

COLLECTIVE AGREEMENT

BETWEEN:

METROPOLITAN TORONTO CONVENTION CENTRE CORPORATION

(hereinafter referred to as "the Employer")

OF THE FIRST PART

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
506**

(hereinafter referred to as "the Union")

OF THE SECOND PART

ARTICLE 1.00: PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees covered by this Agreement and to provide an amicable method of solving any differences or grievances that may arise. Further, this Agreement will set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered hereunder. Lastly, it is the expressed desire of both parties to promote and encourage efficiency and service excellence in the operations of the business.

ARTICLE 2.00: SCOPE

2.01 The Employer recognizes the Labourer's International Union of North America, Local 506 as the exclusive bargaining agent for all employees of the Employer employed at the existing facilities in the City of Toronto save and except assistant supervisors, persons above the rank of assistant supervisors, all clerical, office, sales and security staff.

2.02 For the purpose of clearly defining employment status:

- (a) "Full Time" shall be defined as any bargaining unit member described in Article 2.01 who is regularly scheduled to work more than twenty-four (24) hours per week.
- (b) "Part-time" shall be defined as a bargaining unit member described in Article 2.01 who is regularly scheduled to work twenty-four (24) hours per week or less, based on the average hours calculated per Article 2.03.
- (c) "Casual" shall be defined as an employee who works as needed on a call-in basis and is employed under an agreement whereby he or she may elect to work or not for a temporary period when requested to do so. Casuals hold no seniority.

2.03 For the purpose of determining whether or not an employee is regularly scheduled to work more than twenty-four (24) hours per week under Article 2.02, the determination shall be made on each January 1 and July 1 (hours in the previous six month period).

- (a) The terms and conditions set forth in this agreement shall have full force and effect for all full time members of the bargaining unit. Part-time employees as per 2.02 (b) shall be covered by the terms and conditions of this agreement, except where expressly indicated that they are not. The following applies to casual employees and except where expressly indicated otherwise, all other terms and conditions of this Agreement will apply:

- 1) Casual employees who have not worked four (4) times in a six (6) month period will be placed at the bottom of the call-in list.
- 2) Casual employees who have not worked for a period of one (1) calendar year will have their name removed from the call-in list
- 3) Casual employees not calling to cancel an accepted shift, at least 24 hours in advance, will have their name removed from the call-in list, except in the case of extenuating circumstances as judged by the Employer.
- 4) Casual employees who have worked for Metro Toronto Convention Centre as a casual employee who no longer are on the call-in list, may

apply to the Employer for re-employment with the understanding that if they are re-hired, their name will be placed at the bottom of the call-in list.

- 5) Casual call-in lists will be supplied to the Union and posted and/or easily accessible for all employees. The Employer will follow the order of the list to elicit the necessary complement of employees. The call-in list will be re-established every six (6) months and new casuals will be added to the list throughout the year based on their first function date.
- 6) Due to the nature of the business and in particular Banquets, last minute call-ins may occur in which case, Management will use the call-in list in order **and** bring in the first contacted and available employees.
- 7) A casual employee who restricts their availability (in writing) will be called in accordingly.

ARTICLE 3.00: MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the business and the direction of the working forces are the exclusive right of the. Employer and remain solely with the management except as specifically limited by the provisions of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
 - (a) Maintain order, discipline and efficiency;
 - (b) Hire, retire, discharge, classify, direct, transfer, promote, demote, lay-off and suspend or otherwise discipline employees, subject to an employee's right to lodge a grievance as herein provided. Disciplinary measures shall be appropriate to their cause and to principles of progressive discipline except in cases of gross misconduct.
 - (c) Generally, to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine methods and techniques of work, the content of jobs, schedules of work, kinds and locations of machines and tools to be used, to determine the number of personnel to be required from time to time, and also to determine the extension, limitation, curtailment, or cessation of operations and all other matters concerning the Employer's

operations not otherwise specifically dealt with elsewhere in this agreement.

- (d) The Employer has the right to make, alter and implement reasonable rules and regulations to be observed by employees, relating to the conduct of employees which are not inconsistent with the provisions of this agreement. Such rules and regulations will be brought to the attention of the employees.

ARTICLE 4.00: RELATIONSHIP

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, restraint or coercion 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 or in the premises except as otherwise agreed to herein or by the Employer.
- 4.03 Properly authorized external officials of the union will on entry into the facility wear identification as supplied by the Company.

ARTICLE 5.00: UNION DUES

- 5.01 All employees under this Agreement as a condition of continued employment, shall become and remain members of the Union during the life of this Agreement.
- 5.02 The Employer shall deduct from the wages of such employee covered by this Agreement regular union dues and initiation fees in such amounts as the Union may from time to time advise the Employer in writing. The amount of the dues and initiation fees so deducted shall be remitted to an Official of the Union designated in writing within fifteen (15) days after the end of the month in which they were so deducted. At the time of sending such remittance, the Employer will send to the Union a list of employees from whom such wages and initiation fees have been deducted.
- 5.03 When a probationary employee completes the probationary period, he or she shall pay to the Union an amount equivalent to the Union's initiation fee. This sum shall be deducted by the Employer from the employee's earnings and remitted to the Union when the monthly

dues are remitted to the Union under Article 5.02. The Union will give the Employer written notice of the amount to be deducted as herein provided and, unless the Employer is so notified, the Employer is under no obligation to deduct such amount.

- 5.04 The Union agrees to save and hold the Company harmless against all claims or any other liability that may arise of, or by reason of, deductions made or payments made in accordance with this Article.
- 5.05 The Employer shall show the yearly union dues deductions on the employee's T-4 slip.

ARTICLE 6.00: REPRESENTATION

- 6.01 The Employer agrees that the Union may elect or appoint Stewards who have at least one (1) year of service seniority and who are full time, to represent and assist employees in the settlement of grievances as per Article 8.00 of this Agreement. The following is the Steward complement:

Banquets	3 (2 Banquet, 1 Beverage)
Event Services	1
Docks	1
Housekeeping	2 (one for night shift)
Kitchen	1
Maintenance	1
Parking	1
Stewarding	1
Cash Office, Concessions, Staff Cafeteria	1 (inclusive)

The Union may select one steward to act as Chief Steward.

- 6.02 The Union may appoint a bargaining committee to be composed of six (6) persons appointed under Article 6.01 and two (2) representatives from the Union. The Company recognizes that for the purpose of preparing for negotiations, each steward as appointed under Article 6.01 will receive a total of 16 hours of his/her regular straight time hourly wage rate for time lost from work on a scheduled day (including gratuities). For the purpose of negotiations, each steward who attends the negotiation session will receive his/her regular straight time hourly wage (including gratuities) for time lost from work on their scheduled day of work.

- 6.03 The Union will inform the Employer in writing of the identity of the Chief Steward, Stewards, and Negotiating Committee Members and any changes in appointments of the names of the Stewards and the Chief Steward. The Employer will not recognize any individuals not so identified by the Union.
- 6.04 No employee, acting on behalf of the Union as a Steward, Chief Steward or as part of the Negotiating Committee, may leave their normal job duties without the express permission of their Supervisor. Permission shall not be unreasonably denied. The Union agrees that time required to attend to Union business will be kept reasonable. Returning to their normal duties, an explanation maybe required as to the cause of what might be reasonably considered an extended duration of absence. It is understood that the Employer shall compensate any employee, acting on behalf of the Union as a Steward or Chief Steward at their hourly rate (including gratuities) for time spent attending to a complaint or grievance with the Employer.
- 6.05 For the purposes of this agreement, the stewards, together with the Officers of the Local Union and the Negotiating Committee, shall be deemed to be officials of the Union. The parties hereto agree that these officials occupy positions of leadership and responsibility to see that this agreement is faithfully carried out.
- 6.06 The Employer agrees to acquaint new full time and part time employees with the fact that a collective agreement is in effect and with the conditions of employment set out in Article 5 dealing with Union Security and Dues Checkoff. A new full time or part time employee shall be advised of the name and location of his or her steward. Whenever the Steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce his or her Steward who will provide the employee with a copy of the collective agreement. The Employer agrees that a Union Steward will be given an opportunity to interview each new full time and part time employee within regular working hours, without loss of pay, for 15 minutes some time during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership as well as the employee's responsibilities and obligations to the Employer and the Union.

- 6.07 The Employer will provide the Union with an office in the Facility at no cost, containing a filing cabinet, a desk and telephone. The furnishings provided herein will remain the property of the Metro Toronto Convention Centre. The Union agrees to not post any material external of the Office except with the expressed permission of the Employer.
- 6.08 In the case of a layoff the shop steward will be one of the last two (2) employees retained.
- 6.09 Two Stewards and the Chief Steward will be reimbursed (including gratuities) for up to eight (8) hours pay to attend an Educational Seminar each year. The Union will be required to give the Employer three weeks written notice of the date of the seminar and the names of the Stewards to attend.

ARTICLE 7.00: STRIKES AND LOCKOUTS

- 7.01 The Employer agrees that there will be no lockout of the employees during the term of this agreement. The Union agrees that there will be no strike, slowdown, sit down or other action which will interfere with the operations of the Employer in any manner including, but not limited to, the refusal to cross picket lines of other Unions of/at the Employer.

It is the right of the employee not to cross a picket line should they determine at the scene that they would be in physical danger.

ARTICLE 8.00: GRIEVANCE PROCEDURE

- 8.01 The purpose of these procedures is to allow for a process to resolve issues in the workplace arising between the employees, the Union and the Employer in a prompt manner.
- 8.02 The Employer shall be under no obligation to consider or process any grievance or complaint unless such grievance has been presented to the Employer at Step No. 1 of the grievance procedure within seven (7) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor.

8.03 All time limits referred to in Article 8.00 shall be deemed to mean "working days". "Working days" as used herein shall be deemed to exclude Saturdays, Sundays and paid holidays, Unless by mutual agreement, the timeframes provided for in the "Steps" section of the Complaint and Grievance procedure must be respected.

8.04 STEP No.1 - COMPLAINT

An employee will be considered not to have a complaint unless they first meet with their immediate supervisor to try and resolve the issue. The immediate supervisor will meet with the employee within three (3) days of being notified of the complaint, A Steward may be present at this meeting if requested. The immediate supervisor shall give their decision within five (5) days following the meeting.

STEP NO. 2 - GRIEVANCE

Should the employee not be satisfied with their supervisors decision, the employee will submit a grievance in writing on the Union's normal form to the Department Head within five (5) days from the supervisors decision at Step No 1. The Company shall be under no obligation to consider or process any grievance unless such grievance is presented in writing and signed by the grievor and their Union Steward. The Department Head will give their decision in writing to the grievance within five (5) days.

STEP NO.3

Should the decision of the Department Head not be satisfactory to the grievor, a meeting will be held with the VP Administration and Human Resources or a designate within ten (10) days of the Department Head's written reply. The Business Representative, Chief Steward and Grievor will be required to attend this meeting to determine if a settlement can be achieved prior to arbitration. A decision will be rendered in writing to the grievor within ten (10) days of the meeting.

STEP NO. 4

In the event the grievance is not settled at Step No. 3, the party having carriage of the grievance may request arbitration of the

grievance pursuant to Section 19 of the Crown Employees Collective Bargaining Act.

8.05, UNION POLICY GRIEVANCE OR EMPLOYER GRIEVANCE

- (a) A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within ten (10) days of the presentation of the written grievance and shall take place within the framework of Step No. 3 of Article 8.04 hereof. The Employer or the Union, as the case may be, shall give its written decision within ten (10) days after such meeting has been held.
- (b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration pursuant to Section 19 of the Crown Employee Collective Bargaining Act.

ARTICLE 9.00: DISCHARGE CASES

- 9.01 In the case of discharge of a full time or part time employee, the employer will advise the employee of their right to have representation of and or confer with a Steward before leaving the premises provided one is available. Should a grievance relative to such a discharge be lodged in writing using the Union's normal form within five (5) days of the termination date, the grievance will be considered and commence at Step No. 3 of the grievance procedure.

ARTICLE 10.00: EMPLOYEE DISCIPLINE

- 10.01 Certain policies of the Employer, as so indicated, are subject to progressive discipline. All such policies and procedures shall be provided for and made easily accessible to all employees. The Employer shall inform the employee of all new policies before they are to be enforced.

Disciplinary measures shall be appropriate to their cause and to the principles of progressive discipline except in cases of misconduct. Written warnings shall not be considered in the chain of progressive discipline after nine (9) months, being warning free. A warning with a suspension shall not be considered after sixteen (16) months. When a disciplinary meeting occurs, an employee has the right to

request the presence of a steward and it is understood that the meeting will not proceed until a steward is present.

ARTICLE 11.00: SENIORITY

- 11.01 (a) All new full-time and part-time employees will be required to pass a probationary period of sixty (60) working days in duration, after which they will begin to accumulate seniority within their department beginning from their first shift of full- time or part-time employment.
- (b) Current full-time or part-time employees who have changed work status within their own department will not be required to pass a probationary period unless they have not yet worked for the Employer for sixty (60) working days.
- (c) A casual employee who has worked a minimum of 600 hours for the Employer and has been hired to a part-time or full-time work status within the same department that they had been employed for as a casual, will not be required to pass a probationary period.
- (d) The Employer may terminate or discharge any probationary employee within the first sixty (60) days of their probation.
- 11.02 a) Seniority will be determined by the start date in a department for full time and separately, part- time employees, Seniority shall only be department wide. According, an employee with seniority in one department shall not have seniority in any other department
- b) Provisions of Article 11 are not applicable to casual employees except where specifically indicated.
- 11.03 1) In the case of promotion within a bargaining unit job, the following factors will be considered;
- (a) Qualifications demonstrated skill and competence, efficiency and reliability.
- (b) Job classification seniority.
- (c) Departmental seniority.

In the circumstances noted herein, qualification will be the primary consideration followed by seniority in the job classification followed by departmental seniority

2) In the case of lay off or recall in a department, the following factors will be considered:

- (a) Departmental seniority.
- (b) Job Classification seniority
- (c) Qualifications demonstrated skill and competence, efficiency and reliability.

In the circumstances noted herein, factor (a) will be the primary consideration followed by factor (b) and then factor (c).

11.04 In the event that all three (3) criteria's are relatively equal, factor (a) will be the primary consideration followed by factor (b) and then by factor (c)

11.05 An employee shall lose their seniority and service with the company and thereby terminated under the following circumstances;

- (a) Lay-off in their department and job status of over twelve (12) months;
- (b) An employee on layoff fails to indicate their willingness to return to work within forty-eight (48) hours after receiving a Notice of Recall as per Article 11.07 or within one hundred and twenty (120) hours after the Notice of Recall is sent, fails to return to work without a reasonable cause to delay such return.
- (c) Fails to return to work after the expiration of an approved Leave of Absence, unless the Employer approves such extensions.
- (d) Absence from work for three (3) consecutive days of work without satisfactory reason. This provision shall not be interpreted as permitting unauthorized absences of any duration.
- (e) An offense causing the discharge, unless reinstated by grievance procedure.

11.06 It shall be the duty of the employee or laid-off person to notify the Employer's Employee Relations Office promptly, in writing, of any

change in his or her address or telephone number. Any notice mailed to the employee or laid-off person be prepaid Registered Mail, addressed to the address of that person as it appears on the Employer'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 so sent unless the notice is returned to the Employer by the Post Office, in which event, it shall be conclusively deemed to have been received by the employee on the date the Post Office stamps it for return to the Employer.

11.07 (a) Within thirty days after the ratification of this agreement the Employer shall post a departmental seniority list for full-time and part-time employees. The Employer will provide and post a casual call in list. It is understood that both lists shall remain posted until it is replaced with the revised list.

(b) Thereafter, the Employer shall post a revised departmental seniority list every six (6) months, and provide the Union with revised departmental seniority lists and lists of casuals, based on date of first function.

(c) An employee shall be entitled to dispute the accuracy of his or her seniority, as shown on any departmental seniority list posted pursuant to this Article, by filing a written notice with Employee Relations and setting out therein the grounds of his or her objection within thirty (30) calendar days of the posting.

If the dispute is not resolved to that employee's satisfaction, he or she may file a grievance pursuant to Article 8.

(d) If an employee does not file a dispute as herein provided or, upon filing a dispute, does not process the dispute as provided in this agreement, he or she shall be deemed to have accepted as final and binding his or her seniority as shown on the departmental seniority list which has been posted.

(e) An employee shall not be entitled to dispute his or her seniority as shown on any departmental seniority list where the dispute relates to the accuracy of his or her seniority as shown on any prior departmental seniority list unless such employee has disputed the accuracy of the prior departmental seniority list as herein provided or, having disputed the accuracy thereof, is processing a dispute as provided for in this agreement.

(f) Article 11.07 (d) and (e) shall only apply once the initial list provided has been agreed to by the Union and the Employer

- 11.08 (a) A full -time or part-time employee transferred to a new job classification defined in Schedule "B" will be required to fulfill the requirements of the position during a sixty (60) working day trial period. During this period the employee or the Employer may decide that the transfer was not successful and as such, the employee may transfer back to their previous position without loss of seniority.
- (b) Employees who are full time and revert to part-time will be placed at the top of the part-time seniority list.

ARTICLE 12: DEPARTMENT CLOSURE OR JOB CLASSIFICATION ELIMINATION

- 12.01 In the event of a proposed department shut down or a job classification elimination, the Employer shall notify the Union immediately of their intentions and within ninety (90) days a Joint Committee with representation of Union and Management will be established to discuss and resolve all issues relating to the effects on bargaining unit employees and any other issues that may be brought forward at the time as follows and other issues that may be brought forward at the time:
- (a) An employee who is displaced as a result of change referred to above, will first be offered available alternative employment within the bargaining unit if a position is available and the employee has the skill, ability, competence, efficiency and reliability to do the work. Where any of the aforementioned are equal between affected employees, then department seniority shall be the governing factor. The employee shall retain his/her department seniority while being required to accumulate classification seniority in his/her new position.
- (b) Should no suitable position be available then the affected employees shall have the following options:
1. Remain on the seniority list for a period of fifty two (52) weeks and be subject to recall for any employment for which he/she is qualified. Employees who are not recalled shall receive severance; or
 2. Elect to receive severance and be removed for 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.

ARTICLE 13.00: LEAVE OF ABSENCE

13.01 The Employer may, at its discretion, grant an unpaid leave of absence to a fulltime or part-time employee for personal reasons, up to six (6) months without loss of seniority. Personal leave must be for good and sufficient cause and be in writing as far in advance as circumstances permit, The Employer will respond to the request within seven working days, whenever possible. Personal leave used for reasons other than what was intended, would be grounds for termination for cause.

Employees not returning from a personal leave as scheduled will be terminated for cause unless due to extenuating circumstances beyond their control.

13.02 Any full time or part-time employee elected to a full time executive position with the Union will be granted a personal leave of absence for up to one (1) year without loss of seniority. This personal leave would be without pay and benefits.

ARTICLE 14.00: SAFETY AND HEALTH

14.01 The Employer has the primary responsibility that safe conditions prevail within the workplace, so as to protect the health and safety of employees. The Employer and the Union shall co-operate and establish guidelines to the structure and function of the Join Health & Safety Committee to promote health and safety though the health and safety legislation as may be enacted and amended thereto.

14.02 It shall be a condition of hire and continued employment that each full time and part time employee employed in the Event Services, Maintenance, Cleaning Services, Stewarding, Concessions, Docks, Kitchen, Staff Cafeteria and any other departments as determined by Health & Safety Commitee, wear safety shoes of the style, colour and quality approved by the Employer. Each of the aforementioned employees will be permitted to purchase one pair of safety shoes per year up to a value of \$80.00 per year:

Prior to obtaining such shoes, the eligible employee must obtain a purchase authorization form from the Employer.

It is further agreed that once the employee receives the purchase authorization form from the Employer, the employee may go and purchase safety shoes from a store of their choice and submit the receipt to management for reimbursement.

Where an eligible employee who has been supplied with safety shoes as herein provided leaves the employment of the Employer prior to completing six months of employment, he or she shall reimburse the Employer out of any monies owing to him or her the cost of such shoes. To that end, a new hire will be required to sign an authorization for this deduction

14.03 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 Employer shall provide and arrange for suitable transportation for the employee to the doctor or hospital and back to the Employer and/or to his or her home as necessary at no cost to the employee.

14.04 The employer will offer a reasonable number of employees the opportunity to participate in a first aid course.

ARTICLE 15.00: JOB OPPORTUNITIES

15.01 All new jobs in the bargaining unit or full-time and part-time vacancies in existing jobs in the bargaining unit, will be posted for five (5) working days. When an employee successfully makes such an application, he or she cannot apply for any other posting of a new job or permanent vacancy for a period of one (1) year thereafter.

15.02 Bargaining Unit employees are welcome to apply for any non-bargaining unit position as posted from time to time and selection is at the sole discretion of the Company. Such selection process is not a matter for grievance or arbitration.

ARTICLE 16.00: JURY DUTY AND CROWN WITNESS

16.01 Should a full time employee be called for jury duty or be subpoenaed as a Crown Witness, they shall be paid at their regular hourly rate (including gratuities which otherwise would have been earned) for all regular hours that they would have been scheduled for and lost as a consequence. The employee is required to submit to the Employer any witness fees exclusive of any allowance, which they would receive.

In the case of part-time employees, the company will provide to those part-time employees called for jury duty or subpoenaed as a Crown Witness the hours lost as consequence of such attendance but no more than their weekly average over the previous 16 weeks.

ARTICLE 17.00: CANADIAN CITIZENSHIP

17.01 The Employer agrees to allow all seniority employees' time off work to attend Citizenship Court to be sworn in as a Canadian Citizen. Time lost as a consequence shall be reimbursed at the employees regular hourly rate (including gratuities which otherwise would have been earned) up to eight (8) hours upon verification of their attendance.

ARTICLE 18: RESERVE MILITARY SERVICE

18.01 Those employees who are members of a military reserve shall be granted time off without pay to fulfill their obligations as a member of the reserve.

ARTICLE 19: BULLETIN BOARDS

19.01 The Employer will provide bulletin boards to be located in the Staff Cafeteria for the purposes of posting notices from the Union to the employees. All Union notices must be signed by Officials of the Union and submitted to the Employee Relations department before being posted,

ARTICLE 20.00: DIRECT DEPOSIT

20.01 All employees currently on direct deposit shall remain as such

20.02 Any new hires shall have their pay deposited through direct deposit.

20.03 (a) Wages paid or direct deposits shall continue as per the current pay schedule.

b) Any employee who fails to receive his/her pay on the pay day or should there be a shortage the employee shall notify his/her supervisor and the Employer shall resolve the problem within three (3) business days .

ARTICLE 21: CASH HANDLING

21.01 a) Each employee handling cash will receive an initial float. Employees must check to make sure the total amount of cash corresponds to the amount described on the float sheet.

b) Any shortage or overage of you're their float must be reported immediately.

c) Under no circumstances may an employee use their float (in whole or in part) for anything other than what it was intended for. An employee using their cash float for other purposes is subject to disciplinary action including dismissal.

21:02 a) It is understood by both parties that an employee handling cash will not be responsible for shortage if more than one person has access to the cash.

b) If an employee must leave their station, his or her cash float must be locked away.

c) Any person relieving an employee shall be supplied with his or her own cash float.

21:03 a) It is further understood that no employees shall have money deducted from their pay cheques without first being advised of the deduction and provided with an opportunity to speak to Management or file a grievance.

a) In any case, the employees must follow the cash policy of the Employer.

ARTICLE 22: UNIFORMS

a) 22:01 (a) The Employer will provide to each full-time employee 3-4 uniforms per year, in the quality deemed appropriate for the position. Part-time employees shall be supplied a minimum of two (2) uniforms per year.

b) Casual employees may also be supplied uniforms/or other apparel deemed appropriate for the position, however due to the nature of their employment, they will be charged a refundable security deposit.

c) Upon termination of employment, employees will return all company property **and** in particular uniforms/apparel. Should company property not be returned, the value of it will be deducted from the employees last pay cheque taking into account any security deposit made.

22:02 (a) Full and part-time employees shall not be required to share uniforms, nor shall an employee be required to use a uniform that has not been laundered.

b) The Employer shall provide protective outerwear to those employees who through their normal job duties are exposed to cold, rain or inclement weather. The Company will endeavor to have spare outerwear for employees who may require them from time to time.

c) The Employer shall provide approved fitted fall arrest protective equipment.

22:03 Employees will be required to wear their employee I.D. card while on the premises, Casual employees will be required to provide a refundable security deposit for their I.D. card

22:04 (a) Where the Employer supplies uniforms/apparel, the employee will be required to wear them as a condition of employment.

(b) The Employer will be responsible for the laundering of company supplied apparel.

(c) Employees will follow the dress code established for their department and in particular, they will be responsible to ensure that they arrive at work in the appropriate attire. Should they not be attired properly, employees may be sent home and/or lose their shift for the day.

22:05 Employees who are not required by their duties and responsibilities to have a pager or cell phone must not carry them while on duty. As well, other devices, **such as** radios, are also not acceptable to be carried while on duty.

ARTICLE 23: LABOUR MANAGEMENT COMMITTEE

23.01 (a) Upon ratification of this agreement, a Labour Management Committee will be formed consisting of three (3) members from the Management and three (3) members from the Union to discuss and resolve issues which maybe of concern to the parties.

- b) Minutes of the meeting will be kept of all meetings and copies are to be sent to the Committee Members and the President of the Metro Toronto Convention Centre.
- c) Meetings will be held on a need basis with the party requesting the meeting providing a detailed statement of the issue to be discussed. At a minimum, the parties will meet four (4) times per year.
- d) The Employer shall compensate each member of the Labour Management Committee at his or her regular straight time hourly wage rate (including gratuities) for time lost from work on their scheduled day of work, while attending to meetings.

ARTICLE 24: JOB DUTIES AND RESPONSIBILITIES

24:01 Concerns regarding job duties and responsibilities shall be brought to the attention of the Labour Management Committee. The Committee shall than meet within thirty (30) days to review these concerns.

ARTICLE 25: SEVERANCE PAY

For seniority employees terminated due to layoff where recall rights have expired or have been waived, the Employer will provide the following severance pay based on completed years of service:

- One (1) year to and including five (5) years - one (1) week per year of service
- Over five (5) years of service - **two (2)** weeks per year of service to a maximum of 52 weeks

Severance pay will be calculated on the regular base earning for the 12 month period previous to the termination date

ARTICLE 26: GENERAL PROVISIONS

26:01 The hours of the cafeteria will be posted including any changes thereto.

26:02 The Employer will provide suitable locker space for all full time employees.

26:03 The Employer shall provide parking for all employees on shift, at a rate of \$3.50 per day for the term of the agreement,

26:04 Bargaining Unit employees using the parking facility may not park overnight except when scheduled with the permission of the Employer,

26:05 Employees are required to scan in and out and follow all other timekeeping requirements.

Employees scanning in prior to their start or finish time will be considered on their own time, unless approved by a Department Head.

(a) Lateness will be considered after (3) minutes from the scheduled start time after which the employee will be docked at (15) fifteen-minute intervals.

26:06 The Metro Toronto Convention Centre agrees to provide taxi ride home for all employees leaving work after 12:45 a.m. to 6:00 a.m. up to a maximum-of \$25.00

26:07 (a) The Employer shall provide a meal to all full-time night shift employees who are eligible for a lunch break, provided that the cafeteria is operational that day

(b) The Employer shall provide a meal to other employees as per past practice.

ARTICLE 27: SCHEDULES

The following schedules annexed hereto shall form part of this agreement:

- Schedule " A" Hours of Work and Overtime.
- Schedule "B" Position Classifications, Wage Rates, **and** Premiums.
- Schedule "C" Vacation Benefits
- Schedule "D" Paid Holidays
- Schedule "E" Benefits
- Schedule "F " Banquet Department
- Schedule "H" Housekeeping Department
- Schedule "I" Parking Department
- Schedule "J" Docks Department
- Schedule "K" Concessions Department
- Schedule "L" Maintenance Department
- Letters of Understanding

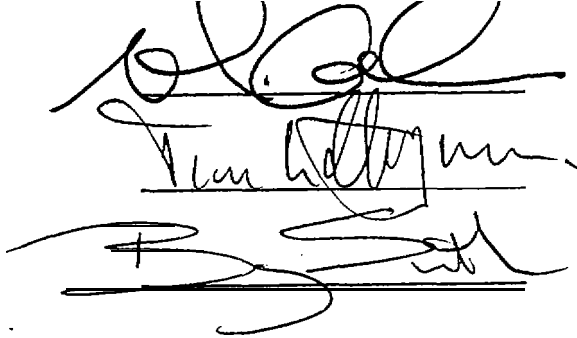
ARTICLE 28: DURATION

28.01 This agreement shall become effective on the 01st day of January 2000 and shall remain in full force and effect and shall not be re-openable, save and except as otherwise herein expressly provided, until the 31st day of December 2002, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing of its desire to negotiate amendments to this agreement,

28.02 Notice that amendments are required shall only be given during the period of not more than three (3) months and not less than one (1) month prior to the 31st day of December 2002, or similar period thereafter. If notice of desire to amend this agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purposes of negotiations.

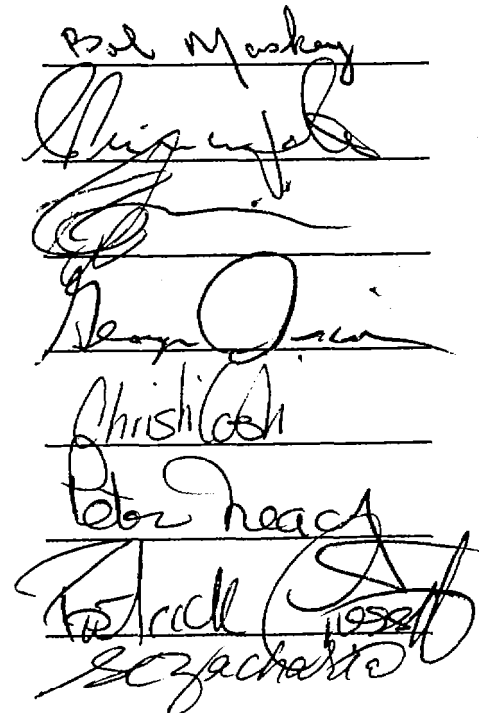
Dated at Toronto on the date first above written:

FOR THE EMPLOYER



Three handwritten signatures for the Employer, each written over a horizontal line. The signatures are in cursive and appear to be: 1. A signature starting with 'A' and ending with 'L'. 2. A signature starting with 'T' and ending with 'M'. 3. A signature starting with 'R' and ending with 'S'.

FOR THE UNION



Seven handwritten signatures for the Union, each written over a horizontal line. The signatures are in cursive and appear to be: 1. A signature starting with 'Paul' and ending with 'M'. 2. A signature starting with 'D' and ending with 'J'. 3. A signature starting with 'C' and ending with 'S'. 4. A signature starting with 'D' and ending with 'O'. 5. A signature starting with 'C' and ending with 'A'. 6. A signature starting with 'P' and ending with 'R'. 7. A signature starting with 'F' and ending with 'S'.

“SCHEDULE A”

HOURS OF WORK

- A.01 Except as otherwise provided in this schedule, the normal work week for seniority employees will be forty (40) hours, exclusive of meal breaks, comprised of eight (8) hours per day, five days per week. It is understood that the normal workweek is not a guarantee of or limitation of hours either weekly, or per day nor is it a guarantee of scheduled hours. The normal workweek as described in this agreement and schedules will be for the sole purpose of determining when overtime is applicable. Casual employees will not be assigned work where seniority employees of the same home department are available. Casual employees will not be assigned work where seniority employees of the same home department are available on the same shift for those hours whether it represents overtime or not.
- A.02 The normal workweek for all Wait staff, Bartenders and Concession Employees (Foodservice Employees) shall be forty-four (44) hours per week, in aggregate over a two-week period (88 hours). The normal work week as described in this agreement and schedules will be for the sole purpose of determining when overtime is applicable and is not a guarantee or limitation of work hours. Casual employees will not be assigned work where seniority employees of the same home department are available. Casual employees will not be assigned work where seniority employees of the same home department are available on the same shift for those hours whether it represents overtime or not.
- A.03 The employer may establish a normal work week that differs from the daily or weekly hours as set out in Schedule A.01 provided that the Union is informed one (1) month in advance of the change and that the majority of the effected employees agree to the new shift schedule. Casual employees will not be assigned work where seniority employees of the same home department are available on the same shift for those hours whether it represents overtime or not.
- A.04 It is recognized that the nature of work performed by the Employer (hospitality sector) will from time to time require employees to perform overtime. An employee, who is unable to perform an overtime assignment, must provide a bona fide reason acceptable to the Employer.
- Overtime will be offered to those with the most seniority on the shift.

A.05 (a) Overtime for seniority employees covered under schedule A.01 for hours worked in excess of 8 hours per day or 40 hours per week will be paid at the rate of 1.5 times the normal rate.

(b) Overtime for casual employees described under schedule A.01 will be paid in excess of 44 hours per week.

(c) In the case of all foodservice employees, as described under Schedule A.02, overtime will be paid on an aggregate of 44 hours per week over a two week period (88 hours).

(d) All overtime is exclusive of all premiums and in no case will there be duplication or pyramiding of overtime or any other premium compensation.

A.06 The Employer will make every effort to post schedules as early as possible, but in any event the Employer shall post schedules on Thursday of each week. Due to the nature of the business, employees are to check the schedule regularly for any changes.

A.07 The Employer will provide a minimum of 12 hours between shift changes unless the employee is amenable to an earlier change. Should a scheduled shift change and there be less than 8 hours between shifts, then the difference between the shift start and 12 hours will be paid at the applicable overtime rate as per A.05 This article does not apply to Wait staff.

(a) Full-time and part-time employees shall be assigned work on the following basis, The parties agree that employees, in declining order of seniority (from most senior to most junior), the most senior full-time employee shall be scheduled prior to scheduling a junior employee in the department or job classification where applicable.

(b) The parties agree that Management will follow the order of the call-in list in the same manner as a seniority list to elicit the necessary complement of casual employees,

(c) The company will try to provide seniority employees preference on the shift/days off they work on the basis it will not interfere with operational requirements.

- (d) At no time may an employee switch shifts with another except with the expressed permission of their Supervisor. Supervisors shall not unreasonably deny such a request.

- A.08 Employees will be granted a thirty (30) minute unpaid meal break in each eight (8) hour shift

- A.09 Employees will be granted a ten- (10) minute rest period without loss of pay during each four-hour shift as near to the half of the shift as is practical

- A.10 Where a seniority employee is requested to work overtime for two (2) or more hours, they will be granted a ten (10) minute rest period without loss of pay as soon as possible to the start of overtime.

- A.11 Where a seniority employee is eligible for a lunch break and is requested by the Employer to work through their lunch break, the employee will be paid the applicable overtime rate for the lunch period.

- A.12 The Employer and the Union recognize the importance of cross training to ensure that full time and part time employees achieve the maximum non overtime workweek.
 - a) Full time and Part time employees may apply for work in other departments and will be placed on a call list, if the employee possess the necessary skill, ability, competence, efficiency, reliability, to perform the duties of the position. It is the responsibility of the employee to inform the non-home department manager of their availability.

 - b) The seniority employee will be scheduled on a first call basis ahead of casual employees provided they do not exceed accumulative of the normal work week as outlined in Article A.01, A.02 or A.03 whichever applies. It is understood that the employees first responsibility is to their home department;

Hours worked by a part time employee in a non-home department do not qualify for hours worked relative to article 2.03 - average hours.

- A.11 Minimum Reporting Allowance (Banquet and Bartender staff excluded)
 - 1) All seniority employees who report for a shift, will be entitled to work their scheduled shift for the day or be paid the equivalent at their normal hourly rate except:

- 2) Where the Company has notified the employee on their last shift or sixteen (16) hours in advance not to report to work.
- 3) Where there is no work due to circumstances beyond the control of the Company.
- 4) Where the employee has not after an approved absence informed the Company on the intended date of return.
- 5) Where the employee has been absent without the employer's consent and returns without informing the Company.
- 6) Where the employee has failed to provide a change of personal information form (in particular telephone number) to the Company.

A.14 Call - Back Allowance (Foodservice staff excluded)

- a) Where a seniority employee has left the facility after the completion of their shift and are called back to work, they shall receive a minimum of four- (4) hour's pay at the applicable hourly rate. This would not apply to an early call-in prior to the commencement of their normal-shift.
- b) Someone who has completed their shift as described in Schedule A.05 shall be paid at the overtime rate, but no less than the equivalent of 4 hours pay at the regular rate

SCHEDULE "B"

1) RATE SCHEDULE:

DEPARTMENT	JOB CLASS	Jan 1,2000	Jan 1,2001	Jan 1,2002
Maintenance	Building Op.	\$23. 85	\$24. 50	\$25. 18
	Handyman	\$18. 39	\$18. 90	\$19. 42
	Painter-Tradesperson	\$23. 85	\$24. 50	\$25. 18
Parking	Attendant	\$13. 32	\$13. 68	\$14. 06
	Night Attendant	\$14. 22	\$14. 61	\$15. 01
Concessions	Attendant	\$12. 46	\$13. 01	\$13. 57
Staff Cafeteria	Attendant	\$12. 85	\$13. 21	\$13. 57
Cash Office	Cashier	\$12. 85	\$13. 21	\$13. 57
Stewarding	Pot Washer	\$13. 85	\$14. 23	\$14. 62
	Steward	\$12. 85	\$13. 21	\$13. 57
Cleaning Services	Show Cleaner	\$13. 32	\$13. 68	\$14. 06
	Facility Cleaner	\$14. 53	\$14. 93	\$15. 34
	Window Cleaner	\$15. 39	\$15. 82	\$16. 25
Docks	Dockhand	\$16. 44	\$16. 89	\$17. 36
Event Services	Houseperson	\$18. 03	\$18. 53	\$19. 04
Beverages	Bartender	\$12. 47	\$12. 82	\$13. 17
	Porter	\$11. 20	\$11. 51	\$11. 82
Banquets	Waitstaff	\$8. 16	\$8. 38	\$8. 61
Kitchen	Apprentice	\$12. 50	\$12. 85	\$13. 20
	Second Cook	\$13. 88	\$14. 26	\$14. 66
	First Cook	\$15. 82	\$16. 26	\$16. 71
	Saucier	\$17. 93	\$18. 42	\$18. 93
	Chef de Partie	\$20. 47	\$21. 03	\$21. 61

B.01 Probation rate shall be \$1.00 per hour less than the rate for the classification.

B.02 An employee who works one (1) hour or more in a higher rated job classification shall be paid the higher rate for all hours so worked.

B.03 It is agreed that pay cheques shall include a breakdown showing accrued vacation pay, any premiums paid, gratuities, and any other premiums or deductions,

2) **Rate Modifications:**

(a) Probation Rate* 1	\$1.00
(b) Night Shift Premium ²	\$1.00
(c) Closing Crew Rate*1	\$3.00
(d) Blackout Drape Rate*1	\$3.00
(e) Machine Operator Rate*1	\$1.00
(f) Lead Hand Premium ²	\$1.25
(g) Carving Rate*1	\$3.00
(h) Height Premium 2	\$2.00
(i) Heavy Cleaner Rate*1	\$0.80

*1 Note: The above rates as noted, will be inclusive to the base rate.

*2 Note: The above premiums as noted will not be inclusive to the base rate.

Descriptions:

a) Probation Rate: At the discretion of the Employer, newly hired employees may have their rate modified during their probation period.

b) Night Shift Premium: The night shift will commence at 11:00 p.m. and the premiums will be paid for all hours worked on this shift. For shifts commencing prior to 11:00 p.m. the premiums will be paid for all completed hours of the shift after 11:00 p.m.

Night shift premium is exempt for front of the house, Banquet and Food service departments, Facility Cleaner and Night Parking Attendant.

c) Closing Crew Rate: This rate is applied to the Banquet Classification rate where banquet employees are required to close a banquet related function.

d) Black out Drape Rate: This rate is applied to the Dockhand classification when trained Dockhand employees are involved in hanging blackout drape.

e) Machine Operator Rate: This rate is applied to the Facility Cleaner classification when trained Facility Cleaners are using ride-on cleaning equipment.

f) Leadhand Premium: Employees may be appointed by the Employer to provide hands-on job supervision to three or more hourly employees. It

is the exclusive right of the Employer to appoint or remove Leadhands as required. It is understood and agreed that the position of Lead Hand must first be offered to the full-time staff prior to promoting part-time or casual. It is further understood that Leadhands would have no additional rights under this agreement and in particular hours of work.

- g) Carving Rate: This rate is applied to any job classification in the Kitchen where the Kitchen staff are providing show or display cooking (ie. Carving).
- h) Height Premium: Provided as a premium to any Housekeeping classification when required to ascend more than three (3) metres in height.
- i) Heavy Cleaner Rate: This rate is applied to the Show Cleaner classification when removing heavy material from shows.

SCHEDULE “ C ”

VACATION BENEFITS:

C.01 All full-time employees shall receive annual vacation with pay according to their anniversary of full-time employment as follows;

<u># Of anniversary years</u>	<u>Vacation Days granted</u>	<u>% of gross pay</u>
0-2 years of service	10	4%
03 thru and including 9	15	6%
10- through 14	20	8%
15 onwards	25	10%

This provision will apply to new full time employees. Vacation will not be reduced as per the above section to those full time employees as at ratification, with less than 3 years of service.

Note: For the purposes of this agreement, the term ” Gross/Normal Pay” is defined as actual earned income not including any pay related to gratuities or service charges.

C.02 For the first incomplete calendar year of service, each full-time employee shall receive vacation days credited, based on a pro-rata formula of completed months of service, Vacation time for these employees may be requested after (10) months of full-time service.

C.03 The vacation year shall be the calendar year.

C.04 Part-time employees will be entitled to accrue vacation at 4% for all hours worked, excluding any gratuities or service charges. Such vacation will be paid out on the last pay of the calendar year.

C.05 Employees engaged on a casual basis will not be entitled to an annual vacation day accrual however, they will be provided vacation pay paid on each pay period based on 4% for all hours worked (excluding any gratuities/ service charges).

C.06 A blank vacation planner will be posted in each department on January 30th of each year and remain posted until March 15th. Employees wishing to take their vacation days at a particular period shall indicate on the vacation planner the period desired and their name, On or about March 16 the Employer, taking into account operation requirements, will review the planner and based on classification seniority, employees will be allocated vacation time. Should the employees’ requested vacation period not be available, they will be given an opportunity to select another time period by April 30th. The Employer will make best efforts to ensure that employees receive the vacation time slot that they requested. The finalized vacation planner will be posted by May 15 .

- C.07 Seniority employees wishing to receive vacation pay in advance of their time-off, must provide a vacation request one pay period in advance.
- C.08 Full time employees may carryover vacation days and applicable vacation pay of one year's vacation for a period ending December 31st of the following calendar year.
- Any carryover vacation days remaining at the end of the aforementioned period will be lost. Any carryover vacation pay not used will be paid on the first pay period in January.
- C.09 Upon termination of employment for any reason, an employee will receive on their final pay any vacation pay accrued to their last day of employment.

C.10 - BEREAVEMENT LEAVE

An employee may be required to take time off due to a death in their immediate family. For the purpose of this agreement, immediate family shall mean parent or in-law, spouse, brother, sister, child, grandparent, ward and guardian. A full-time employee will be provided (3) regularly scheduled days off with pay if taken within (10) days of the death. Part-time employees will be provided an unpaid leave of absence with the same timeframes. Prior to taking such leave, the employee must advise their immediate Supervisor of their intention to take Bereavement Leave and the period of such leave. Should the employee be required to travel over 600 km, the Employer will provide the employee additional unpaid leave of absence as required by the circumstances.

SCHEDULE "D"

PAID HOLIDAYS

D.01 The following Holidays with pay will be observed:

- 1) New Year's Day
- 2) Good Friday
- 3) Victoria Day
- 4) Canada Day
- 5) Civic Holiday (1st Monday in August)
- 6) Labour Day
- 7) Thanksgiving Day
- 8) Remembrance Day
- 9) Christmas day
- 10) Boxing Day
- 11) Easter Monday
- 12) Employee's birthday

D.02 Holidays with pay listed in D.01, will be provided to all active full-time employees. Payment for the holiday will be the equivalent of the employee's normal pay for that day.

D.03 (a) If a full-time employee works on a designated holiday, they will receive pay at the rate of 1.5 times the employee's normal rate of pay for all hours worked plus (8) hours straight time pay.

(b) If a part-time employee works on a designated holiday as per D.01 (1,2,3,4,6,7,9,10) they will receive pay at the rate of 1.5 times the employee's normal rate of pay for all hours worked.

D.04 Casual or Part-time employees not working the holiday are not eligible for holidays with pay. Casual Employees will not receive overtime for work on that day unless it was in excess of 44 hours per week (or in excess of 44 hours per week or 88 hours in aggregate for food service departments.)

D.05 A fulltime employee must work the scheduled day prior and after the holiday in order to receive payment for the day. Likewise, a fulltime employee scheduled to work on a holiday but does not report to work, will forfeit all pay for that day. Unless the employee is absent with authorization from the Employer or has a bonafide reason.

0.06 Work on a statutory holiday is defined as actual hours worked from 12.01 am to 23.59 p.m.

0.07 Where a celebrated holiday falls within a fulltime employee's scheduled vacation period, the eligible employee may:

- (a) Prearrange an additional day off with pay to be taken immediately preceding or after the employees scheduled vacation,
- (b) Elect to receive eight hours pay in lieu thereof in addition to their regular vacation pay.

D.08 The word "active" used in this Schedule shall mean those full time employees who are available for scheduled work (not absent for any reason) except those employees on an approved vacation.

SCHEDULE "E"

EMPLOYEE BENEFITS

E.01 During the term of the Collective Agreement the Employer agrees to maintain the current level of benefits for all full time and part time employees as per "Pension Plan for the Employees of Metro Toronto Convention Centre Corporation". In all cases the "Plan" rules will apply.

E.01 (a) For the purpose of defining gross earning for pension purposes for those full time employees receiving gratuities, it shall be a maximum of the following:

Pension Gross Earning	Year
\$27,000	2000
\$27,742	2001
\$28,505	2002

E.02 LEAVE DUE TO ILLNESS

In case of illness on a regularly scheduled work day, Full-time employees will be compensated at 100% of their scheduled hours for that day at their regular hourly rate for up to six days. Illness extending beyond the first six days would be paid at 75% (including gratuities) their normal hours at their regular rate up to 124 working days.

Any absence due to illness of six days or more will require a "Doctor's Certificate" in the format provided by the Employer.

The Employer reserves the right to request a "Doctor's Certificate" (in the format provided by the Employer) for any days-off due to illness less than six days particularly in the case where the employee has a prior medical history and/or excessive absenteeism.

Part-time employees requiring time off for illness will be granted an unpaid leave of absence and will be required to provide medical evidence if so requested.

In all cases of illness requiring time-off the Employee is expected to call-in to their direct Supervisor prior to the **commencement of their shift.**

An employee who is required by law to submit to a medical examination shall not be compensated for any loss of income by the Employer. An employee who is required by the Employer and not by any law to submit to a medical examination during working hours shall be paid at his or her straight-time hourly rate for a reasonable amount of time spent in attending to such an examination. If any employee upon being so examined is found not to fulfil the medical requirements for his or her position, his or her employment shall be terminated. Such termination shall be deemed to be for just cause and shall not be the proper subject matter of a grievance within the meaning of this agreement and shall not be arbitrable.

At the end of each calendar year employees may decide to get paid-out for any remaining sick days or carry the balance forward to one calendar year after which they will be paid out.

E.03 LONG TERM ILLNESS BENEFITS

The Employer will pay the associated premium rate for Long Term Disability Coverage. The benefit associated with this insurance would be 67% of the employees regular rate of pay.

E.04 MEDICAL AND DENTAL BENEFITS

The Employer will pay the associated premium rate to provide the present medical & dental coverage for employees be it single or family coverage, as applicable. The Dental O.D.A. schedule will be the most current available.

Vision care will be increased to \$200.00 maximum in any two consecutive calendar years

E.05 LIFE INSURANCE

The Employer will pay the associated premium rate to provide employees with \$30,000 of life and accident insurance.

E.06 Full-time employees only are eligible to join the Group Benefit Program as noted in E.02, E.03, E.04 and E.05. and shall remain in force as long as they remain active employees as per the Group Insurance Policy.

E.07 All terms and conditions of the Group Insurance Plan will be governed solely by the Group Insurance Carrier, as per the policy

contract. The Employer will provide to all new full-time employees a plan description.

*Note: The information provided herein concerning group insurance, in no way describes all the details and limitations of each benefit. For particular information please refer to the insurance carrier booklets for details.

SCHEDULE “ F ”

SPECIFIC DEPARTMENT PROVISIONS

Banquet Department:

F.01 Gratuity/Service Charges

A service charge on food will be levied on all invoices from which the Wait Staff will receive a gratuity. Seventy-five percent (75 %) of the service charge will be equally divided among those Wait staff that worked the function.

A service charge on beverages will be levied on all invoices from which the Bartenders will receive a gratuity. Seventy -five percent (75%) of the service charge will be equally divided among those bartenders that worked the function that day.

Gratuities paid to Scrub Captains will not impact the share received by wait staff or bartenders.

The Union, upon request, may verify service charges from the records of the Employer.

Employer functions (which include all test meals, and company food functions up to 10 per year) will not attract gratuities, Instead, the rate of pay for Wait staff or Bartender classifications will be paid at (fifty) \$50.00 flat gratuity rate plus the regular hourly rate. .

F.02 Wait or Bartender Staff called in or scheduled for a function will be guaranteed three (3) hours of work.

F.03 Banquet and Bartender staff will be provided a meal for each function or ever four (4) hours worked.

F.04 Banquet Clean-up:

(a) Wait staff are responsible to “set-up” assigned food functions and clean up thereafter as required, leaving the closing crew to complete the clean up of the function.

(b) Wait staff required to perform duties when there is no food service or required to clean-up a function that they are not scheduled to serve, will receive the clean-up rate of pay.

(c) Bartending staff will clear all glassware from the pre-function area for the duration of the event.

(d) Banquet Management will indicate before the start of a food function, how many Wait staff and Bartending staff will be required to stay for clean-up. Clean-up will be on a voluntary basis provided the proper complement of staff is achieved. Should the proper complement not be achieved, Banquet Management will select from the casual staff or part-time staff first. Should there be not enough casual or part-time staff working the function to complete clean-up, then full-time staff will be selected by inverse order of seniority.

F.05 It is agreed that the Union shall have access to a breakdown of an employees earnings showing the total amount of gratuities per function, i.e breakfast, coffee, lunch, reception or dinner. It shall also indicate a breakdown of any premiums paid.

F.06 Upon ratification, in the event of a function, where there is additional labour provided to the function and where such labour is charged to the Customer, Banquet Waitstaff will receive a gratuity equal to what they would have received without the additional labour.

F.07 It is agreed that the following shall be the formula used to divide gratuities between the Banquet and Beverage Staff.

Cash Wines 50/50

Host Wines 50/50

Pop. Juice and water 100%, except on cash and host bars, for pop, juice and water.

F-08 Event Services shall continue the practice of providing water to the meeting rooms and where water stations are requested.

F.09 A full time employee, shall on the occasion of being scheduled to work seven (7) consecutive days of the weekly shift, may have the opportunity to request a day off if the employee notifies Management 48 hours in advance. If the requested day off is the Sunday, the Employee must inform the Employer on the Thursday or within 8 hours of the schedule posting. The Employer will try to grant such a request provided the proper complement of employees can be obtained.

SCHEDULE "H"

HOUSEKEEPING DEPARTMENT

- H.01 Subject to the Employer maintaining a qualified and adequate workforce to perform work required to be done, weekend work in the Housekeeping department will be rotated.
- H.02 For the purpose of security, the night shift will be provided with (2) two-way communications devices.
- H.03 The Employer shall assign a minimum of two (2) employees to work in the Theatre and Parking garage on the night shift.

SCHEDULE "I"

PARKING DEPARTMENT

- 1.01 Cash shortages and overages in parking shall be reported on the following shift.
- 1.02 a) Parking Attendants unable to take a rest period due to the nature of their duties, will be entitled to cease performing their-normal duties thirty (30) minutes prior to the end of their scheduled shift so that they may cash out and leave early without penalty.
- (b) Should the Employer be delayed at the end of the scheduled shift for operational reasons, then the employee shall be paid the appropriate rate until the completion of their duties.
- 1.03 In lieu of lunch breaks provided in Article A.09 and in recognition of the fact that night shift employees cannot leave their work area they shall receive their lunch break paid at their regular hourly rate.
- 1.04 For the purpose of security, the night shift will be provided with (2) two-way communication devices.
- 1.05 The employer will endeavor to use prepaid parking as often as possible.
- 1.06 The night inventory of cars parked in the garage shall be done in conjunction with a Security Patrol Officer.
- 1.07 Security will increase the number of patrols in the Parking garage at night for safety or security purposes.

SCHEDULE "J"

DOCKS DEPARTMENT

- J.01 It is agreed that all Dock employees shall be trained in the safe handling of propane at the Employers expense.
- J.02 It is agreed that a minimum of three (3) trained employees shall work together when performing drupe installation.

SCHEDULE “K”

CONCESSIONS DEPARTMENT

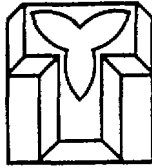
K.01 Every effort shall be made to allow a minimum of 2 hours for concession set up.

SCHEDULE "L"

MAINTENANCE DEPARTMENT

- L.01 In recognition of the fact that there is only one Building Operator on the night shift and hence unable to leave the facility for a lunch **break**, the employee shall receive the lunch break paid at their regular hourly rate

- L.02 Employees employed on a four day, ten hour schedule, shall be paid the rate of time and one half (1 1/2 x) for all hours worked on the 5th and 6th consecutive day of work and at double time (2X) on the 7th day of consecutive work in the same work **week**.



Metro Toronto Convention Centre / Palais des congrès du Toronto métropolitain

255 Front Street West / 255 rue Front ouest / Toronto, Canada M5V 2W6 / (416) 585-8000 / www.mtccc.com

December **13, 1999**

Dear Sirs:

Re: Letter of Understanding

In the course of negotiations a number of proposals were made by the employees in the Banquet Department with respect to the level of staffing for various functions and events, As the Employer explained in the negotiations, staffing for banquet functions and events are based on providing the best possible service to the customer in accordance with its requests and requirements.

In accordance with that commitment, the Employer explained that it applies the following simple rules of thumb with respect to staffing for banquet functions or events:

1. Wait help are assigned 40 anticipated covers per pair of employees.
2. Wait help are assigned to receptions on the basis of one wait help per 75 anticipated guests and to buffet functions on the basis of one wait help person per 40 anticipated guests.
3. Bartenders are assigned to host bars on the basis of one bartender per 100 anticipated guests and to cash bar on the basis of one bartender per 150 anticipated customers.

As the Employer explained, any of the foregoing numbers may decrease or increase based on the number of items on the menu and the level of service requested by the client. Furthermore, in scheduling employees, an allowance must be made for unscheduled absenteeism. Finally, the number of covers per pair of wait help may change because of the number of persons attending the function may be less than that planned and contracted for with the client.

We trust the foregoing adequately explains the Employer's practices in this matter

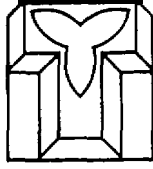
DATED AT: Toronto THIS 23rd DAY OF December 1999.

FOR THE UNION:

Bob Maskey
Sevachaska
Cesetti

FOR THE EMPLOYER:

B. Sull
Tim J. [unclear]
[unclear]



Metro Toronto Convention Centre / Palais des congrès du Toronto métropolitain

255 Front Street West / 255 rue Front ouest / Toronto, Canada M5V 2W6 / (416) 585-8000 / www.mtccc.com

December 13, 1999

Dear Sirs:

Re: Letter of Understanding

Coffee Service

The present method of scheduling MI-time Wait Staff that serve food and coffee breaks will be maintained unless the Employer believes that, due to operational requirements, a change is necessary.

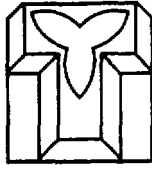
DATED AT Toronto THIS 23rd DAY OF December 1999

FOR THE UNION:

Bob Maskey
Sergachava
Desert

FOR THE EMPLOYER:

B. Sud
Tom Tullgren
[Signature]



Metro Toronto Convention Centre / Palais des congrès du Toronto métropolitain

255 Front Street West / 255 rue Front ouest / Toronto, Canada M5V 2W6 / (416) 585-8000 / www.mtccc.com

December 13, 1999

Dear Sirs:

Re: Letter of Understanding

The Employer and the Union recognizes that from time to time temporary agencies may be needed to fill temporary job classification in the Banquet Department.

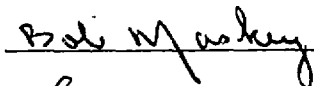
The Employer may use temporary agencies in the Banquet Department only when they have exhausted the normal scheduling practice.

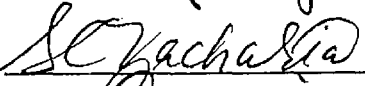
Personnel from the temporary agencies shall in no way impact the gratuities.

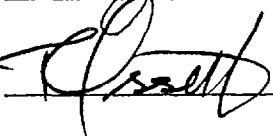
In recognition of the fact that personnel from the temporary agencies will be performing bargaining unit work, the Employer agrees to pay the Union 2% of the hourly rate paid to the temporary agency.

DATED AT **Toronto** THIS 23rd DAY December 1999.


FOR THE UNION:

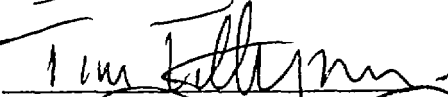





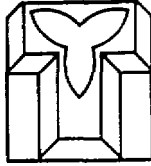


FOR THE EMPLOYER:









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December 13, 1999

Dear Sirs:

Re: Letter of Understanding

It is understood that employees doing ushering work for the Theater will be paid as per the Cashier rate and hence covered by the collective Agreement.

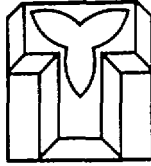
DATED AT- Toronto+ THIS 23rd DAY OF December 1999.

FOR THE UNION:

Bob Maskey
St Zacharie
Russell

FOR THE EMPLOYER:

B. S. H.
Tim Kellyman
[Signature]



Metro Toronto Convention Centre / Palais des congrès du Toronto métropolitain

255 Front Street West / 255 rue Front ouest / Toronto, Canada M5V 2W6 / (416) 585-8000 / www.mtccc.com

December 13, 1999

Dear Sirs:

Re: Letter of Understanding

The following issues are to form part of the agenda for the first Labour Management Committee Meeting:

- Recognition of the fact that the employees may not fit in the supplied uniforms
- (Banquet) Full-time Staff partnered together and stations to be set up closest to food distribution areas
- Adequately heated booths in parking
- Phones for pre-paid parking booths
- Locking systems to secure booths (parking)
- Panic buttons (North Parking lot)
- Adequate space to cash out employees
- Preference for full-length lockers and locker space.
- Adequate staffing levels in the Staff Cafeteria.

DATED AT Toronto THIS 23rd DAY OF December 1999.

FOR THE UNION:

Bob Maskey
Szyscha
[Signature]

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]