

COLLECTIVE AGREEMENT

BETWEEN

METRO TORONTO CONVENTION CENTRE CORPORATION

(Hereafter referred to as the "Employer")

- and -

LABOURER'S INTERNATIONAL UNION OF NORTH AMERICA,  
LOCAL 506

(Hereafter referred to as the "Union")

Expiring December 31, 2005

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## **ARTICLE 1 – 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 – 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 Employee” 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 Employee” 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, but more than sixteen (16) hours per week.

Notwithstanding fluctuations due to the Employer’s business cycle, a Part-time Employee who is not available to make a total commitment to the Employer due to their external priorities will lose their Part-time status and be placed in the appropriate ranking at the top of the Casual call-in list.

- 2.03(a) Every six-months, following the completion of the last pay period in June and December, the Employer shall perform a “status review” to determine the appropriate Full or Part-time status for Employees for the next six-month period. In this regard, the Employer shall review both hours worked and/or other hours for which the Employee has been paid over the course of the previous six-month period to determine whether Employees should maintain their existing status as Full or Part-time Employees, or whether, they should be reclassified for the next six-month period.

Any Employee who has not worked 624 hours in the previous six-month period, shall be classified as a Part-time Employee.

Hours worked by a Full-time Employee in a non-home department will qualify for hours

worked in connection with the above.

- (b) In order to be reclassified as a Full-time Employee, Employees must have worked and/or have been paid a minimum of 624 hours in the previous six-month period. Hours worked and/or paid will include the following: all hours worked and statutory holiday hours paid (where applicable).

In order to maintain status as a Full-time Employee, Employees must have worked and/or have been paid a minimum of 624 hours in the previous six-month period. Hours worked and/or paid will include the following: all hours worked; vacation hours paid; statutory holiday hours paid; and Short Term Disability hours paid.

Full-time Employees who use their sick days due to intermittent illness during the six-month period, in accordance with Schedule "E", will have the sick hours included in the seniority status review to maintain their Full-time status.

A Full-time Employee who has not used the intermittent sick days during the period, and who requests a pay-out of the monies at the end of the calendar year will be paid the monies with no credit to hours for the purpose of the seniority status review period.

Hours worked by a Part-time Employee in a non-home department will not qualify for hours worked in connection with the above.

- (c) The Employer will recognize Part-time Employees loyal to the Employer, who are willing and have the skill, ability, competence, efficiency and reliability to work in other non-home departments. Should any Part-time Employee during each six-month seniority review period accumulate 624 hours or more, the Employer will retain the Employee's Part-time status within his/her home department, and provide the Part-time Employee with the Group Benefit Program in accordance with E.06.

There is one exception under Article E.06 (Clause E.02 - Leave Due to Illness) – Part-time Employees are not eligible for the six (6) paid sick days, and will serve a six (6) day waiting period should he/she utilize short term disability benefits.

The affected Part-time Employees will not be eligible for any other Full-time status benefits. This includes:

- Vacation Pay (which will accrue and be paid out two times per year in accordance with Schedule C.04 – Vacation.)
- Paid Bereavement Days
- Statutory Holidays listed in Schedule "D" apply with the exception of the following holidays – Easter Monday, Civic Day, and Remembrance Day. They also would not be eligible to receive the Employee's Birthday as a paid day off.

- (d) An Employee on an approved leave of absence (including but not limited to short-term disability, WSIB, and personal leave of absence) shall only receive credit for hours

that the Employee would have worked in their home department during that period based on his/her seniority. As such, the Employer will ascertain, based on the Employee's seniority standing the hours that he/she would have worked had he/she been available to work and the Employee will be credited with the hours accordingly.

- 2.04(a) Casual Employees hold no seniority and shall be defined as an Employee who works as needed on a call-in basis and is employed under an agreement whereby he/she may elect to work for a temporary period when requested to do so. Casual Employees shall provide the Employer their anticipated availability, in writing, and the Employer will schedule Casual Employees accordingly.

The following Articles shall not apply to Casual Employees: 11 (*Seniority*), 13 (Leave of Absence and Bereavement Leave), 16 (Jury Duty and Crown Witness), 17 (Canadian Citizenship), 18 (Reserved Military Service), 25 (Severance Pay), Schedule "C" – Vacation Benefits, and Schedule "E" – Employee Benefits.

- (b) Every six-months, following the completion of the last pay period in June and December, the Employer shall review all hours worked by Casual Employees in the preceding six-month period. Any Casual Employee who has worked at least 416 hours in the preceding six-month period, shall be classified as a Part-time Employee unless he/she chooses to opt out by signing the existing waiver form. In this event, the Employee will be placed in an appropriate ranking at the top of the Casual call-in list.
- (c) When applicable, any Casual Employee who has worked at least 624 hours in the preceding six-month period shall be classified as a Full-time Employee.
- (d) The Employer will prepare and maintain a list of Casual Employees setting out the date upon which they first commenced work for the Employer (their "service date") together with their classification. The "service date" is the day the Employee attends the Employer's orientation session.
- (e) In the case where more than one (1) Employee attends the same orientation session, their ranking on the call-in list will be determined alphabetically by the Employee's last name.
- (f) The Casual call-in list will be supplied to the Union and posted within the workplace. 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 months and new Casual Employees will be added to the call-in list throughout the year based on their orientation "service date".
- (g) Casual Employees who have not worked for the Employer a minimum of two (2) times within the previous six-month period will be placed at the bottom of the call-in list.
- (h) Casual Employees who have not worked for the Employer for a period of one

calendar year will have their name removed from the call-in list.

- (i) Casual Employees who fail to cancel an accepted shift with at least 36 hours advance notice will be dropped to the bottom of the call-in list for the first offence, unless the Employer is provided with a satisfactory reason. For the second offence the Employee's name will be removed from the call-in list, unless the Employer is provided with a satisfactory reason.
- (j) Any Employee whose name has been removed from the call-in list may reapply for Casual employment and if accepted, will have his/her name placed at the bottom of the call-in list.
- (k) Due to the nature of the business, and in particularly Banquets, same day call-ins may occur in which case Management will use the seniority list and Casual call-in list and bring in the first contacted and available Employees.
- (l) A Casual Employee who has been reclassified to Part-time status or has otherwise attained a Part-time or Full-time position with the Employer shall not be required to enter into and pass a probationary period if he/she has performed a minimum of 600 hours work within the subject department.

### **ARTICLE 3 – 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 – 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 Employer.

#### **ARTICLE 5 – 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 Employer 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 – 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	2 (one for night shift)
Docks	1
Cleaning Services	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 three (3) representatives from the Union. The Employer 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 Check Off. 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 (1) of the last two (2) Employees retained.
- 6.09 Five Stewards as appointed under Article 6.01 will be reimbursed (including gratuities lost) for up to eight (8) hours pay to attend an education seminar each year. The Union will be required to give the Employer three (3) weeks written notice of the date of the seminar indicating the names of the Stewards to attend.

## **ARTICLE 7 – 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 – 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 1 of the grievance procedure within ten (10) working 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 Procedure:

### **STEP 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 2 – GRIEVANCE**

Should the Employee not be satisfied with their Supervisor's 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 Supervisor's decision at Step No 1. The Employer 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 3**

Should the decision of the Department Head not be satisfactory to the Grievor, a meeting will be held with the Vice President Human Resources & Administration, 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 4 – Arbitration**

In the event the grievance is not settled at Step 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 – 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 or confer with a Steward before leaving the premises. If a Steward is not available, the Employee will leave the premises and the Employer will arrange for a discharge meeting with the Employee and Steward within three days of the discharge.

Should a grievance relative to such discharge be lodged in writing using the Union's normal form within five (5) days of the discharge meeting, the grievance will be considered and commence at Step 3 of the grievance procedure.

### **ARTICLE 10 – EMPLOYEE DISCIPLINE**

10.01 The Employer agrees to provide and/or make accessible its Policies, Procedures and the MTCC Employee Handbook. As provided for therein, certain policies are subject to either progressive discipline or immediate termination of employment. The Employer agrees to inform the Union and Employees of any new policies introduced during the term of the Agreement and before they are to be enforced.

10.02 Disciplinary measures shall be appropriate to their cause.

10.03 Written warnings shall not be considered in the chain of progressive discipline after nine (9) months of their issuance. A warning with a suspension shall not be considered after sixteen (16) months of its issuance.

10.04 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 the Steward is present.

### **ARTICLE 11 – SENIORITY**

11.01(a) A Full-time and Part-time Employee will be considered on probation and will not be

placed on a seniority list until he/she has completed a total of sixty (60) working days, after which the Employee will begin to accumulate seniority within his/her department based on the first date worked.

- (b) Full-time and Part-time Employees who, by virtue of the process outlined in Article 2 of the Agreement, have changed work status within their own department, will not be required to pass a probationary period unless they have not worked for the Employer for a period of sixty (60) working days.
- (c) A Casual Employee who has been reclassified to Part-time status or has otherwise attained a Part-time or Full-time position with the Employer shall not be required to enter into and pass a probationary period if he/she has performed a minimum of 600 hours work within the subject department.
- (d) The Employment of a probationary Employee may be terminated by the Employer within the first sixty (60) working days of employment.

- 11.02(a) Separate seniority lists will be established for Full-time Employees and Part-time Employees. Seniority lists shall set out the Employees':
- "building seniority" (the date upon which the Employee first commenced work for the Employer), and
  - department seniority (the date upon which the Employee commenced work within the department).
- (b) The seniority list shall be posted by the Employer in each department within thirty (30) days following ratification of the Agreement and, thereafter, every six-months, by February 1<sup>st</sup> and August 1<sup>st</sup>.
  - (c) Copies of the seniority lists shall be provided to the Union.
  - (d) Full-time and Part-time Employees will have a period of thirty (30) days to dispute newly posted seniority lists.

11.03 An Employee whose status is changed from Full-time to Part-time in accordance with the process set out in Article 2 of the Agreement shall receive credit for his/her accumulated department seniority and shall therefore be placed at the top of the Part-time department seniority list accordingly.

11.04 Within each department, seniority will be the governing factor in cases of promotions, demotions, layoffs, recalls, and selection/ scheduling of vacation dates where all other factors including skill, competence, efficiency and reliability are equal.

11.05 An Employee shall lose all service and seniority with the Employer and shall therefore be deemed to be terminated if he/she:

- (a) is laid-off from their department and job status for over twelve (12) months;
- (b) voluntarily quits or resigns;
- (c) is discharged for just cause and not reinstated in accordance with the provisions of this Agreement;
- (d) fails to return to work after the expiration of an approved leave of absence without a reason satisfactory to the Employer, unless the Employer approves such extensions;
- (e) uses an authorized leave of absence for a purpose other than that for which is was granted;
- (f) is absent from work for three (3) consecutive days of work without contacting the Employer and without providing a satisfactory reason. This provision shall not be interpreted as permitting absences of any duration;
- (g) fails to signify his/her intention to return to work within five (5) days after receiving notice of recall or, within ten (10) days after being recalled, fails to report to work.

11.06(a) It shall be the duty of all Employees, including laid off Employees, to notify the Employer's Human Resource Office promptly, in writing, of any changes in his/her address or telephone number. The Employer shall not be responsible for the failure of any notice of recall to reach an Employee who has failed to comply with this requirement.

(b) Any notice sent to an Employee's last known address by prepaid registered mail or courier requiring proof of delivery shall be conclusively deemed to have been received by the Employee on the third day after which it was sent. If the notice is returned to the Employer by the Post Office or Courier Company, it shall be conclusively deemed to have been received by the Employee on the date the Post Office stamps it for return, or the Courier Company returns it to the Employer.

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

(b) 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 Human Resources 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.

(c) 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.

- (d) 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.

11.08(a) When an Employee is transferred to another classification or department, he/she shall be permitted a sixty (60) working day trial period, during which the Employer and Employee may assess the suitability of the transfer. Any Employee who is not successful in the transfer, may transfer back to his/her previous position, without loss of seniority.

- (b) When an Employee is transferred to another department, he/she shall retain building seniority, but will be placed at the bottom of the new department's Full-time or Part-time seniority list accordingly.

## **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 Full-time 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 – LEAVE OF ABSENCE**

13.01(a) The Employer may, at its discretion, grant an unpaid leave of absence to a Full-time or Part-time Employee for personal reasons, up to six (6) months. 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.

(b) Article 2.03 will be applied to all approved personal leaves of absences for the purpose of calculating seniority.

13.02 Any Full-time or Part-time Employee elected or appointed to a Full-time position with the Union will be granted a personal leave of absence for up to one (1) year without seniority. This personal leave will be without pay and benefits. This option may be exercised only once by an Employee, unless otherwise mutually agreed upon.

13.03 Pregnancy and parental leave will be extended to an Employee in accordance with the Employment Standards Act.

13.04 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 “parent-in-law”, spouse, brother or “brother-in-law”, sister or “sister-in-law”, child, grandparent, ward and guardian.

A Full-time Employee will be provided three (3) regularly scheduled days off with pay for Bereavement if taken within ten (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 600km, the Employer will provide the Employee with additional unpaid leave of absence as required by the circumstances.

### **ARTICLE 14 – 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 have established guidelines to the structure and function of the Joint Health and Safety Committee. The Joint Health & Safety Committee may recommend that changes be made to these guidelines, however, the Employer reserves the right to



approve or not approve recommended changes in accordance with the procedures outlined in the Occupational Health & Safety Act.

- 14.02(a) 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, Parking and any other departments as determined by Health & Safety Committee, 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 \$100.00 per year.
- (b) The Employer will arrange for the Safety Shoe Truck to come on premise at pre-determined times of the year so that eligible Employees may select a pair of safety shoes.
- (c) We will continue with the current practice whereby Employees who have worn out his/her safety shoes due to operational demands, he/she will bring in their worn shoes to the Department Manager who will approve a replacement pair.
- (d) 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 As per the WSIB Act, 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 also 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. The Joint Health & Safety Committee may recommend the Employees entitled to attend such training.
- 14.05 *Biological Shows:* Based on information from Show Management, the Employer shall notify Employees with as much advance notice as possible of any potential hazards or sensitive situations in which the Employee may be required to work, around or with biological and/or hazardous materials.

Immediately upon such notification, the Employee may request to opt-out of working during a show. However, should the Employee elect not to work the show after the schedule has been posted, the Employer is not obligated to replace the hours lost.

## **ARTICLE 15 – 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 ten (10) working days where practical but in no event not less than five (5) working days. When an Employee successfully makes such an application, he/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 Employer. Such selection process is not a matter for grievance or arbitration. A three (3) month trial period shall apply during which time either party may elect that the individual return to their previous position without loss of seniority.

#### **ARTICLE 16 – JURY DUTY AND CROWN WITNESS**

- 16.01 Should a Full-time Employee be called for jury duty or be subpoenaed as a Crown Witness, upon proof of attendance 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 Employer will provide to those Part-time Employees called for jury duty or subpoenaed as a Crown Witness upon proof of attendance the hours lost as consequence of such attendance but no more than their weekly average over the previous 16 weeks.

#### **ARTICLE 17 – CANADIAN CITIZENSHIP**

- 17.01 The Employer agrees to allow all seniority Employees time off work to attend Citizenship Court to be personally 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 Human Resources department before being posted.

## **ARTICLE 20 – CASH HANDLING**

20.01(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 the Employee's float must be reported immediately to Cash Office Management and/or the Employee's Department Manager in accordance with the Employer's Cash Handling Policy.

Following the verification of Employee deposits by Cash Office Management, should there be a discrepancy, the Department Manager will be notified and he/she will notify the Employee concerned in accordance with the Employer's Cash Handling Policy.

(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.

20.02(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.

20.03(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.

(b) In any case, the Employees must follow the Cash Handling Policy of the Employer.

## **ARTICLE 21 – UNIFORMS**

21.01(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 2 uniforms per year.

Dry Cleaning Services: The Employer currently operates with 3 days of pick-up and delivery service each week, and 4 days when we are extremely busy. Uniforms are returned within a 48-hour turnaround time.

(b) Casual Employees may also be supplied uniforms, an I.D. badge, or other apparel deemed appropriate for the position. However, due to the nature of their employment, the Casual Employees will be charged a refundable security deposit. The uniform and I.D. badge deposit shall be as per the current practice of \$50.00 and will be deducted from the Employee's pay cheque at a rate of \$10 per pay.

When a Casual Employee is reclassified to Part-time or Full-time status following each six-month seniority review period, the Employer will reimburse the security deposit to the Employee concerned.

- (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.

21.02(a) Full-time 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 job duties are exposed to cold, rain or inclement weather. The Employer will have spare outerwear for Employees who may require them from time to time.

- (c) The Employer shall provide approved personal fitted fall arrest protective equipment for Employees who need them. There will be no sharing of such protective equipment.

21.03 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 (included as part of the deposit in Article 22.01(b)). Where an I.D. card needs to be replaced due to damage or theft, it will be done so without any charge to the Employee.

21.04(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 Employer 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, in their full uniform which consists of the uniform pieces issued by the Employer and the proper shoes such as Safety Shoes, where deemed to be mandatory, Employees may be sent home and/or lose their shift for the day and progressive discipline will apply.

21.05 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.

21.06 As Employees are expected to present a professional appearance at work, the Employer will replace worn out uniforms at no cost to the Employee. When the Employee brings in their worn or damaged uniforms, he/she will be issued with new

uniforms in accordance with Article 22 of the Collective Agreement.

## **ARTICLE 22 – LABOUR MANAGEMENT COMMITTEE**

- 22.01(a) The Labour Management Committee will consist at a minimum of three (3) members from the Management and three (3) members from the Union to discuss and resolve issues which may be 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 23 – JOB DUTIES AND RESPONSIBILITIES**

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

## **ARTICLE 24 – 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 earnings for the 12-month period previous to the termination date.

## **ARTICLE 25 – GENERAL PROVISIONS**

- 25.01 The hours of the cafeteria will be posted including any changes thereto.
- 25.02 The Employer will provide suitable locker space for all Full-time Employees.

- 25.03(a) The Employer shall provide parking for all Employees on shift, at the following rates:
- Year 1 (2003) at \$4.00 per day
  - Year 2 (2004) at \$4.50 per day
  - Year 3 (2005) at \$5.00 per day
- (b) The Employer will sell to Full and Part-time Employees a yearly Parking pass card with in and out privileges. The monthly payroll deduction as follows:
- Year 2003 = \$70 per month
  - Year 2004 = \$75 per month
  - Year 2005 = \$80 per month.
- The passes are not transferable.
- (c) Bargaining Unit Employees using the parking facility may not park overnight except when scheduled with the permission of the Employer.
- 25.04(a) Employees are required to scan in and out and follow all other timekeeping requirements.
- (b) Employees scanning in prior to their start or finish time will be considered on their own time, unless approved by a Department Head.
- (c) Lateness will be considered after three (3) minutes from the scheduled start time after which the Employee will be docked at fifteen (15) minute intervals.
- 25.05 The Metro Toronto Convention Centre agrees to provide a taxi ride home for all Employees leaving work after 12:45am to 6:00am up to a maximum of \$25.00.
- 25.06(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.
- (c) The MTCC shall maintain the cost of \$4.00 for all Staff during 2003. This rate shall increase to \$4.50 on January 1, 2004 and \$5.00 on January 1, 2005.
- 25.07(a) Wages paid or direct deposits shall continue as per the current pay schedule.
- (b) All Employees currently on direct deposit shall remain as such and all pay for new Employees will be handled through direct deposit.
- (c) Employees shall notify their Supervisor of any error or shortage to his/her pay upon becoming aware of the discrepancy. If the error or shortage is due to an oversight on the Employer's part, the Employer shall resolve the problem within three (3) working days.

## **ARTICLE 26 – 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 “G” Cleaning Services Department

Schedule “H” Parking Department

Schedule “I” Docks Department

Schedule “J” Concessions Department

Schedule “K” Maintenance Department

Schedule “L” Cash Office Department

Schedule “M” Stewarding Department

Schedule “N” Event Services Department

Letters of Understanding

## **ARTICLE 27 – DURATION**

27.01 The agreement shall become effective on the 01<sup>st</sup> day of January 2003 and shall, remain in force and effect and shall not be re-openable, save and except as otherwise herein expressly provided, until the 31<sup>st</sup> day of December 2005, 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.

27.02 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 31<sup>st</sup> day of December 2005 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

FOR THE UNION



## **SCHEDULE "A" – HOURS OF WORK AND OVERTIME**

### **NON-OVERTIME WORK**

A.01 Due to the nature of the business, it is understood that hours of work are based on operational needs and business demands. As such, the Employer cannot guarantee consistent work schedules nor guarantee/limit scheduled hours either weekly or daily in the "normal work week" referred to in A.01 (a), (b) or (c).

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) The normal workweek for seniority Employees with the exception of those listed in subsection (b) and (c) shall be forty (40) hours per week, exclusive of meal breaks, comprised of eight (8) hours per day, five (5) days per week.
- (b) The normal workweek for seniority Employees employed as wait staff, bartenders, concession attendants and cashiers shall be forty-four (44) hours per week, in aggregate over a two-week period (88 hours).
- (c) 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.

A.02 On a biweekly basis, non-overtime work assignments shall be assigned on a seniority basis, within their department, first to Full-time Employees, then Part-time Employees and then Casual Employees.

- A.03(a) Weekly work schedules will be based on business demands and shall be posted by Thursday of each week.
- (b) Casual Employees "schedule" will be posted by 5:00pm Friday of each week.
  - (c) Due to the nature of the Employer's business, the posting of schedules shall not constitute a guarantee that work may be available, and, as such, Employees are required to check the posted schedule regularly for any changes up to the point the Employee leaves the premises (i.e. scans out for the day).

However, if Employees have left the property or were not working, the Employer will notify those Employees affected by the change.

- A.04(a) 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.12 This article does not apply to Wait staff.
- (b) 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.
- (c) 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.
- (d) The Employer will try to provide seniority Employees preference on the shifts and/or days off he or she works on the basis it will not interfere with business or operational requirements.
- (e) 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. Permission granted to allow such shift switches will not result in the Employer incurring additional costs by way of premiums or overtime rates.
- A.05 In accordance with A.04 (a) above, the Employer will schedule Concessions and Cash Office Employees pending operational needs and business demands. When scheduling, seniority Employees will be provided with the longest scheduled shift or shifts each day in seniority order in their home department provided the shifts do not overlap and that this does not jeopardize the level of customer service provided.
- A.06(a) Employees will be granted a thirty (30) minute unpaid meal break in each eight (8) hour shift.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The Employer will provide a staff rest area in the South Building. The area will include tables & chairs, coffee-machine, water cooler, pop machine, refrigerator and microwave.

A.07 *Cross Training Employees:* The Employer and the Union recognize the importance of cross-training Employees to ensure that Full-time and Part-time Employees achieve on the maximum non-overtime workweek.

To be eligible, the seniority Employee must be able to demonstrate that he/she has the necessary skill, ability, competence, efficiency, and reliability to perform the full duties of the position as assigned.

The Employer will implement the following procedure to ensure a fair and consistent practice of scheduling seniority Employees who express interest in working in a non-home department.

- (a) Seniority Employees interested in working additional hours in any department must sign up each quarter after the first pay period in December, March, June and September for the following three (3) month period.
- (b) The posting will be initiated by the Department and will be removed following a ten (10) working day posting period.
- (c) Each department's "master" call-in list will be developed by the Department Manager in conjunction with the Human Resources department, and it will include the names of the interested seniority Employees listed in the following seniority order:
  - Department Seniority Date;
  - In case of a tie, then Building Seniority Date;
  - In case of a tie, then by alphabetical order based on Employees' surname.
- (d) The final master call-in list to be used by each department for the next three (3) month period will be kept with the Department Manager for reference. A copy will be provided to the Union.
- (e) Any seniority Employee who is scheduled to work in a non-home department is required to complete the shift(s) so assigned. This means that there will be no "bumping back".
- (f) The Employer and Union agree that Employees who choose to exercise this option of accepting work in a non-home department will acknowledge that he/she will adhere to all departmental operational standards, policies and procedures, or be subject to the Employer's progressive discipline procedure.
- (g) The seniority Employee will be scheduled ahead of Casual Employees provided they do not exceed accumulative of the normal work week as outlined in Article A.01 (a), (b) or (c) whichever applies.

## **Scheduling Procedure**

1. The Department Manager will utilize the master call-in list as a reference when he/she prepares the weekly schedule. Department Managers using seniority Employees from a non-home department will be responsible to maintain contact with those Department Managers concerned.
2. Seniority Employees on the master call-in list will be scheduled accordingly ahead of Casual Employees. Employees are responsible for checking their schedule as posted in the non-home department each week.
3. The Employer and Union agree that the weekly work schedules for seniority Employees will be posted by the end of day Thursday. The weekly schedule for Casual Employees and those seniority Employees from non-home departments will be posted prior to 5:00pm on Friday.
4. Hours worked in non-home departments will be treated in accordance with Article 2.03(b).
5. Any Employee that has been scheduled to work in a non-home department and subsequently cancels two (2) or more shifts during the three (3) month period will become ineligible to work in that non-home department for the balance of the period.
6. Days off previously approved by the home department will be honoured and in this case Article A.09(5) would not apply.

A.08 Minimum Reporting Allowance (Banquet and Beverage staff excluded):

- (a) All 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:
  1. Where the Employer has notified the Employee on their last shift or sixteen (16) hours in advance not to report to work.
  2. Where there is no work due to circumstances beyond the control of the Employer.
  3. Where the Employee has not after an approved absence informed the Employer on the intended date of return.
  4. Where the Employee has been absent without the employer's consent and returns without informing the Employer.
  5. Where the Employee has failed to provide a change of personal information form (in particular telephone number) to the Employer.
- (b) In the event of any of the above, the Employer will maintain the current practice which entitles the Employee (except those listed below) to receive not less than four (4) hours pay. Banquet and Beverage Employees will receive not less than three (3) hours pay. Employees in the Maintenance department are exempt from this clause.

- (c) Employees, who report to work at their regular starting time but for whom no work is available, will be assigned by the Employer to complete reasonable work duties and tasks as determined by their Department Manager.
- (d) Should the Employee opt out of completing the assigned work duties or tasks, the Employee may exercise the current practice whereby the Employee may scan out and leave the property. However, in this case, there will be no minimum allowance incurred by the Employer.

A.09 Call-Back Allowance (Foodservice staff excluded):

- (a) Where an Employee has left the facility after the completion of their shift and is 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 Article A.13, shall be paid at the overtime rate, but no less than the equivalent of 4 hours pay at the regular rate.

**OVERTIME**

- A.10(a) It is recognized that the nature of work performed by the Employer (hospitality sector) will from time to time require Employees to perform work beyond the normal workday or workweek (overtime). Based on operational needs and business demands, the Employer shall notify the Employees of this intent prior to the end of the shift.
  - (b) Overtime opportunities shall be assigned first to Full-time and then to Part-time Employees on a seniority basis (from most senior to most junior), within the department. Should the proper complement of seniority Employees not be achieved, the Employer will assign the overtime assignment to Part-time Employees, then Full-time Employees in reverse order of seniority (from most junior to most senior).
- A.11(a) Overtime for seniority Employees covered under Schedule A.01 (a) 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 (a), (b) and (c) will be paid in excess of 44 hours per week.
  - (c) In the case of all seniority Employees as described under Schedule A.01 (b) overtime will be paid on an aggregate of 44 hours per week over a two (2) 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.

**SCHEDULE "B" – RATES AND CLASSIFICATIONS**

**B.01 RATE SCHEDULE**

DEPARTMENT	JOB CLASS	JAN 1, 2003	JAN 1, 2004	JAN 1, 2005
<b>Maintenance</b>	Building Operator	\$25.94	\$26.71	\$27.51
	Handyman	\$20.00	\$20.60	\$21.22
	Painter/Tradesperson	\$25.94	\$26.71	\$27.51
<b>Parking</b>	Attendant	\$14.48	\$14.92	\$15.36
	Night Attendant	\$15.46	\$15.92	\$16.40
<b>Concessions</b>	Attendant	\$13.98	\$14.40	\$14.83
<b>Staff Cafeteria</b>	Attendant	\$13.98	\$14.40	\$14.83
<b>Cash Office</b>	Cashier	\$13.98	\$14.40	\$14.83
<b>Stewarding</b>	Pot Washer	\$15.06	\$15.51	\$15.98
	Steward	\$14.23	\$14.91	\$15.61
<b>Cleaning</b>	Show Cleaner	\$14.48	\$14.92	\$15.36
	Facility Cleaner	\$15.80	\$16.27	\$16.76
	Window Cleaner	\$16.74	\$17.24	\$17.76
<b>Docks</b>	Dockhand	\$17.88	\$18.42	\$18.97
<b>Event Services</b>	Houseperson	\$19.61	\$20.20	\$20.81
<b>Beverage</b>	Bartender	\$13.57	13.97	\$14.39
	Porter	\$12.17	\$12.54	\$12.92
<b>Banquets</b>	Waitstaff	\$8.87	\$9.13	\$9.41
<b>Kitchen</b>	Apprentice	\$13.60	\$14.00	\$14.42
	Second Cook	\$15.10	\$15.55	\$16.02
	First Cook	\$17.21	\$17.73	\$18.26
	Saucier	\$19.50	\$20.08	\$20.69
	Chef de Partie	\$22.26	\$22.93	\$23.61

- (a) Probation rate shall be \$1.00 per hour less than the rate for the classification.
- (b) 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.
- (c) It is agreed that pay cheques shall include a breakdown showing accrued vacation pay, any premiums paid, gratuities and any other premiums or deductions.

## B.02 RATE MODIFICATIONS

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

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

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

### Descriptions:

- (a) Night Shift Premium: The night shift will commence at 11:00pm and the premiums will be paid for all hours worked on this shift. For shifts commencing prior to 11:00pm the premiums will be paid for all completed hours of the shift after 11:00pm. Night shift premium is exempt for front of the house, Banquet and Food Service departments, Facility Cleaner and Night Parking Attendant.
- (b) Closing Crew Rate: This rate is applied to the Banquet classification rate where Banquet Employees are required to close a banquet-related function.
- (c) Black out Drape Rate: This rate is applied to the Dockhand classification when trained Dockhand Employees are involved in hanging blackout drape.
- (d) Machine Operator Rate: This rate is applied to the Facility Cleaner classification when trained Facility Cleaners are using ride-on cleaning equipment.
- (e) 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.
- (f) Carving Rate: This rate is applied to any job classification in the Kitchen where the Kitchen staff are providing show or display cooking (i.e. Carving).
- (g) Height Premium: Provided as a premium to any Housekeeping classification when required to ascend more than three (3) metres in height.

- (h) 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 days*	4%
3 through and including 9	15 days*	6%
10 through 14	20 days*	8%
15 onwards	25 days*	10%

\* Vacation days are taken in 8-hour increments, except for Employees as outlined in A.01(c) who will take 10- or 12-hour increments (or any other increment established) according to their regular schedule.

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 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 ten (10) months of Full-time service.

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

C.04 Part-time Employees shall receive annual vacation time off as outlined in C.01 above. Part-time Employees will accrue vacation monies as outlined in C.01 above, which excludes gratuities and service charges, and may request their vacation pay up to two (2) times per year. These times will be determined by the Employer and will occur in conjunction with the seniority review period.

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 30<sup>th</sup> of each year and remain posted until March 15<sup>th</sup>. 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<sup>th</sup> the Employer, taking into account operation

requirements, will review the planner and based on classification seniority within the department, 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 30<sup>th</sup>. 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<sup>th</sup>.

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 31<sup>st</sup> 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.

## **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(1<sup>st</sup> Monday in August) *Full-time Employees only*
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day *Full-time Employees only*
9. Christmas day
10. Boxing Day
11. Easter Monday *Full-time Employees only*
12. Employee’s Birthday

Note: It is agreed that all bargaining unit Employees will observe holidays under the same conditions and/or date observed.

D.02 Subject to the exceptions noted in D.01, above, (a) for Full-time Employees, payment for the holiday will be the equivalent of the Full-time Employee’s normal pay for that day, (b) paid holidays will be granted to “active” Part-time Employees in accordance with the Employment Standards Act, 2000.

D.03 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.

D.04 Casual 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 is in excess of 44 hours per week or 88 hours in aggregate for food service departments.)

D.05 A Full or Part-time Employee must work the scheduled day prior and after the holiday in order to receive payment for the day. Likewise, a Full or Part-time 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 bona fide reason.

D.06 Work on a statutory holiday is defined as actual hours worked from 12:01am to 23:59pm.

D.07 Where a celebrated holiday falls within a Full-time Employee’s scheduled vacation period, the eligible Employee may:

- Prearrange an additional day off with pay to be taken immediately preceding or after the Employees scheduled vacation.

- 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 and Part-time Employees who are available for scheduled work (not absent for any reason) except those Employees on an approved vacation.

## **SCHEDULE "E" – 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, in accordance with the terms of the relevant Benefits and/or Pension Plan.

### **PENSION BENEFITS (APPLICABLE TO FULL-TIME AND PART-TIME EMPLOYEES)**

E.02 For the purpose of defining "gross earnings" for pension purposes for those Full-time Employees receiving gratuities, the following maximums shall apply.

Pension Gross Earnings	Year
\$29,500	2003
\$30,500	2004
\$31,500	2005

### **HEALTH & WELFARE BENEFITS**

#### **A. Sick Leave (Full-time Employees Only)**

E.03 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 (6) six sick days per calendar year. These days will be available to be used by the Employee should he/she require the use of sick days as of January 1 of each year. Any Full-time Employee entitled to this benefit, and still in the employ of the Employer as of the last pay period of December of each year, shall be entitled to a pay-out of his/her unused sick leave credits for the calendar year, or he/she may prefer to carry forward the balance for one calendar year.

E.04 An Employee who must be absent on account of illness shall, on a daily basis, inform his/her Supervisor of his/her inability to report to work, unless he/she is required to be off for a longer duration upon the recommendation of a doctor. In the latter case, it is the Employee's responsibility to contact the Supervisor in advance of his/her return to work date. The failure to give adequate notice may be cause for progressive discipline.

E.05 An Employee shall produce, at his/her own cost, an illness form from a medical practitioner in the following cases:

- Any illness in excess of three consecutive working days certifying that the Employee is unable to carry out his/her duties due to illness.
- Where it is suspected that there may be an abuse of sick leave benefits, or where

the Employee has a prior medical history and/or excessive absenteeism, the Employer may require an Employee to submit proof of illness for a period of absence of less than three days.

- Where the Employer requires a doctor's note certifying that an Employee is fit to return to regular duties, the Employer shall reimburse the Employee upon being provided with a receipt from the doctor.

### **B. Short Term Disability**

E.06 For illnesses extending beyond the first six (6) days, Employees will be paid at 75% (including gratuities) of their normal hours at their regular rate up to 124 working days in accordance with the current practice. The current practice is based on eight (8) hours per day, forty (40) hours per week.

### **C. Long Term Illness Benefits**

E.07 The Employer will pay the associated premium rate for Long Term Disability Coverage. The benefit associated with this insurance would be 67% of the Employee's regular rate of pay.

### **D. Group Benefits**

E.08 The Employer agrees to continue to pay 100% of the premiums for life insurance, accidental death and dismemberment, long term disability, major medical and dental plans, subject to the conditions and terms of said plan for the duration of this Agreement.

E.09 Without in any way adding to the Employer's sole obligation to pay the premiums for the plans described in E.07 and E.08 above, a summary of the entitlements pursuant to the plans are set out below.

Life Insurance Coverage		\$40,000
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Dependant Life Coverage	Spouse	\$2,000
	Per child	\$1,000

Semi-Private Hospital room

Paramedical (Chiropractor, Osteopath, Naturopath, Massage Therapist):	\$250/year per practitioner
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Vision Care: \$250 maximum in any 2 consecutive calendar years

Private Duty Nursing

Dental Care: Coverage based on the most current O.D.A. schedule available.

NOTE: Full-time and Part-time Employees who qualify based on Article 2.03 - seniority review will refer to the Benefits Booklet for all relevant plan details.

E.10 Participation in the benefit plans set out in Articles E.07 and E.08 is to be mandatory for all Full-time Employees.

## **SCHEDULE "F" – BANQUET DEPARTMENT**

### F.01 Gratuity/Service Charges

- (a) 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 Waitstaff that worked the function per the current practice.
- (b) 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 per the current practice.
- (c) Gratuities paid to Relief Captains will not impact the share received by wait staff or bartenders.
- (d) The Union, upon request, may verify service charges from the records of the Employer.
- (e) Employer functions (which include all test meals, and Employer 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 (sixty-five) \$65.00 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) Barstaff and waitstaff shall clean all serviced areas 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 Employee's 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 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 and Beverage will receive a gratuity equal to what they would have received without the additional labour.

F.07(a) 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
Liqueurs	50/50

(b) It is understood that Beverage will make and serve the fruit punch and receive 100% of the gratuity. When less than three (3) gallons, the Employer may assign to Waitstaff.

(c) Pop, juice and water shall be set up by Waitstaff when displayed on self-serve stations and they shall receive 100% of the gratuity. This practice will be maintained unless using manned portable bars, then the work and gratuity shall be 100% to the Beverage Employees.

NOTE: It is understood the 100% is from the Employee portion of 75%.

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.

F.10 Whenever possible, the Employer will increase the number of pick-up and debussing areas, in order to protect the health & safety of staff working the event. The actual number and location of pick-up and debussing areas will be dependent on the specific requirements/floor plan of clients.

F.11 When serving a breakfast of less than 20 covers, the Employees will receive a \$65.00 flat rate gratuity plus hourly rate or the gratuity from the price of the menu, whichever is greater.

## **SCHEDULE "G" – CLEANING SERVICES**

- G.01 Subject to the Employer maintaining a qualified and adequate work force to perform work required to be done, seniority Employees will be scheduled in accordance with operational needs and business demands. Employees in the Cleaning Services department will be scheduled off on weekends in accordance with his/her seniority
- G.02 For the purpose of security, the night shift will be provided with two-way communications devices.
- G.03(a) The Employer shall assign a minimum of two (2) Employees to work in the Theatre and Parking garage on the night shift.
- (b) When clearing the garbage route on Front Street, the Employer shall issue radios or other two-way communications devices to the Employees performing this task.
- G.04 Uniforms for female Employees in the Cleaning Services Department shall consist of pants along with the current attire.
- Seniority Employees will be issued an appropriate garment to be worn when Employees are exposed to temperature fluctuations during Event/Show move in and move out periods. This garment will not be used "inside" during VIP/Gala functions and "inside" during the operating hours of Event/Show Days.
- The Employer will have spare garments on hand for Casual Employees who may require them from time to time.
- G.05(a) Training opportunities shall be offered by the Employer in accordance with business needs and operational demands. The Employer shall endeavour to offer Full-time and Part-time Employees training on equipment and/or machinery based on the Employee's reliability.
- (b) A seniority Employee who has been trained, is qualified to be a machine operator, and is available to work day/evening or the night shift will be scheduled in accordance with his/her seniority and preferred shift and paid the machine operator premium rate as per operational needs and business demands.
- If the Employer cannot fill the required shifts due to the preference, the Employer will schedule the qualified Employees in inverse order of seniority.
- Last minute requests from customers that will take under one (1) hour to complete will not apply. However, if last minute work requests are over one (1) hour, the Employer may begin the work with a more junior Employee, but will make every attempt for a senior Employee to do the work.
- G.06 The Employer shall supply rubber boots to workers required to work in areas such as

washing areas.

## **SCHEDULE "H" – PARKING DEPARTMENT**

- H.01 Parking Employees are subject to Article 21 (Cash Handling). Cash shortages and overages in Parking shall be reported by the Employer to the Employee. The Employer will advise the Employee in advance of a payroll deduction due to shortages.
- H.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.
- H.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.
- H.04 For the purpose of security, the night shift will be provided with two-way communication devices.
- H.05 The employer will endeavor to use prepaid parking as often as possible.
- H.06 The inventory of cars parked in the garage shall be completed nightly in conjunction with a Security Patrol Officer as requested by the Employee.
- H.07 Security will increase the number of patrols in the Parking garage at night for safety or security purposes.

## **SCHEDULE "I" – DOCKS DEPARTMENT**

- I.01 It is agreed that all Dock Employees shall be trained and certified in the safe handling of propane at the Employers expense.
- I.02 It is agreed that a minimum of three (3)-trained Employees shall work together when performing drape installation.
- I.03 The Employer will staff the Marshalling Yard as deemed appropriate in accordance with operational needs and previous knowledge of Show volumes. As a safety precaution the Employer will not staff the Marshalling Yard between the hours of 11:00pm and 6:00am. However, if required to schedule Docks Employees on the overnight shift due to operational needs and Show volumes, the Employer will schedule two (2) Employees for the shift between 11:00pm – 7:00am.
- I.04 The Employer recognizes that Drape Installation is a "premium" rate and not a classification and therefore the Employer will schedule seniority Employees (Full-time and Part-time) in accordance with operational needs as follows:

The drape installation assignments will be offered first to Full-time and then to Part-time Employees on a seniority basis (from most senior to most junior), within the department. Should the proper complement of seniority Employees not be achieved, the Employer will assign the drape installation to Part-time Employees then Full-time Employees in reverse order of seniority (from most junior to most senior).

The Employer will provide training in drape installation for all seniority (Full-time and Part-time) Employees on an as required basis.

**SCHEDULE "J" – CONCESSIONS DEPARTMENT**

- J.01 Every effort shall be made to allow a minimum of 2 hours for concession set up.
- J.02 The Employer shall supply the Employees with a vest as part of the Employees' uniform in the Concessions Department

## **SCHEDULE "K" – MAINTENANCE DEPARTMENT**

- K.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.
- K.02 Employees employed on a four day, ten hour schedule, shall be paid the rate of time and one half (1 ½ x) for all hours worked on the 5<sup>th</sup> and 6<sup>th</sup> consecutive day of work and at double time (2X) on the 7<sup>th</sup> day of consecutive work in the same work week.
- K.03 When working with "Zoomboom" high reach equipment, the Employer will schedule a minimum of two Employees. The two Employees will be within visual proximity of each other and on the same floor level.
- K.04 On regular day shifts, the Lead Hand/Building Operator will take his/her lunch break without interruption by passing his/her phone/radio to a Building Operator/Lead Hand who will provide coverage during the Employee's meal break.

During an emergency, all maintenance staff will be required to respond and, and if on lunch, another uninterrupted meal break will be provided later in the shift or the Employee will be paid accordingly per Article A.08(b).

**SCHEDULE "L" – CASH OFFICE DEPARTMENT**

- L.01      The Employer shall provide Full-time and Part-time cashiers with a blazer in addition to their regular uniform.



## **SCHEDULE "M" – STEWARDING DEPARTMENT**

M.01      The Employer agrees to consult with Employees when purchasing personal protective equipment.

## **SCHEDULE "N" – EVENT SERVICES DEPARTMENT**

N.01 Lead hands will be assigned from the scheduled seniority Employees at the beginning of a shift where required based on operational needs and business demands.

However, the Employer will maintain the past practice of providing the daily agenda and maintain the current practice of posting of the weekly operational schedule.

Note: The Event Services Union Steward will be allowed to conduct internal research within the department regarding current practice.



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January 11, 2002 – Amended April 2003

Dear Sirs:

**Re: Revised Letter of Understanding #4 – Banquet Department Scheduling**

Further to the two (2) Full-time Banquet waitstaff meetings held on December 7<sup>th</sup> and 20<sup>th</sup>, 2001, with Management and LIUNA 506. The Employer and Union met on January 10<sup>th</sup>, 2002, and agree the terms and conditions of the existing Letter of Understanding – Banquet Department Scheduling would remain in effect until the expiration of this collective agreement.

- 1.1 Management will divide coffee breaks into two shifts: A.M. (opening to approximately 2:00pm) and PM (2:00pm to closing). Employees would be scheduled different starting times depending on operational requirements.
- 1.2 The four (4) designated waitstaff that serve coffee will be first assigned to AM coffee followed by PM coffee. It is understood that the four (4) designated Coffee Waitstaff may be scheduled to both AM and PM coffee on the same workday.
- 1.3 It is agreed that the four (4) designated Coffee Waitstaff will be assigned Banquet functions once the Full-time Function Staff have been scheduled and they have not completed their normal work week (forty-four (44) hours per week, in aggregate over a two (2) week period eighty-eight (88) hours).

This allowing Casual Employees to be assigned work ahead of the four (4) designated Coffee Waitstaff only when they have been assigned work on coffee, enabling them to reach their non-overtime allotment of hours.

This Agreement in no way takes away from Article A.10 of the Collective Agreement.

- 1.4 Overflow coffee service will be scheduled by seniority.
- 1.5 It is further agreed that the four (4) designated Coffee Waitstaff may have the option to opt out in writing, of the above condition and take their place on the seniority list, which would happen two weeks prior to the posting of the new schedule. Once out, they would not be allowed to opt back in.

It is understood that solely for the purposes of scheduling that the four (4) designated coffee waitstaff are situated at the bottom of the Full-time list.

- 2.1 The preferred order of scheduling Full-time banquet waitstaff by seniority will be: AM Coffee/PM Coffee/Reception/Dinner/Lunch/Breakfast.
- 2.2 If an Employee works the AM Coffee shift, that Employee could be considered available for PM Coffee/Reception and/or Dinner. If an Employee works the PM Coffee shift, that Employee could be considered available for AM Coffee/Lunch/Breakfast.
  - (a) In accordance with 2.2 above, the employer will endeavour to schedule by seniority. The normal work-week for waitstaff shall be forty-four (44) hours per week, in aggregate over a two-week period (88 hours). The normal work week as stated will be for the sole purpose of determining when overtime is applicable and is not a guarantee or limitation of work hours.
  - (b) The Full-time waitstaff who would like a specific day off will advise Banquet Management by making a request by filling out the date on the clipboard within the Banquet Office. The Full-time waitstaff will fill out the clip board request prior to the posting of the new schedule. Banquet Management will endeavour to grant the requested day off in accordance with the Employee's seniority.
  - (c) Last Minute Requests – once the schedule has been posted, the Full-time waitstaff must make his/her request for a day –off in writing.
- 2.3 Employees would have the option of opting out of coffee service, in writing, which would happen two weeks prior to the posting of the new schedule. Once opted out of coffee service, the Employee will remain out for the balance of the six (6) month period.

The Employer will not replace those designated Coffee Waitstaff when they are lost by attrition.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

FOR THE EMPLOYER

FOR THE UNION





April 30, 2003

Dear Sirs:

**Re: Letter of Understanding #5 – Training**

The parties recognize the benefits of a well-trained mobile workforce and the desire to expand the training capabilities of the Union and the Company within the Hospitality Sector.

To this end, the Union and the Company agree to establish a joint Training Committee comprised of two (2) members from the Union, which may include a member from the Union's Training Centre (Ambercroft Training Centre), and two (2) members from the Company.

The Union further recognizes the right of the Company to continue to implement training programs as per past practice and that the sole purpose of the said committee is to develop and implement courses around the Hospitality Sector.

It is further understood that there is no financial obligation or any obligation to participate in any courses developed. Those decisions shall be made by the Employer on a case by case basis.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

FOR THE EMPLOYER

FOR THE UNION