

**COLLECTIVE AGREEMENT**

**b e t w e e n**

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

Affiliated with the A.F.L., C.I.O. and C.L.C.

Hereinafter referred to as the “Union”

**OF THE FIRST PART**

- and -

**CHATEAU OTTAWA HOTEL INC.**

(c.o.b. as Sheraton Ottawa Hotel)

Hereinafter referred to as the “Company”

**OF THE SECOND PART**

**THIS AGREEMENT** made and entered into this 18<sup>th</sup> day of December 2000.

## TABLE OF CONTENTS

		Page
ARTICLE 1	PURPOSE	2
ARTICLE 2	RECOGNITION	2
ARTICLE 3	UNION SECURITY	4
ARTICLE 4	MANAGEMENT RIGHTS	5
ARTICLE 5	RELATIONSHIP	6
ARTICLE 6	NO STRIKES – NO LOCKOUTS	7
ARTICLE 7	REPRESENTATION	7
ARTICLE 8	GRIEVANCE PROCEDURE	8
ARTICLE 9	DISCIPLINARY ACTION	10
ARTICLE 10	INDIVIDUAL DISCUSSION OF PROBLEM	12
ARTICLE 11	COMPANY AND UNION GRIEVANCES	12
ARTICLE 12	ARBITRATION	12
ARTICLE 13	SENIORITY	14
ARTICLE 14	LEAVE OF ABSENCE	18
ARTICLE 15	BEREAVEMENT LEAVE	19
ARTICLE 16	BULLETIN BOARD	19
ARTICLE 17	ACCESS TO PREMISES	20
ARTICLE 18	LOCKERS AND DRESSING ROOMS	20
ARTICLE 19	BONDING	20
ARTICLE 20	HOURS OF WORK AND OVERTIME	21
ARTICLE 21	TEMPORARY TRANSFERS	25
ARTICLE 22	GENERAL	25
ARTICLE 23	PRESENT & FUTURE LAWS	26
ARTICLE 24	RESOURCE DEVELOPMENT FUND	26
ARTICLE 25	APPENDICES	26
ARTICLE 26	TERMINATION	27

APPENDIX A	-WAGES AND CLASSIFICATIONS	28
APPENDIX B	-MEALS	33
APPENDIX C	-HEALTH & WELFARE	34
APPENDIX D	-PART-TIME EMPLOYEES	40
APPENDIX E	-DEPTS. FOR SENIORITY PURPOSES	42
APPENDIX F	-UNIFORMS	43
APPENDIX G	-SICK LEAVE ALLOWANCE	44
APPENDIX H	-HOLIDAYS	46
APPENDIX I	-VACATION	48
APPENDIX J	-APPLICATION FOR MEMBERSHIP	50
LETTER TO THE UNION		52
LETTER OF UNDERSTANDING		53

**THIS AGREEMENT** made and entered into this 18<sup>th</sup> day of December 2000.

**B E T W E E N**

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

Affiliated with the A.F.L., C.I.O. and C.L.C.

Hereinafter referred to as the “Union”

**OF THE FIRST PART**

- and -

**CHATEAU OTTAWA HOTEL INC.**

(c.o.b. as Sheraton Ottawa Hotel)

Hereinafter referred to as the “Company”

**OF THE SECOND PART**

**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, and to maintain a high standard of service in the Hotel, and 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.

**ARTICLE II - RECOGNITION**

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

a) The parties recognize that the operation of the Club Lounge is an extension of the Front Desk and that it will be staffed by Front Desk personnel who are excluded from the bargaining unit, save and except the morning food service function. During the morning hours of operation of the Club Lounge, a part-time bargaining unit member shall be scheduled for a minimum four (4) hour shift to facilitate the breakfast food service.

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.

2.03a) Persons in the employ of the Company, 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 addition, any managers who assist in the performance of bargaining unit work may continue, provided such assistance does not result in a loss of hours for bargaining unit employees.
- 2.04a) 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 (7) weeks of employment immediately preceding the date that 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, 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, the individual will be determined to be part time from the determining date forward.

Notwithstanding the above, for the 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 more than twenty-four (24) hours 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 twenty-four (24) hours or less per week, the employee will be considered to be part-time.

The Company shall provide the Union with a seniority list, by classification including status, 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.

- b) This article shall only apply to employees with six (6) or more months of seniority with the Company.

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

- 3.1 All present members of the Union, and future employees employed within the scope of this Agreement shall, as a condition of employment, become and remain members in good standing of the Union.
- 3.2 Provided the Company complies with the written direction 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.
- 3.3 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 from time to time, subject to the following:
  - a) The Union agrees to provide a minimum of thirty (30) days advance notice, in writing, to the Company of any changes to the Union dues structure and/or the amounts to be collected and remitted by the Company. A copy of any such notice issued to the Company shall be posted on the Union bulletin board.
  - b) Assessments or arrears shall be deducted and remitted on the next deduction period, unless otherwise directed by the Union.
- 3.04 Prior to the last day of each month, the monies deducted shall be sent to the financial secretary of the Union together with a list of the names of members from whom such deductions have been made, noting the amount deducted from each and the status (full or part-time) of each employee.
- 3.05 The Company further agrees that in the event of an employee being on vacation at the time of a regular deduction, such deduction shall be made from the employee's vacation pay.
- 3.06 In the event of a union member being absent due to illness, on the dues deduction pay, his dues shall be deducted from the first pay following his return to work.
- 3.7 The Company will provide a copy of the collective agreement to each new employee.

- 3.8 Each new employee shall furnish the Company at the time of hire with a signed application for Union membership and dues check off authorization. The form, a copy of which shall be forwarded to the Union, shall be as attached Appendix "J" Application for Membership and Check-Off Authorization Form. A copy of the union dues structure shall remain posted on the union bulletin board for employees' reference.
- 3.09 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 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.

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

- 4.01 The Union acknowledges that, subject to the terms of this Agreement and as 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 of 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 Company and the Union agree that there will be no discrimination, interference, restriction, limitation, coercion, harassment or intimidation exercised or practiced by either of them or their representatives or members because of an employee's involvement or activities in the Union or lack thereof.
- 5.2 The parties agree to comply with the terms of the Ontario Human Rights Code and therefore shall not discriminate for reasons of age, race, colour, sex, race, place of origin, sexual orientation, colour, creed, national origin, political or religious affiliation, sex, sexual orientation, citizenship, physical handicap, marital or family status, in accordance with those definitions provided within the Ontario Human Rights Code.
- 5.3 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.
- 5.4 The Union and the Company agree that the Shop Stewards, local Union Representative(s) and members of the Management team will meet quarterly to discuss and review issues of concern in the Hotel. The respective agenda items for such meetings shall be exchanged between the parties at least one week in advance. The parties shall share the responsibility for chairing the meeting and shall jointly produce the Minutes of such meetings as the meeting progresses, unless otherwise agreed. Time spent by Shop Stewards to attend such meetings will be without loss of pay.

#### **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.

**ARTICLE VII - REPRESENTATION**

- 7.01 a) The Company acknowledges the right of the Union to appoint, elect or otherwise select four (4) Shop Stewards from amongst employees of the Company who have completed their probationary period of employment for the purpose of assisting employees in investigating, presenting grievances or potential grievances to the Company in accordance with the provisions of this Agreement.
- b) The Company agrees 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 unit members for internal communications between them.
- 7.02 The Union shall keep the Company notified in writing of the name(s) of their Shop Steward(s) Stewards and the effective dates of their appointments. For the purpose of communicating the name(s) of their Shop Steward(s) to employees, the names of the shop stewards shall remain posted on the Union bulletin board.
- 7.3 The Union acknowledges that Shop Stewards have their regular duties to perform on behalf of the Company, and such persons will not leave their regular duties without first obtaining permission of their immediate supervisor, or in his absence the General Manager or his designate. Such permission shall not be unreasonably withheld. When resuming 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 investigating, presenting grievances or potential grievances.
- 7.4 Where a shop steward is scheduled to be on duty during the time in which a union meeting of the general membership of the bargaining unit is to be held on Company premises, he shall be permitted to attend such meeting without loss of pay.

**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 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 questions are not settled to the satisfaction of the employee concerned within five (5) days, then the following steps of the grievance procedure may be invoked in order.

**Step No. 2**

Within five (5) days after receiving the response from Step No. 1 or the date on which the response from Step No. 1 was due to be received, any employee having a grievance, or any one employee designated as a member of employees having a grievance, shall refer the grievance to the Union Local where it shall be reduced to writing and be presented to the Director of Human Resources or his designate.

To facilitate the process, a grievance may be transmitted to the Company or to the Union, as applicable, by fax, to the attention of the General Manager or to the Secretary – Treasurer & Business Manager of the Union, as the case may be, to a designated fax line.

The grievance shall contain the name(s) of all employee(s) to whom it applies. The

Director of Human Resources or designate shall deal with the grievance and provide an answer to the Union in writing within five (5) days after receiving it.

### **Step No. 3**

If the matter is not settled at this time, the Local Union Official Representative shall take up the grievance with the General Manager or designate with five (5) days after the Union receives the answer from the Director of Human Resources or designate from Step No. 2.

If the grievance is not settled within a further period of five (5) days after it has been presented to the General Manager or his designate representative, then, at the request of either party to this Agreement, the grievance may be referred to arbitration.

The request for arbitration must be made in writing within five (5) days after receiving the response from Step No. 3 or within five (5) days of the date the response from Step No. 3 was due to be received.

8.4 All time 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 Union, it shall be deemed to have been abandoned, without prejudice, and considered settled.

If a grievance is not processed within the time limits set forth above by the Company, it shall be deemed to succeed, without prejudice, in favour of the grievor(s), and the stated redress sought shall be granted.

### **ARTICLE IX - DISCIPLINARY ACTION**

- 9.01 a) No employee shall be disciplined or discharged without just cause.
- b) The parties agree that a probationary employee may have their employment terminated where the employee is found not to be suitable for indefinite hire provided such termination is not arbitrary,

discriminatory or in bad faith. The Company shall provide probationary employees with the general reason(s) for dismissal, in writing. Where there is a claim that such termination was arbitrary, discriminatory or in bad faith, the matter may be the proper subject of a grievance.

- c) 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 (7) days and a copy shall be forwarded to the Union. The employee shall also be given the appropriate documentation for Employment Insurance purposes.
  - d) No bargaining unit employee shall terminate, suspend, issue a written/verbal warning to another bargaining unit employee or otherwise formally discipline another bargaining unit employee. Therefore, formal discipline shall only be applied by management personnel.
- 9.02 Once an employee, who has attained seniority status, has been discharged from his employment the case may be taken up as a grievance where the employee is of the opinion that his termination was without just cause.
- 9.03 All such cases shall be taken up within five (5) days and disposed of within ten (10) days of the date the employee is notified of his discharge, in writing, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment, shall be treated as a grievance if a written statement of such grievance is lodged with the Management within five (5) days after the employee receives written notification of discharge. All preliminary steps of the grievance procedure prior to Step no. 3 will be omitted in such case.
- 9.04 Such special grievance may be settled by confirming the management's action 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) No entry shall be made on an employee's record regarding work performance or conduct unless the matter 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.

- b) Any document or written statement related to disciplinary action that has been placed on the personnel file of an employee shall be removed from the file after twelve (12) months from the date of the incident provided there has been no subsequent discipline of a like or similar nature during said twelve (12) month period. In cases involving suspension, such record(s) shall be removed after eighteen (18) months provided there has been no subsequent discipline of a like or similar nature during said eighteen (18) month period.
- 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 all relevant documentation on which the parties intend to rely at Arbitration shall be tendered to be available for inspection during the Grievance Procedure.

**ARTICLE X - INDIVIDUAL DISCUSSION OF PROBLEM**

10.01 Nothing contained in this Agreement shall be deemed to deprive any employee of his right to discuss a problem without the assistance of the Union if he so desires, prior to the filing of the formal grievance.

**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 or faxing a copy of its grievance to the Union or Company, to the attention of the General Manager or the Secretary / Business Manager as the case may be to a designated fax line, 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 grievance has been refused or abandoned. 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 When either party requests that a grievance be submitted to arbitration, they shall make such a request in writing to the other indicating the name(s) of their nominee(s) as single Arbitrator.

12.02 It is the desire of both parties that grievances referred to arbitration be processed as efficiently and as expeditiously as possible. Therefore, in all cases of discipline, suspension and discharge a single Arbitrator shall be used.

a) The Arbitrator will be selected by mutual agreement between the parties

within fifteen (15) working days after the notice of intent is presented. If the Arbitrator so selected is unable to hear the case within thirty (30) days, or on a date mutually acceptable to the Union and the Company, selection of another Arbitrator may be made.

- b) In the event the parties are unable to agree on an Arbitrator, one will be appointed by the Ministry of Labour.
  - c) The Arbitrator so selected or appointed shall be empowered to attempt to mediate a settlement of the matter in dispute, prior to commencing the arbitration hearing.
- 12.03 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.04 The parties shall equally bear the costs of the Arbitrator.
- 12.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 12.6 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement, except that he/she may at his/her 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 a decision within thirty (30) days after the hearing. Said decision shall be final and binding amongst the parties.
- 12.08 In the event the hearing(s) are held on the Company's premises, the Company will absorb the costs for the hearing room. Where the hearing(s) are held off the Company's premises, the parties shall equally bear the costs of the facilities used.



### **ARTICLE XIII - SENIORITY**

**Purpose** - The purpose of seniority is to afford preference 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 in 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 21.01
- layoff and recall (subject to the provision set out in 13.02(c) & (d))
- overtime (subject to the provisions set out in article 20.03(b))

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.

c) In the event of a closure or sale (as defined in the Ontario Labour Relations Act) of a food or beverage facility, the Company will endeavour to place affected employees, in order of their classification seniority, in other food or beverage departments in the hotel. If the Company determines that the affected employees fill the job criteria and have the necessary skill and ability to perform the work in another food and beverage department, their full classification seniority will be recognized after thirty (30) days in the new department.

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

governing factor.

- b) When establishing schedules of work, the Employer shall ensure all work within a classification is performed by bargaining unit employees within the respective classification in the department, according to seniority. This article shall not give the employees the right to refuse assignment of work in another classification, as may be provided for elsewhere in this Agreement.
  - c) Provided there are employees capable of 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; volunteers in the classification (in order of seniority) shall be laid-off first, then, in reverse order of seniority: employees on probation in the classification shall be laid-off, then part-time employees in the classification shall be laid off; then full-time employees in the classification, until the desired compliment of employees is attained. 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.
  - d) The Company shall provide written notice of layoff or pay in lieu of notice thereof, as far in advance as possible but not less than one (1) week prior to the effective date of the layoff except in situations outside the Company's control (acts of God, fire, flood, etc.).
- 13.03 The parties agree that following a two (2) week Orientation period, all new employees shall be on probation for a period of forty-five (45) calendar days, provided the employee works a minimum of ten (10) shifts or eighty (80) hours within said forty-five day period. Should the employee not work the minimum number of shifts/hours within said forty-five (45) days, the probationary period will be extended until such time as the employee works ten (10) shifts or eighty (80) hours, whichever occurs first.
- 13.04 An employee shall lose all seniority and his employment deemed to have been terminated if he is laid-off for a period equal to the lesser of his period of seniority or 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.
- 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 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 subjected to the loss or reduction of any rights or benefits afforded him under the Collective Agreement.
- 13.09 A part-time employee's return to work following a period of sick leave absence in excess of five (5) working days shall be conditional upon his supplying, upon request, a medical certificate from a qualified medical practitioner indicating that he is fully capable of performing his duties or of performing modified duties offered by the Company. The Company shall pay the cost associated with such request.

Where the Company feels a part-time employee's absenteeism is excessive, the Company reserves the right to request a medical certificate from that employee at anytime. The Company agrees to pay the cost associated with such a request.

In doubtful cases involving part-time employees, 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. The Company agrees to pay the costs associated with such a request.

- 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 ninety (90) calendar days except in cases of a bargaining unit employee promoted to an acting position replacing an individual who is on maternity or parental leave in which case the period shall be an entire acting period and in cases of extended sick leave, for less than six (6) months.
- 13.11 In the event that an elected shop steward, with six months or more seniority, is laid off, he shall be the first on recall in his classification and department.
- 13.12 Where a full-time position becomes vacant within a classification having a complement of part-time employees, such full time position shall be offered to the existing qualified part-time employees within the classification, in order of seniority. Any resultant vacancy shall then be posted in accordance with article 13.14.
- 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 seven (7) days.
- 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. The Company will provide the Union with a job definition for such new position(s). If the Union disagrees 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. All requests for such leaves of absence shall be in writing as far in advance as practicable. 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 for which the leave of absence may be granted, the employee shall lose all seniority and his employment shall be deemed to have terminated. The Union shall be notified of leave of absences in excess of four (4) months.
- 14.02 The Company agrees to grant employees a leave of absence due to 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.
- 14.04 Where an employee is required to serve on a jury or is required to attend a legal proceeding under summons or subpoena, other than an arbitration, Labour Board hearing 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 the attendance is required by the Company for a matter in which the Company is a party, such time spent by the employee shall be considered as time worked.

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

15.1 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 scheduled work day that occurs within such three (3) day period:

- a) In the event of 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, grandparent and grandchild.
- b) In the application of this Article the Company agrees to recognize "common-law" and "same sex" relations in the same fashion as relations by way of "marriage" are recognized.

In order to qualify for the foregoing leave of absence, 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.

#### **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 submitted to the General Manager or his designate for approval. Such approval shall not be unreasonably withheld.

**ARTICLE XVII - ACCESS TO PREMISES**

17.01 No more than two official representatives of the Union shall be permitted to enter the Company's premises, after informing the Company of such visits. The Union agrees that the visits of such official representative 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 Agreement. If an individual's locker is to be searched a union steward or the employee if available shall be present.

**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 following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per week, unless otherwise specified herein.
- 20.02 The standard work week shall consist of forty (40) hours per week comprised of eight (8) hours per day in five (5) days per week. The Company shall employ its best effort to arrange schedules so that employees will have two (2) consecutive days off during each work week.
- 20.03 a) 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 (40) hours per week and eight (8) hours per day.
- b) In any case 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) 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) of this Article 20.03 (a), but subject to the following provisions:
  - i) 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.
  - c) Where the period of rest between an employee's finishing time from one shift, including overtime worked, and their starting time for their next scheduled shift is fewer than eight (8) hours, the employee shall be paid overtime at the rate of time and one-half the employee's regular rate for all hours worked during said next scheduled shift, save and except where such occurrence is a direct request of the employee, a direct result of an Act of God, and/or an unforeseeable emergency situation as defined in Article 2.03(a).

20.04 There shall be no pyramiding of overtime.

20.05 Each employee shall be allowed one (1) fifteen (15) minute paid rest period in each four (4) hour work period which shall be scheduled as close to the mid-point of the four hour period as possible and such time shall be regarded as time worked. Each employee scheduled for a five (5) hour shift or more shall be allowed a one-half (½) hour meal period during each shift. Such meal period shall not be regarded as time worked.

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

b) During the last two (2) weeks of December, January, the weeks preceding and following Easter weekend, and the Winter breaks (2 weeks) in March, the following shall apply:

- i) The Company shall continue to schedule full time employees by seniority, using the current practice of maximizing hours, and in accordance with 20.06(a) above, however, where operational requirements result in a reduced work assignment consisting of fewer than the number of guaranteed hours in 20.06(a) above, said reduced hours will be offered to employees by seniority. Such reduced hours shall not be fewer than four (4) hours.
  - ii) The Company may combine the available work within the Bell/Door person classifications in order to maximize the work opportunities of employees in those departments, on the basis of departmental seniority.
  - iii) in the event that not enough staff are available to cover the scheduled hours, the employer has the option of compelling the junior employee from the bottom up to accept the hours of work as posted.
- c) Notwithstanding the above, the parties agree that the last room attendant scheduled, who does not have work equivalent to the daily room assignment (based on the hotel occupancy), shall have the option to accept the available rooms and to be paid for the greater of the actual time worked or four (4) hours.
  - d) The Company shall establish work schedules in a manner so as to ensure the available hours of work are maximized, by seniority. Subject to operational requirements, the Company shall also endeavour to ensure that Monday to Friday work schedules are maximized, by seniority.
- 20.07 a) Split shift assignments shall be confined to gratuity employees, and shall be confined to not more than two (2) tours of duty to a maximum total eight (8) hours work within a spread of twelve (12) hours in any one day.
- b) Where the time between two tours of duty of a split shift exceed one (1) hour, the Company shall pay to the affected employee(s) a premium in the amount of five dollars (\$5.00) for each such occurrence.
- 20.08 a) The Company shall post weekly schedules by 5:00 p.m. Thursday prior to the commencement of the work week for which it applies. Such

schedules shall not be construed as a guarantee of hours of work per week, except as otherwise provided by this Agreement. All employees are responsible to ensure they apprise themselves of their schedule for the following week. Employees shall be advised by the Company of any changes to the schedule that are made after the schedule as been posted.

- b) Except for Room Attendants, 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 to 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 not later than twenty-four (24) hours outlined above. For Room Attendants, the notice period referred to above shall be not less than sixteen (16) hours in advance.
- c) 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 dialed 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 twenty-four (24) hour notice and will so verify in writing.

20.09 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 not be regarded as time worked, and shall be paid at the employee's regular rate of pay for the actual time spent at the staff meeting. An employee called in on a day off shall receive a minimum of three (3) regular hours pay.

The Company shall notify employees at least forty-eight (48) hours in advance of staff meetings.

**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 rate classification for the convenience of the Company shall not have their rate reduced.

**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 followed written Company policy. Where an employee assumes personal responsibility of cashing cheques, honouring credit cards or credit accounts, contrary to written Company policy or without receiving prior authorization from his Supervisor, he will be held responsible. The Company shall, however, attempt to recover any losses from the client before implementing recovery action against the employee.

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 provision of the Employment Standards Act shall apply.

**ARTICLE XXIII - PRESENT & FUTURE LAWS**

23.01 Unless the terms and conditions set out in this Agreement or any part thereof are found to be in violation of existing and/or future laws, said terms and conditions shall remain in full force and effect for the duration of the Agreement. Any term that is in conflict shall only be inoperative or modified to the extent necessary to resolve the conflict.

**ARTICLE XXIV - RESOURCE DEVELOPMENT FUND**

24.01 Effective the date this Agreement is signed, the Company agrees to contribute the sum of two cents (\$.02) per hour worked by the bargaining unit members, per month to the Union's Resources Development Fund.

**ARTICLE XXV - APPENDICES**

25.01 The appendices attached hereto form a part of the Hotel's Collective Agreement with the Union.

**ARTICLE XXVI - TERMINATION**

26.01 This Agreement shall become effective on the 1<sup>st</sup> day of July 2000 and shall remain in full force and effect until June 30<sup>th</sup>, 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.

**FOR THE UNION      FOR THE COMPANY**

-----  
-----

-----  
-----

-----  
-----

**APPENDIX "A"****Wages and Classifications:****Wages:**

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

It is understood that controlled gratuities are included as "earnings" for the purposes of Income Tax, Employment Insurance, Workplace Safety & Insurance, Canada Pension Plan and Quebec Pension Plan and calculation of vacation pay.

**Hiring Rate:**

Probationary employees shall be paid one dollar (\$1.00) less than the wage in effect for the classification from time to time, which amount shall not be less than minimum wage. Upon successful completion of the probationary period the contract rate shall apply.

**Hotel Classification Schedule**

	<u>July 1/00</u>	<u>July 1/01</u>	<u>July 1/02</u>
<b><u>Rooms Division:</u></b>			
Bellperson	8.61	8.87	9.22
Door Attendant	8.61	8.87	9.22
General Maintenance	14.60	15.04	15.64
Houseperson	11.87	12.23	12.72
Linenperson	11.87	12.23	12.72
Shift Maintenance	18.07	18.61	19.35
Parlor Attendant	11.77	12.12	12.60
Room Attendant	12.26	12.63	13.14
Tailor	12.61	12.99	13.51
Telephone Operator	12.11	12.47	12.97

	<u>July 1/00</u>	<u>July 1/01</u>	<u>July 1/02</u>
<u>Food &amp; Beverage:</u>			
Banquet Captain	9.94	10.24	10.65
Banquet Porter	11.38	11.72	12.19
Chef De Partie	17.02	17.53	18.23
Commis	14.90	15.35	15.96
Commis Tournant	16.54	17.04	17.72
Composite Bartender	10.51	10.83	11.26
Food Server	8.61	8.87	9.22
General Assistant (Kitchen)	11.78	12.13	12.62
Host/Hostess	12.35	12.72	13.23
Room Service Server	8.61	8.87	9.22
Short Order Cook	13.77	14.18	14.75
Ware Washer	11.78	12.13	12.62

<b><u>3 Year Wage Schedule</u></b>			
<b>Effective Date</b>	<b><u>July 1, 2000</u></b>	<b><u>July 1, 2001</u></b>	<b><u>July 1, 2002</u></b>
<b>Rate of Increase</b>	3.00 %	3.00 %	4.00%

**Retroactive Pay :** to July 1, 2000.

**Gratuities & Other Earnings:**

**Shift Premium:**

A shift premium equal to five percent (5%) of the employee's regular hourly rate of pay shall be paid to employees where the majority of their hours of work occurs between the hours of 2300 hrs. and 0700 hrs.



**Restaurant Gratuity Guarantee:**

Where a party of ten (10) or more persons is served, the Company shall levy an automatic gratuity charge in the amount equal to fifteen percent (15%) of the pre-taxed total of the invoice, under a Master billing agreement, one-hundred percent (100%) of which shall be paid to the bargaining unit employee(s) providing the service. The Company agrees to continue to provide written notice to Hotel/Restaurant guests that the menu prices do not include gratuities.

**Complimentary Items and Group Items**

The Company shall pay to the employees a gratuity of fifteen percent (15%) for complimentary items, group items and/or packaged meals based on the established food portion of the package, complimentary item or group item as amended from time to time.

**Tour Baggage:**

The parties agree to maintain the current practice with respect to distribution of tour baggage charges.

The employee shall receive \$2.75 per bag one way for the life of the Agreement.

**Banquet Gratuities:**

- a) The Company shall add a fifteen percent (15%) gratuity to the prices of wine service and other beverages added to the "host or cash bar" account.
- b) The Company shall add a fifteen percent (15%) gratuity to the invoice pre-tax selling price of food sold in the banquet department. Invoice pre-tax selling price means the price which the client is charged before taxes. In the event that the Company elects not to collect gratuities from the customer(s), the Company shall pay the gratuity directly to the employees.
- c) Notwithstanding (b) above, in the event the Company elects to discount a meal to a client from the regular selling price, the Company will top-up the gratuity portion to fifteen percent (15%) of the regular selling price.

d) Gratuity split shall be as follows:

Upon Ratification: eighty-six percent (86%) for union employees.  
fourteen percent (14%) for non-union employees.

July 1, 2001 eighty-seven percent (87%) for union employees  
thirteen percent (13%) for non-union employees.

July 1, 2002 eighty-eight percent (88%) for union employees  
twelve percent (12%) for non-union employees

**The method of distribution shall be in accordance with the formula agreed upon by the parties during negotiations as outlined herein.** The formula shall be applied on a bi-weekly basis. This distribution formula shall remain in effect for the life of the Agreement.

e) The Union shall have full access upon request to any and all relevant documentation related to banquet gratuities. The Company shall post an accounting of the gratuity pool and distribution of same on each pay day, a copy of which shall be sent to the Union.

**Banquet Gratuity Distribution:**

Employee Ratings:	Houseperson	.55
	Server	.95
	Captain	1.10

Notwithstanding the above, upon completing five (5) years of service in his respective classification, the employee shall be rated .5 higher than their respective classification rating. Employees with then (10) or more years of service shall be rated at 1.0 higher than their respective classification rating.

**Formula:**

Employee rating multiplied by their hours worked over the distribution period divided by the sum of the ratings multiplied by the total hours worked by all employees over the distribution period, multiplied by the total employee share of the gratuity revenue for the distribution period.

It is also noted that “hours” as referred to in this formula are to be “capped” at eight (8) hours for any given shift. Therefore, for the purpose of calculating gratuity entitlement, no employee will be credited with working more than eight (8) hours in any given shift.

Employee in “training” shall not receive gratuities.

**APPENDIX “B”****Meals:**

All employees working a shift of five (5) consecutive hours or more shall be entitled to receive a complimentary staff meal at no charge. In accordance with Revenue Canada guidelines, each employee working a shift five (5) hours or more shall have their T4 Income Tax Receipt charged with a taxable benefit equal to \$2.00 per shift worked to a maximum of \$10.00 per week, or as otherwise in accordance with Revenue Canada guidelines as amended from time to time.

## 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 Employer Health Tax 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.

#### MEMBERS

Life Insurance	- to age 65	\$5,000.00
	- age 65 and over\$	\$2,500.00
	- benefits terminate at age 70	
Accidental Death & Dismemberment	- same amounts as life insurance	
Weekly Indemnity	- plan pays 66 2/3rd % of normal wages	
	- maximum benefit is the maximum EI benefit, currently \$413 per week	
	- benefits start on the 1st day of disability due to an accident and the 8th day due to sickness or the 1st day of hospitalization due to sickness if earlier	
	- maximum payment period - 15 weeks	

MEMBERS AND DEPENDENTS

- Healthcare
- plan covers drugs and certain other supplies and services not covered by provincial medicare
  - plan pays 100% of covered expenses over and above an annual deductible. The deductible is \$25.00 per person but not more than \$50 for a family
  - payment for prescription drugs is limited to \$5000.00 per person per calendar year
  - for each prescription drug expense the plan will pay a maximum of \$7.00 towards the drugstore's dispensing fee
- Dentalcare
- plan covers basic services including examinations, x-rays, cleanings, periodontics, surgery, and anesthesia
  - plan does not cover major services such as crowns, bridges, dentures, or orthodontics
  - plan will pay 100% of the Ontario Dental Association schedule of fees. Each January 1 the fee guide is changed to the guide in effect two years prior
  - benefits are subject to an annual deductible of \$25.00 per person but not more than \$50.00 per family per year
  - payment for dental services is limited to \$2000.00 per person per calendar year

The new program, effective November 1, 1997, will be handled by the Local 261 Insurance plan administrator:

Lee-Power & Associates Inc.  
130 Slater Street, Suite 400  
Ottawa, Ont. K1P 6E2  
Phone 236-9007

Premiums:     Members \$20.00 / month plus taxes

The Company's contribution to premiums will be capped per employee, as follows:

Current:	\$105.00 / month plus taxes
July 1, 2001	\$107.00 / month plus taxes
July 1, 2002	\$110.00 / month plus taxes

If the premiums go above the Company's cap then the member will pay the difference.

## PENSION PLAN

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

### 1. Eligibility

All employees hired after May 1, 1982, must join the Plan after completion of two years of continuous uninterrupted service.

### 2. Contributions

- Employees will contribute a percentage (%) of their earnings, as follows:

Current	2.0%
July 1, 2001	2.5%
July 1, 2002	3.0%

- the Company agrees to contribute a percentage (%) of the earnings of each eligible employee, as follows:

Current	2.0%
July 1, 2001	2.5%
July 1, 2002	3.0%

### 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 early retirement with consent of the Company.



### Late Retirement

Employees may elect to defer retirement to age 71 with the consent of the Company.

### 5. Normal Form of Pension

The normal pension will be guaranteed for the lifetime of the retired member, however, a minimum guarantee period (e.g. 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;

Completed years of service	% Vested
<u>With the Company</u>	<u>Rights</u>
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 within the member hotels. 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 regularly scheduled and working twenty-four (24) hours or less per week will 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, 25, 26, and Appendix “A”, “B”, “E”, “F”, “T” and “J”.

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 holiday(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 with 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:

Banquets

Bar/Lounge/Restaurant

Bellperson/Doorman

Housekeeping

Kitchen

Maintenance

Room Service

Telephone

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

The parties agree to continue the past practice concerning uniforms and special clothing for the life of this Agreement except that the Company further agrees to also provide shirts/blouses to banquet employees.

- a) 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. The Company further agrees to replace uniforms as required based on normal wear and tear, on the condition that the old uniform has been returned.
- b) The selection of style and type of the uniform being contemplated by the Company shall be presented to the group of employees required to wear same. The final selection from those styles/types proposed by the Company will be determined by the majority vote of the affected group of employees.
- c) Upon termination of employment, employees shall return their uniform to the Company.
- d) The Company shall provide a footwear allowance to all employees in the amount of fifty dollars (\$50.00) once annually commencing March 1, 2001. The Company shall set the standard for appropriate footwear. A joint committee consisting of 2 union and 2 employer's representatives may make recommendations to the General Manager of the hotel regarding appropriate footwear for the various classifications within 90 days of the ratification of this Agreement.

**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 absences as a result of sickness or non-compensable injury must be reported to the Department Head or General Manager on the first day of absence within a period of three (3) hours prior to the normal reporting time of the employee concerned or as soon as possible thereafter.
2. Entitlement of sick leave allowance shall commence on the second day of the sick leave absence and continue to be paid on consecutive days thereafter until the employee becomes entitled to benefits under the “Short Term Disability Plan” or until the employee's sick leave allowance entitlements are exhausted, whichever occurs first.
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 case of illness or accident which is compensable under the Workplace Safety and Insurance Act.
6. Sick leave allowance will not be paid for illness or accident which occurs within the vacation of an employee.
7. The Company may request that an employee substantiate a sick leave absence with a doctor's certificate for absences in excess of five (5) days. The Company shall pay for any costs associated with such a request.

Where the Company feels absenteeism to be excessive, the Company reserves the right to request a medical certificate at any time. The Company agrees to pay all costs associated with such a request.

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 this case. The Company agrees to pay all costs associated with such a request.



**APPENDIX "H"**

1. Employees in the active employ of the Company who have completed three (3) months' 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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day (effective July 2, 2001)
Canada Day	Christmas Day
* Heritage Day	Boxing Day
Civic Holiday	
Employee's Anniversary of Employment	

- \* 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 days of the day of lay-off.

2. An employee who is eligible to receive paid holidays pursuant to this Article and who are required to work on a paid holiday may, at the employee's option;
  - i) be paid at the rate of time and one-half (x1 1/2) for all hours worked on the holiday plus receive the holiday pay referred to in 1. above, or;

- ii) be paid at the rate of time and one-half ( $\times 1 \frac{1}{2}$ ) for all hours worked on the holiday plus receive a paid day off in lieu of the holiday to be taken at a time chosen by the employee, provided the employee gives the Company at least one week advance written notice of his choice of day off in lieu of the holiday.
- 3. For the purpose of this Article an employee on vacation leave, paid sick leave or other paid authorized absence shall be considered to be at work.
- 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 to the Company or pay for the Holiday as provided herein.

**APPENDIX "T"****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.

**VACATION SCHEDULING:**

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

On or before January 1<sup>st</sup> each year, the Company shall post a vacation leave schedule for no fewer than two (2) months. Following this posting period, employees shall be asked, by seniority, within their respective department, to select their vacation period. Any requests for vacation leave during the aforementioned two (2) month period shall be granted by seniority.

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, 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 department basis, there will be no periods where no employee(s) shall not be granted vacation leave.)

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

Employees electing not to exercise their seniority when asked during this canvassing period shall be by-passed. Thereafter, such employees shall be permitted to request vacation leave for those weeks remaining available on the schedule, 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, there shall be no bumping on the vacation schedule.

**SERVICE REQUIREMENTS:**

- i) Less than one (1) years' continuous service - four percent (4%) of their earnings.
- ii) After completion of one (1) years' 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 ten (10) years' continuous service – four (4) weeks vacation with pay at eight percent (8%) of their earnings.

Note 1: Effective the date of ratification of the Agreement, the above vacation leave benefits shall apply to part-time employees.

Note 2: For the purposes of this Agreement, the term “earnings” shall include controlled gratuities, but no other gratuities.

**APPENDIX "J"**

**APPLICATION FOR MEMBERSHIP AND**

**CHECK-OFF AUTHORIZATION FORM**

in the

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

\*\*\*\*\*

\*

Name: \_\_\_\_\_

—

Employed: \_\_\_\_\_

—

I hereby request and accept membership in the Hospitality & Service Trades Union, Local 261, and promise to abide by the By-Law of Local 261 and the Constitution of the International Union, and further authorize said Local 261 to represent me in any negotiations concerning my wages, hours, working conditions and/or other employment matters with my employer.

As a condition of continuous employment, I agree to allow my employer to deduct from my earnings, monthly Union dues, assessments initiation and/or reinstatement fees.

I instruct my employer to deduct Union dues bi-weekly and to remit said deductions no later than the fifteenth day of the month following the month in which it was deducted, to H.S.T. - Local 261, in order to become and remain a member in good standing of the Union.

It is understood that the amount of dues and initiation fees is harmless for all deductions made, in accordance with this authorization form and the Collective Agreement.

PLEASE PRINT

ADDRESS: \_\_\_\_\_

SOCIAL SECURITY NO.: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

NEXT OF KIN: \_\_\_\_\_

FULL TIME: \_\_\_\_\_ PART TIME: \_\_\_\_\_

JOB CLASSIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WERE YOU EVER A MEMBER OF THIS INTERNATIONAL?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

APPLICANT'S

SIGNATURE: \_\_\_\_\_

**LETTER TO THE UNION ON HOTEL LETTERHEAD**

Dear Ms. Grella:

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

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.

**FOR THE UNION**

**FOR THE COMPANY**

-----

-----

-----

-----

-----

-----

**LETTER OF UNDERSTANDING**

between  
HOSPITALITY & SERVICE TRADES UNION, LOCAL 261  
and  
CHATEAU OTTAWA HOTEL INC.  
(c.o.b. as Sheraton Ottawa Hotel)

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

- a) In the Lounge within the bars, lounges and restaurant department, a server does not have to be scheduled. This is not meant to extend the guarantees as provided in Article 20.06.
- b) With respect to the application of Article 13.02 b) in the Kitchen Department, the Company shall maintain the current practice with respect to the performance of work within a classification.

**FOR THE UNION**

**FOR THE COMPANY**

-----  
  
-----  
  
-----

-----  
  
-----  
  
-----



**LETTER OF UNDERSTANDING**

between  
HOSPITALITY & SERVICE TRADES UNION, LOCAL 261  
and  
CHATEAU OTTAWA HOTEL INC.  
(c.o.b. as Sheraton Ottawa Hotel)

**Job Titles and Definitions**

The Company shall provide the Union with a listing of new and/or changed job titles and definitions for each position / classification within the bargaining unit at least thirty (30) days prior to implementation.

**FOR THE UNION**

**FOR THE COMPANY**

-----  
  
-----  
  
-----

-----  
  
-----  
  
-----

**LETTER OF UNDERSTANDING**

between  
HOSPITALITY & SERVICE TRADES UNION, LOCAL 261  
and  
CHATEAU OTTAWA HOTEL INC.  
(c.o.b. as Sheraton Ottawa Hotel )

**No Contracting Out**

The Company agrees that for the duration of its current Franchise/Management agreement with Sheraton, there shall be no changes to its operating methodologies which will result in the contracting out of work which is normally, regularly and historically performed by bargaining unit employees, unless such changes in operating methodologies are a result of obligations occurring from the Sheraton Franchise/Management agreement.

**FOR THE UNION**

**FOR THE COMPANY**

-----  
  
-----  
  
-----

-----  
  
-----  
  
-----