

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**ARAMARK ENTERTAINMENT SERVICES  
(CANADA) LTD.  
#10-800 Griffiths Way  
Vancouver, B.C. V6B 6G2**

**(The “EMPLOYER”)**

**AND:**

**HOTEL, RESTAURANT & CULINARY EMPLOYEES  
& BARTENDERS UNION, LOCAL 40  
#100-4853 East Hastings Street  
Burnaby, B.C. V5C 2L1**

**(The “UNION”)**

**EFFECTIVE DECEMBER 11, 2001**

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of December 2001, by and between ARAMARK ENTERTAINMENT SERVICES (CANADA) LTD. (hereinafter called the "Employer") and HOTEL, RESTAURANT & CULINARY EMPLOYEES & BARTENDERS UNION, LOCAL 40 (hereinafter called the "Union").

## **ARTICLE 1** **RECOGNITION**

### **1.1 Union Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative of all the employees employed in the classifications set forth in Schedule "A" contained herein at General Motors Place Arena, Vancouver, British Columbia, excluding guards, managers and supervisors, hourly and salaried vault staff, and office administrative staff, and others excluded by the Labour Relations Code.

### **1.2 Hiring Process**

The Union will make every effort to refer qualified individuals to the Employer for employment. Management retains the sole right to reject referrals for bona fide reasons. In the event the Union is unable to supply the Employer with necessary help, and in order for the Employer to properly conduct its business, the Employer may hire employees from the open market and in emergency situations with the consent of the Union not to be unreasonably withheld, may utilize charitable organization as a source of manpower.

## **ARTICLE 2** **MANAGEMENT'S RIGHTS**

### **2.1 Management's Rights Defined**

The functions of management include, but are not limited to, the exclusive right to: hire, promote, demote, transfer, discipline, suspend, discharge for cause, increase or decrease the work force to meet the needs and conditions of the business, to maintain the efficiency of the operation and of the employees, to terminate operations or any part thereof, to assign work to supervisors or other persons not covered by this Agreement, to establish and enforce rules and determine the schedule of work or days of work, to increase or decrease the number of work shifts, to determine the size and location of work stations, to change classifications of work and to reassign the duties thereof to other classifications of employees without change in rates of pay, to install any labour saving device or equipment, all without hindrance or interference by the Union, and those matters requiring judgement as to the competency of the employees is the sole right and function of the Employer, except as specifically abridged by the terms of this Agreement. The parties agree

that it is not the intent of the Employer to subcontract out work normally done by employees in the bargaining unit but circumstances may arise whereby other parties involved in an event will have the right to operate some concessions, and the Employer may wish to use a contractor from time to time to provide special services not previously provided by the Employer. The Employer agrees that they will ensure that the work assignments will be made reasonably and without discrimination of any kind.

## 2.2 **Employer's Policies**

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution. The Employer will forward a copy of any policy to the Union prior to the implementation of same. The policies must not be in conflict with the express provisions of the Agreement or legislation.

## 2.3 **Department Policies**

For greater particularity, and without limiting the generality of the foregoing, the Union acknowledges that the Employer's Personal Appearance and Department Regulations are an essential ingredient of the Company's business strategies and objectives and are a necessary and reasonable exercise of management's rights. The Union further acknowledges that those regulations may be amended from time to time at the sole discretion of the Employer. This does not relinquish the right of the Employer or the Union to dispute the interpretation, application or alleged violation of the Employer's Personal Appearance and Department Regulations, but in the event that there are any disputes the Union agrees that the employees will comply with those regulations in every respect while any disputes are being resolved.

## 2.4 **Employee Training Programs**

- (a) The Union acknowledges that the Employer's Customer Service Training Program is an essential ingredient of the Employer's business strategies and objectives and are a necessary and reasonable exercise of management's rights. Employees are obliged to participate in such customer service training programs as may be required from time to time by the Employer, and employees shall be paid for their participation in accordance with this Agreement. Further, the Union acknowledges that the Employer engages in a monitoring process for the purpose of insuring that its Customer Service, Personal Appearance and Department Regulations are complied with and that the Union expressly acknowledges the reasonableness of this method of determining compliance with the Employer's Regulations related to these issues. Further, the Employer shall be entitled to rely upon reports from this monitoring process for the purposes of assessment of its employees. The Employer agrees to abide by the Privacy Act of the Province of British Columbia.
- (b) All employees will be notified two (2) weeks in advance of a Customer Service Training shift and/or staff meeting.

- (c) The Employer will post on the staff bulletin board the estimated date for the staff training/induction meeting held at the beginning of each season at the end of the previous season (i.e. first two weeks of September).

### **ARTICLE 3**

#### **STATEMENT OF PRINCIPLES**

- 3.1 The parties to this Agreement recognize it is in their mutual interest to promote, as fully as possible, conditions of safety for employees, economy of operation and protection of property. In recognition of these interests, the Employer and the Union hereby indicate their desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship among the Employer, the employees covered by this Agreement and the Union, and to provide methods for a fair and amicable judgement adjustment of disputes which may arise between them.
- 3.2 The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of management, that the provisions of this Agreement will be carried out.

### **ARTICLE 4**

#### **INTERPRETATION**

- 4.1 In this Agreement, wherever the words “he”, “his”, “her”, or “him” appear, it shall be construed as meaning any employee, male or female. Wherever the words “employee” or “employees” appear, it shall mean any persons covered by this Agreement.

### **ARTICLE 5**

#### **UNION SECURITY**

5.1 **Membership**

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment, and any new employee whose employment commences hereafter shall, prior to the commencement of his employment, apply for and maintain membership in the Union as a condition of employment.

5.2 **New Employees**

The Employer agrees to provide each new employee, at the time of employment,

with a form outlining to the employee his responsibility in regards to Union membership, and to provide to the Union in writing, the name and address of each employee to whom they have presented the form, along with the employee's date of hire, the contents of the form to be such that it is acceptable to the parties. The Employer further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month.

### 5.3 **No Discrimination**

No employee shall be charged or discriminated against for any lawful Union activity or for serving on a Union committee or for reporting to the Union a violation of any provisions of this Agreement. Instances of alleged violations of the foregoing will be brought to the attention of the Department Manager with a copy to the Location Manager or his designated representative, and full investigation by the parties will follow. The above will be subject to the grievance procedure. Any proven allegations hereunder will be dealt with by the Employer.

### 5.4 **Harassment**

- (a) All employees have the right to work in an environment free from sexual harassment. Sexual harassment will be grounds for the imposition of discipline pursuant to this Agreement. Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under this Agreement.
- (b) "Sexual harassment" means any unwelcome sexual advances, remarks or demands for sexual favours of an unwelcome or physical nature, insulting or offensive comments or conduct of a sexual nature.

### 5.5 **No Individual Agreements**

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering the hours of work, wages or conditions during the term of this Agreement.
- (c) Notwithstanding the above, the wage rates outlined in this Agreement are minimum wage rates and they do not prevent the Employer from paying a higher wage rate.

### 5.6 **Shop Stewards**

- (a) The Union is entitled to appoint or elect from among the employees a reasonable number of Union Stewards who are employed in and represent

employees in the bargaining unit. The duties of the Union Stewards shall be to assist in the reporting and resolution of all grievances within their departments.

- (b) The Employer agrees to recognize a duly appointed or elected Union Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Union Steward's first obligation is the fulfilment of his/her responsibilities as an employee. During his/her working hours, the Union Steward is not entitled to engage in Union activities.
- (d) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) If requested by the Employer, the time which is spent by Union Stewards during their regular working hours in reporting or resolving grievances, and in attending meetings specifically provided for herein, shall be considered to be time worked.
- (f) Under no circumstances shall a Union Steward take any action or issue any instruction which will interfere with the operations or affairs of the Employer, or with the management of or direction of the work force.
- (g) The Company and the Union agree that no person shall intimidate, coerce, impose any pecuniary or other penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement, or complains, gives evidence or otherwise assists in respect of the initiation or prosecution of a grievance or other proceeding under this Collective Agreement.

## 5.7 **Union Communications**

The Employer agrees that Union Steward letters and official communications from the Union to its members shall be posted on the staff bulletin boards on the 000 hundred level, Orca Bay Grille, Air Canada Club, BC Club, Executive Suites and Warehouse.

**5.8 Leave of Absence: Elected to Union Office**

- (a) The Employer shall grant an unpaid leave of absence to employees who are appointed or elected to a position within the Union for a period of up to and including five (5) years.
- (b) A request for such a leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by an Officer of the Union.
- (c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union.
- (d) The Employer is not obligated to grant leaves to more than fifty percent (50%) of five (5) employees from one department.

**5.9 Leave of Absence: Conventions or Union Education**

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay to not more than five (5) employees who are elected as delegates to attend Union conventions or as members of a negotiating committee. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) events leave of absence without pay for up to five (5) employees at any one time, to attend bona fide shop steward education programs. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.
- (c) The Employer may grant further unpaid leaves of absence to employees for the purpose of attending mutually agreed upon educational programs within the hospitality industry. Written applications for such leave must be received at least seven (7) days prior to commencement of such leaves.
- (d) The Employer is entitled to insist that not more than fifty percent (50%) of the five (5) employees can be absent on such leaves of absence from any one department.

**ARTICLE 6**  
**DEDUCTION OF UNION DUES**

**6.1 Check-Off: Assignment of Wages**

The Employer agrees to deduct from the wages of each employee initiation fees, Union dues, and assessments that are authorized by the Union. The Employer further agrees to deduct Union dues from wages of employees monthly.

**6.2 Check-Off: Process & Procedure**

The Employer shall remit once each accounting period to the Union:

- (a) monies deducted from the wages of its employees for Union initiation fees, dues and assessments;
- (b) a statement showing each employee's name and Social Insurance Number from whom deductions were made, and the amount of the deductions;
- (c) a monthly statement showing the names of the employees terminated and hired, along with their current home addresses, telephone numbers, Social Insurance Numbers, and postal codes;
- (d) a statement provided February 1 of each year showing the name, home address, telephone number, Social Insurance Number, and postal code of bargaining unit employees.

6.3 **Employer's Accounting Schedule**

- (a) Once a year the Employer will provide the Union with its accounting schedule for the coming year.
- (b) The work week is established as Thursday to Wednesday.
- (c) If required by law, including the Employment Standards Act, the parties agree to make the necessary adjustments and/or applications under the Act respecting the fixed work week set out herein.

**ARTICLE 7**  
**HOURS OF WORK**

7.1 **Minimum Shift**

An employee reporting for work shall be guaranteed four (4) hours of the scheduled day's work or pay in lieu thereof at the employee's regular wage rate with the following exceptions:

- (a) there shall be no guarantee where work is not available due to conditions beyond the control of the Employer, unless an employee has punched in for work and weather conditions subsequently result in cancellation of the event;
- (b) an employee volunteering to leave work following the start of his/her work day shall receive pay only for time worked, where the employee is not directed by management to leave work;

- (c) the Union, as authorized representative of employees in the bargaining unit, shall file such written applications as may be required by any legislation in order to give efficacy to this Agreement. In particular, and without restricting the generality of the foregoing, the Union as authorized representative of the employees in the bargaining unit shall file the written applications contemplated by Section 27(3) and Section 34(3) of the Employment Standards Act of British Columbia S.B.C. 1980, c.10 in order to give efficacy to the notice of hours of work provisions and the call in for training provisions herein.
- (d) All employees called in and who shall, if requested to work less than four (4) hours, receive four (4) hours pay at the regular hourly rate. Employees called in for the purposes of training shall, if in attendance for less than two (2) hours, receive two (2) hours pay at their regular hourly rate.

## 7.2 Work Schedules

There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee scheduled to work and the starting and finishing time of each employee, and the Employer shall keep the schedule up to date.

## 7.3 Changes in Work Schedules

- (a) In situations other than emergencies the employees are entitled to thirty-six (36) hours notification of any change in their respective work schedules.
- (b) In emergency situations which are beyond the control of the Employer, as in the case of the failure of an employee to report for an assigned schedule, the Employer may give less than thirty-six (36) hours, but not less than twenty-four (24) hours.
- (c) Employees whose schedules are changed without the above notice specified cannot be disciplined if they advise that they cannot comply with the changed schedule.
- (d) In situations where an employee has not been provided with the advance notice of at least twenty-four (24) hours, the Employer will compensate the employee for all hours originally scheduled, unless the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer.

## 7.4 Days Off

Wherever possible, employees shall receive two (2) days off in each seven (7) days and an employee may refuse to work more than five (5) days in a row.

## 7.5 Scheduling Procedures

Employees will be scheduled by their seniority first within the “A” pool and then within the “B” pool pursuant to Article 7.7.

**7.6 Maximization of Hours**

Within an employees declared availability the Employer is obligated to maximize an employees hours to forty (40) within the requirements of Article 7.7.

**7.7 Availability Requirements**

- (a) The “A” pool will be made up of employees with restrictions to their availability. They will be required to work a minimum of four (4) days per week; one (1) day must be either a Saturday or a Sunday.
- (b) The “B” pool will be made up of employees with restrictions to their availability. They will be required to work a minimum of three (3) days per week; one (1) day must be either Saturday or Sunday.
- (c) Employees will be required to work all shifts within their availability. Employees may change their availability twice annually: on September 1 and May 1. Should employees require a change to their availability they must make a written application to the Employer for approval. Such approval will not be unreasonably withheld.
- (d) Employees who attend school will be excluded from the above-referenced availability requirements for the purpose of attending classes. This does not include time required to study. It is agreed that a student must submit their availability two weeks prior to the commencement of each semester. Should an employee require a change in their availability due to a school scheduling change they may do so by submitting a new availability form along with the school schedule.

**7.8 Split Shifts**

Where split shifts are assigned by the Employer, they must conform with the following guidelines:

- (a) no shift may be split more than once;
- (b) no part of a split shift shall be less than two (2) hours;
- (c) a break of two (2) hours shall constitute a split shift;
- (d) all split shifts must be worked within a twelve (12) hour period;
- (e) no more than one-fifth (1/5) of the employees shall in any one (1) day work split shifts;

- (f) no employee shall be required to work more than two (2) split shifts each week;
- (g) two wholesome meals shall be supplied by the Company with no deductions from the employee's wages;
- (h) upon attainment of six (6) months service, employees required to work a split shift will be paid for all hours worked and in addition receive one (1) hour at their regular rate.

#### 7.9 **Shift Changes**

- (a) Shift changes can be made by the employees provided the change is requested within one (1) week of the intended trade.
- (b) The request for a shift change must be requested in writing with the signatures of the employees involved in the change.
- (c) Should the change result in an employee working overtime, he/she will be compensated at straight time.
- (d) The granting of a shift trade must be approved by management.

#### 7.10 **Shift Preference**

Where there is more than one (1) event scheduled within the same day the Employer will endeavour to apply the principles of seniority preference when making the work assignments.

### **ARTICLE 8** **SENIORITY**

#### 8.1 **Recognition of Seniority**

It is agreed that the Employer does hereby recognize seniority rights according to department and classification within that department from an employee's date of hire. Assignment of available work and assignment of shift work will be made by the Employer predicated upon employee availability and provided the employee has demonstrated the ability to perform the assigned work.

#### 8.2 **Seniority Rights Defined**

- (a) Departmental Seniority: For the purpose of this Agreement, "departmental

seniority” means an employee’s total length of continuous service from date of hire.

- (b) Department: For the purpose of this Agreement, “department” means those departments identified in Appendix “A” to this Agreement.
- (c) Classification Seniority: For the purpose of this Agreement, “classification seniority” means an employee’s total length of continuous service from commencement of work in a classification.

### 8.3 **Attainment of Seniority in Two Classifications**

- (a) An employee will only attain seniority in more than one classification or department if he/she is regularly scheduled in different classifications or departments.
- (b) Employees are entitled to be scheduled for work in two (2) classifications provided they retain seniority in each classification.
- (c) It is understood that the employee can select which classification they wish to be their preferred classification.
- (d) The Employer may schedule an employee in their secondary classification due to bona fide operational requirements provided that no employee outside the classification and/or department can be scheduled to work in the employee-affected classification.
- (e) Should an employee not work in one or the other classification for a period of twenty (20) events, they shall lose their seniority in that classification.

### 8.4 **Seniority Lists**

- (a) The Employer agrees to post seniority lists on or before the 1st day of April and November in each year. The seniority lists shall contain the following information:
  - (i) the employee’s name;
  - (ii) the employee’s job classification;
  - (iii) the employee’s departmental and classification seniority dates.
- (b) The seniority lists shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority lists shall be given to the Union and the Union Steward.
- (d) New employees will be added to the seniority list upon completion of the

probationary period, back to date of employment.

#### 8.5 **Promotions & Vacancies**

Promotions and vacancies shall be filled on the basis of departmental seniority provided always that the senior employee has the merit, fitness and ability to perform the work available. The Employer agrees to make such determinations in good faith and without discrimination of any kind.

#### 8.6 **Job Postings**

- (a) Openings in classifications which are known in advance of the date they are required will be posted with the work schedules for a period of seven (7) events or fourteen (14) days, whichever comes first, in order that employees currently on payroll may have the opportunity to apply.
- (b) The Employer will ensure that all available jobs are also posted via a recorded message.

#### 8.7 **Layoffs**

- (5) When reducing staff, junior employees within the classification in which the lay-off is to occur, shall be laid off first. When recalling employees from lay-off, they shall be recalled in order of seniority to the classification from which they were laid off.
- (6) An employee who has been promoted from one classification to another and subsequently demoted due to a shortage of work to their former classification shall within that lower classification have seniority according to length of service in the department provided that the employee affected has:
  - 1) held seniority in the classification in which they are moving;
  - 2) been working outside of the classification for no more than one (1) year.

#### 8.8 **Loss of Seniority**

An employee shall lose his/her seniority if he/she:

- (a) voluntarily quits;
- (b) is discharged and not reinstated through the Grievance Procedure;
- (c) is absent from work for three (3) consecutive events without a valid reason;
- (d) is laid off for more than six (6) months;
- (e) fails to report for work without a bona fide reason when a notice of recall has been sent by the Employer in accordance with Article 8.7;

- (f) overstays an authorized leave without a valid reason.

8.9 **Call-Ins**

An employee shall be deemed to have been discharged for just cause if he/she is unavailable for or declines more than three (3) call-ins during three (3) consecutive months without a justifiable reason. Justifiable reason shall include an explanation that a “call-in” conflicts with the employee’s school or is a result of illness or injury, provided that an employee can tender a medical certificate as proof of illness or injury if requested to do so by the Employer.

8.10 **Seniority Established**

Seniority dates for two or more employees hired on any single day shall be determined by lottery among each such group once they have passed the probationary period.

8.11 **Promotion Trial Transfer Period**

- (a) Any employee who is granted a promotion or transfer appointment by the Employer shall be on a trial period for up to thirty (30) days. During this trial period the employee must demonstrate that they can satisfy the requirements of the job to the satisfaction of the Employer. The Employer will make the determination without discrimination and must show just cause should they wish to return the employee to his/her original position.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should the employee decide during the trial period that they do not want to continue in the job, then the employee may be returned to their former position. In such cases, the Employer shall have the right to require all employees who have changed job positions in consequence of the promotion to move back into their job positions and wage rates which they occupied prior to the promotion.

8.12 **Probationary Period**

- (a) All newly hired employees shall be on probation for the first fifteen (15) events actually worked. The Employer may extend this period for five (5) additional events upon prior written notification to the Union.
- (b) During the probationary period the Employer can discharge the employee if in the Employer’s opinion the employee is not suitable.

**ARTICLE 9**  
**DISCIPLINE AND DISCHARGE**

9.1 **Discipline & Discharge**

- (1) The Employer has the right to discipline and discharge its employees for just and reasonable cause; however, the Union must be given the opportunity to investigate all discipline and discharges and if, in the opinion of the Union the discipline or discharge is not just and reasonable, the Union may submit such cases to the Grievance and Arbitration Procedures of this Agreement. Prior to presenting notice of discipline or discharge to an employee (except in the case of the discharge of a probationary employee), the Employer will notify the employee of his/her right to Union representation at the meeting.
- (2) Wherever possible the Employer will utilize the department Shop Steward from the area in which the employee being disciplined works.

## **ARTICLE 10** **OVERTIME**

### 10.1 **Overtime**

All time worked by an employee in excess of forty (40) hours per week or eight (8) hours per day shall be paid at the rate of time and one-half ( 1 ½ ) the regular hourly rate and all time worked by an employee in excess of forty-eight (48) hours per week or eleven (11) hours per day shall be paid at the rate of double the regular hourly rate. Compensating time off shall not be given in lieu of overtime.

### 10.2 **Scheduling of Overtime**

Priority for scheduled overtime shall be given on the basis of seniority.

## **ARTICLE 11** **STATUTORY HOLIDAYS**

### 11.1 **Statutory Holidays Defined**

- (a) Should an employee work a statutory holiday they will be entitled to one and one-half

(1½ ) times their regular days pay for all hours worked, plus one day's pay. The following days shall be paid general holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	

- (b) All employees who have been employed for a thirty (30) day period shall be entitled to statutory holiday provisions in the Agreement.
- (3) Employees who do not have a regular schedule but work more than fifteen (15) days of the thirty (30) before the statutory holiday are entitled to a day's pay:
  - 1) the pay is calculated by averaging the daily rate over the thirty (30) day period, excluding overtime.
- (4) Employees who work less than fifteen (15) days out of the thirty (30) days before the statutory holiday (whether or not the employee has a regular schedule) are entitled to a day's pay:
  - 1) the pay is calculated by dividing the total wages in the thirty (30) day period by fifteen (15), excluding overtime wages.
- (5) Vacation pay is considered wages when calculating statutory holiday pay.
- (6) An employee who works on a statutory holiday must be paid for that day:
  - 1) one and one-half (1½) times the employee's regular wage for the time worked up to eleven (11) hours; and
  - 2) twice the employee's regular wage for any time worked over eleven (11) hours.

## **ARTICLE 12** **VACATIONS**

### 12.1 **Vacation Entitlement: One to Three Years of Service**

All employees with one (1) to three (3) years of service will be entitled to two (2) weeks vacation with pay in accordance with the provisions of the Employment Standards Act.

12.2 **Vacation Entitlement: Four or More Years of Service**

All employees with four (4) or more years of service will be entitled to three (3) weeks vacation at six percent (6%) vacation pay.

12.3 **Vacation Schedules**

- (a) Vacation schedules will be placed on the bulletin board no later than February 1st. After April 15th those employees who have not recorded their choice of vacation time will not be able to exercise seniority rights for vacation purposes. The approved and assigned vacation schedule will be posted on May 1st.
- (b) Vacation requests prior to April 15th which cannot be granted in whole or in part will be discussed with the employee(s) affected and will be resolved by management by May 1st.
- (c) Selection of vacation time shall be by classification seniority, subject to (a) and (b) above.
- (d) Employees may split their vacation time into separate weeks.
- (e) Vacations may be taken during any month of the calendar year subject to the above.

12.4 **Vacation Anniversary**

Vacations shall become due on the anniversary of the employee's employment. Vacations do not necessarily need to be taken at this time, but the date may be mutually agreed upon in writing, between Employer and employee provided it falls within eight (8) months of the anniversary date of employment.

12.5 **Vacation Pay**

- (a) Vacation pay will be identified separately from regular pay on the cheque stub.
- (b) Vacation pay will be paid in the pay period prior to the commencement of the employee's vacation when the request for vacation pay is made at least three (3) weeks prior to the commencement of the vacation.
- (c) Vacation pay shall be paid earlier if requested by the employee.

**ARTICLE 13**  
**REST PERIODS AND LUNCH PERIODS**

13.1 **Meal Breaks**

All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break of thirty (30) minutes between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall be on the employees own time.

13.2 **Rest Periods**

All employees are entitled to rest periods in accordance with the following schedule:

- (a) four (4) hours - one (1) fifteen (15) minute rest period;
- (b) five (5) hours - one (1) fifteen (15) minute rest period;
- (c) six (6) hours - one (1) fifteen (15) minute rest period;
- (d) seven (7) hours - two (2) fifteen (15) minute rest periods;
- (e) eight (8) hours - two (2) fifteen (15) minute rest periods.

Such rest periods are part of the employees assigned hours of work and the rest period time is paid for by the Employer.

If the breaks contemplated by this Article cannot be taken, the employee will receive compensation in lieu.

**ARTICLE 14**  
**NO STRIKE, NO LOCKOUT**

14.1 **Work Interruption Prohibited**

It is agreed that during the term of this Agreement, the Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage. It is also agreed that during the term of this Agreement there shall be no lockout of employees by the Employer. Any employee found guilty of participating in any strike, slowdown or work stoppage shall be subject to immediate discharge.

14.2 **Recognition of a Legal Picket Line**

No employee shall be required to cross a legal picket line arising from a strike or lockout. For purposes of this Article, a “legal picket line” shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code.

**ARTICLE 15**  
**LEAVES OF ABSENCE**

15.1 **Maternity Leave**

- (a) Employees may request a leave of absence without pay because of pregnancy. Such request will be granted, provided the employee submits to the Employer a request, in writing, for such leave at least four (4) weeks prior to the date the leave is to commence, together with a certificate from a qualified medical practitioner certifying that the employee is pregnant, and indicating the estimated date of birth. Such leave will be for a period of not more than eighteen (18) consecutive weeks commencing not more than twelve (12) weeks before the estimated date of birth and ending not more than fourteen (14) weeks after the actual birth.
- (b) The Employer reserves the right to determine the time at which the pregnant employee shall be required to commence a leave of absence if the duties of her position cannot be reasonably performed because of the pregnancy and to continue the leave until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (c) The employee, when returning to work, shall give the Employer two (2) weeks notice of date of return and shall submit a certificate from her doctor, indicating that her resumption of employment will not, in his/her opinion, endanger her health.
- (d) The employee shall be returned to her former position or to a comparable position at the completion of her leave of absence. Should a comparable position no longer exist, the Employer and Union shall meet to resolve the issue.
- (e) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article, will do so with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

## 15.2 **Parental Leave**

- (a) Employees may be granted a parental leave of absence without pay in accordance with the provisions of the Employment Standards Act. The employee must make application for such leave at least four (4) weeks prior to the start of such leave. If the employee cannot give four (4) weeks notice, the employee shall give as much notice as is given to the adoptive parents by the adoption agency. The length of such leave will not exceed twelve (12) weeks except for an extension of up to five (5) weeks when a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
- (b) Employees on leave shall give the Employer a minimum of two (2) weeks notice of their intention to return to work.

- (c) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article, will do so with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

### 15.3 **Bereavement Leave**

An employee absent due to death in the immediate family during periods when he/she is both scheduled and available for work shall receive up to three (3) events' pay for such time lost, providing he/she attends the funeral. In the event an employee requests additional time off, such time without pay may be granted by the Manager to a maximum of three (3) events. The above will only apply to the immediate family which includes children, spouse, parents, brothers, sisters, parents-in-law and any relative residing permanently with the employee. The above benefit shall not be implemented during vacation, sick leave, accident leave, or leave of absence. Common-law relationships will be recognized in the provisions of this Article.

### 15.4 **Personal Leaves**

- (a) Personal leaves may be granted to employees where it is deemed appropriate to do so by the Employer, but granting of such leaves is within the discretion of the Employer.
- (b) All leaves must be submitted to the department manager in writing at least two (2) weeks in advance of the requested time off. The Employer will respond to the request no later than one (1) week after receiving such notice.
- (c) No employee shall be granted a leave of absence in excess of three (3) months, except as provided in Articles 5.7 and 5.9.

### 15.5 **Jury & Witness Duty**

Employees who serve on a jury or as a witness for the Crown shall be granted a leave of absence without loss of seniority.

### 15.6 **Leave to Appear as a Witness**

Any employee covered by this Agreement who is required to attend any commission, court or hearing to give evidence in any civil or criminal case respecting the company will be provided a leave of absence without loss of seniority.

### 15.7 **Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or

- (b) the care and health of any other member of the employee's immediate family.

15.8 **Request for Time Off**

- (1) Requests for time off will be granted to employees where it is deemed appropriate to do so by the Employer.
- (2) The requests for time off will be granted by seniority should the request be made six (6) weeks in advance of the event requested.
- (3) The Employer will respond to the request no later than seven (7) days after the cut off date mentioned in (b) above.
- (4) After the six (6) week deadline, time off requests will be granted on a first come first served basis.

15.9 **Leave of Absence for Work Outside the Bargaining Unit**

- (1) Should temporary work be offered to an employee by the employer outside the bargaining unit, the Employer will grant an leave of absence.
- (2) The employee will retain their seniority for a period of one year. Should the employee not return to their bargaining unit position within that period, they shall lose their seniority.

**ARTICLE 16**  
**HEALTH & WELFARE**

16.1 **Defined Health & Welfare Benefits**

- (1) All employees who have been employed for a four (4) month period are eligible for Basic Medical Coverage fully paid for by the Employer. Eligibility is prescribed in Appendix "C".
- (2) All employees who have completed one (1) year of service with the Employer are entitled to dental benefits paid for by the Employer as prescribed in plan document.
- (3) Any employee claiming these benefits must be a member in good standing with the Union.

16.2 **Dues Assessment**

Effective December 11, 1998, the Employer will contribute five cents (5¢) for each hour of

employment performed by employees covered by this Agreement to the Union's Dues Assessment Fund.

**ARTICLE 17**  
**GENERAL**

**17.1 Doctor's Certificate**

- (1) Doctor's certificates required by the Employer to substantiate any period of illness or injury will be paid for by the Employer. The Employer will not request a doctor's certificate unreasonably.
- (2) The Employer will not require an employee to provide a doctor's note unless the employee has been off work more than three (3) times in a one (1) year period. The request will be at the Employer's discretion.
- (3) Notwithstanding paragraph (b) above, should the Employer have reason to believe that the employee is not sick, they retain their right to request a doctor's note at any time.

**17.2 Injury While Working**

Employees injured while working shall suffer no loss of earnings for the balance of hours scheduled on the day on which the work-related injury occurs if as a result of such injury they are sent to the hospital or for medical attention and are declared unable to return to work.

**17.3 Compensation for Personal Belongings**

The Employer may compensate employees who have damaged personal belongings in the course of their work. Each claim will be looked at on an individual basis.

**17.4 Safety Foot Wear**

The Employer will provide Warehouse employees with one (1) year of service with up to seventy-five dollars (\$75.00) annually towards the purchase of safety footwear.

**17.5 Payment of Wages Upon Termination**

Employees will be compensated all monies owed within forty-eight (48) hours after termination takes place.

**17.6 Personnel Files**

Employees will be provided with access to their personnel files within twenty-four (24) hours of the request.

**ARTICLE 18**  
**UNION VISITS AND BULLETIN BOARDS**

**18.1 Union Visits**

An authorized representative or executive officer of the Union shall be permitted, with the consent of the Location Manager, which will not be unreasonably denied, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union representative or executive officer shall be carried on in a place provided for, and designated by, the Employer. Time taken by such interview in excess of five (5) minutes shall not be on Employer time. Time taken for such visits shall not disrupt the serving of customers.

**18.2 Union Bulletin Boards**

The Employer agrees that the Union Steward letters and official communications from the Union to its members shall be posted on a designated space on the bulletin boards in the Brew House Grill, Executive Suites, Air Canada Club, Captain's Club, Warehouse and on the main bulletin board on the 000 Level.

**18.3 Shop Stewards' Lockers**

The Employer will provide a minimum of two (2) permanent lockers, in each locker room, for the Shop Stewards' use.

**ARTICLE 19**  
**GRIEVANCE PROCEDURE**

19.1 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, or operation of this Agreement, or alleged violation of its terms and provisions, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement.

19.2 Grievances must be submitted to the Employer, in writing, not less than fourteen (14) calendar days from the occurrence giving rise to the grievance or knowledge of the occurrence or shall be deemed to be waived and abandoned by the aggrieved party.

19.3 The parties may waive time limits by mutual consent.

19.4 Employees shall have the right to request the presence of the Shop Steward at any investigatory interviews, meetings, or discussions which may precede the imposition of discipline.

19.5 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

**1st Step:** By a discussion between the employee, with or without the Shop Steward, and

management. If a satisfactory settlement cannot be reached within five (5) days, then within ten (10) days:

**2nd Step:** The Union representative may take up the matter with the official designated by the Employer to handle labour relations. If a satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to arbitration under this Agreement.

19.6 Failure to comply with the time limits in any step of the grievance procedure shall result in a grievance being deemed to be waived and abandoned by the aggrieved party.

19.7 **Step One & Step Two Responses**

Whether done orally or in writing, no answer provided by the Union or the Employer at Step One, nor any other elements of the discussion between the parties at Step One or Step Two, may be introduced as evidence at any later step in the grievance procedure unless done by mutual consent in any particular case.

19.8 **Written Response to Discipline**

In any case where an employee has received from the Employer a written confirmation of a disciplinary penalty which the Employer intends to place on the employee's personnel file, the employee or the Union shall be entitled to submit to the Employer a written response which shall also be placed in the employee's personnel file.

**ARTICLE 20**  
**BOARD OF ARBITRATION**

20.1 Either of the parties may, within ten days of the decision made at Step 2 of the grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration and the note shall contain the name of the first party's appointee to an arbitration board. Failure to remit the grievance to arbitration within ten (10) days of the decision at Step 2 shall result in the grievance being deemed to be waived and abandoned by the aggrieved party.

20.2 The parties may mutually agree to select a single arbitrator in lieu of a three person arbitration board.

20.3 The recipient of the notice shall, within five (5) days, inform the other party of the name of its nominee to an arbitration board.

20.4 The two appointees so selected shall, within five (5) days of the appointment of the second of

them, appoint a third person who shall act as chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made pursuant to Section 86 of the Labour Relations Code upon request of either party.

- 20.5 **Authority of Arbitrator:** The arbitrator shall not add to, modify, vary, change or remove any terms of this Agreement. Wage rates shall not be subject to arbitration. The arbitrator shall have jurisdiction to determine the arbitrability of any grievance. No grievance shall be submitted to arbitration unless there is a showing of a violation of this Agreement.
- 20.6 **Payment of Expenses:** The Employer and the Union shall equally share the fees and expenses of the arbitrator.
- 20.7 **Effect of Decision:** The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees covered by this Agreement subject to the appeal provisions of the Labour Relations Code.
- 20.8 **Retroactivity:** Awards or settlements of grievances shall in no event be made retroactive except seniority beyond the date of which the grievance was first presented in Step 1 of the Grievance Procedure. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation determined by the Arbitrator to be deducted from the award.

## **ARTICLE 21**

### **EXPEDITED SETTLEMENT OF DISPUTES**

- 21.1 If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of this Agreement, Wayne Moore, or a substitute agreed to by the parties, shall at the request of either party:
- (a) investigate the difference;
  - (b) define the issue in the difference; and
  - (c) make written recommendations to resolve the difference;
- within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.
- 21.2 Recognizing that there are times when an expedited arbitration may be desirable, the parties

agree that the following process may be used as a substitute for the formal grievance procedure outlined in this Agreement:

- (1) The process can only be used by mutual agreement between the parties to this Agreement.
- (2) The outcome will be binding on the parties.
- (3) The cost will be borne in accordance with Section 103 of the Labour Relations Code, i.e. Employer - 1/3, Union - 1/3, Government - 1/3.
- (4) The procedure cannot be used if an application for a Settlement Officer under Section 87 of the Labour Relations Code has been made by either party.
- (5) The number of cases to be heard at any given time will not exceed three (3).
- (6) The parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
- (7) Wherever possible the arbitrator will attempt to mediate a settlement between the parties.
- (8) In any case where the arbitrator must write a decision, such decision shall be brief and to the point.
- (9) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- (10) General rules of evidence will be waived except for the rule of “onus”.
- (11) **Procedure Guidelines:**
  - (a) **The Opening Statement:** This should basically set out the case from each party’s perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
  - (b) **The Hearing:** Sufficient witnesses should be called to ensure the “story” is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
  - (c) **The Argument:** As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of this Agreement be canvassed by counsel to ensure that all relevant clauses are put before the arbitrator.
  - (d) **Mediation:** Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before the arbitrator. Specifically, if

counsel can assist in assessing credibility and/or contradictory evidence, they should do so.

- (e) **The Decision:** If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of the arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

- (12) With respect to grievances involving customer complaints, the following will apply:
  - (a) the person to whom the complaint was given be called to testify;
  - (b) bargaining unit or staff employees who can provide direct evidence with respect to the evidence be called to testify;
  - (c) wherever possible, the complaint be committed to writing, in the customer's own handwriting;
  - (d) prior to the hearing, the parties discuss the evidence so there are no surprises.
- (13) The Mediator/Arbitrator will be selected from a list to be compiled by the parties.

## **ARTICLE 22** **COMMITTEES**

- 22.1 (a) On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- (b) All Stewards who attend Union/Management meetings will be compensated at straight time for all hours spent attending such meetings.

### 22.2 **Occupational Health & Safety Committee**

The Employer and Union will cooperate to promptly form an Industrial Health and Safety Committee composed of employees and Employer representatives in a number determined by the parties and with such sub-committees as the parties agree to be necessary to meet the requirements of the workplace. Employees on the committee will be chosen in a manner determined by the Union. The Committee will assist in creating a safe workplace, recommend actions to improve the effectiveness of the industrial health and safety program in the workplace and promote compliance with the Industrial Health and Safety Regulation and the Workers' Compensation Act.

**ARTICLE 23**  
**UNIFORMS**

- 23.1 It is the intention of the Employer to issue uniforms or partial uniforms to most and possibly all employees and if such uniform or partial uniform is issued:
- (a) the Employer may deduct an amount equal to 50% of the value of the uniform from the wages of an employee in two (2) separate installments as a deposit to be held by the Employer. The deposit will be returned to the employee upon termination of his/her employment and return of the uniform in the condition in which it was issued to the employee, reasonable wear and tear excepted;
  - (b) the Employer may require the employees to launder the uniform in which case the employee will be compensated in the amount of twenty-five cents (\$0.25) per event.

**ARTICLE 24**  
**WAGES, BENEFITS AND SERVICE CHARGES**

24.1 **Basic Wage Rates**

Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "A", however, an employee will not be prevented from receiving a higher rate of pay for his/her classification.

24.2 **New Classifications Established**

When a bona fide new classification is to be established which cannot be properly placed in the existing wage scale by mutual agreement between the parties, the Employer will establish the classification and rate on a temporary basis.

24.3 **Notification of New Classification**

Written notification of the classification and the applicable wage rate will be furnished to the Secretary of the Union.

24.4 **New Rates & Classifications**

The new rate and classification shall be considered temporary for a period of twenty-one (21) calendar days following the date of notification to the Secretary of the Union. During this period (but not thereafter) the Secretary of the Union may request the Employer to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate except as otherwise mutually agreed. If no request has been made by the Union to negotiate the rate within the twenty-one (21) calendar day period, the temporary classification and rate shall become a part of the wage scale.

24.5 The Employer and the Union agree to allocate service charges in accordance with Appendix "B".

**ARTICLE 25**  
**EXPIRATION AND RENEWAL**

- 25.1 (a) This Agreement is effective from December 11, 2001 to and including December 10, 2004. Thereafter, this Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
- (i) the Union commences a legal strike;
  - (ii) the Employer commences a legal lockout;
  - (iii) the parties enter into a new or further Agreement.
- (c) During the continuation period provided in (b) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered a delivery receipt must be obtained.

25.2 The parties agree to exclude the operation of subsections 50(2) and (3) of the Labour Relations Code.

**IN WITNESS WHEREOF** the parties hereto have hereunder caused their seals to be affixed under the hands of the proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Hotel, Restaurant & Culinary  
Employees & Bartenders Union,  
Local 40

**ARAMARK** Entertainment Services  
(Canada) Ltd.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX "A" - WAGE RATES

POSITION	DEC 11'01	DEC 11'02	DEC 11'03
<b>GENERAL ALL AREAS</b>			
Event Supervisors	\$11.95	\$12.19	\$12.44
Bartender/1st Mixerologist (Tipped)	\$9.38	\$9.48	\$9.57
Service Bartender	\$12.83	\$13.09	\$13.35
Busperson/Barperson	\$9.48	\$9.67	\$9.86
Janitor	\$10.71	\$10.92	\$11.14
Housekeeper	\$11.70	\$11.93	\$12.17
<b>CONCESSIONS</b>			
Stand Leader	\$10.84	\$11.06	\$11.28
Cashier	\$9.75	\$9.95	\$10.15
Concession Cook	\$10.04	\$10.24	\$10.44
Food Prep./Attendant	\$9.48	\$9.67	\$9.86
<b>CLUB SEATS</b>			
Order Taker/Runner -Guaranteed Gratuity	\$9.38	\$9.48	\$9.57
<b>SUITES</b>			
Event Supervisor	\$11.84	\$11.96	\$12.08
Suite Attendant - Guaranteed Gratuity	\$9.38	\$9.48	\$9.57
Suite Cashier	\$11.70	\$11.93	\$12.17
Expediter	\$9.38	\$9.48	\$9.57
<b>CAPTAIN'S CLUB, BREW HOUSE GRILL</b>			
Event Supervisor	\$11.84	\$12.08	\$12.33
Host/Hostess	\$10.04	\$10.24	\$10.44
Waiter/Waitress - Tipped	\$9.38	\$9.48	\$9.57
<b>KITCHEN - Suites, BC Club, Orca Bay Grille, Catering</b>			
First Cook	\$14.79	\$15.09	\$15.39
Second Cook	\$13.26	\$13.53	\$13.80
Third Cook	\$11.63	\$11.86	\$12.10
Utility/Dishwasher	\$9.74	\$9.94	\$10.14
<b>COMMISSARY</b>			
Quality Control Supervisor	\$12.96	\$13.22	\$13.48

<b>POSITION</b>	<b>DEC 11'01</b>	<b>DEC 11'02</b>	<b>DEC 11'03</b>
Commissary Cook	\$10.04	\$10.24	\$10.44
<b>WAREHOUSE</b>			
Distribution/Receiving Person	\$10.55	\$10.76	\$10.98
Warehouse Supervisor	\$12.70	\$12.95	\$13.22

Employees hired after December 11, 1998 shall receive 15% less than the appropriate above scheduled rates of pay for the first ninety (90) calendar days of employment. Upon completion of this ninety (90) calendar day probationary period the employees shall receive the full position rate.

**APPENDIX "B"**  
**SERVICE CHARGES**

The Employer shall guarantee a fifteen percent (15%) service charge of the total of food and beverage in Suite Service areas and normal Catering situations. (For greater certainty - religious and/or charitable organizations and/or box lunch type servings may not have service charges imposed.)

On those occasions where individuals or members of a group are provided on a complementary basis with food and/or beverage items or other services for which there is customarily a charge, the Employer shall guarantee a minimum service charge of 10%, based on the customary price for those goods or services being complemented. This service charge shall be paid to the bargaining unit employee(s) concerned price.

When the Employer has imposed mandatory Service Charges, such charges will be distributed as follows:

- 70% of Service Charges generated from Catering and Suite Services shall be distributed to the direct service employees.
- 30% of Service Charges generated from Catering and Suite Services will be retained by the Company.

Any non-predetermined gratuities received by bargaining unit employees, either in cash or signed for on the chit, shall remain the exclusive property of the wait staff responsible for serving the customer. No management personnel shall solicit, suggest, impose or compel any compensation from the wait staff.

Any information relating to the amount of gratuity/service charge and the distribution thereof to bargaining unit employees shall be made available to those bargaining unit employees and a representative designated by the Union.

Payment of service charges shall be made to bargaining unit employees no later than the payday for the payroll period in which service was rendered, insofar as possible. However, in no event shall service charges be paid later than the succeeding payroll period following the event.

**APPENDIX "C"**  
**HEALTH CARE BENEFITS DEFINED**

Effective January 1, 1999, all employees who have been employed with the Employer for a period of four (4) months or longer are eligible for Medical Service Plan (MSP). After an

employee has been employed for twelve (12) months or longer they will become eligible for Dental Care. Employees who wish to participate in this benefit must be members in good standing with the Union. Employees must work a minimum of four (4) hours in each month except those employees who are on the following approved leaves:

- Family Responsibility Leave
- Maternity
- Parental
- Sick Leave
- Bereavement
- Jury/Witness Duty
- Vacation Leave

Further, there will be no requirement for hours worked in the months in which no work is available pursuant to an employee's seniority.

**LETTER OF UNDERSTANDING #1**

**between**

**HOTEL, RESTAURANT & CULINARY EMPLOYEES  
& BARTENDERS UNION, LOCAL 40**

**and**

**OGDEN ENTERTAINMENT SERVICES OF CANADA INC.**

It is agreed that a new department will be created titled "Commissary".

All employees who as of December 11, 1998 occupy positions in the commissary area in the classifications of Food Prep and Concession Cook will be re-classified as Commissary Cooks.

Those employees affected will carry their company seniority to their new classification.

Classification seniority will be established by using the employee's company seniority.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Hotel, Restaurant & Culinary  
Employees & Bartenders Union,  
Local 40

ARAMARK Entertainment Services  
(Canada) Ltd.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

