
Collective Agreement

Between

Delta Chelsea
The Delta Chelsea Hotel

and

Hotel Employees
Restaurant Employees
Union Local 75

Begins:
02/01/2002

Terminates:
01/31/2006

12256 (02)

Hotel Employees Restaurant Employees Union
Local 75

229 Yonge Street, Suite 502
Toronto, Ontario M5B 1N9

Phone: (416) 216-0875

Fax: (416) 216-0876

ATTENTION MEMBERS

- Has the secretary got your correct address?
You have a responsibility to keep the office advised of your correct address.
- Are your Dues paid up?
- Did you attend the last meeting?
- Do you **ask** for the Union Label? . . . If not, why not . . . Remember - YOU are the Union.

TABLE OF CONTENTS

| Article | Page |
|---|------|
| 1. Purpose | 1 |
| 2. Scope | 1 |
| 3. Recognition | 4 |
| 4. Relationship | 4 |
| 5. Union Security | 5 |
| 6. Union Office | 6 |
| 7. Reservation of Management Rights | 8 |
| 8. No Strike or Lock-out | 9 |
| 9. Negotiating Committees | 10 |
| 10. Shop Stewards | 11 |
| 11. Qualifications of Stewards | 12 |
| 12. Discipline and Discussion | 13 |
| 13. Grievance Procedure | 15 |
| 14. Union Grievances | 17 |
| 15. Management Grievances | 17 |
| 16. Discharge Cases | 18 |
| 17. Arbitration of Grievances | 19 |
| 18. Labour Management Meetings | 21 |
| 19. Bulletin Boards | 21 |
| 20. Seniority | 21 |
| 21. Subcontracting | 28 |
| 22. Leave of Absence | 29 |

| | | |
|-----|---|-----|
| 23. | Hours of Work and Working Conditions . | .31 |
| 24. | Overtime Regulations – Daily Basis | .33 |
| 25. | Other Working Conditions | .34 |
| 26. | Uniforms | .37 |
| 27. | Vacations | .38 |
| 28. | Paid Holiday Privileges | .40 |
| 29. | Safety and Health | .42 |
| 30. | Health and Welfare Weekly Indemnity Plan | .43 |
| 31. | Bereavement Leave | .46 |
| 32. | Pension Plan | .47 |
| 33. | Cash Wages | .47 |
| 34. | Room Service | .49 |
| 35. | Service Department/Tour Baggage | .50 |
| 36. | Banquet Department | .50 |
| 37. | Retirement | .57 |
| 38. | Technological Change | .58 |
| 39. | Life Long Learning Fund | .60 |
| 40. | Culture Fund | .60 |
| 41. | Termination or Modification | .61 |
| | Letters of Understanding | .64 |
| | Schedule A : Cash Wage Range | .87 |

ARTICLE 1 – PURPOSE

1.01 The general purpose of the Agreement is to establish mutually satisfactory relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions consistent with the Human Rights Code, hours and wages for all employees who are subject to the provisions of this Agreement.

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

1.03 Wherever the feminine is used in the text, it shall mean either the feminine or the masculine.

ARTICLE 2 – SCOPE

2.01 The Delta Chelsea Hotel recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed in the Departments listed in Schedule A, save and except, supervisors, persons above the rank of supervisors, coordinators, accounting, security, front desk, reservations, general administration, purchasing, sales and catering, activity centre, customer service agents, students in a community college hotel management course who work without remuneration for the Employer as part of their program of studies and management trainees.

2.02 Determining Full-time Status:

For the purpose of *this* agreement:

- a) Effective each calendar year, full-time status will be based on the previous calendar year's total hours worked by an employee using 1196 hours and will take effect with the first schedule of work on or about February 15th for the following twelve month period. Employees in Housekeeping and Laundry wishing to change their "Declaration of Availability" from the previous year must sign and forward it to their respective department Manager by January 15th. It is understood that the Banquet Department will be governed by Article 36. New full-time employees in Housekeeping and Laundry will be required to complete their first "Declaration of Availability" in January following the date of hire.
- b) Change in status will result in the following:
 - i) Full-time employee who wishes to become part-time will do so only by mutual consent and will be placed on the top of the part-time seniority list.
 - ii) part-time employees who become full-time will be placed on the bottom of the full-time seniority list.
- c) In computing hours worked for employees, these shall include: paid holidays, vacations, Leave of Absence, authorized sick leave, WSIB, and hours worked in any department of

the hotel. For an employee who has been granted an authorized absence over one month, the hours will be calculated by averaging the previous twelve-month period prior to the last day worked.

- d) To calculate full-time status of a part-time employee using a proration of her hours, the said employee must be employed for a minimum of eight months prior to January 1 of each calendar year.

2.03 Articles 23.01, 23.02, 23.04 and Articles 28 and 31 shall not apply to part-time employees, nor to full-time employees who do not have sufficient hours to otherwise become full-time under Article 2.02, except where specified in such schedules.

2.04 New Hires:

The Employer shall ensure that any new hires within the references existing scope of the General Agreement resulting from the creation of new work areas shall become Union members and shall enjoy the appropriate rates of pay and benefits for the classifications concerned.

2.05 New Classifications:

The Employer shall ensure that new classifications created and not listed but forming part of the Departments in Schedule A but subject to Article 2.01, shall form part of the bargaining unit. The Employer shall set a rate of pay for the new classifications and notify the Union within seven (7) days of the

commencement of the classification. The Union may, within ten (10) days of being notified, request a meeting with the Employer, to discuss the rate. If no agreement is reached, the Union, may within thirty (30) days of ratification, file a grievance contesting the rate and refer it to arbitration pursuant to the procedures in the collective agreement.

2.06 Bargaining Unit Work:

The Union and the Company agree that employees who are not covered under the scope, will not normally be scheduled to work and perform duties under any of the classifications, except for the purpose of instruction, management training in which cases it will not result in the replacement of employees under the scope provision; or in the event of emergency.

ARTICLE 3 - RECOGNITION

3.01 The Employer acknowledges that the Employees in the unit described above have selected the Union as their sole and exclusive bargaining agent, and recognized the Union as such for all employees in the said unit.

ARTICLE 4 -- RELATIONSHIP

4.01 The Employer and the Union agree that there will be no discrimination, interference, or restraint exercised or practiced by either of them or their representatives or members because of an employee's Union activity.

4.02 The Union undertakes that no Union activity shall be carried on in the premises except as otherwise

provided herein with respect to visits by Union Officials.

4.03 Properly authorized representatives of the Union shall be permitted to enter the premises at all reasonable times for the purpose of interviewing employees and investigating working conditions that may affect the members. Notice upon entering shall be given to People Resources or in their absence, the Manager on Duty. It is understood that such representatives will in no way interfere with the duties of an employee or unreasonably disturb them in the performance of their duties, bearing in mind that Union Representatives have regular duties to perform on behalf of all parties to this Collective Agreement.

4.04 The Employer shall not prohibit the wearing of union pins and buttons provided they are of a reasonable size and style and management approves of their use beforehand.

4.05 The Employer will provide an available meeting room at no cost to the Union, to address new hires.

ARTICLE 5 – UNION SECURITY

5.01 The Parties hereto agree to compulsory check off for all employees who come within the scope to which this Agreement applies. All deductions shall be collected from the employee's first pay in each month.

5.02 The Employer agrees to deduct initiation fees, Union dues and assessments upon receipt of a signed authorization by an employee, on the employee's first

(1st) pay period. Such authorization is to be completed and signed by the employee on commencement of employment.

All employees coming into the Bargaining Unit shall complete and sign the Union Application card. The cards will be supplied to the Employer by the Union, 1st and 2nd copies to be forwarded to the Union office on commencement of employment, 3rd copy forwarded on termination of employment with reason for termination.

ARTICLE 6 – UNION OFFICE

6.01 All sums deducted, together with the record of those from whom deductions have been made and the amount, shall be forwarded to and received by the Treasurer of the Local Union along with the employees' Social Insurance Number on the 15th day of the month following the deductions. All new employees in positions under the scope of the Collective Agreement shall, as a condition of employment, become and remain members of the Union. The Union agrees to accept into membership all such new employees.

6.02 Any new employee who is required to be a member of the Union and who refuses to become a member of the union in her first pay period, shall be discharged by the Employer upon receipt of an official notice in writing from the Union to the Employer.

6.03 The Employer and the Union agree that no officers of the Employer or employees may enter into

any contract inconsistent with this Agreement. Any amendment or changes as outlined in this Agreement during its term shall be incorporated only by mutual consent. It is agreed by the Employer and the Union that this paragraph also covers working conditions, so long as it does not prevent the Employer from maintaining an adequate and qualified work force, or infringe on the Management Rights clause as spelled out in this Agreement.

6.04 It is understood that the amount of initiation fees and dues is determined by the Local Union, or by Union International Convention and can be changed by the Local Union or by Union International Convention at any time to comply with such Local or Convention decision regarding same, and this authorized check-off will hold harmless both the Employer and the Local Union if so directed. This provision will be applied subject to sixty (60) days notice in writing, from the Union to the Employer.

6.05 The Employer will administer its employee rating program to promote the development of employees, as well to show areas of strength and those requiring improvement, and this shall not in any way undermine the collective bargaining position of the Union.

6.06 The Union shall notify in writing, with a copy to the Employer, any individual who has been suspended, expelled or declared to be not in good standing. The Employer will discharge said employee automatically seven (7) days after receipt of the Union's notice, unless:

- (a) The Employee's status becomes acceptable to the Union during this period; or
- (b) The Employee makes claim in writing to the Employer that the Union's action is unjust and that she requests the matter be taken up through the grievance procedure of this Agreement.

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

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

ARTICLE 7 - RESERVATION OF MANAGEMENT RIGHTS

7.01 The Union acknowledges the exclusive function of the Employer generally to manage the enterprise in which it is engaged and particularly to:

- (a) Maintain order, discipline and efficiency;

- (b) Hire, transfer, promote, demote or retire and, with just cause, to suspend, discipline or discharge employees and to increase and decrease the working force in a manner consistent with the terms of this Agreement;
- (c) The right to determine the direction of the working force, the schedules of work, methods, in order to perform any services that may be necessary to manage the enterprise and its business;
- (d) It **is** agreed that the Employer may, at its discretion, issue **and** enforce from time to time reasonable rules and regulations in order to assure the successful operation of its business. Breaches of such rules by an employee may be cause for disciplinary action;
- (e) Limit, suspend or cease operations, subcontract, **or** make necessary arrangements due to a change in the Employer's policies;
- (f) It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and it is understood that a claim by an employee or employees that the Employer has so exercised these rights shall be proper subject matter for a grievance.

ARTICLE 8 - NO STRIKE OR LOCK-OUT

8.01 The Employer agrees that during the life **of** the Agreement it will not cause **or** direct any lock-outs **of**

its employees, and the Union agrees that during the life of the Agreement there will be no strikes or other collective action of employees covered by the Agreement, which will stop or interfere with production or services.

8.02 The words "strike" and "lock-out" in this Agreement shall mean "strike" and "lock-out" as defined in the Ontario Labour Relations Act.

8.03 If an illegal strike occurs the Union will instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner.

8.04 The Employer, whenever possible, will provide safe working conditions in the event of any dispute that may arise between any other employer during the life of the Agreement, provided however, that subject to the above, employees work each and every scheduled work day occurring during this Agreement regardless of any labour strike or problems confronting the Employer or any other employers.

ARTICLE 9 – NEGOTIATING COMMITTEES

9.01 *The* Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than eight (8) employees. Committee members shall not suffer any loss of regular hourly wages or contributions to both the Health & Welfare Trust and the Pension Trust for those hours, for scheduled meetings between parties for the

negotiation of the collective agreement. There will be no compensation for time spent outside of regular working hours, nor will hours under this provision attract overtime pay.

9.02 Any amendments to this Agreement during its current term shall only be incorporated by mutual consent of the Union and the individual Hotel.

9.03 It is clearly understood that the Negotiating Committee is a separate entity, and will deal with such matters as are properly the subject of negotiations, including proposals for the renewal or modifications of the Agreement at the proper time as provided for herein.

ARTICLE 10 – SHOP STEWARDS

10.01 The Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of Stewards, one of which would be the Chief Shop Steward for the hotel, to assist employees in presenting their grievances to the Employer. There will be no more than one Steward per department/food and beverage outlet as outlined in Schedule A with the exception of housekeeping where there will be a maximum of two.

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

10.03 The Union acknowledges that Stewards, members of committees and Union Officers have

regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without obtaining permission of their Department Head, and will give any reasonable explanation which may be requested with respect to their absence. In the event that the Department Head is absent she will appoint an alternative person to act on their behalf.

10.04 Where a Shop Steward, Union Committee member or Union Official employed by the Employer is temporarily absent with permission, as aforesaid, she shall receive her regular straight time rate of pay during such period of absence, provided that the employer shall not be obliged to make any payment of time spent by a Steward, Committee member or Union Official outside her regular working hours.

10.05 Union Stewards appointed in accordance with the provisions of the Collective Agreement and having at least one (1) year seniority shall not be sent home or laid off because of lack of work except where all employees in their department have been laid off and so long as they have the skill and ability to perform any work available in their respective departments.

ARTICLE 11 – QUALIFICATIONS OF STEWARDS

11.01 It is mutually agreed that employees shall not be eligible to serve as Stewards or members of the Union Committee established under this Agreement until after they have completed their probationary period. An employee on lay off, or on notice of lay off, cannot be appointed as a Steward.

11.02 It is understood that Stewards and other Union Officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, or with other Union business, and that in accordance with this understanding the Employer will compensate such employees for time spent in negotiating with the Employer, in handling grievances of employees, and attending meetings of the grievance committee as well as educational seminars, at their regular rate of pay, and that this does not apply to time spent on such matters outside of regular working hours. Payment of Educational Seminars will not exceed three (3) hours per month (non-cumulative). Notwithstanding the above, the Union will be required to notify the Employer fourteen (14) weeks in advance and that it will not prevent the Employer from maintaining an adequate and qualified work force.

ARTICLE 12 - DISCIPLINE AND DISCUSSION

12.01 Discipline and discharge notices issued to the Employees must contain information and reasons for which the notice is issued. Such notices shall be issued to an employee as soon as the Employer is aware of the event leading to her actions and has a reasonable period of time to investigate the matter. A copy shall be signed by a Management representative and the Employee will be asked to sign such notices as acknowledgement of receipt of same. The signing of this notice is not an admission of guilt.

12.02 Employee File:

- (a) Employee warning notices and suspensions will be taken from the employee's file after two (2) years, should the offense not be repeated during that period.
- (b) In all cases of discipline, including discharge, a Union Steward shall be present, unless the employee specifically requests otherwise. Every effort shall be made to find a Union Steward. If a Union Steward is not present, this shall not void discipline. If no Union Steward is present, then the employee may request the presence of another employee as a witness.
- (c) Employees will be granted access to their personnel file. Twenty-four (24) hours of advance notice must be given and the employee must be accompanied by a Shop Steward and a member of the People Resources Department. The meeting will take place during regular business hours of the People Resources Department. Should the employee wish to remove or alter any contents of her file other than provided for elsewhere in the Contract, the grievance procedure must be invoked.

12.03 Probationary Employees:

The Union acknowledges that probationary employees may be disciplined or discharged for a lesser standard than may warrant the discipline or discharge of a non-probationary employee. The Employer shall in its

evaluation of probationary employees act in good faith taking into consideration the employees conduct, attitude, attendance and appearance.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.01 For purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

For the purpose of Articles 12, 13, 14, 15 and 16, reference to "days" relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

13.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of resolving hisher complaint. The employee may be accompanied by a Union Steward if he/she so chooses. If an employee has a complaint, he/she shall discuss it with hisher immediate supervisor within seven (7) days after the circumstances giving rise to the complaint having occurred or ought to have reasonably come to the attention of the employee. The supervisor shall give hisher response in the complaint within three (3) days and, failing settlement, or failing a response, it may then be taken up as a grievance within seven (7) days following advisement of the

immediate supervisor's decision in the following manner and sequence:

Step #1 The employee and/or his/her Steward may present his/her grievance to his/her department head and/or designate. The grievance shall be in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the provisions of the Agreement which are alleged to have been violated. The employee and/or Steward and the department head and/or designate will have such discussion as is necessary to explain the nature of the grievance. Failing settlement, the department head and/or designate shall deliver his/her decision in writing and the reasons therefore within five (5) days following the presentation of the grievance to him/her. Failing settlement:

Step #2 Within seven (7) days after the decision in Step #1, the Union may submit the grievance in writing to the Director, People Resources, or his/her designate. A meeting will then be held between the Director, People Resources or designate, and Union Steward or designate and the grievor, or any other person reasonably required to fully discuss the grievance, if either party requests. Such meeting shall be held within fourteen (14) days of submission of the grievance at Step #2 unless extended by written agreement of the parties. It is understood and agreed that a staff representative of the Union and/or the Chief Shop Steward may be present at such meeting at the request of either party and that the Employer may also have such counsel and assistance as it may desire. The decision of the Director, People Resources, or his/her

designate shall be delivered in writing within five (5) days following the date of such meeting or such longer period as may be mutually agreed upon. The Employer also agrees to forward all grievance responses to the Union office.

ARTICLE 14 – UNION GRIEVANCES

14.01 If an employee or group of employees has a complaint or grievance, but fail to take up the complaint or grievance or exercise the General Grievance Procedure, the Employer acknowledges the Union's right to make representation on their behalf, listing the names of the employees prior to arbitration, within a thirty **(30)** day period of such incident.

14.02 If such complaint is not settled to the mutual satisfaction of the conferring Parties, it may be referred to arbitration in the same way as the steps of the grievance procedure of an employee. The Union may refer the grievance to Step #2 without going through all steps of the grievance procedure.

ARTICLE 15 – MANAGEMENT GRIEVANCES

15.01 It is understood that the Management may bring forward at any meeting held with the Union Representative any complaint with respect to the conduct of the Union, or Stewards, and that if such complaint by Management is not settled to the mutual satisfaction of the conferring Parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of any employee.

ARTICLE 16 – DISCHARGE CASES

16.01 A claim by a non-probationary employee that he/she has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Director of People Resources of the Hotel within five (5) days after the employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step #2 will be omitted in such cases.

16.02 Such special grievances may be settled by confirming the Management's action in dismissing the non-probationary employee, or by reinstating the non probationary employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring Parties.

16.03 When a non-probationary employee has been dismissed or if dismissal and resignation have been discussed, the Employer will inform the non-probationary employee of his/her right to interview a Shop Steward for a reasonable period of time before leaving the premises.

16.04 No non-probationary employee shall be disciplined or discharged on his/her day off. In any event, the Employer reserves the right to instigate disciplinary action should a non-probationary employee engage in misconduct while on the Employer's premises on his or her day off.

ARTICLE 17 – ARBITRATION OF GRIEVANCES

17.01 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If arbitration is to be invoked, the request for arbitration must be made in writing within fifteen (15) days after the decision at Step #2 is given.

17.02 When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party and, at the same time, either propose a sole arbitrator or name a nominee to a board of arbitration. Within five (5) days thereafter, the other party shall respond to the proposal (by accepting the proposed sole arbitrator or proposing another sole arbitrator) or shall appoint a nominee, as the case may be. If applicable, the two nominees shall attempt to select by agreement a chairperson for the board of arbitration. If they are unable to agree upon such chairperson within ten (10) days, either may request the Minister of Labour to assist them in selecting a chairperson.

17.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

17.04 Each of the Parties hereto will bear the expense of the nominee appointed by it, and the Parties will

jointly bear the expenses of the Chairman of the Arbitration Board, if any.

17.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

17.06 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

17.07 The proceedings of the Arbitration Board will be expedited by the Parties hereto, and the decision of the majority of such board will be final and binding upon the Parties hereto. If a majority decision is not possible, then within a ten (10) day period the decision in writing of the Chairman shall be final and binding upon the Parties hereto.

17.08 At any stage of the grievance procedure including arbitration, the conferring Parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring Parties to fully investigate all the circumstances.

17.09 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them.

ARTICLE 18 – LABOUR MANAGEMENT MEETINGS

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

ARTICLE 19 – BULLETIN BOARDS

19.01 The Employer will provide bulletin boards at the employee's entrance of the hotel for the convenience of the Union for posting notices of Union activity. All such notices must be signed by the proper officer of the Local Union, and submitted to the Director, People Resources for her approval before being posted.

19.02 It is recognized by the Parties that from time to time the Union may have notices which they may wish to address to one specific department of the hotel, should a bulletin board be available in said department and the notices are in the form of information only. Under these circumstances the Union will present to the Director, People Resources said notices for her approval and the Director, People Resources will post the notice. Removal date of said notices will be agreed upon at the time of approval by the Director, People Resources.

ARTICLE 20 – SENIORITY

20.01 An employee will be considered on probation and will not be placed on a seniority list until after she has completed a total of fifty (50) days worked.

Seniority will be retroactive to the first day worked.

20.02 Separate seniority lists will be established for full-time, part-time employees for each department and supplied to the Union. An employee can obtain seniority on only one list at a time. Seniority lists will be posted each January 1 and July 1, showing house, department and classification seniority. An employee will have the period of 10 working days to dispute the newly posted seniority list. The list provided to the Union shall contain the above information as well as social insurance number, address and telephone number.

20.03 When an employee is transferred to another department **or** food or beverage outlet in the Bargaining Unit, she shall retain house seniority, however, unless the transfer is of a temporary nature for the probationary period or less, she must start accumulating seniority in that new department or food and beverage outlet. When the transfers are for less than the probationary period and the employee **is** returned to the original department or food and beverage outlet within that period of time, the seniority for that employee will continue to accumulate in the original department **or** food and beverage outlet during the employee's absence.

20.04 Temporary Transfers - In the event an employee is assigned to a job other than that to which she is permanently assigned for a minimum of one (1) hour or more, she shall receive her own rate or the rate of the job to which she is assigned, whichever is the higher, for all hours worked in the assigned position.

20.05 An employee cannot be transferred or assigned to a job outside of her department or food and beverage outlets unless by mutual agreement. Such agreement shall be in writing between the employee and supervisor. The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., a breakdown beyond the control of management.

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

20.07 Classification seniority applies to entitlement to available weekly scheduled shifts; available days off; available scheduled vacation; lay off and reduced hours.

20.08 Where it is necessary to reduce the work force in a department or food and beverage outlet, job classification seniority will be the guiding factor.

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

20.10 In the case of a lay-off in any one department or food and beverage outlet, for a period that exceeds two normal work weeks, the employee with the most seniority will have the right only to bump the employee with the lesser departmental seniority in a lower or equal classification within that department or food and beverage outlet for the schedule available, providing they are willing to do the job, and they have

the skill, ability, and efficiency to do the job of that employee they are bumping. Where an employee is bumped from a higher rated classification to a lower one, the lower rate shall apply. It is understood that in the event of layoff each department or each food and beverage outlet will stand on its own as a department.

20.11 A reduction of hours during a shift or reduced hours or shifts during a period of two or less weeks, does not constitute a layoff.

20.12 Part-time employees have seniority only within the part-time classification. A full-time employee has preferred status to a part-time employee.

20.13 An employee shall lose all seniority and shall be deemed to be terminated if she:

- (a) Voluntarily leaves the employ of the Hotel;
- (b) Is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) Is laid off for a period of forty (40) weeks. If the lay off is due to renovation, the individual may be retained on the seniority list with the consent of the parties of this agreement which shall not be unreasonably withheld.
- (d) Is absent without leave for three (3) working days and without properly calling in to Supervisor or Manager on Duty with a valid reason.
- (e) Uses a leave of absence for purposes other than which it was granted.

- (f) Is absent from work due to Workers Compensation or sickness in excess of twenty-four (24) months. During the six months following the loss of seniority and termination of employment the Employer will continue to forward to the employee, copies of all postings for which the employee may have the requisite skills for the hotel or where possible other hotels in the chain in the immediate area, for which the employee may then be considered.

20.14 It shall be the duty of the employee or laid-off person to notify the Employer's People Resources office promptly, in writing, of any change in her address or telephone number; if an employee or laid-off person shall fail to do this, the Employer shall not be responsible for the failure of the notice to reach her and any notice which appears on the employee's personnel records shall be conclusively deemed to have been received by the employee or laid-off person on the third day after it was sent.

20.15 Unless an employee signifies her intention to return to work within five (5) days after receiving notice of recall, her name shall be passed over and, unless within ten (10) days after being recalled she reports to work, or gives a legitimate reason for being unable to do so, she shall be struck off the seniority list.

20.16 The parties agree to meet within a year after the conclusion of negotiations to come up with revised wording which will clarify the parties' agreement, about the following:

“Should a hotel close a food and beverage outlet or department the employees involved will be provided with sixty days notice inclusive of any obligations under the Employment Standards Act.

The affected employee may exercise her seniority and displace an employee in an equal or lower classification, in another comparable food and beverage outlet, with lesser classification seniority providing the employee has the skill, ability, and efficiency to do the job. The employee must be willing to assume the shift of the displaced employee. Where skill, ability, and efficiency to do the job are equal then classification seniority will be the governing factor and the employee shall retain house seniority, while being required to accumulate departmental seniority in her new occupation.

Should the hotel close a department the employer will undertake to place the affected employee into another department, if a position is available and the employee has the skill and ability to do the work involved. Where skill and ability are equal then seniority will be the governing factor and the employee shall retain their house seniority while being required to accumulate their department seniority in their new occupation. Should no suitable position be available then the affected employee shall have the following options:

- a) the employee may elect to stay on the seniority list for a period of twenty-six (26) weeks and be subject to recall for suitable employment as noted above; or,

- b) the affected employee may elect to accept severance pay in accordance with Employment Standards Act for the Province of Ontario and be removed from the seniority list."

20.17 JOB POSTING:

- (a) Should a position become available and a replacement is required, the Employer will post on a notice board, within the work area of the vacancy, and the principle posting area of each hotel, the availability of this position for a period not less than seven (7) calendar days. This applies only to the immediate work area where the vacancy exists. The above will be in conjunction with the seniority provision as outlined in the general body of this Contract (see Article 20.06 through 20.12), so long as it does not prevent the Employer from maintaining an adequate and qualified workforce. In order to verify that the job posting was displayed for at least seven days on the notice board, the supervisor and department shop steward shall date and initial said posting.
- (b) In the event of a permanent layoff, the employer will provide the "Job Hotline" phone number for the hotel which lists all existing vacancies, for which the employee may be considered and where possible the "Job Hotline" numbers for other Delta Hotels in the area
- (c) If there is a full-time vacancy and there are no other senior qualified applicants for the

position, any employee on one occasion, who may be interested and is on a permanent layoff will be provided training of up to 10 (ten) days at the regular hourly rate for the vacant position. If the employee is found to be qualified after said training, then the employee will be offered the position and classification seniority will commence in that department.

ARTICLE 21 – SUBCONTRACTING

21.01 Notwithstanding the terms and conditions in the Management Rights clause (subcontracting) to further clarify the intent of the parties to this Agreement, should Management exercise their prerogative of subcontracting a job listed within the article of cash wage rates (Schedule **'A'**), Management will otherwise assign **or** offer alternative employment to the displaced person(s) providing such person(s) are willing to accept the position and working conditions that are available and management is not restricted in maintaining a fully qualified work force as a result.

21.02 Notwithstanding the above, the Parties further agree the person(s) affected by the application of this section **of** the Agreement will not receive a lesser rate of pay as shown in Schedule 'A' than that received at the time the position change was made. It is further understood and agreed that this section is not applicable when management is closing an area for a reasonable period of time that is to be renovated or refurbished.

21.03 The Employer agrees to negotiate regarding the ramifications of subcontracting with a Union Officer prior to implementation.

21.04 If a food and beverage outlet is to be leased, the Employer will advise those affected employees immediately so that they may join the new employer or elect to seek alternate employment within the hotel in accordance with Article 20.16. However, it is understood that notice to those affected employees will not be less than seven (7) days.

21.05 The Employer will, prior to the commencement of the lessee's term, arrange a meeting between the Union, the lessee, and the Hotel. The purpose of the meeting is to inform the lessee of his obligations concerning the collection and submission of union dues, and the payment of health and welfare, and pension monies. In the event of a dispute arising from non-payment on the part of the lessee, the Hotel, without assuming any of the lessee's liabilities, will endeavor to assist the Union in collecting monies owing.

21.06 Notwithstanding the right of the employer to subcontract work, the employer will nevertheless provide the employees with ninety (90) days written notice prior to the effective date of any subcontract.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Leaves of Absence without pay and benefits as herein provided shall be in writing and granted at the Employer's discretion, and her seniority shall continue

to accumulate. An employee who works **for** another employer while **on** a Leave of Absence as herein provided shall be deemed to have terminated her employment, provided that such **proof** of employment can be produced by the Employer.

22.02 Any employee elected to a full term of office with the Union will be granted a leave of absence without pay and benefits **for** a period of up to two **(2)** years. Any employee who is appointed as a full-time union representative will be granted **a** leave of absence without pay and benefits for a period of up to one (1) year. These may be extended by mutual consent.

22.03 Requests **for** Leave of Absence must be made in writing to the Manager as early as possible, but no later than two **(2)** weeks prior to the desired date of commencement of such leave. The request must state: date of commencement, duration of Leave **of** Absence and reason **for** requesting the Leave.

22.04 The Employer will reply in writing to the employee within seven (7) days after receipt **of** the request for Leave of Absence.

22.05 Employees serving **as jurors** will receive full pay while absent from work in jury duty. The employees will present proof of service and will turn **over** to the Employer the payment excluding traveling, meals and other expenses they received **for** said jury services.

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

ARTICLE 23 – HOURS OF WORK AND WORKING CONDITIONS

23.01 The normal workweek in all departments of the hotel shall be forty (40) hours per week. The forty (40) hour week shall consist of five (5) days per week and eight hours (8) hours per day. The workweek commences on Monday at 12:01 AM and ends on Sunday at 11:59 PM.

23.02

- (a) Work schedules shall provide employees with two (2) consecutive days off each week, with possible exceptions in some departments where arrangements are made, subject to the approval of the employee and the supervisor.
- (b) In order to maximize weekly hours of work in a five-day period with two consecutive days off for employees, employees will be scheduled by the employer in descending order of posted classification seniority based on operational requirements of the respective departments. Housekeeping and Laundry employees shall therefore be required to work the scheduled shifts as posted. Employees planning to be absent during the "declaration" period may request and complete the "Declaration of Availability" prior to their absence.
- (c) Scheduling will occur in descending order of posted classification seniority commencing with the most senior full-time employee and

followed by the most senior part-time employee in the classification in the department. The principle of maximization of hours will apply strictly to the posted weekly schedules. Changes to the schedule will be governed by Article 23.03 and Article 23.04.

23.03 Departmental weekly work schedules shall be posted where deemed necessary, not less than seven (7) days prior to the scheduled period. The Employers may, on giving four (4) days notice to the employee(s) concerned and subject to the provisions of Article 23.01 hereof revise such schedule(s) without the payment of premium time. The posting of schedules does not constitute any guarantee that work will be available. In the event of lost time due to layoff within a department or group, work may be offered to employees on their scheduled days off at their regular basic hourly rate of pay in order to make up such regular time lost.

23.04 The Employer may schedule employees for lesser periods than eight (8) hours, so long as the senior employees are given what full shifts are available first on a given day and are available to work. Employees who are scheduled to work less than eight (8) hours per day will not be scheduled less than four (4) hours. Should a full-time employee, working short schedules, elect to work other shifts that may come available due to unexpected business, then the parties agree the Employer will not be required to make any overtime payments to accommodate their requested changes in days off or shift changes.

23.05 Part-time employees will be guaranteed a four (4) hour reporting for work allowance in accordance with the above.

23.06 The Union agrees that this provision will not apply in the event that a major plant breakdown occurs, a flood, electrical, fires, etc., a breakdown beyond the control of Management. The reporting for work allowance is as described above, notwithstanding Articles 23.01 or 23.04 of this Agreement.

23.07 The foregoing Article 23.06 will apply when a known situation exists. However, in the event of a drastic decline, a decline beyond the control of management, the employees will be asked as a group of more than three.

23.08 Any meetings called by management and outside of an employee's scheduled shift, when identified as a voluntary attendance, will entitle the employee to straight time pay for the time attended.

The parties agree that mandatory meetings will be treated as hours worked and all provisions of the collective agreement will apply.

ARTICLE 24 - OVERTIME REGULATIONS - DAILY BASIS

24.01 Employees shall, with exceptions, receive for hours of work in excess of eight (8) hours of work daily, overtime pay at the rate of time and one half their hourly rate for hours of work.

24.02 Servers shall complete service on guests notwithstanding the fact that the employee has reached her quitting time, and such additional time in excess of eight (8) hours shall be paid at the employee's regular rate for the first half hour after eight (8) hours and time and one half her regular rate for all time after eight and one half hours.

24.03 Each employee must obtain from her Department Head authorization in writing in advance of her overtime work before overtime money will be paid.

24.04 Any work performed on the sixth (6th) or seventh (7th) consecutive day shall be paid for at the rate of time and one half (1 1/2) of her regular hourly rate of pay.

24.05 It is agreed by the Parties that if an employee requests a change in her scheduled days off (as provided for under Seniority Clause) or requests to work on her scheduled days off to make up for a shortage of hours, which results in work being performed on a sixth (6th) or seventh (7th) day, the Employer shall not be required to pay overtime rates to honour this request.

ARTICLE 25 - OTHER WORKING CONDITIONS

25.01 No allowance will be made for time on the records prior to the regular starting time, without authorization by a Department Head. Unless the Department Head's authorization is secured on each

occasion, the additional time shown on the time record at the commencement of a work period will be considered as time not worked.

25.02 If an employee punches/signs out late, it will be assumed that the employee was delayed for personal reasons and that the time shown on the time card beyond the regular quitting time is the employee's personal time.

25.03 Employees neglecting to punch/sign in and out at all required times throughout working hours may be subject to discipline action. Any employee who punches/signs a time card of another employee is subject to immediate dismissal.

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

25.05 Employees will be given one fifteen (15) minute rest period for the first four (4) hours scheduled to work, and worked. Should the employee be scheduled for a second four (4) hours in any one day, then they will be given a second fifteen (15) minute rest period during that four (4) hours. These rest periods will be taken at a time determined by the company and will be consistent with efficient operations in each work area of the hotel and will not be cumulative and not be paid if not taken.

25.06 An employee is entitled to a one half hour unpaid meal break following five hours of work.

25.07 Corkage Fee - When the regular corkage fee is charged, and bar service provided, the Employer shall pay the server a service charge of fifteen (15) percent of said corkage fee.

When there is no corkage being charged, or corkage is charged at a reduced rate, the bar service provided, the Employer shall pay the server a service charge of ten (10) percent of the published corkage charge.

25.08 When a person calls to make reservations for a Party of eight (8) or more for lunch or dinner in one of the Hotel dining rooms, it is suggested to the person making the reservation that a suggested gratuity of 15% will be added to the bill. If the person making the reservation objects, no such gratuity is added. Furthermore, as it is a suggested gratuity, even though it may be shown on the bill the guest is under no obligation to pay it. Finally, even if the guest has agreed to a suggested gratuity, if the guest subsequently complains about the service, the gratuity is not added to the cheque.

25.09 When an employee is scheduled to report to work and they absent themselves, management will have the right to inquire as to the reason for their failure to report. All cases of absence must be reported to their direct Supervisor or Assistant Manager on duty, at least three hours prior to the commencement of her scheduled start time.

25.10 The employer will endeavor to correct paycheque errors in excess of \$20.00 caused by the employer and issue a manual cheque within 48 hours, not including weekends.

25.11 There shall be no pyramiding of pay, as a result of any premium under the collective agreement.

ARTICLE 26 – UNIFORMS

26.01 Uniforms or special style of clothing, and special equipment if required by the Employer shall be furnished, laundered, cleaned and kept in repair by the Employer at no cost to the employee, and the Employer agrees to maintain adequate and clean facilities for the uniforms or special style of clothing.

26.02 Any change from the standards in effect as of the date of ratification in the style of uniforms that would require support colour coordination garments would be a subject of discussion with the Union.

26.03 TOOL/KNIFE ALLOWANCE:

Employees working in the maintenance and kitchen department are expected to provide certain tools necessary to perform daily duties. The employer agrees to provide a tool allowance of \$50.00 per year for the purchase of said required tools. Entitlement will apply to full-time employees with greater than one year of seniority excluding apprentices. Payment will be made on or about July 1 of each year.

26.04 SHOE ALLOWANCE:

The employer will provide reimbursement to full-time employees who have completed probation and who are employed in the kitchen and stewarding departments and yard person and shampoo classifications once per year the amount of \$60.00 and once every two years

the amount of \$60.00 for maintenance, stores person, banquet house person, and fix-it employees in housekeeping. Employees will receive said amount so long as the shoes are worn on the job. Payment will be made on or about July 1 upon presentation of proof of purchase.

ARTICLE 27 – VACATIONS

27.01 All full-time regular employees of the Employer who have completed one (1) year of continuous service with the Employer, but less than five (5) years in their anniversary year shall receive two (2) weeks vacation with four percent (**4%**) of gross wages.

27.02 All full-time regular employees of the Employer who have completed five (5) years continuous service with the Employer, but less than twelve (12) years in their anniversary year shall be entitled to three (3) weeks vacation with six percent (6%) of gross wages.

27.03 All full-time regular employees of the Employer who have completed twelve (12) years or more of continuous service with the Employer but less than twenty-five (25) years, shall receive four (**4**) weeks vacation with eight percent (**8%**) of gross wages.

27.04 All full-time regular employees of the Employer who have completed twenty-five (25) years or more of continuous service with the employer shall receive five (5) weeks vacation with ten percent (10%) of gross wages.

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

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

27.07 Employees eligible for four (~~4~~) or more weeks of vacation may carry over, up to two (2) weeks vacation into the next year. Otherwise vacation credits may not be cumulative from year to year.

27.08 Part-time employees will receive the same percentages for vacation pay as the full-time employees and will likewise receive the equivalent time off from the workplace.

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

27.10 All full-time employees with the greatest length of continuous service will be given first choice of vacation dates, provided that the Employer shall be entitled to maintain a qualified and adequate work force.

27.11 The Employer will arrange for a vacation schedule to be posted by the department by February 1st of each year.

27.12 The vacation schedule in its final form will be posted by department by March 3 1st of each year.

27.13 Employees shall receive vacation payments on the pay periods prior to their departure for vacation, provided it is requested two weeks prior to the pay day.

ARTICLE 28 - PAID HOLIDAY PRIVILEGES

28.01 The hotel will grant to all full-time regular employees who are on the seniority list within the scope of the contract and who have completed fifty (50) days worked prior to the holidays concerned, pay for the days listed:

| | |
|----------------|---|
| New Year's Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Dominion Day | Remembrance Day |
| Civic Day | Employee's Birthday |
| Labour Day | Anniversary Date (Employee Start Date) |

28.02 When not required to work, the hotel will grant the employee one (1) day's money according to her regular rate for the above noted twelve (12) days. When the Employee is required to work on any one (1) of the above noted twelve (12) days, she shall be paid in addition to her regular rate of pay, her regular day's money. It is also agreed that by mutual consent in case of Beverage Service and Beverage Production employees, Statutory Holidays may be exchanged in lieu of enforced closures of the department, as required by law.

28.03 In the event of a holiday, as specified in this Article, falling within an employee's vacation period, the Employer has the choice of either:

- (a) extending the vacation period by one working day with pay,

or

- (b) paying an extra day's vacation pay.

In either case, the rate of pay will be the same rate as used in calculating an employee's vacation pay.

28.04 Employees required to work, but who absent themselves from employment on the above dates shall be considered absent without leave, and do not qualify under this provision.

28.05 In order to qualify for payment on a statutory holiday as provided for above, the eligible employee must work her scheduled shift on the day immediately prior to and her scheduled shift immediately following the holiday.

28.06 It is understood and agreed that should the Provincial Government of Ontario legislate an additional paid holiday that is not mentioned in any one of the twelve (12) days prescribed, then the Employer and the Union will mutually agree to substitute for this day one (1) of the four (4) present unlegislated days.

28.07 When a holiday falls on an employee's working day they may request to work that holiday at regular wages for the hours worked and identify another day off at the employee's rate of pay in lieu of the double payment for the statutory holidays. The request must be made in writing by the employee at least two (2)

weeks prior to the holiday and will be taken either during that two (2) weeks, or a maximum of two (2) weeks after that holiday, and under no circumstances may be cumulative. Once the request has been made, the granting of the lieu day will be at the sole discretion of the Department Head. These requests will be granted according to classification seniority.

ARTICLE 29 – SAFETY AND HEALTH

29.01 The Employer and the Union agree that they will mutually cooperate and maintain reasonable standards of Safety and Health in order to prevent injury and illness.

29.02 An employee who is required by law to submit to a medical examination, shall not be compensated for any loss of income by the Employer. An employee who is required by the Employer and not by any law to submit to a medical examination during working hours shall be paid at her straight time hourly rate for a reasonable amount of time spent in attending to such examination.

29.03 If any employee upon being so examined is found not to fulfill the requirements for her position, such employee will be allowed at her own cost, to consult a physician of her choice. If the reports of the two physicians conflict, a third physician will be selected by the two physicians. The recommended course of action will be reviewed recognizing all obligations under prevailing legislation.

29.04 The parties agree that the customer is the principal stakeholder in the hotel. However, there are

occasions when a customer is unruly, rude or abusive. The employer acknowledges its responsibility for providing a safe and healthy workplace, and will make available training in how to deal with such situations.

29.05 Both parties agree that workers have the right to be informed about the hazards to their health and safety and to participate in the establishment and the maintenance of a healthy and safe workplace. To assist in the accomplishment of these goals, there will be a joint Health & Safety Committee comprising five members from each of the workers and the management, who will operate in accordance with the Terms of Reference.

29.06 The Union may request on behalf of any member of the Health and Safety Committee a Leave of Absence which may not be unreasonably denied so long as reasonable notice is provided. No single leave shall exceed one year.

ARTICLE 30 - HEALTH AND WELFARE/WEEKLY INDEMNITY PLAN

30.01 The employer will contribute to H.E.R.E. Union Local 75 Health and Welfare Trust the following amount for each hour paid on behalf of each bargaining unit employee who has completed her probationary period:

| | |
|-----------------------|---------------------|
| August 30, 2002..... | 86 cents per hour |
| February 1, 2003..... | 91 cents per hour |
| February 1, 2004..... | 1.01 cents per hour |
| February 1, 2005..... | 1.06 cents per hour |

It is understood that hours “paid“ includes holidays, vacations, parental leave, disability and sickness (both work and non-work related), and adjustments to pay cheques.

In addition the employer will continue to make contributions on behalf of an employee for the first month of an authorized leave of absence.

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

30.02 All Health and Welfare payments shall be calculated from the first day (1st) of each month to the last day of each month, and shall be remitted and received by the trust of the Health and Welfare Plan of Local 75, prior to the fifteenth (15th) day of the following month.

The Employer will be responsible for loss of benefits to any employee because of any Employer’s default action in payments.

30.03 The Health & Wealth Plan Trustees will ensure that they act responsibly and prudently at all times.

30.04 REVIEW OF THE EMPLOYER’S PAYROLL RECORDS:

The Employer shall allow the properly authorized Trustee representative to review payroll records to ensure that the proper contributions are being made pursuant to Article 30.01 of this Agreement.

30.05 In the event that the Trustee intends to review the Employer's payroll records the Union shall first serve written notice on the Employer giving the Employer a reasonable period of advance notice.

30.06 CONTRIBUTIONREPORTS

The employer will submit to the Plan Administrator, a report that shows:

- a) the pay period
- b) for each employee – name, SIN, status (full-time or part-time), hours paid, department, classification, address and phone number
- c) total hour paid
- d) total contribution
- e) total taxes paid
- f) total amount of cheque

Upon request, the employer will submit the above listed information on disk or electronically, if feasible.

30.07 INTEREST ON DELINQUENT CONTRIBUTIONS

The Trustees of the H.E.R.E. Union Local 75 Health and Welfare Plan may charge interest on contributions to the Health and Welfare Trust which are overdue by more than 30 days at the rate of the Scotiabank 30 day GIC rate on the first day of the month in question plus 2% compounded monthly.

30.08 NEW BENEFITS (i.e. Drug Card, etc.)

Upon a decision of the Trustees of the H.E.R.E. Local 75 Health and Welfare Plan to change or improve benefits the employer will cooperate with the Plan Administrator in the introduction of any new benefit to eligible members, or change in benefits.

ARTICLE 31 – BEREAVEMENT LEAVE

31.01 Full-time regular employees of the Employer on completion of the probationary period of fifty (50) days worked shall be entitled to receive bereavement leave as follows:

An employee shall be entitled to receive three (3) days leave of absence with three (3) days pay at the time of death of a husband or wife, or child, or father or mother, or sister or brother, or mother-in-law, or father-in-law, or grandchildren or grandparents and same sex partners. Such will normally commence within seven (7) calendar days of the death, or later where circumstances render an earlier commencement impractical.

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

31.03 The total allowance in any one (1) year of an employee's employment shall be a maximum of six (6) days with pay.

ARTICLE 32 – PENSION PLAN

32.01 The Employer will pay thirty-five (35) cents per hour worked effective February 1, 2003 and forty (40) cents per hour worked effective February 1, 2005 and the employee will pay twenty (20) cents where an employee has completed fifty (50) days worked and an employee works regularly twenty (20) or more hours per week.

32.02 Where the H.E.R.E. Union Local 75 Pension Trust advises the employer that an eligible part-time employee has requested voluntarily to join the pension plan, the employer will commence contributions remittance on the first of the month following receipt of such advice.

32.03 All pension plan payments shall be calculated from the first (1st) day of each month to the last day of each month, and shall be remitted and received by the trust of the Pension Plan of Local 75, prior to the fifteenth (15th) day of the following month.

32.04 Should the trustees of the plan however wish to replace the defined contribution plan with another form of plan, the employers and employees will continue to remit any contribution to such new plan in accordance with the formula of Article 32.01.

ARTICLE 33 – CASH WAGES

33.01 The wage rates in effect will be as per Schedule (A) attached.

33.02

- (a) It is agreed that all gratuity employees (excluding Banquet employees) working split shifts will not be paid less than 8 hours per day over a 12 hour period.
- (b) It is agreed that for Apprentice Cooks, the incumbents will receive in addition to their percentage of wages which is governed by the Apprenticeship Act, the increase applicable to non tipped employees.

33.03 LEGISLATED WAGE RATES

- (a) It is agreed by the Parties to the principle of retaining during the life of this Agreement a twenty (20) cents per hour differential above the Provincial minimum wage for all employees who are affected.
- (b) This twenty (20) cents differential will at no time compound the regularly scheduled wage increases in the provided for wage adjustments attached hereto.

33.04 The fact that the classification exists shall not oblige the hotel to have employees in every classification.

33.05 The Parties agree to a starting rate. New employees will receive 80% of the contract rate in effect at the time of hiring after the date of ratification, for six months. This rate will only apply to new hires. It is further understood that probationary employees

will only qualify for those benefits legislated by the Province of Ontario.

Starter rate differentials adjustment will commence with the date of ratification in accordance with that shown in Schedule **A**.

33.06 Notwithstanding Article 33.05, Starting Rate, the Schedule of Wages contained in Schedule **A** is the minimum and shall be applicable to all employees; any employee who is receiving a higher rate of pay than the minimum shall not suffer any reduction because of the signing of this agreement, and she will be eligible for increases where applicable.

33.07 Those classifications in which a Hotel normally has employees shall not be eliminated during the life of this agreement without **prior** discussion between the Employer and a Union Officer.

ARTICLE 34 - ROOM SERVICE

34.01 In the Room Service Department, a suggested gratuity in amount **of** fifteen percent (15%) shall be shown on the guest's cheque, with the understanding that non payment of **all/any** service charge to the Hotel by the guest will be recoverable from the employee.

34.02 The Service charge **of** any function held in a hotel suite **or** private room, that is sold through sales and catering shall be split as follows; 75% to the unionized staff servicing the function; and 25% will be at the disposal of the catering manager **as** she feels best suited.

**ARTICLE 35 – SERVICE
DEPARTMENT/TOUR BAGGAGE**

35.01 The current \$2.20 per bag in and out will remain in effect until January 31, 2002.

This article does not apply to transportation crews unless the baggage fee is part of the crew contract with the hotel. The Union would have reasonable access to relative documents which would support management's claim that the crew contract does not contain a baggage fee. It is further agreed that effective February 1, 2003, the amount will change to \$2.30 per bag in and out. Effective February 1, 2004, the amount will change to \$2.40 per bag in and out. Effective February 1, 2005, the amount will change to \$2.50 per bag in and out.

35.02 Notwithstanding the above, the Parties agree that this will not affect those tour contracts signed prior to the ratification and signing of this Agreement. It is further agreed Management will make every effort within reason to contract, subject to this formula.

ARTICLE 36 – BANQUET DEPARTMENT

36.01 Full-time employees under Article 36 shall enjoy all benefits of all full-time regular employees unless otherwise stated in this schedule. Part-time employees under Article 36 will be entitled to all terms and conditions so spelled out in this schedule and shall be booked according to seniority and will receive vacation pay in accordance with the Employment Standards Act.

36.02 HOURS OF WORK AND OVERTIME

Hours of work and overtime provisions for all employees under this schedule shall be in conformity with the Employment Standards Act of the Province of Ontario, with the exception of Banquet Housemen who will be scheduled in accordance with the general body of this Agreement.

36.03 SERVICE CHARGE FOOD

It is agreed that of the total amount of the service charge left by the guest, seventy-five (75) percent will be set aside for the sharing among the servers who serve the food. **Two** (2) percent of the total amount will be set aside for the banquet housemen/porters, and twenty-three (23) percent of it will be set aside for the disposal of the Employer for distribution as he/she feels best suited.

36.04

- (a) Payment of service charge shall be equally divided amongst the servers who provide the service and they shall receive from the employer an itemized breakdown for each function worked and their service charge every two (2) weeks.
- (b) Payments of service charges shall be equally divided amongst the banquet housemen/porters and they shall receive from the employer an itemized breakdown for each function every two weeks.

36.05 The Parties recognize and agree for the need to standardize the method in the distribution of the service charge to Banquet (Union) Captains and provide the following mechanism to achieve this goal. The Employer will continue to pay, from the Management portion, the current distribution to these employees for the duration of this Agreement.

36.06A A. SERVICE CHARGE BEVERAGE: Effective the date of ratification, it is agreed that for any service performed for banquet bar, and all other banquet beverage service, that of the total amount of the service charge, seventy-four percent (74%) will be set aside for the sharing amongst the employees providing the service. Two percent (2%) of the total amount of the service charge will be set aside for the banquet housemen (porters) and twenty-four percent (24%) of the service charge will be set aside for the disposal of the Employer for distribution as she feels best suited.

36.06B C.O.D. BARS Effective February 1, 1994 Hotels will charge fifteen percent service charge. Effective the date of ratification it is agreed that of the service charge, seventy-four percent (74%) shall be set aside for service employees servicing the function and two percent (2%) shall be set aside for the banquet housemen (porters) and twenty-four percent (24%) of the service charge be set aside for the disposal of the Employer for distribution as she feels best suited.

36.06C Bartenders and Banquet Housemen shall receive an itemized breakdown for each function worked and their service charge every two (2) weeks.

36.07 It is further agreed that the checks, or relevant documents, showing the total amount of service charge signed by the guest will be available for inspection by the Union upon written request. Non-payments of such service charge to the hotel are subject to deduction from subsequent lists.

36.08 The Union shall be notified accordingly of such non-payments. Adjustments on any non-payments will be made by the Employer on a subsequent list of employees concerned.

36.09 A representative of the Union, upon written request, shall be permitted to make an audit of the relevant documents covering service charge distribution and submit an audit report to both Parties in writing declaring her findings within thirty (30) days of completion of audit. Failure to produce this audit will nullify the above clause and its intent.

36.10 An employee is entitled to one half (1/2) hour unpaid meal break following four (4) hours of work.

36.11 OTHER WORKING CONDITIONS

The number of steady Banquet Servers, and Bartender that should be scheduled as full-time in the following hotels are:

| | SERVERS | BARTENDERS |
|--|----------------|-------------------|
|--|----------------|-------------------|

| | | |
|---------------------|------|-----|
| Delta Chelsea Hotel | (10) | (6) |
|---------------------|------|-----|

36.12 It is further agreed between the Parties that should the Employer, either through increased volume, decreased volume, expanded or decreased facilities,

find it necessary to increase or decrease capped numbers they may do so by using a base of thirty-five (35) hours per week. Such increase and/or decreases shall be discussed with a Union Officer prior to any changes.

36.13 It is further understood and agreed between the Parties that the above noted capped numbers do not constitute and guarantee that work will be available nor the Employer is required to keep them at this level.

36.14 The Parties further agree that all full-time Banquet servers covered under Article 36 will be assigned on a rotation basis with a view to equalizing the available functions, covers and income earned through the service charge where it is possible without any restriction mentioned in Article 36.17.

36.15 The Parties agree due to the potential variation of earnings caused by this rotation system that could result in a non-equal distribution of breakfasts, lunches and dinners, no employee will have right to refuse assignments.

36.16 An employee who refuses two (2) scheduled work assignments in any two (2) normal work weeks shall be considered as having terminated their employment by the company.

36.17 MANAGEMENT FUNCTIONS

The Employer agrees to a ten percent (10%) service charge on the retail price, payable to the service staff for Hotel sponsored functions.

36.18 CLEAN-UP FOR DINNER/DANCE

- (a) Servers will set up functions assigned to them for service of food and after the function is over they will clean up the assigned function and leave the tablecloths on the tables.
- (b) Where a Server is required to perform clean-up work, the Server will receive the Houseperson rate for hours worked.
- (c) If extra help is required for clean-up, the Manager will request before the start of this function, the number of servers needed to stay for cleaning up of the function. If the Manager does not have a response to her request, she will appoint the number needed from part-time Servers who worked at the function. Full-time Servers will have a first refusal by seniority strictly on a voluntary basis.
- (d) Notwithstanding the above paragraph, should no part-time Servers be scheduled, the Manager will have the right to schedule from the group of employees serving the function, and to select in an inverse order or seniority the required number of people for any clean-up work.

36.19 SERVING THE WINE

- (a) It is understood that servers will set up functions, and serve the wine, put all glasses on the tables, clean up bottles and wine glasses after the function.

(b) It is also understood that when a bartender is requested to set up the wine service she will receive a share of the staff portion of the gratuities as follows:

| | |
|--------------------------|-----|
| Servers | 58% |
| Bartenders | 40% |
| Banquet Housemen/Porters | 2% |

(c) Where there is both bar and food service requested for a function there shall be one bartender scheduled with the necessary servers. For 50 guests or less the servers and the bartender shall be responsible for the service of the food, bar, and wine service. The bar, wine and food gratuity shall be combined and divided equally.

(d) It is also understood that any function over 50 guests shall be the responsibility of the bartender to service the guest excluding the food and wine. Food and wine service shall be paid at the server's rate, bar service shall be paid at bartenders rate.

36.20 A Server shall not be required to perform a Cook's duty.

36.21 (Part ~ time employees - clarification)

The parties recognize that due to the peculiarities of the hotel during business and the Banquet Department there will be periods during the employee's year where they will work in excess of the normal part-time cap of twenty-one (21) hours, but for the above stated reasons will not enjoy the full-time benefits as indicated.

36.22 It is also recognized in the interest of prioritizing work assignments to senior people they may work in excess of the maximum required by the part-time person however, in doing so will not change their status or benefits.

36.23 All other Banquet servers hired on a part-time basis will be in accordance with the Banquet Article

36.24 Full-time Banquet servers will be entitled to at least one day off duty in every week in accordance with seniority. The employer will, subject to its right to maintain a qualified and efficient workforce, use its best efforts to schedule said days off as requested by full-time employees, with regard given to the demand of the service. Full-time employees will advise their supervisor by noon the day prior to the posting of the schedule of their preferred days off.

ARTICLE 37 – RETIREMENT

37.01 Normal retirement for all employees will be age 65 and employees shall retire from employment at the conclusion of the month during which they turn 65.

37.02 Notwithstanding the foregoing, such employees may not necessarily be compelled to stop work at age 65 and may continue to be employed after age 65.

37.03 Extensions of employment beyond the age 65 will be based on the needs and requirements of the employee's department and the capabilities and work performance of the employee.

37.04 Any extensions granted will be for a one (1) year period only on such terms and conditions as determined by the Employer and the Union at the time of review but further one year extensions may also be applied for under the same terms and conditions set out above.

37.05 In recognition of employees who have age and service equal to or greater than seven-five, the "Rule of 75" has been created to assist for immunity from the required declaration and as an aid towards retirement. A list of employees whose combination of age plus house seniority are equal to or greater than 75 at December 31 will be prepared by department. Based on operational capability of the department to allow a certain number of employees to be approved and in descending order of posted classification seniority, the eligible employees may identify their desire to continue their weekly schedules of less than five (5) days. Approved employees will continue to maintain full-time status and will not be scheduled or entitled to hours beyond those agreed. Where arrangements can not be made to implement the Rule of 75 in a department, discussion shall occur between the Union and the Employer with the above goal in mind. In any event, this provision shall not constitute super-seniority.

ARTICLE 38 - TECHNOLOGICAL CHANGE

38.01 Technological change **shall** be defined as the introduction by the Employer of equipment or materials of a different nature on hand than that

previously used by the Employer, or a change in the manner, method or procedure in which the Employer carries on his business that is related to the introduction of that equipment or material, and as a result of which five (5) or more full-time bargaining unit employees will risk loss of employment.

Under such circumstances the Employer will provide sixty (60) calendar days notice to the Union of such change.

Any full-time employee who risks loss of employment as a direct result of a technological change shall be eligible for retraining to equip the employee to operate the new equipment, provided the employee has the aptitude to learn to operate the new equipment. If such training is practical, it will be provided for by the Employer without cost to the employee.

Any full-time employee who is unable to be retrained for the work described above, shall be provided training of up to 10 days, at the regular hourly rate, for a vacant position, so long as there are no other senior qualified applicants for the position.

In cases where retraining is not practical and/or where the employee has not taken advantage of the provisions of seniority to obtain another position within the hotel, the company undertakes forwarding copies of all job postings for six (6) months for which the employee may have the requisite skills for the hotel or where possible, other hotels in the chain in the immediate area for which the employee may then be considered.

ARTICLE 39 – LIFE LONG LEARNING FUND

39.01 The Employer agrees to contribute one (1) cent per hour from date of ratification per hour worked per employee into the H.E.R.E. Local 75 Life Long Learning fund.

The Employer recognizes that education is a continuing process. Accordingly the Employer shall allow the Union to sponsor education functions such as seminars and workshops to be held on the employer's premises in facilities when they are available at no charge to the Union.

Inasmuch as the Union and the Employer have a joint belief in providing support to upgrade existing employees, the fund will be used exclusively to ensure that employees are prepared to pursue the challenges of the day to day change in life experiences in the workplace.

39.02 The Union will keep the Company informed on a quarterly basis of the utilization, the amount spent and the book balance of said Life Long Learning Fund.

ARTICLE 40 - CULTURE FUND

40.01 The Employer agrees to contribute one cent (\$.01), from date of ratification, per hour worked per employee into the H.E.R.E. Local 75 World Culture Fund of Toronto's Hotel Workers.

40.02 The Union will keep the Company informed on a quarterly basis of the utilization, the amount spent and the book balance of said Culture Fund.

ARTICLE 41-- TERMINATION OR MODIFICATIONS

41.01 This Agreement shall be in effect February 1, 2002 and continue in effect until January 31, 2006 unless either Party gives notice in writing to the other party that amendments are required, or that the party intends to terminate the Agreement, it shall continue in effect until the 31 January, 2006 and so on from year to year thereafter.

41.02 Notice that amendments are required, or that either Party intends to terminate the Agreement, may only be given during the month of November, and in subsequent years in the said month of November.

41.03 The Parties hereto agree to meet for the purpose of negotiations within ten (10) days after the giving of such notice. The Collective Agreement shall remain in effect until a new agreement is negotiated or until either party is in a legal strike/lockout position in accordance with OLRA. It is understood that during any negotiation, following upon notice of termination or notice of amendment, either Party may bring forward counter proposals arising out of, or related to the original proposals.

41.04 On completion of negotiations for a new contract, if an agreement is reached between the Employer and the Union Negotiating Committee, a Memorandum of full Settlement shall be drawn up and signed by the Parties covering all and every amendment to the Contract before the Agreement is presented by the Union to the membership for ratification.

41.05 The Company agrees to print the collective Agreement with the understanding that competitive bids will be invited from unionized printers only.

DULY EXECUTED BY THE PARTIES HERETO

FOR:
HOTEL EMPLOYEES
RESTAURANT
EMPLOYEES UNION,
LOCAL 75
(Union Executive and
Negotiating Committee)

FOR:
DELTA CHELSEA
HOTEL

Paul Gifford
Borai Abdullahman
Bonnie M. Fontane
Victoria O. Sabatino

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING #1

BETWEEN: DELTA CHELSEA HOTEL

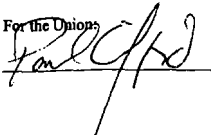
AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

RE:
SUBCONTRACTING/LEASING/CONTRACTING
IN & OUT

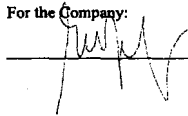
No employee employed on the date of signing of this collective agreement shall be laid off during the term of this agreement as a direct result of the Employer contracting out any work currently performed by present employees.

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

For the Union:

A handwritten signature in black ink, appearing to be "Paul C. [unclear]", written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "John [unclear]", written over a horizontal line.

LETTER OF UNDERSTANDING #2

BETWEEN: DELTA CHELSEA HOTEL

**AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75**

RE: BARGAINING UNIT WORK

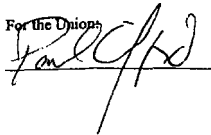
The parties agree to address the issue of bargaining unit work being done by non-bargaining unit personnel in the following departments.

- Banquets
- Kitchen
- Laundry
- Market Garden
- Room Service
- Bb33

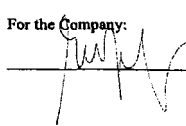
The parties intend on the minimization of bargaining unit **work** performed by non-bargaining unit personnel in these departments and to that effect will meet by department to discuss the problem and set parameters on the performance of such work. The parties will implement these guidelines for a trial period of six months, upon which time, another meeting will be **held** to review the matter.

Without prejudice, it is understood that at any time a grievance may be filed under Article 2.06.

For the Union:



For the Company:



LETTER OF UNDERSTANDING #3

BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

RE: EXTRA HOURS

The hotel agrees to offer all extra hours including overtime hours by classification seniority, subject to the following:

- (a) If a manager becomes aware that extra hours **are** required due to unforeseen circumstances at least **four** hours prior to it's requirement and that it will provide a person with four or more hours of work, she may first call and offer a part -time or full-time employee within the classification so long **as** she has not maximized her hours **for** that week. Should an insufficient number of part-time and or full-time employees accept these extra hours, management will offer the extra hours in descending order of classification **seniority**.

If there are still an insufficient number of employees in the classification, who accept extra hours, then employees working the current schedule, who were not previously **asked**, shall be asked, in order of descending seniority in accordance with Article 24.

Should **an** insufficient number of employees working in *the* classification, not agree to accept the

extra hours assignment, management may assign the hours to employees in accordance with Article 20.04 and 20.05.

In the last resort, employees working the current schedule in the classification shall be assigned the work in inverse order of seniority in accordance with Article 24.

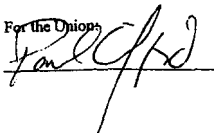
- b) In the event of a requirement for less than four hours of extra work, the employer may first consider full-time and/or part-time employees in the classification to do the work, so long as she has not maximized for the week.

The employer will next offer the work to employees working the current schedule in the classification in descending order of seniority in accordance with Article 24.

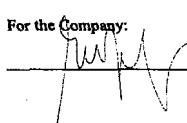
If there are an insufficient number of employees working the current shift who do not agree to accept the extra hours assignment, then the work may be assigned in accordance with Article 20.04 and 20.05.

If thereafter there are still an insufficient number of employees, the junior employee in ascending order working the current schedule in the classification, shall be assigned the hours in inverse order of seniority.

For the Union:

A handwritten signature in black ink, appearing to read "Paul G. Ford", written over a horizontal line.

For the Company:

A handwritten signature in black ink, consisting of several loops and strokes, written over a horizontal line.

LETTER OF UNDERSTANDING #4

BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

RE: CUSTOMER SERVICE

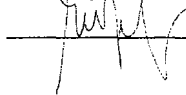
Where matters related to unacceptable customer service arise, particularly as the result of interdepartmental and/or classification conflict, the parties agree to work together with the employees involved, to resolve the matter to the satisfaction of the hotel and the union.

Failure to resolve the matter, may result in the hotel or the union filing a grievance and submitting the matter to arbitration for resolution.

For the Union:

A handwritten signature in black ink, appearing to be "J. M. [unclear]", written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "J. [unclear]", written over a horizontal line.

LETTER OF UNDERSTANDING #5

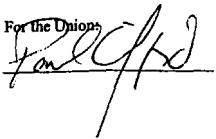
BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

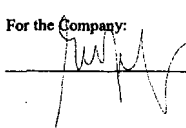
RE: MODIFIED WORK

The parties agree to implement a new modified work program for existing employees within six months of the ratification of this collective agreement. During this six month period, the employer agrees to maintain those employees presently on modified duties subject to their ongoing medical status and subject to a third party assessment, should one be required in the opinion of the Employer.

For the Union:

A handwritten signature in black ink, appearing to be "J. M. [unclear]", written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "J. M. [unclear]", written over a horizontal line.

LETTER OF UNDERSTANDING #6

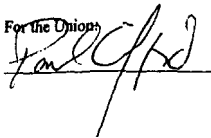
BETWEEN: DELTA CHELSEA HOTEL

**AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75**

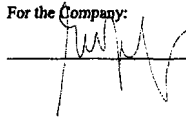
RE: LOCKER INSPECTIONS

The parties agree to have the presence of Shop Stewards or designated Bargaining Unit members to participate with the security department to conduct locker inspections at any time during the week.

For the Union:

A handwritten signature in black ink, appearing to be "J. R. [unclear]", written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "J. [unclear]", written over a horizontal line.

LETTER OF UNDERSTANDING #7

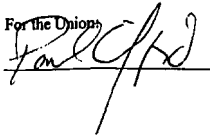
BETWEEN: DELTA CHELSEA HOTEL

**AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75**

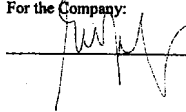
RE: COTS

The sum of one dollar (\$1.00) for the combination of set up/take down of a cot by the Room Attendant and/or House Person and one dollar (\$1.00) for the Room Attendant and or House Person for the make up of a cot, will be paid effective the date of ratification.

For the Union:

A handwritten signature in black ink, appearing to be "Paul G. P.", written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "John W.", written over a horizontal line.

LETTER OF UNDERSTANDING #8

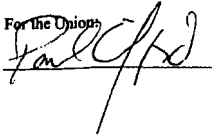
BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

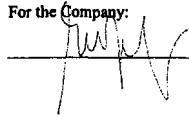
RE: TRAINING PREMIUM

A training premium will be paid to a qualified Designated Trainer in accordance with Delta's on line training program. Employees not qualified for the training premium will not be required to train.

For the Union:

A handwritten signature in black ink, appearing to read "Paul G. P.", written over a horizontal line.

For the Company:

A handwritten signature in black ink, written over a horizontal line.

LETTER OF UNDERSTANDING #9

BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

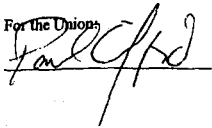
RE: GUEST ROOM SPECIAL SET UP

The parties agree that work performed by the Houseperson from any department for the set up and tear down of each guest room will be at the rate of \$25.00. The said gratuity will only apply if the guest is charged for set up and tear down.

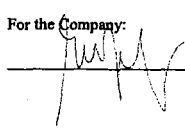
These monies will be totaled at the end of every two weeks and will be equally divided between the employees who perform the task.

The hotel shall post in the Banquet office, and the Housekeeping Department, a list of all functions subject to this charge over the past two weeks. Records of these calculations will be made available to the Union for inspection upon 48 hour notice.

For the Union:

A handwritten signature in black ink, appearing to be "J. [unclear]", written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "J. [unclear]", written over a horizontal line.

LETTER OF UNDERSTANDING #10

BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

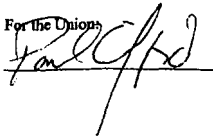
RE: RATES AND FAVOURS DELIVERY CHARGE
– IN ROOM DINING

The company agrees to the following Rates & Favours delivery charges:

1. Gratuities for items on the Rates & Favours list will be paid at \$1.75 per delivery of packaged item.
2. The rate for delivery of the "Honeymoon Package" as defined in the Rates and Favours menu, will be \$5.50.
3. The rate for delivery of the "Wine and cheese Package" as defined in the Rates and Favours menu, will be \$3.00.
4. The rate for any special or promotional package designed in the future shall be negotiated with the union.
5. Alcohol will be paid at a rate of \$1.75 per type of alcohol per drop (i.e. blue light will be paid at \$1.75, but a bottle of scotch and a bottle of vodka would be paid at \$10.00 per day).

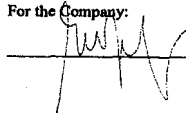
6. The parties agree that a delivery of an alcohol item **includes** the **required** mix, **condiments**, **stir** sticks, napkins, etc.
7. **There** will be no additional charges for necessary serving items.
8. The parties understand and agree that the employer has the right to amend the Rates & Favours List and will communicate any changes to the Union prior to implementation.
9. Replenish coffee at the rate of \$1.00 per room.
10. Set up bar at the rate of \$15.00 and replenish bar at the rate of \$10.00.

For the Union:



A handwritten signature in black ink, appearing to be "Tom [unclear]", written over a horizontal line.

For the Company:



A handwritten signature in black ink, appearing to be "John [unclear]", written over a horizontal line.

LETTER OF UNDERSTANDING #11

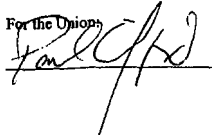
BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

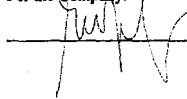
RE: IN ROOM DINING ~ APPLICATION OF
ARTICLE 23.02

In the In Room Dining Department, in accordance with classification seniority, an employee will be allowed to maximize his/her hours in six (6) weekly scheduled shift, as per Article 24.05.

For the Union:

A handwritten signature in black ink, appearing to be "Frank" or similar, written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "J. M. ..." or similar, written over a horizontal line.

LETTER OF UNDERSTANDING #12

BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

RE: FLORIANNA TOMEI

April 29, 1999

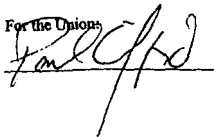
Re: Floriana Tomei

This letter will serve as a letter of understanding concerning the distribution of gratuities of coffee break functions.

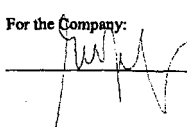
Floriana Tomei agrees to give 25% of her total coffee break gratuities to the individual(s) who assist(s) her in setting up **and** cleaning for the coffee break functions. Those employees who assist Floriana will be responsible for dividing the total 25% of the gratuities between themselves. The individual(s) who assist(s) with set ups and clearing of coffee break functions will only receive gratuities **for** the functions that he/they help(s) with.

This agreement will remain **in** effect until such time as Floriana no longer **performs** the coffee service function and at that time the arrangements may be reassessed. This agreement will not affect the manner in which Floriana is currently scheduled.

For the Union:

A handwritten signature in black ink, appearing to be "Floriana Tomei", written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "John J. ...", written over a horizontal line.

LETTER OF UNDERSTANDING #13

BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

RE: APPRENTICE COOKS

The parties hereby agree that in order to provide an effective apprenticeship program in the hotel, the following draft letter will be used to outline the terms and conditions of employment for any approved apprentices, while employed as apprentices at the Delta Chelsea Hotel.

Draft Letter

Dear

As we discussed, we wish to offer you a position as a First Year Apprentice in the apprenticeship Training Program with the Delta Chelsea Hotel. The terms and conditions of this program are as follows:

1. Your job classification will be Apprentice and you will report directly to the Executive Chef or his/her designate. Your start date will be....
2. In accordance with the Apprenticeship Act, the term and the appropriate rate of pay shall be:
 - First 2080 hours 65% of a First Cook rate
 - Second 2080 hours 75% of a First Cook rate

-Third 2080 hours 85% of a First Cook rate

3. Upon completion of your probationary period and in accordance with the provisions of the Local 75 Health & Welfare Trust, you will be eligible for benefit coverage in accordance with the plan.
4. Delta Chelsea Hotel will pay the registration fee, currently \$40.00, to the Ministry however should you terminate your employment with the Delta Chelsea Hotel prior to the completion of your apprenticeship program, you agree to have this amount deducted from your last pay cheque.
5. **You** agree to follow all training and instruction provided by the Delta Chelsea Hotel in accordance with the Apprenticeship and Tradesmen's Qualification Act and by the regulations thereunder for a period of the "on-the-job training hours" as determined by the Delta Chelsea Hotel.
6. At the end of your program, **you** must write the Certificate of Qualification Examination with the local apprenticeship Branch office of the Ministry of Skills Development, in order to obtain your Certificate of Qualification. The Delta Chelsea Hotel **will** pay the fee **for** this exam, on one occasion only.
7. This contract is binding for your training period only. Once your training is complete and you have written the exam on one occasion, your

employment with the Delta Chelsea Hotel will be terminated.

8. In the event that there is an available position for which you are qualified, you will be considered as a new employee, if you are successful in obtaining the position.

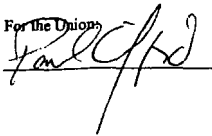
Please ensure that all the terms and conditions as set out herein, are acceptable to you. If you have any questions please do not hesitate to discuss them with me. Please sign one copy and return it to me by....

I wish you success in your new position as apprentice and am sure that you will find your training program both challenging and rewarding.

Sincerely,

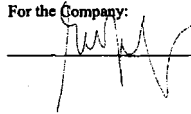
I accept the position in accordance with the terms described herein.

For the Union:



A handwritten signature in black ink, appearing to be 'Frank [unclear]', written over a horizontal line.

For the Company:



A handwritten signature in black ink, appearing to be 'John [unclear]', written over a horizontal line.

LETTER OF UNDERSTANDING#14

BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

RE: MAINTENANCE DEPARTMENT
CLASSIFICATIONS

The parties agree to the following terms governing the classifications in the Maintenance Department

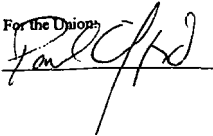
1. The long term goal **of** the hotel is to reduce the number of classifications to the following:

General Maintenance Mechanic
Preventative Maintenance Mechanic
Electrician
Painter
Carpenter
Yard Person
2. As there are a number of individuals who have had "specialty" titles, there will be a transition strategy, which will allow certain incumbents to continue to use a combined job title, although for purposes of the application of seniority, all employees will be ranked according to the above classifications in descending order of department seniority. (i.e. all employees will have their department seniority converted to classification seniority for the above noted classifications).

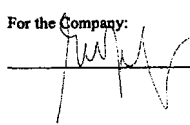
3. The combined job titles **for** certain individuals will be:

General Maintenance Mechanic/Locksmith
4. Where there have been "specialty task" which will now require all individuals to perform, the employer will provide adequate training to ensure that all affected employees **will** be properly qualified.
5. For those who maintain a combined job title, in the event **of** their departure, references will be provided in accordance with the combined job title.
6. **As** the incumbents vacate their position, the hotel will employ the classification titles in #1 **for** the new employees.

For the Union:

A handwritten signature in black ink, appearing to be "J. M. [unclear]", written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "J. [unclear]", written over a horizontal line.

LETTER OF UNDERSTANDING #15

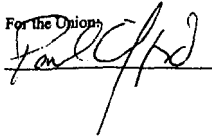
BETWEEN DELTA CHELSEA HOTEL

**AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75**

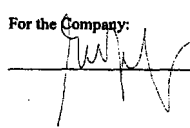
RE: GHOST SCHEDULES

The employer agrees to discontinue the practice of Ghost Schedule and Declaration process from all departments except Housekeeping and Laundry effective January 1, 2003.

For the Union:

A handwritten signature in black ink, appearing to be "Paul G. P.", written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "J. W. P.", written over a horizontal line.

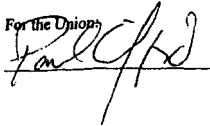
LETTER OF UNDERSTANDING#16

BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

RE: RETIREMENT ALLOWANCE

For those employees whose age and service equal 75 and who choose to retire after the age of 60 shall be entitled to a lump sum payment of \$1000.00 for every five (5) years of service or part thereof to a maximum of \$5000.00.

For the Union:


For the Company:


LETTER OF UNDERSTANDING #17

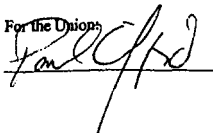
BETWEEN: DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

RE: LETTER **FROM** GENERAL MANAGER ON
CONTRACTING OUT

This letter serves to confirm that there are no present plans on date of signing this letter to contract out any work or department that would result in the permanent layoff of any current employee.

For the Union:

A handwritten signature in black ink, appearing to be "J. M. [unclear]", written over a horizontal line.

For the Company:

A handwritten signature in black ink, appearing to be "J. M. [unclear]", written over a horizontal line.

LETTER OF UNDERSTANDING #18

BETWEEN DELTA CHELSEA HOTEL

AND: HOTEL EMPLOYEES, RESTAURANT
EMPLOYEES UNION, LOCAL 75

RE: COLLECTIVE AGREEMENT AND
SCHEDULE "A"

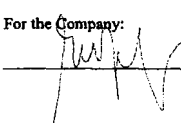
The parties have agreed to delete the following classification/department from the Collective Agreement for administrative purposes, since no employees are currently occupying this classification.

Mini-Bar Department – Mini Bar Attendant
Wittles Cashiers – Wittles Bus Persons
Banquet Captain

It *is* understood that the deletion of this classification/department is for administrative purposes only and that should the hotel reintroduce the classification, it will be part of the bargaining unit. The wage rate in such circumstances will reflect the wages as of August 2001, taking into consideration percentage increases since that time.

The parties agree that the existence of a job classification listed in Schedule "A" does not require that the Employer fill that job classification.

For the Union:


For the Company:


| Delta Chelsea Hotel Classification, Department and Wage Rate | | | | | | | | | | |
|---|----------|----------|----------|--|----------|----------|----------|----------|----------|----------|
| | Aug 1/01 | Feb 1/02 | Aug 1/02 | Date of Ratification Adjustment Aug 30/02 | Feb 1/03 | Aug 1/03 | Feb 1/04 | Aug 1/04 | Feb 1/05 | Aug 1/05 |
| <u>Non-grat Adjustment</u> | | 1.5% | 1.5% | | 1.5% | 1.5% | 2.0% | 2.0% | 2.0% | 2.0% |
| <u>Grat Adjustment</u> | | 1% | 1% | | 1% | 1% | 1% | 1.5% | 1% | 1.5% |
| HOUSEKEEPING | | | | | | | | | | |
| Houseperson | 12.84 | 13.03 | 13.23 | 0 15 | 13.38 | 13.58 | 13.78 | 14.06 | 14.34 | 14.63 |
| Lobby Porter | 12.84 | 13.03 | 13.23 | 0 15 | 13.38 | 13.58 | 13.78 | 14.06 | 14.34 | 14.63 |
| Locker Attendant | 12.84 | 13.03 | 13.23 | 0 15 | 13.38 | 13.58 | 13.78 | 14.06 | 14.34 | 14.63 |
| Room Attendant | 12.84 | 13.03 | 13.23 | 0 15 | 13.38 | 13.58 | 13.78 | 14.06 | 14.34 | 14.63 |
| COMMUNICATIONS | | | | | | | | | | |
| Operator | 12.84 | 13.03 | 13.23 | | 13.43 | 13.63 | 13.90 | 14.18 | 14.46 | 14.75 |
| SERVICE(BELL/DOOR) | | | | | | | | | | |
| Bell Captain * | 9.33 | 9.42 | 9.52 | | 9.61 | 9.71 | 9.81 | 9.95 | 10.05 | 10.20 |
| Bellperson * | 8.51 | 8.60 | 8.68 | | 8.77 | 8.86 | 8.94 | 9.06 | 9.17 | 9.31 |
| Doorperson * | 8.97 | 9.06 | 9.15 | | 9.24 | 9.33 | 9.43 | 9.57 | 9.66 | 9.81 |
| Package Service * | 8.56 | 8.65 | 8.73 | 13 38** | 13.58 | 13.78 | 14.06 | 14.34 | 14.63 | 14.92 |
| GARAGE | | | | | | | | | | |
| Cashier | 12.84 | 13.03 | 13.23 | | 13.43 | 13.63 | 13.90 | 14.18 | 14.46 | 14.75 |
| valet | 11.31 | 11.48 | 11.65 | | 11.82 | 12.00 | 12.24 | 12.49 | 12.74 | 12.99 |

| | Aug 1/01 | Feb 1/02 | Aug 1/02 | Date of Ratification Adjustment Aug 30/02 | Feb 1/03 | Aug 1/03 | Feb 1/04 | Aug 1/04 | Feb 1/05 | Aug 1/05 | |
|---------------------------------|----------|----------|----------|--|----------|----------|----------|----------|----------|----------|-------|
| <u>No rat Adjustment</u> | | 1.5% | 1.5% | | 1.5% | 1.5% | 2.0% | 2.0% | 2.0% | 2.0% | |
| <u>Grat Adjustment</u> | | 1% | 1% | | 1% | 1% | 1% | 1.5% | 1% | 1.5% | |
| LAUNDRY | | | | | | | | | | | |
| Chute Person | 12.86 | 13.05 | 13.25 | 0.15 | 13.40 | 13.60 | 13.80 | 14.08 | 14.36 | 14.65 | 14.94 |
| Washperson | 12.86 | 13.05 | 13.25 | 0.15 | 13.40 | 13.60 | 13.80 | 14.08 | 14.36 | 14.65 | 14.94 |
| Runner | 12.84 | 13.03 | 13.23 | 0.15 | 13.38 | 13.58 | 13.78 | 14.06 | 14.34 | 14.63 | 14.92 |
| Uniform Attendant | 12.84 | 13.03 | 13.23 | 0.15 | 13.38 | 13.58 | 13.78 | 14.06 | 14.34 | 14.63 | 14.92 |
| Utility Person | 12.84 | 13.03 | 13.23 | 0.15 | 13.38 | 13.58 | 13.78 | 14.06 | 14.34 | 14.63 | 14.92 |
| REPAIR & MAINTENANCE | | | | | | | | | | | |
| General Maintenance | 15.39 | 15.62 | 15.85 | | 16.09 | 16.33 | 16.66 | 16.99 | 17.33 | 17.68 | |
| Maintenance Electrician | 15.39 | 15.62 | 15.85 | | 16.09 | 16.33 | 16.66 | 16.99 | 17.33 | 17.68 | |
| Maintenance Painter | 15.39 | 15.62 | 15.85 | | 16.09 | 16.33 | 16.66 | 16.99 | 17.33 | 17.68 | |
| Yardsperson | 13.80 | 14.01 | 14.22 | | 14.43 | 14.65 | 14.94 | 15.24 | 15.54 | 15.85 | |
| KITCHEN | | | | | | | | | | | |
| Station Chef | 17.11 | 17.37 | 17.63 | | 17.89 | 18.16 | 18.52 | 18.89 | 19.27 | 19.68 | |
| 1st Cook | 15.58 | 15.81 | 16.05 | | 16.29 | 16.53 | 16.86 | 17.20 | 17.54 | 17.89 | |
| 2nd Cook | 14.49 | 14.71 | 14.93 | | 15.15 | 15.38 | 15.69 | 16.00 | 16.32 | 16.65 | |
| 1st Year Apprentice | 10.12 | 10.27 | 10.42 | | 10.58 | 10.74 | 10.95 | 11.17 | 11.39 | 11.62 | |
| 2nd Year Apprentice | 11.68 | 11.86 | 12.04 | | 12.22 | 12.40 | 12.65 | 12.90 | 13.16 | 13.42 | |
| 3rd Year Apprentice | 13.24 | 13.44 | 13.64 | | 13.84 | 14.05 | 14.33 | 14.62 | 14.91 | 15.21 | |
| Kitchen Helper | 12.84 | 13.03 | 13.23 | | 13.43 | 13.63 | 13.90 | 14.18 | 14.46 | 14.75 | |
| STEWARDED | | | | | | | | | | | |
| Dishwasher | 12.94 | 13.03 | 13.23 | 0.15 | 13.38 | 13.58 | 13.78 | 14.06 | 14.34 | 14.63 | 14.92 |
| steward | 12.84 | 13.03 | 13.23 | 0.15 | 13.38 | 13.58 | 13.78 | 14.06 | 14.34 | 14.63 | 14.92 |

| | Aug 1/01 | Feb 1/02 | Aug 1/02 | Date of Ratification Adjustment Aug 30/02 | Feb 1/03 | Aug 1/03 | Feb 1/04 | Aug 1/04 | Feb 1/05 | Aug 1/05 |
|----------------------------|----------|----------|----------|--|----------|----------|----------|----------|----------|----------|
| Non-grat Adjustment | | 1.5% | 1.5% | | 1.5% | 1.5% | 2.0% | 2.0% | 2.0% | 2.0% |
| Grat Adjustment | | 1% | 1% | | 1% | 1% | 1% | 1.5% | 1% | 1.5% |
| IN-ROOM DINING | | | | | | | | | | |
| Busperson | 10.00 | 10.15 | 10.30 | | 10.45 | 10.61 | 10.82 | 11.04 | 11.26 | 11.49 |
| Server* | 8.50 | 8.59 | 8.68 | | 8.77 | 8.86 | 8.95 | 9.08 | 9.17 | 9.31 |
| Order-Taker | 13.01 | 13.21 | 13.41 | | 13.61 | 13.81 | 14.09 | 14.37 | 14.66 | 14.95 |
| RECREATION | | | | | | | | | | |
| Pool Attendant | 12.84 | 13.03 | 13.23 | | 13.43 | 13.63 | 13.90 | 14.18 | 14.46 | 14.75 |
| BARS AND LOUNGES | | | | | | | | | | |
| Bar Porter | 12.26 | 12.44 | 12.63 | | 12.82 | 13.01 | 13.27 | 13.54 | 13.81 | 14.09 |
| Stool Bartender | 12.28 | 12.46 | 12.65 | | 12.84 | 13.03 | 13.29 | 13.56 | 13.83 | 14.11 |
| Combined Bartender | 13.09 | 13.29 | 13.49 | | 13.69 | 13.90 | 14.18 | 14.46 | 14.75 | 15.05 |
| Service Bartender | 14.18 | 14.37 | 14.58 | | 14.81 | 15.03 | 15.33 | 15.64 | 15.95 | 16.27 |
| Server* | 8.50 | 8.59 | 8.68 | | 8.77 | 8.86 | 8.95 | 9.08 | 9.17 | 9.31 |

Classification, Department and Wage Rate

| | Aug 1/01 | Feb 1/02 | Aug 1/02 | Date of Ratification Adjustment | Feb 1/03 | Aug 1/03 | Feb 1/04 | Aug 1/04 | Feb 1/05 | Aug 1/05 |
|-------------------------------|----------|----------|----------|---------------------------------------|----------|----------|----------|----------|----------|----------|
| Non-grat Adjustment | | 1.5% | 1.5% | | 1.5% | 1.5% | 2.0% | 2.0% | 2.0% | 2.0% |
| Grat Adjustment | | 1% | 1% | | 1% | 1% | 1% | 1.5% | 1% | 1.5% |
| Stores | | | | | | | | | | |
| F&B Storeperson | 12.84 | 13.03 | 13.23 | | 13.43 | 13.63 | 13.90 | 14.18 | 14.46 | 14.75 |
| Bb33 | | | | | | | | | | |
| Server * | 8.50 | 8.59 | 8.68 | | 8.77 | 8.86 | 8.95 | 9.08 | 9.17 | 9.31 |
| Service Bartender | 14.16 | 14.37 | 14.59 | | 14.81 | 15.03 | 15.33 | 15.64 | 15.95 | 16.27 |
| Hostess/Host | 12.84 | 13.03 | 13.23 | | 13.43 | 13.63 | 13.90 | 14.18 | 14.46 | 14.75 |
| MARKET GARDEN | | | | | | | | | | |
| Attendant | 10.00 | 10.15 | 10.30 | | 10.45 | 10.61 | 10.82 | 11.04 | 11.26 | 11.49 |
| Cashier | 12.84 | 13.03 | 13.23 | | 13.43 | 13.63 | 13.90 | 14.18 | 14.46 | 14.75 |
| Combined Bartender | 13.09 | 13.29 | 13.49 | | 13.69 | 13.90 | 14.18 | 14.46 | 14.75 | 15.05 |
| ** Article 36 | | | | | | | | | | |
| Banquet. Department server | 8.50 | 8.59 | 8.68 | | 8.77 | 8.86 | 8.95 | 9.08 | 9.17 | 9.31 |
| Bartender* | 13.31 | 13.44 | 13.57 | | 13.71 | 13.85 | 13.99 | 14.20 | 14.34 | 14.56 |
| Houseperson | 12.71 | 12.90 | 13.09 | | 13.29 | 13.49 | 13.76 | 14.04 | 14.32 | 14.61 |

* Gratuity Position ** package/delivery rate change as of Jan 01, 2003

Night Shift Premium - All employees who work the night shift commencing between 11:00 PM and 12:00 AM shall be paid a premium of \$0.50 per hour.

94