

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**HOST INTERNATIONAL OF CANADA LTD.**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS CANADA  
LOCAL 1006A**

**Term of Agreement:**

*December 12, 2016- December 11, 2019*

**13220(06)**

## LIST OF UNITS COVERED UNDER THIS CONTRACT

### TERMINAL 1

BAR 120  
CALABRIA  
CAPLANSKYS T1  
FARMER'S MARKET  
HEARTH  
KENSINGTON MP  
RED ROCKET  
SUSUR LEE  
STARBUCKS US  
STBKS ARRIVALS  
STARBUCKS HH  
TWIST

### TERMINAL 3

CAPLANSKYS-3  
FIONN MAC COOLS  
PARAMOUNT  
STARBUCKS US  
STARBUCKS LEVEL D  
STARBUCKS PRE-SECURE  
URBAN MARKET

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This Agreement made and entered hereto by the parties this 25<sup>th</sup> day of *May, 2017*.

## **ARTICLE 1 - RECOGNITION**

### 1.01 (a) Full-time Bargaining Unit

The Company recognizes the Union as the exclusive bargaining agent of all employees employed at Lester B. Pearson International Airport, Mississauga, Ontario in its restaurants and retail stores, save and except Maitre D's, Executive Chefs, Supervisors, those above the rank of Maitre D', Executive Chef and Supervisor, Office and Clerical Staff, Distribution Manager, persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period.

### (b) Part-time Bargaining Unit

The Company recognizes the Union as the exclusive bargaining agent of all employees employed at Lester B. Pearson International Airport, Mississauga, Ontario, in its restaurants and retail stores, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except Maitre D's, Executive Chefs, Supervisors, those above the rank of Maitre D', Executive Chef and Supervisor, Office and Clerical Staff and Distribution Manager. The terms and conditions of the Collective Agreement as it pertains to employees in this bargaining unit shall be those specifically set forth in Appendix "C" hereto.

1.02 The term "employee" and "employees" whenever herein used shall mean only those employees coming within the bargaining unit as described above.

1.03 The Company has agreed that although persons outside the bargaining unit, from time to time, do bargaining unit work, there will be no extension of the current practice and further agrees that it will not be done to the extent it would cause anyone to be laid-off.

## **ARTICLE 2 - MANAGEMENT FUNCTION**

2.01 The Union acknowledges that it is the exclusive function of the Company to manage the enterprise in which it is engaged.

2.02 Without in any way restricting the generality of the forgoing, the Union further acknowledges that, subject to the terms of this Agreement, it is the exclusive function of the Company to:

(a) maintain order, discipline and efficiency;

(b) hire, lay-off and recall, classify, direct, transfer, promote, demote or otherwise discipline or discharge employees provided that a claim by an

employee who has completed the probationary period, that **they have** been disciplined or discharged without just cause or otherwise dealt with contrary to the provisions of this Agreement, may be made the subject of a grievance in the manner and to the extent as provided herein; and,

- (c) to maintain and enforce reasonable rules and regulations to be observed by employees.

### **ARTICLE 3 - NO STRIKE OR LOCKOUT**

3.01 There shall be no strike or lockout as defined in the Labour Relations Act during the term of this Agreement.

### **ARTICLE 4 - RELATIONSHIP**

- 4.01 (a) The Company agrees that all employees within the bargaining unit will become and remain, as a condition of employment, members of the Union during the lifetime of this Agreement.
  - (b) The Company shall require new employees to make application for membership in the Union. Upon commencement of employment the Company shall collect membership initiation fees, as may be established by the Union and forward the application form and such fees to the Union with the regular monthly dues remittance.
  - (c) The Company agrees to deduct regular monthly Union dues, as certified by the Union to be currently in effect according to the Constitution and By-laws of the Union from the wages of each employee on each pay day of each calendar month and to remit the amount so deducted to the Local Union Secretary-Treasurer, no later than the 15<sup>th</sup> of the following month. The Company further agrees to record the annual Union dues deduction for each employee on **their** T-4 Form.
  - (d) The Company agrees to forward to the Union office on a monthly basis a complete alphabetical listing of all employees, including their home address, and phone numbers, starting date, **E-mail Addresses** (if available), terminal location, department and Social Insurance Number, separated in full-time and part-time.
  - (e) The Union agrees to indemnify the Company from any claims, and from any form of liability arising from the deduction of such dues in accordance with the foregoing authorization.
- 4.02 The Company agrees to recognize eight (8) stewards so designated by the Union, provided they have completed six (6) months of employment with the Company. They shall be granted time off with pay, as may be reasonably necessary to service any grievance or potential grievance, in accordance

with the provisions of the Grievance Procedures, as set out herein. No Steward shall leave **their** work to investigate or process any grievance without first obtaining consent of **their** Supervisor and such consent will not be unreasonably withheld.

- 4.03 The Union will notify the Company in writing of the name of its Stewards.
- 4.04 The Company agrees to recognize a Committee comprised of eight (8) representatives of the employees for the purpose of negotiating the renewal of this Agreement upon its expiry. The Company will afford committee representatives, the necessary time off from their regular duties to attend meetings with the Company for this purpose. It is understood that in consideration of time off being granted, the Company will be provided with adequate notice, as to Committee meetings, the time required and that such employees can be spared from their regular duties without undue disruption of the efficient operation of the Company's business.
- 4.05 (a) Authorized representatives of the Union will be permitted to enter premises of the Company provided consent of the Operations Manager or **their** designate has been obtained and such consent will not be unreasonably withheld.
- (b) The Union agrees that the visits of its representatives shall not impair or hinder production and services and that the visits will be limited to the proper discharge of Union business, such as ensuring that the terms of the Agreement are being observed and not used for the purpose of soliciting membership.
- 4.06 The Union will not nor will any employee, engage in Union activities, other than those set out in this Agreement, during working hours or hold meetings, at any time, on the premises of the Company, without the permission of the Operations Manager or **their** designate and such permission will not be unreasonably withheld.
- 4.07 The Union shall have the use of a locked cabinet for bulletins in the Company's premises for the purpose of posting notices, relating to the Union's legitimate business. Such notices must be approved by the Operations Manager or **their** designate, prior to being posted and such approval will not be unreasonably withheld. The Company will provide a Bulletin Board located near the office and unit sections that totals 7 units and the 7 offices. The Company shall provide to the Stewards a weekly posting summary, which will also be posted each week, on Company provided plexiglass/plastic 8.5/11-inch folders.

## ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted, as quickly as possible and it is generally understood that an employee has no grievance until **they have** first given to **their** Supervisor or designate, an opportunity of adjusting **their** complaint.
- 5.02 If an employee, who believes that **they have** been unjustly dealt with, has a complaint or questions involving the interpretation, administration or alleged violation of the Collective Agreement which **they** wish to discuss with the Company, **they** shall take the matter up with **their** Supervisor or **their** designate within three (3) working days from the date that the alleged occurrence was known or ought reasonably to have been known to have caused the reason for the complaint.
- 5.03 If the employee still believes that **they have** been unjustly dealt with and **their** complaint or question is not answered to **their** satisfaction, the employee concerned, within five (5) working days after receiving the verbal reply of the employee's Supervisor or designate, then the following steps of the Grievance Procedure may be invoked in order:

### STEP NO. 1

The employee shall outline the grievance in writing indicating the nature of the grievance and the adjustment sought. Such document must be submitted to the employee's Supervisor within a period of five (5) working days from the time the verbal reply to the complaint was received, as indicated in 5.03 above. After such discussion with the employee, the Union representative and employee's Supervisor as is necessary, the employee's Supervisor shall state in writing within five (5) working days, **their** decision. If the grievance is not settled within five (5) working days following the written reply of the employee's Supervisor, then the grievance shall be taken up as follows:

### STEP NO. 2

Within five (5) working days after the receipt of the written reply of the employee's Supervisor given at Step No. 1, the Union will request a meeting in writing with the Human Resources Manager. Such meeting which will include the grievor, the Steward and a full-time representative of the Union will be held within ten (10) working days after receipt by the Company of the Union's letter. The Human Resources Manager shall render the written decision within five (5) working days following the meeting. Failing satisfactory settlement in the Step, then at the request of either party, in writing, the grievance may be referred to arbitration.

- 5.04 The time limits as prescribed in Article 5-Grievance Procedure, Article 6-Discipline and Discharge Cases and Article 7-Arbitration, may be extended by mutual agreement of the parties in writing and such agreement will not be unreasonably withheld. In determining time limits, Saturdays, Sundays and recognized Statutory Holidays shall be excluded.
- 5.05 It is agreed that a grievance of policy, arising directly between the Company and the Union, is to originate within ten (10) working days of the occurrence of the event giving rise to the grievance by notifying the party grieved against in writing. Such notice shall describe the exact nature of the complaint and the relief sought. A policy grievance shall be received at Step No. 2 of the Grievance Procedure.

#### **ARTICLE 6 - DISCIPLINE AND DISCHARGE CASES**

- 6.01 A claim by a non-probationary employee that **they have** been unjustly discharged from **their** employment shall be treated as a grievance, if a written statement of such grievance is lodged with the employee's Supervisor within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the Grievance Procedure, prior to Step No. 2, will be omitted in such cases. Such special grievances may be settled by confirming the management's action in dismissing the permanent employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 6.02 When an employee has been dismissed without notice, they shall have the right to meet with their Steward for a reasonable period of time before leaving the premises.
- 6.03 A copy of any written disciplinary action issued to an employee shall be given to the employee and a copy sent to the Union office within fourteen (14) calendar days. Failure to provide such copy to the Union shall not invalidate the disciplinary action.
- 6.04 At any disciplinary meeting held by the Company, the employee to be interviewed shall be offered to have **their** steward present. The steward will leave the meeting if requested to do so by the employee.
- 6.05 Disciplinary warnings and/or reprimands for incidents, other than Loss Prevention (i.e. unrecorded transactions, mishandling property or funds) or harassment or violence in the workplace matters, would remain up to 12 months. Loss Prevention, harassment or violence in the workplace matters will remain for 24 months.

## ARTICLE 7 - ARBITRATION

- 7.01 When either party requests that an unresolved grievance be submitted to arbitration, they shall, within ten (10) working days following the disposition of the grievance in Step No. 2 foregoing, make such a request in writing addressed to the other party to this Agreement and at the same time, provide the name of a nominee to the Arbitration Board. The other party shall within one (1) week of its receipt of the notice, nominate its member to the Board of Arbitration and so advise the other party.
- 7.02 The two (2) appointees shall within a further one (1) week endeavour to agree upon a Chairman but failing to do so within that time, they shall jointly request the Minister of Labour to appoint such Chair.
- 7.03 No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance.
- 7.04 No matter may be submitted to arbitration which has not been properly carried through all the Grievance Procedure.
- 7.05 The Board of Arbitration shall not have any jurisdiction to alter, modify or disregard any of the provisions of the Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.
- 7.06 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of such Board will be final and binding on the Company, Union and involved employee(s). Should a majority decision not be possible, then the decision of the Chairman shall be final and binding on the parties hereto.
- 7.07 Each of the parties shall pay their own costs and expenses of arbitration and share equally the remuneration and expense of the Chairman of the Board.
- 7.08 The parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

## ARTICLE 8 - SENIORITY

- 8.01 An employee will be considered on probation and will not be placed on a seniority list until after **they have** completed the probationary period. The probationary period shall be ninety (90) calendar days. The Company will have the right to discharge an employee who has not completed their probationary period where, in the opinion of the Company, the continued employment of the probationary employee is not in the best interest of the

Company. Upon completion of the probationary period, a new employee shall have **their** seniority dated back to the date **they were** last hired.

- 8.02 Seniority lists shall be established showing Company seniority, commencing with the date of last hire, and classification seniority. Such lists shall be forwarded to the Union on a semi-annual basis and posted on all bulletin boards.
- 8.03 Full-time employees who revert to part-time shall be credited with their full-time uninterrupted accumulated seniority. No such reversion shall take effect prior to the completion of a "Request for a Change of Status Form".
- 8.04 Part-time employees who become full-time employees shall be credited with fifty percent (50%) of their part-time seniority up to one year of their part-time seniority.
- 8.05 Employees promoted or transferred to positions not covered by this Agreement shall retain their seniority for a period of six (6) months, after which time it shall be terminated.
- 8.06 In the event of a reduction of the workforce of equal to one (1) working day or less, the Company shall lay off the employee within the classification within the shift, in order of seniority commencing with the most junior employee at the location.
- 8.07 (a) In the event of the reduction of the workforce caused by an emergency that is greater than one (1) working day but less than or equal to five (5) consecutive working days, the Company shall lay off employees within the classification, within the unit, in order of seniority, commencing with the most junior employee.
- (b) In the event of the reduction of the workforce of greater than five (5) consecutive working days but less than or equal to ten (10) consecutive working days, the Company shall lay off employees within the classification in order of seniority, commencing with the most junior employee.
- 8.08 In the event of a reduction of the workforce of greater than ten (10) working days but less than or equal to thirty (30) consecutive working days seniority shall apply as follows:
- (a) The affected employee shall be given the opportunity to displace a junior employee in the classification of their choice, provided the employee has greater seniority and has the ability and qualifications to perform the requirements of the job or, there is a reasonable likelihood that the employee will acquire the ability and qualifications to satisfactorily perform the requirements of the job within a reasonable period of time. This is intended

to provide opportunity, but does not obligate the Company to provide extensive training.

(b) The employee so displaced shall have the same opportunity. The most junior employee shall then be placed on lay-off.

(c) Full-time employees may displace part-time employees.

8.09 In the event of a reduction of the workforce of greater than thirty (30) consecutive working days, the Company seniority shall be applied as per 8.08(a) and 8.08(b).

8.10 (a) Employees who are required to accept lower rated classifications shall carry their seniority in the higher rated position to the lower rated classification.

(b) Recalls and reinstatement to a higher rated classification shall be in the reverse order.

(c) Where there are employees awaiting recall or reinstatement to higher rated classifications, the Company shall not be required to post vacancies in those classifications in accordance with Article 9.

(d) Employees who are reduced in classification in accordance with the foregoing provisions, shall retain recall rights to the higher rated classification for a period of eighteen (18) months.

(e) Employees who are placed on lay-off from full-time employment, shall retain recall rights to full-time employment for a period of time equal to **their** seniority at date of lay-off up to a maximum of eighteen (18) months, whichever occurs first.

(f) When an employee(s) is to be laid off for fifteen (15) days or more, **they** shall be provided with a minimum of one week's notice of lay-off for each year of service, to a maximum of two weeks' notice or pay in lieu of notice, except where the lay-off is caused by one of the following cases:

- (1) Declaration of war;
- (2) Acts of God;
- (3) Labour disputes; and,
- (4) Events beyond the control of the Company

In the cases of (3) and (4) above, as much notice as possible will be given.

#### 8.11 **Loss of Seniority**

An employee shall lose **their** seniority and service shall be terminated if **they**:

(a) resign;

(b) **are** discharged and not reinstated through the Grievance Procedure;

- (c) **are** absent from work for three (3) consecutive working days, without reasonable cause;
- (d) **are** laid off for a period equal to **their** seniority or twenty-four (24) months, whichever occurs first;
- (e)
  - (i) where the layoff is greater than ten (10) consecutive working days, fails to notify the Company of their intention to report for work within two (2) days of receiving notice of recall and, fails to report for work within a further three (3) days after advising the Company of their intention. Notice of recall shall be by registered mail or courier. Such notice shall be sent to the last address on file with the Company.
  - (ii) fails to report for work within forty-eight (48) hours of notification by the Company where the lay-off is equal to or less than ten (10) consecutive working days.
- (f) overstays an authorized leave of absence without reasonable cause;
- (g) uses a leave of absence for a purpose other than for which it was granted;
- (h) **are** absent from work due to illness or accident for a period equal to **their** seniority or twenty-four (24) months, whichever occurs first.

## 8.12 Accumulation of Seniority

An employee shall accumulate seniority under any of the following conditions:

- (a) while **they are** at work for the Company after **they have** completed **their** probationary period as set out in Article 8.01 above;
- (b) during any period when **they are** prevented from performing **their** work for the Company by reason of injury arising out of and in the course of **their** employment for the Company and for which **they are** receiving compensation under the provisions of the Workplace Safety and Insurance Act;
- (c) during any period of absence due to bona fide illness or accident and any approved leave of absence. It is understood that the Company may require an employee to provide a satisfactory medical certificate in order to substantiate such absence; subject to Article 8.11.

## ARTICLE 9 - JOB VACANCIES

- 9.01 When a vacancy occurs in any job, or when the Company opens a new or refurbished location, notice of such vacancy shall be posted on a designated bulletin board within the terminals, in order that interested employees may

apply for the position. All notices of vacancies shall designate the classification and rate of pay of the vacant job. Such notices shall remain posted for seven (7) consecutive calendar days.

A notice of vacancy shall be sent to the union office immediately prior to its posting. Failure to do so shall void the posting.

9.02 Any employee within the bargaining unit may apply in writing for such job within the time limit specified.

9.03 In filling the vacancy the Company will consider the qualifications, skill and ability of applicants as the governing factors in the selection. Where these factors are relatively equal between applicants, seniority will be the deciding factor. Where no qualified applications are received the Company shall fill the vacancy at its discretion. The Company's decision will be made within five (5) days following terminal date of the notice of vacancy. The successful applicant will work the posted schedule of the vacancy. The Company agrees to supply to the Union Staff Representative, upon request a copy of each vacancy notice, a list of applicants for all posted jobs, along with the name of the successful applicant.

9.04 A sixty (60) day probationary period will apply to successful applicants for posted positions. Employee(s) shall be entitled to return to the position held prior to the posting, during the sixty (60) day probationary period, but shall be excluded from posting for a period of six (6) months unless such vacancy is to a different classification. This exclusion does not apply where the Company has returned the employee to the position held prior to the posting. The probationary period as outlined in this article does not apply to employee(s) who post within the same classification.

9.05 Temporary vacancies shall not be deemed to be vacant for the purpose of this Article. Temporary vacancies shall be defined as vacancies of thirty (30) calendar day's duration or less or if greater than thirty (30) calendar days, vacancies of ascertainable duration due to illness, accident, vacation, leave of absence, etc., or as otherwise mutually agreed upon by the parties.

9.06 The Company and the Union agree that interested part-time employees shall be considered for full-time positions and vice versa in accordance with the factors described in Article 9.03 before the Company shall consider applicants from outside the bargaining unit.

9.07 **Bartender, Server and Hostesses Rotation**

- a) With the exception of b) paragraph below all bars and restaurants shall be listed by location for bartenders and servers. Every six (6) months, the list of the bars and restaurants will be reviewed by the Company and employees will pick their units according to their seniority. The Company will go down

the seniority list and staff its locations with the senior most interested employees. When a vacancy arises in a location, it shall be posted and awarded in accordance with the terms of this article 9.

(The preference of shifts for tipped and non-tipped positions shall be allotted according to seniority). Further, in the event of a reduction of hours on a weekly basis the junior most employee in that unit shall have their weekly hours reduced.

- b) The rotation for Caplanskys, Twist by Roger Mooking, Susur Lee, Lynn Crawford "Hearth", and Bar 120 by John Placko shall be as follows:
  - (i) Every November 1<sup>st</sup>, the list of the bars and restaurants as outlined in paragraph (b) above will be reviewed by the Company and employees will pick their units according to their seniority. The Company will go down the seniority list and staff its locations with the senior most interested employees. When a vacancy arises in a location, it shall be posted and awarded in accordance with the terms of this Article 9.
  - (ii) In order to allow for proper training and staffing of the locations listed in paragraph b) above, the Company shall have 60 days in which to ensure all employee(s) have been moved to their requested units. All moves shall be in accordance with seniority.

9.08

### **Scheduling**

All employees shall pick their schedule and shift(s) within their location according to seniority and shall remain on such schedule and shift(s) for two (2) months. Prior to the end of the two months schedule, the Company shall repost and Employees shall be entitled by seniority to pick their schedule and shift(s) within their location for the next two (2) months period and so on. In the event there is a reduction of hours in the unit on a weekly basis, the most junior employee in that unit shall have **their** weekly hours reduced. Nothing set out above takes away from the right of the Company to repost schedule(s) for bidding within units at any time. Any change in schedule(s) required by the Company shall result in the Employees re-picking their schedules pursuant to this article.

9.09

### **Employee Requested Transfers**

In the event that there is a vacancy within a classification in a unit, employee(s) shall be entitled to transfer within their classification to that unit prior to the vacancy being posted pursuant to this article, on the following basis:

- (a) employee(s) who wish to be transferred within their classification shall notify the Human Resources Manager or **their** designate and shall fill out a form

prepared by the Company identifying to which unit(s), in order of preference, the employee wishes to be transferred to;

- (b) the Company shall, on the basis of seniority, transfer employee(s) who have requested the transfer to the unit they requested;
- (c) an employee who has requested a transfer under article 9.09 shall be placed in the vacancy. Any Employee who does not accept the transfer for whatever reason shall be taken off of the transfer list and shall not be entitled to request a transfer for a period of twelve (12) months from the date of the transfer; and
- (d) in the event that there are no employee(s) who request a transfer to the unit in which the vacancy exists, then such vacancy will be posted in accordance with article 9.01 above.

9.10 The posting procedure outlined in Article 9 is separate and apart from the rotation procedure.

#### **ARTICLE 10 - TEMPORARY ASSIGNMENTS**

10.01 Employees temporarily assigned to a higher classification shall be paid at the rate of the higher classification for all time worked in that classification after more than **two (2) consecutive** hours in the higher classification.

10.02 Employees temporarily assigned to a lower classification shall not have their rate reduced provided however that this provision will not apply to employees who are transferred to a lower classification as a result of a lay-off.

10.03 (a) Employees temporarily assigned to the position of supervisor for more than one (1) hour shall be paid a premium of one (\$1.00) dollar per hour in addition to **their** regular hourly rate for all time worked as a Supervisor. Employees so assigned will continue to be a member of the bargaining unit and will be covered by the terms of this Agreement.

- (b) Such premium shall not apply in the event of a Chef temporarily assigned to the position of Executive Chef or vice versa, or a Storekeeper temporarily assigned to the position of Distribution Manager where the requirements for performing temporary supervisory work have been incorporated into the current rates of pay.

10.04 In the event of a change in location of assignments, the Union will be notified of all evaluations and assessments, which result in a change. Furthermore, the Company will endeavour to upgrade the skills of senior employees who may be transferred and suffer a loss of income. The Union must be notified of all transfers within the bargaining unit.

## **ARTICLE 11 - NEW CLASSIFICATIONS**

- 11.01 The Company agrees to notify the Union of any new classifications that may be added to the existing classifications. The Company further agrees to meet the Union and negotiate rates of pay for any such new classifications within the scope of the Agreement.

## **ARTICLE 12 - LEAVE OF ABSENCE**

- 12.01 The Company may grant a leave of absence to any employee for legitimate personal reasons. Permission to obtain a leave of absence must be in writing and the Company must confirm the granting of a leave of absence in writing except in the event of verified emergency or a requested leave of three (3) days or less duration.
- 12.02 The Company shall grant pregnancy leave in accordance with the requirements of the Employment Standards Act.
- 12.03 Where the leave is of less than three (3) days, the request and the granting shall be done verbally.
- 12.04 Preference for a leave of absence shall be given to employees who have not previously been on leave, within their classification.
- Where there is more than one applicant requesting leave of absence for the same period of time and where they have all previously been granted a leave, preference shall be given in the same order as the previous leaves were granted.
- 12.05 Employees who fail to comply with the terms of their approved leave of absence as expressed on the Leave of Absence Request Form, may be subject to progressive discipline up to and including termination in accordance with Article 8.11 herein.

## **ARTICLE 13 - PARKING**

- 13.01 The Company shall increase the number of parking spots to one-hundred (100) useable parking spots. Any employee who retires, or quits will be replaced by the employee following next in seniority. In the event an employee does not use the parking space provided as agreed, the Company reserves the right to terminate **their** parking privileges. The employee shall make **their** wishes known at six (6) month intervals as to whether or not **they** desire a parking spot.

***Effective the first month following date of ratification (June 1, 2017) – The Company Shall add 10 additional spots***

***Effective December 12, 2017 – The Company shall add 20 additional spots***

***Effective December 12, 2018 – The Company shall add 20 additional spots***

## ARTICLE 14 - WAGES

- 14.01 (a) The wage rates which shall apply during the term of this Agreement are outlined in Appendix "A" and Appendix "C" attached hereto and which forms part of this Collective Agreement.
- (b) **All wage increases shall be retroactive to December 12, 2016.**
- (c) All Classifications, other than Bartenders and Servers, effective the first pay period after **December 12, 2016** shall receive an increase of **fifty cents (\$0.50) per hour.**
- (d) Bartenders and Servers effective the first pay period after **December 12, 2016** shall receive an increase of **twenty-five cents (\$0.25) per hour.**
- (e) All Classifications, other than Bartenders and Servers, effective the first pay period after **December 12, 2017** shall receive an increase of **fifty cents (\$0.50) per hour.**
- (f) Bartenders and Servers effective the first pay period after **December 12, 2017** shall receive an increase of **twenty-five cents (\$0.25) per hour.**
- (g) All Classifications, other than Bartenders and Servers, effective the first pay period after **December 12, 2018** shall receive an increase of **sixty cents (\$0.60) per hour.**
- (h) Bartenders and Servers effective the first pay period after **December 12, 2018** shall receive an increase of **twenty-five cents (\$0.25) per hour.**
- 14.02 The employees pay will be directly deposited to any financial institution at the opening of the financial institutions business day. Pay stubs will be available on pay day from Terminal Management.

## ARTICLE 15 - HEALTH AND WELFARE

**The Company agrees to remain in the Commercial Workers Benefits Trust Plan. The Company agrees to pay the required premiums as outlined below:**

Effective the first pay period after **ratification**, the premium paid to the Commercial Workers Benefit Trust Plan by the Company **will increase to \$289.22** per member per month

Effective **December 1, 2017**, the premiums paid to the Commercial Workers Benefit Trust Plan by the Company will increase to **\$299.22** per member per month.

Effective **December 1, 2018**, the premiums paid to the Commercial Workers Benefit Trust Plan by the Company will increase to **\$309.22** per member per month.

- 15.01 The Company shall provide the following benefits for all employees commencing after one (1) year of continuous service with the Company:
- (a) A Health and Welfare Plan as described in Appendix "B".
  - (b) The Company contributions towards the premium costs for the benefits set forth in sub-paragraph (a) shall be as follows:
    - (i) for employees who have completed one (1) year of continuous service, the Company shall contribute fifty (50%) per cent of the premium cost of each Plan;
    - (ii) for employees who have completed two (2) years of continuous service, the Company shall contribute **one hundred (100%) percent** of the premium cost of each Plan;
- 15.02 (a) The Company agrees to continue to provide and pay the applicable cost of Health and Welfare Benefits until the end of the month following the month in which an employee was laid off or has taken a requested leave of absence.
- (b) The Company agrees to continue to provide and pay the applicable cost of Health and Welfare Benefits for persons on maternity leave of absence and leaves of absence, due to illness or accident for a period equal to **their** seniority or twenty-four (24) months whichever is the lesser.
- 15.03 When the Company request a doctor's note, the cost of the doctor's note will be reimbursed.

#### **15.04 -Sick Leave**

The Company will allow sick leave with compensation to all eligible regular full-time employees whose absence from work is required due to personal illness or injury in accordance with the terms and **conditions** specified by this **agreement**.

All regular full-time employees will be entitled to twelve (12) sick days per year.

All new employee(s) hired after November 1, 2014 shall be entitled to twelve (12) sick days payable at 66 2/3% of their hourly rate.

An employee may be required to substantiate use of sick leave **after the first day of absence** by submitting a certificate or report from a qualified medical doctor in a format acceptable to the Company. In the case of any doubt as to the existence or cause of an illness or injury or that it required absence from work, the decision of a physician selected by the Company will be final.

## **ARTICLE 16 - PENSION**

- 16.01 The Company agrees to participate in the Canadian Commercial Workers Industry Pension Plan (CCWIPP) and to increase the Company contribution from forty-five cents (\$0.45) to sixty-eight cents (\$0.68) per hour for the term of the collective agreement. Participation in the Plan is universal for all bargaining unit employees.

## **ARTICLE 17 - JURY DUTY**

- 17.01 In the event any employee is called for Jury Duty, the Company agrees to pay the difference between Jury Duty pay and the amount of wages the employee would have earned had **they** been working **their** regularly scheduled hours.
- 17.02 An employee who is subpoenaed to appear as a Crown Witness or on behalf of the company in a court proceeding shall be paid **their** wages **they** would have earned had **they** been working **their** regular scheduled hours less any pay **they** receive for such appearances.

In the event an employee serves on jury duty from Monday through Friday, he will not be required to work Saturday or Sunday. Employees will have two (2) days off regardless of their normal work week and the choice to work would be left in the employees' hands.

## **ARTICLE 18 - UNIFORMS**

- 18.01 (a) The Company will provide all full-time employees with three (3) shirts, **two (2) aprons, two (2) hats and one (1) tie** and all part-time employees with two (2) shirts, **one (1) apron, one (1) hat and one (1) tie as applicable pursuant to brand uniform specification.**
- (b) Employees may purchase additional uniform items from the Company at the company's cost price.
- (c) If an employee arrives to work without their complete uniform, the Company may temporarily reissue the missing article(s) and require the employee to sign an acknowledgement of receipt. Such article(s) must be returned to the Company no later than four (4) working days for full-time employees and one (1) calendar week for part-time employees or the actual cost of the article(s) will be deducted from the employee's pay.
- (d) **Production** Kitchen staff will be provided with apparel and maintained by the Company at no cost to the employees.
- (e) Kitchen staff working in the Celebrity restaurants will be provided with apparel. Maintenance of such apparel shall be maintained by the Employee(s).

## **ARTICLE 19 - HOURS OF WORK**

### 19.01 (a) Full-time Bargaining Unit

The normal work week for full-time employees shall consist of greater than thirty-five (35) hours per week as scheduled by the Company except as otherwise provided herein. Whenever possible, the normal work week for all full-time employees shall be forty (40) hours consisting of five, eight-hour days. It is understood, however, that the Company does not guarantee to provide any hours of work on any day.

### (b) Part-time Bargaining Unit

The normal work week for part-time employees shall consist of less than twenty-four (24) hours per week as scheduled by the Company except as otherwise provided herein. It is understood, however, that the Company does not guarantee to provide any hours of work on any day.

- (c) Where a part-time employee is scheduled six (6) or more consecutive weeks of thirty (30) hours, unless for reasons of replacement for accident, illness, leave of absence or vacation replacement, a part-time employee will be reclassified to full-time.

19.02 Overtime at the rate of time and one-half an employee's regular straight time hourly rate shall be paid for hours worked in excess of forty-four (44) hours in any week, except as otherwise provided herein. All overtime work must be authorized by the Company.

19.03 Employees who work five (5) hours or more in any work day shall be granted an unpaid break of thirty (30) minutes duration at a time determined by the Company to be consistent with the efficient operations.

19.04 With the exception of meal periods which shall be scheduled at the approximate mid-point of the regular shift, hours of work shall be consecutive. Employees may request an additional one-half (1/2) hour unpaid break with the approval from their manager.

19.05 Work schedules shall be posted for a two (2) week period and shall be posted two (2) weeks prior to the work period. An employee shall not be scheduled to work more than six (6) days per week. When possible days off shall be scheduled together.

19.06 Employees unable to report for work as scheduled will provide a four (4) hour notice, where possible, for calling in sick, provided that if an employee feels able to attend work after giving notice, they shall work their scheduled shift if they notify the Company within two (2) hours of the commencement of their shift. Employees must speak to a manager however, if the manager is not available, the employee will leave an appropriate message. **The Company**

***will provide a phone number in each unit for employees to call when they are not able to report for work on time.***

- 19.07 Employees shall be docked for only the actual amount of time late.
- 19.08 Working off the clock in any case is strictly prohibited and shall not be allowed.
- 19.09 Employees will be given the opportunity to go home or relocate, if there is insufficient work in their unit for the completion of their shift.
- 19.10 Flight Delay – in the event of a flight delay that necessitates a unit remaining open past its normally scheduled close time, the Company will determine how many employees will stay. The Company will then ask for volunteers to stay and, if there are no volunteers, the Company will require the most junior employee who is working in the unit to remain and such junior employee shall stay.

#### **ARTICLE 20 - BEREAVEMENT LEAVE**

- 20.01 An employee on completion of ***their*** probationary period shall be entitled to receive up to five (5) days bereavement leave with pay for purposes of arranging for and/or attending the funeral of a member of ***their*** immediate family. Immediate family means, wife, husband, same sex partner, father, mother, child.
- 20.02 An employee on completion of ***their*** probationary period shall be entitled to receive up to three (3) days bereavement leave with pay for the purposes of arranging for and/or attending the funeral of ***their*** brother, sister, grandparent, grandchild father-in-law and mother-in-law.
- 20.03 An employee on completion of ***their*** probationary period shall be entitled to one (1) day of bereavement leave to attend the funeral of an aunt, uncle, niece or nephew. The Company reserves the right to request proof of death of the grandparent, grandchild, aunt, uncle, niece or nephew. The Company agrees that it will not exercise this right in an unreasonable manner.
- 20.04 In the event that an employee, who would otherwise be entitled to five (5) days or three (3) days off to attend a funeral under Article 20.01 or 20.02 is unable to attend the funeral because of distance, such employee will be allowed one (1) day off with pay on the day of the funeral.

#### **ARTICLE 21 - EMPLOYEE MEALS**

- 21.01 In order to create flexibility in the meal plan employees will pay 30% of menu item selling price at the cash register, excluding coffee, tea and fountain beverages. The meal plan includes all HMS Host owned locations.

- 21.02 (a) Fountain drinks, tea and coffee will be provided during the day at no charge to the employees.
- (b) It is understood that employees will not consume food or beverages at other times or locations than those designated. Food and/or beverages may not be taken off Company property.

## **ARTICLE 22 - SAFETY AND HEALTH**

- 22.01 The Company agrees to comply with the requirements of the Occupational Health and Safety Act as it relates to the health and safety of its employees.
- 22.02 Where protective clothing or devices are provided for the safety of the employees, it shall be mandatory that such be worn by the employees.
- 22.03 (a) A joint Health and Safety Committee shall be established which is composed of an equal number of union and Company representatives with a minimum of four (4) members. The Joint Health and Safety Committee shall be co-chaired by one union representative and one Company representative. The Health and Safety Committee shall hold meetings at least once per month or more frequently if requested by the Union or by the Company to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be provided to the employees and to the Union.
- (b) Any worker representative on the Joint Health and Safety Committee shall be eligible to participate in training programs offered by any Health and Safety Centre. The Company will provide paid time off for the representative to participate in this training at *their* applicable hourly rate. The Company will pay the costs of the registration and materials for the training programs. Attendance at any such programs shall be at the sole discretion of the Company.
- 22.04 The Company shall respond in writing within 21 working days to any formal recommendations of the Joint Health and Safety Committee.
- 22.05 The Company agrees to act within its authority and resolve, to the best of its ability, any and all concerns with respect to hazardous airborne contaminants.
- 22.06 (a) The Company agrees that there will be no reduction in seniority or Health and Welfare benefit coverage due to hours absent because of sickness or injury covered by the Workplace Safety and Insurance Act.
- (b) The Company shall provide the Union with a copy of the Workers' Safety and Insurance Board Form 7. Subject to the employee's consent, any other

correspondence between the Company and the WSIB regarding an employee's WSIB claim shall be provided to the Union.

- 22.07 Where there is an obligation of the Company and the Union to accommodate an employee via the Human Rights Code and such accommodation may conflict with the terms and provisions of the Collective Agreement, the Company and the Union may, by mutual consent, modify the Collective Agreement to meet the conditions of the accommodation of the employee.

### **ARTICLE 23 - REPORTING FOR WORK PAY**

- 23.01 The Company agrees that an employee reporting for work at the commencement of **their** regular shift, unless previously notified not to report, shall be entitled to four (4) hours' work with pay at **their** basic hourly wage rate or payment in lieu thereof if sent home prior to the completion of four (4) hours' work. An employee so affected will perform such temporary related or departmental work as is available in order to qualify for payment.
- 23.02 The Company, by mutual agreement with those involved, may require off duty staff to attend a maximum of four (4), one (1) hour staff meetings per year without pay.
- 23.03 The Company, by mutual agreement with those involved, may require off duty staff to attend a maximum of three (3), four (4) hour educational courses per year without pay.

### **ARTICLE 24 - VACATIONS**

- 24.01 (a) Employees who have been employed for less than one (1) year shall receive a vacation in accordance with the current Employment Standards Act.
- (b) Vacation pay shall be calculated on each year of service, commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.
- (c) Employees who have been employed by the Company for more than one (1) year but less than five (5) years, shall be entitled to two (2) weeks' vacation with pay, calculated at four (4%) percent.
- (d) Employees who have been employed by the Company for more than five (5) years but less than ten (10) years, shall be entitled to three (3) weeks' vacation with pay, calculated at six (6%) percent.
- (e) Employees who have been employed by the Company for more than ten (10) years shall be entitled to four (4) weeks' vacation with pay, calculated at eight (8%) percent.
- (f) Employees who have been employed by the Company for twenty (20) or more years shall be entitled to five (5) weeks' vacation with pay, calculated at ten (10%) percent.

- (g) Vacation pay will be computed as a percentage of gross wages earned as follows:

Start date through fifth anniversary date	-	4%
Fifth anniversary date through tenth anniversary date	-	6%
After tenth anniversary date	-	8%
Twenty years or more	-	10%

For clarification, the first vacation pay payment made after an employee's fifth or tenth anniversary date will be computed blending the before and after rates. For example, the first time an employee takes a vacation after **their** fifth anniversary, **their** vacation pay will be computed as follows:

4% of gross wages from January 1<sup>st</sup> up to the fifth anniversary date; and,

6% of gross wages from the fifth anniversary date through to December 31<sup>st</sup>.

Vacation pay and time is earned during the period of January 1<sup>st</sup> to December 31<sup>st</sup> and is received on the following period of January 1<sup>st</sup> to December 31<sup>st</sup>. That is to say, pay and time are accumulated in one vacation year and taken in the next vacation year.

24.02 Vacation schedules may be changed upon the mutual agreement of two (2) employees affected with the consent of the Company which shall not be unreasonably withheld.

24.03 Employees vacation pay will be paid out by January 15<sup>th</sup> of each year.

24.04 Vacations are not cumulative, nor can they be carried over from year to year. Except by mutual agreement between the Company and the employee, all vacations will commence on Monday.

The Company agrees that employees who work shifts with days off other than Saturday and Sunday will be allowed to split their vacation over a two (2) week period if they so requested.

24.05 Pay details shall indicate year to date vacation pay accruals.

## **ARTICLE 25 - PAID HOLIDAYS**

25.01 All employees who are covered by the terms of this Agreement and who have completed the probationary period outlined herein, shall receive the following holidays with pay subject to the conditions below:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving

Dominion Day  
Boxing Day

Christmas Day  
Family Day

In the event of the Government of Canada or the Province of Ontario declaring any other day as legal holiday, the Company agrees to recognize such day(s) as paid holiday(s).

- 25.02 Holiday pay will be computed on the basis of the normally scheduled shift hours at an employee's regular straight time hourly rate of pay.
- 25.03 In order to qualify for holiday pay, the employee must work **their** full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned unless he or she has obtained permission to be absent on one or both of the following days or the absence is due to the employee's accident or illness. The Company may require verification of either accident or illness.
- 25.04 In the event an employee is required to work on one of the regular statutory holidays named above, **they** shall receive time and one-half **their** regular rate of pay for all hours worked in addition to **their** holiday pay.
- 25.05 If a holiday falls within an employee's vacation period, the Company shall grant either an extra day's holiday at a time mutually agreed upon between the employee and the Company or pay the employee for the holiday, as provided herein.
- 25.06 If an employee is scheduled to work on a holiday and fails to report for work on the day of the holiday, **they** shall not receive any pay for the holiday unless **their** failure to report is due to the employee's accident or illness which may require verification given to the Company.
- 25.07 If an employee fails to work on at least twelve (12) days during the four (4) weeks immediately preceding a holiday, **they** shall not receive any pay for the holiday.

#### **ARTICLE 26 - GENERAL**

- 26.01 All employees are required to notify the Company without delay of any changes in their addresses and telephone numbers and dependents (if covered by the Company Benefits Program) so that such can be kept current.
- 26.02 Employees who are absent from work, due to lengthy illnesses, may be required to be examined by a mutually agreed to third party doctor.
- 26.03 The Company retains the right to hire bilingual employees if required but further agrees to give current employees an opportunity to learn French.

26.04 (a) The Company reserves the right to inspect employee lockers at any time but will not do so unless the employee and a fellow employee are present for the inspection. If the Minister of Transport evokes mandatory security measures that would affect any person(s) carrying on any activity at the airport including tenants, it is understood that all persons employed at Host Canada Ltd., may be subject to reasonable compliance. The Company agrees not to unreasonably exercise its right to inspect.

(b) Employees are not permitted to take any belongings to the work station, with the exception of wallets or pocketbooks.

26.05 All employees are required to clock in and out in uniform.

26.06 Newly hired employees are required to pay a deposit to the Company for the following items, when and where applicable, at the rates indicated. This deposit will be withheld from the employees pay cheque(s) and the deposit will be returned upon return of the specific items:

Transport Canada Airport Security I.D.	\$50.00
Parking Key Card (Plastic) and Decal	\$50.00
Cash Register Key	\$0
Combination Locker Lock	\$0
Micros Card	\$0
Missed appointment at pass office	\$50.00
<b>Temporary Green Cards</b>	<b>\$0</b>

The deposit reflects current replacement cost or penalty to the Company by outside sources.

Employees will be responsible for any fee changes charged by outside sources to replace lost I.D. cards and /or parking cards.

<b>FEEES TO EMPLOYEES FOR FAILED TO RETURN / LOST ITEMS + HST</b>				
	<b>RAIC</b>	<b>Keycard</b>	<b>AVOP</b>	<b>Parking</b>
<b>1st Occurrence</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$50.00</b>	<b>\$50.00</b>
<b>2nd Occurrence</b>	<b>\$200.00</b>	<b>\$100.00</b>	<b>\$50.00</b>	<b>\$50.00</b>
<b>3rd Occurrence</b>	<b>\$300.00*(FTR)</b>	<b>\$100.00</b>	<b>\$50.00</b>	<b>\$50.00</b>

26.07 It is understood that the use of the masculine gender shall include the female gender and vice versa.

26.08 All employees must wear slip resistant footwear.

**ARTICLE 27 - DISCRIMINATION AND HARASSMENT**

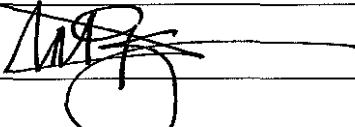
27.01 The Company and the Union agree that every employee has the right to equal treatment with respect to employment without discrimination and freedom from harassment in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status, disability, or membership in the Union.

**ARTICLE 28 - DURATION**


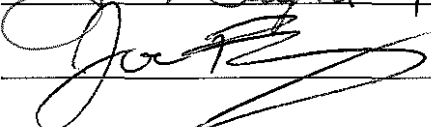
28.01 This agreement shall become effective from **December 12, 2016** and shall expire on **December 11, 2019**. It shall be renewed automatically from year to year, unless either party gives to the other party, within a period of no more than ninety (90) days before the expiry date, notice of termination or amendment.

DATED at the City of Toronto, this **25<sup>th</sup>** day of **May, 2017**.

**HOST INTERNATIONAL OF CANADA LTD.**

Sharon Rice -  
D. Hall  


**UNITED FOOD AND COMMERCIAL WORKERS CANADA LOCAL 1006A**

  
J. P. Bagnis  


**APPENDIX "A" - WAGE RATES & CLASSIFICATIONS**

***FULL-TIME UNIT & PART-TIME UNIT***

CLASSIFICATION	EFFECTIVE DECEMBER 12, 2016	EFFECTIVE DECEMBER 12, 2017	EFFECTIVE DECEMBER, 12 2018
<b><i>Sous Chef</i></b>	<b><i>\$19.10</i></b>	<b><i>\$19.60</i></b>	<b><i>\$20.20</i></b>
Production Prep Cook	<b><i>\$19.10</i></b>	<b><i>\$19.60</i></b>	<b><i>\$20.20</i></b>
First Cook	<b><i>\$18.00</i></b>	<b><i>\$18.50</i></b>	<b><i>\$19.10</i></b>
Second Cook	<b><i>\$17.25</i></b>	<b><i>\$17.75</i></b>	<b><i>\$18.35</i></b>
Production Prep Person	<b><i>\$15.10</i></b>	<b><i>\$15.60</i></b>	<b><i>\$16.20</i></b>
Storekeeper	<b><i>\$17.85</i></b>	<b><i>\$18.35</i></b>	<b><i>\$18.95</i></b>
<b><i>Assistant Storekeeper #1</i></b>	<b><i>\$16.45</i></b>	<b><i>\$16.95</i></b>	<b><i>\$17.55</i></b>
Driver	<b><i>\$18.65</i></b>	<b><i>\$19.15</i></b>	<b><i>\$19.75</i></b>
Assistant Storekeeper	<b><i>\$15.70</i></b>	<b><i>\$16.20</i></b>	<b><i>\$16.80</i></b>
Bartender	<b><i>\$14.35</i></b>	<b><i>\$14.60</i></b>	<b><i>\$14.85</i></b>
Bartender (Hired after Nov 1, 2014)	<b><i>\$12.60</i></b>	<b><i>\$12.85</i></b>	<b><i>\$13.10</i></b>
Retail Clerk	<b><i>\$14.90</i></b>	<b><i>\$15.40</i></b>	<b><i>\$16.00</i></b>
Server	<b><i>\$12.60</i></b>	<b><i>\$12.85</i></b>	<b><i>\$13.10</i></b>
Crew Leader	<b><i>\$15.90</i></b>	<b><i>\$16.40</i></b>	<b><i>\$17.00</i></b>
Deli Attendant	<b><i>\$15.20</i></b>	<b><i>\$15.70</i></b>	<b><i>\$16.30</i></b>
Snack Bar Attendant	<b><i>\$14.90</i></b>	<b><i>\$15.40</i></b>	<b><i>\$16.00</i></b>
General Utility	<b><i>\$15.10</i></b>	<b><i>\$15.60</i></b>	<b><i>\$16.20</i></b>
Host/Hostess	<b><i>\$14.00</i></b>	<b><i>\$14.50</i></b>	<b><i>\$15.10</i></b>

**(1) Probationary Hourly Rate**

The probationary hourly rate of pay shall be fifty (50) cents per hour less than those outlined above except for employees classified as Bartender, Sandwich Maker/Snack Bar Attendant, General Utility, Busperson non-tipped, Busperson tipped, and Waiter/Waitress.

**(2) Across-the-Board Wage Increase - Clarity Note**

During the term of the Collective Agreement there shall be the following across-the-board wage increases. This increase is included in the classification wage rates provided for in this agreement.

*Effective December 12, 2016, \$0.50/hr - All classifications other than Bartenders and Servers*  
*Effective December 12, 2017, \$0.50/hr - All classifications other than Bartenders and Servers*  
*Effective December 12, 2018, \$0.50/hr - All classifications other than Bartenders and Servers*

*Effective December 12, 2016, \$0.25/hr - Bartenders and Servers*  
*Effective December 12, 2017, \$0.25/hr - Bartenders and Servers*  
*Effective December 12, 2018, \$0.25/hr - Bartenders and Servers*

Should a minimum wage increase occur, the new rate of pay will be the greater of the book rate or the minimum wage.

## APPENDIX "B" - HEALTH AND WELFARE

The Company will increase their insurance premiums payable *on the first month following the date of ratification, by \$15 per month. An additional \$10 per month effective December 1, 2017, and an additional \$10 per month effective December 1<sup>st</sup> 2018. Employees will receive drug cards.*

### Eligibility for Benefits

All full-time employees, who work regularly twenty-four (24) hours or more per week and who have completed twelve (12) months of employment with the Company. Benefits will cease when the employee reaches **70**. The benefits are outlined in detail in the Group Insurance booklet.

#### Life Insurance

In event of death of an employee prior to age sixty-five (65) **Twenty thousand (\$20,000)** dollars will be paid to an employee's designated beneficiary or estate.

#### Accidental Death and Dismemberment

In the event that an employee dies within three hundred and sixty-five (365) days as a result of injuries sustained in an accident, an additional **Twenty thousand (\$20,000) dollars** will be paid to an employee's designated beneficiary or estate. Payments may be made to an employee who suffers dismemberment due to injuries. The amount of payment varies in accordance with the injury.

#### Medicare Supplement Plan

This benefit provides an employee and insured dependents with important and necessary hospital and medical services and supplies that are not incorporated in the provincial hospital and medicare plans.

After **satisfying the annual** deductible of Ten Dollars (\$10) per individual or Twenty Dollars (\$20) per family, **the plan** will pay one hundred percent (100%) of eligible expenses as follows:

Prescription drugs and medicines. These are subject to a dispensing fee cap of \$10. **Each person covered under this plan is eligible to receive up to ten thousand (\$10,000) in benefits per calendar year.**

Claims for orthotic shoes (1 pair per year) will be reimbursed to a maximum of \$150 and must be accompanied by a written **referral** from a licensed doctor ("MD").

Claims for orthotics will be reimbursed to a maximum of \$300 per calendar year and must be accompanied by a written **referral** from an "MD".

All paramedical services (chiropractor, registered massage therapist, psychologist, naturopath, osteopath, podiatrist, acupuncturist, etc.) save and except physiotherapy (which will be 100 percent paid by the **plan**) will be subject to an 80 percent co-payment (employee pays 20 percent of the cost and the **plan** pays 80 percent of the cost), and must be accompanied by a written **referral** from an "MD". **The plan will pay up to five hundred (\$500), per person, per year, for such expenses.**

**\$10,000 per year for prescribed private duty nursing care by a registered graduate nurse;**

Local ambulance services (not covered by provincial insurance);

Emergency out-of-country or out-of-province hospital and medical expenses (up to the limitations of the Plan);

Plus many other services and supplies not provided by provincial insurance.

Semi-Private Hospital Insurance **within home Province**

Pays one hundred percent (100%) of the difference in cost between semi-private room and standard ward level coverage which is paid for by provincial health insurance for as long as hospital confinement is medically required.

### **Dental Care Plan**

This benefit provides an employee and insured dependents with payment for dental services as follows:

One hundred percent (100%) of the previous year's applicable provincial dental association fee schedule for the following services prescribed by a dentist:

Diagnostic services such as examinations (**once every nine (9) months**) and x-rays (twice in a calendar year);

Preventive services such as cleaning and scaling of teeth and topical fluoride applications (**once every nine (9) months;**

Extractions and fillings;

Periodontal (treatment of gums);

Oral Surgery;

Space maintainers for missing primary teeth and habit-breaking appliances; ***Bitewing x-rays (once every twelve (12) months.***

Endodontics (root canal therapy);

Fifty percent (50%) of the previous year's provincial fee schedule for restoration services such as:

Crowns, inlays, bridges, dentures; Repair or replacement\*\*of bridges or dentures;

Certain procedures involving the use of gold.

Commencing on the first pay period after December 12, 2012, orthodontics coverage for dependant children under age 18, to a maximum of \$2,000.00 lifetime.

(\*\*Eligibility for replacement services is after twelve (12) months enrolment in the Plan. The Plan will reimburse an employee for fifty percent (50%) of the cost of replacement of bridges or dentures but only once every five (5) years.)

Each person covered under the Plan is eligible to receive up to Two Thousand Dollars (\$2,000) in benefits per calendar year.

This material is intended only to provide a ***basic outline*** of benefit coverage ***only. Full plan details are provided in the benefit booklet.***

### **Vision Care**

This benefit provides an employee and insured dependents with Vision Care coverage as follows:

One hundred and fifty dollars (\$150.00) in any 12-month period for dependant children under 18 years of age, and two-hundred and fifty dollars (\$250.00) in any 24-month period for any other insured person for contact lenses or lenses and frames for eyeglasses. Supplies must be prescribed in writing by an ophthalmologist or a licensed optometrist and must be dispensed by an ophthalmologist or a optometrist or a qualified optician.

## **APPENDIX "C" - PART-TIME BARGAINING UNIT**

APPENDIX "C" to the Collective Agreement between HOST CANADA LTD. and the **UNITED FOOD AND COMMERCIAL WORKERS CANADA LOCAL 1006A**, dated the 12th day of December, 2004.

The terms and conditions of the Collective Agreement as it applies to the part-time bargaining unit described in Article 1.01 (b) of the said Agreement shall include the following provisions only of the full-time Collective Agreement.

### **Article**

- 1 - Recognition
- 2 - Management Function
- 3 - No Strike or Lockout
- 4 - Relationship  
(The members of this bargaining unit will be represented by the appropriate Union Steward and Negotiating Committee appointed pursuant to Articles 4.02 and 4.04 of the Collective Agreement covering the full-time bargaining unit)
- 5 - Grievance - Procedure
- 6 - Discipline and Discharge Cases
- 7 - Arbitration
- 8 - Seniority - seniority in the part-time bargaining unit shall be separate and distinct from seniority in the full-time bargaining unit and separate seniority lists shall be maintained.
- 9 - Job Vacancies
- 10 - Temporary Assignments
- 11 - New Classifications
- 12 - Leave of Absence
- 13 - Parking
- 14 - Wages -
- 15 - Health and Welfare - not applicable
- 16 - Pension
- 17 - Jury Duty
- 18 - Uniforms -
- 19 - Hours of Work
- 20 - Bereavement Leave
- 21 - Employee Meals
- 22 - Safety and Health
- 23 - Reporting for Work
- 24 - Vacations - with the exception of Article 23.02 which is not applicable
- 25 - Paid Holidays
- 26 - General
- 27 - Discrimination and Harassment
- 28 - Duration