

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of December, 2000.

**B E T W E E N :**

DELTA HOTELS LIMITED,  
OPERATING DELTA OTTAWA HOTEL & SUITES

Hereinafter referred to as the "**COMPANY**"

**OF THE FIRST PART**

-and-

HOSPITALITY & SERVICES TRADES UNION, LOCAL 261

Hereinafter referred to as the "UNION"

**OF THE SECOND PART**

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**NOW THEREFORE** the parties agree as follows:

### **ARTICLE I - PURPOSE**

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and the Union, [ ] to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, benefits, hours of work and wages for all employees who are subject to the provisions of this Agreement.

1.02 It is the mutual desire of the parties to ensure a first class hotel standard of service is available for guests whenever they utilize the Hotel and/or its services. The Company, the Union and the employees pledge their commitment to provide this level of service.

### **ARTICLE II - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees, save and except Assistant Department Manager, persons above the rank of Assistant Department Manager, office and sales staff, front desk personnel and security personnel.

2.02 Whenever the male gender is used in this Agreement, it shall be understood to include the female gender and the singular shall include the plural and vice versa.

2.03 a) Persons employed by the Company who are not subject to this collective agreement shall not perform work which would otherwise be performed by members of the bargaining unit, except in unforeseeable emergency situations due to illness, unexpected absenteeism, tardiness, bereavement, or accident. In such situations non-bargaining unit personnel may temporarily assist bargaining unit employees if necessary until replacement staff report to work to cover the staff shortage.

b) Notwithstanding the above, bargaining unit work that is currently being performed by persons in the employ of the Company, not subject to this collective agreement, shall be permitted to continue.

c) In the situation where there are insufficient bargaining unit employees available to work a particular banquet function, the Company may utilize persons from an outside agency to augment the Company's employee complement. In such event, the Company shall advise the outside agency that as a condition of its contract with the Company, the outside agency shall compensate the Union a fee of \$2.50 per shift per agency person contracted to the Company and that said monies are remitted to the Union in accordance with the written direction of the Union.

d) In addition, any manager who assists in the performance of bargaining unit work may continue, provided such assistance does not result in a loss of hours for bargaining unit employees.

2.04 The Company agrees that during the life of this agreement there will be no contracting out

of any work that is regularly performed by a bargaining unit employee if the result is the elimination of bargaining unit employees. This provision shall not prevent the Company from continuing to contract out duties pursuant to past practice.

### **ARTICLE III - UNION SECURITY**

3.01 All present members of the Union, and employees employed within the scope of this Agreement shall, as a condition of employment, become and remain members in good standing of the Union.

3.02 Provided the Company complies with the written directions issued by the Union, the Union agrees to save the Company harmless from any claim by an employee arising out of the collection of Union dues.

3.03 The Company shall deduct and remit the above mentioned monies to the Union as directed in writing, in accordance with the Union's By-Laws, as amended. In the event the Company cannot accommodate the directions issued by the Union, the parties agree to meet to discuss alternate methods of accommodating the Union's needs, so long as it does not result in additional costs to the Company.

3.04 Assessments or arrears shall be deducted and remitted on the next deduction period unless otherwise directed by the Union.

3.05 The Union will provide the Company with a minimum of thirty (30) days advance notice, in writing, of any changes to the union dues structure and/or amounts to be collected.

3.06 The Company, hereby, agrees that all monies deducted from employees with respect to union monies shall be deemed to be held in trust for the union and considered not to be part of the assets of the Company. In the event of a bankruptcy, the monies so deducted shall be considered separate from the Company's assets.

3.07 The Company further agrees that in event of an employee being on vacation at the time of a regular dues deduction, such deduction shall be made from the employee's vacation pay.

3.08 The Company will provide a copy of the collective agreement to each new employee.

3.09 Each new employee shall furnish the Company at the time of hire with a signed application for Union membership and dues checkoff authorization. The form, a copy of which shall be forwarded to the Union. [ ]

### **ARTICLE IV - MANAGEMENT RIGHTS**

4.01 The Union acknowledges that, subject to the terms of this Agreement and as is permitted by law, it is the exclusive function of the Company to:

- a) maintain order and efficiency; [ ]
- b) hire, [ ] retire, layoff and recall, classify, direct, transfer, promote, or to discharge,

demote, suspend or otherwise discipline any employee who has acquired seniority for just cause subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;

c) maintain and enforce reasonable rules and regulations to be observed by employees. An employee shall have the right to lodge a grievance in the event such rules and regulations are enforced in a discriminatory manner. Copies of all such rules shall be forwarded to the Union Office;

d) generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to plan, direct and control operations, to direct the work forces, to determine the number and location of facilities, to determine the quality or service, and processes, methods, and procedures to be employed, to establish schedules of work subject to the terms of this Agreement, to establish schedules of production, standards of performance, to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement. The Grievance Procedure shall apply.

#### **ARTICLE V - RELATIONSHIP**

5.01 The Union agrees that there will be no solicitation for membership, collection of dues (except as otherwise provided in this Agreement), or other Union activity at the work location or on the premises of the Company.

#### **ARTICLE VI - NO STRIKES - NO LOCKOUTS**

6.01 The Union agrees that during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.

6.02 The Union and the Company agree that the employees and the Company will not be involved in any dispute [ ] which may arise between any other employer which is a tenant of the building and the employees of such other employer.

#### **ARTICLE VII - REPRESENTATION**

7.01 a) The Company acknowledges the right of the Union to appoint, elect or otherwise select four Shop Stewards from amongst employees of the Company (who have completed their probationary period of employment) for the purpose of assisting employees in presenting grievances to the Company in accordance with the provisions of this Agreement and to perform other Union-related tasks.

b) The Union and the Company agree that the Shop Stewards, a Local Union representative and the People Resources Director, and or her designate, which shall constitute the

Labour/Management Committee, will meet as required but at least quarterly to discuss and review current labour relations issues in the Hotel. The focus of the sessions will be to review and exchange information in an effort to promote harmonious relations between the parties.

7.02 The Union shall keep the Company notified in writing of the names of the Shop Stewards and the effective dates of their appointment.

7.03 The Union acknowledges that Shop Stewards have their regular duties to perform on behalf of the Company, and therefore will not leave their regular duties to perform Union-related tasks without first obtaining permission of their immediate supervisor, or in his absence the General Manager or his designate. Granting of permission shall be at the reasonable discretion of the immediate supervisor, or in his absence the General Manager or his designate. In determining whether to grant permission for such a request, the Company shall assess the urgency of the circumstances and the impact upon operational requirements. When performing their regular duties, Stewards will report again to their immediate supervisor, or in his absence the General Manager or his designate. Pursuant to this understanding the Company will compensate Stewards for time necessarily spent during their work hours in dealing with grievances and Union-related tasks.

A maximum of two (2) Shop Stewards shall be released from duty for the time required to attend any on site Union meeting, to a maximum of four (4) meetings per calendar year, involving the general membership of the bargaining unit without loss of pay, provided his attendance will not adversely affect the Company's operations. The Union shall provide the Company with forty-eight (48) hours written notice of such meetings.

7.04 The Company agrees to continue to provide, at no cost to the Union, a secure telephone line with voicemail features, for the exclusive use of the Union and the bargaining members for internal communications between them.

### **ARTICLE VIII - GRIEVANCE PROCEDURE**

8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

8.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance. However, when an employee's grievance is of such a nature that the employee concerned could not have been aware of its alleged occurrence at the actual date of same, the grievance shall be deemed, for all purposes, to have occurred on the first date on which the employee could reasonably have had such awareness.

8.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No.1 If an employee has any complaints or questions which he wishes to discuss with the Company he shall take the matter up with his Department Head or Designate and may be accompanied by his Steward if he requests such assistance.

If such complaint or question is not settled to the satisfaction of the employee

concerned within twenty-four (24) hours, or within any longer period which may be mutually agreed at the time, then the following steps of the grievance procedure may be invoked in order.

Step No.2 Any employee having a grievance or any one employee who is designated as a member of a group of employees having a grievance shall then take the grievance up with the Steward. The Steward shall refer the grievance to the Union Local where it shall be reduced to writing. The grievance shall be presented to the People Resources Director or Designate within seven (7) days after the occurrence of the matter which is the subject of the grievance. The grievance shall contain the names of all the employees who have the same grievance. The People Resources Director or Designate shall deal with the grievance and provide his answer in writing within two (2) days after he receives the grievance.

Step No.3 If the matter is not settled at Step 2 the Union Local representative shall take up the grievance with the General Manager or Designate within five (5) days after the Union receives the answer from Step 2 or the date the answer from Step 2 was due. If the grievance is not settled within a further period of forty-eight (48) hours after it has been presented to the General Manager or his designated representative, then at the request of either party to this Agreement, the grievance may be referred to arbitration provided the request for arbitration is made in writing within five (5) days after the period of forty-eight (48) hours referred to above has expired.

8.04 All limits contained herein and in Article IX and Article XI shall exclude Saturdays, Sundays and Declared Holidays. The parties are agreed that the time limits outlined herein may be extended by mutual agreement in writing.

8.05 If a grievance is not processed within the time limits set forth above by the Company, it shall automatically proceed to the next step of the grievance procedure.

## **ARTICLE IX - DISCIPLINARY ACTION**

9.01 a) No employee shall be disciplined or discharged without just cause.

b) No bargaining unit employee shall discipline another bargaining unit employee.

c) The Union acknowledges that the dismissal of a probationary employee may be carried out for reasons less serious than what would be justified for a non-probationary employee and may be carried out at the discretion of the Company at any time during the probationary period. Grievance procedures shall not apply to employees who have not attained seniority unless there is a claim that said decision to terminate is arbitrary, discriminatory or in bad faith.

9.02 Where an employee has been discharged or suspended, he shall have the right to interview his shop steward for a reasonable period of time before leaving the premises. The employee shall be given written reasons for the discharge or suspension within seven days and a copy shall be forwarded to the Union. The employee shall also be given the appropriate documentation for employment insurance purposes.

13 Any grievance relating to a suspension or discharge shall be filed at Step 3 within five days

from the date of the Union receives the written reasons for the suspension or discharge. Receipt of the written reasons shall be proven by means of a facsimile confirmation.

9.04 Grievances alleging unjust discharge may be brought by either the Company's act in dismissing the 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.

9.05 a) Notations and/or documentation which is related to discipline or is intended to be applied in a disciplinary context shall be placed on an employee's record unless it is first discussed with the employee in the presence of his Union Steward or the Union Business Agent if his presence is requested. A copy of any adverse record shall be supplied to the employee and a copy shall be forwarded to the Union.

9.05 b) Prior discipline cannot be used in progressive discipline if eighteen (18) months has elapsed from the date of the incident which gave rise to said prior discipline, except if the incident is of a like or similar nature, in which case the record of all previous discipline may be referred to.

9.05 c) Except as otherwise provided above, all entries to an employee's file form a permanent part of the of the employee's record.

9.06 Upon request by an employee, that employee's record will be available for review by the employee, or a representative of the Union (if so requested by the employee), subject to reasonable notice being given of the request, and arrangements being made for a mutually convenient time for the review.

9.07 The parties have agreed that grievances should be settled in the Grievance Procedure. To ensure this, the parties agree that they shall endeavour to produce all relevant documentation on which the parties intend to rely at Arbitration [ ] for inspection during the Grievance Procedure.

#### **ARTICLE X - INDIVIDUAL DISCUSSION OF PROBLEM**

10.01 No arrangement(s) shall be made between the Company and the employee(s) that may be against the law and/or that conflict with the terms of this Agreement.

#### **ARTICLE XI - COMPANY AND UNION GRIEVANCES**

11.01 If the Company or Union wishes to file a Grievance, the party wishing to grieve shall do so by mailing a copy of its grievance to the Union or Company, as the case may be, within thirty (30) working days of the occurrence of the event on which the grievance is based. No such grievance shall be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under Article VIII nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Article. The party which receives the grievance shall answer the grievance in writing within five (5) working days after receipt of same but, if there is no answer given in writing then it shall be deemed that the claim



of the grievor has been refused. If the grievance is not settled by the parties through this procedure, it can then be submitted to arbitration under the Arbitration Procedure of this Agreement within five (5) days after the expiration of the five (5) working days referred to above.

## **ARTICLE XII - ARBITRATION**

12.01 Either party, may within ten (10) days of the decision made at step 3 or, in the event that Step 3 decision was not rendered within the specified time frames, serve notice to the other of their intention to refer the grievance to arbitration.

12.02 The Arbitration Board shall consist of a single arbitrator selected by mutual agreement between the parties. In the event the parties are unable to agree on an arbitrator, one shall be appointed by the Ministry of Labour. [ ]

12.03 No person shall be appointed as arbitrator who has been previously involved in attempts to negotiate or settle the grievance.

12.04 Each of the parties hereto shall bear equally the expense of the arbitrator. [ ]

12.05 No matter will be referred to arbitration without first being properly addressed in the grievance procedure.

12.06 The Arbitrator shall not be authorized to make any decision that is inconsistent with the provisions of the Agreement, nor to alter, modify, or amend any part of the Agreement except that the Arbitrator may, at his discretion, modify any penalty which has been imposed on the aggrieved employee(s).

12.07 The Arbitrator [ ] shall hold a hearing as soon as possible and render his decision within thirty (30) days after the hearing. The decision of such Arbitrator [ ] shall be final and binding amongst the parties. [ ]

12.08 The Company shall provide the facilities used to convene the hearing at no cost to the Union.

## **ARTICLE XIII - SENIORITY**

Purpose - The purpose of seniority is to afford preferences to senior employees in recognition of their length of service with the Company. Seniority is intended to provide maximum work opportunity to senior employees.

13.01 a) Classification seniority within the department shall apply to matters related to the job.

The applications of this type of seniority are as follows:

- reduction of working hours
- selection of available days off
- vacation preference
- promotions and demotions (subject to the provisions set out in 13.02 a))
- selection of shifts subject to the right of the Company to establish schedules

of work as set out in 4.01 d)

- temporary transfers to a higher paid job as set out in Article 21.01
- layoff and recall (subject to the provision set out in 13.02 c))
- overtime (subject to 20.03)

b) Company seniority shall be based on length of service with the Company from the last date of hire, subject to Article XIII and shall apply to all other benefits set out in the Collective Agreement.

13.02 a) When promotions or demotions are made, or vacancies occur within the staff covered by this agreement,

seniority, skill, competence, efficiency and reliability shall be determining factors. Where skill, competence, efficiency and reliability are equal, seniority shall be the governing factor.

b) Subject to the provision of this [ ] Agreement, when establishing schedules of work, the Company shall ensure all work within a classification is [ ] performed by bargaining unit employees within that classification and department, by seniority. This article shall not give employees the right to refuse assignment of work in another classification as may be provided elsewhere in the Agreement.

c) Provided there are employees performing the work in the classification in the department concerned, the following lay off or cutback procedures of employees in the classification concerned shall apply in reverse order of seniority:

- i. volunteers (by seniority)
- ii. probationary employees; reverse order of seniority
- iii. part-time employees; reverse order of seniority
- iv. full-time employees; reverse order of seniority

In the application of (c)(i) above, the parties agree that hours worked by a part-time employee who is substituting for a full-time employee exercising this option, shall not be used to determine the part-time employee's eligibility to become full-time.

Before any new employees are hired in the classification in the department concerned, laid off employees in the classification shall be recalled to work by registered mail in the reverse order to which they were laid off.

1) Should an employee, who has exhausted their recall right pursuant to article 13.04, wish to be considered for any job vacancy, they shall advise the Company of such wish in writing within the posting period. Such employee shall be given consideration after applications by existing employees have been rejected and before any outside applicants are hired. In the event such employee is rehired, he shall acquire seniority from the new date of hire.

e) The Company shall provide written notice of layoff as far in advance as possible to

not less than 48 hours prior to the effective date of the layoff except in situations outside the Company's control (Acts of God, Fire, Flood, etc.).

13.03 Following a two week orientation period (fourteen [14] calendar days), new employees shall be on probation for a period of:

full time employees -- 60 calendar days

part time employees -- 60 calendar days

after which the employee shall be placed on the respective seniority list(s) from the date of hire. Seniority shall become effective after the completion of the probationary period.

13.04 **An** employee shall lose **all** seniority and his employment deemed to have been terminated if he is laid off for a period **in excess of fifty-two (52) weeks**.

13.05 Any employee who has been laid off and who is notified to return to work (by registered mail) and does not return to **work**, and does not notify the Company of his intention to return to work, within five (5) days (Saturday and Sunday excluded) shall be considered as having terminated employment with the Company. Employees must notify the Company and the Union of any change of address during the life of this Agreement.

13.06 Up to date seniority lists, for the respective seniority groups indicating starting date and classification, shall be posted by the Company within clear view for all employees to see, within thirty (30) days of the signing of this Agreement. These lists shall be revised and posted every three (3) months and a copy provided to the Union. For employees hired on the same day, their position on the seniority list will be determined alphabetically.

13.07 The Union office shall receive, within ten (10) days of posting, a copy (s) of the seniority list.

13.08 Employees absent due to illness or injury shall retain their seniority, but shall not accumulate seniority after the expiration of weekly indemnity benefit entitlement or the expiration of twelve (12) months, whichever occurs later, at which time the employee shall lose all seniority and his employment shall be deemed to have been terminated, save and except employees who have a handicap or disability within the meaning of the Ontario *Human Rights Code*, in which case, such employee shall not be subject to the loss or reduction of any rights or benefits afforded him under this Agreement.

13.09 Any employee's reinstatement after a period of sick leave in excess of seven (7) consecutive working days will be conditional on his supplying, when requested, a certificate from a physician **di :a that he is fit to return to work to his regular duties.**

13.10 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity for a period of sixty (60) calendar days.

Where the employee chooses not to return to his former position within the said sixty (60) calendar day period, the employee will cease to be covered by the terms of the Agreement and all rights and

seniority claims shall be terminated.

13.11 Provided there continues to be work within their classifications, in the event of a lay off, shop stewards shall be deemed to be the most senior employee within their classification. Should a shop steward be laid off, he shall be the first to be recalled within his classification and department.

13.12 a) If a full-time employee with two years or more seniority is placed on part-time as a result of the application of this Agreement, the Company agrees to continue to cover the employee for his benefits as outlined in Appendix "C" for three (3) months. If a full-time employee with less than two years seniority is placed on part-time as a result of the application of this Agreement, the Company agrees to continue to cover the employee for his benefits as outlined in Appendix "C" for the remainder of the month in which the employee's status is converted plus one additional month.

This provision shall not apply if the employee requests the transfer.

b) If due to a shortage of work, a full-time employee is laid off, the Company agrees to continue to cover the employee for all the benefits outlined in Appendix "C" to the end of the calendar month in which the layoff occurs, plus one additional month.

13.13 If, due to a shortage of work, a full-time employee's status is changed to that of a part-time employee, no new full-time employees shall be hired in that classification until those reclassified as part-time are returned to their full-time status in the department concerned.

13.14 Vacancies for new jobs and permanent positions within the bargaining unit shall be posted for a minimum period of six (6) days. Notwithstanding the above, should vacancies occur within a classification having a complement of part-time employees, such vacancies shall be offered to the most senior qualified part-time employee(s) within the classification within the department, by seniority. After applying this process, any resultant vacancy shall be posted pursuant to the above.

13.15 If the Company creates a new classification within the bargaining unit, the Company agrees to inform the Union of the new classification and the rate payable. If the Union disagree with the wage rate the grievance procedure shall apply.

#### **ARTICLE XIV - LEAVE OF ABSENCE**

14.01 The Company may grant leave of absence without pay and without loss of seniority to an employee for personal reasons. The Union shall be notified of leaves of absence in excess of four (4) months. All requests for such leaves of absence shall be in writing as far in advance as practical. The Company agrees to reply to such requests within seven (7) working days. If an employee fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to the employee, the Union and the Company have been made for an extension of such leave, it shall leave the employee subject to disciplinary action. If an employee utilizes a leave of absence for purposes other than those of which the leave of absence may be granted, the employee shall lose all seniority and his employment shall be deemed to have terminated.

14.02 The Company agrees to grant [ ] employees [ ] pregnancy and/or parental leave, in

accordance with the provisions of the *Employment Standards Act* as amended.

14.03 Leave of absence will be granted to not more than one (1) employee who has been elected by the Union membership as a delegate to attend a Union Convention or Seminar and to not more than three (3) employees who have attained seniority and who have been selected by the Union to attend meetings on negotiations for a Collective Agreement or renewal thereof.

#### **ARTICLE XV - BEREAVEMENT LEAVE**

15.01 Full time employees who have completed their probationary period shall be entitled to receive three (3) days leave of absence and will be paid their regular rate for each regularly scheduled work day that occurs within such three (3) day period:

a) In the event of a death in an employee's immediate family, that is, spouse, common law spouse, son or daughter, father or mother, brother or sister, mother-in-law or father-in-law.

b) In the application of this Article, the Company agrees to recognize "common-law" relations in the same fashion as relations by way of "marriage" are recognized where the employee and their common-law spouse live together in a conjugal relationship for a period of no less than one (1) year.

c) In order to qualify for the foregoing leave of absence, upon request, an employee must supply satisfactory proof by way of a doctor's certificate or newspaper clipping and must promptly notify his or her department head.

15.02 Where an employee is required to serve on a jury or is required to attend a legal proceeding or other than an arbitration or where he is the accused, he shall be permitted to do so without loss of pay or benefits. The amount of wages to be paid by the Company shall be adjusted as required to offset any monies received as compensation by the employee for such attendance. Where attendance is required by the Company for a matter in which the Company is a party, the time spent by the employee shall be considered as time worked.

#### **ARTICLE XVI - BULLETIN BOARD**

16.01 The Company shall provide a bulletin board in a mutually satisfactory location on the premises for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the local Union, and submitted to the Manager or his authorized representative for approval before being posted. Such approval shall not be unreasonably withheld.

#### **ARTICLE XVII - ACCESS TO PREMISES**

17.01 No more than two Union Local representatives [ ] shall be permitted to enter the non-public areas of the Company's premises, after informing the People Resources Director, or her designate, of their presence. The Union agrees that the visits of such Union Local 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 this Agreement are being implemented and not for the purpose of soliciting membership.

### **ARTICLE XVIII - LOCKERS AND DRESSING ROOMS**

18.01 The Company agrees to provide ample and sanitary dressing rooms with individual lockers for all employees.

18.02 The current practice concerning general locker inspections shall be continued for the life of the / In the event that only the locker of a specific employee is to be searched, such search shall not be conducted unless in the presence of the employee and the Shop Steward. Where the employee is not available, in emergency circumstances, the search may be conducted in the presence of the Shop Steward.

### **ARTICLE XIX - BONDING**

19.01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Company's bonding company immediately terminates his employment. In the event that the bonding company refuses to continue bonding of an employee with seniority, the Company shall provide the Union with full written reasons for such refusal. If the Union feels that the action of the bonding company is unfair, unjust or discriminatory, the matter may become subject to the Grievance and Arbitration procedure.

### **ARTICLE XX - HOURS OF WORK AND OVERTIME**

20.01 The standard work week shall commence at 12:01 am Monday and end at 12:00 midnight on Sunday and shall consist of up to forty (40) hours per week comprised of up to eight (8) hours per day five (5) days per week. The Company shall employ its best efforts to arrange schedules so employees will have two (2) consecutive days off during each work week. This provision shall not be interpreted as a daily or weekly guarantee of hours and/or days of work, unless otherwise provided in this Agreement.

20.02 Where no employee is available to work a shift or the extension of a shift at straight time, and the Company thereupon determines that it is necessary to assign the work on an overtime basis, the following provisions will govern the assignment of overtime:

a) Where the Company's determination was made twenty-four (24) hours or more in advance of the start of the overtime shift:

- i) the overtime hours will be offered to the most senior employee within the classification;
- ii) if the most senior employee declines the offer, the overtime hours will be

- offered to other employees within the classification in order of seniority;
- iii) if no employee within the classification is willing to work the overtime hours, the Company will assign the work to the most junior employee within the classification; and
- iv) the Company shall not be required to offer or permitted to assign the overtime hours to an employee if, as a consequence of working the overtime hours, the employee is prevented from receiving a period of eight (8) consecutive hours of rest immediately preceding his next shift.

b) Where the Company's determination was made less than twenty-four (24) hours in advance of the start of the overtime shift, the overtime will be assigned in accordance with the provisions of paragraph a) above but the Company shall not be required to call in a senior employee to work overtime if there is a junior employee already at work and otherwise eligible to work the overtime hours as an extension of his shift.

~~20.03~~ Overtime at the rate of time and one-half of the employee's basic rate shall be paid for all hours worked on an employee's sixth or seventh day worked in the Hotel's work week, and for all hours worked in excess of forty hours per week and eight hours per day, and for all hours worked on a day where an employee is called in to work from vacation.

~~20.04~~ Except where it occurs as a result of the employee's actions, where the period of rest between a full-time employee's finishing time from one shift, including time taken for their starting time for their next shift is fewer than eight (8) hours the full-time employee shall be paid at the rate of time and one-half the regular rate for all hours worked during the next shift. The employer is not obligated to schedule a shift with less than eight (8) hours rest between shifts.

20.05 There shall be no pyramiding of overtime.

~~20.06~~ Each employee shall be allowed one (1) ten (10) minute rest period in each four (4) hour segment of a shift, and such time shall be regarded as time worked. Each employee shall be allowed a one-half (1/2) hour meal period during each shift. Such meal period shall not be regarded as time worked.

20.07 a) Once a full-time employee reports to work on a regularly scheduled day, he shall receive guaranteed pay for eight (8) hours, save and except servers in dining rooms and lounges, who shall receive six (6) hours. Bartenders and Health Club employees shall receive four (4) hours.

b) During the last two (2) weeks of the year and the week preceding and following the Easter vacation and the winter break weeks in March (2 weeks), the Company shall continue to schedule full-time employees by seniority, using the current practice of maximizing hours, and in accordance with 20.07(a) above, however, where operational requirements result in a reduced

work assignment consisting of fewer than the number of guaranteed hours in 20.07(a) above, said reduced hours will be offered to employee by seniority. Such reduced hours shall not be fewer than four (4) hours.

20.08 a) Split shift assignment shall be confined to gratuity employees and bus persons and shall be confined to not more than two (2) tours of duty to a maximum total of eight (8) hours work within a spread of twelve (12) consecutive hours in any one day.

b) Split shift assignments for health club employees shall be permitted to a maximum of eight (8) hours work within a spread of twelve (12) consecutive hours in any one day.

c) For full time employees, where the time between two (2) tours of duty of a split shift exceed one (1) hour, the Company shall pay to the affected employees(s) a premium in the amount of three dollars (\$3.00) for each such occurrence.

20.09 a) The Company agrees to post weekly schedules forty-eight (48) hours prior to the commencement of the work week. The posting of such schedules shall not be construed as a guarantee that work will be available or a guarantee of hours of work per week except as otherwise provided herein.

b) In the event that not enough staff are available to cover the scheduled hours, the Company has the option of compelling the junior employee, from the bottom **up**, to accept the hours of work as posted.

c) Changes to the work schedule of an employee's scheduled work week requires twenty-four (24) hours notice in advance in order to compel an employee to report for work or prevent an employee from reporting for their scheduled shift, except in cases of sickness, bereavement or accident causing shortage of staff. In such cases the Company shall provide as much notice in advance as possible. Communication shall be deemed to be received if the phone call made by the Hotel is no later than the twenty four (24) hours outlined above.

d) The method of verification of the phone call shall be as follows:

- i) for telephones connected to the Call Accounting System, the time and date of the phone call and the number dialled is recorded.
- ii) for telephones not connected to the Call Accounting System a supervisor or designate will call. If the employee is not reached, a member of the bargaining unit will call the number prior to the commencement of the 24 hour notice and will so verify in writing.

20.10 For part-time banquet employees, an availability factor shall continue to apply. Every second Wednesday an employee shall submit a signed statement of his availability for the following two (2) weeks. If no statement is provided, the employee will be deemed to be available for the same days of the week indicated on the availability list last provided.

20.11 When an employee is directed by the Company to attend a staff meeting during working hours, or is called in on a day off, the time spent on the day off, or time spent before or after the employee's



regular working hours, shall [ ] be regarded as time worked [ ].

### **ARTICLE XXI - TEMPORARY TRANSFERS**

21.01 Employees temporarily assigned to a higher rated classification in excess of two hours per day shall be paid the higher rate for all time worked in the higher rated classification. Employees temporarily assigned to a lower rated classification for the convenience of the Company shall not have their rate reduced.

Employees temporarily assigned to a higher rated classification in excess of two hours per day shall be paid the higher rate for all time worked in the higher rated classification. Employees temporarily assigned to a lower rated classification for the convenience of the Company shall not have their rate reduced. It is understood that this provision is not intended to apply for work requirements of a regular or frequent nature, except for coverage for meals and/or rest periods.

21.02 The parties acknowledge that it is not the intent of this Article to permit employees from one classification of a department to be temporarily assigned to perform duties of another classification for scheduled shifts without first giving available employees within the classification of a department for which the work is required, the opportunity to work.

### **ARTICLE XXII - GENERAL**

#### **22.01 Individual Agreements**

No arrangements shall be made between any employee and the Company which conflicts with the terms of this Agreement, Should the Union allege that this Article has been breached, such alleged breach shall be subject to the provisions of Article XI,

#### **22.02 Breakage**

Unless negligence is established, employees will not be required to pay for broken or damaged equipment,

#### **22.03 Responsibility**

When an employee is authorized to cash cheques, honour credit cards or credit amounts, he will not be held responsible for any losses, provided he has reasonably followed Management's instructions, but where an employee assumes personal responsibility of cashing cheques, honouring credit cards or credit accounts, without such authorization from Management, he will be held responsible.

22.04 The Company shall not prohibit the wearing of the current Union membership button.

22.05 In the event of termination of employment the provisions of the Employment Standards Act shall apply.

22.06 a) Where an issue arises with respect to the full or part time status of an employee, the parties agree that the issue shall be settled by reviewing the seven weeks of employment immediately preceding the date that the employee brings the matter to the attention of the employer. In the event

that the individual has worked more than twenty four (24) hours for four (4) or more of the seven (7) previous weeks within their classification, the individual will be determined to be full time from the determining date forward. In the event that the individual has worked twenty-four (24) hours or less for four (4) or more of the seven (7) previous weeks within their classification, the individual will be determined to be part time from the determining date forward.

b) Notwithstanding a) above, for purposes of determining entitlement to group insurance coverage only, the determination of an employee's status, i.e. as being full-time or part-time, shall be made at six (6) month intervals (January 1<sup>st</sup> and July 1<sup>st</sup> each year). If, during said six (6) month period an employee has worked an average of twenty-four (24) hours or more per week, the employee will be considered to be full-time. If, during said six (6) month period an employee has worked an average of less than twenty-four (24) hours per week, the employee will be considered to be part-time. The Company shall provide the Union with a "status" seniority list, by classification, on or before the 30<sup>th</sup> of January and July, as appropriate. The Union will be given two (2) weeks to review the status lists and raise any objections thereto. Thereafter, the list shall be deemed accurate until the next review period.

c) **Any** employee who works the full time hours normally offered to a more senior full time employee(s) who is/are absent due to a temporary period of absence shall be considered a temporary coverage and will not be considered eligible for full time status.

d) In the event that any provisions of this agreement shall be held to be valid under provincial or federal law, the validity of the remaining provisions of this agreement shall not be affected for the duration of this agreement. When such a provision is rendered invalid, it shall only become inoperative and/or modified to the extent necessary to satisfy the legislation.

e) This article shall only apply to employees with six or more months of seniority with the Company.

f) Any employee who works the full time hours normally offered to a more senior full time employee(s) who is/are absent due to a temporary period of absence shall be considered a temporary coverage and will not be considered eligible for full time status.

g) In the event that any provisions of this agreement shall be held to be valid under provincial or federal law, the validity of the remaining provisions of this agreement shall not be affected for the duration of this agreement. When such a provision is rendered invalid, it shall only become inoperative and/or modified to the extent necessary to satisfy the legislation.

22.07 In the event that any provision of this agreement shall be held to be invalid under Provincial or Federal Law the validity of the remaining provisions of this agreement shall not be affected for the duration of this agreement. Where such provision is rendered invalid it shall only become inoperative and/or modified to the extent necessary to satisfy the legislation.

**ARTICLE XXIII - APPENDICES**

23.01 The appendices attached hereto form a part of the Collective Agreement with the Union.

**ARTICLE XXIV - TERMINATION**

24.01 This Agreement shall become effective on the 1st day of July 2000, and shall remain in full force and effect until the 30th day of June 2003, and shall continue in effect from year to year thereafter, unless either party shall give written notice not more than ninety (90) days and not less than thirty (30) days before the termination of its desire to amend the Agreement.

**IN WITNESS WHEREOF** each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

**HOSPITALITY & SERVICE TRADES  
UNION, LOCAL 261**

**DELTA HOTELS LIMITED  
OPERATING DELTA OTTAWA HOTEL  
AND SUITES**

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**APPENDIX "A"**

The scale of wages are considered minimum scales and do not prohibit the Company from granting merit increases to more proficient employees.

The following hourly rates of pay shall be effective with the start of the pay period coincident with or next following the following dates:

**SEE ATTACHED "NEW WAGE INCREASE"**

Apprentice cooks shall be paid as follows:  
 Period one (not to exceed 2000 hours)  
 65% of average of unionized kitchen rates  
 Period two (not to exceed 2000 hours)  
 75% of average of unionized kitchen rates  
 Period three (not to exceed 2000 hours)  
 85% of unionized kitchen rates

**Hiring Rate**

The hiring rate shall be eighty-five percent (85%) of the applicable agreement rate for the first ninety (90) days of employment.

**Tour Baggage Gratuity**

The tour baggage gratuity shall be as follows:

current	- \$2.35
July 1, 2001	- \$2.45
July 1, 2002	- \$2.55

**Banquet Gratuities**

a) The banquet gratuities shall be split as follows:

Upon ratification	- 81% tip pool	for employees
	19%	for management
July 1, 2001	83% tip pool	for employees
	17%	for management
July 1, 2002	- 85% tip pool	for employees
	15%	for management

b) Distribution of the Union member's portion shall remain as currently distributed

NEW WAGE INCREASE

DEPT Classification	Jun-99	Probationary		Probationary		Probationary	
		85%	Jul-00	85%	Jul-01	85%	Jul-02
Room attendant	\$11.90	\$10.42	\$12.26	\$10.73	\$12.62	\$11.16	\$13.13
Houseperson	\$11.54	\$10.10	\$11.89	\$10.41	\$12.24	\$10.82	\$12.73
Cleaners	\$11.54	\$10.10	\$11.89	\$10.41	\$12.24	\$10.82	\$12.73
Laundry Attendant	\$11.67	\$10.22	\$12.02	\$10.52	\$12.38	\$10.94	\$12.88
Telephone operator	\$11.76	\$10.30	\$12.11	\$10.60	\$12.48	\$11.03	\$12.98
Bellperson	\$8.36	\$7.32	\$8.61	\$7.54	\$8.87	\$7.84	\$9.22
Room Service Server	\$8.99	\$7.87	\$9.26	\$8.11	\$9.54	\$8.43	\$9.92
Door attendant	\$8.36	\$7.32	\$8.61	\$7.54	\$8.87	\$7.84	\$9.22
1st cook	\$14.57	\$12.76	\$15.01	\$13.14	\$15.46	\$13.66	\$16.08
2nd cook	\$14.19	\$12.42	\$14.62	\$12.80	\$15.05	\$13.31	\$15.66
3rd cook	\$13.01	\$11.39	\$13.40	\$11.73	\$13.80	\$12.20	\$14.35
General Assistant	\$12.51	\$10.95	\$12.89	\$11.28	\$13.27	\$11.73	\$13.80
Chef de partie saucier	\$16.06	\$14.06	\$16.54	\$14.48	\$17.04	\$15.06	\$17.72
Chef de partie/banquet	\$16.51	\$14.45	\$17.01	\$14.89	\$17.52	\$15.48	\$18.22
Receiver	\$13.01	\$11.39	\$13.40	\$11.73	\$13.80	\$12.20	\$14.35
steward	\$11.44	\$10.02	\$11.78	\$10.32	\$12.14	\$10.73	\$12.62
Host/Hostess	\$11.99	\$10.50	\$12.35	\$10.81	\$12.72	\$11.24	\$13.23
Bus	<del>\$9.85</del>	<del>\$8.61</del>	<del>\$10.12</del>	<del>\$8.88</del>	<del>\$10.48</del>	<del>\$9.22</del>	<del>\$10.85</del>
Captain server	\$9.69	\$8.48	\$9.98	\$8.74	\$10.28	\$9.09	\$10.69
Server food	\$8.36	\$7.32	\$8.61	\$7.54	\$8.87	\$7.84	\$9.22
Room Service Server	\$8.36	\$7.32	\$8.61	\$7.54	\$8.87	\$7.84	\$9.22
Minibar Attendant	\$12.23	\$10.71	\$12.60	\$11.03	\$12.97	\$11.47	\$13.49
Composite Bartender	\$10.20	\$8.93	\$10.51	\$9.20	\$10.82	\$9.57	\$11.25
Maintenance 1	\$16.21	\$14.19	\$16.70	\$14.62	\$17.20	\$15.20	\$17.89
Maintenance 2	\$15.04	\$13.17	\$15.49	\$13.56	\$15.96	\$14.11	\$16.59
Health club attendant	\$10.22	\$8.95	\$10.53	\$9.22	\$10.84	\$9.58	\$11.28
Business Lounge Attendant	\$11.08	\$9.70	\$11.41	\$9.99	\$11.75	\$10.39	\$12.22

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**Rates & Favours**

The Company shall provide, upon ratification, to the employee who delivers to a guest's room a rate or favour a gratuity of fifty cents (\$0.50) per delivery.

**Valet Parking**

Upon request by a guest for valet parking service, the Company shall provide, upon ratification, a gratuity of two dollars (\$2.00) per guest per day per vehicle that is parked via valet parking (in and out privileges do not attract an additional gratuity).

**Union Resource Fund**

Effective the date this Agreement is signed and for the duration of this Agreement, the Company agrees to contribute to the Union Resource Fund premiums in the amount equal to two cents (\$0.02) per hour worked by a bargaining unit employees.

**APPENDIX "B"**

The employees outlined in Schedule "A" shall receive the meal or meals as set out herein. All employees who are not now receiving a meal will be offered a meal in the staff dining room. For of calculating the taxable benefit for meal each employee shall have their T4 Income Tax Receipt charged with a taxable benefit equal to \$2.35 for each shift in excess of five (5) hours to a maximum of \$11.75 per week.

## APPENDIX "C"

Employees whose principal residence is located in the Province of Quebec who are not eligible to participate in the Province of Ontario Health Plan shall receive as additional wages, an amount equivalent to the Company contribution required of employers in the Province of Quebec. The time and method of payment of the foregoing amount shall be determined by the Company. The Company agrees that if the Quebec cost increases, the Company will absorb the increased cost (not to exceed the cost of the O.H.I.P. in effect from time to time).

### HEALTH AND WELFARE

The following coverage will be granted to all eligible employees who have completed three (3) months continuous employment with the Company in accordance with the terms and conditions of the Plan or Plans as set out in the summary below.

Employees shall be required to pay the following monthly amount towards said coverage with the balance paid by the Company:

Single \$6.00/month plus applicable taxes  
 Couple \$12.00/month plus applicable taxes  
 Family \$18.00/month plus applicable taxes

### ELIGIBILITY

Eligibility shall be in accordance with article 22.06 of this agreement

### LIFE INSURANCE AND AD & D

#### Basic Life Insurance

\$10,000.00

#### Optional Life Insurance

Units of \$10,000.00 to a maximum of \$250,000

**NOTE:** The total Basic and Optional Life Insurance will not exceed \$650,000 or 10 times the Plan Member's annual basic earnings, whichever is lesser.

The premium rates are based on the employee's age.

#### Spousal Optional Life Insurance

Units of \$10,000.00 up to the lesser of Plan Member's Basic and Optional Life Insurance combined or \$250,000.

#### Accidental Death & Dismemberment (AD & D)

\$10,000.00

### SHORT TERM DISABILITY

66.7% of normal weekly earnings with a maximum weekly benefit equal to 2/3 of the maximum insurable earnings in effect under the Employment Insurance Act at the commencement of disability.

Payable 1st day accident

- 1st day hospitalization
- 8th day illness

Payable weekly for not more than 18 weeks of any one disability due to one or more cause (including sick pay).

Thereafter-the benefit level to be paid under the plan is set at 6.7% of the employee's normal weekly earnings which will supplement the amount received by the Employment Insurance Commission. However, the SUB will only be paid if the proper documentation is received by London Life.

Payable for not more than 15 weeks of any one disability due to one or more causes.

Definition of disability: claimant must be totally disabled (meaning unable to do your own job or



modified work available during disability)

### **MAJOR MEDICAL EXPENSE BENEFIT**

Deductibles: \$25 single

\$50 couple/family

(applies to covered expenses for Comprehensive Dental benefit and Major Medical expense benefit combined)

80% coinsurance of eligible expenses for employees and their families.

- Semi-Private hospital - maximum 180 days per calendar year,
- Out-of-country coverage provided for up to 31 days at a time. For expenses covered and eligible under Provincial Health Care Program.
- Paramedical practitioners as follows:
  - chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur not to exceed \$300 per calendar year combined.
  - licensed psychologist not to exceed \$500 per calendar year.
  - Eye examinations in Saskatchewan, Quebec, New Brunswick and Alberta by a licensed physician or a licensed optometrist not to exceed \$35 a visit, and for eye examinations in Prince Edward Island by a licensed optometrist not exceed \$35 a visit.
  - Private duty nursing - maximum \$5,000/year per covered person.
  - For custom built orthopaedic shoes, the charge reduced by the cost of ordinary shoes, and orthopaedic modifications to shoes; provided such shoes and modifications are recommended and approved by a licensed physician or by a licensed podiatrist.

### **COMPREHENSIVE DENTAL BENEFIT**

Deductibles: \$25 single

\$50 couple/family

Basic Services Payable -100%

Restorative Services Payable-50%

Orthodontic Services Payable\*-50%

\*for covered dependent children who are less than 18 years of age at the time of commencement of treatment.

Calendar Year Maximum (Basic & Restorative) -\$1,000

Lifetime Maximum (Orthodontic)-\$1,000

Dental Fee Schedule-Current

### **TERMINATION OF COVERAGE**

All coverage ceases on the earlier of termination of employment or retirement.

### **PENSION PLAN**

The parties agree that a pension plan shall be finalized and registered having the following provisions:

#### 1) Eligibility

a) Present employees in service of May 1, 1982, are eligible to join the plan. Employees hired after May 1, 1982 must join the Plan when the eligibility requirements set out herein have been met.

b) The eligibility requirements is:

- two (2) years of continuous uninterrupted service

#### 2) Contributions

- effective July 1, 2001 each eligible employee who chooses to join or is required to join the Plan will contribute 2.5% of their earnings and the Company agrees to contribute 2.5% of the earnings of each eligible employee who chooses to join or is required to join the Plan

- effective July 1, 2002 each eligible employee who chooses to join or is required to join the Plan will contribute 2.5% of their earnings and the Company agrees to contribute 2.5% of the earnings of each eligible employee who chooses to join or is required to join the Plan

#### 3) Amount of Pension

Pensions will be that amount purchased by the combined employee/company contributions

accumulated with interest, based on annuity rates at the retirement date of the member

4) Normal Retirement Age

Employees will retire on the first day of the month coinciding with or next following the attainment of age 65.

Early Retirement

Employees may elect to retire early subject to the terms and conditions set out in the Plan.

Late Retirement

Employees may elect to defer retirement to age 69, as long as they are capable of performing the normal requirement of the job.

5) Normal Form of Pension

The normal pension will be guaranteed for the lifetime of the retired member, however, a minimum guarantee period (eg. 10 - years) can be applicable.

Some other options available:

- i) Life annuity only
- ii) Life annuity with 5 year guarantee
- iii) Joint and Survivor annuity
- iv) Joint and survivor annuity reducing on 1st death
- v) Life annuity with or without guarantee indexed to maximum of 6%.

Pension form chosen will be determined by the member based on current situation at retirement and can be purchased from any financial institution licensed to sell annuities in Canada.

6) Termination of Employment

The employee, upon termination of membership in Local 261, will receive all of his/her contributions with interest plus the vested employer contributions as determined by the following vesting schedule;

<b>Completed years of service with the Company</b>	<b>% Vested Rights</b>
Before 2 complete years of service	0%
After 4 complete years of service	100%

Cash refunds are payable to an employee 6 months after the effective termination of employment. The above is subject to current government regulations regarding cash benefits upon termination of employment.

7) Portability

**An** employee will have full portability of benefits. After an employee is fully vested, all previously unvested contributions will be transferred to the employee's current hotel pension fund.

However, should an employee terminate before becoming 100% vested, the corresponding vesting percentage will be pro-rated amongst the hotels in which he/she was employed.

**An** employee whose employment is terminated for just cause and who is not reinstated will not be eligible for the portability benefit outlined herein.

8) Administration

An established, reputable life insurance carrier with a reputation for pension plan administration will be chosen to act as both money managers and plan administrators (trustees).

Appreciating the desire for representatives of Local 261 to be informed of vital correspondence such as fund management, payments of benefits, enrollments, etc. it is agreed that their representative (s) should be included in the receipt of such correspondence.

9) Administration Fees

All administration fees are to be paid out of the pension plan.

**APPENDIX "D"**  
(Part-time Employees)

1. All employees scheduled to work in accordance with article 22.06 shall be considered part-time employees. The Articles, benefits in the Collective Agreement and the following amendments listed below shall govern part-time employees:

Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24 [ ] and Appendix "A", "B", "E", and "F".

2. Part-time employees who are called in to work on any given day shall receive not less than four (4) hours pay.

3. Part-time employees in the active employ of the Company who qualify and who are not required to work on any holiday established under the Employment Standards Act of the Province of Ontario shall receive pay for such holidays(s).

In order to qualify for holiday pay, a part-time employee must have completed three (3) months continuous employment with the Company, have worked twelve (12) days in the thirty (30) day period preceding the holiday concerned and have worked his full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned.

4. **An** eligible part-time employee in the active employ of the Company who is required to work on a holiday established under the Employment Standards Act of the province of Ontario may at the discretion of the Company be granted a day off with pay in lieu of the holiday at his regular rate of pay within a period of thirty (30) days prior to or thirty (30) days subsequent to the holiday concerned. Employees shall receive one (1) week's advance notice or shorter notice if agreeable to both the Company and the employee. Pay for a day off in lieu of a holiday shall be computed on the basis of the number of hours such employee would have worked had there been no holiday at his regular straight time hourly rate of pay. If a day off in lieu of the holiday is not granted by the Company, then such employee shall be paid for authorized work performed on the holiday at his regular straight time hourly rate of pay and in addition shall receive holiday pay calculated in accordance with Section 3 of this Schedule. **An** employee shall qualify for a day off pay in lieu of a holiday in the same manner as set forth in Section 3 of this Schedule.

**APPENDIX "E"**

The Departments for seniority purposes are:

Telephone

Bellperson/Doorperson

Housekeeping & Laundry

Kitchens & Stewards

Bars & Lounges

Capital Club Dining Room

Restaurant

Delta Club Lounge

Room Service/Mini Bars

Stores

Maintenance

Banquets

Health Club

**APPENDIX "F"****Uniforms**

The parties agree to continue the past practice concerning uniforms and special clothing for the life of this agreement as follows:

The Company agrees to continue to supply and repair uniforms for those employees who are required to wear uniforms with the understanding that this covers the complete uniform including pants. The Company further agrees to replace uniforms on the condition that the old uniform has been turned in.

The Company shall reimburse employees occupying positions in the kitchen classification, maintenance classification or housepersons in the banquet classification fifty dollars (\$50.00) per each collective agreement year.

**APPENDIX "G"**  
(Sick Leave Allowance)

Full - time regular employees of the Company, on completion of one (1) year's continuous service shall be entitled to receive sick leave allowance subject to the following provisions:

1. All cases of sickness must be reported to the Department Head or General Manager on the first day within a period of three (3) hours prior to the normal reporting time of the employee concerned.
2. The allowance for sick pay shall commence only after the second day of illness where such absence is substantiated by a doctors note [ ]
3. Employees shall be entitled to a total of ten (10) days sick pay at their regular rate of pay.
4. The yearly allowance under no circumstances shall be cumulative.
5. Sick leave allowance will not be granted to employees in cases of illness or accident which is compensable under the Workplace Safety and Insurance Board.
6. Sick leave allowance will not be paid for illness or accident which occurs within the vacation of an employee.
7. Sickness must be proven by doctor's certificate.
8. In doubtful cases, the Company reserves the right to appoint another doctor, other than the one providing the certificate, in order to establish the facts in the case.

**APPENDIX "H"**

1. Employees in the active employ of the Company who have completed three (3) month's continuous employment with the Company and who are not required to work on the holiday concerned shall receive pay for the following holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	Employee's Anniversary
Heritage Day	of employment
if proclaimed	Remembrance Day

If Heritage Day is not proclaimed there will be a paid Floater between **January 15** and February 28 until Heritage Day is proclaimed. Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday at his regular straight time hourly rate of pay. In order to qualify for holiday pay, the employee must work his scheduled shift immediately preceding and immediately following the holiday concerned. Subject to the foregoing, an employee who is laid off will receive any declared holidays which occur within seven (7) days of the day of lay-off.

2. An employee in the active employ of the Company who is eligible for paid holidays and who is required to work on one of the above holidays may, at the discretion of the Company, be granted a day off with pay in lieu of the holiday at his regular rate of pay within a period of thirty (30) days prior to or thirty (30) days subsequent to the holiday concerned. Employees shall receive one (1) week's advance notice or shorter notice if agreeable to both the Company and the employee. Pay for a day off in lieu of a holiday shall be computed on the basis of the number of hours such employee would have worked had there been no holiday at his regular straight time hourly rate of pay. A lieu day for New Year's Day, Good Friday, Canada Day, Labour Day and Christmas Day shall be at the option of the employee.

3. If a day off in lieu of the holiday is not granted by the Company, then such employee shall be paid for authorized work performed on the holiday as follows:

New Year's Day	)	
Good Friday	)	
Victoria Day	)	Holiday Pay as set out in
Canada Day	)	Paragraph one (1) plus time
Labour Day	)	and one-half for the hours
Thanksgiving Day	)	worked.
Christmas Day	)	
Boxing Day	)	
Civic Holiday	)	
	)	Holiday Pay as set out in
Employee's	)	paragraph one (I) plus Anniversary of
	)	payment at the regular Employment with the Hotel
	)	hourly rate for the hours
Heritage Day	)	worked.
Remembrance Day	)	

4. If a holiday falls within an employee's vacation period, the Company shall grant either an extra day's holiday at a time convenient for the Company or pay for the Holiday as provided herein.

## APPENDIX "I"

### VACATION PAY

1. The Company recognizes the need for rest **and** recreation on the part of its employees and has therefore provided the following vacation plan.
2. Employees will be paid at the time of starting their vacation, and all deductions usually made from the employee's earnings will be made from their vacation pay.

#### Service Requirements

- i) Less than one (1) year's continuous service
  - four percent (**4%**) of their earnings.
- ii) After completion of one (1) year's continuous service
  - two (2) weeks vacation with pay at four percent (4%) of their earnings.
- iii) After completion of five (5) years' continuous service
  - three (3) weeks vacation with pay at six percent (**6%**) of their earnings.
- iv) After completion of twelve (12) years' continuous service
  - four (4) weeks vacation with pay at eight percent (**8%**) of their earnings.
- v) after completion of twenty (20) years' continuous service
  - five (5) weeks vacation with pay at ten per cent (10%) of their earnings.

### **3) Re: Vacation Leave Scheduling**

The parties recognize the need for rest and recreation on the part of the employees covered by this Agreement and hereby provide the following vacation leave plan. The parties further recognize that annual vacation leave entitlements, as provided herein, are intended to be taken annually and, under normal circumstances are not intended to be accrued from year to year. Employees may not elect to forego taking their vacation leave in lieu of payment nor will an employee be allowed to draw more than their accrual.

#### **Vacation Leave Scheduling**

The choice of vacation period(s) within each department shall be determined by classification seniority.

On or before December 1<sup>st</sup> of each year, the Company shall post a vacation leave schedule for each classification and department comprised of fifty-two (52) one week blocks commencing the first week of January and ending the last full week of December each year. Said schedule shall be posted for no fewer than four (4) weeks.

Following this posting period, employees shall be canvassed by seniority, within their respective classification and department, to select their vacation period. Canvassing shall be completed by January 30<sup>th</sup> of each year.

Where due to operational requirements, the Company deems it necessary to limit the number of employees that may be on vacation at any particular time, classification seniority will determine the employee that will be granted such particular time off for vacation. However, there shall be no "black-out" periods, i.e. on a classification and department basis, there will be no periods where no employee(s) shall be granted vacation leave, with the exception of the kitchen department, where the granting of vacation leave between November 15<sup>th</sup> and January 15<sup>th</sup> each year may be restricted to not more than two (2) employees at any given time and shall be granted on the basis of Company seniority.



Preference in scheduling vacation shall be given first to full-time employees and then to part-time employees.

Employees electing not to exercise their seniority during this canvassing period shall be by-passed. Thereafter, such employees so by-passed shall be permitted to request vacation leave for those weeks remaining available at the time of the employee's request. Approval for such requests shall be subject to the Company's operational requirements and shall not be unreasonably withheld.

Once selected and approved, vacation leave cannot be canceled nor shall there be any bumping on the vacation schedule.

The parties acknowledge the above process is intended to provide structure and process in the workplace.

The Company's practice respecting the granting of single days off shall continue.

Notwithstanding the above, employees may request to carry over vacation leave from one year to the next with the prior written approval of the Company. Requests to carry over vacation leave shall be in writing and such permission shall not be unreasonably withheld.

For the purpose of calculating vacation leave entitlements and vacation pay, continuous service shall continue to be defined as the employees' total years service with the Company.

**LETTER TO THE UNION ON HOTEL LETTERHEAD**

Dear Ms. Grella:

We wish to confirm the following understandings reached during our recent negotiations:

1. The Hotel, the Union and the Employees agree that minors and/or intoxicated persons must not be served alcoholic beverages.

The above parties further agree that if an employee has a reasonable perception that a person is a minor and/or intoxicated, the employee shall raise the matter with the General Manager or his designee. Employees shall not be disciplined for refusing to serve a minor and/or an intoxicated person.

2. It is understood that controlled gratuities are included as "earnings" for the purposes of Income Tax, Employment Insurance benefits, Workplace Safety and Insurance benefits, Canada Pension Plan and Quebec Pension Plan and for defining earnings and/or pay as referred to in this Agreement.

3. The Hotel agrees that the current scheduling practices in the Hotel, to the extent that they are not inconsistent with the provisions of the Agreement shall be continued for the life of the Agreement. With respect to the Housekeeping Department it is agreed that, to the extent that days off on weekends are available, they will be granted to the Room Attendants in order of seniority.

**LETTER OF UNDERSTANDING**  
between

**HOSPITALITY & SERVICE TRADES UNION,  
LOCAL 261  
and  
DELTA OTTAWA HOTEL & SUITES**

The parties hereby agree that notwithstanding 13.02 b), when establishing scheduling of work within the classification, the following exceptions may apply:

- a) In the lounge department on evenings **and** weekends, the server does not have to be scheduled. This is not meant to extend the guarantees as provided in article 20.06.
- b) In the restaurant busboys shall be scheduled in accordance with service levels and current practice.
- c) Kitchen.

Dated at OTTAWA **THIS** DAY OF 1998.

**LETTER OF UNDERSTANDING  
BETWEEN  
The Hospitality & Service Trades Union  
Local 261  
and  
The Delta Ottawa Hotel & Suites**

**Training Premium**

Employee's being assigned the responsibility to train other employees and designated as Designated Trainer by the Company, shall receive a premium in the amount of fifty cents (\$0.50) per hour for all hours spent performing On-Line Training.

The Union acknowledges that it is the exclusive function of the Company to determine, maintain and enforce training policies and procedures and as well, to establish the criteria for the selection of Designated Trainers and to provide their assignments.

Dated at Ottawa, this      day of      , 1998.  
For the Union                      For the Company

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### Letter of Understanding - Re Vacation Leave/Vacation Pay

The parties acknowledge that over the years, errors in the administration of the vacation leave plan inadvertently gone unnoticed by the parties such that some employees have accrued a surplus in their vacation pay accrual account where others have a deficit.

Therefore, during the term of this \_\_\_\_\_ agree to meet and \_\_\_\_\_ with a view of establishing a method satisfactory to them governing the implementation of a action pay system \_\_\_\_\_ ion pay entitlements based on \_\_\_\_\_ earnings from the previous year.

In the interim, the Company agrees to continue the practice \_\_\_\_\_ to draw \_\_\_\_\_ to maximum of their accrued \_\_\_\_\_ when on action.

The parties further agree that vacation leave shall be taken as scheduled regardless of the amount in the employees' vacation pay bank, however, no employee shall be compelled to take vacation leave where there is insufficient monies in the employees' vacation pay bank to cover the number of days of vacation leave proportionately.