

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, 2012

11092 (05)

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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 in the operation of the business and in providing service excellence to our customers.

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 Definitions – For the purpose of clearly defining employment status and subject to Article 11 - Seniority:
- 2.02(a) A “Full-time Employee” shall be defined as any bargaining unit member that held full-time status as at the end of the January 2010 Status Review or who was hired as a full-time employee at any time thereafter. (2010)
- 2.02(b) A “Part-time Employee” shall be defined as any bargaining unit member that held part-time status as at the end of the January 2010 Status Review or who was hired as a part-time employee at any time thereafter. (2010)
- 2.02(c) “Casual Employee” shall be defined as an Employee who works as needed on a call-in basis and is employed under an agreement whereby s/he may elect to work for a temporary period when requested to do so. Casual Employees hold no seniority.

Exclusions: The following sections shall not apply to Casual Employees:

- Article 11 – Seniority
- Article 13 (Leave of Absence and Bereavement Leave)
- Article 16 (Jury Duty and Crown Witness)
- Article 17 (Canadian Citizenship)
- Article 18 (Reserved Military Service)

- Article 25 (Severance Pay)
 - Schedule “C” – Vacation Benefits
 - Schedule “D” – Statutory Holidays (excl. D.02 & D.04)
- and,
- Schedule “E” – Employee Benefits.
- 2.02(d) “Seniority Employee” – refers to Full-time and/or Part-time Employees.
- 2.02(e) “Service date” – the date upon which the Employee first performed work and/or attended orientation for the Employer. (2010)
- 2.02(f) “Department Seniority” – the date upon which the Employee commenced work within a Department.
- 2.02(g) “Home Department” – the department in which an Employee is based or regularly scheduled to work.
- 2.02(h) “Anniversary date” – as it relates to the determination of vacation benefits for seniority Employees, the date upon which the Employee last achieved seniority status.
- 2.02(i) “Working day” – days of operation excluding Saturdays, Sundays and paid holidays for the purposes of all time limits set out herein.

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, 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. (2010)
 - (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(a) 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.
- 5.01(b) The Employer recognizes that in order to become and remain a member of the Union, an Employee must complete the Union membership card including their Social Insurance Number.
- 5.01(c) The Employer shall assist the Union in obtaining completed membership cards. Employees failing to comply will be considered ineligible to work and their employment deemed to be terminated in accordance with the provisions of this agreement. (2010)
- 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 sorted by Union membership number from whom such wages and initiation fees have been deducted. The Union

shall provide the Employer with each Employee's Union membership number. (2010)

- 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 & Staff Cafeteria	1
Engineering	1
Parking	1
Stewarding	1
Storeroom	1
Cash Office & Retail Food Operations	1 (inclusive)

The Union may select one Steward to act as Chief Steward. (2010)

6.02(a) The Union may appoint a bargaining committee to be comprised of three (3) persons appointed under Article 6.01 and three (3) representatives from the Union. The Employer shall pay each appointed member of the bargaining committee their regular straight time hourly wage up to a maximum of twelve hours per day for each

day spent in negotiations. For employees receiving gratuities, gratuities shall only be paid on shifts lost. (2010)

- 6.02(b) To facilitate the negotiation process, the Employer agrees to schedule all Employees appointed under Article 6.01 to attend negotiations and agrees to pay each appointee a total of twenty-four (24) hours at his/her regular straight time hourly wage for such time. For employees receiving gratuities, gratuities shall only be paid on shifts lost. (2010)
- 6.02(c) It is agreed that any appointed member of the bargaining committee may be replaced at the bargaining table periodically but this shall not impact their pay as outlined in 6.01a.
- 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 All Department Stewards as appointed/elected under Article 6.01 will be reimbursed (including gratuities lost) for up to eight (8) hours pay to attend an education seminar each year. This is provided that the Employer is advised of the topics to be covered and that such topics should be related to labour relations or other topics leading to enhanced labour management relations. The Union will be required to give the Employer three (3) weeks written notice of the date and agenda of the seminar. The Union will provide the Employer with a copy of the signed attendance record for payroll purposes.

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". 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. The Employee, Steward and/or Supervisor should be prepared to present all relevant details known at the time at the meeting. A Steward may be present at this meeting if requested. (2010)

The Immediate Supervisor shall give their decision within five (5) days following the meeting along with an explanation for the decision if additional research was required after the Step 1 meeting was held.

Step 2 – Grievance

Should the Employee not be satisfied with their Supervisor's decision, the Union will submit a grievance in writing to the Department Head within five (5) days from the Supervisor's decision at Step 1. The Employer shall be under no obligation to consider or process any grievance unless such grievance is presented in writing. To expedite the process, the grievance must note the Supervisor and meeting date at Step 1. Failure to do so shall not cause the grievance to be withdrawn. (2010)

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 Union, 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 Union 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 Employees Collective Bargaining Act.
- 8.06(a) Despite the grievance and arbitration process outlined in the Collective Agreement or as deemed to be included in the Collective Agreement under S.7(3) of the Crown Employees Collective Bargaining Act (the "Act"), and notwithstanding Article 8.05(b), the parties may jointly agree to have the grievance heard within thirty (30) days as outlined herein. The parties have agreed to access the following arbitrators, all of whom should be vice-chairs of the GSB on a rotation basis subject to availability:
- | | | |
|-----------------------|---------------|----------------|
| Randy Hammer Abramski | Richard Brown | Joseph Carrier |
| Brian Keller | Loretta Mikus | Barry Stephens |
| Mary Lou Tims | | (2010) |
- 8.06(b) The parties will agree upon a date within the 30 day period, and the party making the request shall so advise the GSB, and provide it with the list of approved arbitrators from which to choose for the applicable date.
 - 8.06(c) The parties may consent to having the matter mediated at any stage in the proceedings. If mediation is not successful the arbitrator will retain jurisdiction to determine the matter by arbitration.
 - 8.06(d) An arbitrator under this expedited system agreed to by the parties shall have the same jurisdiction as an arbitrator appointed under the Act, including the jurisdiction set out under the applicable sections of the Ontario Labour Relations Act (the "LRA") and the Collective Agreement.

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.

10.05 Casual Employees who fail to cancel an accepted shift with at least 36 hours advance notice will be subject to the progressive discipline process as outlined below unless the Employer is provided with a satisfactory reason. A satisfactory reason would be anything that could be substantiated through third party documentation (e.g. medical note, car repair bill, etc.)

Progressive discipline issued in this regard will:

- stay on file for 18 months (2010)
- be issued by mail with a full explanation
- include 3 steps:

1) coach/counsel,

- 2) suspension (or drop to bottom of list for Banquet/Beverage departments only); and,
- 3) termination

Note that if subsequent meetings are required, the Employee will only be paid for actual time spent in the meeting.

Article 11 – Seniority

11.00 Subject to the definitions outlined in Article 2, the following shall apply:

- 11.01(a) An individual hired on a Full-time or Part-time basis will be considered on probation until s/he has completed three (3) calendar months work from the first day of work. Upon completion of his/her probation period, such Employee will be credited with seniority on the date on which his/her probation period commenced.
- 11.01(b) Full-time and Part-time Employees who, by virtue of the process outlined in Article 11.02 below 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 three (3) months.
- 11.01(c) Employees hired on a casual call-in basis shall serve a probation period representing the lesser of twenty (20) shifts worked and/or three (3) calendar months from the first day worked.
- 11.01(d) 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 s/he has performed a minimum of 600 hours work within the home department.
- 11.01(e) The Employment of an Employee may be terminated by the Employer during the probationary period.

11.02 EMPLOYEE STATUS

11.02(a) Full-time Employees

Notwithstanding Article 2.02a, the total full-time complement is comprised of 204 employees in accordance with the departmental complement noted below:

Banquets = 36	Beverage = 5	Cash Office = 1
Cleaning Services = 27	Docks = 15	Engineering = 15
Event Services = 24	Kitchen = 21	Parking = 15
Retail Food Operations = 10	Staff Cafeteria = 2	Stewarding = 29
Storeroom = 4		

Where the actual number of full-time employees exceeds the departmental complement, this shall be managed down to the above-noted number through attrition.

When the number of employees in a department drops below the departmental complement, such vacancies will be posted in accordance with Article 15. (2010)

11.02(b) Part-time Employees

Notwithstanding Article 2.02b, the total part-time complement is comprised of 24 employees in accordance with the departmental complement noted below:

Banquets = 3	Beverage = 1	Cash Office = 1
Cleaning Services = 3	Docks = 2	Engineering = 0
Event Services = 3	Kitchen = 0	Parking = 3
Retail Food Operations = 2	Staff Cafeteria = 0	Stewarding = 5
Storeroom = 1		

Where the actual number of part-time employees exceeds the departmental complement, this shall be managed down to the above-noted number through attrition.

When the number of employees in a department drops below the departmental complement, such vacancies will be posted in accordance with Article 15. (2010)

11.02(c) Casual Employees

In order to maintain Casual status, an Employee must have worked a minimum of 10 shifts in the previous calendar year. For the purpose of this provision, hours worked and/or paid will include the following: all hours worked in the home department.

Casual Employees who have not worked a minimum of 10 shifts and for whom shifts would have been available within the previous calendar year will be placed at the bottom of the call-in list. Note: For 2010, the minimum will be 6 shifts.

Casual Employees who were offered shifts within their availability but have not worked for the Employer for a period of six (6) consecutive months will be deemed to have resigned their employment and have their name removed from the call-in list. (2010)

11.02(d) On an annual basis following the completion of the last pay period of the year, the Employer shall perform an “hours review process” for all Part-time and Casual employees to determine their eligibility under Article E.11 as well as determining the appropriate status of Casual Employees for the next calendar year. (2010)

- 11.02(e) A seniority Employee may elect in writing to opt out of their current status as a Full-time or Part-time Employee by signing the existing waiver form. In this event, the Employee shall receive credit for his/her accumulated department seniority and shall therefore be placed at the top of the department Part-time or Casual list accordingly. (2010)
- 11.02(f) 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.
- 11.03(a) Separate seniority lists will be established for Full-time Employees and Part-time Employees setting out "service date" and "department seniority". (2010)
- 11.03(b) The Employer will prepare and maintain a list of Casual Employees by department setting out their "service date" together with their classification. In the case where more than one (1) Employee holds the same service date, his/her ranking on the call-in list will be determined alphabetically by the Employee's last name.
- New Casual Employees will be added to the call-in list throughout the year based on their orientation/"service date".
- 11.03(c) The Employer shall post the revised departmental seniority/service lists every twelve (12) months by end of February at the latest and provide the Union with a copy.
- 11.03(d) An Employee shall be entitled to dispute the accuracy of his or her seniority/service, as shown on any departmental seniority/service list posted pursuant to this Article, by filing a written notice with Human Resources and setting out therein the grounds of his or her challenge within thirty (30) calendar days of the posting.
- If an Employee was on an approved leave of any kind (i.e. vacation, STD/WSIB, personal leave, etc.) during the entire posting period, the Employee will have 5 calendar days upon his/her return in which to file a challenge.
- If the dispute is not resolved to that Employee's satisfaction, he or she may file a grievance pursuant to Article 8.
- 11.03(e) 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/service list which has been posted.
- However, where an Employee has previously filed an unsuccessful dispute and new evidence becomes available, s/he shall be entitled to appeal the original decision.

- 11.03(f) 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.
- 11.03(g) When an Employee is transferred to another department, their "service date" shall remain unchanged, but s/he will be placed at the bottom of the new department's Full-time or Part-time seniority list accordingly. (2010)

11.04 LOSS OF SENIORITY

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

- (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 it 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.

11.05(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.

11.05(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.

Article 12 – Department Closure or Job Classification Elimination

- 12.01(a) 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.
- 12.01(b) 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.
- 12.01(c) 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 s/he is qualified. Employees who are not recalled shall receive severance;
- or,*
2. Elect to receive severance and be removed from the seniority list.
- One of the above must be selected by the affected Employee no later than ten (10) calendar days prior to the change.

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, if time permits. Personal leave used for reasons other than what was intended, would be grounds for termination for cause.
- Employees not returning from a personal leave as scheduled will be terminated for cause unless due to extenuating circumstances beyond their control.
- 13.01(b) Article 11.02d 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 loss of 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 When an Employee requires time off due to a death in their immediate family the Employer shall provide paid time off for any hours lost as outlined below. (2010)
- a) 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.
 - b) A Full-time Employee will be provided four (4) regularly scheduled days off with pay for Bereavement if taken within ten (10) days of the death of their parent (father/mother), spouse, child, brother and/or sister.
 - c) 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 of their “parent-in-law”, “brother-in-law”, “sister-in-law”, grandparent, ward and/or guardian.
 - d) Part-time Employees will be provided an unpaid leave of absence with the same timeframes.
 - e) 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 – Health & Safety

- 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 all Employees employed in the Event Services, Engineering, Cleaning

Services, Stewarding, Retail Food Operations, Docks, Kitchen, Staff Cafeteria, Parking, Stores, Bar Porter classification and any other departments as determined by Health & Safety Committee, wear safety shoes of the style, colour and quality approved by the Employer. (2010)

- 14.02(b) Each of the aforementioned Full-time and Part-time Employees will be entitled to an annual allowance of \$130 to purchase one pair of safety shoes. (2010)

Safety shoes worn out due to operational demands shall be replaced upon approval of the Department Manager and return of the worn out pair of safety shoes to the Employer.

Seasonal Shoes will be provided to Full and Part-time Employees in Engineering, Docks, Parking and Cleaning Services who are scheduled for outside work up to value of \$150 for the initial pair and will be replaced as per current practice for worn/damaged safety shoes. (2010)

- 14.02(c) 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.

If the Employee prefers to purchase his/her safety shoes from another source, they may do so and will be reimbursed within 5-10 business days upon providing proof of purchase and upon verification by the Department Manager.

- 14.02(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 (incl. gratuities where applicable) for the balance remaining of his or her shift. (2010)

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.

14.06 Back braces: If a seniority Employee's treating physician prescribes the use of a back brace/support to perform his/her regular duties, the Employer will reimburse the Employee for the purchase up to a maximum of \$75 upon providing proof of purchase and a copy of the medical note/prescription. If the back brace/support is worn out, the Department Manager may approve the purchase of a replacement when the Employee brings in the old one.

Article 15 – Job Opportunities

15.01(a) 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. (2010)

15.01(b) In filling vacancies, the Employer shall give preference to applicants within the home department provided they have the necessary skill **and** ability to perform the essential duties of the position. Where more than one qualified candidate applies, then seniority shall be the deciding factor. (2010)

15.01(c) Where no Employee within the home department applies for the position, then the Employer shall consider other qualified internal candidates within the bargaining unit before considering external applicants. (2010)

15.01(d) In the essence of time but subject to the requirements of 15.01(b) and (c), available positions may be posted internally and externally concurrently. (2010)

15.01(e) Automatic posting shall not be required for positions "held" for employees on WSIB / LTD. These positions will be posted when such leave exceeds 2 years. If such an Employee should be deemed capable of returning to their regular duties, the Employer shall return them to work at their original status and manage back to the

departmental complement outlined in 11.02(b) and (c) through attrition. (2010)

- 15.01(f) Vacancies in the Kitchen and Engineering departments may be deferred for no more than 1 year from the time the position became vacant. (2010)
- 15.01(g) When an Employee successfully makes such an application, s/he cannot apply for any other posting of a new job or permanent vacancy for a period of one (1) year thereafter. (2010)
- 15.02 An Employee who applies for a posted vacancy and/or new job and is unsuccessful shall be given the reasons in writing upon request. (2010)
- 15.03 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.
- 15.04 When an Employee is transferred to another classification or department, s/he shall be permitted a sixty (60) working shift 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.

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.
- 20.01(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 s/he will notify the Employee concerned in accordance with the Employer's Cash Handling Policy.
- 20.01(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.
- 20.02(b) If an Employee must leave their station, his or her cash float must be locked away.

- 20.02(c) Any person relieving an Employee shall be supplied with his or her own cash float.
- 20.03 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.
- 20.04 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.

Casual Employees who work at least once per week (excluding Banquets) will be provided with 2 sets of uniforms. Banquet Casuals shall continue to receive 1 set per year. Employees shall return an equal number of old uniforms when new uniforms are issued. (2010)

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.

- 21.01(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.

Casual Employees in Beverage, Kitchen and Stewarding are not assigned a specific uniform to maintain but will be provided with a clean uniform on the day the Employee has accepted a shift. Hence the deposit is \$25.00 (for the ID badge) which shall be deducted from the Employee's pay cheque at a rate of \$10 per pay to a maximum of \$25. (2010)

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

- 21.01(c) Each department will supply Employees with uniforms in accordance with this agreement on an annual basis. Each department will determine the specific month(s) in which to do so and notify their Employees accordingly. However no employee entitled to uniforms in

accordance with this agreement shall go more than 12 months without receiving new uniforms. (2010)

21.01(d) 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.

21.02(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.

For Employees in Engineering, Docks, Parking, Cleaning Services and Storeroom, such protective outerwear shall be determined by the Department and all Seniority Employees shall receive one full set to be replaced as required.

21.02(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. badge while on the premises. Casual Employees will be required to provide a refundable security deposit for their I.D. badge (included as part of the deposit in Article 21.01(b)). Where an I.D. badge needs to be replaced due to damage or theft, upon proof of 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.

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

21.04(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 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, s/he will be issued with new uniforms in accordance with this Article.

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.
- 22.01(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. Minutes will also be posted on Bulletin Boards. (2010)
- 22.01(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.
- 22.01(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.
- 22.02 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 23 – 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 24 – General Provisions

- 24.01 The hours of the cafeteria will be posted including any changes thereto.
- 24.02 The Employer will provide suitable locker space for all Full-time and Part-time Employees. Casuals with special work requirements or those who work regularly may be assigned a locker upon request by the Department Manager. Lockers shall be maintained in good repair and cleaned regularly provided they are accessible.
- 24.03(a) The Employer shall provide parking for all Employees on shift at MTCC, at the following rates:
- | | | |
|------------------|----------------|--------|
| Year 1 (2010) at | \$7.00 per day | |
| Year 2 (2011) at | \$7.25 per day | |
| Year 3 (2012) at | \$7.50 per day | (2010) |
- 24.03(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 is as follows:
- | | | |
|-------------|--------------------|--------|
| Year 2010 = | \$100.00 per month | |
| Year 2011 = | \$105.00 per month | |
| Year 2012 = | \$110.00 per month | (2010) |
- The passes are not transferable.
- 24.03(c) All Employees who park on MTCC premises shall adhere to the Parking rules and regulations outlined in the MTCC Parking Policy. Employees shall park in the designated areas of the North and South building as determined by the Employer at time of ratification.
- 24.03(d) Based on operational needs and business demands, MTCC may impose up to a maximum of 18 “Parking Blackout Days” when Employees are not allowed to park on premises.
- Employees scheduled to work on such days who are yearly parking pass card holders under 25.03b will receive a pro-rated rebate through payroll in the month following the parking blackout day.
- Note: This parking restriction would only occur when large MTCC events may be negatively affected by a lack of on-site parking. On these occasions, Employees will be provided with a minimum of 2 weeks notice of the no parking restriction.
- Pro-rated rebate for monthly parkers will be based on an average of 16 work days per month.

- 24.04(a) Employees are required to scan in and out and follow all other timekeeping requirements.
- 24.04(b) Employees scanning in prior to their start or finish time will be considered on their own time, unless approved by a Department Head.
- 24.04(c) The timekeeping system will automatically dock an Employee's pay when scanning in 3 minutes after the scheduled start time and at 15 minute intervals thereafter. The Kronos system will be calibrated on a weekly basis at a minimum. (2010)
- 24.05 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 \$35.00. Receipt must be completed in full by taxi driver including cab # and fare amount and be submitted within 30 days of event to qualify for reimbursement. (2010)
- 24.06(a) The Employer shall provide a meal to all Employees in Banquets, Beverage, Cash Office, Retail Food Operations, Event Services, Kitchen, Staff Cafeteria, Stewarding and Storeroom as per past practice.
- 24.06(b) The cost of meals for 2010 shall be \$6.25. This rate shall increase to \$6.50 on January 1, 2011 and \$6.75 on January 1, 2012. (2010)
- 24.07(a) Wages paid or direct deposits shall continue as per the current pay schedule.
- 24.07(b) All Employees currently on direct deposit shall remain as such and all pay for new Employees will be handled through direct deposit.
- 24.07(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.
- 24.08 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.
- 24.09 Employees will not be required to use vacation days when requesting days off.

Article 25 – 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”	Retail Food Operations Department
Schedule “K”	Engineering Department
Schedule “L”	Cash Office Department
Schedule “M”	Stewarding Department
Schedule “N”	Event Services Department
Schedule “O”	Storeroom Department

Letters of Understanding


Article 26 – Duration

26.01 The agreement shall become effective on the 1st day of January 2010 and shall, remain in force and effect and shall not be re-openable, save and except as otherwise herein expressly provided, until the 31st day of December 2012, 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. (2010)

26.02 Notice that amendments are required shall only be given during the period of not more than three (3) months and not less than one (1) month prior to the 31st day of December 2012 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. (2010)

Dated at Toronto on the date first above written:

FOR THE EMPLOYER



Esther Lee

Kevin Yurgyan

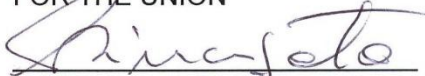
Keena Lupi

Kevin Miller

Bedar

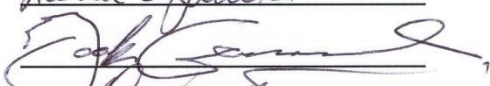
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FOR THE UNION



Michael Bettencourt


Maria Ejinola



R. Smith

V. Samuel

Amia Mims

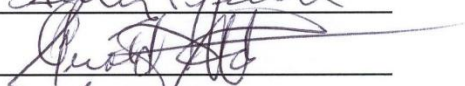


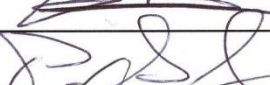
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Bryant


George O.

Shelby B.









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.

- (a) The normal workweek for all 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 in Banquets, Beverage, Cash Office and Retail Food Operations 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 Non-overtime work assignments shall be assigned on a seniority basis, within the department, first to Full-time Employees, then Part-time Employees and then Casual Employees.

A.03(a) Full and Part-time seniority Employees will be scheduled based on operational needs and business demands as required during the workweek it being understood that the Employer will endeavour to provide consecutive days off whenever possible in keeping with seniority.

Note: The Engineering department will maintain the past practice regarding scheduled days off.

A.03(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.

- A.03(c) 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.
- A.03(d) Weekly work schedules shall be posted by 3:00pm on Thursday of each week.
- A.03(e) The Employee shall provide a primary and secondary contact number where the Employer is most likely to reach him/her regarding available shifts and/or leave messages.

When calling Employees, if an answering machine is available, the Employer will leave a message outlining caller's name, date/time of call and shift available on the last number dialed.

Should the employee not provide up-to-date contact numbers, the Employer will not be held responsible for failing to leave a message and the Employee will be expected to report for work in accordance with the schedule. (2010)

- A.04(a) 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. This notwithstanding, the Employer shall not assign work to Casual Employees unless:
 1. Seniority Employees have been scheduled for their normal workweek as outlined in A.01; or
 2. Seniority Employees have been scheduled for their maximum non-overtime hours for the day as outlined in A.01; and
 3. In any event, Casual Employees (excl. Banquet Casuals) shall not be scheduled for longer shifts than seniority Employees working the same day/shift. If extra hours are available on a shift, they shall be offered to seniority Employees on shift first whether they represent overtime or not. (2010)

- A.04(b) Casual Employees shall provide the Employer with periodic updates of their anticipated availability in writing and the Employer will schedule Casual Employees accordingly. (2010)

The Employee may provide up to two contact numbers where the Employer is most likely to reach him/her regarding available shifts and/or leave messages. (2010)

The Employer is under no obligation to call an Employee if s/he fails to provide their availability in writing. (2010)

Casual Employees refusing all scheduled shifts offered over the course of four (4) consecutive weeks shall be required to provide the Employer with their updated availability upon notice from the Employer. Until the Employee provides their updated availability, the Employer shall be under no obligation to schedule the Employee. (2010)

Where the Employee has failed to update their contact information and the Employer is therefore unable to contact the Employee to offer shifts as outlined above and/or where the Employer has tried to contact the Employee by phone and in writing but has had no response from the Employee for a period of six months, the Employee shall be deemed to have resigned their employment and shall be removed from the call-in list. (2010)

- A.04(c) Notwithstanding A.04b and in order to accommodate A.03c, the Employer will schedule seniority Employees based on preference of shift and/or days off and then fill in the remaining shifts from the most senior to the most junior Employee. In the event that a Casual Employee refuses an available shift, the Employer shall continue through the balance of the call-in list before offering another shift to that Employee.
- A.04(d) Due to the nature of the business 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.
- When calling Employees, if an answering machine is available, the Employer will leave a message outlining caller's name, date/time of call and shift available.
- A.04(e) Casual Employees "schedule" will be posted by 5:00pm Friday of each week.
- A.05 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.06 The Employer will provide a minimum of 12 hours off between shifts unless the Employee is amenable to a lesser amount. In the event that the Employee is required to work with less than 8 hours off between shifts, then the difference between the shift start and 12 hours will be paid at the applicable overtime rate as per A.13. This article does not apply to Wait staff.
- A.07 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.08(a) Employees will be granted a thirty (30) minute unpaid meal break in each eight (8) hour shift.

- A.08(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.
- A.08(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.
- A.08(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.
- A.08(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.09 Cross Training Employees:

For the purposes of maximizing the non-overtime work week, Seniority Employees may pick up hours in other non-home departments by advising that Department of their availability in writing by signing up on the Department's posting by 10am Friday. Seniority staff will be scheduled following the order in which they signed up. There will be no bumping back from such shifts once accepted.

Due to liability issues, the following exceptions apply to Employees wishing to pick up shifts:

- Employees may not pick up shifts in Beverage with the exception of the Bar Porter role.

Only Employees whose home department duties currently involve cash-handling will be allowed to cross-train into other cash-handling positions (i.e. Cash Office, Parking, Retail Food Operations – cashier role only). (2010)

The Employer and Union agree that Employees who choose to exercise this option of accepting work in a non-home department will acknowledge that s/he will adhere to all departmental operational standards, policies and procedures, or be subject to the Employer's progressive discipline procedure.

A.10 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 Employees will receive not less than three (3) hours pay. Employees in the Engineering department are exempt from this clause. (2010)
- (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 / Supervisor as outlined in A.10(b). (2010)
- (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.11 Call-Back Allowance (Banquets/Beverage 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.

A.12 Probationary Employees may be scheduled for up to a maximum of 24 hours for training purposes regardless of their position on the call-in list.

Such training will be conducted by Supervisors, however, based on operational needs and business demands an Employee Trainer may be assigned to assist.

Such training hours will not impact the number of Employees normally scheduled.

OVERTIME

- A.13(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.
- A.13(b) Overtime opportunities shall 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 overtime assignment to Part-time Employees, then Full-time Employees in reverse order of seniority (from most junior to most senior).
- A.14(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.
- A.14(b) Overtime for Casual Employees described under Schedule A.01(a) will be paid in excess of 40 hours per week.
- A.14(c) In the case of all seniority Employees as described under Schedule A.01(b) overtime will be paid on hours worked in excess of 88 hours over a two-week period.
- A.14(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, 2010	JAN 1, 2011	JAN 1, 2012
Engineering	Building Operator	\$31.87	\$32.49	\$33.38
	Assistant Building Operator	\$24.59	\$25.07	\$25.76
	Painter 1/Tradesperson	\$31.87	\$32.49	\$33.38
	Painter 2	\$26.27	\$26.78	\$27.52
Parking	Attendant	\$17.80	\$18.15	\$18.65
	Night Attendant	\$19.34	\$19.72	\$20.26
Retail Food Operations	Attendant	\$17.18	\$17.51	\$18.00
Staff Cafeteria	Attendant	\$17.18	\$17.51	\$18.00
Cash Office	Cashier	\$17.18	\$17.51	\$18.00
Stewarding	Pot Washer	\$19.09	\$19.46	\$19.99
	Steward	\$18.09	\$18.44	\$18.95
Cleaning Services	Show Cleaner	\$17.79	\$18.14	\$18.64
	Facility Cleaner	\$20.26	\$20.65	\$21.22
	Window Cleaner	\$20.57	\$20.97	\$21.55
Docks	Dockhand	\$21.98	\$22.41	\$23.03
Event Services	Houseperson	\$24.39	\$24.86	\$25.55
Beverage	Bartender	\$16.67	\$16.99	\$17.46
	Porter	\$14.97	\$15.26	\$15.68
Banquets	Waitstaff	\$10.90	\$11.11	\$11.42
Kitchen	Apprentice	\$16.71	\$17.04	\$17.50
	Second Cook	\$18.57	\$18.93	\$19.45
	First Cook	\$21.15	\$21.57	\$22.16
	Saucier	\$23.97	\$24.44	\$25.11
	Chef de Partie	\$27.35	\$27.89	\$28.65
Purchasing	Storeroom Clerk	\$17.96	\$18.31	\$18.82

(2010)

- (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 ¹	- \$1.00	
(b) Night Shift Premium ²	\$1.50	
(c) Closing Crew Rate ¹	\$3.20	
(d) Black Out Drape Rate ¹	\$3.60	(2010)
(e) Machine Operator Rate ¹	\$1.20	
(f) Lead Hand Premium ²	\$2.50	(2010)
(g) Carving Rate ¹	\$4.50	(2010)
(h) Height Premium ²	\$2.20	
(i) Heavy Cleaner Rate ¹	\$1.50	(2010)
(j) Trainer Premium ²	\$1.00	
(k) Retail Food Operations Set Up/Tear Down ²	\$1.00	

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:

- (b) 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. The night shift premium does not apply to the following departments/classifications Banquet, Beverage, Facility Cleaner and Night Parking Attendant.
- (c) Closing Crew Rate: This rate is applied to the Banquet classification rate where Banquet Employees are required to close a banquet-related function.
- (d) Black out Drape Rate: This rate is applied to the Dockhand classification when trained Dockhand Employees are involved in hanging blackout drape.
- (e) Machine Operator Rate: This rate is applied to the Facility or Show Cleaner classification when trained Employees are using ride-on cleaning equipment. (2010)

- (f) **Lead Hand Premium:** Employees may be appointed by the Employer to provide hands-on job supervision or direction 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 provided they have the necessary skill, ability, competence, efficiency and reliability to perform these duties. It is further understood that Leadhands would have no additional rights under this agreement and in particular hours of work.

Any Employee appointed to be Leadhand for over 4 hours will receive the Leadhand premium for the scheduled shift.

Note: If the Employer determines, based on operational needs and business demands, that a Leadhand is required for less than three hourly Employees, the Employer may appoint a qualified Employee and pay them for all hours so worked as noted.

- (g) **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 / Oyster Shucking). (2010)
- (h) **Height Premium:** Provided as a premium to any Housekeeping classification when required to ascend more than three (3) metres in height.
- (i) **Heavy Cleaner Rate:** This rate is applied to the Show Cleaner classification when removing heavy material from shows.
- (j) **Trainer Premium:** This rate applies to qualified Employees who assist Supervisors in training probationary Employees. This opportunity will be offered by seniority if accepted. Qualified Employees will be selected by the Department in conjunction with Human Resources.
- (k) **Retail Food Operations Set-up/Tear Down –** This rate is applied to designated Set-up/Tear Down hours regardless of location.

Schedule C – Vacation Benefits

For purposes of calculating vacation entitlements, the Employer is prepared to recognize an Employee's most recent anniversary date of Full-time or Part-time status for the purpose of calculating vacation days and gross pay as set out in section C.01. For the purpose of clarity, "anniversary date" means the last date upon which an Employee moved up from "Casual" to either Full-time or Part-time status. For further clarity, Employees may "move" between Full-time and Part-time status without affecting their anniversary date.

The parties agree that the Employer's existing practice with respect to the pay out of vacation pay upon change of status between FT and PT (and vice versa) will continue. For the purpose of clarity, it is agreed that upon such change in status, an Employee shall be paid out any accrued vacation pay.

Employees who move from Full-time or Part-time status to that of "Casual" will forfeit their accruing anniversary date and entitlements. In accordance with section C.05, Casual Employees are not entitled to any vacation days, but rather only to vacation pay calculated at the rate of 4% of gross earnings. Any Employee who moves up or returns to Full-time or Part-time status from that of Casual status will be given a "new" anniversary date for the purpose of defining vacation benefits.

Per Article C.04, Part-time Employees may continue to request a pay-out of accrued vacation entitlements twice per calendar year. In this regard, Part-time Employees have 2 options – they may request a monetary pay-out or they may request paid time off (based on the entitlements set out in section C.01).

C.01 All Full-time and Part-time Employees shall receive annual vacation with pay as follows:

# of Anniversary Years	Vacation Days Granted	% of gross pay
0 – 2 years of service	10 days*	4%
3 through and including 9	15 days*	6%
10 through 14	20 days*	8%
15 through 25	25 days*	10%
26 onwards	30 days*	12%

* 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.

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 may elect to forgo vacation days and may request vacation pay up to two (2) times per year as either a monetary pay-out or paid time off.
- C.05 Employees engaged on a Casual basis will not be entitled to an annual vacation day accrual however they will be provided vacation pay paid on each pay period based on 4% for all hours worked (excluding any gratuities/ service charges).
- C.06 A blank vacation planner will be posted in each department on January 30th of each year and remain posted until March 15th. Employees wishing to take their vacation days at a particular period shall indicate on the vacation planner the period desired and their name. On or about March 16th 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 30th. The Employer will make best efforts to ensure that Employees receive the vacation time slot that they requested. The finalized vacation planner will be posted by May 15th.
- C.07 Seniority Employees wishing to receive vacation pay in advance of their time-off must provide a vacation request one pay period in advance.
- C.08 Full-time Employees may carryover vacation days and applicable vacation pay of one year's vacation for a period ending December 31st of the following calendar year.
- Any carryover vacation days remaining at the end of the aforementioned period will be lost. Any carryover vacation pay not used will be paid on the last pay in December.
- 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. Family Day (2010)
 3. Good Friday
 4. Easter Monday Full-time Employees only
 5. Victoria Day
 6. Canada Day
 7. Civic Holiday(1st Monday in August) Full-time Employees only
 8. Labour Day
 9. Thanksgiving Day
 10. Remembrance Day Full-time Employees only
 11. Christmas day
 12. Boxing Day
 13. 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) Full-time Employees not working the holiday will be paid holiday pay equivalent to the Full-time Employee's normal pay for that day;
 - (b) "active" Part-time Employees not working the holiday will be paid holiday pay in accordance with the Employment Standards Act, 2000;
 - (c) "active" Casual Employees not working the holiday will be paid holiday pay (excl. Employee's birthday) in accordance with the Employment Standards Act, 2000.
- D.03(a) If a Full-time Employee works on a designated holiday, they will receive pay at the rate of 1.5 times the Employee's normal rate of pay for all hours worked plus (8) hours straight time pay.
- D.03(b) A Part-time Employee who works on a designated holiday will receive pay at the rate of 1.5 times the Employee's normal rate of pay for all hours worked plus regular hours based on the average regular hours worked per day in the four (4) weeks prior to the designated holiday.
- D.04 Casual Employees are not eligible for holiday pay when working on a statutory holiday.
- 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 0001 hours to 2400 hours.
- 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
\$35,500	2010-2012

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 s/he 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 s/he 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 s/he 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 of three or more 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
Dependant Life Coverage	Spouse	\$2,000
	Per child	\$1,000
Semi-Private Hospital room		
Paramedical (Chiropractor, Osteopath, Naturopath, Massage Therapist):		\$250/year per practitioner
Vision Care:		\$300 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 11.02 - 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.

E.11 PART-TIME/CASUAL EMPLOYEES

While retaining Part-time/Casual status as applicable in their home department, Part-time/Casual Employees who accumulate at least 1200 hours during each 12-month status review period through cross-training will be provided with the following:

Short Term Disability benefits as outlined in E.06. Approved Short Term Disability claims are subject to a six (6) day unpaid waiting period.
Group Benefits as outlined in E.08, E.09 and E.10.

Schedule F – Banquets

A. Scheduling

- F1.0 Notwithstanding Schedule A, the following shall apply with respect to scheduling of Banquets/Beverage Employees:
- F1.01 The Employer will schedule Banquet/Beverage Employees in seniority order to maximize their regular hours in accordance with the requirements of this Schedule.
- F1.02 The Employer will follow the preferred order of scheduling for banquet waitstaff by seniority as noted: AM Coffee (opening to approx. 1pm), PM Coffee (1pm to closing), Reception, Dinner, Lunch, Breakfast. (2010)
- F1.03 Employees scheduled to work the AM Coffee shift may also be considered available to work PM Coffee, Reception and/or Dinner. Employees scheduled to work the PM Coffee shift may also be considered available to work AM Coffee, Lunch and/or Breakfast.
- F1.04 On June 1st and December 1st Employees may advise the Employer in writing of their decision to opt out of coffee service for the six (6) month period commencing on or around July 1st or January 1st respectively.
- Once opted out of coffee service, the Employee will not be scheduled for coffee service until the Employer is notified of their wish to opt back in to coffee service. Such notice shall be provided in writing in accordance with the dates noted above. (2010)
- F1.05(a) Seniority Employees in Banquets or Beverage 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 seniority Employee will fill out the clip board request by noon Wednesday of the prior week in advance of the posting of the new schedule. Banquet Management will endeavour to grant the requested day off in accordance with the Employee's seniority. (2010)
- F1.05(b) Last Minute Requests – once the schedule has been posted, seniority Employee in Banquets or Beverage must make their request for a day off in writing.
- F1.06 Due to the nature of the business, same day call ins may occur in which case the Employer will use the seniority list **from the most senior to the most junior** to bring in the first contacted and available Employees.

When calling Employees, if an answering machine is available, the Employer will leave a message outlining caller's name, date/time of call and shift available on the last number dialed with the understanding that the Employer cannot await a return call. (2010)

F1.07 Casual Booking Process

a) Event Postings:

- Based on event bookings, the Department shall post sign-up sheets in order to obtain the anticipated number of Casual staff required to service those events by day and meal period.
- Postings are done semi-annually typically in January and August for the upcoming Banquet season.
- New business finalized outside the semi-annual posting period and/or amendments to previously posted pieces of business are updated no later than 6pm each Thursday.
- Periodically, postings may be done for last minute business and/or increases in event guarantees received from the client.

b) Posting Process & Information:

- Using the Casual Verification Sheet, the Department shall post an appropriate number of names in order to achieve the proper complement of staff for each meal period. Additional names may be posted if required to achieve the necessary staffing levels.
- Postings shall note the date and time of printing/posting and number of staff required.
- Updated posting information will be included on the Casual booking line (ext. 8188) on a weekly basis by 6pm each Thursday and outlined the events posted, relevant start times, availability and advance notice cancellations. Postings included in the recording shall not be taken down for at least 24 hours and in any case not before 6pm Friday.
- When only a few staff are required, staff are contacted by telephone starting with at the top of the Casual Verification Sheet rather than posting.
- When the required number of staff has been achieved, the posting is taken down with the Banquet Manager noting the date and time of removal along with their initials.
- If the required number of staff has not been achieved and/or for particularly busy events, Banquet Management will create a working copy of the posting and attempt to contact staff by telephone starting with first name that was not posted.
- When a posting has been taken down and staff are still required, bookings will be accepted via the Casual booking line.
- The Department will contact employees to cancel them on events that are overbooked within the schedule week.

(2010)

F2.0 Staffing Guidelines

The Employer will use the guideline provided herein to determine the appropriate staffing levels of Banquet/Beverage staff. These guidelines may be adjusted up or down for the purposes of addressing the specific needs of MTCC's customers and/or the service requirements of the event and in keeping with the Employer's goal to manage labour costs. (2010)

- F2.01 Wait staff are assigned 40 anticipated covers per pair of Employees.
- F2.02 Wait staff are assigned to receptions on the basis of one wait staff per 75 anticipated guests.
- F2.03(a) Wait staff are assigned to continental breakfasts served at rounds on the basis of one wait staff per 60 anticipated guests.
- F2.03(b) Wait staff are assigned to self-serve continental breakfasts on the basis of one wait staff per 75 anticipated guests.
- F2.03(c) For coffee service (excl. themed breaks) only, wait staff will be assigned on the basis of one wait staff per 200 anticipated covers.
- F2.04 Wait staff are assigned buffet functions on the basis of one wait staff per 40 anticipated guests (including Buffet servers).
- F2.05 Wait staff are assigned box lunches on the basis of one wait staff per 75 anticipated guests.
- F2.06 Wait staff are assigned to paper product or paper product/china mix service on the basis of one wait staff per 50 – 60 anticipated guests.
- F2.07 To cover absenteeism and no-shows, one extra Employee will be scheduled automatically when setting up for 1,000 covers. A second Employee will be scheduled at 1,500 covers and a third at 2,000 covers. One extra Employee will be added for each additional 1,000 covers thereafter.
- F2.08 Bartenders are assigned to host bars on the basis of one bartender per 100 anticipated customers. The Employer may increase or decrease the number of staff scheduled depending on the specific requirements of the function. (2010)
- F2.09 Bartenders are assigned to cash bars on the basis of one bartender per 150 anticipated customers. The Employer may increase or decrease the number of staff scheduled depending on the specific requirements of the function. (2010)

F2.10 Bartenders are assigned to beer/wine service on the basis of one bartender per 200 anticipated customers.

F2.11 The Employer shall use the following guideline to assign Porters:
1 to 3 Bartenders = 1 Porter
4 to 6 Bartenders = 2 Porters
7 to 9 Bartenders = 3 Porters
Etc.

Note: It is understood that if all Porters and Bartenders have had opportunity to sign up for or have been offered work, the ratio may not be maintained. (2010)

F3.0 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) Bar staff and wait staff 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.

The appropriate number of staff required for closing **after French Service** shall be based on a maximum of 60 covers per Employee.

The Employer may **increase or decrease the number of staff assigned** this pool to handle closing duties and shall endeavour to assign closing duties by seniority. (2010)

B. Gratuity Distribution

F4.1(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 Wait staff that worked the meal period per the current practice. (2010)

- F4.1(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 Bar staff working functions that day per the current practice. (2010)

Gratuities for all Beverage Employees working will be pooled daily and paid as per current practice.

- F4.1(c) Gratuities for all Banquet Employees working during a meal period will be pooled across that meal period with each Employee receiving an equal share of that pool.

Gratuities will be pooled by meal period for distribution as follows: Coffee – am, Coffee – pm, Breakfast, Lunch, Pre-Dinner Reception, Dinner (incl. stand alone Receptions) and Sweet Tables (where it replaces dessert only).

Note: Gratuities for the Sweet Table above will be shared across Employees electing to remain to service the sweet table and close.

- F4.1(d) In the event that the Employer requires additional supervision such work shall be assigned to interested Full-time Employees on rotation. Gratuities paid to Relief Captains will not impact the share received by wait staff or bartenders.

- F4.1(e) Employer functions, client events with fewer than 20 covers and cappuccino service will not attract gratuities. Instead, the rate of pay for Wait staff or Bartender classifications will be paid at 100% of \$70.00 flat gratuity rate plus the regular hourly rate. Note that if the gratuity generated from these events would be greater than \$70.00, the greater amount shall be payable into the gratuity pool for the meal period. Employer functions include any event that is MTCC hosted or for which the Employer is responsible for all charges including test meals.

The gratuity for stand alone show offices during the breakfast period will be topped up to the flat rate. (2010)

- F4.2 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.

- F4.3 In the event that an Employee is assigned to service additional tables s/he shall receive an additional \$25 flat gratuity from the Employees' gratuity pool. (2010)

C. Beverage Service

F5.01(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

F5.01(b) It is understood that Beverage staff will make and serve the fruit punch as well as any non-alcoholic “mocktails” requiring mixing and receive 100% of the gratuity. (2010)

F5.01(c) Pop, juice and water shall be set up as follows:

- a) If specified on FA to be set up on Bar, then Beverage Employees would handle set up and service and receive 100% of the gratuity.
- b) If specified on FA to be set up with food, then Banquet Employees would handle set up and service and receive 100% of the gratuity.
- c) If not specified on FA, then Banquet Employees would handle set up and service and receive 100% of the gratuity.
- d) If last minute changes occur due to client requests, the gratuity will be divided equally between Banquet and Beverage Employees. In this case both will participate in clean up duties.

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

F5.02 In accordance with F2.11 and notwithstanding A.09, the Employer will allow Employees to pick up hours in the Bar Porter classification. However hours so assigned will only be after all home department Employees including Casuals have had the opportunity to sign up for and/or be offered the work.

F5.03 Banquet staff are responsible for setting up all “bar snacks” such as nuts, pretzels, chips, etc. and other items not prepared by the kitchen regardless of the quantity ordered. (2010)

D. Administrative/Other

F6.01 Probationary Employees may be scheduled up to a maximum of 3 functions for initial departmental training and they will be paid the regular hourly rate plus the closing rate for all such hours worked.

F6.02 Banquet staff shall provide water service on coffee stations in pre-function areas in water vessels. This shall take place only upon request and shall include one (1) water vessel per station. Staff shall only be expected to replenish water for the duration of the function / break but not to the detriment of replenishing food & beverage for the client.

Staff shall receive a flat gratuity of \$8.50 for additional water vessels added or replenished at the client's request. (2010)

- F6.03 Banquet and Bartender staff will be provided a meal for each function or every four (4) hours worked.
- F6.04 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.
- F6.05 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) including service charges within 60 days of the function. It shall also indicate a breakdown of any premiums paid. Access to function sheets and schedules prior to the day of an event shall also be provided. This timeline would not apply to the seniority challenge and grievance procedures.

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 The Employer shall assign a minimum of two (2) Employees to work in the Theatre and Parking garage on the night shift.
- G.04 Uniforms for female Employees in the Cleaning Services Department shall include the choice of pants and/or the current attire for a total number of pieces not to exceed the annual maximum unless as otherwise indicated. Uniforms for male Employees will include a vest. (2010)

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.
- G.05(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

- H.01 Parking Employees are subject to Article 20 (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.
- H.02(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.08 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 maintain the number of patrols in the Parking garage at night for safety or security purposes.

Schedule I – Docks

I.01 It is agreed that all Docks Employees shall be trained and certified in the safe handling of propane at the Employers expense.

I.02(a) It is agreed that a minimum of three (3) trained Employees shall work together when performing drape installation.

I.02(b) 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. (2010)

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(a) Dock staff are scheduled in seniority order starting Sunday with the most senior Employees scheduled first for morning shifts then for afternoon shifts until the necessary complement of staff is obtained based on operational needs and demands.

Notwithstanding A.06 and so that Dock Staff may be scheduled for the next available shift, the minimum rollover between shifts shall be 8 hours. However, in the event that there is less than 8 hours scheduled between shifts or the scheduled shift changes due to operational needs and business demands, the Employee shall be paid overtime pay for the number of hours less than 8 between shifts.

The Employer agrees that the 8 hour minimum shall not be strictly adhered to if it results in an Employee not being scheduled for the next

available shift, regardless of whether it results in payment of overtime per the terms of this clause.

- I.04(b) In the event that an Employee scheduled to work the morning shift calls in sick, the Department will call the most senior Employee scheduled to work the relief and afternoon shift to offer them the shift. If that Employee is unavailable, this process will continue until the department reaches an Employee who is available to come in to work. (2010)

This notwithstanding, the Employer agrees that the next available Employee on the morning shift who could have worked the shift shall not work fewer hours than the Employee who accepted the shift.

In the event that an Employee scheduled to work the afternoon shift calls in sick, the Department will call Employees not scheduled to work that day in seniority order until the department reached an Employee who is able to work.

- I.05 Per past practice, the Employer may send Dock staff home after the 4 hour minimum if there is no work available due to operational needs and demands. If this is the case and work is available on the afternoon shift, Dock staff scheduled to work the morning shift will work their scheduled hours in keeping with their seniority and afternoon shifts will be adjusted. Employees so affected will be allowed to make up this time later in the week if a shift becomes available. (2010)
- I.06 The Employer shall schedule time to adjust drape hanging points on an annual basis. (2010)

Schedule J – Retail Food Operations

- J.01 Every effort shall be made to allow a minimum of 1 to 1 ½ hours for Retail Food Operation set up dependant on location. (2010)
- J.02 The Employer shall supply the Employees with a vest as part of the Employees' uniform in the Retail Food Operations Department.
- J.03(a) In accordance with A.06, the Employer shall schedule seniority Retail Food Operations Employees for the longest scheduled shift each day in seniority order which could include working in multiple locations. (2010)
- J.03(b) Where an Employee has been assigned to handle cash and the alternate location is in the other building, there shall be at least 2 hours of work available for such a move to be considered. After cashing out, the employee shall be assigned any non-cash handling tasks as are available. (2010)
- J.03(c) Notwithstanding (b) above, where there are less than 2 hours of work available, no junior Employee shall be scheduled to work more hours for the day than the seniority employee in question. (2010)
- J.04 Notwithstanding Schedule A, the department shall maintain the current practice whereby 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.

Schedule K – Engineering

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(a) Employees shall work no more than a total of 60 hours per week unless required by operational needs and business demands. (2010)

K.02(b) Overtime opportunities shall be offered to qualified Employees in accordance with the overtime provisions outlined in Schedule A until the Employee achieves the weekly maximum of 60 hours. Once an Employee achieves the weekly maximum, available overtime shifts shall continued to be offered to other Employees in seniority order until the weekly maximum is reached or the shift is declined.

If all qualified Employees have reached the weekly maximum or have declined the overtime as offered and the overtime is still required due to operational needs and business demands, then the Employer shall offer the available overtime shift starting with the most senior Employee. (2010)

K.02(c) It is understood that Lead Hands will be offered available Building Operator overtime shifts in accordance with their seniority, provided they have the requisite skills for the job, and will be paid the Building Operator rate. (2010)

K.03 The Employer shall assign a minimum of two Employees when utilizing “boom-lift” high reach / overhead equipment. The two Employees will be within visual proximity of each other and on the same floor level. The Parties understand that fewer employees may be assigned when using scissor lifts depending on activity in the area. (2010)

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 Engineering 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).

K.05 Employer agrees to have consistent practices between Lead Hands.

- K.06 Employees will not be asked to adjust their scheduled hours to avoid overtime. Additional Employees will be called in if required even if it results in overtime.
- K.07 Vacation days are taken in 10- or 12-hour increments according to the employee's regularly scheduled shift length. (2010)

Schedule L – Cash Office

- L.01 The Employer shall provide Full-time and Part-time cashiers with a blazer in addition to their regular uniform.
- L.02 Notwithstanding A.06, the Employer will provide seniority Employees in (Retail Food Operations/Cash Office) with the longest scheduled shift(s) each day in seniority order in their home department provided the shifts do not overlap and that this does not jeopardize the health & safety of the Employee or his/her coworkers or the level of customer service provided.
- L.03 The Employer shall schedule an Employee to provide relief for breaks when there are 3 or more hours worth of breaks scheduled.
- L.04 Notwithstanding Schedule A, the department shall not assign work to Casual Employees where seniority Employees of the same home department are available on the same shift for those hours whether it represents overtime or not.

Schedule M – Stewarding

- M.01 The Employer agrees to consult with Employees when purchasing personal protective equipment.
- M.02 Employees scheduled to load/unload dishwasher and glass washer will be rotated every 4 hours. An Employee may elect to opt out of rotation by providing a note to the department.
- M.03 Company agrees to identify pot washers on schedules.
- M.04 Notwithstanding Article 21.01a, full-time employees shall receive 5 uniforms per year. (2010)

Schedule N – Event Services

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.

N.02 Uniforms: Employees preferring to purchase their own work pants will be reimbursed up to a maximum of \$30/pair (uniform cost) upon providing proof of purchase. Such work pants must be consistent with the department's uniform guidelines. (2010)

N.03 A Lead Hand will be assigned when 6 or more casuals are scheduled to perform work in both buildings and only one Supervisor is on duty. (2010)

N.04 Event Services shall handle all water service to rooms used for meetings in addition to stand alone water stations and water cooler rentals. (2010)

Schedule O – Storeroom

- O.1 The Employer will endeavour to schedule Supervisory staff when hourly Employees are scheduled on weekends. When no Supervisor is scheduled, the Employer will identify an Employee on the schedule to act as Lead Hand if “supervisory” work is required. This Employee will then be paid the Lead Hand rate for all hours so worked in accordance with Schedule B.



December 13, 1999

Dear Sirs:

Re: Letter of Understanding #1 – Use of Temporary Agencies


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

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

Personnel from the temporary agencies shall in no way impact the gratuities. In recognition of the fact that personnel from the temporary agencies will be performing bargaining unit work, the Employer agrees to pay the Union 2% of the hourly rate paid to the temporary agency.

Renewed and Dated at Toronto this 19th day of May 2010.

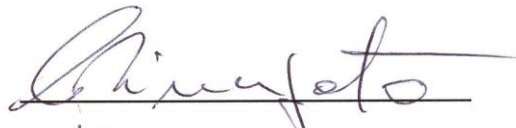
FOR THE EMPLOYER




Esther Lee

Wood

FOR THE UNION



Michael Bettencourt





December 13, 1999

Dear Sirs:

Re: Letter of Understanding #2 – Ushering

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

Renewed and Dated at Toronto this 19th day of May 2010.

FOR THE EMPLOYER

[Signature]
Esther Lee
Wood

FOR THE UNION

[Signature]
Michael Bennett
[Signature]



April 30, 2003

Dear Sirs:

Re: Letter of Understanding #3 – 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.

Renewed and Dated at Toronto this 19th day of May 2010.

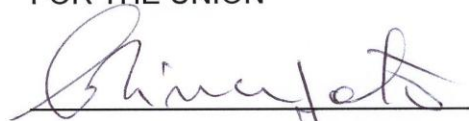
FOR THE EMPLOYER



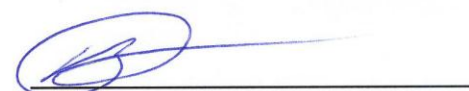
Esther Lee

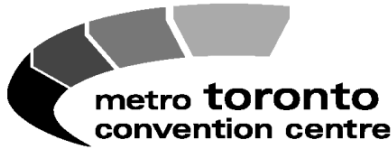
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FOR THE UNION



Michael Buttacore





July 15th, 2003

Dear Sirs:

Re: Letter of Understanding #4 – Time Off in Lieu of Statutory Holidays

The parties recognize the mutual benefit of allowing Full and Part-time Employees to take time off in lieu of being paid for statutory holidays as outlined in Article D.01. Therefore, the Employer and the Union agree to allow Employees to exercise either of the following options at his/her discretion:

- a) A Full or Part-time Employee who is **scheduled to work** on a statutory holiday and prefers to take another mutually agreeable paid day off in lieu of receiving statutory holiday pay may do so upon approval of the Department Manager. If the Employee chooses to exercise this option, s/he will then be paid straight time on that statutory holiday and receive a substitute day-off and be paid his/her straight time rate for the number of hours worked on the statutory holiday.
- b) A Full or Part-time Employee who is **not scheduled to work** on a statutory holiday, but would prefer to take another mutually agreeable paid day off in lieu of receiving statutory holiday pay may do so upon approval of the Department Manager. However, s/he may only exercise this option as long as by doing so, s/he does not incur overtime.

Conversely, the Employee may choose to receive the applicable statutory holiday pay and take another mutually agreeable unpaid day off during the pay period in which the statutory holiday falls.

- c) A Full or Part-Time Employees who decides to exercise this option will be responsible for completing a Leave Authorization Form. The signed form will be handed in a minimum of one week prior to the Department completing the schedule in which the statutory holiday falls. The Employee and Department will mutually agree to the substitute day-off and this will be taken within thirty (30) calendar days of the statutory holiday.

Renewed and Dated at Toronto this 19th day of May 2010.

FOR THE EMPLOYER

[Signature]
Esther Lee
[Signature]

FOR THE UNION

[Signature]
Michael Bettencourt
[Signature]



February 23, 2010

Dear Sirs:

Re: Letter of Understanding #5 – Hospitality Student Volunteer Opportunities - Beverage

The Employer and the Union recognize the importance of gaining front line work experience for hospitality students while pursuing their studies as well as the value of adding these students to MTCC's employee pool.

In support of both of these goals, the parties agree that the Employer may solicit students from various hospitality programs to supplement its labour force in the Beverage Department when the necessary complement of staff cannot be achieved through the home department, internal postings (when applicable) and / or regular recruitment efforts.

Such student volunteers shall in no way impact the gratuities paid to MTCC employees. Where such student volunteers receive an hourly wage and would be performing bargaining unit work, the Employer agrees to pay the Union 2% of the hourly rate paid.

Renewed and Dated at Toronto this 19th day of May 2010

FOR THE EMPLOYER

[Signature]
Esther Lee
[Signature]

FOR THE UNION

[Signature]
Michael Bettancourt
[Signature]