

Collective Agreement

BETWEEN

**Grand Toronto Venture L.P.,
A Delaware Limited Partnership Doing Business As
Park Hyatt Toronto**

PARK HYATT TORONTO*

-and-

**S.E.I.U. Local 2 – Brewery, General, & Professional Workers Union
C.L.C.**



Effective: April 1, 2007

Expiry: March 31, 2012

13174 (02)

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BETWEEN

**Grand Toronto Venture L.P.,
A Delaware Limited Partnership Doing Business As
Park Hyatt Toronto
(Hereinafter Called The "Employer")**

-and

**S.E.I.U. Local 2 – Brewery, General, & Professional Workers Union
(Hereinafter Called The "Union")**

ARTICLE 1 - GENERAL 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 hours and wages for all employees who are subject to the provisions of the 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.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees in the classifications set out in Schedule "A" hereto and the Employer agrees that it will not enter into any agreement or contract with any employees covered by the terms of this Agreement which is in conflict with any of the provisions of this Agreement.

ARTICLE 3 - NO STRIKES OR LOCKOUT

- 3.01 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 this Agreement, which will stop or interfere with production or services.
- 3.02 The words "strike" and "lock-out" in this Agreement shall mean "strike" and "lock-out" as defined in the Ontario Labour Relations Act.
- 3.03 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.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) establish and enforce reasonable rules and regulations governing the conduct of the employees, the Union will be advised of changes or amendments in such rules and regulations;
- (c) hire, promote or transfer employees;
- (d) discharge, suspend, demote or otherwise discipline employees for just cause;
- (e) generally to manage the Hotel properties in which the employees work.

4.02 It is also acknowledged that in the event there is an allegation that the Employer has exercised its rights, as outlined herein, **in** a manner which violates any terms or conditions of this Agreement, such a matter may be the subject of a grievance and dealt with in accordance with the procedures as outlined herein.

ARTICLE 5 - DEFINITIONS

- 5.01 All employees who regularly work twenty-four **(24)** hours or more in a week **will** be classified as full-time employees.
- 5.02 All employees ~~who~~ regularly work less than twenty-four (24) hours in a week **will** be classified as part-time employees.
- 5.03 Except as otherwise provided for Articles 14 - **Health** and Welfare, Article 18 - Paid Holidays, Article 22 - Sick Leave, Article 24 - Bereavement Leave shall not apply to part-time employees.
- 5.04 A part-time employee who **goes** to full-time **will** go to the bottom of the full-time seniority list. A full-time employee who goes to part-time will carry their classification and departmental seniority and their seniority will be intermingled on the part-time seniority list.

ARTICLE 6 - EQUAL OPPORTUNITY EMPLOYMENT

6.01 It is specific to the Hotel not to discriminate against any employees because of race, colour, sex, sexual orientation, age, creed, national origin, handicap, religious affiliations, or by reason of membership in a labour union.

This includes:

- Placement, upgrading, transfer, demotion, promotion, recruitment, advertising or solicitation for employment.
- Training during employment
- Discipline
- Rates of pay or other benefits
- Layoff or Termination

ARTICLE 7 - UNION SECURITY

7.01 The parties agree to a compulsory dues check off (including initiation fees, union dues and assessments) for all employees within the scope of this Agreement.

7.02 It is understood **that** the amount of initiation fees and dues and the frequency of deductions is determined by the Local Union **By-Laws**, or by Union International convention and may be changed by providing sixty (60) days' notice in writing to the Employer of any such change. Such notice of change must be signed **by the Treasurer or the President of the Local Union**.

7.03 It is mutually agreed that upon commencement of employment, all new employees will be advised of the existence of the Union and the conditions surrounding their employment. It is also mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon completion of the probationary period. The Hotel shall advise the Union of the names of the employees to be interviewed and shall designate the time and place for such interview during the employees working period, the duration of which shall not exceed fifteen (15) minutes.

7.04 **All** new employees will be provided a Union Application card by the Employer **to** be filled out at the time of hiring. The Employer will forward *two* (2) copies **of** the completed Union Application Card to the Union office within two (2) working days of hiring.

7.05 All bargaining unit employees must become **and** remain a member in **good** standing **the** Union as a condition of employment. Upon receipt **by** the Employer of written advice from the Union that an employee is not in good standing with the Union, the Employer shall immediately terminate the employee from their employment.

- 7.06 Deductions shall be made at each regular pay period, and shall be held in trust by the Employer and forwarded to the Secretary-Treasurer of the Union, by cheque, together with a detailed list of such deductions, no later than the 15th day of the month following the pay periods for which the deductions were made.
- 7.07 Accompanying the submission of deductions will be a list of bargaining unit employees. The list will contain the following information:
- (a) the amount of dues/initiation fees/assessments deducted for each member;
 - (b) if no sum is deducted for a member, the reasons therefore (eg. sick, WSIB leave, layoff, quit, termination);
 - (c) employees' full-time or part-time status, their social insurance number, updated address and telephone number, classification, department and wage rate;
 - (d) the aforementioned list will be provided electronically or on computer disk if requested by the Union, and if feasible to do so.
- 7.08 On request and with reasonable notice, the Employer will allow the Union to access payroll records, schedules, sign-in and sign-out sheets and any other information reasonably required to satisfy the Union that dues and initiation fees are being deducted correctly.
- 7.09 If directed to do so by the Union, the Employer will provide Union originated withdrawal cards to employees whose absence is expected to last beyond a one (1) month period.
- 7.10 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- 7.11 Nothing in this above Agreement or in the general body of the Contract shall be construed as limited to any degree the right to 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. The Employer will inform the Union of such circumstance.
- 7.12 At the same time that income tax T-4 slips are made available, the Employer shall type on the slip the amount of Union dues and initiation fees paid by each Union member in the previous year.

ARTICLE 8 - BUSINESS AGENT'S PRIVILEGES

- 8.01 The Business Agent of the Union may have access to the property of the Employer so as to discharge his/her duties as a representative of the Union, provided that employees are not disturbed in the performance of their normal duties for the Employer.

ARTICLE 9 - UNION REPRESENTATION

- 9.01 The Employer agrees that the Union will be permitted to elect or appoint a reasonable number of Shop Stewards, one of whom shall be the Chief Shop Steward. A Steward must have been employed for at least six (6) months before he/she is elected or appointed.
- 9.02 It is the duty of the Shop Steward to investigate and process complaints which shall be communicated to the Business Agent of the Union who, in turn, will take the matter up with the Employer.
- 9.03 It is understood that the Union shall also appoint a Negotiating Committee not to exceed six (6) members which shall be recognized by the Employer for the purposes of negotiating a renewal of this Agreement.
- 9.04 The Employer agrees to pay the members of the Negotiating Committee, comprised of one representative from each (as so appointed by the Union) department, regular wage rates for time spent in Negotiating Meetings between the management and the Union with regard to the renewal of this Collective Agreement. Such payment will also be made for any Conciliation Meetings held between the parties.
- 9.05 The Employer will grant leave of absence, without pay, to employees selected or appointed by the Union to attend Union conventions, seminars, education, and monthly Union meeting upon the written request of the Union at least one (1) week in advance. The total cumulative leave of absence granted to all employees in the bargaining unit hereunder shall not exceed twenty (20) days during the calendar year, nor shall more than two (2) employees absent themselves at the same time.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 Any employee who has a grievance pertaining to the terms and conditions of this Collective Agreement shall first take up his/her grievance with his/her immediate Supervisor for the purposes of immediate settlement or adjustment of the complaint.

- 10.02 If the complaint is not satisfactorily settled between the employee and his/her immediate supervisor, then the employee, may, by himself/herself or through his/her Shop Steward, submit the complaint as a written grievance signed by the employee and given to the employee's supervisor. Any such grievance must be given to the supervisor within five (5) working days after the occurrence of the matter which is the subject of the grievance. The supervisor shall answer the grievance in writing within two (2) working days after he/she receives it.
- 10.03 If the grievance is not then satisfactorily settled, then the Business Agent of the Union may submit the written grievance to the Manager within a period of five (5) working days after the written answer of the supervisor has been received by the employee or the employee's Shop Steward.
- 10.04 The Manager shall answer the grievance, in writing, within three (3) working days after he/she has received the grievance from the Business Agent. If the grievance is not settled, then the Business Agent may within ten (10) working days after the written decision of the Manager has been received refer the grievance to arbitration.
- 10.05 All settlements of grievances shall be sent to the Union office by the Employer.

ARTICLE 11 - ARBITRATION

- 11.01 When providing a notification of desire to arbitrate a grievance, the person submitting the matter to arbitration shall notify the other party of the name of its nominee to a Board of Arbitration. The other party shall, within five (5) working days after receiving the notice of intention to arbitrate, notify the other party of its appointee to a Board of Arbitration. The two nominees shall, within ten (10) working days after the naming of the Board nominee, attempt to select a Chairperson of the Board but if they are unable to agree on the selection of a Chairperson, then the selection of the Chairperson shall be made by the Ontario Labour Management Arbitration Commission. The nominees of the parties when appointed have the authority to meet and to settle a grievance if they so elect.
- 11.02 If either party fails to appoint a nominee to an Arbitration Board, then at the request of the other party the Minister of Labour shall make the appointment of a nominee to the Arbitration Board.
- 11.03 Each party shall bear the expenses of its own appointee to a Board of Arbitration, plus one-half of the expenses of the Chairperson.
- 11.04 The decision of the Board of Arbitration shall be final and binding upon the parties hereto and in the event there is no majority or unanimous decision of the Board, then the decision of the Chairperson of the Board shall be the decision of the Board.
- 11.05 No matter shall be dealt with by a Board of Arbitration which has not been properly processed through the Grievance Procedure outlined herein and the Board of Arbitration shall not have any authority to add to or amend any of the terms or conditions of this Collective Agreement.

11.06 The parties may agree to mediation, expedited arbitration or Mediation/Arbitration as set out in the Ontario Labour Relations Act.

ARTICLE 12 - DISCHARGE OR SUSPENSION GRIEVANCE

12.01 A written grievance relating to a discharge or suspension must be filed with the Manager within five (5) working days after the discharge or suspension. If such a grievance is not settled within five (5) working days after it has been filed then it may, within that period of five (5) working days, be referred to arbitration as outlined herein. Employees who have completed their probationary period will not be discharged or suspended without just cause.

12.02 In dealing with a dispute relating to a discharge or suspension an Arbitration Board shall have the authority to reinstate an employee if the grievance is upheld with or without compensation or loss of seniority or make any other findings which it considers just and equitable.

12.03 Proven theft from the Hotel, or guest or an employee, shall result in the specific penalty of discharge from employment notwithstanding Article 10.02.

ARTICLE 13 - EMPLOYER GRIEVANCES AND UNION POLICY GRIEVANCES

13.01 It is understood that the Union may file a policy grievance which is distinguishable from the grievance of an individual employee and which alleges that there has been a violation of this Collective Agreement. Such a policy grievance must be filed in writing with the Manager by the Business Agent of the Union within ten (10) working days after the occurrence of the matter which is the subject of the grievance.

13.02 It is further understood that the Employer may also file, in writing, a policy grievance alleging a violation of this Collective Agreement by the Union or its members who are covered by this Agreement. A grievance by the Employer must be filed with the Business Agent of the Union within ten (10) working days after the occurrence of the matter which is the subject of the grievance.

13.03 In the event that a grievance filed by the Employer or a policy grievance filed by the Union is not settled within ten (10) working days after it has been filed, then within a further period of ten (10) working days, either party may file with the other a notice of intention to process the grievance to arbitration and the procedure for constituting the Arbitration Board, as outlined herein, shall then apply.

ARTICLE 14 - CONTRACTING OUT

14.01 Whenever any part of the work which is covered by this Collective Agreement is performed under a contract between the Employer and a contractor, it is understood that such work shall be performed by employees who are covered by this Collective Agreement, which would be binding on the Union and the Contract Employer.

ARTICLE 15 - EMPLOYEE RECORD

- 15.01 Any formal documented discipline that **is** placed in an employee's file will be removed from the employee's record **twelve (12)** months from the date upon which it was placed on the record, providing **no** similar incidents occur.
- 15.02 Having provided a written request to the Human Resources Director in advance, an employee shall **be** entitled to view their personnel file during business hours within the human resources area. The employee may be accompanied by a **shop** steward. The employee may initial documents in the file as proof of review.

ARTICLE 16 - HEALTH AND WELFARE

- 16.01 The Employer will pay 100% of the premium cost of the existing Employer's Supplementary Health Care Plan for those employees who choose to be covered.
- (a) Effective on the date of receipt of written notice of ratification there shall be a drug dispensing cap of seven (\$7.00) dollars on **all** prescriptions
- Effective April 1, 2010 the cap will increase to nine (\$9.00) dollars.
- (b) When there is the ability to substitute a generic drug in place of a non-generic drug such substitution shall take place.
- 16.02 The Employer will pay seventy (70%) percent of the premium costs to the employee's basic Dental Plan for those employees who choose to enroll.
- 16.03 The Employer will provide each full-time employee with a life insurance policy in the maximum amount of ten thousand (\$10,000.00) dollars, and Accidental Death and Dismemberment in the maximum amount of ten thousand (**\$10,000.00**) dollars.
- Effective the first of the month following the date **of** receipt of written notice of ratification the Employer increase the Life insurance and AD&D to twenty thousand (\$20,000.00) dollars.
- 16.04 Effective April 1, 2010, **Vision** Care will be two hundred (\$200.00) dollars every twenty-four (**24**) months for adults and two hundred (\$200.00) every twelve (12) months for children. Eye exams coverage is every twenty-four (24) months for adults and every twelve (12) months for children.
- 16.05 Group RRSP - **To** be effective only as of January 1, 2005: Each full-time Employee will have the option of contributing up to 2% of his gross income to the group retirement savings plan by way of payroll deduction. The company will match the Employee's contributions. The sum of the Employee and company contributions for any calendar year shall not exceed the maximum contribution limits under the Income Tax Act. Gross income shall mean base salary excluding overtime pay, gratuities and shift premiums.

Each Employee will become eligible to participate in the group retirement savings plan after one full year of continuous full-time employment, and such participation shall be subject to the terms of the plan.

- (a) Effective January 1, 2008, the Employer will increase the group RRSP from two (2%) percent to two and one-half (2.5 %) percent. Contributions under this paragraph will continue, provided it is legally permissible until the end of the month in which the employee turns age seventy-one (71), retirement or termination of the employee, whichever first occurs.

Except for disputes over eligibility for membership and Company and Employee contributions, no action respecting the group retirement savings plan and no disputes relating to group retirement savings plan will be the subject of arbitration under this agreement.

The Company has the **sole** right to select the administrator, investment manager, and funding agent for the group retirement savings plan and to change such providers from time to time, in its sole discretion. The Company shall determine the investment options to be made available under the Plan and shall have the sole discretion to change such options from time to time.

ARTICLE 17 - PREGNANCY AND PARENTAL LEAVE

17.01 The Employer agrees to abide by the Pregnancy and Parental Leave provisions of the Employment Standards Act.

ARTICLE 18 - PAID HOLIDAYS

18.01 Employees who did not work the following paid holidays shall receive the regular rate of pay for the day:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Each employee ~~is~~ entitled to one float holiday each year to be scheduled at a time mutually agreed ~~to~~ by the employee and the employer.

An employee who is required to work on any of the above-mentioned paid holidays shall be paid for the holiday at his/her regular rate of pay and he/she shall be paid in addition time and one half his regular rate of pay for work done ~~on~~ the holiday, provided the employee ~~is~~ qualified to receive holiday pay as outlined herein.

A part-time employee who is required to work on any of the holidays listed in Article 18.01 shall be paid time and one-half (1 1/2) his/her regular rate of pay for work performed on the holiday provided he/she meets all the qualifying provisions of Article 18.

- 18.02** If a paid holiday falls within the period of an employee's vacation period then the employee shall receive an additional day of vacation with pay.
- 18.03** Employees who are on leave of absence are not entitled to receive holiday pay should a paid holiday fall during the period of leave of absence.
- 18.04** In order to qualify for holiday pay an employee must have worked his/her scheduled working day immediately prior to the holiday and his/her scheduled working day immediately following the holiday.
- 18.05** Overtime work performed on a holiday shall be paid for at double the regular rate of pay. For purpose of payment for statutory holidays, the holiday shift shall be defined as the shift beginning at 11:00 p.m. prior to the holiday and the shift ending at 12:00 p.m. the day of the holiday.
- 18.06** An employee shall not be disqualified from receiving holiday pay if he/she is absent on either or both of his/her scheduled working days immediately prior to or after the holiday due to a bona fide illness that commenced no earlier than in the week prior to the week in which the holiday occurred.
- 18.07** Each employee on their fifth (5) anniversary day of hire shall be entitled to 1 additional float holiday. It is understood and agreed that should the Provincial Government of Ontario legislate an additional paid holiday that is not mentioned in any of the twelve (12) days prescribed, then the employer and the Union will mutually agree to substitute for this day one of the four present unlegislated days.

ARTICLE 19 - VACATIONS

19.01 All employees shall be entitled to vacation as follows:

- (a) 2 weeks vacation after one year of continuous service.
- (b) 3 weeks vacation after 5 years of continuous service.
- (c) 4 weeks vacation after 10 years of continuous service.
- (d) 5 weeks vacation after 15 years of continuous service.
- (e) 6 weeks vacation after 20 years of continuous service.

19.02 Any new employee hired after January 1, 2008, shall be entitled to vacation as follows:

- (a) 2 weeks vacation after one year of continuous service.
- (b) 3 weeks vacation after five (5) years of continuous service.
- (c) 4 weeks vacation after ten (10) years of continuous service.

- 19.03 The service and vacation pay shall be calculated as of the employee's anniversary date. The employee shall be paid vacation pay calculated on the basis of two (2%) percent of the previous anniversary year's gross wages for each week of vacation to which he is entitled.
- 19.04 (a) The Employer will arrange for a vacation request schedule to be posted by department from January 15 to March 1 of each year.
- (b) Employees shall apply for vacation by seniority by March 1, shall be made on the basis of first come, first of the vacation year. Following March 1, choice of vacation service on available dates only as long as the Company is able to maintain a qualified and adequate staff in the department.
- (c) If, due to operational requirements employees have not been granted the vacation requested, employees shall be allowed to carry over the unused credits to the following vacation year.
- 19.05 Due to the peculiarities of the hotel business it is recognized that during certain busier periods minimum scheduling of vacation is necessary, therefore the employer may grant vacations in a manner to ensure that the Employer is able to maintain a qualified, experienced workforce sufficient to enable the hotel's clientele to receive the desired standard of service.

ARTICLE 20 - SENIORITY

- 20.01 (a) The Employer agrees to observe the principle of seniority with regard to scheduling of hours, demotions, transfers, lay-offs or recall after lay-off provided however that the employer shall always maintain the right to retain an efficient work force. Any employee who claims the right to exercise seniority must have the skill and ability to perform the work required.
- (b) In the case of promotion which is permanent transfer to a higher paying job the Employer will consider seniority, skill, ability and suitability for the position.
- (c) A claim by an employee that the Employer has failed to recognize seniority in accordance with this article may be the subject of a grievance and dealt with in accordance with the procedures herein.
- (d) Part-time employees have seniority only within the part-time classification. Part-time employees are subordinate to full-time employees.
- 20.02 An employee on probation will not acquire seniority and will not be entitled to file a grievance relating to his/her discharge until he has worked fifty (50) days. It is agreed that seniority shall be determined on a departmental basis, commencing at the employee's date of hiring.

20.03 The Union shall be provided with a seniority list in August showing seniority at the end of July and a seniority list in December showing the employee's seniority and departmental seniority. The August seniority list shall include the most recent address on file for each employee.

20.04 An employee shall lose all seniority and his/her employment deemed to have been terminated if he/she:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged and is not reinstated through the Grievance or Arbitration Procedure;
- (c) is laid off for a period equal to the lesser of his period of seniority or fourteen (14) months;

It is agreed that during construction and/or renovations the normal layoff period of fourteen (14) months shall be extended to the full period of construction and/or renovation.

- (d) fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to both the employee and the Employer have been made for an extension of such leave or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- (e) fails to return to work within five (5) calendar days after being recalled from extended lay-off by notice sent by registered mail, or fails to advise of his/her intention to return within three (3) days following such notice;
- (f) is absent due to accident or illness for more than twelve (12) consecutive months.
- (g) absents himself/herself from work for three (3) consecutive days without personally notifying the Employer, unless they have justifiable reason for failing to notify the Employer (Department Head or Designate). This Article 20.04 (g) shall not be interpreted as permitting unauthorized absence of any duration.

20.05 An employee who is absent due to accident or illness shall continue to accumulate seniority for the first year of such absence. Thereafter the employee will not accumulate seniority but shall retain the seniority he/she had accumulated at the end of such one (1) year period.

20.06 Whenever an employee leaves the employ of the Hotel, any employee in the same classification may request the regular day off that was scheduled for the former employee. Where more than one employee requests such day off, it shall be granted based on seniority. The foregoing shall apply subject to the following conditions:

- (a) only applicable to situations where there has been a "regular" day off.
 - (b) unless in the opinion of the management, the level of business on such day dictates that such day off is no longer feasible.
- 20.07 (a) In the event of a layoff of a permanent or long term nature, the Hotel will provide affected employees with notice in accordance with the Employment Standards Act.
- (b) In the event of a layoff it is further agreed that an employee who has been promoted or transferred to a new department may exercise his or her former departmental seniority to bump back into their former classification, within one year of their promotion or transfer, provided they have the skills and ability to perform the work required, according to Article 20.01 (a).
 - (c) An employee shall have opportunity of recall from a layoff pursuant to Article 20. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the employer shall not act in an arbitrary manner.
- 20.08 (a) Each employee will, within three (3) months of ratification of this agreement and annually on January 1, thereafter, commencing on January 1, 2009, be asked to designate their preferred shift.
- (b) In making shift assignments, the Company agrees to observe the principle of seniority consistent with Article 20.01 (a). It is agreed that employees can only use their seniority to bid for a shift that is posted as a permanent vacancy.

ARTICLE 21 -JOB POSTING

- 21.01** The employer will post all new jobs and permanent vacancies for a period seven (7) calendar days. This posting will be on the employee notice board. Any employee wishing to be considered for a vacancy may make application through the Human Resources Department.
- 21.02** All applications from current employees will be considered before new hires. In the event that one or more employees apply, the provisions of Article 20.01 will apply,
- 21.03** The company may fill the vacancy on a temporary basis for the duration of the job posting period.
- 21.04** Upon request to the Department Manager, the employer will discuss with the unsuccessful applicants the manner in which they may improve their position and their work in order to be considered for future vacancies.

21.05 Any employee with six months seniority who wishes to be considered for a vacancy in another department may file a request for transfer with the Human Resources Department. Such employees will be considered before a new hire is made.

21.06 An employee transferred pursuant to this Article will be on a ~~sixty~~ (60) day trial period. The company or the employee may decide that the transfer is not successful in which **case** the employee will have the right to return to their former position and wage rate without loss of seniority.

Any other employee transferred as a result of this re-arrangement of positions shall also be returned to their former position and wage rate without loss of seniority.

21.07 Employees who are transferred or promoted to a new department shall be placed at the bottom of the new department seniority list for scheduling purposes only. For all other seniority purposes under the Collective Agreement, hotel-wide seniority will apply.

ARTICLE 22 - SICK LEAVE

22.01 The Employer will establish a weekly indemnity plan which shall cover non-compensable sickness or injury based upon a 1-3-15 schedule paying sixty-six and two-thirds (~~66~~2/3%) percent of the employee's regular straight time wages up to the Unemployment Insurance maximum.

(Note: 1-3-15 shall mean the benefit shall be payable on and from the first day of non-compensable accident, and on and from the 3rd day of non-compensable sickness, for a period of fifteen (15) weeks.)

22.02 Because the Employer is herein providing for a benefit in excess of that provided by Unemployment Insurance the Employer shall **be** entitled to retain **12/12** of the Unemployment Insurance premium reduction.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 The Employer may grant leave of absence to an employee for legitimate personal reasons including official Union Business without pay and without loss of seniority. Any leave of absence must **be** requested in writing and the granting or refusing of any leave of absence shall also be in writing.

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.01 Each employee shall be entitled to a leave of absence up to a maximum of three (3) scheduled working days without **loss** of wages in the event of death of spouse, child, parent, sister, brother, grandparent, father-in-law and mother-in-law. Such leave to be for the purpose of arranging and attending the funeral of the deceased or for such other related requirements that would reasonably have necessitated time off duty.
- 24.02 Each employee shall be entitled to a leave of absence of one (1) paid day in the event of death of son/daughter-in-law, brother/sister-in-law and grandchild as per the conditions set out in **Article 24.01**.

ARTICLE 25 - COMBINATION OF WORK CLASSIFICATIONS

- 25.01 If an employee is required to perform the normal duties included within two classifications of work covered by this agreement during his normal hours of work he/she shall receive a minimum of two hours' pay based on the higher job classification rate during the day in which he carries on such work.

ARTICLE 26 - WAGES

- 26.01 **The Employer agrees to pay during the term of this Collective Agreement the wage rates as set out in Schedule "A" attached hereto. Such increases will be effective the pay period ending closest to the first of the month,**

ARTICLE 27 - REPORTING PAY

- 27.01 When an employee reports for **work** for his/her regular shift without having been notified not to report for work and there **is** no work for him/her to do at his/her regular job, he/ she shall be entitled to **be** paid for his/her scheduled hours at his/her regular rate of pay provided that he/she performs whatever reasonable alternate work is assigned to him/her, but an employee shall not be entitled to reporting pay under this Article if the lack of work **is** caused by fire, power failure, weather conditions or any other cause beyond the control of the Employer.
- 27.02 Staff Meetings - When staff are required to attend a mandatory staff meeting the company will pay three (3) hours at the employee's regular hourly wage rate.

ARTICLE 28 - PAY DAY

- 28.01 Employees will continue to be paid on a bi-weekly basis by direct deposit every second Friday following the Saturday of the previous pay period.

ARTICLE 29 - MEAL PERIODS

29.01 If an employee is required to perform continuous service during the course of his/her working day then the meal period time which is utilized by the employee shall not be deducted for the purposes of calculating time worked. Subject to the above condition it is agreed that all employees shall be allowed a meal period of at least thirty minutes without pay.

ARTICLE 30 - HOURS OF WORK AND OVERTIME

30.01 The normal hours of work for full-time employees shall be forty (40) hours per week made up of five (5) days of eight (8) hours each. All hours of work are exclusive of meal times. The Employer will continue to post the work schedules five (5) full days *in* advance. Such schedules will continue to provide employees two (2) consecutive days off in each week and the schedule will be adhered to except in cases of emergency or except when otherwise agreed upon by an employee and the Employer.

30.02 All work performed beyond eight (8) hours *in* any one day will be paid for at the overtime rate of time and one-half (1 1/2). It is understood, however, that an employee may agree to work overtime hours on straight time *in* order to make up the full weekly hours of forty (40) hours of work as a result of being absent from work during normal working hours without a valid personal reason.

30.03 Employees in the restaurant who are required to stay beyond the end of their shift for the purpose of finishing service shall be paid at their regular rate of pay for such time.

30.04 Subject to Article 30, the employer agrees to provide that schedules will be posted one (1) week in advance. Schedules may change *with* twenty-four (24) hours notice only after agreement between the department manager and employee.

ARTICLE 31 - RELIEF PERIODS

31.01 All employees shall be granted two (2) fifteen (15) minute relief periods during each full shift (eight (8) hours) without *loss* of pay. Such period shall be taken as near as possible to the middle of each four (4) hour shift or taken at a mutually agreed time between company and employee.

ARTICLE 32 - UNIFORMS AND CLOTHING

32.01 All uniforms which the Employer requires to be worn by employees during the course of their employment shall be provided, laundered and maintained by the Employer. A winter uniform will be supplied to garage attendants and outside house persons. Any special equipment which the Employer requires to be used by employees during the course of their employment shall also be provided by the Employer.

ARTICLE 33 - PRESENT WORKING CONDITIONS AND WAGES

33.01 This agreement sets forth the entire Agreement on rates of pay, hours of work and other conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both parties.

33.02 Nothing in this Agreement shall lower any present working condition or wage standard.

ARTICLE 34 - RETIREMENT

34.01 Normal retirement age for all employees will be age 65.

ARTICLE 35 - LETTERS

35.01 The parties agree that any letters provided outside the Collective Agreement (ie: taxis, and shoe allowance) by the Hotel to the Union will be binding on the parties during the currency of the Collective Agreement.

ARTICLE 36 - COST OF PRINTING

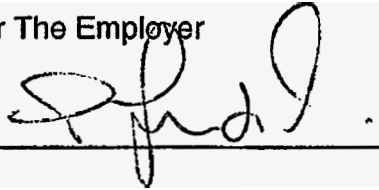
36.01 The Union and the Hotel will share equally the printing cost of this Agreement.

ARTICLE 37 - TERMINATION CLAUSE

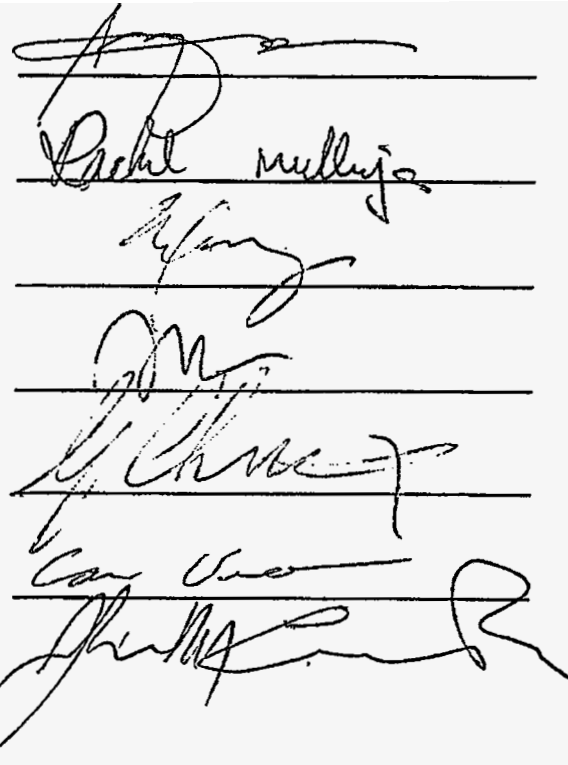
37.01 This agreement shall be in full force and effect for the period from April 1, 2007, to March 31, 2012, and it shall continue from year to year thereafter unless either party gives to the other party written notice of its desire to terminate or amend the Agreement not more than ninety (90) nor less than thirty (30) days prior to the expiry date of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 17th day of October, 2007.

For The Employer



For The Union



SCHEDULE "A"

Wage Rates

<u>Classification</u>	<u>Start Rate</u> <u>Apr. 1/07</u>	<u>50 Day</u> <u>Rate</u>	<u>Oct. 1/07</u> <u>1.5%</u>	<u>50 Day</u> <u>Rate</u>
Room Attendant	\$ 13.97	\$ 15.13	\$ 14.18	\$ 15.36
Houseperson	\$ 13.97	\$ 15.13	\$ 14.18	\$ 15.36
Linen	\$ 13.97	\$ 15.13	\$ 14.18	\$ 15.36
Sewing	\$ 13.97	\$ 15.13	\$ 14.18	\$ 15.36
Inspector	\$ 13.97'	\$ 15.13	\$ 14.18	\$ 15.36
PBX Operator	\$ 13.97	\$ 15.13	\$ 14.18	\$ 15.36
Midnight Operator	\$ 14.63	\$ 15.79	\$ 14.85	\$ 16.03
AM Bellperson	\$ 8.76	\$ 9.92	\$ 8.89	\$ 10.07
PM Bellperson	\$ 11.97	\$ 13.12	\$ 12.15	\$ 13.32
Doorperson	\$ 9.31	\$ 10.46	\$ 9.70	\$ 10.88
Banquet Houseperson	\$ 13.55	\$ 14.72	\$ 13.75	\$ 14.94
Valet Cashier	\$ 13.80	\$ 14.95	\$ 14.01	\$ 15.18
Valet Driver	\$ 11.98	\$ 13.12	\$ 12.16	\$ 13.32
Busperson-- Restaurant	\$ 10.45	\$ 11.62	\$ 10.61	\$ 11.80
Server-- Restaurant	\$ 8.75	\$ 9.92	\$ 8.88	\$ 10.07
Steward Helper	\$ 13.85	\$ 15.01	\$ 14.06	\$ 15.24
Café Attendant	\$ 13.97	\$ 15.13	\$ 14.18	\$ 15.36
Pot Washer	\$ 13.97	\$ 15.13	\$ 14.18	\$ 15.36
Cook I	\$ 17.96	\$ 19.13	\$ 18.22	\$ 19.42
Cook II	\$ 17.08	\$ 18.25	\$ 17.34	\$ 18.52
Cook III	\$ 16.45	\$ 17.63	\$ 16.70	\$ 17.90
Cooks Assistant	\$ 13.86	\$ 15.03	\$ 14.07	\$ 15.26
Laundry				
Washer	\$ 14.02	\$ 15.08	\$ 14.23	\$ 15.31
Helper	\$ 13.98	\$ 15.05	\$ 14.19	\$ 15.28
Presser	\$ 13.98	\$ 15.05	\$ 14.19	\$ 15.28
Helper	\$ 13.98	\$ 15.05	\$ 14.19	\$ 15.28
Maintenance				
Handyperson/painter	\$ 16.65	\$ 17.81	\$ 16.90	\$ 18.08

<u>Classification</u>	<u>Apr. 1/08</u> <u>1.5%</u>	<u>50 Day</u> <u>Rate</u>	<u>Oct. 1/08</u> <u>1.5%</u>	<u>50 Day</u> <u>Rate</u>
Room Attendant	\$ 14.39	\$ 15.59	\$ 14.60	\$ 15.82
Houseperson	\$ 14.39	\$ 15.59	\$ 14.60	\$ 15.82
Linen	\$ 14.39	\$ 15.59	\$ 14.60	\$ 15.82
Sewing	\$ 14.39	\$ 15.59	\$ 14.60	\$ 15.82
inspector	\$ 14.39	\$ 15.59	\$ 14.60	\$ 15.82
PBX Operator	\$ 14.39	\$ 15.59	\$ 14.60	\$ 15.82
Midnight Operator	\$ 15.07	\$ 16.27	\$ 15.29	\$ 16.51
AM Bellperson	\$ 9.02	\$ 10.22	\$ 9.16	\$ 10.37
PM Bellperson	\$ 12.33	\$ 13.52	\$ 12.51	\$ 13.72
Doorperson	\$ 9.85	\$ 11.04	\$ 9.99	\$ 11.20
Banquet Houseperson	\$ 13.96	\$ 15.16	\$ 14.17	\$ 15.39
Valet Cashier	\$ 14.22	\$ 15.40	\$ 14.43	\$ 15.63
Valet Driver	\$ 10.57	\$ 11.60	\$ 10.73	\$ 11.77
Busperson- Restaurant	\$ 10.77	\$ 11.97	\$ 10.93	\$ 12.15
Server - Restaurant	\$ 9.01	\$ 10.22	\$ 9.15	\$ 10.37
Steward Helper	\$ 14.27	\$ 15.47	\$ 14.49	\$ 15.70
Cafe Attendant	\$ 14.39	\$ 15.59	\$ 14.60	\$ 15.82
Pot Washer	\$ 14.39	\$ 15.59	\$ 14.60	\$ 15.82
Cook I	\$ 18.50	\$ 19.71	\$ 18.78	\$ 20.01
Cook II	\$ 17.60	\$ 18.80	\$ 17.86	\$ 19.08
Cook III	\$ 16.95	\$ 18.16	\$ 17.20	\$ 18.44
Cooks Helper	\$ 14.28	\$ 15.49	\$ 14.50	\$ 15.72
Laundry				
Washer	\$ 14.44	\$ 15.54	\$ 14.66	\$ 15.77
Helper	\$ 14.40	\$ 15.51	\$ 14.61	\$ 15.74
Presser	\$ 14.40	\$ 15.51	\$ 14.61	\$ 15.74
Helper	\$ 14.40	\$ 15.51	\$ 14.61	\$ 15.74
Maintenance				
Handyperson/painter	\$ 17.15	\$ 18.35	\$ 17.41	\$ 18.63

<u>Classification</u>	<u>Apr. 1/09 1.5%</u>	<u>50 Day Rate</u>	<u>Oct. 1/09 1.5%</u>	<u>50 Day Rate</u>
Room Attendant	\$ 14.82	\$ 16.06	\$ 15.05	\$ 16.30
Houseperson	\$ 14.82	\$ 16.06	\$ 15.05	\$ 16.30
Linen	\$ 14.82	\$ 16.06	\$ 15.05	\$ 16.30
Sewing	\$ 14.82	\$ 16.06	\$ 15.05	\$ 16.30
Inspector	\$ 14.82	\$ 16.06	\$ 15.05	\$ 16.30
PBX Operator	\$ 14.82	\$ 16.06	\$ 15.05	\$ 16.30
Midnight Operator	\$ 15.52	\$ 16.76	\$ 15.76	\$ 17.01
AM Bellperson	\$ 9.30	\$ 10.53	\$ 9.44	\$ 10.68
PM Bellperson	\$ 12.70	\$ 13.93	\$ 12.89	\$ 14.14
Doorperson	\$ 10.14	\$ 11.37	\$ 10.30	\$ 11.54
Banquet Houseperson	\$ 14.38	\$ 15.62	\$ 14.60	\$ 15.85
Valet Cashier	\$ 14.65	\$ 15.87	\$ 14.87	\$ 16.11
Valet Driver	\$ 12.71	\$ 13.93	\$ 12.90	\$ 14.14
Busperson- Restaurant	\$ 11.10	\$ 12.33	\$ 11.26	\$ 12.52
Server - Restaurant	\$ 9.29	\$ 10.53	\$ 9.43	\$ 10.68
Steward Helper	\$ 14.70	\$ 15.93	\$ 14.93	\$ 16.17
Café Attendant	\$ 14.82	\$ 16.06	\$ 15.05	\$ 16.30
Pot Washer	\$ 14.82	\$ 16.06	\$ 15.05	\$ 16.30
Cook I	\$ 19.06	\$ 20.31	\$ 19.34	\$ 20.61
Cook II	\$ 18.13	\$ 19.37	\$ 18.40	\$ 19.66
Cook III	\$ 17.46	\$ 18.71	\$ 17.72	\$ 18.99
Cooks Helper	\$ 14.72	\$ 15.95	\$ 14.94	\$ 16.19
Laundry				
Washer	\$ 14.88	\$ 16.01	\$ 15.10	\$ 16.25
Helper	\$ 14.83	\$ 15.98	\$ 15.06	\$ 16.22
Presser	\$ 14.83	\$ 15.98	\$ 15.06	\$ 16.22
Helper	\$ 14.83	\$ 15.98	\$ 15.06	\$ 16.22
Maintenance				
Handyperson/painter	\$ 17.67	\$ 18.91	\$ 17.93	\$ 19.19

<u>Classification</u>	<u>Apr. 1/10</u> <u>2.0%</u>	<u>50 Day</u> <u>Rate</u>	<u>Oct. 1/10</u> <u>2.0%</u>	<u>50 Day</u> <u>Rate</u>
Room Attendant	\$ 15.35	\$ 16.63	\$ 15.65	\$ 16.96
Houseperson	\$ 15.35	\$ 16.63	\$ 15.65	\$ 16.96
Linen	\$ 15.35	\$ 16.63	\$ 15.65	\$ 16.96
Sewing	\$ 15.35	\$ 16.63	\$ 15.65	\$ 16.96
Inspector	\$ 15.35	\$ 16.63	\$ 15.65	\$ 16.96
PBX Operator	\$ 15.35	\$ 16.63	\$ 15.65	\$ 16.96
Midnight Operator	\$ 16.07	\$ 17.35	\$ 16.39	\$ 17.70
AM Bellperson	\$ 9.63	\$ 10.90	\$ 9.82	\$ 11.11
PM Bellperson	\$ 13.15	\$ 14.42	\$ 13.41	\$ 14.71
Doorperson	\$ 10.50	\$ 11.77	\$ 10.71	\$ 12.01
Banquet Houseperson	\$ 14.89	\$ 16.17	\$ 15.19	\$ 16.50
Valet Cashier	\$ 15.17	\$ 16.43	\$ 15.47	\$ 16.76
Valet Driver	\$ 13.16	\$ 14.42	\$ 13.42	\$ 14.71
Busperson- Restaurant	\$ 11.49	\$ 12.77	\$ 11.72	\$ 13.03
Server - Restaurant	\$ 9.61	\$ 10.90	\$ 9.81	\$ 11.11
Steward Helper	\$ 15.22	\$ 16.50	\$ 15.53	\$ 16.83
Café Attendant	\$ 15.35	\$ 16.63	\$ 15.65	\$ 16.96
Pot Washer	\$ 15.35	\$ 16.63	\$ 15.65	\$ 16.96
Cook I	\$ 19.73	\$ 21.02	\$ 20.12	\$ 21.44
Cook II	\$ 18.77	\$ 20.05	\$ 19.15	\$ 20.45
Cook III	\$ 18.08	\$ 19.37	\$ 18.44	\$ 19.76
Cooks Helper	\$ 15.24	\$ 16.52	\$ 15.54	\$ 16.85
Laundry				
Washer	\$ 15.40	\$ 16.57	\$ 15.71	\$ 16.91
Helper	\$ 15.36	\$ 16.54	\$ 15.67	\$ 16.87
Presser	\$ 15.36	\$ 16.54	\$ 15.67	\$ 16.87
Helper	\$ 15.36	\$ 16.54	\$ 15.67	\$ 16.87
Maintenance				
Handyperson/painter	\$ 18.29	\$ 19.57	\$ 18.66	\$ 19.97

<u>Classification</u>	<u>Apr. 1/11 2.0%</u>	<u>50 Day Rate</u>	<u>Oct. 1/11 2.0%</u>	<u>50 Day Rate</u>
Room Attendant	\$ 15.97	\$ 17.30	\$ 16.29	\$ 17.65
Houseperson	\$ 15.97	\$ 17.30	\$ 16.29	\$ 17.65
Linen	\$ 15.97	\$ 17.30	\$ 16.29	\$ 17.65
Sewing	\$ 15.97	\$ 17.30	\$ 16.29	\$ 17.65
Inspector	\$ 15.97	\$ 17.30	\$ 16.29	\$ 17.65
PBX Operator	\$ 15.97	\$ 17.30	\$ 16.29	\$ 17.65
Midnight Operator	\$ 16.72	\$ 18.06	\$ 17.06	\$ 18.42
AM Bellperson	\$ 10.01	\$ 11.34	\$ 10.21	\$ 11.56
PM Bellperson	\$ 13.68	\$ 15.00	\$ 13.95	\$ 15.30
Doorperson	\$ 10.93	\$ 12.25	\$ 11.14	\$ 12.49
Banquet Houseperson	\$ 15.49	\$ 16.83	\$ 15.80	\$ 17.16
Valet Cashier	\$ 15.78	\$ 17.09	\$ 16.10	\$ 17.43
Valet Driver	\$ 13.69	\$ 15.00	\$ 13.97	\$ 15.30
Busperson - Restaurant	\$ 11.95	\$ 13.29	\$ 12.19	\$ 13.55
Server - Restaurant	\$ 10.00	\$ 11.34	\$ 10.20	\$ 11.56
Steward Helper	\$ 15.84	\$ 17.16	\$ 16.16	\$ 17.51
Café Attendant	\$ 15.97	\$ 17.30	\$ 16.29	\$ 17.65
Pot Washer	\$ 15.97	\$ 17.30	\$ 16.29	\$ 17.65
Cook I	\$ 20.53	\$ 21.87	\$ 20.94	\$ 22.31
Cook II	\$ 19.53	\$ 20.86	\$ 19.92	\$ 21.28
Cook III	\$ 18.81	\$ 20.16	\$ 19.19	\$ 20.56
Cooks Helper	\$ 15.85	\$ 17.19	\$ 16.17	\$ 17.53
Laundry				
Washer	\$ 16.02	\$ 17.24	\$ 16.35	\$ 17.59
Helper	\$ 15.98	\$ 17.21	\$ 16.30	\$ 17.55
Presser	\$ 15.98	\$ 17.21	\$ 16.30	\$ 17.55
Helper	\$ 15.98	\$ 17.21	\$ 16.30	\$ 17.55
Maintenance				
Handyperson/painter	\$ 19.03	\$ 20.36	\$ 19.41	\$ 20.77

For greater clarity, retroactivity from April 1, 2003, will be paid on a separate cheque payable within thirty (30) days of written notice of ratification for all hours paid since April 1, 2003, provided the employee is still employed as of date of ratification.

Starting Rate (Probationary Period) will be one (\$1.00) dollar per hour less than the weekly job rate.

*Adjusted as per June 30, Memorandum of Settlement.

Tour Baggage

\$2.00 per bag in and out will be increased to \$2.25 per bag in and out effective April 1, 2001, and to \$2.50 per bag in and out effective April 1, 2002.

Group Deliveries (Over 5 rooms)

\$2.00 per room increased to \$2.25 effective April 1, 2009.

It is further agreed that management will make every effort within reason to contract, subject to this formula.

Shift Premium:

Save and except "Midnight Operator and Night Bell Person", any other employee that has been scheduled for a **shift** commencing between 11:00 p.m. and 2:00 a.m. will receive a shift premium of \$0.50 per hour.

Effective date of receipt of written notice of ratification increase the shift premium from fifty (\$0.50) cents to sixty (\$0.60) cents per hour.

Note: The parties agree that any item (ie: fax, flowers) that is delivered to a guest room in which the Hotel charges the guest for such delivery, the Hotel shall pay to the bell men who delivers the item(s), a payment of one (\$1.00) dollar for such delivery.

Training Premium

Employees shall receive a premium of fifty (\$0.50) cents per hour when required to train employees at the direction of the Employer.

Apprentices

Apprentices have a period of twelve (12) months or two (2) attempts at obtaining their red seal certification from the time period after they complete their apprenticeship program. If they are unsuccessful in that time period or in their two attempts, they will no longer be able to continue working as apprentices, but may be offered employment at the employer's discretion as a Cooks Helper or another suitable position. The following two (2) individuals will be exempt from this clause, Sovian Morgan and Bremachandra Thiruchelvam.

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