an employee employed in the bargaining unit described in Article 1.01 who regularly works more than twenty four (24) hours per week; and

(b) "Part time employee" means an employee employed in the bargaining unit described in Article 1.01 who regularly works not more than twenty four (24) hours per week.

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

He/she has been the successful applicant for a full-time position: or

A part-time employee occupying a position covered by the bargaining unit may, not more than twice in any calendar year, request in writing to have his/her employment status verified. After verification, should said employee have averaged more than twenty-four (24) hours a week over a twenty-six (26) consecutive week period within the same department, he/she shall only then be classified as full-time.

In the application of (ii), an employee must indicate his/her acceptance or refusal by signing the appropriate letter of option, provided by the Human Resources Department. Should the employee accept the change in his/her status, he/she shall start to accumulate full-time seniority from the date of signing said letter.

1.05 (a) Co-op students and other persons who are not employed for compensation by the Company shall not be used to perform bargaining unit work if doing so would directly result in the reduction in the hours of work of a bargaining unit employee.

(b) A person employed by the Company who is not part of the bargaining unit shall not perform bargaining unit work unless it is normally part of his or her job to do so in accordance with past practice.

1.06 (a) Prior to the Company contracting out any bargaining unit work, the Company shall meet and discuss the matter with the Union at a consultative meeting.

(b) None of the present employees in the Maintenance Department as of the date of ratification shall be laid off as a direct result of the Company contracting out bargaining unit work regularly performed by such employees.

## **ARTICLE 2 COMPANY RIGHTS**

2.01 Except as and to the extent specifically modified by this agreement, all rights and prerogatives of management are retained by the Company and remain exclusive within the rights of the Company and its management. Without limiting the generality of the foregoing, the Company's rights shall include:

(a) - maintain order, discipline and efficiency;

(b) - hire, discharge, layoff and recall, suspend, classify, direct, transfer, promote, demote or discipline employees for just cause, subject to the right of an employee to lodge a grievance in the matter and to the extent as herein provided;

(c) - to maintain and enforce reasonable rules and regulations to be observed by employees;

(d) - Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to plan, direct and control operation, to direct the workforces, to determine the number of personnel required from time to time, to determine the number and location of

facilities, to determine the quality of services and processors, methods and procedures to be employed, schedules of work or production, standard of performance, to select, procure and control supplies, materials, products and produce, to determine the extension, limitation, curtailment and cessation of operation.

2.02 It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the specific terms of this agreement. It is understood that a claim that the Company has exercised these rights in a manner that is inconsistent with the specific terms of this agreement shall be proper subject matter for a grievance.

### **ARTICLE 3 RELATIONSHIP**

3.01 The company agrees that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability, ethnic origin, colour, religion, and record of offences.

3.02 The Company and the Union agree to observe the provisions of the Ontario Human Rights Code. The right of an employee to rely upon the provisions of the Ontario Human Rights Code in a grievance under this Agreement shall not be limited.

3.03 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members and officers of the Union and to participate in its activities.

3.04 The Union agrees that, except as provided for in this agreement, there shall be no Union activity on the premises of the Company during the employee's working hours except by agreement with the Company.

3.05 Authorized representatives of the International Union shall be permitted to enter the premises of the Company at reasonable times for the purpose of conducting its business. Notice upon entering shall be given to a representative of management. Entry shall not be refused unreasonably.

### **3.06 CONSULTATION PROVISION**

The Company and the Union Consultation Committee comprising of the Unit Chairperson, the Unit Grievor and one other Steward selected by the Union shall meet at least once every three (3) months for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement. The Union's International Representative may attend these meetings

In addition, this Committee will attempt to reach a satisfactory resolution of any issue which may arise during the term of the agreement (except those issues which are subject to the grievance procedure or are better dealt with at collective bargaining for the renewal of the agreement). Any resolution will be made in writing but it shall not be binding on the parties unless the Company's General Manager and the Union's International Staff Representative both agree to it in writing. Any resolution can be cancelled by either party giving five (5) days written notice to the other of its intention to do so.

### **ARTICLE 4 UNION SECURITY**

\_\_\_\_\_The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto Ontario M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

The remittance and the R-115 form shall be accompanied by a statement containing the following information:

A list of the names of all employees from whom dues were deducted and the amount of dues deducted;  
A list of the names of all employees from whom no deductions have been made and reasons;  
This information shall be sent to both Union addresses identified in article 4.02 in such form as shall be directed by the Union to the Company.

The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

4.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

## **ARTICLE 5 NO STRIKES OR LOCKOUTS**

5.01 The Company agrees that, during the life of this agreement, it shall not cause or direct any lockouts of employees and the Union agrees that it shall not cause or direct any strikes of its members.

The Labour Relations Act of Ontario defines a strike and lockout as follows:

“Strike” includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of the employees designed to restrict or limit output;

“Lockout” includes the closing of a place of employment, a suspension of work or refusal by an employer to continue to employ a number of his employees with a view to compel or induce his employees, or to aid another employer to compel or induce his employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the employer, an employer’s organization, the trade union, or the employees.

## **ARTICLE 6 UNION STEWARDS AND GRIEVANCE COMMITTEE**

6.01 The Union may select one steward with at least one year of seniority to represent employees employed in each of the following departments:

- (a) Kitchen/Stewarding  
Dining Room/Room Service/Tonic  
Housekeeping Service & Front Desk & Switchboard
- (d) Maintenance
- (e) Banquets

In addition, the Union shall be entitled to select one (1) employee with at least one (1) year of seniority to act as the Unit Grievor.

6.02 The company agrees to recognize and deal with a Union Grievance Committee of not more than three (3) employees. The Grievance Committee shall consist of the Unit Grievor, the Unit Chairperson and one of the Steward selected by the Union.

6.03 The Union shall inform the Company in writing of the identity of the Stewards and the Grievance Committee and the Company shall not be obligated to recognize such personnel until it has been so informed.

6.04 A Steward shall not leave his or her regular duties during working hours without first obtaining permission of his or her immediate supervisor. Where it is necessary for a Steward to investigate an employee's grievance or complaint during working hours, the employees shall not be disturbed in the performance of his or her assigned duties unless that employee's supervisor has given that employee permission to discuss the matter with the Steward.

## **ARTICLE 7 NEGOTIATING COMMITTEE**

7.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than five (5) employees. The Negotiating Committee shall consist of the President, the Unit Grievor and three (3) other members selected by the Union along with representatives of the International Union.

7.02 The Negotiating Committee is a separate entity from other committees and shall deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

### **7.03 PAYMENT OF STEWARDS AND COMMITTEES**

      (1) Any qualified employee who is selected by the Union as a Union Steward or as a member of any of the committees provided for in this agreement shall be compensated for time lost from work during his or her scheduled hours of work while attending to business, authorized by and with the Company, resulting from his or her duties as a Union Steward or attendance at such committee meetings. Payment will be made at his or her regular straight time hourly wage rate.

(2) The members of the Negotiating Committee shall not be required to work on any day upon which the negotiating meeting is held with the Company. The normal work schedules of the members of the Negotiating Committee shall not be altered to avoid payment of meeting time.

Each member of the Negotiating Committee shall be compensated on the basis of the hours he or she would have worked had they been otherwise scheduled to work. Payment will be made on the basis of his or her regular straight time hourly wage rate. For members of the Negotiating Committee only and only for those members of the Negotiating Committee who rely on gratuities for a significant portion of their earnings a further payment of an amount equal to their straight time hourly wage rate shall be made.

No member of the Negotiating Committee shall be paid more than he or she would have been entitled to be paid for a regular daily schedule. In other words, if a member of the Negotiating Committee spends time at negotiation meetings which exceeds whatever his or her normal shift would have been for that day, he or she shall not receive any additional compensation from the Company.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

8.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the interpretation, application, administration or alleged violation of this Agreement shall be adjusted as quickly as possible.

8.02 It is agreed that all Step 1 and Step 2 meetings held between the Company, the employee and the Union Steward shall be held during regular working hours. The employees shall be paid for time lost from

work to attend these meetings at his or her regular straight time hourly wage rate. There will be no payment for those employees who have been suspended or discharged.

8.03            Step 1: -        It is generally understood that an employee has no complaint or grievance until they have first given their immediate supervisor an opportunity to adjust the complaint. This complaint shall be given to the supervisor within five (5) days of the event having occurred or having become known to the employee. The employee may request a Union Steward to be present at this meeting. His or her supervisor shall give his or her reply to the employee within five (5) working days.

Working days are defined to mean Monday to Friday excluding holidays.

8.04            Step 2: -        If the employee is not satisfied with the supervisor's reply, the employee shall submit the grievance, in writing on the Union's normal form and have it signed by a Union Steward.

This grievance should be presented to the Director of Human Resources, or his or her designate, within five (5) working days of receiving his or her supervisor's reply.

The Director of Human Resources shall schedule a meeting to deal with the grievance within five (5) working days of the receipt of the written grievance. This meeting may be attended by the Human Resources Manager or his or her designate, the Union Grievance Committee and a Staff Representative. The employee may also attend if requested by the Union.

The Director of Human Resources shall give his or her reply within five (5) working days after this meeting.

8.05            Step 3: -        If final settlement of a grievance is not reached at Step 2 then a grievance may be referred, in writing, by either party to Arbitration as provided in Article 10, at any time within thirty (30) calendar days after the decision is received under Step 2 or the time allowance for a decision has passed.

8.06            **GROUP GRIEVANCES**

When two or more employees wish to file a grievance arising from the same incident, such grievance may be handled as a group grievance and presented to the Company beginning at Step 2 of the grievance procedure. A group grievance must be filed within ten (10) days of the event having occurred or of the employees being aware of the event.

8.07            **POLICY GRIEVANCE**

If, during the life of this Agreement a dispute should arise between the Union and the Company concerning the interpretation, application, administration or alleged violation of the Agreement, then the aggrieved party may submit the alleged complaint to the other party, in writing, giving full particulars of the matter. This complaint must be given to the Director of Human Resources or the Union Staff Representative within ten (10) calendar days from the time either party knew or ought to have known of the alleged violation.

8.08            **TIME ALLOWANCES**

(1)        -        The time allowances provided in this article may be extended by mutual agreement between the parties, in writing.

(2) - If the time allowances, or any extension thereof, are not observed by either party, the grievance shall be considered as advanced to the next step of this procedure, including Arbitration.

## **ARTICLE 9 DISCHARGE AND DISCIPLINARY ACTION**

9.01 A full time seniority employee may be required to present his/her explanation of the problem and may be disciplined or discharged on his/her day off only where the allegations are of a serious nature such as theft, fighting, harassment or gross insubordination.

9.02 A claim by an employee that he or she has been discharged or suspended without just cause shall be proper subject for a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure within fifteen (15) calendar days after the employee receives notice that he or she has been discharged or suspended as the case may be.

The Company shall notify the Union's President of the discharge of a full time seniority employee within three days of the discharge.

### **9.03 DISCIPLINARY MEETINGS AND RECORDS**

(1) Full time and part time employees required to attend investigative meetings with the Company which may result in discipline or to attend meetings held for the purpose of issuing discipline shall be represented by a Union Steward.

(2) (a) Warnings, other than suspension notices, will remain in an employee's file until the employee has had twelve (12) months without any discipline being imposed. Warnings on an employee's file shall not be used for the purposes of supporting further discipline if the employee has a clean record for twelve (12) months.

(2) (b) Suspensions will remain in an employee's file until the employee has had eighteen (18) months without any discipline being imposed. Suspensions on an employee's file shall not be used for the purposes of supporting further discipline if the employee has a clean record for eighteen (18) months.

## **ARTICLE 10 ARBITRATION**

10.01 The Arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator.

10.02 This provision applies if a difference arises between the parties relating to the interpretation, application or administration of this agreement, including a question as to whether a matter is arbitrable. This provision also applies in the case of an allegation that this agreement has been violated.

10.03 After exhausting any grievance procedure established by this agreement, either party may give written notice to the other that it wishes to submit the difference or allegation to arbitration.

10.04 The parties shall then appoint a person to act as arbitrator. If they are unable to agree upon the appointment of any arbitrator within ten (10) days after the notice is given, the arbitrator shall be appointed by the Minister of Labour for Ontario at the request of either party.

10.05 The arbitrator shall hear and determine the difference or allegation and shall issue a decision. The arbitrator's decision is final and binding upon the parties and upon any employee or employer affected by it. The arbitrator shall give a decision within thirty (30) days after hearings on the matter submitted to arbitration are concluded.

10.06 The time described in 10.05 for giving a decision may be extended at the discretion of the arbitrator so long as he or she states in the decision the reasons for extending the time.

10.07 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this agreement.

10.08 The fees and charges of the arbitrator shall be borne equally by the two parties hereto.

## **ARTICLE 11 HOURS OF WORK AND OVERTIME**

11.01 The provisions of this Article are intended to define the normal hours of work as a basis for calculating time worked and shall not be construed as a guarantee of hours of work per day or per week, nor a guarantee of a working schedule.

11.02 Except in the Maintenance Department and the Food and Beverage Outlets, the normal work week shall consist of forty (40) hours per week made up of five (5) eight (8) hour days with two (2) consecutive days off each week. The employees in the Kitchen may be exempted from this if a majority of them approve it and the Union agrees.

11.03 The Company shall post the schedules of work by 2:00 pm on Thursdays. The employer will endeavour where ever possible to provide employees with 24 hours notice of changes to their shift assignment.

11.04 Employees are to be entitled to two (2) paid, fifteen minute rest periods in one eight hour shift, every four hours, at a time determined by the Company and consistent with efficient operations.

Employees are to be entitled to a one-half hour unpaid lunch break during each shift of five (5) hours or more, to be taken at a time to be designated by the Company.

11.05 Seniority shall apply to entitlement to available days off and shift preference on available shifts, within job classifications, subject to the Company being able to maintain a qualified and efficient work force. Available shifts are defined as shifts that are currently vacant or newly created.

11.06 Shift changes are only permitted at the discretion of the Manager and are subject to operational requirements.

11.07 An employee calling in sick must speak with the Department Manager or Manager on Duty.

If the employee is calling in after hours, the employee must call the Night Auditor and follow instructions on the Night Auditor's voicemail message, if the Night Auditor is not available.

11.08 Whenever possible, shift schedules shall be arranged to give employees at least sixteen (16) hours between shifts.

11.09 Whenever possible, the Company shall use its best efforts to schedule the hours of work so as to minimize the use of split shifts.

11.10 Overtime at the rate of time and one half of the employee's basic rate of pay shall be paid.

- (1) - for authorized hours worked in excess of eight (8) hours per day.
- (2) - for authorized hours worked in excess of forty (40) hours per week.
- (3) - for authorized hours worked on the sixth and seventh consecutive days including work weeks totalling less than forty (40) hours.



An employee shall not be paid time and one half under article 11.08(3) if he or she works on a sixth or seventh consecutive day because of a written schedule request which he or she made.

11.11 Overtime opportunities shall be shared as equally as practicable among employees normally performing the work required and shall be on a voluntary basis. The Company reserves the right to schedule overtime work and shall give reasonable consideration to personal reasons from individual employees for inability to work overtime.

Should the Company fail to obtain sufficient employees on a voluntary basis, it shall have the right to require junior employees in the classification to work, provided the request does not violate the employee's rights under the Employment Standards Act.

11.12 To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision and there shall be no duplication or pyramiding of overtime or other premium payment.

#### **11.13 MINIMUM REPORTING ALLOWANCES**

An employee who reports for work at his or her regular time and who is sent home because no work is available or commences to work but is assigned less than eight (8) hours work, shall receive a minimum of four (4) hours pay at the appropriate hourly rate. This provision shall not apply in circumstances beyond the reasonable control of the Company. (Examples - such as fire, flood, snowstorms, major equipment failure).

11.14 When an employee has not been working because of illness, leave of absence or any other causes, it shall be his or her responsibility to arrange with the Company for his or her return to work prior to his or her intended date of return, and if the employee fails to do so he or she shall not be entitled to the reporting allowance as herein provided.

11.15 It is the employee's obligation to keep the Company informed of his or her correct address and current telephone number, and the Company shall not be liable for any payment hereunder unless arrangements have been so made.

#### **11.16 CALL BACK ALLOWANCE**

An employee who has left the Hotel after the completion of his or her regular shift and is called back to work shall receive a minimum of four (4) hours pay at his or her regular straight time hourly wage rate. It is understood that this provision shall not apply in the case of an employee who is required to work a period prior to the commencement of his or her regular shift, but he or she shall be appropriately compensated.

### **ARTICLE 12 SENIORITY**

12.01 As some employees commenced employment on or about the day the Hotel opened for business in 1985, each employee employed at that time has been given a date of hire based on the day and time the employee was interviewed as opposed to his or her actual date of commencement of employment.

#### **12.02 PROBATIONARY EMPLOYEES**

(1) The probationary period shall be sixty (60) working days. A working day shall mean the scheduled hours for any one shift. Once an employee successfully completes the probationary period his or her seniority date shall be his or her date of hire. A split shift within the same day will count as one (1) shift.

(2) The layoff, termination or discharge of an employee during his or her probationary period shall be at the sole and absolute discretion of the Company without regard for cause or just cause and shall not be a dispute subject to the grievance and arbitration procedure.

12.03 A full time employee shall only have seniority amongst the full time employees in the department or outlet in which he or she is employed. Where a full time employee becomes a part time employee he or she shall be inserted into the part time employee seniority list for the department involved in accordance with his or her date of hire by the Company. When a part time employee becomes a full time employee, he or she shall be inserted at the bottom of the full time seniority list for the department or outlet involved and his or her seniority date for the purpose of that list shall be the date that they became a full time seniority employee in that department or outlet.

12.04 For the purpose of Articles 12 - 13 and 14 the Departments are:

- (a) - Housekeeping
- (b) - Kitchen
- (c) - Stewarding
- (d) - Maintenance
- (e) - Banquets
- (f) Front desk including Bell Desk and Service Promise Help Desk and Executive Lounge

12.05 For the purpose of this agreement the Outlets are:

- (a) - Tonic
- (b) - Chagall's/Room Service\*\*Note: Work in room service shall be assigned to the employee or employees in this area with the least seniority provided he, she or they have the skill and ability to do the work involved.

12.06 **DEPARTMENTS** - When the hours of work in a department are reduced the available hours of work shall be assigned amongst the full time employees in the department so that the normal hours of work of the full time employees with the most departmental seniority and who have the skill and ability to do the work involved will not be reduced until the hours of work of more junior employees have been reduced. A full time employee would have his or her hours of work reduced whereby he or she will be regularly working not more than 24 hours per week in the department shall be entitled to bump a part time employee in the same department if the full time employee has the skill and ability to do the work of the part time employee in the department. Any part time employee bumped by the foregoing may bump a more junior part time employee in the department provided that he or she has the skill and ability to do the work involved.

12.07 **OUTLETS** - When the hours of work in an outlet are reduced the available hours of work shall be assigned amongst the full time employees in the outlet so that the normal hours of work of the full time employees with the most outlet seniority and who have the skill and ability to do the work involved will not be reduced until the hours of work of more junior employees have been reduced. A full time employee who would have his or her hours of work reduced whereby he or she would be regularly working not more than 24 hours per week in the outlet shall be entitled to bump a part time employee in the same outlet if the full time employee has the skill and ability to do the work of the part time employee in the outlet. Any part time employee bumped by the foregoing may bump a more junior part time employee in the outlet provided that he or she has the skill and ability to do the work involved.

12.08 **LOSS OF SENIORITY AND EMPLOYMENT**

An employee shall lose seniority standing, his or her name shall be removed from all seniority lists and employment deemed to be terminated for any of the following reasons:

- (1) If the employee voluntarily quits.

(2) If the employee is discharged and is not reinstated.

(3) If an employee fails to return to work on the date indicated in the return to work notice he/she shall be deemed to have abandoned their position and to have forfeited his/her right to recall. It is agreed that the employer shall provide at least 5 days notice of recall to employees. If an employee is available for work within the 5 days and if the employer has a position available, nothing will prevent the employee from assuming his/her job prior to the recall date provided in the notice.

(4) If the employee has been on layoff for lack of work for a period of more than twelve (12) consecutive months.

(5) If the employee is absent without permission for three (3) consecutive working days, unless he or she has a reasonable and justifiable explanation for the absence.

(6) Subject to a person's rights under the Ontario Human Rights Code and the Workers' Compensation Act, when an employee is absent from work for six (6) months.

12.09 The Company shall maintain up-to-date department seniority lists showing each employee's seniority date and his or her classification. A copy of such list shall be posted on the Union's Bulletin Board upon request but not more than bi-annually.

### **ARTICLE 13 JOB VACANCIES**

13.01 The Company shall post announcements of permanent full time vacancies and new full time positions on the posting board located outside of the cafeteria. The announcement shall remain posted for a period of seven (7) calendar days. Employees may make a formal application for such job vacancies by completing the necessary application with the Human Resources Office.

13.02 The following factors shall be considered by the Company in filling the position.

(1) Department or Outlet seniority, whichever is applicable.

(2) Skill, Ability, and Aptitude to perform the work.

Where the relative skill, ability and aptitude of two or more employees to perform the work is relatively equal, factor one (1) shall govern.

13.03 The name of the successful applicant for the posted job shall be posted on the bulletin board. When the job is filled pursuant to this procedure, the successful applicant will commence working in the position no later than fourteen (14) days after the posting is awarded unless the posting indicates otherwise.

13.04 No job shall be assigned to an employee on a permanent basis unless it has been filled through the posting procedure outlined above.

13.05 Where there are no successful applicants, the posting may be filled from any place.

13.06 The successful applicant shall not be able to apply for another posting for a period of six (6) months. Full time employees shall have a 30-day trial period upon commencing a new position as a result of a promotion or a transfer. During this period, the employee and the employer may agree to return the employee to his/her former position without loss of seniority.

### **ARTICLE 14 TEMPORARY TRANSFERS**

14.01 When it is necessary to schedule an employee to work temporarily in a higher paying position, the employee with the most department or outlet seniority, whichever is applicable, who has the skill and ability to do the job shall be scheduled. When it is necessary to schedule an employee to work temporarily in a lower paying position, the employee with the least department or outlet seniority, whichever is applicable who has the skill and ability to do the job shall be scheduled.

14.02 If the rate of the job is higher, the employee gets the higher rate and if it is less the employee keeps his or her hourly rate.

#### **ARTICLE 15 PREFERENTIAL SENIORITY**

15.01 Local Union Office, Union Stewards, Unit Grievor shall have top Hotel Wide seniority in case of layoff and shall be retained by the Company on work they have the skill and ability to perform. The Union shall provide the Company with the names of the persons affected and the order in which they are to be recognized.

#### **ARTICLE 16 LEAVE OF ABSENCE**

16.01 The Company may, at its discretion, grant a leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leave of absence shall be in writing as far in advance as practical. The Company agrees to reply to such request in writing within seven (7) working days whenever possible. Requests for such leave will not be denied in an arbitrary or discriminatory manner.

16.02 It is understood that employees on leave of absence shall not use the time granted for purposes other than declared in their request for such leave. Failure to abide by this clause may result in disciplinary actions up to and including termination.

16.03 The Union shall be notified of all leaves granted under this Article and shall be provided with a copy of the document setting out the terms and conditions of the leave of absence.

16.04 Employees who have been selected by the Union to attend Union conventions or conferences or attend to other Union business shall be granted a leave of absence by the Company so long as only one person per department is on such leave of absence at any one time. The Unit Grievor shall notify the Company in writing not less than ten (10) days prior to the start of the leave of absence of the names of the members requiring leave. The employer reserves the right to deny the request if made less than 10 days prior to the start of the leave. Seniority shall accumulate during such period.

16.05 The Company shall continue to provide all benefits, at no cost to the employee, for all leaves less than thirty (30) days in duration.

16.06 Employees required to attend to union business pas per article 16.04 will be paid by the Union except as prescribed in 7.03.

16.07 The Company agrees to grant an employee a leave of absence without pay for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the International Union. The Union agrees to notify the Company fourteen (14) days prior to the return to work of such employee.

#### **ARTICLE 17 MATERNITY AND PATERNITY LEAVE**

17.01 The Company agrees that employees shall be entitled to maternity and paternity leave benefits under the provisions of the Employment Standards Act.

17.02 The Company agrees that it shall extend such period of leave, without pay, either before or after delivery upon receipt of medical evidence supporting the need for such additional leave.

#### **ARTICLE 18 COMPASSIONATE LEAVE**

18.01 It is agreed that, after an employee has completed his or her probationary period, the Company shall grant four (4) consecutive days leave of absence with pay upon the death of the employee's spouse, parent, child, sister, brother, mother-in-law, father-in-law or common law spouse.

18.02 One day's leave of absence with pay shall be granted upon the death of the employee's brother-in-law, sister-in-law or grandparent.

18.03 If the bereavement leave referred to in this Article coincides with vacations or other days on which the employee would not normally work, no payment shall be made by the Company.

18.05 Payment shall be made at the employee's regular straight time hourly wage rate pay based on the number of normal hours of work the employee would otherwise have worked.

18.06 If an employee requires additional compassionate leave without pay, application for leave of absence can be made in the usual way. These applications shall be processed as quickly as possible, if necessary, they may be confirmed by telephone with the Company.

#### **ARTICLE 19 JURY DUTY AND CROWN WITNESS**

19.01 Should a seniority employee be called to serve on a jury, or be subpoenaed as a Crown witness, the employee shall be paid at his or her regular straight time hourly wage rate for all regular hours necessarily lost thereby. The employee is required to turn over to the Company any jury or witness fee, exclusive of any allowances which he or she receives.

#### **ARTICLE 20 PAYMENT FOR INJURED EMPLOYEES**

20.01 In the event that an employee is injured in the performance of his or her duties, he or she shall, to the extent that he or she is required to stop work and receive treatment, be paid the regular straight time hourly wage rate lost for the balance remaining of his or her shift. The Company shall provide and arrange for suitable transportation for the employee to the doctor or hospital and back to the Hotel and/or to his or her home as necessary at no cost to the employee. It is the responsibility of the employee to report the accident/injury to his or her supervisor immediately in order for the supervisor to thoroughly investigate the incident and complete the necessary documents required by law. If their supervisor is not at work, the employee may report the accident/injury to a supervisor that is on shift.

#### **ARTICLE 21 CANADIAN CITIZENSHIP**

21.01 The Company agrees to allow time off work without loss of pay for up to eight (8) hours to an employee to attend Citizenship Court to be sworn in as a Canadian Citizen. Such time off work shall be paid after verification is received by the Company.

#### **ARTICLE 22 PAID HOLIDAYS**

22.01 (a) Full Time Seniority Employees shall receive pay in accordance with the terms and conditions of this Article for the following Declared Holidays:

Good Friday  
New Year's Day  
Family Day  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Employee's Anniversary date of employment  
Employee's Birthday

(b) Part Time Seniority Employees shall receive pay in accordance with the terms and conditions of this Article for the following Declared Holidays.

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

22.02 Except for the Employee's Anniversary date of employment and the Employee's Birthday all Declared Holidays shall be observed on the day they fall unless the Company and the Union mutually agree to another date for the observance of the Holiday. The employee and his or her supervisor can agree to celebrate his or her anniversary date and birthday on a date other than the date it falls.

22.03 The day on which a shift commences shall be used for the purposes of determining when a Paid Holiday is to be celebrated.

22.04 This Article 22 does not apply to an employee who:

fails without reasonable cause to work their entire shift on their regularly scheduled days of work before or after the public holiday;

or

(b) fails without reasonable cause to work their entire shift on the public holiday if they agreed to or were required to work that day.

22.05 An employee who does not work on a declared holiday shall be paid the total of the employee's regular wage paid in a four week period prior to the week in which the public holiday occurs, divided by the number of shifts worked. Regular wages means all wages excluding vacation pay, overtime pay, public holiday pay, premium pay, termination pay and severance pay.

22.06 Except for the Employee's Anniversary date of employment and the Employee's Birthday, when an employee works on a Declared Holiday, he or she shall be paid at one and one half (1 1/2) times his or her regular straight time hourly wage rate for each hour he or she works and he or she shall also be paid his or her holiday pay without having to take a lieu day. An employee who works on his or her Anniversary Date of Employment or his or her Birthday based on an agreement between the employee and his or her supervisor shall be given another day off and paid on that day off the amount described in 22.06.

If an employee has requested his/her birthday or anniversary date as a day off and the employer requires the employee to work on either of those days, the employee shall be paid time and one half for all hours worked and shall also receive a day off with pay.

22.07 In the event that one or more of the aforementioned Declared Holidays occurs during the eligible employee's vacation, the Company shall grant either an extra day's holiday with pay at a time convenient to the eligible employee or pay for the holiday as provided herein at the option of the eligible employee.

22.08 If an employee is required to work, he or she shall receive one and one half times the regular straight time hourly rate of pay for hours worked that day.

### **ARTICLE 23 VACATIONS**

23.01 Full time seniority employees shall be entitled to an annual vacation with pay in accordance with the following:

For eligible employees who have completed one (1) year of service or more but less than five (5) years of service, two (2) weeks vacation with four (4%) percent of gross pay.

(2) For eligible employees who have completed five (5) years of service or more, three (3) weeks vacation with six percent (6%) of gross pay.

For eligible employees, who have completed ten (10) years of service or more four (4) weeks of vacation with eight percent (8%) of gross pay.

For eligible employees, who have completed twenty (20) years of service or more five (5) weeks of vacation with ten percent (10%) of gross pay.

For eligible employees who have completed twenty-five (25) years of service or more six (6) weeks of vacation with twelve percent (12%) of gross pay.

23.02 For the purposes of determining the vacation to which an eligible employee is entitled, the anniversary date of his or her employment shall apply.

23.03 (1) An employee wishing to take whatever vacation entitlement available to him or her may do so by making a written request to the employee's supervisor prior to March 1<sup>st</sup> of the vacation year in question. Subject to the supervisor being able to maintain a qualified and adequate staff in his or her department or area, the supervisor shall assign vacation requests on the basis of seniority and advise those who made the request by the following April 1<sup>st</sup>.

(2) If an employee has not made a written request by March 1<sup>st</sup> of the vacation year, he or she shall be assigned a vacation break among the unused vacation periods on a first come first served basis and seniority shall not be a factor. This is subject to the supervisor being able to maintain a qualified and adequate staff in his or her department or area.

(3) Notwithstanding section (1) and (2) above, an employee shall not be entitled to use their seniority preference to take more than two weeks vacation during the months of June, July, August and December.

23.04 Vacation credits shall not be accumulated from one year to the next.

23.05 Upon the request of the employee, the accrued but unpaid vacation pay for the vacation years prior to the current vacation year shall be paid to the employee on the anniversary date of his or her employment.

#### **ARTICLE 24 HEALTH AND SAFETY**

24.01 The parties shall establish a Health & Safety Committee composed of four (4) employees selected by the Union and up to four (4) by the Company. The Committee shall meet monthly during regular working hours and shall tour the work areas and make recommendations as to any matter affecting the health and safety of the employees. The company shall use its best efforts to schedule meetings when all members are on site.

24.02 Minutes of all meetings shall be taken and a copy given to the Union within five (5) days of the meeting. All recommendations agreed to by the Committee along with the recommended date of implementation of those recommendations shall be contained in the minutes.

24.03 The Company and the Union agree that they shall mutually co-operate to maintain reasonable standards of health and safety in order to prevent injury and illness. The Company agrees to observe the provisions of the Occupational Health and Safety Act of Ontario.

#### **24.04 SAFETY SHOES**

Should the Company require any employee to wear safety shoes these employees shall receive the shoe allowance of \$85.00 per annum for the cost of purchasing safety shoes. The Company will provide employees with orthopaedic footwear if supported by a medical certificate. These payments will only be made to seniority employees and will be paid upon the production of proof of purchase.

#### **ARTICLE 25 BULLETIN BOARD**

25.01 The Company shall provide a bulletin board for the exclusive use of the Union to be located at a strategic spot. All Union notices must be signed by an official of the Union and submitted to the Human Resources Department of the Company for approval before being posted. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Company without prior written approval of the Company.

#### **ARTICLE 26 GENERAL**

26.01 **DOCTORS NOTES** - The Company's practice is not to arbitrarily ask for a doctor's certificate when an employee is absent from work for less than three (3) days unless the employee's record of employment indicates a pattern of absenteeism.

26.02 **TAXI RIDES HOME** - Where an employee is requested to work beyond the end of his/her scheduled shift without being provided with 24 hours notice, and the shift ends after 12:45 a.m., the employee shall be provided with a taxi ride home at the Company's expense.

#### **26.03 ROOM SERVICE**



\_\_\_\_\_ (1) Where a room service server is directed to deliver a complimentary item to a guest, he or she shall be paid a one dollar and twenty five cents (\$1.25) gratuity per complimentary delivery. The complimentary gratuity referred to in this clause shall be paid to a room service server regardless of whether or not it is rung up by the cashier.

(2) In the room service department, a gratuity in the amount of fifteen percent (15%) shall be added to the guest's check. 80% of this gratuity will go to the server and 20% to the Company.

(3) On any management order delivered by a room service server, the room service server shall be paid a gratuity equal to fifteen percent (15%) of the value of the cheque or menu price of the order.

26.04 **METHOD OF PAYMENT** – Every two weeks by direct deposit. It is the employee's responsibility to ensure that the employer has correct and up to date banking information on file.

26.05 **DUTY MEALS** - All employees will participate in the duty meal plan. Each employee will pay Two Dollars and Fifty cents (\$2.50) for the duty meal supplied by the Company. Should there be any changes to the cost the Company and the Union will meet prior to implementation.

26.06 **BAGGAGE HANDLING** - Whenever possible, Bell persons shall be entitled to receive a gratuity of two dollars and fifty cents (\$2.50) in and two dollars and fifty cents (\$2.50) out for each bag on a tour. Effective January 1, 2009 the gratuity will increase to two dollars and seventy five cents (\$2.75) in and two dollars and seventy five cents (\$2.75) out for each bag on a tour. This provision shall not limit the Company's competitive position if a tour operator is not prepared to pay a gratuity in the amount previously stated. The Union shall be given reasonable access to relevant documents which support the basis of the Company's decision that to be competitive it had to reduce the previously described bag handling gratuity.

26.07 **TRAINING ALLOWANCE** - In all Departments, any employee who is requested by the Company to train another employee shall be paid a training allowance of \$1.00 per hour while the employee is so engaged.

26.08 **HOUSEKEEPING** - The number of rooms each room attendant is expected to complete on a normal shift of eight (8) hours is sixteen (16). On the eight (8) and ninth (9th) floor the requirement is (16) rooms. Any suite (including Room 724) is considered to be two (2) rooms. The company will pay \$5.50 for each room cleaned over and above 16 rooms within the normal 8 hour shift.

26.09 **MICROS KEYS - NAME TAGS** - The replacement cost of lost or damaged items shall be the cost to the employee. Replacements due to reasonable wear and tear shall be at the Company's expense.

26.10 **DOOR GRAT** - The employees in Chagall's will collectively pay to the manager out of their gratuities an amount equal to one percent of the server's total sales exclusive of taxes while they were on duty. It is understood that this payment is made in recognition of the fact that the manager renders a service to the patrons of the outlet which assists the employees in making gratuities.

## **ARTICLE 27 FOOD AND BEVERAGE OUTLETS**

\_\_\_\_\_ (1) When a wait help employee serves a breakfast or a drink to a patron who uses a complimentary drink ticket supplied by the Hotel, the wait help employee shall be paid a gratuity equal to ten percent (10%) of the menu or bar price of the order.

(2) Banquet employees and wait help employees who do not receive at least fifty dollars (\$50.00) by way of gratuity on a New Year's Eve function from ticket sales shall be compensated for the difference between fifty dollar (\$50.00) and what he or she did receive by way of gratuity by the Company upon the employee concerned supplying the Company satisfactory information to support his or her claim.

(3) The cost of all uniforms shall be borne by the Company. "Uniforms" shall mean all articles of clothing which make an employee distinguishable as a Sheraton employee.

(4) **WALKOUT POLICY**

\_\_\_\_\_The following is the Company's walkout policy:

When a patron who is not a guest of the hotel and who is not dining at the hotel at the time of the order, orders beverages, the server must either obtain an impression of the patron's credit card and have it signed by the patron before a permitting the patron to run a tab or require the patron to pay his or her check at the time of service. When the patron is a guest of the hotel, the server may also let the patron run a tab if the patron produces to the server the patron's Signing Privilege Identification Card at the commencement of service.

When the patron is dining, the patron must pay his or her check with cash, a valid credit card or by signing his check to his or her room provided he or she produces to the server on or before so signing his or her Signing Privilege Identification Card.

When a patron does not want to comply with this procedure, the server should immediately get the maitre d', room manager or other managerial personnel involved rather than become involved in an argument with the patron. Depending upon the point in time in the service at which the patron refuses to comply with the procedure, further service should cease until management has dealt with the patron.

**ARTICLE 28 BANQUETS**

\_\_\_\_\_ (1) There will be three groups of employees in the banquet department: full time, part time and casual. Full Time and Part Time employees are defined in 1.04. A casual employee is deemed to be hired for each function for which he or she is scheduled to work and terminated at the end of it. A casual employee can refuse to come into work when called to do so.

Employees shall be placed on the casual call-in list on the basis of their date of hire. The call-ins will be made on the basis of the employee's standing on that list.

If a casual refuses to come in on three calls in a row or does not come into work as scheduled after he or she has agreed to do so he or she shall lose his or her seniority on the casual call-in list and his or her name shall be placed on the bottom of that list.

A casual employee shall pay union dues, be paid the applicable hourly wage rate and his or her share of the gratuity pool, be entitled to grieve any disputed matters related to those issues, discipline or discharge. Otherwise the other provisions of the collective agreement shall not be applicable to him or her.

(2) **HOURS OF WORK AND OVERTIME** - The hours of work and overtime provisions for banquet employees shall be determined in accordance with the terms and conditions of the Employment Standards Act and not Article 11.

(3) **GUARANTEE** - Banquet employees called in or scheduled to work shall be guaranteed four (4) hours work or pay in lieu thereof if they report for work and there is not any work for them. The provision does not apply in circumstances beyond the reasonable control of the Company.

(4) **CLASSIFICATIONS** - When a person who is presently classified as a porter serves a function he or she shall be paid the server rate and shall participate in the gratuity pool only for the hours actually worked as a server. This person shall receive only the porter rate for the hours worked as a porter and shall not participate in the gratuity pool while working and being paid as a porter except as provided in ss (12).

When a person who is presently classified as a server does portering work he or she shall be paid the porter rate and shall not participate in the gratuity pool while working and being paid as a porter unless the server who is assigned has more seniority than another server who could not be assigned the porter work because the other server was not capable of doing the portering work. If not enough servers volunteer to do portering, portering work shall be assigned to servers on an inverse seniority basis. New hires shall be expected to do both portering and serving.

(5) **POOL GRATUITIES** - The gratuities paid into the employee gratuity pool during the pay period under consideration shall be paid out to each employee who worked the functions during the pay period on a pro rata basis.

New Banquet employees will not participate in the gratuity pool until completion of five (5) shifts. (6) **CORKAGE** - Patrons shall be required to pay corkage and a gratuity of fifteen percent (15%). the Union is prepared to allow a special rate for corkage only of ten percent (10%) for up to five (5) charitable/promotional functions per year. The Company shall notify the Union, in advance, which functions qualify as charitable/promotional.

(7) **CASH BAR TICKET SALES** - A gratuity of fifteen percent (15%) shall be built into all banquet bar ticket prices.

(8) **GRATUITY SPLIT** - The percentage of and the distribution of the gratuities paid by banquet customers for food and beverage items shall be as follows:

- Seventy five percent (75%) to employees pool.

(9) **INFORMATION** - The Company shall supply to the Union, the information relevant to the calculation of the gratuities in the employee gratuity pool.

(10) Whenever possible, work on Christmas Day or New Year's Day shall be assigned so as to give the more senior employees in the banquet department at least one of the two days off.

Full Time porters will be paid a gratuity equal to 20% of this gratuity paid to full time waiter help. The money for the payment of this gratuity will be made out of the funds available to pay gratuities to part time and casual banquet waiter help and shall not affect the amount of gratuity paid to the full time wait help.

## **ARTICLE 29 BENEFITS**

29.01 Except for the Dental Care Benefit, a full time seniority employee shall become entitled to the group insurance program described in this Article in the month following the month in which he or she completes his or her probationary period. The Dental Care Benefit will be accessible after the employee has completed one year of continuous service.

29.02 Entitlement to any of the benefits summarized in this Article is based on the terms and conditions of the underlying contracts or policies of insurance between the Company and its insurer. Where there is a conflict between the benefits described in this article and the terms and conditions of the insurance contract or policy, the terms and conditions of the contract or policy shall govern.

29.03 The Company shall continue to make the monthly premium payments to provide a full time seniority employee with the benefits of the group insurance program in each of the following periods:

(a) while he or she is absent from work because of an occupational injury and is receiving benefits under the Workers' Compensation Act, to the extent and in accordance with the Company's obligations to do so as prescribed by the Act.

(b) while he or she is absent from work on account of a non-occupational injury or illness, for the two months following the month in which the absence occurred.

(c) while he or she is on layoff because of lack of work, for the month following the month of layoff.

29.05 **Weekly Indemnity:** When a full time seniority employee has been absent from work for seven (7) calendar days or more and he or she is under a doctor's care, the Company will pay to the employee sixty percent (60%) of his or her lost daily wages (at the regular standard hourly wage rate) up to a maximum of fifteen (15) lost days. The Company shall only be obligated to make one such payment for each full time seniority employee in each calendar year.

### **SUMMARY OF BENEFITS**

#### **LIFE**

Eligible Employees:	Hourly Employees
Amount of Insurance:	\$30,000.00
No Evidence Limit:	\$30,000.00
Reduction:	by 50% on the date you attain age 65
Termination:	on the date you retire or on the date you attain age 65, whichever is earlier

#### **ACCIDENTAL DEATH AND DISMEMBERMENT**

The amount of your Accidental Death and Dismemberment insurance is equal to and reduces the same as your Life Insurance amount.

Termination: on the date you retire or on the date you attain age 65, whichever is earlier.

#### **EXTENDED HEALTH CARE**

Deductible Amount: Basic \$25.00  
Family \$50.00

Not applicable to Hospital or Vision Care.

Insurance Percentage: 100%  
(100% for Hospital and Vision Care)

Benefits: Hospital - Ward  
Professional and Medical Care  
Vision Care  
Drugs - Prescription

Termination: On the date you retire or on the date you attain age 65, whichever is earlier.

#### **DENTAL CARE**

The dental care benefit will not be available to an employee hired on or after January 21, 1999 who does not have one or more years of seniority.

Deductible Amount:           Basic \$25.00  
  Family \$50.00

Insurance Percentage: 100%  
Additional Basic           100%  
Major                       50%  
Orthodontic               50%

Annual Maximum for each insured person

Basic, Additional Basic  
and Major                   \$1,500.00

Lifetime Maximum for each insured person

Orthodontic               \$1,500.00

Fee Guide:                   The ODA Fee Guide for the prior calendar year

Termination:               on the date you retire or on the date you attain age 65, whichever is earlier.

### **ARTICLE 30 GROUP RRSP**

30.01 The Company shall pay thirty-five (35) cents per hour for each hour worked by each full time seniority employee to an R.R.S.P established by the employee. The maximum monthly payment shall not exceed an amount based on one hundred and sixty (160) hours of work per month. The parties agree to create a joint committee comprised of 3 union representatives and 3 employer representatives to assume responsibility for monitoring the plan, coordinating, communicating with plan members, and other matters pertaining to the administration of the plan. The committee must meet twice annually and maintain minutes of its meetings.

### **ARTICLE 31 HUMANITY FUND**

31.01 Effective January 1, 1994 the Company agrees to deduct on a weekly basis the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for hours worked and, prior to the 15th day of the month following, to pay the amount so deducted to the "HUMANITY FUND" and to forward such payment to the United Steel, Paper and Forestry, Rubber, Manufacturing Energy, Allied Industrial and Service Workers International Union, National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7, and to advise in writing both the "HUMANITY FUND" at the aforementioned address and the local union that such payment has been made, the amount of such payment and the names, and the amounts paid by each employee in the bargaining unit on whose behalf such payment has been made.

### **ARTICLE 32 SUPPLEMENTARY AGREEMENT AND UNDERSTANDINGS**

32.01 In the course of negotiations, the Company and the Union reached the following understanding with respect to the administration of the Collective Agreement:

- (1) **SENIORITY AND HOURS OF WORK**

Employees shall be assigned work on the following basis for the practical application of 11.02 - 12.06 and 12.07. The parties agree that employees, in declining order of seniority (from most senior to most junior), the most senior full time employee who has the skill and ability to perform the work available, shall receive the maximum number of scheduled regular hours available by the day and by the week to a maximum of eight (8) hours in the day and forty (40) hours in the week.

(2) **MAINTENANCE PAID LUNCH**

The employees in the maintenance department shall be entitled to a 1/2 Hour paid lunch break at approximately midpoint of their shift

**ARTICLE 33 COLLECTIVE AGREEMENTS**

33.01 The Company shall be responsible for the printing cost of the Collective Agreement which shall be made up in booklet form with a copy to be given to each bargaining unit employee and 12 copies to the International Representative.

**ARTICLE 34 WAGES AND WAGE SCHEDULES**

34.01 The wages and wage schedules are attached hereto as Schedule "A".

**ARTICLE 35 DURATION**

35.01 This Agreement shall become effective on the 1st day of January 2008 and shall continue in full force and effect up to and including the 31<sup>st</sup> day of December, 2010.

35.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operation.

35.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiation shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

35.04 If pursuant to such negotiation, or if no notice is given, and an agreement on the renewal or amendment of the Agreement is not reached prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

Dated this March 31, 2008 in the City of Hamilton

For the Company

For the Union

---

---

---

---

---

---

---

---

**Letter of Understanding**

It is agreed and understood that the interpretation of Article 26.10 is that payment of one percent (1%) of server sales is made in recognition of “services rendered” that assist servers in making gratuities.

If the Manager has been assisted by the Cashier in clearing, running food/drinks and other such duties deemed “services rendered”, the gratuity must be shared in an equitable and reasonable way.