

COLLECTIVE AGREEMENT

between

HOSPITALITY AND SERVICE TRADES UNION LOCAL 261

(hereinafter referred to as the "Union")



OF THE FIRST PART

and

DELTA OTTAWA CITY CENTRE HOTEL

(hereinafter referred to as the "Company")

OF THE SECOND PART



Effective: September 1, 2013

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COLLECTIVE AGREEMENT

Between: HOSPITALITY AND SERVICE TRADES UNION, LOCAL 261
(hereinafter referred to as the "Union")
of the first part

And: Delta Ottawa City Centre Hotel
(hereinafter referred to as the "Company")
of the second part

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of the Agreement is to establish mutually satisfactory relations between the Company, its employees 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.
- 1.02 It is the mutual desire of the parties to ensure that only the highest standards of service are 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 proficient and qualified deserving of the highest regard and as such, the parties agree that the continued success and operation of the Company's Hotel is dependent upon the mutual respect of everybody's work. As well, the Union, Company, bargaining unit and non-bargaining unit employees will work together with respect and dignity and will work towards eliminating and preventing workplace violence and threats of any kind.

ARTICLE 2 - RECOGNITION

- 2.01 (a) The Company recognizes the Union as the sole and exclusive bargaining agent for all employees described in the Ontario Labour Relations Board certificates issued November 16th, 1990, with respect to the Skyline Hotel.
- 2.01 (b) All work normally performed by persons not excluded above shall be considered bargaining unit work.

- 2.02 Whenever the male gender is used in the 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) The Company agrees that it will not assign, as a rule, work now being performed by members of the bargaining unit to persons outside the bargaining unit.
- (c) The Company shall make every reasonable effort to avoid using outside agencies for banquet functions. However, 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 \$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.

Notwithstanding the above, the Union agrees that the Company shall be entitled to use the services of persons who are members of the Union in a bargaining unit other than the Company's for the purpose of augmenting the Company's employee complement to work a particular banquet function.

ARTICLE 3 - UNION SECURITY

- 3.01 (a) 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.
- (b) The parties agree that the facilities shall be a Union shop and that all employees based on the scope of the Agreement in accordance with "Appendix A" shall be members of the Union and it is a condition of employment that each individual should be a member of the Union.
- 3.02 (a) 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.
- 3.02 (b) In the event of a shortfall in the collection and remittance of Union dues, the Union shall notify the Company in writing. This notification shall include,

where the Union has the information, the total dollar amount of the shortfall and the employee(s) that the shortfall relates to. The Company shall thereafter make the required deduction from the affected employee(s) and make the remittance to the Union Office. Where the Company has failed to comply, without cause, with the Union's notification for a period of more than sixty (60) days, the Company shall not make the required deduction from the affected employee(s), but rather will be responsible for making the payment to the Union Office itself.

- 3.03 The Company shall deduct and remit union dues to the Union Office as directed in writing, in accordance with the Union's By-Laws. Where the directions cannot be implemented or will result in an additional cost to the Company, the parties agree to meet and discuss alternate methods of implementation, so long as this does not result in any additional cost to the Company.
- 3.04 Prior to the last day of each month, the monies deducted shall be sent to the Secretary Treasurer & Business Manager of the Union, together with a list of 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 on an absence in excess of thirty (30) days due to illness, his dues shall be deducted from the first pay following his return to work, unless agreed by the Union, in writing.
- 3.07 The Company will provide one copy of the Collective Agreement to each employee at the time of hire and will provide all employees with one copy of any subsequent collective agreement within ten (10) days of receiving them from the printer.
- 3.08 Each new employee shall furnish the Company at the time of hire with a signed application for Union membership and dues check-off authorization. A copy of the form shall be forwarded to the Union Office.

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, lay-off and recall, classify, direct, transfer, promote, or to discharge, retire, demote, suspend or otherwise discipline any employee who has attained seniority for just cause, subject to the right of the employee to lodge a grievance in the manner and to the extent hereinafter provided.
 - (c) Maintain and enforce existing rules and regulations and to establish new 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 new rules and regulations shall be forwarded to the Union Office no less than ten (10) days prior to implementation.
 - (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 of 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 production 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 and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and it is understood that a claim by an employee or employees or the Union that the Company has so exercised these rights shall be subject to the grievance procedure and be dealt with as hereinafter provided.
- 4.03 All employees working in a food and beverage classification must have achieved their Smart Serve certification through LLBO as a condition of their employment with the Company.

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 LOCK-OUTS

- 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, inside or on the streets adjacent to the Hotel, which may arise between any other employer and the employees of such other employer.

This provision shall not apply where its application would restrict or prevent an employee from exercising any legal rights and/or prerogatives they may otherwise have.

ARTICLE 7 - REPRESENTATION

- 7.01 (a) The Company acknowledges the right of the Union to appoint, elect or otherwise select five (5) Shop Stewards from amongst employees of the Company, who have completed their probationary period of the 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 any of the Shop Stewards can approach the Human Resources Director with the intent to meet to discuss and review current labour relations issues in the Hotel. The focus of the discussions 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.

Shop Stewards and/or Union Executive Board members shall be released from duty for the time required to attend any on site Union meeting, to a maximum of one (1) per quarter, involving the general membership of the bargaining unit without loss of pay, provided his attendance will not adversely affect the Company's operation.

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 Complaints or 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, unless the employee feels uncomfortable dealing directly with the Department Head in which case he may discuss the matter with another member of management other than those designated in the grievance procedure and may be accompanied by his shop steward if he requests such assistance. No complaint shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before taking it up with his Department Head, unless the employee feels uncomfortable dealing directly with the other than Department Head in which case he may discuss the matter with member of management those designated in the grievance procedure. However, where an employee's complaint is of such a nature that the employee concerned could not have been aware of the alleged occurrence at the actual date of same, the complaint shall be deemed, for all purposes, to have occurred on the first date on which the employee could reasonably have had such awareness.

Any settlement reached at this stage of the grievance procedure shall not adversely affect any rights or benefits of any other bargaining unit employee(s) and shall be on a without prejudice basis.

If such complaint 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 formal steps of the grievance procedure may be invoked in order.

Step No. 2

Failing settlement at Step 1 or failing receipt of a response within the time limits prescribed therein, 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 Local Union. The Local Union shall reduce the grievance to writing and present same to the Director of Human Resources Services or his/her designate within five (5) days after receiving the reply at Step 1 or within five (5) days of the date on which the reply at Step 1 should have been received. The grievance shall contain the names of all the employees who have the same grievance. The Director of Human Resources Services or his/her designate shall deal with the grievance and provide his answer to the Local Union Office in writing within two (2) days after he received the grievance.

Step No. 3

If the matter is not settled at Step 2 or failing receipt of a response within the time limits prescribed therein the Local Union representative shall take up the grievance with the Hotel's General Manager or his designated representative within five (5) days after the Local Union receives the answer from Step 2 or the date the answer from Step 2 was due to be received.

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, but the referral to arbitration must be made in writing within ten (10) days after the period of forty-eight hours referred to above has expired.

- 8.03 All time 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.
- 8.04 If a grievance is not processed within the time limits set forth above, it shall automatically proceed to the next step of the grievance procedure.

ARTICLE 9 - DISCHARGE CASES

- 9.01 (a) 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.
- (b) 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 Office. The employee shall also be given the appropriate documents for employment insurance purposes.
- (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. The grievance procedure shall not apply to employees who have not attained seniority unless there is a claim that said decision to terminate is arbitrary, discriminatory or in bad faith.
- 9.02 Any grievance relating to a suspension or discharge shall be filed at Step No. 3 within five (5) days from the date 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.

- 9.03 Grievances alleging unjust discharge may be settled by confirming the Company's action in dismissing the employee, or by reinstating with full compensation for time lost, or by any other arrangement, which is just and equitable in the opinion of the conferring parties.
- 9.04 No discipline shall be taken after ten (10) days of the date of the incident giving rise to the discipline or the date on which the Company could reasonably have become aware of the incident, whichever is later. Furthermore, 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. The employee may waive the assistance of the Union by doing so in writing in advance or at the time of the meeting. A copy of any adverse record shall be supplied to the employee and a copy shall be forwarded to the Union Office. Any written response by the employee and/or the Union shall be appended to such record and form part of said file.
- 9.05 Upon request by an employee, that employee's record will be available for review by the employee, or a representative of the Union, subject to reasonable notice being given of the request, and arrangements being made for a mutually convenient time for the review.
- 9.06 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.
- 9.07 No bargaining unit employee shall discipline another bargaining unit employee. This shall not prevent employees with lead hand responsibilities from giving directions to other bargaining unit members.

ARTICLE 10 - 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.
- 10.02 No arrangement(s) shall be made between the Company and the employee(s) that may be against the law and/or that conflict with the terms of this Agreement.

ARTICLE 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) 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 received 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, one shall be appointed by the Ministry of Labour.
- 12.03 No person may be appointed as arbitrator who has been previously involved in attempts to negotiate or settle the grievance.
- 12.04 Each of the parties hereto shall bear equally the expense of the arbitrator.
- 12.05 No matter will be referred to arbitration without first being properly addressed in the grievance procedure.
- 12.06 The arbitrator shall not be authorized to make any decision that is inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of the Agreement, except that the arbitrator may, at his discretion, modify any penalty which has been imposed on the aggrieved employee(s).
- 12.07 The arbitrator shall hold a hearing as soon as possible and render his decision within thirty (30) days after the hearing. The decision of such arbitrator shall be final and binding amongst the parties.
- 12.08 Except where circumstances otherwise warrant, as determined by the arbitrator, the arbitration hearing(s) shall be held on the Company's premises at no cost to the Union. The Company shall not be expected to lose revenues as a result of this provision.

ARTICLE 13 - SENIORITY

Purpose: The purpose of seniority is to accord preference to employees in

recognition to their length of service with the Company. Seniority is intended to provide maximum work opportunities to senior employees in accordance with the following provisions of Article 13.

- 13.01 (a) Classification seniority shall be defined as an employee's total length of service within a particular classification. The applications of this type of seniority are as follows:
- Reduction of working hours
 - Selection of available days off
 - Vacation preference
 - Promotions
 - Lay-off/recall
 - Reduction or increase of staff
- (b) Company seniority shall be defined as an employee's total length of continuous service with the Company, regardless of department or classification seniority. Company seniority shall apply in all cases where departmental seniority does not determine seniority rights.
- (c) 1) Departmental seniority shall be defined as an employee's total length of service in a specific department, regardless of classification or Company seniority. Departmental seniority shall apply in all cases where classification seniority does not determine seniority rights.
- 2) Departmental seniority shall be held in the following departments:
1. Restaurant
 2. Lounge
 3. Kitchen
 4. Stewarding
 5. Housekeeping
 6. Maintenance
 7. Bell Desk
 8. Banquets
 9. Stores
 10. Switchboard
- 13.02 Senior employees shall have the preference for promotion to preferred or higher paid jobs when promotions are made or vacancies occur within the staff.
- 13.03 Employees whose positions are abolished, or who are displaced, shall be entitled to exercise their seniority rights within their respective classification displacing junior employees, provided they have the qualifications to perform the work.
- 13.04 (a) For the purpose of making known to the employees the various vacancies which occur in the various classifications, a special bulletin board will be maintained by the Company's Human Resources Department.

- (b) Notwithstanding 13.04a) above, 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 part-time employees within the classification, in order of seniority. Any resultant vacancy shall then be posted in accordance with article 13.04 (a).
- 13.05 Any employee declining a promotion or failing to qualify for a higher position, shall retain his seniority rights in the position held previously.
- 13.06 Seniority rights shall become effective after completing a probationary period of ninety calendar (90) days. Upon completing their respective probationary period, seniority shall apply from the last date of hire.
- 13.07 (a) In the case of lay-off probationary employees shall be the first to be laid off. Thereafter, part-time employees shall be laid off next. Full-time employees shall be laid off after all previously mentioned categories of employees are laid off in the reverse order of seniority.
- Before any new employees are hired, laid off employees shall be recalled to work by registered mail in the reverse order to which they were laid off.
- The Company agrees to make every reasonable effort to provide notice of lay-off as far in advance as possible, but not less than forty-eight (48) hours in advance or award pay in lieu thereof.
- (b) Employees shall only be permitted to perform work which would otherwise be performed by employees of another classification when all employees in that classification are working the maximum hours available in their classification by seniority. The assignment of said work within the classification shall be on a temporary basis in accordance with Article 19.01.
- 13.08 The Company will maintain all full-time benefits following a lay-off of a full-time employee for a period of thirteen (13) weeks.
- 13.09 Revised 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 quarterly. For employees hired on the same day, their position on the seniority list will be determined alphabetically.
- Copies of all seniority lists shall be supplied to the Union Office at the times of posting outlined above. Protests relating to seniority status must be submitted to the Company within ten (10) days from the date of posting of the seniority list and shall be treated as grievances, otherwise said lists shall be deemed correct until the next posting period, at which time previously identified errors shall be corrected.
- 13.10 No shop steward shall be dismissed until the Union Office is notified in

writing, or a meeting is held between the Union representative and the Company representative, unless the offence is of serious enough nature in the opinion of the Company that will require his immediate removal from the premises.

However, in all cases, either party may invoke the grievance procedure. In the event the shop steward is laid off, he shall be first to be recalled in his department, provided he is qualified and has the ability to perform the work in question.

- 13.11 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. Vacation shall be considered time worked for the purpose of determining an employee's status.

- 13.12 If, due to 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.

- 13.13 Vacancies for new jobs and permanent positions within the bargaining unit shall be posted for a minimum period of four (4) days, one of which must be a weekend day.

- 13.14 Any employees who have been laid off and who are notified to return to work (by registered mail) and does not return to work, and does not notify the Director of Human Resources Services, and/or Department Head of his intention to return to work, within five (5) of the date of mailing by registered mail to the employee's last recorded address (Saturday and Sunday excluded) shall be considered as having terminated employment with the Company. Employees must notify the Company and Union Office of any changes of address during the life of this Agreement.

- 13.15 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, including the right

to continue to accumulate seniority.

- 13.16 If the Company creates a new classification within the bargaining unit, the Company agrees to inform the Union Office of the new classification and proposed rate of pay and the job description prior to implementation. If the Union disagrees with the wage rate, the matter shall be dealt with through interest arbitration.
- 13.17 Any employee who has been absent from work for three (3) consecutive workdays without notifying his Department Head or the Director of Human Resources, shall be considered as having terminated his employment with the Company. In the event the Department Head or the Director of Human Resources, as the case may be, is not available to answer the telephone, a voicemail message may be left and shall constitute the required notification.
- 13.18 When a department manager is attempting to contact employees, to offer a shift that has become available for that day the shift shall be given to the first available employee accepting such shift who responds to the department manager's telephone contact. Such canvassing shall be done in order of seniority among employees not already working.

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. All requests for such leaves of absence shall be in writing and addressed to the General Manager as far in advance as practicable. The General Manager shall reply to such request within seven (7) working days. Approval for such requests shall be subject to operational requirements. 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 was granted, the employee shall lose all seniority and his employment shall be deemed to have terminated.
- 14.02 Leave of absence will be granted to not more than one (1) employee who has been selected by the Union membership as a delegate to attend a Union convention or seminar and to not more than five (5) 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.
- 14.03 (a) In the event of a death in the employee's immediate family, that is husband, wife, son, daughter, father or mother, brother, sister, mother-in-law or father-in-law, grandchild, grandfather, and grandmother, employees who have completed their probationary period shall be entitled to receive four (4) days leave of absence and will be paid their regular rate for each-scheduled work day that occurs within such seven (7) day period.

The request for such leave must be made at the time of death or as soon as

possible thereafter.

In addition to the aforementioned leave, where the burial/interment of the deceased is not possible at the time of the death, one (1) additional day's leave with pay shall be granted to employees to attend the burial/interment so long as the employee is scheduled to work that day.

- (b) In order to qualify for the foregoing leave of absence, upon request an employee must supply satisfactory proof of death by way of a doctor's certificate or newspaper clipping and must promptly notify his or her Department Head.
- (c) In the application of this Article, the Company agrees to recognize "common law" relations, as defined by the Canada Customs and Revenue Agency, in the same fashion as relations by way of "marriage" are recognized.

14.04 The Company agrees to grant employees pregnancy and/or parental leave, in accordance with the provisions of the Employment Standards Act as amended.

14.05 Where an employee is required under summons or subpoena to attend a legal proceeding other than an arbitration, and other than if 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 and/or services.

ARTICLE 15 - BULLETIN BOARD

15.01 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 and submitted to the Hotel General Manager or his authorized representative, to be posted.

ARTICLE 16 - ACCESS TO PREMISES

16.01 No more than two (2) official representatives of the Union shall be permitted to enter the company's premises, after informing the Hotel General Manager or Duty Manager 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 17 - LOCKERS AND DRESSING ROOMS

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

- 17.02 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 18 - HOURS OF WORK AND OVERTIME

- 18.01 The normal-work week for all employees within the bargaining unit, with the exception of part-time employees, shall consist of forty (40) hours comprised of eight (8) hours per day in five (5) days per week.

- 18.02 A work schedule showing the hours of each employee shall be posted by Thursday at 11:00 am for the following week. Any changes to the work schedule which result in a reduction of an employee's scheduled work - week requires notice of forty-eight (48) hours in advance.

Changes to the work schedule, which result in an increase to an employee's scheduled work week requires twenty-four (24) hours notice, in advance, in order to compel an employee to report to work, except in cases of sickness, bereavement or accident causing a shortage of staff. In such cases, the Company shall provide as much notice in advance as possible.

Any changes to a work schedule must be preapproved by the Department Head responsible.

- 18.03 (a) Each employee shall be allowed one fifteen (15) minute rest period for each four (4) hour work segment, exclusive of the meal period, and such time shall be regarded as time worked. No employee shall be required to work five (5) consecutive hours or more without being provided with a one-half (½) hour unpaid meal period.
- (b) Where the Company compels employees not to take their meal break due to service requirements, they shall be granted an additional hours' pay in lieu of said meal break at regular straight time.
- (c) Where the Company compels employees not to take their rest breaks due to service requirements, they shall be granted an additional hours pay in lieu of said rest breaks at regular straight time.
- (d) The above payments (in lieu of break entitlements) shall be paid on if the manager or supervisor on duty decides service requirements make it impossible for the employee to take rest or meal breaks during his shift.

- 18.04 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 food and beverage servers, who shall receive six (6) guaranteed hours. Part-time and banquet employees shall receive four (4) guaranteed hours.

- 18.05 Overtime for all employees shall be defined as all hours worked by an employee in excess of forty (40) hours in any week, eight (8) hours per working day, on an employee's scheduled day off during his vacation period or on each consecutive day of work after five (5) days.
- 18.06 All overtime shall be paid at the rate of time and one-half the regular rate of pay.
- a) At the employee's option, overtime shall be compensated in one of the following manners:
- i) Pay, subject to statutory deductions;
- ii) Compensatory time off in lieu, converted to the straight time equivalent.
- 18.06 (b) Where there is a period of eight (8) hours or less between the end of an employee's shift (inclusive of overtime) and the commencement of the employee's next shift, the employee shall, subject to availability, be offered overnight accommodations at no cost to the employee. This provision does not apply where the rest period is eight (8) hours or less as a consequence of switching of shifts by employees.
- 18.07 An employee who has completed eight (8) hours work in any given day and who is required to work overtime, shall be provided with a meal at no cost to the employee.
- 18.08 (a) Split shift assignments shall be confined to not more than two (2) tours of duty to a maximum total of eight (8) hours within a spread of twelve (12) hours.
- (b) The Company shall, when scheduling employees, attempt to ensure there is at least twelve (12) hours of rest between daily work.
- (c) The Company shall minimize the occurrence of split shifts and shall endeavour to restrict them to special occasions only (except in banquets and the restaurant/lounge).
- 18.09 (a) Attendance at staff meetings is not mandatory. However, employees who attend shall be compensated at straight time.
- 18.09(b) All training that is mandated by the Company's Corporate Offices is mandatory and when scheduled will be considered as a regularly scheduled shift and treated accordingly.
- 18.10 There shall be no pyramiding of overtime.

ARTICLE 19 - TEMPORARY TRANSFERS

- 19.01 Employees temporarily assigned to a higher rated classification for two (2) hours or more per day shall be paid the higher rate for all time worked in the higher rated classification. Employees temporarily assigned to a lower rated classification for the convenience of the Company shall not have their rate reduced. This provision is not intended to apply to frequent or ongoing work requirements, save and except for replacement coverage for rest and/or meal periods.

ARTICLE 20 - GENERAL

20.01 - INDIVIDUAL AGREEMENTS

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

20.02 - BREAKAGE

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

20.03 - 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 amounts, without such authorization from management, he will be held responsible.

- 20.04 The Company shall not prohibit the wearing of the Union membership button.

- 20.05 Nothing in the signing of the Agreement shall lower any present wage standard or working condition, nor shall any employee be deprived of any established and recognized benefits or privileges in excess of, or more advantageous than the contract provision. This clause refers to working conditions, benefits and privileges in existence on and prior to April 30, 1978.

20.06 MONIES HELD IN TRUST

The Company shall make available to the Union upon request all documentation related to monies held in trust on behalf of employees and the Union shall have a right to conduct an audit upon reasonable notice to the Controller during accounting office hours. A copy of the monthly accruals on behalf of employees for sick leave, holiday pay, gratuities or other employees monies accrued shall be forwarded to the Union Office

upon request within the next payroll period.

20.07 FUTURE AND PRESENT LAWS

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 this Agreement. Any term that is in conflict shall only be inoperative or modified to the extent necessary to resolve the conflict.

20.08 Where the term wages and/or earnings are used throughout this Agreement they shall include hourly wages plus controlled gratuities, where applicable.

ARTICLE 21 - APPENDICES

21.01 The appendices attached hereto form a part of the Collective Agreement.

ARTICLE 22 - DURATION

22.01 This Agreement shall become effective on the 1st day of September 2013, and shall remain in full force and effect until the 31st day of August, 2016, 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 it's duly authorized representatives as of the date and year first above written.

For the
DELTA OTTAWA CITY CENTRE HOTEL

For the
HOSPITALITY AND SERVICE
TRADES UNION, LOCAL 261

APPENDIX A

HOTEL CLASSIFICATION AND WAGE SCALE

It is agreed that job classifications and wage rates not specifically set out in Appendix A of this Agreement shall be included in the Appendix by mutual consent of both parties to this Agreement, in accordance with Article 13.16.

The basic hourly rates contained in this Appendix are minimums. The Company reserves the right to grant individual merit increases. Employees earning rates higher than those in the collective agreement shall continue to do so and they shall receive the wage increases below. The Union shall be provided with the names of all employees receiving merit increases and the amount of same.

Any employee receiving a merit or other special rate shall receive the current rate plus the applicable adjustment for the employee's classification.

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

Classification	01-Sep-13	01-Sep-14	01-Sep-15
Room Attendant	18.80	19.32	19.90
House Person	17.72	18.21	18.76
Linen	18.00	18.50	19.06
Parlour Attendant	17.88	18.37	18.92
Cleaner	17.70	18.19	18.74
Laundry	18.08	18.58	19.14
Warewasher	17.49	17.97	18.51
Pot washer	17.54	18.02	18.56
Phone Operator	17.88	18.37	18.92
Bell Person	12.78	13.13	13.52
Door Attendant	12.78	13.13	13.52
Server/Lounge Server	12.78	13.13	13.52
Room Service Server	12.78	13.13	13.52
Bus Person	15.72	16.15	16.63
Host/Hostess	17.99	18.48	19.03
F&B Cashier	17.99	18.48	19.03

Classification	01-Sep-13	01-Sep-14	01-Sep-15
Composite Bartender	15.82	16.26	16.75
Store Attendant	18.60	19.11	19.68
Receiver	18.60	19.11	19.68
Painter	27.30	28.05	28.89
Maintenance Mechanic	24.25	24.92	25.67
Maintenance	19.76	20.30	20.91
Cook 1	25.29	25.99	26.77
Cook 2	22.67	23.29	23.99
Cook 3	20.36	20.92	21.55
Kitchen Attendant	17.88	18.37	18.92
Banquet Captain	14.88	15.29	15.75
Banquet Bartender	13.46	13.83	14.24
Banquet Cashier	15.93	16.37	16.86
Banquet Server	12.98	13.34	13.74
Banquet Porter	12.98	13.34	13.74
Banquet Head Bartender	18.70	19.21	19.79

HIRING RATE:

90% of the applicable agreement rate for the duration of the probation period.

STAFF DINING ROOM

The staff dining room shall be open for the convenience of the employees between 11:00 am and 1:00 am seven (7) days per week. For purposes of calculating the taxable benefit for meals, each employee shall be provided with a taxable benefit of \$2.50 per shift worked to a maximum of \$12.50 per week which shall be shown on each employees' pay stub.

COMPLIMENTARY ITEMS

"Service Gratuity Not Included" shall be printed on all coupons for food and beverage in the Restaurant.

APPENDIX B

HEALTH AND WELFARE PLAN – PART A

The Company shall provide each full-time employee covered by this Agreement with:

Life Insurance: \$5000.00 - Family Supporter
 \$5000.00 - Single

Weekly Indemnity: The weekly indemnity shall be 66 2/3% of basic weekly earnings to a maximum of Unemployment Insurance weekly payments in effect from time to time, commencing on the first day of accident and eighth day of sickness for a maximum of fifteen (15) weeks (100% paid by Company).

Prescription Drug Plan: Covers 80% of all prescription drugs over \$25.00 per year per family. The Company shall provide a drug card.

The Company shall pay the full cost of the above mentioned Life Insurance, Weekly Indemnity and Prescription Drug Plan for all full-time employees who have completed their probationary period. Plan premiums to include Quebec residents on an equal value basis.

HEALTH & WELFARE PLAN – PART B

The Company shall contribute, on behalf of each employee, to a benefit plan to be determined by the Union, the following monthly premiums:

Upon Ratification: \$65.00 (inclusive of HST).
September 1, 2014 \$70.00 (inclusive of HST).
September 1, 2015 \$75.00 (inclusive of HST).

The Plan shall include a dental plan, vision care and life insurance. The life insurance shall be for \$20,000.00 for each family supporter and single coverage.

Upon ratification, the Company shall continue to contribute monthly \$ 0.32 per hour worked to a maximum of 40 hours per week towards each part time employee's individual locked-in RRSP account, until such time as they begin contributing to the Pension Plan. Part time employees who have worked full time hours for more than three (3) consecutive months shall transfer from receiving this contribution to the benefit plan for full time employees.

The Union agrees that no part of the Dental Plan shall be used for strike purposes.

The Company agrees to forward to the administrator of this fund of Local 261 all monies payable to him respect to the Dental Plan on or before the 25th day of the following months for which this amount is payable. A list of names and hours worked shall also be submitted on a monthly basis.

If a part time employee has not provided the Company with the information regarding his RRSP/TD so that the Company can make the required contributions, they shall not be

scheduled to work until this has been completed.

In the event that an employee demonstrates he had no RRSP contribution room remaining for a given year, the Company shall pay any amount payable by it to the employee in excess of the contribution room.

PENSION PLAN

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

1. ELIGIBILITY

- a) Present employees hired prior to May 1st, 1982, are eligible to join the Plan. Employees hired after May 1st, 1982 must join the Plan effective November 1st, 1997 provided eligibility requirements set out herein have been met. Employees hired after November 1st, 1997 must join the Plan after they meet the eligibility requirements set out herein. Part-time employees may also join the Plan after they meet the eligibility requirements set out herein.
- b) The eligibility requirements, as amended from time to time by the Plan, are:
 - For each full-time employee, two years of continuous uninterrupted service
 - For each part-time employee, on the first day of any month following the completion of two years of continuous uninterrupted service with the Company provided the part-time employee has earned at least 35% of the YMPE or worked at least 700 hours in each of the 2 consecutive calendar years immediately preceding membership.

2. CONTRIBUTIONS

Effective the date of ratification the Company agrees to contribute 3.5% of the earnings of each eligible employee enrolled in the Pension Plan.

Each eligible employee enrolled in the Pension Plan will contribute 3.5% of their earnings. Employees have the option, once per year, of advising the Company that they will contribute an additional amount, up to the maximum contribution allowed by the Plan. Such an additional contribution shall not require the Company to contribute any amount beyond the amounts set out in this Collective Agreement.

3. AMOUNT OF PENSION

Pensions will be that amount purchased by the combined employees/company contributions accumulated with interest, based on annuity rates at the retirement date of the member.

4. **NORMAL RETIREMENT AGE**

Employees may continue to contribute to the pension plan after age 65, at their discretion. Employee and Company contributions shall cease when required under the provisions of the Income Tax Act or other applicable legislation.

EARLY RETIREMENT

Employees may elect early retirement with 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 (eg. 10 years) can be applicable. Some other options available:

- 1) Life annuity only
- 2) Life annuity with five (5) year guarantee
- 3) Joint and survivor annuity
- 4) Joint and survivor annuity reducing on first death
- 5) 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 of 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 with Company	% Vested Rights
Before 2 complete years of service	0%
After 2 complete years of service	100%

Cash refunds are payable to an employee six (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, payment of benefits, enrolments, 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 C

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 following Articles and Appendices in the Collective Agreement listed below will 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, and Appendix A, E, F, H, I 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.

APPENDIX D

SICK LEAVE ALLOWANCE

- A. Full-time employees who have completed at least one (1) year of continuous service with the Company on November 1st, 1982, shall commence the first contract year with ten (10) days to their credit.
- B. All other full-time employees shall accumulate one (1) day per month (if worked in excess of ten (10) days in that month).
- C. The accumulation of sick day allowance shall not exceed ten (10) days in any one (1) year.
- D. The allowance for sick pay shall only commence on the second (2nd) day of illness.
- E. All cases of sickness must be reported to the Human Resources Department or Assistant Manager on Duty, on the first (1st) day with a minimum of three (3) hours notice prior to the normal reporting time of the employee concerned.
- F. Sick leave allowance will not be granted to employees in case of illness or accident, which is compensable under the Workplace Safety Insurance Act, or the Weekly Indemnity Plan.
- G. Sick leave allowance will not be paid for illness or accident, which occurs within the vacation of an employee.
- H. Sickness must be proven by a doctor's certificate. Notwithstanding the foregoing, the Employer will not unreasonably request a certificate for the first day of sick leave.
- I. 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 E

UNIFORMS

In cases where employees are required to wear uniforms or special clothing of the Company's design or pattern, such shall be supplied by the Company without charge to the employee and the Company shall provide necessary valet and laundry service in relation thereto.

Such uniforms remain the property of the Company. Employees are prohibited from wearing such uniforms except when engaged in the service for which they are supplied. Any damage resulting to the uniform through wearing them on other occasions shall be charged against the employee.

Where the Company provides any uniform item, it shall endeavour to ensure that items are Union made in Canada, if possible, and so long as the Company does not incur any additional cost.

The Company shall provide a footwear allowance in the amount of \$75.00 per year to all full-time employees, effective ratification. The Company shall provide a footwear allowance in the amount of \$75.00 every two years to all part time effective ratification.

Those employees who are required by the Company to wear steel toed footwear, shall be provided a footwear allowance in the amount of \$100.00 per year to all full-time employees, and \$100.00 every two years to all part-time employees, effective ratification.

This allowance shall be paid upon proof of purchase being provided to the Company.

APPENDIX F

DECLARED HOLIDAYS

The following days shall be considered as holidays:

New Year's Day	Civic Holiday
Good Friday	Remembrance Day
Labour Day	Anniversary Date of Hire
Canada Day	Thanksgiving Day
Victoria Day	Boxing Day
Christmas Eve	Family Day
Christmas Day	

The Company shall grant to all employees, pay for the above mentioned holidays. When the employee is not required to work, the Company shall grant to the employee one (1) day's pay equal to eight (8) hours at his regular rate.

When the full-time or part-time employee is required to work on their Anniversary Day, Civic Holiday, Boxing Day and Christmas Eve and Remembrance Day, he will be paid one (1) day's pay eight (8) hours plus the hours worked, subject to Article 18.04.

When the full time or part time employee is required to work on the Civic Holiday, Boxing Day, Christmas Eve and Remembrance Day, he will be paid one (1) day's pay eight (8) hours plus the hours worked, subject to Article 18.04. When the full time or part time employee is required to work on his Anniversary Day he will be paid for the hours worked, subject to Article 18.04 and he will be entitled to another day off in the month in which his Anniversary Day occurs and said day will be scheduled with the agreement of his Department Head and such agreement shall not be unreasonably withheld.

When an full time or part time employee is required to work on New Year's Day, Good Friday, Victoria day, Canada Day, Labour Day, Thanksgiving Day and Christmas Day, he will be paid eight (8) hours plus time and one-half for the hours work performed that given day.

When the holidays occur during the employee's vacation, the employee shall be entitled to one (1) extra day's pay, or one (1) extra day vacation at his choice.

In order to qualify for holiday pay, the employee must satisfy the eligibility requirements set out in the Employment Standards Act (2000). Subject to the foregoing, an employee who is laid off will receive any declared holidays which occur within ten (10) days of the day of lay-off, except for those holidays which fall in December when eligibility shall be within seven (7) days of lay-off.

APPENDIX G

VACATION AND SERVICE REQUIREMENTS

VACATION

The Company recognizes the need for rest and recreation on the part of its employees, and has therefore provided the following vacation plan.

Since vacations are allowed as a period of change and rest for the general good of the employees and the Company alike, continuous service without vacation but with extra compensation is not regarded as good for either the employee or the Company, and, hence, no employee may elect to receive pay in lieu of vacation.

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.

Consistent with the efficient operation of the Hotel, the granting of vacation will be by seniority.

SERVICE REQUIREMENTS

Service to be calculated as of June thirtieth (30th)

1. Less than one (1) year continuous service - four percent (4%) of their earnings.
2. After completion of one (1) years continuous service, two (2) weeks vacation, with pay of four (4%) percent of their earnings.
3. After completion of five (5) years continuous service, three (3) weeks vacation, with pay of six percent (6%) of their earnings.
4. After completion of nine (9) years continuous service, four (4) weeks vacation, with pay of eight percent (8%) of their earnings
5. After completion of twenty (20) years continuous service, five (5) weeks vacation, with pay of ten percent (10%) of their earnings
6. After completion of thirty-two (32) years continuous service or more, six (6) weeks vacation, with pay of twelve percent (12%) of their earnings

APPENDIX H

ENGINEERING DEPARTMENT

This schedule covers employees of Property Operations and Maintenance Department.

- A. Personal tools which may be damaged or which may wear out while performing duties for the Company will be replaced by said Company.
- B. Employees in the above mentioned classifications shall receive a ten (10) minute clean-up time before completing their shift.
- C. Employees who have completed their regular shift, and are recalled on an emergency, shall receive pay for a minimum of four (4) hours at the rate of time and one-half.
- D. If a member is required to wear a pager to be on call, a \$50.00 premium shall be paid for each 24 hours period the member wears the pager.

APPENDIX I

BANQUET STAFF

The articles of the Collective Agreement, unless amended by the following sections, shall govern the working conditions and wages for all Banquet employees within the classification set out for the Department.

1. **PROBATION**

The probationary period for all new Banquet employees shall be ninety (90) calendar days.

2. **UNION SECURITY AND DUES**

- a) All present and future employees who perform work for the Banquet department shall, as a condition of employment, become and remain members of the Union.
- b) The Company shall deduct and remit on behalf of banquet employees union dues in accordance with article 3.03 herein.

3. **SCHEDULING PRACTICE**

- a) The seniority scheduling preference set out in Article 13 shall be applied to the Banquet employees subject, however, to an availability factor. Banquet employees shall have the right to preferable shifts, consistent with the effective operation of the hotel, based on their bi-weekly statement of availability.

Every second Wednesday an employee must submit a signed statement of his availability for the following two weeks. If no statement is provided, the employee will be deemed available for any shifts in that two-week period, by seniority according to the availability list. Failure to meet a scheduled shift identified within the individual's availability period, shall result in the employee being dropped to the bottom of the schedule list for the following two week period, unless absent due to illness or leave in accordance with the provisions of this Agreement.

- b) Schedules shall be posted no later than Friday at 11:00 a.m. Last minute call-ins to cover emergency situations of staff increases shall require notice as far in advance as is reasonably possible. Given the Hotel policy requiring guests to verify the number of covers forty-eight (48) hours in advance, call-in situations for the most part should take place within a similar time period. Call-in situations shall be by

seniority and require verification. Shift cancellations as a rule require twelve (12) hour prior notice. Verification of the call-in or cancellation shall be made by the Department Head who shall attempt to contact the employee after the Department Head (prior to the twelve (12) hour notice period). The Department Head shall log the call and verify his efforts to contact the employee in writing.

- c) Function Assignment shall be based on availability. The Company shall do their utmost to assign the higher paying functions to senior employees who are working on the day of the function.
- d) Employees shall have the right to refuse to work complimentary service in Banquets without penalty. However, where all employees refuse, the Company reserves the right to assign said functions to the least senior employees.

4. HOURS OF WORK

OVERTIME

- a) Overtime at the rate of time and one-half of the employee's basic rate shall be paid for all hours worked in excess of forty (40) hours per week.
- b) Banquet employees shall be guaranteed four (4) hours pay once they report for their scheduled shift.

5. Current agreement with respect to uniforms shall be maintained for the life of the Agreement.

- 6. a) Banquet gratuities shall be split as follows: for all BEOs signed after January 1, 2014 92% tip for employees and 8% for management, and effective January 1, 2015 93% tip pool for employees and 7% for management.
- b) Distribution of the Union members' portion shall be decided by the members within sixty (60) days of ratification and the Company shall be notified in writing. This distribution formula shall be for the life of the agreement. The Employer agrees to any distribution system so long as it is not a flat rate system.
- c) The current system for distributing the employee tip pool shall remain in effect for the duration of this Collective Agreement.

APPENDIX J

GRATUITIES & SERVICE CHARGES

The Employer agrees to compensate employees who perform the task of serving complimentary breakfasts as follows:

Upon ratification - \$1.60 per breakfast

TOUR BAGGAGE HANDLING CHARGES

The parties agree to maintain the current practice with respect to tour baggage charges. In accordance with this practice, the employer agrees to compensate employees who perform the task of handling tour baggage as follows:

Upon ratification - \$3.10 per one way

Rates & Favours:

The Company shall provide a gratuity of 10% of the Company's cost of the item being delivered, the cost of each item has been predetermined by the Company.

Valet Parking:

The Company shall provide upon ratification a gratuity of \$3.00 per guest per day per vehicle that is parked via valet parking (in and out privileges do not attract an additional gratuity)

Restaurant Menu:

The Company shall include the phrase "Our prices do not include gratuities" on menus and future promotional coupons for food and beverage in the restaurant.

Room Service:

The Company shall add an automatic 15% gratuity to all in room dining invoices. Furthermore, the Company shall pay \$1.50 to the In Room Dining employee per food cart delivery to the Concierge Lounge.

UNION RESOURCE DEVELOPMENT FUND

Effective date of ratification, the Employer shall contribute to the Union Resource Development Fund an amount equal to eight cents (\$0.08) per hour for each hour worked by bargaining unit employees. Said contributions to be paid to the Union by separate cheque on or before the fifteenth (15th) day of the month following the month for which said contributions apply.

LETTER TO THE UNION
ON CROWNE PLAZA HOTEL OTTAWA LETTERHEAD

Dear Ms. Grella:

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

1. The Hotel, the Union and the Employees agree that minors and/or intoxicated persons must not be served alcoholic beverages. The above parties further agree that if an employee has a reasonable perception that a person is a minor and/or intoxicated, the employee shall raise the matter with the General Manager or his designate. Employees shall not be disciplined for refusing to service a minor and/or an intoxicated person.
2. The Hotel agrees, subject to scheduling requirements, to schedule Room Attendants in order of seniority on a Monday to Friday basis. If a senior Room Attendant(s), because of room occupancy, cannot work Monday to Friday, they will be offered Saturday and/or Sunday work in order of seniority. However, the change to the actual work week (from "Monday to Sunday" to "Sunday to Saturday") shall not affect this "Monday to Friday" scheduling basis.
3. Unless otherwise provided in the Collective Agreement, the Hotel shall not enter into a contract with a third party, where that third party will perform work similar to work performed by members of the bargaining unit, which will result in a loss of bargaining unit work for members of the Union.
4. The Company agrees that the benefits and levels of coverage provided under the group insurance plan(s) shall not be reduced during the life of the Agreement, without the Union's consent.