

# **Collective Agreement**

Between:

**CANADA LANDS COMPANY CLC LIMITED**

**(the “Company” or “CN Tower”)**

– and –

UNIFOR and its Local 4271

**(the “Union”)**

Effective: June 1, 2016

Expiry: May 31, 2019

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## ARTICLE 1 - SCOPE

- 1.1 Canada Lands Company CLC Limited (the "Company") recognizes Unifor, Local 4271 (the "Union") as the bargaining agent with respect to all full time and part time food and beverage employees employed at the Company's CN Tower operating division at 301 Front Street West in the City of Toronto, save and except Managers, Supervisors, persons above the rank of Supervisor, Sous Chef, Junior Sous Chef, Administration, and Seasonal employees. For greater clarity, Security, Guest Services, EdgeWalk, Facilities and Engineering, Cash Management, Retail and Technical Service, employees are not employees in the bargaining unit.
- 1.2 The main function of such Managers, Supervisors, Sous Chefs or Junior Sous Chefs should be to direct the work force and not engage, normally, in work currently or traditionally performed by all employees in the bargaining unit.

It is understood, of course, there may be instances where, for various reasons such as in the case of emergencies, illness, when training is required, when appropriate standards must be met or when the "demands of the business" need to be met, Managers, Supervisors, Sous Chefs or Junior Sous Chefs will find it necessary to become so engaged for brief periods. However, such instances should be kept to a minimum.

This article is not intended to preclude current practices with respect to management assisting employees in order to satisfy customer service.

## ARTICLE 2 - DEFINITIONS

2.1 For the purpose of this Agreement:

- (a) "Agreement" means this Collective Agreement commencing on June 1, 2016 and expiring on May 31, 2019.
- (b) "Company" means the Canada Lands Company CLC Limited.
- (c) "CN Tower" and/or "Tower" means the Company's operating division located at 301 Front Street West in the City of Toronto.
- (d) "Union" means Unifor Local 4271.
- (e) A "Full-time" employee means a person employed on a full-time basis and who works over thirty-five (35) hours per week.  
  
A full-time employee who has not been laid off and who may have his/her hours of work reduced to less than thirty (30) hours per week will continue to receive all benefits to which he/she is entitled under the Collective Agreement.
- (f) A "Part-time" employee means a person employed on a part-time basis and who normally works up to thirty (30) hours per week during Season B and up to forty (40) hours per week during Season A.
- (g) "Qualifications" means the ability to perform the duties of a bargaining unit position, including skills, knowledge, general appearance and aptitude to meet and handle the public where required.
- (h) An "Employee" means a person who holds a bargaining unit position.
- (i) A "Bargaining Unit Position" means a position within the bargaining unit and subject to this Agreement.
- (j) A "Non-Bargaining Unit Position" means a position excluded from the bargaining unit and not subject to this Agreement.
- (k) A "Temporary Vacancy" means a vacancy in a bargaining unit position created by the absence or the temporary assignment elsewhere of a regularly assigned Employee.
- (l) A "Local agreement" means an arrangement made in writing between the Local President or his/her designate and the Director, Human Resources (or the Company's designate).

- (m) A "Mutual agreement" means an agreement reached between the Chief Operating Officer of the CN Tower (or the Company's designate) and the Union's National Representative assigned employee.
- (n) "Seniority Section" means the area in which the employee works as is identified by the main headings of the wage chart in Article 13, i.e. 360 Restaurant, Kitchen etc.
- (o) "Job Classification" means the position which the employee holds as identified in the wage chart in Article 13, i.e. Captain, Bartender, First Cook etc.

### ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Union acknowledges that it is the exclusive function of the Company to manage the business in which it is engaged and, in particular, without restricting the generality of the foregoing, to:
- (a) maintain order, discipline and efficiency;
  - (b) direct its employees in the tasks assigned to them, to determine the work to be performed, the method, the processes, the schedule of work and the manner in which they are to be carried out;
  - (c) limit, suspend or cease operations, or make necessary arrangements due to a change in the employer's policies;
  - (d) hire, promote, demote, and with just cause to suspend, discipline or discharge employees.
- 3.2 It is agreed that the employer may, at its discretion, issue and enforce, from time to time, company policies and procedures, which shall be binding upon the employees in order to assure the continuing successful and efficient operation of its business. Breaches of the above company policies and procedures by an employee may be cause for disciplinary action, up to and including discharge.
- 3.3 None of the above functions will be exercised in a manner inconsistent with the provisions of the Collective Agreement.
- 3.4 Whenever new developments occur with respect to the implementation of new rules and regulations or developments with respect to Article 3.1(c) and 3.2, the Union will be afforded the opportunity, in advance, of discussing such changes.

#### **ARTICLE 4 - PROBATIONARY EMPLOYEES**

- 4.1 A full-time or part-time employee, having ninety (90) calendar days of employment will be considered as on probation and if found unsuitable, will not be retained in the service of the Company. The discharge of a probationary employee for unsuitability shall be in the sole discretion of the Company. If a probationary employee is terminated for disciplinary reasons, the standard of arbitral review shall be whether the Company can prove any cause for discipline and if it does so, the arbitrator shall not substitute a different penalty.
  
- 4.2 At the discretion of Management, a probationary rate of up to five per cent (5%) per hour below the basic rate of pay may be paid to new employees during their first one thousand (1000) hours of employment.

## ARTICLE 5 - DEDUCTION OF DUES

- 5.1 The Company shall deduct on each pay period of the month wages due and payable to each employee occupying a position coming within the scope of this Collective Agreement an amount equivalent to the uniform monthly dues of Unifor subject to the conditions and exceptions set forth hereunder.
- 5.2 The amount to be deducted shall be equivalent to the amount designated by Unifor and shall include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of this Agreement excepting to conform with a change in the amount of regular dues of Unifor in accordance with its constitutional provisions. The provisions of this Article shall be applicable on receipt by the Company of notice in writing from Unifor of the amount of regular monthly dues.
- 5.3 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Treasurer of Unifor Local 4271 not later than the fifteenth day of the month following the pay period in which the deductions are made.
- 5.4 The Company shall not be responsible financially or otherwise, either to Unifor or to any employee for any failure to make deductions to remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to Unifor, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the designated officer or officers of Unifor.
- 5.5 The question of what, if any, compensation shall be paid the Company by Unifor signatory hereto in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days notice in writing.
- 5.6 In the event of any action at law against the parties hereto or either of them resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the

defence of such action. Each party shall bear its own cost of such defence except that if at the request of Unifor counsel fees are incurred these shall be borne by Unifor Local 4271. Save as aforesaid Unifor Local 4271 shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

- 5.7 Employees engaged to fill positions within the scope of this Agreement will be informed by the Company that Unifor is the exclusive bargaining agent representing all employees in negotiations with the Company regarding wages and working conditions and in the disposal of any grievance that may arise with respect hereto. The Company further agrees to supply the Union when remittances are made with the name, address, an occupation of each employee from whom dues deductions are made and who are engaged during the term of this Agreement.

## ARTICLE 6 - SENIORITY

- 6.1 For the purpose of seniority there will be one list for full-time employees and one list for part-time employees in each group.
- 6.2 The Union's Local President (or his/her designate) shall work with the Director, Human Resources (or the Company's designate) to prepare accurate seniority lists of full-time and part-time employees, to reflect seniority in a maximum of three (3) job classifications. The draft lists shall be posted on April 1<sup>st</sup> and November 1<sup>st</sup> of each calendar year. Changes in the seniority date and/or job classification of an employee shall be considered if the employee or his/her Union Representative makes written protest within thirty (30) calendar days after posting of the draft seniority list. Errors reported after the-said 30 days shall only be considered by the Director, Human Resources (or the Company's designate) and the Local President (or his/her designate) where the change is supported by recorded evidence.
- If an employee has been in the same seniority section for more than two (2) years and has not reported an error in his/her seniority over the last four (4) seniority postings, then the employee's request for change will not be considered.
- Prior to their posting, the finalized seniority lists must be approved, dated and signed by the Director, Human Resources (or the Company's designate) and the Local President (or his/her designate).
- 6.3 Where an employee has only held seniority in one seniority section for more than fifteen years and their job has been abolished, they may use their seniority to displace in any seniority section where they are qualified.
- 6.4 Employees appointed by bulletin to permanent positions in a seniority section will be accorded a seniority date from the date of appointment by the bulletin.
- 6.5 Any time that the Tower has a temporary department closure, all affected bargaining unit employees will be offered voluntary lay-off in seniority order before junior employees are laid off. Those employees who chose this option are deemed to acknowledge by this provision that he/she may not be entitled to Unemployment Insurance Benefits.

- 6.6 When laying off an employee, the Company will give to the employee affected a fourteen (14) calendar days notice if the lay-off is deemed to be for more than three (3) months, and in the event of job abolition fourteen (14) calendar days notice. Notices will be hand delivered and via email. The Local President (or his/her designate) shall be advised of all lay-offs and job abolition, and he/she may make proposals to Management on behalf of the employees affected.
- 6.7 When reducing forces, senior qualified employees will be permitted to exercise their seniority in accordance with the terms of this Article. Any full-time employee will be considered as senior to any part-time employee.
- 6.8 A displaced employee or one whose position is abolished must exercise his/her seniority within his/her own job classification provided he/she has the qualifications to perform the work, failing which he/she may:
- (a) exercise his/her seniority within other job classifications within his/her seniority section or within another seniority section wherein he/she holds seniority, provided he/she has the qualifications to perform the work;
- or
- (b) the employee may take a lay-off and/or hold him/herself available for part-time employment within his/her own seniority section until such time as he/she recalled in his own seniority section in accordance with the provisions of the Collective Agreement.

In the application of this Article, an employee required to exercise his/her seniority to an immediately previous job classification, provided he/she has the qualifications to perform the work, will establish a seniority date the same date as his/her immediate previous job classification.

Where there is more than one vacancy in a particular job classification, and more than one employee is qualified, and one or more of them is a new scheduled employee and obtains one of the vacancies, the seniority date of the successful employee will be established on the basis of the date of first hire and, if there is a tie, then a full-time employee shall be considered more senior over a part-time employee.

An employee exercising seniority in accordance with this Article shall, within five (5) calendar days of the abolition of her/his position or of her/his displacement, make her/his choice in writing to the Director, Human Resources (or the Company's designate), copy to the Local President (or his/her designate), stating her/his qualifications where necessary, failing which the employee shall forfeit her/his seniority. The employee in question shall assume such new position at a date specified by the Company, such discretion not to be abused by Management. An employee, who is laid off and chooses to exercise his/her seniority to another job classification, must stay in the classification until a posted schedule becomes available for him or her to choose in accordance with his/her seniority.

- 6.9 When an employee is on leave of absence, or vacation, granted by the Company, on the date of her/his displacement or the abolition of her/his position, the time limits established in Article 6.8 above shall apply from the date of her/his return to work.
- 6.10 To be eligible for recall, a laid-off employee must keep the Human Resources Department informed of her/his current address.
- 6.11 A laid-off employee who fails to report for duty after receiving notification by registered letter and email or by a similar recordable message, or who fails to give satisfactory reasons for not doing so within five (5) calendar days of receipt of such notification, shall forfeit his/her seniority rights and shall be removed from the employ of the Company such being regarded as a voluntary separation.
- 6.12 A laid-off employee who is otherwise employed at the time of recall, may, without loss of seniority refuse a recall to a position of less than thirty (30) days anticipated duration, provided that another junior qualified laid-off employee is available. If a laid-off employee is recalled for one shift, the Company will give him/her a minimum of three (3) hours notice. If this notice is not given, he/she will not be required to work unless there is no junior qualified person available.
- 6.13 Laid-off employees shall be given preference in filling positions or vacancies in other seniority sections when no qualified laid-off employees are available in those seniority sections, their seniority in other seniority sections shall date from the date employed in these seniority sections.

- 6.14 Laid-off employees will be recalled to service in the order of their seniority provided that they have the necessary qualifications to perform available work, due regard being given to the provisions of Article 6.9 and 18.1.
- 6.15 The name of an employee who has been or is appointed from a bargaining unit position to employment in a non-bargaining unit position shall be retained on the seniority list of the seniority section from which he/she was appointed, and such employee shall continue to accumulate seniority for a period of one (1) year after which his/her name shall be removed from the seniority list of departments.
- 6.16 When an employee is released from a non-bargaining unit position, he/she may exercise his/her seniority rights to any position which the employee is qualified to fill. The right to exercise shall be limited to a period of five (5) calendar days subsequent to release from a non-bargaining unit position. Such employee shall also have the right to return to his/her former seniority section if he/she so desires during the twelve (12) month period in which he/she was promoted, provided that the employee serves a thirty (30) day notice in writing to the Director, Human Resources (or the Company's designate) not later than one (1) year from the date of his/her promotion after which the provision of Article 6.15 shall apply. The provisions of this clause shall not apply to employees who are dismissed for just cause. An employee can exercise his/her rights under this section once only.
- 6.17 Subject to Article 6.13, the name of an employee who has been laid off will be retained on the seniority list of the seniority section from which he/she last worked for a period of twelve (12) months or the equivalent of his/her accumulated seniority, whichever comes first, after which, if there is no recall or if he/she has not answered a recall, his/her name shall be removed from the seniority list of all groups.
- 6.18 In the event that a scheduled employee calls to advise s/he is not available for work, or additional employees are required, the following procedure shall apply:
- (a) prior to assigning overtime, the Company will make every effort to recall laid off employees in order of seniority within the classification (i.e. those employees not currently working in another seniority section), by way of a temporary recall; or

(b) if time does not permit the Company to call in advance for a replacement and if the Company requires a replacement, the available shift shall first be offered to the most senior qualified employee on duty within the seniority section at the time, who may decline such assignment provided a less senior qualified employee is available to perform the work.

6.19 Copies of pertinent forms will be made available to the Local President (or his/her designate) to assist the Union in creating and maintaining its membership list. Such requests will be made in writing with reasonable notice.

## ARTICLE 7 - FILLING POSITION

- 7.1 In the event of a job vacancy within the bargaining unit the company shall post the vacancy for a period of seven (7) calendar days. For positions posted that do not require testing, the Company will endeavour to award such positions within two (2) weeks from the date of removal of the job posting. The appropriate supervisory officer shall fill the positions on the basis of qualifications and seniority of applicants in the posted classification. The Company will be the judge of qualifications and the employee may appeal selections in accordance with the grievance procedure. Full time employees who have established seniority in the posted classification will have seniority over part time employees except when a part time employee has worked in the posted position for (3) three years or more. If two or more applicants have the same seniority, then a full time employee shall be considered more senior over a part time employee. If two or more full-time applicants have the same seniority date, then the date and time of application for employment shall govern.
- 7.2 Vacancies having more than thirty (30) calendar days anticipated duration, in established or new positions, shall be filled by adjustments within the department, due regard being given to the qualifications and seniority of the employees. Once adjustments have taken place within the department, any vacant positions shall be bulletined for seven (7) calendar days excluding holidays in a place accessible to all employees. Employees desiring such positions shall, within seven (7) calendar days excluding holidays of posting, make written application to the Director, Human Resources (or the Company's designate) with a copy to the Local President (or his/her designate), stating qualifications for the vacancy
- 7.3 An employee who applies for a bulletined position shall be granted an interview and shall, if unsuccessful, be advised accordingly with appropriate reasons being given. The Company will provide the Local President or his/her designate with a list of unsuccessful candidates, as requested.
- 7.4 An employee, who is assigned to a position by bulletin, will receive full explanation and will be shown the duties of the position. He/she must demonstrate his/her ability to satisfactorily perform the work within a reasonable probationary period of up

to thirty (30) working days, which may be extended by mutual agreement, the length of time being dependent upon the character of the work. Failing to demonstrate his/her ability to satisfactorily perform the work, the employee shall be returned to his/her former position without loss of seniority.

An employee who is required to fill a temporary vacancy or temporary position shall at the expiration of such temporary employment be returned to his/her regular position. If the temporary vacancy has lasted for thirty (30) days or more, the employee shall have seniority in the classification.

#### 7.5 Schedules

- (a) When creating work schedules management shall, if practicable, make every effort to maintain consistent schedules that are uniform. Management will make every effort to ensure that most senior schedule picks will remain, should such picks be vacant due to vacation or illness. Employees shall be allowed to choose their shift by seniority, full time then part time and classification. The new schedule shall be posted for a minimum of nine (9) days prior to the commencement of the new shift. There will be separate schedules for full-time and part-time in Season B.
- (b) The following shall also constitute a new work schedule, and the provisions of Article 7.5 shall apply when:
  - (i) The regularly assigned hours are changed by more than three (3) hours.
  - or
  - (ii) The rate of pay for any classification is changed other than a change pursuant to the provision of Article 12.5.
- (c) Any additions after a schedule is posted will constitute a new work schedule and 7.5 (b) shall apply.

#### 7.6 Each bulletin shall show:

- (a) job classification,
- (b) rate of pay,
- (c) hours of assignment,

- (d) assigned days off\*,
- (e) anticipated duration,
- (f) date test results will be completed. Extension of dates will not be unreasonably withheld upon prior notification to the Local Union Representative, and
- (g) anticipated date of transfer of the successful applicant to the position.

\* shall only be shown when known.

Copies of each bulletin shall be supplied to the Local President or his/her designate.

- 7.7 Upon expiration of a temporary assignment, an employee so assigned shall be returned to his/her regularly-assigned position.
- 7.8 An employee returning to his/her former position from leave of absence or vacation may within five (5) working days exercise his/her seniority rights to any vacancy bulletined during his/her absence, provided he/she has the qualifications to perform the work. Employees thus displaced may exercise seniority to any position they are qualified to fill as provided for under Article 6.9.
- 7.9 Where more than one position is bulletined, in accordance with Article 7.2, an employee shall have the right to make application for any or all of such positions, stating his/her preference.
- 7.10 Shift exchanges must be approved by a management representative in accordance with Company policy. Any repeat single shift exchange requests deemed to manipulate the schedule will be denied after a review between the Union and the Company.

## ARTICLE 8 - CONTRACTING OUT AND SPECIAL SEPARATION ALLOWANCE

- 8.1 If the Tower decides to contract out work performed by bargaining unit employees or permanently abolish any bargaining unit position, the company will meet with the union at least sixty (60) days in advance of any implementation of the decision to discuss the issue and review which employees may be affected.
- 8.2 The Company will request that the contractor give consideration to employing any employees that are displaced.
- 8.3 Employees, who do not secure employment with the contractor and are laid off due to contracting out, will be given a minimum of thirty (30) days notice of the layoff and will receive the special separation allowance described below.
- 8.4 An employee entitled to the special separation allowance will receive three (3) weeks of pay based on the employees average weekly non-overtime base wages and gratuity payments received over the previous twelve (12) months for each completed twelve (12) months of continuous employment for a minimum of six (6) weeks up to a maximum of sixty-six (66) weeks. This amount includes all payments that are required under the Ontario Employment Standards Act.
- 8.5 If individuals who are employed in comparable and similar jobs not in the bargaining unit are also laid off as part of the decision and receive separation or severance allowances calculated on a formula that, if used for bargaining unit employees, would provide for greater special separation allowances, the formula used for non-bargaining unit individuals will be substituted for the formula set out in 8.4
- 8.6 An employee who receives the special separation allowance will be deemed to have abandoned any right to be recalled. However, an employee may elect to maintain the right to be recalled under the Collective Agreement and not receive the special separation allowance.
- 8.7 To assist the displaced employee in his or her employment relocating and retraining efforts, the company will provide a package of support and counsel comprised of group seminars and individual counselling for up to four (4) months duration.

8.8 Displaced employees may apply for any available position at the Tower. If they qualify and are hired, they will receive the same post-hiring training as other successful candidates would receive in a similar role.

## ARTICLE 9 - LEAVE OF ABSENCE

- 9.1 Employees requesting a planned leave of absence shall make written application to their department head at least four (4) weeks prior to the commencement date of such leave of absence. The Company may, at its discretion, grant such leave of absence for a period of up to three (3) months provided the services of the employee are not immediately required and there is an employee available who has the qualifications to perform the work. Any outstanding vacation and General Holidays shall be included in the period of leave of absence unless such vacation has already been scheduled in which case it shall be taken when so scheduled. Such leave shall be granted in writing with a copy to the Local President or his/her designate.
- 9.2 Leave of absence may be extended in writing by the Company upon application in writing from the employee; provided such application is received at least three (3) calendar days to the expiration of the leave of absence. Seniority shall not accumulate during any extended leave of absence.
- 9.3 An employee who fails to report for duty on or before the expiration date of a leave of absence shall, unless the Director, Human Resources (or the Company's designate) is advised of exceptional circumstances, forfeit her/his seniority and her/his name will be removed from the seniority list.
- 9.4 Absolute proof of illness preventing return upon expiration of leave of absence shall excuse an employee's failure to return at that time.
- 9.5 Leave of absence shall not be granted to enable an employee to work outside the Company's service, except for reasons of health, other exceptional circumstances, or by agreement between the Company and the Union Accredited Representative.
- 9.6 An employee elected as a salaried representative of the employees covered by this Agreement shall be granted leave of absence without pay while so engaged.
- 9.7 For approved Union business leaves of absence (except those under 9.6 above), the Company will continue an employee's pay and will bill the Union for reimbursement. For such leaves, the Union will reimburse for lost hours at the straight time hourly rate plus an amount for benefit costs, vacation pay and pension

contributions. The Union agrees to pay such invoices within thirty (30) days. As much advance notice as possible will be given by the Union Accredited Representative and/or Local President (or their designates) prior to the effective date of the requested leave of absence.

9.8 The Company and the Union may jointly discuss employee requests for unpaid extended leaves of absence to attend an accredited educational institution. Such requests will be dealt with on the following basis:

- (a) the leave shall be taken only during the period from November 1st of any year to April 30th of the following year;
- (b) only employees with five (5) or more years of service shall be entitled to apply for such leaves;
- (c) an employee shall be limited to one (1) such leave during the life of this agreement; and
- (d) the granting of the leave shall be at the sole discretion of the Company.

9.9 An employee wishing to return from leave of absence prior to the expiration of his/her approved period of leave must advise her/his Supervisor at least three (3) days in advance of the date upon which he/she wishes to return to work. The Supervisor will, if such leave is due to illness, make every effort to change the work schedule to accommodate the returning employee but, if this is not possible, the employee shall return at the earliest possible date following the receipt of such notification by the Supervisor. If the leave were for other reasons, the employee will resume her/his duties at a time specified by the Company.

9.10 The name of an employee who is on authorized leave of absence shall be retained on the seniority list.

9.11 The Company agrees to grant maternity and paternity leave in accordance with the provisions of the *Employment Standards Act*.

9.12 Personal Emergency Leave

In accordance with the *Employment Standards Act*, an employee is entitled to a leave of absence without pay for the following reasons:

(a) Death, illness, injury or medical emergency of an immediate family member; or

(b) An urgent matter that concerns an immediate family member.

An employee is entitled to take a total of ten (10) days personal emergency leave in each calendar year.

## ARTICLE 10 – HUMAN RIGHTS AND ACCOMMODATION

- 10.1 The Company, the Union and the Employees agree that there shall be no discrimination or harassment contrary to the *Ontario Human Rights Code* because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.
- 10.2 The Union and the Company agree that in returning a disabled employee to the workplace any accommodation shall be in accordance with the *Ontario Human Rights Code*.
- 10.3 The Company shall furnish the Local President with full particulars of each accommodation where seniority rights are affected.
- 10.4 Pursuant to the CN Tower's Discrimination and Harassment Prevention Policy, an employee may bring an harassment or discrimination complaint to the attention of the Director, Human Resources (or the Company's designate), that he or she has been treated contrary to the *Ontario Human Rights Code*. An employee, who brings a harassment or discrimination complaint ("complainant"), or who is the subject of a harassment or discrimination complaint ("respondent"), has the right to seek union assistance. Following the completion of any investigation conducted by the Company, the complainant and respondent shall be advised of the outcome of the investigation.

## ARTICLE 11 - HOURS OF SERVICE AND DAYS OFF

- 11.1 The hours of service and days off of all full time and part time employees shall be posted in each department seventy two (72) hours before the commencement of such work schedule. If the hours are changed following posting, the employee will be notified accordingly. Because of the seasonal nature of the Tower's operation, days of service and hours of work may vary; such variations not being inconsistent with the terms of this Agreement, the intent being to provide maximum service to the guest at all times and to retain a steady full-time and part-time work force throughout the year.
- 11.2 The regular starting time shall not be changed by more than two (2) hours without at least thirty-six (36) hours notice to the employee affected, except when the change is due to employee sickness or other unforeseen circumstances.
- 11.3 Split shifts assignments will be confined to not more than two (2) shifts per day and unless mutually agreed otherwise a minimum scheduling of three (3) hours work will be assigned to the first tour of the split. A maximum of eight (8) or ten (10) hours work within a spread of twelve (12) consecutive hours in any day, due regard being given to Article 11.1. No employee shall be required to work more than two (2) split shifts per week schedule unless it is by mutual agreement.
- 11.4 The hours off duty between two consecutive assignments two (2) working days shall be no less than eleven (11) in accordance with the *Employment Standards Act*.
- 11.5 Days of service may, on seventy-two (72) hours notice, be re-assigned by the Company in accordance with the seniority provisions of this Agreement. In such event, the employee affected shall be personally notified.
- 11.6 A meal period shall not be less than thirty (30) minutes nor more than one (1) hour unless otherwise mutually agreed.
- 11.7 Full-time employees will be assigned two (2) or three (3) days off duty in accordance with their work schedule and part-time employees one (1) day off duty, with preference being given on the basis of seniority within the group. Such assigned days off shall, as far as practicable, be consecutive.

- 11.8 In the event that the Tower is temporarily closed, due to unavoidable circumstances, regularly scheduled employees who have not been advised and who report for duty shall be paid fifty per cent (50%) for their normally scheduled hours on that day.
- 11.9 The maximum hours of any regular assignment shall not exceed ten (10) hours in any one (1) day exclusive of meal periods.
- 11.10 Unless any part of the Tower is temporarily closed as described in Article 11.8, an employee reporting for duty on his/her assigned shift shall be paid for his/her full assignment unless he lays off of his/her own accord.
- 11.11 Wherever possible and practical, the Company shall try to maximize normal hours of work for full time employees. In the summer months, every effort will be made to give full time and part time employees as many normal hours within a normal five-day work week.
- 11.12 Subject to 11.13, employees working a full shift shall be allowed (2) two (15) fifteen minute rest breaks each day, one during the first half of the shift and one during the second half of the shift. Such rest breaks shall be assigned with due regard for the demands of the service of the Tower.
- 11.13 Kitchen and Bar employees working a full shift shall be allowed two fifteen (15) minute rest breaks each day, one during the first half of the shift and one during the second half of the shift. Such rest breaks shall be assigned with due regard for the demands of the service of the Tower.
- 11.14 Upon weekly request by the Local President (or his/her designate), the Director, Food and Beverage of the CN Tower (or the Company's designate) will provide a copy of a finished work schedule including amendments and changes. Any issue arising from the schedule provided will be raised promptly by the Union.
- 11.15 If an employee is requested by management to work through his or her rest period in accordance with articles 11.12 and 11.13, he or she will be paid straight time in lieu and this time will not be considered overtime if this time puts them over 40 hours in a week. Employees will be obligated to notify their manager at the end of his or her shift that they did not get the opportunity to utilize their rest period during his or her current shift.

11.16      Sickness must be reported to the Company as soon as possible, but at the latest on the first day of illness within a reasonable period of time prior to the normal reporting time of the employee concerned, and in any event no later than two (2) hours in the case of an employee scheduled with a morning shift and four (4) hours in the case of an employee scheduled with an afternoon or evening shift.

## ARTICLE 12 - OVERTIME

- 12.1 Except as otherwise provided by this Agreement, authorized time worked by full-time employees in excess of an employee's regularly scheduled hours continuous with, before or after the normal daily hours of his/her assignment shall be considered as overtime and shall be paid for at one and one-half times his/her hourly rate in fifteen (15) minute increments.
- 12.2 Authorized time worked by full-time employees in excess of forty (40) hours per week shall be paid at time and one-half their regular rate of pay.
- 12.3 Full-time employees shall be compensated at overtime rates for all time worked on their regularly assigned days off and shall be allowed a minimum of four (4) hours for four (4) hours work or less at overtime rates.
- 12.4 Part-time employees shall be paid overtime at time and one-half their regular rate of pay for time worked in excess of eight (8) hours in a day, forty (40) hours in a week and for time worked on the seventh consecutive day.
- 12.5 Where regular assignment provides for a longer than normal working day, e.g. nine (9) or ten (10) hours, the overtime provided for in Articles 12.1 and 12.4 shall be paid for hours worked in excess of the normally assigned hours.
- 12.6 Time worked by employees in excess of the regularly assigned hours shall be paid at the employee's straight time hourly rate when such excess time is due to the application of seniority provisions.
- 12.7 An employee shall not be required to suspend work during regular hours to absorb overtime.
- 12.8 An overtime call may be considered cancelled only if the employee is contacted before leaving his/her home.
- 12.9 No overtime shall be worked except by direction of proper authority. Every effort will be made to avoid the necessity of overtime; however, when conditions necessitate, employees will perform authorized overtime work as locally arranged in writing with preference being given to senior employees who may decline such work, provided a less senior qualified employee is available to perform the work.

12.10 Hours worked as a result of shift changes made between employees at the request of any such employee will not create payment of overtime.

12.11 Overtime in season B: After schedules are maximized, full time employees working short schedules will be offered the opportunity in accordance with seniority to work shifts that may become available during the work week without incurring overtime.

If no one exercises the right to pick the shifts, those shifts shall be offered to laid-off full time employees first and thereafter the shifts shall be offered to the qualified part-time employees in order of seniority.

Overtime occurs once all scheduled part time employees who are on the schedule with at least eight (8) hours have had the opportunity to maximize season "B" hours.

12.12 If overtime is required and the total number of hours equals (12) twelve consecutive hours or more, the employee may request an additional (15) fifteen minute break, during the last (4) four hours of the shift.

## ARTICLE 13 - RATES OF PAY

- 13.1 Rates of pay listed in this article shall apply during the term of this Agreement, subject to all other provisions of the Agreement.
- 13.2 An employee temporarily assigned to a higher-rated position for (1.5) one and half hours or more shall receive the higher rate during such temporary assignment. A temporary assignment to higher-rated position contemplates the entire fulfillment of the duties and responsibilities of the position during the time occupied. Assisting a higher-rated employee due to a temporary increase in the volume of work or performing part of the function of a higher-rated position without assuming entire responsibility does not constitute a temporary assignment to a higher-rated position.
- 13.3 An employee temporarily assigned to a lower rated position shall not have his/her rate reduced.
- 13.4 Rates for newly created positions shall be in conformity with the rates of pay for positions of similar kind or class. Such rates of pay must be mutually agreed upon.
- 13.5 No change shall be made in the agreed hourly rate of pay for an individual schedule where duties and responsibilities are relatively similar to those in the respective group. However, where an employee's duties and responsibilities are increased over those in the group, or where the demand in the labour market justifies an increase in the rate of pay for a particular classification, a higher rate may be established and paid by the Company with the approval in advance of the Local President (or his/her designate) who shall be kept advised of any such proposed increases.
- 13.6 Established positions shall not be discontinued and new ones created covering relatively the same class of work for the purpose of reducing the rate of pay.
- 13.7 The Company shall reimburse employees for any pay cheques shortages of twenty dollars (\$20) or more within seventy two (72) hours.

## WAGE CHART

### SENIORITY SECTION – 360 RESTAURANT

JOB CLASSIFICATION	June 1, 2016	June 1, 2017	June 1, 2018
*Bartender – Service	\$17.74	\$18.09	\$18.45
Captain	\$11.70	\$11.93	\$12.17
Waiter	\$11.71	\$11.94	\$12.18
Silver Polisher	\$11.71	\$11.94	\$12.18

### SENIORITY SECTION - HORIZONS

JOB CLASSIFICATION	June 1, 2016	June 1, 2017	June 1, 2018
*Bartender	\$16.11	\$17.09	\$17.43
Server	\$11.70	\$11.93	\$12.17
Busperson	\$11.71	\$11.94	\$12.18

### SENIORITY SECTION – LE CAFÉ

JOB CLASSIFICATION	June 1, 2016	June 1, 2017	June 1, 2018
Counter Attendant	\$17.07	\$17.42	\$17.76
Fast Food Cook	\$15.07	\$15.37	\$15.93
General Help	\$12.31	\$12.56	\$12.81

### SENIORITY SECTION – KITCHEN

JOB CLASSIFICATION	June 1, 2016	June 1, 2017	June 1, 2018
Butcher	\$28.13	\$28.69	\$29.27
Assistant Butcher	\$19.42	\$19.81	\$20.21
Production Cook	\$27.38	\$27.92	\$28.48
Chef de Partie	\$26.00	\$26.52	\$27.05
First Cook	\$21.09	\$21.52	\$21.95
Second Cook	\$19.42	\$19.81	\$20.21
Third Cook	\$17.79	\$18.14	\$18.51
(Apprentice Cook)			

### SENIORITY SECTION – STEWARDING

JOB CLASSIFICATION	June 1, 2016	June 1, 2017	June 1, 2018
Head Receiver	\$22.29	\$22.74	\$23.19
Receiver	\$20.54	\$20.95	\$21.37
Linen Keeper	\$18.76	\$19.13	\$19.52
Assistant Linen Keeper	\$17.00	\$17.34	\$17.69
Utility Attendant	\$17.00	\$17.34	\$17.69
Steward	\$19.52	\$19.91	\$20.31
Assistant Steward	\$17.00	\$17.34	\$17.69

**SENIORITY SECTION – RESERVATIONS**

<b>JOB CLASSIFICATION</b>	<b>June 1, 2016</b>	<b>June 1, 2017</b>	<b>June 1, 2018</b>
Head Reservations Clerk	\$20.45	\$20.86	\$21.28
Head Host/Hostess	\$20.45	\$20.86	\$21.28
Host/Hostess	\$17.90	\$18.26	\$18.62

\*Wage parity as of June 1, 2019

**ARTICLE 14 - GENERAL HOLIDAYS**

14.1 The following days shall be holidays, namely:

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

Each year full time employees will be entitled to two (2) floating holidays. Employees must be employed on Remembrance Day (November 11th) and Anniversary day (June 1st) to be eligible.

Employees will be required to request these days off between June 1 – May 31 of each year. Unused floating holidays as of May 31 will be paid out on the following payroll.

14.2 To be eligible for a general holiday with pay, employee must render a minimum of one (1) day's compensated service within the five (5) work days immediately preceding the holiday and a minimum of one (1) day's compensated service within the five (5) work days immediately following the holiday. Part-time employees will be compensated for statutory holidays in accordance with the provisions made under the Employment Standards Act of the Province of Ontario. An employee absent on account of vacation with pay shall be considered as having rendered compensated service on such vacation days for the purpose of the application of this Article. Should an employee be prevented either by illness, authorized leave of absence, or injury, other than one entitling him/her to receive Workplace Safety & Insurance Board payments, she/he shall be considered eligible for pay for the general holiday, provided she/he has rendered a minimum of one (1) day's compensated service within the five (5) work days immediately following the holiday.

14.3 An employee qualified for holiday pay in accordance with Article 14.2 who is not required to work on the above-mentioned holidays shall receive her/his regular rate of pay for one (1) normal day's work.

14.4 If an employee who is eligible for a general holiday with pay is required to work on a holiday, she/he shall be given time and one-half off with pay in lieu (one and one-half days when applicable). Whenever possible, such time will be consecutive with the

employee's regularly assigned days off and at a time which is convenient to the employee. This provision shall not apply to the floating holidays in which case one (1) regular day off with pay in lieu thereof shall apply.

In the application of the above clause, and provided there are more than eight (8) employees in a job classification, should more than one employee request that a general holiday be assigned consecutively with regularly assigned day off, and such request is made fourteen (14) calendar days prior to the working schedule been posted, such request will be granted to not more than two (2) employees in the same job classification and in the same scheduled work week.

- 14.5 Failing the granting of time off in lieu of holidays worked, an employee will be paid for the work she/he was required to perform within regularly-assigned hours at time and one-half her/his hourly rate, due regarding being given to Article 14.2.
- 14.6 An employee who qualifies for a holiday with pay in accordance with this Article will not be compensated for a holiday if she/he fails to report for duty on the day of the holiday is so requested, due regard being given to Article 14.2.
- 14.7 If an employee who is eligible for a general holiday with pay is required to work on Christmas Day, she/he shall be paid, in addition to her/his regular rate of pay, for one (1) normal day's work, time and half for all time worked.

## ARTICLE 15 - VACATIONS

- 15.1 An employee who at the beginning of the calendar year has less than one (1) year of continuous employment with the Company is entitled to one (1) day of vacation per complete month of employment, up to a maximum of ten (10) working days and to a vacation payment equal to four percent (4%) of his/her previous year's gross earnings with the Company.
- 15.2 An employee who at the beginning of the calendar year has completed one (1) year of continuous employment with the Company, but less than three (3) years, is entitled to two (2) weeks of vacation paid at four percent (4%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 15.3 An employee who at the beginning of the calendar year completed three (3) years of continuous employment with the Company but less than ten (10) years, is entitled to three (3) weeks of vacation paid at six percent (6%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 15.4 An employee who at the beginning of the calendar year completed ten (10) years of continuous employment with the Company is entitled to four (4) weeks of vacation paid at eight percent (8%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 15.5 An employee who at the beginning of the calendar year completed nineteen (19) years of continuous employment with the Company is entitled to five (5) weeks of vacation paid at (10%) of his/her previous year's gross earnings with the Company, whichever is greater.
- 15.6 An employee who at the beginning of the calendar year completed twenty-eight (28) years of continuous employment with the Company is entitled to six (6) weeks of vacation paid at twelve percent (12%) of his/her previous year's gross earnings with the Company, whichever is greater, commencing January 1, 2017.
- 15.7 Applicants will be advised on December 31 by posting of dates allotted them and, unless otherwise mutually agreed, must take their vacation at the time allotted.

However, if an employee requests not to take his/her allotted vacation, employees within the same job classifications will be allowed to request the opportunity to reschedule their vacation.

- 15.8 A Vacation list will be posted in each department or sub-department by October 15 of each year. Applications filed prior to December 1, insofar as it is practicable to do so will be allotted in order of seniority of applicants, within a classification within a department or sub-department. Unless otherwise authorized by the officer in charge, the vacation period will be continuous. Any repeat single vacation day requests deemed to manipulate the schedule will be denied after a review between Union and Management.
- 15.9 Unless otherwise mutually agreed, employees who do not apply for vacation prior to December 1 shall be required to take their vacation at a time to be prescribed by the Company. Approval or denial of the requested changes to vacation dates shall be provided within ten (10) days of the written request form from the employee.
- 15.10 Vacation days shall be exclusive of the assigned rest days and the general holidays specified in the Agreement.
- 15.11 Unless otherwise mutually agreed between the Company and the Local President (or his/her designate), those employees who fail to choose a date within three (3) days of being requested to do so, shall forfeit any such preference until all other employees in their classification and department or sub-department have made their choice.

When the vacation periods have been assigned, there will be no change unless it is of an emergency or compassionate nature and mutually agreed between the Company and the Local President (or his/her designate).

- 15.12 Vacation credits shall not be cumulative from year to year except by written approval of the Director, Human Resources (or the Company's designate) and in any event employees shall not be allowed to waive vacation. In the event is approved, such vacation shall be paid at the rate in effect during the year it would normally be taken.

- 15.13 An employee will be compensated for vacation at the rate of the position which he/she would have held during such vacation period.
- 15.14 An employee who has been entitled to a vacation with pay shall be granted such vacation within the twelve (12) month period immediately following the closure of the Vacation list referred to Article 15.7 which list is posted following the completion of the calendar year of employment in respect of which the employee became entitled to vacation. Because of the seasonality of the operation, only one (1) employee per job classification may be on vacation at any one time for a period of not more than two (2) weeks between May 15 and October 15. The Company, however, will give serious consideration to requests, due to special circumstance, for vacation during this period and agrees not to abuse its discretion in this matter.
- 15.15 An employee who is laid off shall be paid for any vacation due him/her at the beginning of the current calendar year and not previously taken and, if not subsequently recalled to service during such year, shall upon application, be allowed pay in lieu of any vacation due him/her at the beginning of the following calendar year.
- 15.16 Notwithstanding the provisions of 15.2 through 15.6, an employee who has taken leave of absence during the previous year will be paid for vacation on the percentage of gross earnings.
- 15.17 Full-time employees will have priority over part-time employees in picking vacation.
- 15.18 Any employee with more than three (3) weeks vacation in a calendar year may, once during the life time of this Agreement, defer up to two (2) weeks of that vacation to be used in the following year to provide the employee with an extended vacation. This extended vacation must be taken in season B and all at the same time. The employee in choosing to defer their vacation as part of their December 1st vacation selection as per article 15.7.
- 15.19 Copies of the monthly vacation report from the Director, Food and Beverage (or the Company's designate) will be made available to the Local President (or his/her designate).

## ARTICLE 16 - DISABILITY COVERAGE

16.1 Full-time employees who have completed ninety (90) calendar days of continuous employment shall be eligible for disability benefits beginning on the first day in the event of an accident not subject to Workplace Safety & Insurance Board and beginning on the third day in the event of sickness. Benefits are calculated on the basis of seventy-five percent (75%) of an employee's basic rate of pay with a minimum hourly rate of \$12.50 up to seventeen (17) weeks.

Commencing June 1, 2017, employees will be eligible for sixty percent (60%) of an employee's base rate of pay from eighteen (18) weeks up to a maximum of twenty-six (26) weeks per year non-cumulative. In the event that an employee's sickness results in hospitalization or is greater than fourteen (14) consecutive days, benefits shall commence from the first day of sickness.

16.2 The Company reserves the right to change insurance companies or to self-insure, as the case may be, on the understanding that the benefits forthcoming to the employees are not affected by such change.

16.3 An employee injured on the job and required to go to a physician's office or hospital will be provided free transportation by the Company, and where necessary, back to the Company's premises or his or her home.

16.4 If an employee is injured on the job during regular working hours and as a result of being properly authorized to leave work, does not perform all regularly scheduled working hours of the shift on such day, the Company will make up his pay for his regularly scheduled hours so lost, at his base hourly rate of pay exclusive of premiums.

## ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.1 The parties to this Agreement agree that all steps shall be taken to assure that grievances shall be adjusted or finalized as quickly as possible. Every effort will be made to settle disputes during the early stage of the Grievance procedure. It is understood that a reasonable amount of time may be spent by members of the Union Grievance Committee in order to investigate and participate in grievance matters and the Union agrees that the members of the Union Grievance Committee will cooperate with the Company in not conducting investigations in a manner which will unduly interfere with the Company's operations. The Company agrees that it shall not prevent the Committee from properly fulfilling its obligations to investigate and settle grievances.
- 17.2 The Grievance Procedure shall apply equally to grievance lodged by a group of employees and be processed as an individual grievance.
- 17.3 An employee who believes that he/she has been or is being unjustly dealt with, or that any provision of the Collective Agreement have not been complied with shall within (5) calendar days of the alleged non-compliance, meet with his/her supervisor (and with his/her Union Representative, if he/she so desires) to discuss his/her concerns. Only after meeting with his/her supervisor, and if the matter is not settled satisfactorily, may the employee proceed with a grievance at Step One. The following steps in the Grievance procedure shall apply :

### Step One:

The grievance shall be in writing. The Local President or his/her designate (i) shall submit the grievance to the Director, Human Resources (or the Company's designate) and (ii) shall meet with the employee's direct manager and the Director, Human Resources (or his/her designate) within ten (10) calendar days from the date the grievance was submitted. The Director, Human Resources (or the Company's designate) shall respond to the grievance in writing within ten (10) calendar days after the meeting.

### Step Two:

Within ten (10) calendar days of receipt of the response under Step One, the Local President or his/her designate may appeal the

case to the Chief Operating Officer and/or designated Management employee of the Company and the Director, Human Resources or his/her designate. The Chief Operating Officer and/or designated Management employee will arrange and chair a meeting of the interested parties within fifteen (15) calendar days so that related facts will be subjected to examination. A written decision shall be rendered by the Company within fifteen (15) calendar days of the meeting.

Step Three:

Should the Union disagree with the decision stated in Step Two, the Union may, within sixty (60) days, advise the Chief Operating Officer and/or designated Management employee of the Company by letter of the Union's intention to refer the grievance to arbitration in the manner prescribed in Article 17. The Chief Operating Officer and/or designated Management employee upon receipt of the letter will respond within ten (10) calendar days if he/she decides to change the decision rendered in the particular case.

- 17.4 All time limits are specified herein for the grievance procedure may be extended, but only by mutual agreement and confirmed in writing.
- 17.5 In cases when an employee is investigated as a result of an alleged misdemeanour, the Director of the related department or their designated representative and/or the Director, Human Resources (or the Company's designate) will investigate the incident with all related parties prior to the issuance of a formal document.
- 17.6 An employee who had completed his/her probationary period will not be disciplined in excess of a written reprimand without a proper hearing.
- 17.7 Notwithstanding complaints from guests, the Company shall not inscribe on the record of any employee any complaint lodged more than fifteen (15) days after the incident within the Tower comes to the attention of Management. An employee shall be notified of anything inscribed on his/her record.
- 17.8 Any formal entry which relates to an employee's conduct and which could be used for the purpose of administration of discipline shall be placed in an employee's file for a period of one (1) year and then removed. However, in the case of incidents of a

like nature, the formal entry will be held on an employee's file for a period of two (2) years and then removed. A copy of all such entries or documents shall be sent to the employee and to the Local President or his/her designate at the time any entry or document is placed on the file and both the Union and the employee shall be required to acknowledge receipt of same. Any written reply from the Union shall be placed on the employee's file.

17.9 Any discipline assessed will be imposed without delay. No employee shall be disciplined on his or her day(s) off unless termination is contemplated.

17.10 In case of discipline involving potential suspension the Director, Human Resources (or the Company's designate) shall meet with the Local President or his/her designate, the employee and his/her Supervisor, to discuss the offence in question. Within three (3) days of such discussion, the employee will be notified of any discipline in writing and the Local President or his/her designate will be provided with a copy. Unless the nature of the offence warrants it, the employee will not be held out of service pending discipline.

17.11 When the nature of the alleged offence is one in which dismissal is contemplated, no employee may be held out of service for investigation of any charges against him/her for a period longer than three (3) working days, unless mutually extended by the Local President or his/her designate and the Company, without the holding of a hearing. The employee must be notified at least one (1) working day in advance of such a hearing.

The employee or his/her representative shall be given in writing a complete list of the charges against him/her and any evidence to substantiate those charges known to the Company at the time when notified of the hearing. At the hearing the Company shall present all the evidence and/or available witnesses or evidence to support their charges and the employee may present available evidence or witnesses to support his/her case. The employee must also be represented by the local Union representation, and/or an accredited representative of Unifor. The Company will render its decision of the hearing in writing within three (3) calendar days thereafter. If the employee is not satisfied with the decision, he/she may process his/her case further, commencing at Step Two of the grievance procedure.

- 17.12 Should the employee be exonerated, he/she shall be paid at his/her regular rate of pay for any time lost, and the record of the employee shall be cleared of the alleged offence.
- 17.13 The settlement of any dispute shall not under circumstances involve retroactive pay beyond a period of ninety (90) calendar days prior to the date that such grievance was submitted at Step One of the grievance procedure.
- 17.14 Where a grievance other than one based on a claim for unpaid wages is not progressed by Unifor within the prescribed time limits, the grievance will be considered to have been dropped. Where a decision with respect to such a grievance is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance will be processed to the next step of the grievance procedure.
- 17.15 When a written grievance based on a claim for unpaid wages is not progressed by Unifor within the prescribed time limits, it shall be considered dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement.
- 17.16 The time limits as provided under this Article will apply equally to grievances originating with the Company and may be extended by mutual agreement in writing.
- 17.17 Where the term "calendar days" is used, Saturdays, Sundays and holidays are excluded.
- 17.18 Employees will be granted reasonable access to his or her discipline file at least once per year, at a mutually agreed upon time and in the presence of an employee representative.

## ARTICLE 18 - ARBITRATION PROCEDURE

- 18.1 Provision shall be made in the following manner for the final and binding settlement, without stoppage of work, of differences or disputes which arise concerning the application or interpretation of this Agreement governing rates of pay and working conditions which cannot otherwise be disposed of between officers of the Company and Unifor.
- 18.2 A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he/she has been unjustly disciplined or discharged and which is not settled at Step Two may, within sixty (60) days of a decision rendered at Step Two, be referred by either party to an arbitrator for final and binding settlement without stoppage of work. In the event of the failure of the parties to agree upon the selection of an arbitrator, the matter may be referred by either party to the Minister of Labour of the Province of Ontario, who shall choose the arbitrator.
- 18.3 When an employee has been found to have been unjustly dealt with, the arbitrator shall have the power to order reinstatement with or without compensation as the arbitrator sees fit.
- 18.4 The Company's policies and procedures are specifically excluded from the jurisdiction of the arbitrator. He/she shall not have any jurisdiction or authority to alter or change any of the provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 18.5 The time limits as provided herein may be extended by mutual agreement and confirmed in writing.
- 18.6 The parties agree to utilize the following panel of arbitrators on a rotational basis for cases referred to arbitration:
- (1) J. Hayes
  - (2) M. Silverman
  - (3) T. Wacyk
  - (4) K.A. Hinnegan

## ARTICLE 19 - TRAINING

19.1 Employees shall be encouraged to learn the duties of positions other than their own within the Company. For this purpose, opportunity shall be afforded in their own time and/or during their regular working hours provided that such arrangements do not interfere with the performance of their regularly-assigned duties. The Company may also for this purpose make arrangements with the employees to exchange positions temporarily, without effect upon the rates of pay of the employees concerned. The Local President or his/her designate will be advised when employees exchange positions in accordance with the Article.

### 19.2 Training During Normal Working Hours

An employee required by the Company to take training during his/her normal working hours will be paid his/her regular rate of pay while in training.

The Company will consult with the Union on Training schedules for existing employees no less than twenty-one (21) days prior to the commencement of any course that is to be provided to employees in the bargaining unit.

### Training Outside Normal Working Hours

An employee required by the Company to take training outside his/her normal working hours will be compensated at his/her regular rate of pay while in training.

### Voluntary Training

Where training facilities are provided by the Company on a voluntary basis, an employee taking advantage of such training will not be compensated.

19.3 It shall be the policy of the Company to cooperate in every practical way with employees who desire advancement to official or accepted positions. Accordingly, such employees who make application to the Director, Human Resources or his/her designate stating their desire, qualifications and experience will be given consideration for openings, provided they have the necessary capabilities.

- 19.4 Employees will be required to provide on the job training to fellow employees as directed by the Company.
- 19.5 The Company agrees to pay into a special fund three cents (\$0.03) cents per hour per scheduled employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to the following address:

Unifor Paid Education Leave Program  
R.R. #1  
Port Elgin, Ontario NOH 2C5

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

**ARTICLE 20 - ATTENDING COURT**

20.1 An employee who loses time by being required, in a case in which the Company is involved, to attend court or coroner's inquest, or to appear as a witness, shall be paid for time lost. If no time is lost, such employee shall be paid for actual time held, with a minimum of four (4) hours at one and one-half ( $1\frac{1}{2}$ ) times his/her hourly rate.

20.2 A full-time or part-time employee who has completed his/her probationary period and who is summoned for jury duty and/or jury selection and who is required to lose time from his/her assignment as a result thereof, shall be paid for actual time lost with a maximum of one (1) day's pay at the straight time hourly rate of his/her position for each day lost, less the amount allowed for jury duty and/or jury selection for each such day.

To be eligible for this compensation, the employee must furnish the Company with a statement from the court, of jury allowances paid and the days on which jury duty was performed.

## ARTICLE 21 - MISCELLANEOUS

### 21.1 Uniforms and Work Clothes:

Employees required to wear uniforms shall be supplied them by the Company free of charge. Necessary valet and laundry service for such uniforms shall also be supplied by the Company.

### 21.2 Posting of Unifor Notices:

Notices of interest to employees may be posted by Unifor in a location agreed to by the Company. A notice board for this purpose shall be provided by the Company, for the Union's utilization. Such notices shall be on Union letterhead and signed by the Local President or his/her designate. Each of the Union and the Company reserves the right to remove any notices that are inappropriate or in violation of the Agreement. The Union may request to utilise the general use boards upon agreement of Management.

### 21.3 Bereavement:

In the case of bereavement, a permanent employee having completed their probationary period shall be granted five (5) day's leave of absence without loss of pay in the following instances: death of a parent or guardian, spouse, same sex spouse/partner or child and three (3) day's leave of absence without loss of pay for the death of a brother, sister, father-in-law, mother-in-law and grandparents, an employee will be allowed one (1) day leave of absence without loss of pay to attend the funeral services in the case of brother-in-law and sister-in-law. Such leaves must be commenced within seven (7) days of the death of the listed family member, except in extenuating circumstances. Bereavement leaves are continuous once commenced and pay protection will apply as outlined above. If requested, the employee must provide adequate evidence of bereavement, to the Human Resources Department upon his/her return from leave.

### 21.4 Employee Liability:

Employees shall be held responsible for the full amount of the Employee Sales Summary Reports from various systems operated by employees. Unless negligence is established, employees shall not be required to pay for lost, broken or damaged equipment. In

the eventuality that a mishandled credit card voucher or other type of payment is returned to the Company, the employees shall be held responsible if he/she has been notified within thirty (30) calendar days of such return, employees shall reimburse the Company within fourteen (14) calendar days following notice.

In the event that a guest walks out without paying the employee shall only be held responsible for the loss after a meeting with the Union and Management. The employee will have fourteen (14) days to pay if found to be negligent.

21.5 Labour-Management Consultation Committee:

The Company and the Union agree to cooperate in the establishment and operation of a Joint Labour-Management Consultation Committee, composed of an equal number of representatives of the Company and its employees, and governed by rules and regulations mutually drawn up and agreed upon. The object of this Committee shall be:

To provide and facilitate cooperation and participation in bringing forward ways and means of improving productive efficiency, health, safety, promoting fuller understanding and maintaining harmonious mutual relations between them.

Labour Management meetings shall take place at least every three (3) months and shall be attended by up to three (3) members of the Union and up to three (3) members of Management.

The Company shall pay the Local President or his/her designate at straight time rate to a maximum of three (3) hours per day for time in any meeting requested by Management. This time shall not count when calculating overtime.

21.6 An employee who is dismissed or who leaves the service with due notice shall, upon request, be given the usual certification of service and will be paid as soon as possible.

21.7 Locker and Washroom Facilities:

Each employee shall be provided with his/her own locker, and washroom facilities shall be maintained in a clean and sanitary condition by the Company. Employees will assist in the maintenance of these standards.

Inspection of employee lockers shall not be carried out unless an officer of the Union is present or, in the event of a single inspection, the individual is present.

21.8 Medical Notes:

An employee who is required to attend a medical examination shall not be required to do so on his/her assigned rest days. When such an examination takes place during normal working hours, the employee shall be compensated for time lost. When the Company requires a note from the doctor, the Company will pay for doctor note(s) up to a maximum of one hundred (\$100) per calendar year.

An employee, who is scheduled to work and is unavailable due to sickness, may be required to provide a doctor's note upon request after the third (3rd) day. The Company may, in its discretion, request a medical certificate after one (1) day in reasonable circumstances.

21.9 Upon submission of formal resignation from the Company's service, and having fully exercised seniority in their seniority group, or groups, severance pay shall be granted to regular full-time employees with at least five (5) years' service, whose services are terminated through technological change, in the amount of one (1) week's pay for each year of service with the Company.

21.10 Each full-time employee who is employed in the Kitchen and has completed probation and a part-time kitchen employee who has completed three (3) years of service will receive an annual kitchen tool allowance of one hundred and twenty five dollars (\$125). Cumulative receipts will be submitted only once per year per employee. Each kitchen employee will be required to have the tools contained in the basic tool list:

- (1) French knife
- (2) Boning knife
- (3) Paring knife
- (4) Slicer/carving knife
- (5) Peeler
- (6) Steel
- (7) Tongs
- (8) Palette knife
- (9) Piping bags and tips

- (10) Tool box or secure wrap set
- (11) Meat fork
- (12) Temperature Gauge
- (13) Slotted Spoons
- (14) Ladles

The Company may conduct an audit once a year upon two (2) weeks notice to ensure each kitchen employee, who receives an allowance, has the required tools contained in the basic tool list set out above.

The Company will not require an employee to lend their tools.

21.11 The Company will undertake the responsibility for the printing of the collective agreement as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

21.12 Safety Shoes:

Company will reimburse 100% up to one hundred and fifty dollars (\$150) per year receipted and may be used to purchase more than one pair of safety footwear to the annual maximum including slip resistant shoes for the front of the house. Cumulative receipts will be submitted only once per year per employee.

21.13 No employee will be disciplined who has refused to perform certain work because she has reason to believe that the work is likely to endanger herself or another employee, provided that the employee has complied with the procedures set out in the *Occupational Health and Safety Act* regarding work refusals.

21.14 The Union agrees to provide to the General Manager of the Restaurant with an agreement amongst gratuity earners setting out how gratuities will be shared in 360 and Horizons. The agreement will be provided to the Tower within 30 days of signing the collective agreement.

21.15 Negotiation Committee:

The Chair person and the Local Union President shall attend negotiations. The other three (3) members of the negotiating committee shall be elected or appointed.

Union Representation:

- (a) As per Unifor's Constitution, the Union may elect or appoint employees from the bargaining unit, who have completed their probationary period, to be Union Representatives for the Local Union and Bargaining unit. Such Union Representatives will consist of the following members:
- Local Union President
  - Vice President
  - Financial Secretary
  - Recording Secretary
  - Chairperson
  - Negotiation Committee members
  - Labour/Management Committee members
  - Joint Health & Safety Committee members
- (b) The purpose of the Union Representatives will be to assist with the functions of the Local Union and also to assist the employees in the bargaining unit with the process and presentation, and grievances in accordance with the provisions of the Collective Agreement.
- (c) The Labour/Management Committee will consist of members from the Union Representative and members from Management.
- (d) The Company shall grant the Local Union President five (5) hours per week for the purpose of doing union work. Such hours must be scheduled and will be billed back to the Union.

21.16 The Union agrees to provide the Director, Human Resources (or his or her designate) documentation outlining voted members of the Union's Executive and representing members, within thirty (30) days of signing the collective agreement or post vote. The Union will work with the Director, Human Resources (or his or her designate) to establish an appropriate number of members to sit on the Joint Health and Safety Committee.

## **ARTICLE 22 - TERMINATION OF EMPLOYMENT**

- 22.1 An Employee shall be deemed terminated if he or she fails to show up or report for work for four (4) consecutive shifts without explanation.
  
- 22.2 The Union and the Company agree, that if an employee is absent from the workplace because of illness or injury for a period of more than twenty- four (24) months and there is no prospect of the employee returning to work, the Employee may be terminated. The Company will meet with the Union prior to a possible termination to review the employee's prospects to return to work.

**ARTICLE 23 - HEALTH & WELFARE**

23.1 Waiting Period

A full-time employee who has completed his or her probationary period and has ninety (90) calendar days of continuous employment will be entitled to participate in all group benefit plans provided for under the Collective Agreement. If a part time employee moves to full time and has worked a minimum of 500 hours as a part time or seasonal employee, the waiting period will be waived.

23.2 Death Benefit

Should an employee who is enrolled in the Health and Welfare plan die, the benefit coverage will continue for the one (1) year after the date of death for any dependents already being provided benefit coverage through the employee.

23.3 Dental Plan

The Company will provide a basic dental plan for employees and their dependants.

The employee portion of the premiums will continue to be paid through payroll deductions.

The yearly max for preventative and basic dental coverage shall be \$2,000.

ODA Fee Guide in use shall be one year behind.

23.4 A major restorative plan is in effect. The yearly maximum for major restorative coverage shall be \$2,000.

Increase in scaling to 10 units per year.

23.5 Same Sex

The group benefits contained in the collective agreement shall apply to same sex spouses/partners in the same way that they apply to spouses. For this purpose, same sex spouse/partner shall mean a person with whom the employee is living in a conjugal relationship and has been so cohabiting continuously for a period of not less than one (1) year and who has been represented and recognized as the employee's spouse/partner



23.9 Orthopaedic

Employees will receive up to a maximum of \$600 per year of the Collective Agreement.

Also required prescription from medical doctor, podiatrist, or chiroprapist.

23.10 The Company reserves the right to change insurance companies or to self-insure, as the case may be, on the understanding that the benefits forthcoming are not materially affected or the new benefit provider provides a benefit package that is a greater overall right or benefit.

23.11 Paramedical

Combined paramedical coverage to an annual maximum of One Thousand, two hundred and fifty (\$1,250).

Commencing June 1, 2018 combined paramedical coverage to a maximum of \$1,350, for employees only.

23.12 Compression Hose

Three (3) pair per calendar year, maximum of \$150, requires medical doctor prescription, 20 mmhg or higher grade.

23.13 Life Insurance

200% of annual salary with a minimum of \$75,000 and a maximum of \$200,000, reducing by 50% at age 65.

## **ARTICLE 24 - PENSION PLAN**

- 24.1 Each full-time employee must join the plan on the first of the month after completing one year of continuous employment with the Tower.
- 24.2 The Company will contribute 2.5% of the employee's annual earnings and will match any contributions made by the employee up to 1.5% of annual earnings per year. For this purpose, annual earnings means regular pay, overtime pay, group gratuities and any short term disability payments made to the employee.
- 24.3 As part of the plan, an employee may make additional voluntary contributions which will be treated as RRSP funds and can be withdrawn at any time by the employee.
- 24.4 An employee may receive retirement income in accordance with the pension plan.
- 24.5 Provision will be made to roll the former plan funds into a new voluntary group RRSP, whereby the employee can direct on-going investment decision in tandem with their funds in the new pension plan.

**ARTICLE 25 - DURATION OF AGREEMENT**

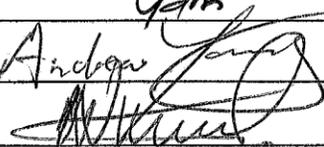
This Agreement, except otherwise specified, shall become effective June 1, 2016 and shall remain in full force and effect until May 31, 2019 and therefore, subject to sixty (60) days notice in writing from either party thereto of its desire to revise, amend or terminate it; which notice may be served at any time subsequent to February 28, 2019.

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (UNIFOR Canada), Local  
4271**

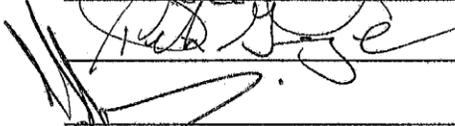
**CANADA LANDS COMPANY CLC LIMITED**

Dated at Toronto this 10<sup>th</sup> day of June, 2016

For the Union

  
\_\_\_\_\_  
Andrew Jones  
\_\_\_\_\_  
  
\_\_\_\_\_  
Cheremey Saunders  
\_\_\_\_\_  
\_\_\_\_\_

For the Company

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Jennifer Byers  
\_\_\_\_\_  
\_\_\_\_\_

**LETTERS OF UNDERSTANDING**

**Letter of Understanding #1**

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Parking**

Canada Lands Company CLC Limited at the CN Tower (the Company) does not have parking available for employees. Should parking become available at any time in the future, Unifor Local 4271 (the Union) requests that it be made available to unionized employees.

The Company assures the union that if parking becomes available at the CN Tower, anytime during the life of this Agreement on CN Tower property or close by, the Company will make it available to union members, and they will have the same rights of access to that parking as do all other hourly paid CN Tower employees.

Yours truly,  
Canada Lands Company CLC Limited



Teresa Law  
Vice President, Human Resources

## Letter of Understanding #2

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Season A**

In order to manage its operations, the Company will have the right to hire Seasonal employees as it may consider appropriate, to work during the five and one half (5 ½) month period of May 15<sup>th</sup> to October 31<sup>st</sup> each year.

The Company shall be entitled to use Seasonal employees starting May 1<sup>st</sup> for only the following Kitchen positions: Chef de Partie, First and Second Cooks, Third Cooks, Utility Attendant, Production Cook, and Butcher.

These Seasonal employees will be outside the bargaining unit and will not be covered by the Collective Agreement. If the Company decides to hire a Seasonal employee to work part-time or full-time after October 31<sup>st</sup>, the job classification will be posted as a vacancy under Article 7 of the Agreement. In addition, such former Seasonal employee will be on probation for thirty (30) days from the first day of part-time or full-time employment and will be eligible to participate in the Company benefits as per individual plan designs.

Yours truly,  
Canada Lands Company CLC Limited



Teresa Law  
Vice President, Human Resources

### Letter of Understanding #3

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Meal Allowance**

It is the intent of the Company to provide a nutritional meal for union employees at the cost of \$4.00 for the lifetime of this Agreement.

Yours truly,  
Canada Lands Company CLC Limited

A handwritten signature in black ink, appearing to read "Teresa Law". The signature is fluid and cursive, with the first name being more prominent.

Teresa Law  
Vice President, Human Resources

**Letter of Understanding #4**

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Outside Catering**

When the Company engages in an outside catering contract, it will first offer the work in seniority order for that contract by a separate posted schedule to eligible employees or persons laid off with recall rights to the bargaining unit who are, in both cases, qualified and able to do the work required.

In order to be eligible, the person has to provide the Company with a current telephone number where he/she can be personally contacted.

In order for an employee to be eligible for outside catering work, the work must not constitute overtime for the employee and, if worked, must not be likely to result in overtime being paid to the employee for that week, taking into consideration his or her work schedule.

If the Company is unable to fill its work requirements within five (5) days of the event with eligible employees or persons, it may engage temporary help for the job as it sees fit. Articles 7, 10, 11 and 12 and the policy change-gratuity procedure provisions of the Collective Agreement do not apply to outside catering work.

The hourly rate for the catering job is twenty dollars (\$20). Gratuities are not paid.

Yours truly,  
Canada Lands Company CLC Limited



Teresa Law  
Vice President, Human Resources

## Letter of Understanding #5

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Pick Up Shifts**

It is understood that when a member wishes another member to work his or her scheduled shift, it is the member's obligation to canvas by seniority when determining if other members are available to work the shift.

Yours truly,  
Canada Lands Company CLC Limited

A handwritten signature in black ink, appearing to read "Teresa Law". The signature is cursive and stylized.

Teresa Law  
Vice President, Human Resources

## Letter of Understanding #6

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Restaurant and Full Furniture Removal**

It is agreed between the parties that, service staff will not be requested to remove more than twenty (20) tables, with two (2) chairs each, to a maximum of forty (40) chairs.

Yours truly,  
Canada Lands Company CLC Limited

A handwritten signature in black ink, appearing to read "Teresa Law". The signature is fluid and cursive, with the first name being more prominent.

Teresa Law  
Vice President, Human Resources

**Letter of Understanding #7**

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Anti-Harassment Training**

It is agreed that at any time during the life of the Agreement, the Company or the Union can identify a need for Anti-Harassment Training. The parties will come together to discuss the feasibility and logistics regarding offering such training. Training terms will be mutually agreed and collaborative in nature if deemed required.

Yours truly,  
Canada Lands Company CLC Limited

A handwritten signature in black ink, appearing to read "Teresa Law". The signature is fluid and cursive, with the first name "Teresa" being more prominent than the last name "Law".

Teresa Law  
Vice President, Human Resources

## Letter of Understanding #8

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Labour-Management Consultation Committee**

The parties have discussed the value of developing guidelines for the Labour-Management Consultation Committee. The following guidelines have been agreed between the parties and will be in place for the life of the Agreement:

- 1) Meetings will be conducted quarterly on the first Wednesday of each of the following months; January, April, July, and October.
- 2) Agenda items will be submitted, to each party, one (1) week in advance of the scheduled meetings.
- 3) The Union and the Company will establish a core group of participants, of up to three (3) members each. Selected members will be communicated to the other party within thirty (30) days of signing the Collective Agreement.
- 4) Invited participants, depending on the agenda, will be communicated to the other party with each submitted agenda.

Yours truly,  
Canada Lands Company CLC Limited



Teresa Law  
Vice President, Human Resources

## Letter of Understanding #9

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Reservations Department**

The parties have discussed and agreed that the Company will refrain from implementing their proposed changes, including wage freezes and job changes, within the Reservations Department on condition that the Union demonstrates flexibility in the following areas:

- 1) Head Hostess and Head Reservations Clerk being able to interchange in slow periods. (ie: a slow lunch, Head Hostess can work on the phones in the am, or someone is on vacation, a Head Hostess or Head Reservations Clerk can be scheduled to cover). The Company will provide all necessary training, increasing the efficiency of the department.
- 2) It is clearly understood that as business levels slow, during Season B, hours may be decreased to match business levels. Management will be open to suggestions and concerns as they arise, however, it is agreed that Management has the right to allocate staffing levels.

Yours truly,  
Canada Lands Company CLC Limited



Teresa Law  
Vice President, Human Resources

## Letter of Understanding #10

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Food & Beverage Culture Changes**

The parties have discussed the Company's desire to improve the culture within the Food & Beverage department. The following outlines the discussions and vision for the future:

- 1) Implement a Code of Conduct:
  - To engage a collaborative and supportive working relationships
- 2) Structure Changes:
  - Director, Food and Beverage will oversee Front of House, Back of House and Reservations
  - Direction and vision of the department is directly the responsibility of the Director, Food and Beverage
- 3) Culture Change Agent:
  - The Company will engage with an external consultant to assist in facilitating the culture change
  - Employees primary mandate is to "provide the best service possible"
- 4) Duties and Responsibilities:
  - Appropriate training, as applicable to an employee's job classification, will be provided by management to ensure appropriate product knowledge, clear service standards and daily expectations (i.e menu changes and wine tasting).
  - Management will conduct a full analysis of each position and ensure each role is clearly defined. This does not mean arbitrarily changing job duties and descriptions.

Management will engage the union executives and members throughout the process to ensure the vision is clear and achievable.

Yours truly,  
Canada Lands Company CLC Limited



Teresa Law  
Vice President, Human Resources

**Letter of Understanding #11**

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Ontario Retirement Pension Plan (ORPP)**

It is understood that the Company and the Union will engage in discussions regarding participation in the Ontario Retirement Pension Plan (ORPP) should, during the life of the Agreement, legislation mandates such participation.

Yours truly,  
Canada Lands Company CLC Limited

A handwritten signature in black ink, appearing to read "Teresa Law". The signature is fluid and cursive, with the first name "Teresa" being more prominent than the last name "Law".

Teresa Law  
Vice President, Human Resources

## Letter of Understanding #12

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Retirement Allowance**

It is understood that the Company and the Union will engage in discussions regarding a retirement allowance program. The program will be designed and introduced within six (6) months of the ratification of the Agreement. Following the introduction of the program employees will have eighteen (18) months to advise of their intent to retire prior to May 31, 2019.

Yours truly,  
Canada Lands Company CLC Limited

A handwritten signature in black ink, appearing to read "Teresa Law". The signature is fluid and cursive, with the first name "Teresa" being more prominent than the last name "Law".

Teresa Law  
Vice President, Human Resources

**Letter of Understanding #13**

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Canada Lands Company Pension Plan 50/50 Split**

It is understood that the Company and the Union will engage in discussions regarding implementing steps to comply with a 50/50 split of the Company's pension plan program. The mandate must be achieved prior to December 31, 2017.

Yours truly,  
Canada Lands Company CLC Limited

A handwritten signature in black ink, appearing to read "Teresa Law". The signature is fluid and cursive, with the first name "Teresa" being more prominent than the last name "Law".

Teresa Law  
Vice President, Human Resources

## Letter of Understanding #14

June 1, 2016

Mr. Greg Burton  
Representative, UNIFOR  
205 Placer Court  
WILLOWDALE, ON M2H 3H9

Dear Greg:

**Re: Gratuity Policy**

It is understood that if during the life of the agreement, legislation should change regarding distribution of gratuities; the Company will comply with such legislation changes.

Yours truly,  
Canada Lands Company CLC Limited

A handwritten signature in black ink, appearing to read "Teresa Law". The signature is fluid and cursive, with a large initial "T" and a long, sweeping underline.

Teresa Law  
Vice President, Human Resources

## PART-TIME APPENDIX

1. The terms of the full-time agreement apply to the part-time employees, subject to any exceptions set out in this Appendix. Where the terms of this Appendix conflict with the Collective Agreement, this Appendix will prevail.
2. The following articles do not apply to the part-time employees:
  - (a) Contracting Out: 8.3 – 8.8
  - (b) Hours of Service and Days Off: 11.10
  - (c) General Holidays: 14.1 – 14.7
  - (d) Vacations: 15.1 – 15.15
  - (e) Miscellaneous: 21.3

The following articles will apply to part-time employees.

### 3. **Hours of Work**

- (a) An employee reporting for duty on his/her assigned shift shall be paid a four (4) hour minimum unless he or she declines the shift of his/her own accord.
- (b) If a part time employee is sent home prior to the end of his/her scheduled shift, he/she shall be paid for the full scheduled shift.

### 4. **Definitions**

For the purpose of this Collective Agreement:

- (a) "Season A" means the period between May 15<sup>th</sup> and October 31<sup>st</sup> of each year. Season A will commence on May 1<sup>st</sup> for the following kitchen positions: Chef de Partie, First, Second and Third Cooks, Utility Attendant, Production Cook and Butcher.
- (b) "Season B" means the period between November 1<sup>st</sup> and April 30<sup>th</sup> of each year.
- (c) A "part-time" employee means a person employed up to 30 hours a week during Season B and up to 40 hours per week during Season A.
- (d) A "seasonal" employee means a person hired to work up to 44 hours per week for the term of Season A.

5. **Holidays**

(a) Employees are entitled to the following public holidays with pay:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	December 26
Civic Holiday	Any other day prescribed as a public holiday
Family Day	

(b) An employee shall be paid one and one half times his or her regular rate for work on a public holiday and plus his or her entitlement to holiday pay.

(c) The amount of holiday pay shall be as prescribed by the *Employment Standards Act*.

(d) An employee's entitlement to holiday pay is subject to the rules set out in subsection 27(4) of the *Employment Standards Act*.

(e) An employee shall not lose the holiday pay if they have used an Emergency Leave Day under the *Employment Standards Act* on the day before or after the Holiday.

6. **Vacations:**

(a) Part-time employees will pick vacation in accordance with articles 15.7 and 15.8

(b) An employee who has less than one (1) year of service at the beginning of a calendar year will be paid four percent (4%) of earnings.

(c) An employee who at the beginning of the calendar year has completed one (1) year of continuous employment with the Company, but less than five (5) years is entitled to two weeks of unpaid vacation plus four (4) percent of his or her prior year's gross earnings.

(d) An employee who at the beginning of the calendar year has completed six (6) years of continuous employment with the Company, but less than nine (9) years is entitled to two weeks of unpaid vacation plus five (5) percent of his or her prior year's gross earnings.

(e) An employee who at the beginning of the calendar year has completed nine (9) years of continuous employment with the Company, but less than sixteen (16) years is entitled to two weeks of unpaid vacation plus six (6) percent of his or her prior year's gross earnings.

- (f) An employee who at the beginning of the calendar year has completed sixteen (16) years of continuous employment with the Company, is entitled to three weeks of unpaid vacation plus eight (8) percent of his or her prior year's gross earnings.
- (g) An employee who at the beginning of the calendar year has completed twenty (20) years of continuous employment with the Company, is entitled to four (4) weeks of unpaid vacation plus ten (10) percent of his or her prior year's gross earnings.
- (h) The vacation pay entitlement set out above will be paid out the first pay period in February. In addition, an employee may, once per year, request by three (3) weeks written notice a payout of their vacation accrual.

**7. Bereavement:**

In the case of bereavement, a permanent part-time employee who has completed one year of service, shall be granted up to five (5) days' leave of absence in the following instances: death of a parent or guardian, spouse, same-sex spouse/partner or child and up to three (3) days' leave of absence for the death of a brother, sister, father-in-law, mother-in-law and grandparents, an employee will be allowed one (1) day leave of absence to attend the funeral services in the case of brother-in-law and sister-in-law. Such leaves must commence within seven (7) days, of the death of the listed family member, except in extenuating circumstances. Bereavement leaves are continuous once commenced and pay protection will be applied to regularly scheduled days of work, if they fall within the timelines outlined above. If requested, the employee must provide adequate evidence of bereavement, to the Human Resources Department upon his/her return from leave.

**8. Pension:**

The pension plan as set out in Article 24 of the Collective Agreement shall be available to part-time employees who meet the qualification criteria in the pension plan.

**9. Benefits:**

Employees with four (4) or more years of service are eligible for the following benefits upon enrollment in the individual benefit program:

- (a) Dental Coverage - 50% of single basic dental coverage
- (b) Vision Care - 50% of single basic vision coverage
- (c) Medical Reimbursement Program - Up to a maximum coverage for \*Health or Dental expenses:

Year 1 - \$300, Year 2 - \$400, Year 3 - \$500

\*Health or Dental expenses include: vision, prescription medication, limited paramedical (massage therapy, physiotherapy, chiropractic, osteopath), and/or basic or major restorative dental.

10. **Part-Time / Full-time Status:**

A part-time employee who regularly works in excess of thirty (30) hours in a week in Season "B" shall be considered full-time.

11. **Part-Time Reduced Hours:**

In Season "A" – seasonal employees will be terminated prior to or in conjunction with part-time employees in the same job classification being laid off.

The seasonal employees shall not be used to erode the historical number of part-time employee positions throughout the year.

Part-time employees who wish to have a Record of Employment issued for lack of work may make a request to the Human Resources Department.

12. When a part-time employee becomes full-time, he or she shall maintain their seniority for the purpose of vacation and benefit entitlement.

## GRATUITY POLICY

1. It is the policy of Tower management to treat all gratuities at the discretion of the individual guest. A gratuity is left by a guest in recognition of good service by an institution. It shall be the policy of the Tower to respect an individual's right to use this discretion as applied to service gratuities.
2. When a person calls to make a reservation for a party of six (6) or more, it is the policy of the Tower to tell the person making the reservation that a gratuity of fifteen (15%) will be added to the bill. Additionally, even if the guest has agreed to the gratuity, but subsequently complains about the service, the policy will not apply.
3. It is understood that catering contracts in the 360 Restaurant / Horizons Restaurant may allow a maximum of three (3) main entrée items plus one dietary item in the application of the above gratuity, i.e., 75% paid to the wait staff, 25% to the house. For clarification, this means a fixed menu consisting of a maximum of one appetizer, a choice of three (3) main entrees, with one dietary substitute not printed on the menu and one dessert, coffee and tea. Any additions to this standard will result in the catering contract being treated as a non-group booking. It is understood that this applies to group bookings of twenty six (26) or more.
4. It shall be the policy of the Tower for an automatic fifteen percent gratuity on individual cash drinks. This procedure applies to all groups utilizing the tour menus only. This gratuity will go solely to the wait staff except when a client requests charges to be placed on main account. In the case of 360 Restaurant and Horizons, when drinks are not contractual, gratuity will go solely to the wait staff. Main account will be paid for by the Representative of the company/group tours or organizations, whether by invoice, cash, credit card or company checks.

### To Clarify:

A fifteen percent (15%) automatic gratuity will be added to all retail groups of six (6) guests or more, gratuity remains with the Captain.

An eighteen percent (18%) gratuity will be added to all group tour menus and bookings from the sales and catering office. Menus that fall under section 3, fifteen percent (15%) is split as per section 3, and three percent (3%) goes to the union gratuity pool account.

The union group gratuity pool monies will be paid out each January amongst eligible employees. It is understood that the Union will advise who is on the eligible list. Part-time employees will only be included as of the January after the completion of their third (3<sup>rd</sup>) year of service.

Clarification Chart:

GROUP SALES	
HOUSE HANDLES	CAPTIAN HANDLES
<p>18% as per collective agreement process</p> <p>i.e 26+ people</p> <p>75%                  25%</p> <p>Captains                  House</p> <p>Waiters</p> <p>Buspersons</p> <p>Bartenders</p> <p>Host/Hostess</p>	<p>18% other group sales</p> <p>Captains</p> <p>Waiters</p> <p>Buspersons</p> <p>Bartender</p> <p>Host/Hostess</p>
3% for union gratuity pool	3% for union gratuity pool
Taxed and Applied to Pay Cheques	No Tax and No Pay Cheque

All gratuity processes remain the same as previous agreement, only change is adding 2% to each side of the group sales scenarios. The 2% will take the gratuity from 16% to 18%, the extra 2% will go to the union gratuity pool.

**5. 360 REVOLVING RESTAURANT**

All menus will indicate a notation that prices do not include taxes, service charges or gratuities. All non-group bills will be accompanied by an insert that reads:

“We are often asked about gratuities. No service charge or gratuity has been added to your bill. Quality service is customarily acknowledged by a gratuity of 15-20%.

Thank you.”

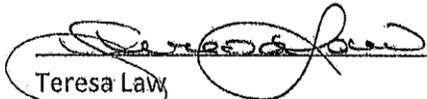
**6. CN TOWER MAIN ACCOUNT**

All functions to the Tower Main Account will be calculated for gratuities on retail pricing with an automatic fifteen (15%) percent to the server, even though the guest may leave an additional gratuity for excellent service.

All present policies regarding group gratuities will be, as per company agreement, 75% paid to the wait staff and 25% to the house.

**Gratuities will be charged for all billed meals not only on meals served.**

All function groups will be encouraged to order from the standard menu selections, but it shall be the policy of the Tower to allow such groups to order more than one choice of meal and to have that still considered a group booking.

  
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Teresa Law  
Vice President, Human Resources  
Canada Lands Company CLC Limited

  
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Greg Burton  
Representative  
UNIFOR, Local 4271