

Collective Agreement

Between

Delta Hotels Ltd

and

Hospitality & Service Trades Union
Local 261

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NOW THEREFORE the parties agree as follows:

ARTICLE 1 - PURPOSE

- 1.01. The general purpose of this Agreement is to establish mutually satisfactory relations between the Company, its employees who are subject to the provisions of this Agreement, 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.
- 1.03. The Union and the Company recognize that all workers in the hospitality industry are professional employees deserving of the highest regard and as such, the parties agree that the continued success and operation of the Company's establishment is dependant upon their mutual respect for one another's work. The Union, the Company, the non-union and union employees will work together to honour the principles of respect and dignity.

ARTICLE 2 - RECOGXITION

- 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. Effective January 1, 2007, \$2.85 per shift per agency person contracted to the Company. Effective January 1, 2008 \$2.95 per shift per agency person contracted to the Company and effective January 1, 2009 \$3.00 per shift per agency person contracted to the Company and that said monies are remitted to the Union Office 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 3 - 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 Office 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 and copies of any subsequent renewal collective agreement within five (5) days of them coming available for distribution.
- 3.09 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 completed copy of which shall be forwarded to the Union Office.
- 3.10 The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance, the Company shall adjust the amount in the next remittance after the error is discovered. The Company's liability for any and all amounts deducted pursuant to the provisions of this article shall terminate at the time it remits the amounts payable to the Union.

ARTICLE 4 - 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, 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 discriminator) 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.

4.02 It is understood that any claim that the Company has exercised such rights in conflict with this Agreement and/or any employment-related law may be the proper subject of a grievance.

ARTICLE 5 - 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 6 - 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.

The foregoing shall not apply where its application would prevent employees from exercising any legal rights that they may otherwise have. It is understood that such employee involvement shall not be during working hours and that any employees involved will not wear any item of clothing and/or name tag that will identify them as being an employee of the Company and provided that such involvement shall not take place on company premises.

ARTICLE 7 - 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 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 dealing with grievances and Union-related tasks.

A maximum of two (2) Shop Stewards shall be released from duty for a total 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.

- 7.05 The Company agrees to provide an opportunity for a maximum of one Shop Steward to attend Hotel Orientation group meetings for new employees for a maximum of ten (10) minutes so that the Shop Steward may familiarize new employees with the Union and this Agreement. The timing of such meetings and the timing of the Shop Steward's attendance will be determined by the People Resources Director. In the event the meeting occurs during the attending Shop Steward's working hours, such Shop Steward will be permitted to attend without loss of pay. In the event the meeting occurs during a time that no Shop Steward's are scheduled to work, a Shop Steward will still be provided with an opportunity to attend, but such attendance will be voluntary and will not constitute time worked.

ARTICLE 8 - 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.

Notwithstanding the above, in the event the Department Head or Designate is the subject of the complaint, the matter may be discussed with the Division Head (Leadership), and such person will stand in the place of the Department Head or Designate for the purpose of Step 1. In this event, the employee may be accompanied by his Steward if he requests such assistance.

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 9 and Article 11 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 9 - 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. Notwithstanding the foregoing, a probationary employee shall not be prevented from filing a grievance related to an alleged contravention of the rest of the Collective Agreement
- d) **So** discipline can be taken against any employee regarding a violation of a company rule or regulation where such rule or regulation was not clearly communicated to the employee(s).

- 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 Office. The employee shall also be given the appropriate documentation for employment insurance purposes.
- 9.03 Any grievance relating to a suspension or discharge shall be filed at Step 3 within five days from the date of the Union Office 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 settled by confirming the Company'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 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 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 Office.
 - b) Prior discipline cannot be used in progressive discipline if twelve (12) 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.
 - 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 10 - 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.
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ARTICLE 11 - 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 8 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 12 - 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 within fifteen (15) days of receipt of the notice of intent to refer the matter to arbitration, 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, unless otherwise agreed by the parties in writing.

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 13 - 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) & (e))
- 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 13 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:
- 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.

- d) 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 but not less than seven (7) calendar days prior to the effective date of the layoff except in situations outside the Company's control (Acts of God, Fire, Flood, etc.). Failure to provide such notice shall result in pay in lieu of notice.
- f) In the event of a closure 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 days in the new department.

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, unless the probationary period is extended by mutual agreement between the Company and the Union. Such agreement shall not be unreasonably withheld. Seniority shall become effective after the completion of the probationary period.

13.04 An employee shall lose all seniority and his employment shall be 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 Office 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 by last name.

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. In a case involving a Workplace Safety and Insurance Board claim, the *Workplace Safety and Insurance Act* shall apply.

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 indicating that he is fit to return to work to his regular duties. Where such a request is made, the Company shall reimburse the employee for the costs of the medical certificate only.

- 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 a member of the Union and thus 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 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. 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 four (4) 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 disagrees with the wage rate the grievance procedure shall apply.

- 13.16 An employee shall lose all seniority rights and his employment shall be deemed to have terminated if he is absent for a period of three (3) or more consecutive working days without notifying the Company of such absence unless he can provide to the Company a bona fide reason for both the absence and the failure to notify.

ARTICLE 14 - 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, 2000*, 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 15 - BEREAVEMENT LEAVE

- 15.01 a) Employees who have completed their probationary period shall be entitled to receive the following leave of absence and will be paid their regular rate for each regularly scheduled work day that occurs within such period:
- i) Four (4) days in the event of the death of an employee's spouse, common law spouse, son or daughter, father or mother.
 - ii) Four (4) days in the event of the death of an employee's brother or sister, mother-in-law or father-in-law, grandchild or grandparent, step-mother or step-father.
- 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 under summons or subpoena, 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, such time spent by the employee shall be considered at time worked.

ARTICLE 16 - 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 before being posted.

ARTICLE 17 - 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 18 - 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. 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 19 - BONDING

19.01 It is expressly understood that where bonding is determined by the Company to be a condition of employment, each employee hired on or after the date such determination was made 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 Office 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 20 - 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 workweek. 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 (40) hours per week and eight (8) hours per day; and for all hours worked on a day where an employee is called in to work from vacation.

a) At the employee's option, overtime may be compensated as follows:

- i) in pay, subject to the usual statutory deductions; or
- ii) in time off in lieu of pay, in which case overtime worked will be converted to straight time hours (i.e. 8 hours overtime = 12 hours time off in lieu); or
- iii) in the accumulated and gross amount owed being deposited into the employee's RRSP account.

(b) In the application of option (a)(ii) above, employees shall select their option to take time off in lieu of overtime at six (6) month intervals (by January 1st and July 1st each year). Requests for time off must be provided at least one (1) week in advance, or shorter period if agreed by the parties, and the granting of such requests shall not be unreasonably withheld. Should the employee not take his accumulated time off within each six-month period, it shall automatically be paid out pursuant to option (a)(i) above.

(c) In the application of (a)(iii) above, employees shall, no later than twenty (20) calendar days prior to the beginning of each calendar year, select their option to have all overtime compensated by the accumulated and gross amount owing being deposited into the employee's RRSP account. Such selection shall be provided to the Company in writing and contain all relevant and required RRSP information. Confirmation of contribution room shall be an ongoing obligation on the employee such that if a participating employee's RRSP contributions reach the maximum allowable pursuant to the Canada Revenue Agency guidelines at any point, the employee shall immediately advise the Company and thereafter overtime will automatically revert to being paid pursuant to option (a)(i) above for the balance of the year. On an employee's initial election, the Company will provide the employee with the financial institution information required for the employee to establish his RRSP account for use in the application of option (a)(iii) above.

(d) Failure to make an election in writing and in accordance with either (b) or (c) above will result in the Company applying option (a)(i) above.

- 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 overtime worked, and their starting time for their next scheduled shift is fewer than eight (8) hours, the full-time 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. The employer is not obligated to schedule shifts 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) fifteen (15) 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 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 and lounges, who shall receive six (6) guaranteed hours. Part-time and Health Club employees shall receive four (4) guaranteed hours.
- 20.08 a) Split shift assignments 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 four dollars (\$4.00) 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. Where such notice is not given, employees shall receive pay for the scheduled hours of work.

- 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 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 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 21 - 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. Where required by the Company, employees temporarily assigned to a lower rated classification 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 22 - GENERAL

22.01 Individual Agreements

No arrangements shall be made between any employee and the Company which conflicts with the terms of this Agreement or any employment related laws. Should the Union allege that this Article has been breached, such alleged breach shall be subject to the provisions of Article 11.

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, 2000* 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 1st and July 1st 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 Office with a "status" seniority list, by classification, on or before the 30th 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.

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 23 - APPENDICES

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

ARTICLE 24 - TERMINATION

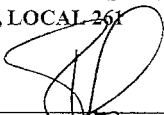
24.01 This Agreement shall become effective on the 1st day of July 2006, and shall remain in full force and effect until the 30th day of June 2010, and shall continue in effect from year to year thereafter, unless either party shall give written notice not more than ninety (90) days and not less than thirty (30) days before the termination of its desire to amend the Agreement.

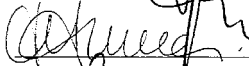
Signed at Ottawa, this 22 day of JANUARY, 2007.

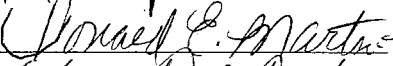
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.


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


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

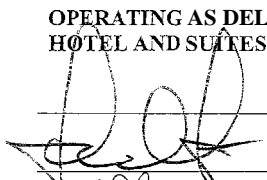















APPENDIX "A"

HOTEL CLASSIFICATION AND WAGE SCALE

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

Classification	3% 1-Jul-06	1.75% 1-Jul-07	1.75% 1-Jan-08	1.75% 1-Jul-08	1.75% 1-Jan-09	2.0% 1-Jul-09	2.0% 1-Jan-10
Room Attendant	*15.33	15.59	15.87	16.15	16.43	16.76	17.09
Houseperson	14.47	14.72	14.98	15.24	15.51	15.82	16.14
Cleaner	14.47	14.72	14.98	15.24	15.51	15.82	16.14
Laundry Attendant	*14.74	15.00	15.26	15.53	15.80	16.11	16.44
Seamstress/Tailor	*15.33	15.59	15.87	16.15	16.43	16.76	17.09
Telephone Operator	14.75	15.01	15.27	15.54	15.81	16.13	16.45
Bell/Vallet Person	10.48	10.66	10.84	11.03	11.23	11.45	11.68
Chef de partie Saucier	20.70	21.07	21.43	21.81	22.19	22.63	23.09
Chef de partie Banquets	20.70	21.07	21.43	21.81	22.19	22.63	23.09
Chef de partie	20.70	21.07	21.43	21.81	22.19	22.63	23.09
1 st Cook	18.27	18.59	18.92	19.25	19.59	19.98	20.38
2 nd Cook	17.80	18.11	18.43	18.75	19.08	19.46	19.85
3 rd Cook	16.30	16.59	16.88	17.18	17.48	17.83	18.18
General Assistant	15.69	15.96	16.24	16.52	16.81	17.15	17.49
Receiver	16.30	16.59	16.88	17.18	17.48	17.83	18.18
Steward	14.34	14.59	14.84	15.10	15.37	15.68	15.99
Host/Hostess	15.04	15.30	15.57	15.84	16.12	16.44	16.77
Busperson	12.33	12.54	12.76	12.99	13.22	13.48	13.75
Captain Server	12.14	12.36	12.57	12.79	13.02	13.28	13.54
Server Food	10.48	10.66	10.84	11.03	11.23	11.45	11.68
Minibar Attendant	15.33	15.59	15.87	16.15	16.43	16.76	17.09
Composite Bartender	12.78	13.01	13.23	13.47	13.70	13.97	14.25
In-Room Dining Server	10.48	10.66	10.84	11.03	11.23	11.45	11.68
Maintenance 1	20.33	20.69	21.05	21.42	21.79	22.23	22.67
Maintenance 2	18.85	19.18	19.51	19.86	20.20	20.61	21.02
Health Club Attendant	12.82	13.05	13.28	13.51	13.74	14.02	14.30
Business Lounge Attendant	13.88	14.13	14.37	14.63	14.88	15.18	15.48

*Effective July 1, 2006 only wage adjustment for room attendants and seamstress/tailor thirty cents (\$0.30) per hour, added before % increase.

*Effective July 1, 2006 only wage adjustment for laundry attendants ten cents (\$0.10) per hour, added before % 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 duration of the employee's probation period.

Tour Baggage Gratuity

For all contracts signed after ratification the tour baggage gratuity shall be as follow:

	July 1, 2005	\$2.95
(Date of Ratification)	October 6, 2006	\$3.25
	July 1, 2007	\$3.50
	July 1, 2008	\$3.75

The new tour baggage gratuity rates are for contracts signed by the client on or after October 6, 2006.

Banquet Gratuities

(a) 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.

(b) The banquet gratuities shall be split as follows:

July 1, 2005	88% tip pool 12%	for employees for management
July 1, 2007	89% tip pool 11%	for employees for management
July1 , 2008	90% tip pool 10%	for employees for management
July1 , 2009	91% tip pool 9%	for employees for management

(c) Distribution of the Union member's portion shall remain as currently distributed.

(d) If there is a dispute, 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 Office.

Rates & Favours

The Company shall provide to the employee who delivers to a guest's room a rate or favour a gratuity of seventy-five cents (\$0.75) per delivery. Effective July 1, 2007 the Company shall provide to the employee who delivers to a guest's room a rate or favour a gratuity of one dollar (\$1.00) per delivery.

Valet Parking

Upon request by a guest for valet parking service, the Company shall provide a gratuity of two dollars and fifty cents (\$2.50) per guest per day per vehicle that is parked via valet parking (in and out privileges do not attract an additional gratuity).

Effective July 1, 2007 - \$2.75

Effective July 1, 2008 - \$3.00

Union Resource Fund

Effective the date of ratification and for the duration of this Agreement, the Company agrees to contribute to the Union Resource Fund premiums in the amount equal to four cents (\$0.04) per hour worked by a bargaining unit employees. Effective July 1, 2009, five cents (\$0.05) per hour worked.

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 purposes 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

Family \$18.00/month **plus** applicable taxes

The Company and the Union agree to grandfather 17 employees currently on couple coverage prior to October 6, 2006. All eligible new employees will have the option of single or family coverage and "Couple" has been removed from the collective agreement.

ELIGIBILITY

Eligibility shall be full-time employees as defined in 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 Great – West 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 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 to 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 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) 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, 2003 each eligible employee who chooses to join or is required to join the Plan will contribute 3% of their earnings and the Company agrees to contribute 3% of the earnings of each eligible employee who chooses to join or is required to join the Plan.
- effective July 1, 2007 each eligible employee who chooses to join or is required to join the Plan will contribute 3.2% of their earnings and the Company agrees to contribute 3.2% 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**

The normal age of retirement is 65. Employees retiring at age 65 shall do so 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. The procedure for determining such election will be as follows: (1) employee to make such election one month before the employee's 65th birthday or any subsequent birthday thereafter up to the age of 69; and (2) such election must be supported with a medical certificate confirming that the employee is 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;

Complete years of service With the Company	% Vested Rights
After 2 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, 15 16, 17, 18, 19, 20, 21, 22, 23, 24 and Appendix "A", "B", "E", "F" and "H".

2. Part-time employees who are scheduled or called in to work on any given day, once they report to work, shall receive pay for all hours offered/scheduled but in no event shall they receive less than four (4) hours pay.

APPENDIX "E"

The Departments for seniority purposes are:

Telephone

Bell/Vallet Person

Housekeeping & Laundry

Kitchens & Stewards

Bars & Lounges

Capital Club Dining Room

Restaurant

Delta Club Lounge

In-Room Dining Server

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.

For the calendar year January 1, 2006 to December 31, 2006, the Company shall reimburse all full-time employees for the cost of footwear in the amount of fifty dollars (\$50.00) per year, upon receipt of proof of purchase of footwear meeting the Company's guidelines.

For the calendar year 2007 \$55.00

For the calendar year 2008 \$60.00

For the calendar year 2009 \$65.00

Commencing on January 1, 2006, the Company shall reimburse all part-time employees for the cost of footwear in the amount of fifty dollars (\$50.00) on that year on that year and every second year thereafter upon receipt of proof of purchase of foot wear meeting the Company's guidelines.

For the calendar year 2007 \$55.00 (eligible every 2nd year)

For the calendar year 2008 \$60.00 (eligible every 2nd year)

For the calendar year 2009 \$65.00 (eligible every 2nd year)

The foregoing footwear must be in accordance with the Company's guidelines. These guidelines will be developed with employee input.

All uniform items provided by the Company shall be union made in Canada, if possible, and so long as the Company does not incur any additional cost.

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, or as soon as reasonably possible thereafter.
2. The allowance for sick pay shall commence on the second day of illness where such absence is substantiated by a doctor's 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 be paid for illness or accident which occurs within the vacation of an employee, where such sick leave is substantiated by a medical certificate. Any vacation leave that is displaced as a result shall be re-credited to the employee.
7. Upon request, sick leave absences 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 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 of employment
Heritage Day (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.

2. Holiday pay for full-time employees 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. Holiday pay for part-time employees shall be equal to the total amount of the part-time employees’ regular wages earned and vacation pay payable in the four work weeks before the work week in which the holiday occurred, divided by 20. Subject to the foregoing, an employee who is laid off will receive any holidays which occur within seven (7) days of the day of lay-off.
3. **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 option of the employee, be granted a day off with pay in lieu of the holiday at his regular rate of pay to be taken within a period of thirty (30) days prior to or thirty (30) days subsequent to the holiday concerned. The employee shall provide one (1) week’s advance notice or shorter notice if agreeable to both the Company and the employee of his election to take an alternate day off in lieu of the holiday, and such election will not be unreasonably denied by the Company. 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.
4. An employee required to work on a holiday shall be paid for authorized work performed on the holiday at the rate of time and one-half, in addition to the holiday pay referred to in 2 above.
5. If a holiday falls within **an** employee’s vacation period, at the employee’s option, 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.
6. An employee must meet the eligibility criteria set out in the *Employment Standards Act, 2000* in order to qualify for any entitlements under this Appendix.

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.

Service Requirements

- i) Less than one (1) year's 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 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 1st 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 30th 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 15th and January 15th 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 cancelled 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 OF UNDERSTANDING

between

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

and

DELTA OTTAWA HOTEL & SUITES

The parties hereby agree that:

1. The Hotel, the Union 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 designate. 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.

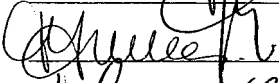
With respect to the Housekeeping Department it is agreed that, to the extent that days off on weekends are available, they will be granted to the Room Attendants in order of seniority.

Notwithstanding the foregoing, the parties acknowledge the Company's concerns as it relates to the bell desk and their frequently changing schedules and hereby agree that, once posted, schedules shall not be changed, except as is expressly permitted under Article 20.09 of the Collective Agreement,

Dated at Ottawa, this 22 day of JANUARY 2007

For the Union



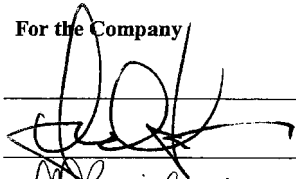


Donald B. Martin

Anthony Paul Bess

M. Baldean

For the Company



Braithwaite

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:

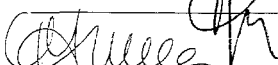
- a) In the lounge department on evenings and weekends, the server does not have to be scheduled. This is not meant to extend the guarantees as provided in article 20.06.
- b) In the restaurant busboys shall be scheduled in accordance with service levels and current practice.
- c) Kitchen

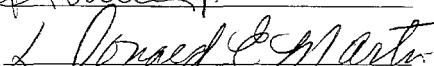
Dated at Ottawa, this 22 day of January, 2007

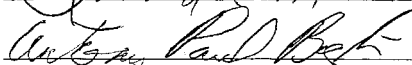
For the Union


For the Company

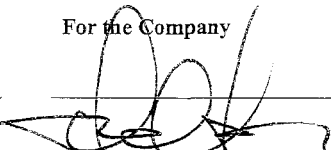


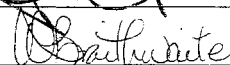












LETTER OF UNDERSTANDING

between

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

and

DELTA OTTAWA HOTEL & SUITES

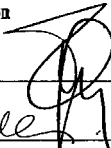
Training Premium

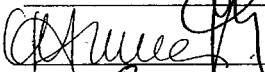
Employee's being assigned the responsibility to **train** other employees and designated as Designated Trainer by the Company, shall receive a premium in the amount of seventy-five cents (\$0.75) per hour for all hours spent performing On-Line Training.

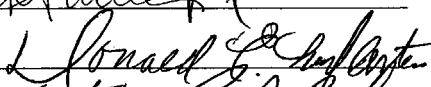
The Union acknowledges that it is the exclusive function of the Company to determine, maintain and enforce training policies and procedures and as well, to establish the criteria for the selection of Designated **Trainers** and to provide their assignments.

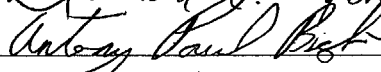
Dated at Ottawa, this 22 day of JANUARY 2007.

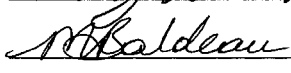
For the Union











For the Company

