

SOURCE	Comp	
EFF.	97	07/01
TERM.	200	06/30
No. OF EMPLOYEES	110	
NOMBRE D'EMPLOYÉS	110	

COLLECTIVE AGREEMENT

between

HOSPITALITY & SERVICE TRADES UNION, LOCAL 261

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

Hereinafter referred to as the "Union"

OF THE FIRST PART

-and-

CHATEAU OTTAWA HOTEL INC.

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

Hereinafter referred to as the "Company"

OF THE SECOND PART

THIS AGREEMENT made and entered into this 1st day of July 1997.

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THIS AGREEMENT made and entered into this 1st day of July, 1997.

BETWEEN:

CHATEAU OTTAWA HOTEL INC.
(c.o.b. as Sheraton Ottawa Hotel & Towers)

Hereinafter referred to as the "Company"

OF THE FIRST PART

- and -

HOSPITALITY & SERVICE TRADES UNION, LOCAL 261
Affiliated with the A.F.L., C.I.O. and C.L.C.

Hereinafter referred to as the "Union"

OF THE SECOND PART

NOW THEREFORE the parties agree as follows:

ARTICLE I - PURPOSE

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

ARTICLE II - RECOGNITION

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

2.02 Whenever the male gender is used in this Agreement, it shall be understood to include the female gender.

- 2.03 a) Persons in the employ of the Company, not subject to this Collective Agreement shall not perform work which would otherwise be performed by members of the bargaining unit, except in unforeseeable emergency situations due to illness, unexpected absenteeism, tardiness, bereavement or accident. In such situations non-bargaining unit personnel may temporarily assist bargaining unit employees if necessary, until replacement staff report to work to cover the staff shortage.
- b) Notwithstanding the above, bargaining unit work that is currently being performed by persons in the employ of the Company not subject to this Collective Agreement, shall be permitted to continue.
- c) In addition, any managers who assist in the performance of bargaining unit work may continue, provided such assistance does not result in a **loss** of hours for bargaining unit employees.
- 2.04 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 (7) weeks of employment immediately preceding the date that employee brings the matter to the attention of the employer. In the event that the individual has worked more than twenty-four (24) hours for four (4) or more of the seven (7) previous weeks, the individual will be determined to be full time from the determining date forward. In the event that the individual has worked twenty-four (24) hours or less for four (4) or more of the seven (7) previous weeks, the individual will be determined to be part time from the determining date forward.
- b) This article shall only apply to employees with six **(6)** or more months of seniority with the Company.

ARTICLE III - UNION SECURITY

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

3.02 The Union agrees to save the Company harmless from any claim by an employee arising out of the collection of Union dues.

3.03 The Company shall deduct and remit the above mentioned monies to the Union as directed in writing, in accordance with the Union's By-laws, as amended, as follows:

- a) The employer shall deduct and remit to the Union, union dues in accordance with the following procedures:
 - i) An initiation fee shall be deducted from a new employee's first ~~two~~ (2) pays (~~4~~ weeks) in two (2) equal portions, which shall be applied against the employee's first four (4) week's union dues.
 - ii) After completing four (4) weeks employment, union dues shall be deducted every two (2) weeks from the employee's pay as follows:
 - a) minimum fixed rate per pay (2 weeks) plus one of the following ~~two~~ (2) percentages formulas:
 - i) 1% of the employee's gross earnings bi-weekly, for employees who do not receive gratuities, to the maximum rate established for a four (4) week period, or
 - ii) 2% of the employee's gross earnings every ~~two~~ (2) weeks, for employees who receive gratuities, to the maximum rate established for a four (4) week period.
- b) The amount of monthly union dues for "Banquet" employees shall be calculated as follows:
 - i) Six dollars (\$6.00) per pay (2 weeks) plus;
 - ii) Two dollars and twenty-five cents (\$2.25) per day worked, to a maximum of thirty dollars (\$30.00) per four-week period.
- c) Assessments or arrears shall be deducted and remitted on the next deduction period unless otherwise directed by the Union.
- d) 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.

3.04 Prior to the last day of each month, the monies deducted shall be sent to the financial secretary of the Union together with a list of the names of members from whom such deductions have been made, noting the amount deducted from each and the status (full or part-time) of each employee.

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

3.06 In the event of a union member being absent due to illness, on the dues deduction pay, his dues shall be deducted from the first pay following his return to work.

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

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. The form, a copy of which shall be forwarded to the Union, shall be as attached Appendix "J" Application for Membership and Check-Off Authorization Form.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Company to:

- a) maintain order and efficiency and to discipline for just cause;
- b) hire, discharge, retire, layoff and recall, suspend, classify, direct, transfer, promote, demote, or otherwise discipline any employee who has acquired seniority for just cause subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- c) maintain and enforce reasonable rules and regulations to be observed by employees. An employee shall have the right to lodge a grievance in the event such rules and regulations are enforced in a discriminatory manner. Copies of all such rules shall be forwarded to the Union Office;
- d) generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to plan, direct and control operations, to direct the work forces, to determine the number and location of facilities, to determine the quality of service, and processes, methods, and procedures to be employed, to establish schedules of work subject to the terms of this Agreement, to establish schedules of production, standards of performance, to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement. The Grievance Procedure shall apply.

ARTICLE V - RELATIONSHIP

5.01 The Company and the Union agree that there will be no discrimination, interference, restriction, limitation, coercion, harassment or intimidation exercised or practiced by either of them or their representatives or members because of an employee's involvement or activities in the Union or lack thereof.

5.02 The parties agree to comply with the terms of the Ontario Human Rights Code and therefore shall not discriminate for reasons of age, race, colour, sex, place of origin, sexual orientation, creed, national origin, political or religious affiliation, citizenship, physical handicap, marital or family status, in accordance with those definitions provided within the Ontario Human Rights Code.

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

ARTICLE VI - NO STRIKES - NO LOCKOUTS

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

6.02 The Union and the Company agree that the employees and the Company will not be involved in any dispute, inside or on the streets adjacent to the Hotel, which may arise between any other employer and the employees of such other employer.

ARTICLE VII - REPRESENTATION

- 7.01 a) The Company acknowledges the right of the Union to appoint, elect or otherwise select four (4) 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.
- b) The Union and the Company agree that the Shop Stewards and the Human Resources Manager will meet 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.
- c) The Company agrees to provide, at no cost to the Union, a secure telephone line with voicemail features, for the exclusive use of the Union and the bargaining unit members for internal communications between them.

7.02 The Union shall keep the Company notified in writing of the 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 such persons will not leave their regular duties without first obtaining permission of their immediate supervisor, or in his absence the General Manager or his designate. Such permission shall not be unreasonably withheld. When resuming their regular duties Stewards will report again to their immediate supervisor, or in his absence the General Manager or his designate. Pursuant to this understanding, the Company will compensate Stewards for time necessarily spent during their work hours in dealing with grievances.

ARTICLE VIII - GRIEVANCE PROCEDURE

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

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

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

Step no. 1

If an employee has any complaints or questions which he wishes to discuss with the Company he shall take the matter up with his Department Head or Designate and may be accompanied by his Steward if he requests such assistance.

If such complaint or questions is not settled to the satisfaction of the employee concerned within twenty-four (24) hours, or within any longer period which may be mutually agreed at the time, then the following steps of the grievance procedure may be invoked in order.

Step no. 2

Any employee having a grievance or any one employee who is designated as a member of a group of employees having a grievance shall then take the grievance up with the Steward. Failing settlement at Step 1, the Steward shall refer the grievance to the Union Local where it shall be reduced to writing. Within seven (7) days after receiving the Company's response at Step 1 the grievance shall be presented to the Director of Human Resources or his designate. The grievance shall contain the name(s) of all employees to whom it applies. The Director of Human Resources or designate shall deal with the grievance and provide an answer to the Union in writing within two (2) days after receiving it.

Step no. 3

If the matter is not settled at this time the Local Union Official Representatives shall take up the grievance with the Hotel Manager or Designate within five (5) days after the Steward receives the

answer from the Director of Human Resources or Designate. If the grievance is not settled within a further period of forty-eight (48) hours after it has been presented to the Manager or his designated representative, then at the request of either party to this Agreement, the grievance may be referred to arbitration but the request for arbitration must be made in writing within five (5) days after the period of forty-eight (48) hours referred to above has expired.

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

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

ARTICLE IX - DISCIPLINARY ACTION

- 9.01 a) No employee shall be disciplined or discharged without just cause.
- b) The parties agree that a probationary employee may be terminated by the employer and that the just cause standard applicable to probationary employees shall be less than for non-probationary employees. The Company shall provide probationary employees with written reasons for their dismissal.
- c) Where an employee has been discharged or suspended, he shall have the right to interview his shop steward for a reasonable period of time before leaving the premises. The employee shall be given written reasons for the discharge or suspension within seven (7) days and a copy shall be forwarded to the Union. The employee shall also be given the appropriate documentation for unemployment insurance purposes.
- d) No bargaining unit employee shall terminate, suspend, issue a written/verbal warning to another bargaining unit employee or otherwise formally discipline another bargaining unit employee. Therefore, formal discipline shall only be applied by management personnel.

9.02 Once an employee, who has attained seniority status, has been discharged from his employment the case may be taken up as a grievance where the employee is of the opinion that his termination was without just cause.

9.03 All such cases shall be taken up within five (5) days and disposed of within ten (10) days of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment, shall be treated as a grievance if a written statement of such grievance is lodged with the Management within five (5) days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step no. 3 will be omitted in such case.

9.04 Such special grievance may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

- 9.05 a) No entry shall be made on an employee's record regarding work performance or conduct unless the matter is first discussed with the employee in the presence of his Union Steward or the Union Business Agent if his presence is requested. A copy of any adverse record shall be supplied to the employee and a copy shall be forwarded to the Union.
- b) Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after twelve (12) months have elapsed since the disciplinary action was taken, and after eighteen (18) months in the case of a suspension.

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

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

ARTICLE X - INDIVIDUAL DISCUSSION OF PROBLEM

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

ARTICLE XI - COMPANY AND UNION GRIEVANCES

11.01 If the Company or Union wishes to file a Grievance, the party wishing to grieve shall do so by mailing a copy of its grievance to the Union or Company, as the case may be, within thirty (30) working days of the occurrence of the event on which the grievance is based. No such grievance shall be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under Article VIII nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Article. The party which receives the grievance shall answer the grievance in writing within five (5) working days after receipt of same but, if there is no answer given in writing then it shall be deemed that the claim of the grievance has been refused. If the grievance is not settled by the parties through this procedure, it can then be submitted to arbitration under the Arbitration Procedure of this Agreement within five (5) days after the expiration of the five (5) working days referred to above.

ARTICLE XII - ARBITRATION

12.01 When either party requests that a grievance be submitted to arbitration, they shall make such a request in writing to the other indicating their preference to a single arbitrator or an arbitration panel and shall include, as the case may be:

- i) the name(s) of their nominee(s) as arbitrator or;

- ii) their appointee to the arbitration panel and their nominee(s) to act as chairperson of the panel.

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

- a) Where the arbitration board consists of a single arbitrator, said arbitrator will be selected by mutual agreement between the parties within fifteen (15) working days after the notice of intent is presented.

Where the arbitration board consists of a panel, each party shall appoint their respective panel representative. The Chairperson of the Board will be selected by mutual agreement between the parties within fifteen (15) days after the notice of intent is presented.

If the arbitrator or chairperson so selected is unable to hear the case within thirty (30) days, or on a date mutually acceptable to the Union and the Company, selection of another arbitrator/chairperson shall be made.

- b) In the event the parties are unable to agree on an arbitrator/chairperson, one will be appointed by the Ministry of Labour.
- c) The arbitrator/board so selected or appointed shall be empowered to attempt to mediate a settlement of the matter in dispute, prior to commencing the arbitration hearing.

12.03 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

12.04 In the case of an arbitration panel, the parties shall bear the costs of their respective panel representatives and jointly bear the costs of the chairperson.

Where a single arbitrator is used, the parties shall equally bear the costs of the arbitrator.

12.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

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

12.07 The Arbitration Board shall hold a hearing as soon as possible and render its decision within thirty (30) days after the hearing. The decision of such Board shall be final and binding amongst the parties. If there is no majority decision, then the decision of the Chairperson shall be binding.

12.08 In the event the hearing(s) are held on the Company's premises, the Company will absorb the costs for the hearing room. Where the hearing(s) are held off the Company's premises, the parties shall equally bear the costs of the facilities used.

ARTICLE XIII - SEN

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

- 13.01 a) Classification seniority in the department shall apply to matters related to the job. The applications of this type of seniority are as follows:
- reduction of working hours
 - selection of available days off
 - vacation preference
 - promotions and demotions (subject to the provisions set out in 13.02(a))
 - selection of shifts subject to the right of the Company to establish schedules of work as set out in 4.01(d)
 - temporary transfers to a higher paid job as set out in 21.01
 - layoff and recall (subject to the provision set out in 13.02(c) &(d))
 - overtime (subject to the provisions set out in article 20.03(b))
- b) Company seniority shall be based on length of service with the Company from the last date of hire, subject to Article XIII and shall apply to all other benefits set out in the Collective Agreement.
- c) In the event of a closure or sale (as defined in the Ontario Labour Relations Act) of a food or beverage facility, the Company will endeavour to place affected employees, in order of their classification seniority, in other food or beverage departments in the hotel. If the Company determines that the affected employees fill the **job** criteria and have the necessary skill and ability to perform the work in another food and beverage department, their full classification seniority will be recognized after thirty (30) days in the new department.
- 13.02 a) When promotions or demotions are made, or vacancies occur within the staff covered by this agreement, seniority, skill, competence, efficiency and reliability shall be the determining factors. Where skill, competence, efficiency and reliability are equal, seniority shall be the governing factor.
- b) Subject to the provisions of this Collective Agreement, when establishing schedules of work, the Company **shall** ensure all work within a classification shall be performed by bargaining unit employees with seniority in that classification within that department. This article shall not give employees the right to refuse assignment of work in another classification.
- c) Provided there are employees capable of performing the work in the classification in the department concerned, the following lay off or cutback procedures of

employees in the classification concerned shall apply in reverse order of seniority: employees on probation in the classification and part-time employees in the classification shall be laid off first; full-time employees in the classification shall be laid off in the reverse order of seniority. Before any new employees are hired in the classification in the department concerned, laid off employees in the classification shall be recalled to work by registered mail in the reverse order to which they were laid off.

- d) The Company shall provide written notice of layoff, as far in advance as possible but not less than forty-eight (48) hours prior to the effective date of the layoff except in situations outside the Company's control (Acts of **God**, fire, flood, etc.)

13.03 The parties agree that following a two (2) week Orientation period, all new employees shall be on probation for a period of forty-five (45) calendar days, provided the employee works a minimum of ten (10) shifts or eighty (80) hours within said forty-five day period. Should the employee not work the minimum number of shifts/hours within said forty-five (45) days, the probationary period will be extended until such time as the employee works ten (10) shifts or eighty (80) hours, whichever occurs first.

13.04 An employee shall lose **all** seniority and his employment deemed to have been terminated if he is laid-off for a period equal to the lesser of his period of seniority or nine (9) months.

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

13.06 Up to date seniority lists, for the respective seniority groups indicating starting date and classification, shall be posted by the Company within clear view for all employees to see, within thirty (30) days of the signing of this Agreement. These lists shall be revised and posted every three (3) months.

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

13.08 Employees on sick leave shall retain their seniority for nine (9) months.

13.09 Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence.

13.10 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity for a period of ninety (90) calendar days except in cases of a bargaining unit employee promoted to an acting position replacing an individual who is on maternity or parental leave in which case the period shall be an entire acting period and in cases of extended sick leave, for less than six (6) months.

13.11 In the event that an elected shop steward, with six months or more seniority, is laid off, he shall be the first on recall in his classification and department.

13.12 Part-time employees who wish to be considered for a full-time position in their classification and department may file such a request with their Department Head, and shall be considered for hire to such full-time position before new employees are hired. A part-time employee who is not selected for a full-time position may request an interview to discuss the matter.

13.13 a) If a full-time employee with two (2) years or more seniority is placed on part-time by the Company, the Company agrees to cover the employee for the benefits 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.

13.14 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.

13.15 Vacancies for new jobs and permanent positions within the bargaining unit shall be posted for a minimum period of three (3) days.

13.16 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.

ARTICLE XIV - LEAVE OF ABSENCE

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

14.02 The Company agrees to grant female employees a leave of absence due to pregnancy, in accordance with the provisions of the Employment Standards Act as amended.

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

ARTICLE XV - BEREAVEMENT LEAVE

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

- a) In the event of death in an employee's immediate family, that is, spouse, common-law spouse, son or daughter, father or mother, brother or sister, mother-in-law or father-in-law.
- b) In the application of this Article the Company agrees to recognize "common-law" and "same sex" relations in the same fashion as relations by way of "marriage" are recognized.

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

ARTICLE XVI - BULLETIN BOARD

16.01 The Company shall provide a bulletin board in a mutually satisfactory location on the premises for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the local Union, and submitted to the Manager or his authorized representative for approval before being posted.

ARTICLE XVII - ACCESS TO PREMISES

17.01 No more than two official representatives of the Union shall be permitted to enter the Company's premises, after informing the Company of such visits. The Union agrees that the visits of such official representative shall not impair or hinder production and services, and that the visits will be limited to the proper discharge of Union business, such as ensuring that the terms of this Agreement are being implemented and not for the purpose of soliciting membership.

ARTICLE XVIII - LOCKERS AND DRESSING ROOMS

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

18.02 The current practice concerning general locker inspections shall be continued for the life of the Agreement. If an individual's locker is to be searched a union steward or the employee if available shall be present.

ARTICLE XIX - BONDING

19.01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by the employee to be and remain acceptable to the Company's bonding company immediately terminates his employment. In

the event that the bonding company refuses to continue bonding of an employee with seniority, the Company shall provide the Union with full written reasons for such refusal. If the Union feels that the action of the bonding company is unfair, unjust or discriminatory, the matter may become subject to the Grievance and Arbitration procedure.

ARTICLE XX - HOURS OF WORK AND OVERTIME

20.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per week subject to Article 20.06.

20.02 The standard work week shall consist of forty (40) hours per week comprised of eight (8) hours per day in five (5) days per week. The Company shall employ its best effort to arrange schedules so that employees will have two (2) consecutive days off during each work week.

- 20.03 a) Overtime at the rate of time and one-half of the employee's basic rate shall be paid for all hours worked on an employee's sixth or seventh day worked in the Hotel's work week, and for all hours worked in excess of forty (40) hours per week and eight (8) hours per day.
- b) In any case where no employee is available to work a shift or the extension of a shift at straight time, and the Company thereupon determines that it is necessary to assign the work on an overtime basis, the following provisions will govern the assignment of overtime.
- a) Where the Company's determination was made twenty-four (24) hours or more in advance of the start of the overtime shift:
- i) the overtime hours will be offered to the most senior employee within the classification;
 - ii) if the most senior employee declines the offer, the overtime hours will be offered to other employees within the classification in order of seniority;
 - iii) the Company shall not be required to offer or permitted to assign the overtime hours to an employee if, as a consequence of working the overtime hours, the employee is prevented from receiving a period of eight (8) consecutive hours of rest immediately preceding his next shift.
- b) Where the Company's determination was made less than twenty-four (24) hours in advance of the start of the overtime shift, the overtime will be assigned in accordance with the provisions of paragraph (a) of this Article 20.03 (a), but subject to the following provisions:
- i) The Company shall not be required to call in a senior employee to work overtime if there is a junior employee already at work and

otherwise eligible to work the overtime hours as an extension of his shift.

- c) Where the period of rest between an employee's finishing time from one shift, including overtime worked, and their starting time for their next scheduled shift is fewer than eight (8) hours, the employee shall be paid overtime at the rate of time and one-half the employee's regular rate for all hours worked during said next scheduled shift, save and except where such occurrence is a direct result of an Act of God, and, or in unforeseeable emergency situations as defined in Article 2.03(a).

20.04 There shall be no pyramiding of overtime.

20.05 Each employee shall be allowed two (2) ten (10) minute rest periods in each eight (8) hour work period, 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.

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

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

- i) The Company shall continue to schedule full time employees by seniority, using the current practice of maximizing hours, and in accordance with 20.06(a) above, however, where operational requirements result in a reduced work assignment consisting of fewer than the number of guaranteed hours in 20.06(a) above, said reduced hours will be offered to employees by seniority. Such reduced hours shall not be fewer than four (4) hours.

- ii) The Company may combine the available work within the Bell/Door person classifications in order to maximize the work opportunities of employees in those departments, on the basis of departmental seniority.

- iii) in the event that not enough staff are available to cover the scheduled hours, the employer has the option of compelling the junior employee from the bottom up to accept the hours of work as posted.

- c) The parties hereby agree to maintain for the life of the Agreement the practice with respect to Article 20.06(a) (Reporting Pay Guarantee) whereby the last room attendant scheduled, who does not have work equivalent to the daily room assignment (based on the hotel occupancy), shall have the option to accept the available rooms and receive a guarantee on the basis of the time worked but not less than four (4) hours.

- 20.07 a) Split shift assignments shall be confined to gratuity employees, and shall be confined to not more than two **(2)** tours of duty to a maximum total eight **(8)** hours work within a spread of twelve (12) hours in any one day.
- b) Where the time between two tours of duty of a split shift exceed one (1) hour, the Company shall pay to the affected employee(s) a premium in the amount of five dollars (\$5.00) for each such occurrence.
- 20.08 a) The Company agrees to post weekly schedules forty-eight (48) hours prior to the commencement of the work week. Such schedules shall not be construed as a guarantee of hours of work per week subject to article 20.06.
- b) 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 not later than the twenty-four **(24)** hours outlined above.
- c) The method of verification of the phone call shall be as follows:
- i) for telephones connected to the Call Accounting System, the time and date of the phone call and the number dialed is recorded;
- ii) for telephones not connected to the Call Accounting System a supervisor or designate will call. If the employee is not reached, a member of the bargaining unit will call the number prior to the commencement of the twenty-four (24) hour notice and will **so** verify in writing.

20.09 When an employee is directed by the Company to attend a staff meeting during working hours, or is called in on a day off, the time spent on the day off, or time spent before or after the employee's regular working hours, shall not be regarded as time worked, and shall be paid at the employee's regular rate of pay for the actual time spent at the staff meeting. An employee called in on a day off shall receive a minimum of three regular hours pay.

ARTICLE XXI - TEMPORARY TRANSFERS

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

ARTICLE XXII - GENERAL**22.01 Individual Agreements**

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

22.02 Breakage

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

22.03 Responsibility

When an employee is authorized to cash cheques, honour credit cards or credit amounts, he will not be held responsible for any losses, provided he has 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 provision of the Employment Standards Act shall apply.

ARTICLE XXIII - PRESENT & FUTURE LAWS

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

ARTICLE XXIV - RESC DEVELOPMENT FUND

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

ARTICLE XXV - APPENDICES

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



ARTICLE XXVI - TERMINATION

26.01 This Agreement shall become effective on the 1st day of July 1997 and shall remain in full force and effect until the 30th day of June 2000, and shall continue in ~~effect~~ from year to year thereafter, unless either party shall give written notice not more than ninety (90) days and not less than thirty (30) days before the termination of its desire to amend the Agreement.

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

FOR THE UNION

FOR THE COMPANY

Dated at Ottawa this 1st day of July 1997.

APPENDIX "A"**Wages and Classifications****Department Heads and Assistant Department Heads**

The following are the department heads and assistant department heads as at the date of the signing of this Agreement, which may be amended from time to time:

Accounting Staff	Front Office Staff
Administrative Staff	General Manager
Assistant Controller	Group Services Coordinator
Banquet Maitre'd	Housekeeping Assistant
Catering Director	Human Resources Manager
Chief Engineer	Mini Bar Supervisor
Club Level/Lounge Attendant	Purchaser
Club Level/Lounge Supervisor	Reservations Manager
Controller	Restaurant Assistant
Director Sales & Marketing	Restaurant Manager
Executive Chef	Sous Chef
Executive Housekeeper	Sales Managers
Front Office Manager	

Wages

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

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

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

25 cents above the minimum wage in effect from time to time

after thirty (30) days - 50% of the difference between the hiring rate and the job rate

Upon successful completion of the probationary period - job rate to be paid

Hotel Classification Schedule

	<u>Sept. 15/97</u>	<u>July 1/98</u>	<u>July 1/99</u>
<u>Rooms Division:</u>			
Bellperson	7.86	8.10	8.36
Door Attendant	7.86	8.10	8.36
General Maintenance	13.33	13.73	14.17
Houseperson	10.85	11.18	11.54
Linenperson	10.85	11.18	11.54
Maintenance 1	16.51	17.01	17.56
Maintenance 2	16.51	17.01	17.56
Parlor Attendant	10.75	11.07	11.43
Room Attendant	11.19	11.53	11.90
Tailor	11.50	11.85	12.24
Telephone Operator	11.06	11.39	11.76

Food & Beverage:

Banquet Captain	9.08	9.35	9.65
Banquet Porter	10.39	10.70	11.05
Chef De Partie	15.53	16.00	16.52
Commis	13.60	14.01	14.47
Commis Tournant	15.10	15.55	16.06
Composite Bartender	9.59	9.87	10.20
Service Bartender	11.06	11.39	11.76
Food & Beverage Cashier	11.18	11.52	11.89
Food Server	7.86	8.10	8.36
General Assistant (Kitchen)	10.76	11.08	11.44
Host/Hostess	11.27	11.61	11.99
Room Service Server	7.86	8.10	8.36
Short Order Cook	12.57	12.95	13.37
Ware Washer	10.76	11.08	11.44

<u>3 Year Wage Schedule</u>			
Effective Date	<u>Sept. 15, 1997</u>	<u>July 1, 1998</u>	<u>July 1, 1999</u>
Rate of Increase	2.75%	3.00%	3.25%

Signing Bonus - July 1, 1997 to Sept. 15, 1997 - Full-time\$150; Part-time\$75.

Gratuities & Other Earninas:**Shift Premium:**

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

Restaurant Gratuity Guarantee:

Where a party consisting of fifteen (15) or more persons is served, the Company shall levy an automatic gratuity charge in the amount equal to fifteen percent (15%) of the pre-tax total of the invoice, under a master billing agreement, 100% of which shall be paid to the bargaining unit employee(s) providing the service.

The Company agrees to provide within sixty (60) days a written notice to our guests indicating that the prices therein do not include gratuities.

Tour Baggage:

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

Increase rate to \$2.15 per bag one way effective date of ratification, then increase said rate 15c per bag effective July 1st each year thereafter.

Banquet Gratuities:

a) The Company shall add a 15% gratuity to the prices of beverages sold and/or on all sales emanating from a "cash bar".

b) Gratuity split shall be as follows:

	Union Employees	Non-Union Employees
October 2, 1997	78%	22%
July 1, 1998	80%	20%
July 1, 1999	85%	15%

c) The method of distribution shall be decided by the members within thirty (30) days of ratification and the Company shall be notified accordingly, in writing. This distribution formula shall remain in effect for the life of this Agreement.

d) 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.

Complimentary Gratuities:

Gratuities in the amount of 15% shall be levied and collected on all complimentary and group items. In the event the Company elects not to collect said gratuities from customers, the Company shall pay them directly to the employees. The gratuity percentage shall be based on regular selling price of item provided.

APPENDIX "B"

Meals

All employees are entitled to a meal at no cost to the employee.

APPENDIX "C"

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

HEALTH AND WELFARE

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

Once an employee becomes eligible to receive benefits under the Health & Welfare Plan(s), he should retain such eligibility for the duration of his employment with the Company.

MEMBERS

Life Insurance - to age 65	\$5000.00
- age 65 and over	2500.00
- benefits terminate at age 70	

Accidental Death & Dismemberment	same amounts as life insurance
-------------------------------------	--------------------------------

Weekly Indemnity	- plan pays 66 2/3rd % of normal wages
	- maximum benefit is the maximum EI benefit, (currently \$413 per week)
	- benefits start on the 1st day of disability due to an accident and the 8th day due to sickness or the 1st day of hospitalization due to sickness if earlier
	maximum payment period - 15 weeks

MEMBERS AND DEPENDENTS

Healthcare	- plan covers drugs and certain other supplies and services not covered by provincial medicare
	- plan pays 100% of covered expenses over and above an annual deductible. The deductible is \$25.00 per person but not more than \$50 for a family
	payment for prescription drugs is limited to \$5000.00 per person per calendar year
	for each prescription drug expense the plan will pay a maximum of

\$7.00 towards the drugstore's dispensing fee

Dentalcare

- plan covers basic services including examinations, x-rays, cleanings, periodontics, surgery, and anesthesia
- plan does not cover major services such as crowns, bridges, dentures, or orthodontics
- plan will pay 100% of the Ontario Dental Association schedule of fees. Each January 1 the fee guide is changed to the guide in effect **two** years prior
- benefits are subject to an annual deductible of \$25.00 per person but not more than \$50.00 per family per year
- payment for dental services is limited to \$2000.00 per person per calendar year

The existing plans will be transferred to the Union's plan underwritten by Great-West Life. The new program, effective November 1, 1997, will be handled by the Local 261 Insurance plan administrator:

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

Premiums:	Members	\$20.00/month
	Company	\$97.61/month

Premium rates are guaranteed for two years. If after **two** years the Company's contribution to the premiums increase to more than \$105.00/month per member, members will pay the difference.

PENSION PLAN

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

1. Eligibility

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

2. Contributions

- Employees will contribute 2% of their earnings.
- the Company agrees to contribute 2% of the earnings of each eligible employee.

3. Amount of Pension

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

4. Normal Retirement Age

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

Early Retirement

Employees may elect early retirement with consent of the Company.

Late Retirement

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

5. Normal Form of Pension

The normal pension will be guaranteed for the lifetime of the retired member, however, a minimum guarantee period (e.g. 10 years) can be applicable. Some other options available:

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

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

6. Termination of Employment

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

Completed years of service	% Vested
<u>With the Company</u>	<u>Rights</u>
Before 2 complete years of service	0%

APPENDIX "D"

(Part-time employees)

1. All employees regularly scheduled and working twenty-four (24) hours or less per week will be considered part-time employees. The Articles, benefits in the Collective Agreement and the following amendments listed below shall govern part-time employees:

Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and Appendix "A", "B", "E", "F", "I" ("I" applies only to the extent governed under the Employment Standards Act of the Province of Ontario), and "J".

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

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

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

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

An employee shall qualify for a day off with pay in lieu of a holiday in the same manner as set forth in Section 3 of this Schedule.

APPENDIX "E"

The Departments for seniority purposes are:

Banquets
Bar/Lounge/Restaurant
Bellperson/Doorperson
Housekeeping
Kitchen
Maintenance
Room Service
Telephone

APPENDIX "F"**Uniforms**

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

- (a) The Company agrees to continue to supply and repair uniforms for those employees who are required to wear uniforms with the understanding that this covers the complete uniform. The Company further agrees to replace uniforms as required based on normal wear and tear, on the condition that the old uniform has been returned.
- (b) The selection of style and type of the uniform being contemplated by the Company shall be presented to the group of employees required to wear same. The final selection from those styles/types proposed by the Company will be determined by the majority vote of the affected group of employees.
- (c) Upon termination of employment, employees shall return their uniform to the Company.

APPENDIX "G"
(Sick Leave Allowance)

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

1. **All** absences as a result of sickness or non-compensable injury must be reported to the Department Head or General Manager on the first day of absence within a period of three (3) hours prior to the normal reporting time of the employee concerned or as soon as possible thereafter.
2. Entitlement of sick leave allowance shall commence on the second day of the sick leave absence and continue to be paid on consecutive days thereafter until the employee becomes entitled to benefits under the "Short Term Disability Plan" or until the employee's sick leave allowance entitlements are exhausted, whichever occurs first.
3. Employees shall be entitled to a total of ten (10) days sick pay at their regular rate of pay
4. The yearly allowance under no circumstances shall be cumulative.
5. Sick leave allowance will not be granted to employees in case of illness or accident which is compensable under the Workers' Compensation Act.
6. Sick leave allowance will not be paid for illness or accident which occurs within the vacation of an employee.
7. The Company may request that an employee substantiate a sick leave absence with a doctor's certificate for absences in excess of five (5) days. The Company shall pay for any costs associated with such a request.

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

8. In doubtful cases the Company reserves the right to appoint another doctor, other than the one providing the certificate, in order to establish the facts in this case. The Company agrees to pay all costs associated with such a request.

APPENDIX "H"

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

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

If Heritage Day is not proclaimed there will be a paid Floater between January 15 and February 28 until Heritage Day is proclaimed.

Holiday pay shall be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday at his regular straight time hourly rate of pay.

In order to qualify for holiday pay, the employee must work his scheduled shift immediately preceding and immediately following the holiday concerned. Subject to the foregoing, an employee who is laid off will receive any declared holidays which occur within seven days of the day of lay-off.

2. An employee who is eligible to receive paid holidays pursuant to this Article and who are required to work on a paid holiday may, at the employee's option;

- i) be paid at the rate of time and one-half (**x1 1/2**) for all hours worked on the holiday plus receive the holiday pay referred to in 1. above, or;
- ii) be paid at the rate of time and one-half (**x1 1/2**) for all hours worked on the holiday plus receive a paid day off in lieu of the holiday to be taken at a time chosen by the employee, provided the employee gives the Company at least one week advance written notice of his choice of day off in lieu of the holiday.

3. For the purpose of this Article an employee on vacation leave, paid sick leave or other paid authorized absence shall be considered to be at work.

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

APPENDIX "I"**VACATION PAY**

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

SERVICE REQUIREMENTS

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

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

APPENDIX "J"

APPLICATION FOR MEMBERSHIP AND

CHECK-OFF AUTHORIZATION FORM

in the

HOSPITALITY & SERVICE TRADES UNION - LOCAL 261

Name: _____

Employed: _____

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

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

I instruct my employer to deduct Union dues twice monthly in two equal portions from the first two (2) pays in a month and to remit said deductions no later than the last day of the month for which said monies were deducted, to H.S.T. - Local 261, in order to become and remain a member in good standing of the Union.

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

PLEASE PRINT

ADDRESS: _____

SOCIAL SECURITY NO.: _____ TELEPHONE NO.: _____

NEXT OF KIN: _____ FULL TIME _____ PART TIME _____

JOB CLASSIFICATION: _____ DATE: _____

WITNESS: _____

WERE YOU EVER A MEMBER OF THIS INTERNATIONAL? YES: _____ NO: _____

APPLICANT'S SIGNATURE: _____

LETTER TO THE UNION ON HOTEL LETTERHEAD

Dear Ms. Grella:

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

1. The Hotel, the Union and the Employees agree that minors and/or intoxicated persons must not be served alcoholic beverages. The above parties further agree that if an employee has a reasonable perception that a person is a minor and/or intoxicated, the employee shall raise the matter with the General Manager or his designee. Employees shall not be disciplined for refusing to serve a minor and/or an intoxicated person.
2. It is understood that controlled gratuities are included as "earnings" for the purposes of Income Tax, Unemployment Insurance, Workers' Compensation, Canada Pension Plan and Quebec Pension Plan.
3. The Hotel agrees that the current scheduling practices in the Hotel, to the extent that they are not inconsistent with the provisions of the Agreement shall be continued for the life of the Agreement.

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

LETTER OF UNDERSTANDING

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

The parties, hereby, agree that, when establishing schedules of work within the classification, not withstanding 13.02 b), the following exceptions may apply:

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

Dated at Ottawa this 1st day of July 1997.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING

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

The parties agree that the five employees who currently receive eight (8) guaranteed hours per shift, shall continue to do so for the period of one (1) year following the date of ratification. The five employees are namely:

Ashraf Herzalla
Gerard Nerbonne
Danny Ng
Georges Nohra
Raffaele Testa

Dated at Ottawa this 1st day of July 1997.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING

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

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

Dated at Ottawa this 1st day of July 1997.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING

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

Job Titles and Definitions

The Company shall develop a listing of job titles and definitions for each position/classification within the bargaining unit and provide same to the Union within one hundred and twenty (120) days of ratification of this Agreement.

Dated at Ottawa this 1st day of July 1997.

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING

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

No Contracting Out

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

Dated at Ottawa this 1st day of July 1997.

FOR THE UNION

FOR THE COMPANY

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**SHERATON OTTAWA HOTEL & TOWERS
EMPLOYEES' PENSION PLAN**

1. DEFINITIONS

For the purposes of this **Plan**, the following words and **phrases shall** have the meaning indicated, unless a different meaning is clearly required by the context:

- (1) "**Actuarial Equivalent**" means in relation to benefits that a Member **has** a present or future entitlement to receive from the **Plan**, the actuarial present value of those benefits determined by **an Actuary, as of** the time in question, on the basis of actuarial assumptions and methods that are adequate **and** appropriate and in accordance with generally accepted actuarial principles.
- (2) "**Actuary**" means a Fellow of the Canadian Institute of Actuaries.
- (3) "**Administrator**" of the **Plan** is the Employer.
- (4) "**Commuted Value**" means Actuarial Equivalent calculated **in** accordance with the applicable Rules and Legislation.
- (5) "**Earnings**" of an Employee in respect of a month of membership in the **Plan** means the amount of compensation received by the Employee from the Employer for that month, including overtime, bonuses, commission and any other form of remuneration, if any.

Earnings as referenced in Section 14 means "prescribed amount" **as** described in the Income **Tax** Act.
- (6) "**Employee**" **means** a person in the Service of the Employer.
- (7) "**Employer**" means Chateau Ottawa Hotel Inc.
- (8) "**Former Member**" means a person who has retired from the Plan or who **has** ceased membership **in** the Plan and is still entitled to receive benefits from the Plan.
- (9) "**Funding Contract**" means the insurance contract (Contract No. 120852GP) issued to the Employer by the Insurance Company.
- (10) "**Insurance Company**" means The Great-West Life Assurance Company.
- (11) "**Life Income Fund**" means a retirement arrangement registered under Section 146 of the Income **Tax** Act.

- (12) **"Locked-in"** means a benefit which cannot be taken as a cash payment by the Member or Spouse.
- (13) **"Locked-in Retirement Account"** means a retirement arrangement registered under Section 146 of the Income Tax Act.
- (14) **"Member"** means an Employee who has joined the Plan as provided in Section 4. Any reference to Member will include Former Member except in Section 6 and Section 7.
- (15) **"Plan"** means Sheraton Ottawa Hotel & Towers Employees' Pension Plan.
- (16) **"Plan Year"** means the period commencing January 1 and ending on December 31.
- (17) **"Predecessor Employer"** means Four Seasons Hotel Ottawa.
- (18) **"Retirement Savings Plan"** means a retirement savings plan registered under Section 146 of the Income Tax Act.
- (19) **"Rules and Legislation"** means the Pension Benefits Act (Ontario), the Income Tax Act, the administrative rules of Revenue Canada and any legislation or regulations in any jurisdiction in Canada as it applies to the Plan, to any Member, or to the Employer.
- (20) **"Service"** means continuous employment rendered in Canada of an Employee with the Employer including periods of Temporary Suspension of Employment. Service shall include years of service with the Predecessor Employer.
- (21) **"Spouse"** means either of a man and woman who,
- (i) are married to each other, or
 - (ii) are not married to each other and are living together in a conjugal relationship,
 - (a) continuously for a period of not less than three years, or
 - (b) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act, 1986.

- (22) **"Temporary Suspension of Employment"** means any period of time during which a person who immediately before the period was employed by the Employer is not performing duties **as** an Employee of the Employer and **after** which the person is again employed by the Employer, except where an actual termination of the employment of the person has occurred, and includes any leaves **of** absence authorized by the Employer or required by law to be granted.
- (23) Words implying the masculine gender will include the feminine.
- (24) **"Y.M.P.E."** for a particular **Plan** Year means Year's Maximum Pensionable **Earnings** under the Canada Pension Plan for that Plan **Year**.

2. EFFECTIVE DATE

The effective date of the Plan is August 1, 1983.

3. ELIGIBILITY

Employees allowed in the Plan - Union Only

Each full-time Employee will be eligible to become a Member of the Plan on the first day of the month coinciding with or next after the completion of 2 years of Service.

Each non full-time Employee will be eligible on the first day of the month following the month in which both the following requirements have been fulfilled (a) the Employee **has** completed 2 years of Service and (b) in each of 2 consecutive calendar years immediately preceding his application for membership in the Plan the Employee has either (i) earned at least 35% of the Y.M.P.E. or (ii) completed 700 hours of employment with the Employer.

The Employer may waive the above eligibility requirements to allow an Employee to become a Member of the Plan at an earlier date.

4. MEMBERSHIP IN THE PLAN

Each full-time Employee who entered the Service of the Employer prior to May 1, 1982 may become a Member at **any** time after becoming eligible.

Each full-time Employee who enters the Service of the Employer on or after May 1, 1982 will be required to become a Member when eligible.

Each non full-time Employee may become a Member at any time after becoming eligible.

Each Employee **will** complete an application for membership.

Once having become a Member of the **Plan**, a Member may not withdraw from the Plan while employed by the Employer. It **is** further provided that a full-time Employee shall not cease to be a Member by reason of becoming a non full-time Employee.

In respect of each Member who is classified as Non-Union, such Member will cease his active membership in the Plan on the date he attains Non-Union **status**.

In the event the Member **ceases** membership in the Plan **as** provided for above, he will be entitled to his total Individual Account balance. The Member's Individual Account balance will remain in the Plan to be paid in accordance with the provisions of the Plan.

5. RETIREMENT DATE

Normal Retirement: The normal retirement date of a Member will be the first day of the month coinciding with or next following the Member's 65th birthday.

Early **or** Late Retirement: Upon 3 months notice, a Member may elect to retire on the first day of any month within the 10 years preceding **or** on the **first** day of any month following the **normal** retirement date but he may not defer his annuity payments later than the December 1st in the calendar year in which he attains age 71. If a Member remains in Service after the normal retirement date, the contributions of the Employer and the Member will continue until the earlier of (1) his retirement date and **(2)** the date annuity payments commence.

6. BASIC CONTRIBUTIONS

Each Member will contribute by payroll deduction 2% of his Earnings.

The Employer will contribute equally on behalf of each Member an amount equal to the greater of (1) 1% of the Member's Earnings and **(2)** \$0.05 for each hour worked by the Member.

Any amounts forfeited by a Member under the provisions of Section 11 and Section 12, if applicable, will be used by the Employer to help fund the Employer contributions. Such forfeited amounts will be used before the end of the calendar year following the calendar year in which the amount was forfeited. The Employer may, in its sole discretion, elect that all or any portion of such amounts be allocated within the same time period to Members on a pro-rata basis.

Contributions under this Section and any amounts which may be allocated to Members on a pro-rata basis shall not exceed the allowable deductible limits as stated in Section 16(A).

7. VOLUNTARY CONTRIBUTIONS

A Member **may** contribute voluntary contributions to the **Plan**, however they shall not exceed the allowable deductible limits as stated in Section 16(A).

The accumulation with interest of such voluntary contributions **will, as elected by the Member**, be applied on the Member's date of retirement to increase the amount of pension purchased on his behalf or, transferred to an **Optional Retirement Vehicle as** outlined in Section 10 or taken as a cash payment or transferred to a Retirement Savings **Plan**.

If a Member is contributing voluntary contributions by payroll deduction, in order for a Member to change the amount being deducted, the Member must give **Written notice** to the Employer no later than one month before the date of the change.

8. INDIVIDUAL ACCOUNT

An Individual Account **will** be established at the time the Employee becomes a Member and will be credited with Member contributions and Employer contributions.

The Individual Account **will** be credited with net investment gain or **loss** at such times and in such amounts as described in Article 7 of the Funding Contract, but not less frequently than once every 12 months.

The Individual Account **will** be credited with interest at such times and in such amounts **as** described in Article 5 and Article 6 of the Funding Contract, but not less frequently than once every 12 months. Credited interest will be calculated at the gross rate earned by the pension fund.

9. AMOUNT OF PENSION PAYMENT

The amount of pension payable to a Member will **be** the amount which his Individual Account **will** purchase on the date of retirement.

10. FORMS OF PENSION PAYMENT

Normal Form: Normally the pension will be payable in the form of a monthly annuity commencing on the retirement date and continuing for the lifetime of the Member. However, should the Member die after commencement of annuity payments but before 120 monthly payments have been made the payments will be continued to **his** beneficiary until 120 monthly payments in all have been made.

However, if a Member has a Spouse on his retirement date and if the Member and Spouse are not living separate and apart, such Member will not receive the pension in the normal form **as** stated above. Instead the pension payable to the Member **will** be in the form of a monthly annuity commencing on **his** retirement date and payable **during** the lifetime of the Member with 60% of the monthly annuity payable to **his** Spouse **as** co-annuitant during the Spouse's lifetime after the death of the Member. The Commuted Value of the annuity will be equal to the Commuted Value of the normal form of annuity.

The Member and the Spouse of the retiring Member may jointly waive the right to this payment method in writing, in the prescribed form required by the applicable Rules and Legislation, or by certified copy of a domestic contract as defined in **Part IV** of the **Family Law Act, 1986**, containing the waiver. Such election may be made at any time prior to retirement date but the spousal waiver is not effective **unless** the written waiver or certified copy is delivered to the Administrator within the period of 12 months immediately preceding the annuity commencement date, In the event the Member elects an optional form of monthly annuity which does not reduce more than 40% on his death, waiver consent will not be required.

Optional Forms: A Member who does not have a Spouse may elect an optional form of annuity prior to his actual retirement date. A Member who has a Spouse may elect **an** optional form of annuity prior to his actual retirement date subject to the above spousal waiver provisions. The Commuted Value of the annuity **will** be equal to the Commuted Value of the normal form of annuity. Any optional form of annuity must be permitted by the applicable Rules and Legislation and (i) will involve life contingencies, (ii) the guarantee period shall not exceed 15 **years**, and (iii) in the case of a joint and last survivor **annuity**, there shall be no guarantee of payments on the life of the survivor other than for any unexpired term of the guarantee on the first life.

Optional Retirement Vehicles:

A Member may elect to directly transfer his Individual Account balance to a Life Income Fund or a Locked-In Retirement Account **as** prescribed under the applicable Rules and Legislation.

11. DEATH BENEFITS

(A) Before Retirement:

To Whom Payable:

If the Member has a Spouse on **his** date of death, the death benefit is payable to the Member's Spouse. If the Member does not have a Spouse on his date of death or the Member and Spouse are living separate and apart on his date of death, the death benefit is payable to a beneficiary designated by the Member and if there is

no designated beneficiary, to the Member's estate. Subject to any statutory restrictions the Member may from time to time change the beneficiary. Any appointment or change of beneficiary must be in writing, signed by the Member, and **filed** with the Employer.

The Member and the Spouse of the Member may **jointly** waive the right to the death benefit, in writing, in the prescribed form required by the applicable Rules and Legislation. The spousal waiver form must be **filed** with the Administrator. Upon the completion of the spousal waiver form the death benefit will be payable to the Member's designated beneficiary.

Amount of Death Benefit:

- (1) To the Spouse: The Spouse **will** receive the **sum of**
 - (a) the portion of the Member's Individual Account balance attributable to the Member's contributions, and
 - (b) **an** amount equal to the portion of the Individual Account balance attributable to the Employer's contributions the Member had vested in **him** under the provisions of Section 12.

The above death benefit shall be payable in one **of** the following forms **as** elected by the Spouse:

- (a) a cash payment, or
- (b) direct transfer to another registered pension plan or to a Retirement Savings Plan, or
- (c) a pension purchased by the Insurance Company, or
- (d) a pension purchased with another insurance company.

The Spouse may elect to directly transfer the death benefit to a Life Income Fund or a Locked-In Retirement Account **as** prescribed under the applicable Rules and Legislation. The transfer to a Life Income Fund **will** only be made if the Spouse has attained early retirement age.

A pension to a Spouse under this Section will be payable in the form of an immediate or deferred annuity which involves life contingencies and under which any guarantee period may not exceed 15 years. The deferred annuity **will** commence no later than the later of (1) one **year** after the date of death of the Member, and (2) the end of the calendar year in which the Spouse attains age 71.

A **Spouse** will make an election under this Section within 90 days of being notified of her entitlement and options available under the Plan. In the event no election is made within the 90 days, the pension entitlement option will be deemed elected by the Spouse.

- (2) To the designated beneficiary/estate: The designated beneficiary/estate **will** receive in the form of a cash payment the **Same** death benefit amount that the **Spouse** would have been entitled to **as** provided in (1) above.

The payment or transfer under this Section will be made within 60 days after the required documentation has been received by the Administrator.

(B) After Retirement:

The death benefit, if any, payable in respect of a Member who dies following the commencement of **his** pension, will depend on the form of pension the Member had elected.

12. WITHDRAWAL BENEFITS

The following (A) and (B) apply to contributions made and benefits accrued prior to January 1, 1987:

- (A) If a Member leaves the Service of the Employer before retirement and **has** attained **his** 45th birthday and completed **10 years** of Service, he **will** receive a pension commencing on his retirement date of an amount which can be purchased at his retirement date by his Individual Account balance.

On the date of termination of **his** Service the Member may elect, in lieu of a portion of the pension, to receive a cash payment of the **sum** of (1) 25% of the portion of the Member's Individual Account balance attributable to his basic contributions and the Employer contributions, and (2) the portion of the Member's Individual Account balance attributable to his voluntary contributions, or to directly transfer such amount to a Retirement Savings Plan.

Notwithstanding the above, a Member may elect to have his Individual Account balance directly transferred to another registered pension plan. The transfer equal to the **sum** of (1) 25% of the portion of the Member's Individual Account balance attributable to his basic contributions and the Employer contributions, **and** (2) the portion of the Member's Individual Account balance attributable to his voluntary

contributions will be made on a non Locked-in basis. The transfer **equal** to the remainder of the Member's Individual Account balance will be made on a Locked-in basis. Such Locked-in transfer **will** only be made where the transferee agrees to administer the transfer amount in accordance with the provisions of the applicable Rules **and** Legislation.

(B) If a Member leaves the Service of the Employer before retirement **and** he is not eligible to receive the benefits stated in (A) above, he **will** elect one of the following entitlement options:

- (1)** a cash payment of the **sum** of
- (i)** the portion of his Individual Account balance attributable to **his own** contributions, and
 - (ii)** **an** amount equal to the percentage stated in the following Table A of the portion of **his** Individual Account balance attributable to Employer contributions;

of

- (2)** a pension commencing on his retirement date of the amount which can be purchased at his retirement date by the **sum** of
- (i)** the portion of his Individual Account balance attributable to **his own** contributions, and
 - (ii)** an amount **equal** to the percentage stated in the following Table A of the portion of his Individual Account balance attributable to Employer contributions;

or

- (3)** that **an** amount will be directly transferred to another registered pension plan or to a Retirement Savings Plan **equal** to the sum of
- (i)** the portion of his Individual Account balance attributable to his own contributions, and
 - (ii)** an amount equal to the percentage stated in the following Table A of the portion of **his** Individual Account balance attributable to Employer contributions.

TABLE A

Number of years of Service	Percentage
Less than 5 years	N
At least 5 years but less than 7 years	25%
At least 7 years but less than 9 years	50%
At least 9 years but less than 10 years	75%
At least 10 years	100%

The following (C) and (D) apply to Contributions made and benefits accrued on and after January 1, 1987:

- (C) If a Member leaves the Service of the Employer before retirement and has completed **2 years** of membership in the **Plan**, he will receive a pension commencing on his retirement date of an amount which can be purchased at his retirement date by his Individual Account balance.

On the date of termination of his Service the Member may elect, in lieu of a portion of the pension, to receive a cash payment of the portion of his Individual Account balance attributable to his voluntary contributions or to directly transfer such amount to a Retirement Savings Plan.

Notwithstanding the above, a Member may elect to have his Individual Account balance directly transferred to another registered pension plan. The transfer equal to the portion of the Member's Individual Account balance attributable to his voluntary contributions will be made on a non Locked-in basis. The transfer equal to the remainder of the Member's Individual Account balance will be made on a Locked-in basis. Such Locked-in transfer will **only** be made where the transferee agrees to administer the transfer amount in accordance with the provisions of the applicable Rules and Legislation.

- (D) If a Member leaves the Service of the Employer before retirement and he is not eligible to receive the benefits stated in (C) above, he will elect one of the following entitlement options:

- (1) a cash payment of the portion of his Individual Account balance attributable to his own contributions,

or

- (2) a pension commencing on his retirement date of the amount which *can* be purchased at **his** retirement date by the portion of his Individual Account balance attributable to his **own** contributions,

or

- (3) that the portion of his Individual Account balance attributable to his **own** contributions be directly transferred to another registered pension plan or to a Retirement **Savings** Plan.

The Member may elect that **his** entitlement **as** described in **this** Section be **used** to purchase a deferred annuity with another insurance company or **directly** transferred to a Life Income Fund or a Locked-In Retirement Account **as** prescribed under the applicable Rules and Legislation. The transfer to a Life Income Fund **will only** be made if the Member has attained early retirement age.

The payment or transfer under this Section **will** be made within 60 days **after** the **required** documentation has been received by the Administrator.

A Member will make an election under this Section within 90 days of **being** notified of **his** entitlement and options available under the Plan. In the event no **election** is made within the 90 days, the pension entitlement option **will** be deemed elected by the Member.

13. COMMUTATION OF PENSIONS

Shortened Life Expectancy: Prior to the date pension payments commence under the Plan if a Member or the surviving Spouse of a deceased Member is found to be suffering from a mental or physical disability to the degree that such person's life expectancy will be considerably shortened, **as** certified in writing by a **medical** doctor who is licensed to practise under the laws of a province or of the place where the Member resides, and if the life expectancy is materially shorter than shown on the Extracts from The Canadian Life Table published by Statistics Canada, the pension which would have been payable under the Plan to such person may be converted into a lump sum payment payable to such person. If a Spouse was entitled to a pension benefit under the provisions of Section 10, before payment is made to a Member, the Member and such Member's Spouse must jointly waive in writing the right to the pension benefit.

To determine allowable commutation, the pension is based on the normal form payable under the Plan. Allowable commutation is **as** follows:

Termination of Service or Retirement from the Plan: The pension payable under this Plan may be payable in a lump sum to the Member only if the monthly annuity payment payable on the normal retirement date **of** the Member is **less** than 1/12 **of** 2% **of** the Y.M.P.E. for the year in which the earliest of termination **or** pension commencement occurred.

14. TEMPORARY ABSENCE FROM EMPLOYMENT

In the event of absence of **a** Member **from** active employment on account **of** sickness **or** accident, temporary lay-off or leave **of** absence, the employment will not be considered to have been terminated, and if the absence is:

- (1) With Pay: Contributions to the Plan will be continued.
- (2) Without Pay: No contributions to the Plan will be made. Upon return to active employment contributions will be resumed.

Notwithstanding (2) above, **if a** Member is on leave without pay due to a work related injury and the Member is receiving workers' compensation benefits, the Member must make an election indicating if he wishes to stop making his basic contributions to the Plan or if he wishes to continue making his basic contributions provided in Section 6. **If** the Member elects to make his basic contributions, the Employer contributions will also be continued. These contributions will continue for a period not to exceed one year. The Member's Earnings in such event **will** be based on his Earnings at commencement of his leave.

Notwithstanding (2) above, if a Member is on pregnancy or parental leave without pay, the Member must make an election indicating **if** he wishes to stop making his basic contributions to the Plan or if he wishes to continue making **his** basic contributions provided in Section 6. **If** the Member elects **to** make his basic contributions, the Employer contributions will also be continued. The Member's Earnings **in** such event **will** be based on his Earnings at commencement **of his** leave.

Contributions to the Plan will be prohibited during unpaid temporary periods of absence in respect of a Member who is deemed to be a person connected with the Employer as described in the applicable Rules and Legislation.

15. ASSIGNMENTS

No pension benefit provided under the Plan is capable of being assigned, charged, anticipated, given **as** security or surrendered, or confers on a Member, that person's personal representative or dependant or other person **any** right or interest therein that **is** capable of being assigned, charged, anticipated, given **as security** or surrendered except **as** otherwise provided by a written separation agreement in accordance with the applicable Rules and Legislation and the following paragraphs. Neither a Member nor any beneficiary **may** commute or surrender **any** payment, benefit or instalment to which he may be entitled hereunder,

Upon marital breakup a Member may **assign** part of his pension benefit to **his** Spouse in a written domestic contract **as** defined in **Part IV** of the **Family Law Act**, 1986 or in a written order under **Part I** of that **Act**.

The domestic contract or order **as** stated above **is** not effective to require payment of a pension benefit before the earlier **of**,

- (a) the date on which payment of the pension benefit commences, or
- (b) the normal retirement date of the Member.

A Spouse on whose behalf a certified **copy** of a domestic contract or order is given to the Administrator has the same entitlement, on termination of Service by the Member, to any option available under the **Plan** in respect of the Spouse's share of the pension benefit **as** the Member named in the domestic contract or order has in respect of his pension benefit.

The value of the pension benefits remaining in the Member's Individual Account after such marital breakup will be equal to the value **of** the benefits before the marital breakup less the amount transferred to the **Spouse**.

The Spouse's share **will** not exceed 50% of the total value of the pension benefits in the Member's Individual Account.

16. GENERAL PROVISIONS

(A) Contribution Limitation

The yearly amount of the contributions made in accordance with Section 6 and Section 7 in total and contributions (if **any**) made to any other pension plan or deferred profit sharing plan of the Employer or related employer are restricted to the pension adjustment limits **as** set out in Section 147.1(8) of the Income **Tax Act**. In the event the pension adjustment

limit is exceeded in any year, in order to avoid revocation of registration of the Plan by Revenue Canada, Taxation, the excess contribution amount for that **year** will be returned to the Member/Employer in the order **as** follows:

- (1) the voluntary contributions made in such year, if **any**, will be returned to the Member, and
- (2) if an excess still exists after the application in (1) above **has** been made, the remaining excess amount will be debited from the Member/Employer contributions made in such **year**, in direct proportion to the manner the contributions were made to the Plan, and shall be returned to the Member/Employer.

The above contributions will be returned subject to the prior written consent of the Superintendent of Pensions.

(B) Proof of Age

Proof of the Member's **age**, Spouse's age and of the age of any person who may be designated a co-annuitant will be required before a pension is purchased.

(C) Rights to Information

The Employer shall provide:

- (1)
 - (a) a written explanation of the provisions of the Plan and of any applicable amendments thereto;
 - (b) a written explanation of the person's rights and obligations in respect of the Plan; and
 - (c) any other information prescribed by the applicable Rules and Legislation,
within **sixty** days
 - (i) after the date on which the Plan is established, to each Employee who is eligible to join **on** that date;
 - (ii) before the **date** on which any other Employee is likely to become eligible;
or
 - (iii) after an amendment is registered, to each Member or other person entitled to payment from the fund and who is affected **by** the amendment.

- (2) each Member of the Plan within **six** months after the end **of** each calendar year **a** written statement showing the value of the Individual Account of the Member.
- (3) each Member of the Plan an opportunity to examine and to photocopy the Plan documents **as** prescribed in the applicable Rules and Legislation at least once in each year.
- (4) to each Member a written statement of the Member's pension and other benefits payable under the Plan within 30 days after the date of the Member's retirement, death or termination of membership or Service.

(D) Advisory Committee

If the Employer (a) has not established a pension committee to administer the Plan or (b) if the Employer has established a pension committee to administer the Plan which does not contain a representative of the Members **as** appointed by the Members of the Plan, then the Members and Former Members of the Plan by the decision of a majority of them participating in **a** vote, may establish an Advisory Committee. The Advisory **Committee will** be established in accordance with the applicable Rules and Legislation, will promote awareness and understanding of the Plan and will monitor and make recommendations respecting the administration of the Plan.

(E) Annuity Factors

The annuity factors used to determine the amount of pension payable under this Plan accumulated on and after January 1, 1987 will not differentiate as to the sex of **the** Member or Former Member or of that person's Spouse. A benefit amount which is transferred out of this Plan **will** stipulate that the pension provided by such amount will not differentiate as to the sex of the Member, Former Member or the Spouse of that person.

17. FUNDING OF BENEFITS

The Employer **has** arranged for a Funding Contract to provide for the benefits described in this Plan.

All contributions to the Plan are used for the exclusive benefit of Members, retired Members or their beneficiaries.

The investments and loans of the Plan shall be restricted to the securities and loans prescribed by the applicable provisions of the Pension Benefits Act (Ontario) and the regulations thereunder and the Income Tax Act and the regulations thereunder.

The funding of benefits described in this Plan **shall** be as prescribed in the Pension Benefits Act (Ontario) and the regulations thereunder.

The Employer will pay to the Insurance Company the Employer contributions not later than 30 days after the end of the month to which those contributions relate **and** the Member contributions not later than 30 days **after** the end of the period in respect of which such contributions were deducted or received **from** the Member.

18. CHANGE OR DISCONTINUANCE OF THE PLAN

The Employer expects to continue the Plan indefinitely but, **as** future conditions cannot be foreseen, the Employer necessarily reserves the right to terminate the Plan in whole or in part or to change the Plan at any time. At no time, however, may any part of the contributions made by the Members or the Employer be **used** for purposes other than for those provided for in the Plan, or will any change to the **Plan** adversely affect the benefits to which the Members are entitled hereunder on the effective date of such change.

Notwithstanding the provisions of this Section and the provisions of Section 17, if upon the completion of the application of assets **as** prescribed in the Pension Benefits **Act** (Ontario) any such assets remain unapplied the balance of unused **assets** shall upon the termination or winding up of the Plan be paid to the Employer. Upon direction from the Employer, all or a portion of such assets may be allocated **to** each Member's Individual Account in proportion to the relationship each such Individual Account **bears** to the total of **all** Individual Accounts. Payment to the Employer or allocation to the Members is subject to the prior written consent of The Pension Commission of Ontario and Revenue Canada, Taxation. A Member who is in receipt of **annuity** payments will not receive **an** allocation.

Notwithstanding the provisions of this Section, upon termination or winding up of the Plan in whole or in part, no assets of the Plan shall be applied toward the provision of **any** benefit until The Pension Commission of Ontario has approved the report filed **as** prescribed in the Act except those assets required to make periodic payments to Members and refund Members' contributions to Members in accordance with the Plan. For those Members affected by the termination, the Member's Individual Account balance is unconditionally vested in him.

On Plan termination the Member's Individual Account may be taken in **cash**, transferred or **used** to purchase **an** annuity as provided and in accordance with the provisions of Section 12.

19. TRANSFERS

For the purposes of this Section "Participating Plan" shall mean Delta Ottawa Employees' Retirement Plan, Skyline Hotel York-Hanover Hotels Ltd. Employees' Retirement Plan and Talisman Hotel Employees' Retirement Plan.

- (A) Notwithstanding any other provisions of this Plan, an Employee who ceases to be a Member of this Plan because of his transfer to the employ of Delta Ottawa, Skyline Hotel York-Hanover Hotels Ltd. and Talisman Motor Hotel **shall** immediately become a member of the Participating Plan of that employer.

In such event and upon the advice of the Insurance Company an amount **shall** be transferred to the fund established under the Participating Plan which will equal the Member's total Individual Account balance. The Member's Service and membership under this Plan will be included as service and membership under the Participating Plan.

- (B) **An** employee who is transferred from Delta Ottawa, Skyline Hotel York-Hanover Hotels Ltd. and Talisman Motor Hotel to the Chateau Ottawa Hotel Inc. and who **was** a member of the Participating Plan at the effective date of his transfer **shall** immediately become a Member of this Plan on such date.

In such event and upon the advice of the Insurance Company an amount shall be transferred from the fund established under the Participating Plan to this **Plan** which will equal the member's total Individual Account balance under the Participating Plan. The member's service and membership under the Participating Plan will be included **as** Service and membership under this Plan.

Group Benefit Plan



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

Union Employees of The Sheraton Ottawa Hotel & Towers

Benefit Summary

This summary must be read together with the benefits described in this booklet.

Employee Basic Life Insurance	\$5,000, reducing by 50% at age 65
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Optional Life Insurance	Available in \$10,000 units to a maximum of \$200,000, for you or your spouse, subject to approval of evidence of insurability
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Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)	\$5,000, reducing by 50% at age 65
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Short Term Disability Income Benefits

Waiting period	No waiting period
Injury	Seven days
Disease	

If you are hospitalized prior to the last day of the waiting period for disease, benefits will begin on the day you are hospitalized

Maximum benefit period	15 weeks
Amount	66 2/3% of your weekly earnings to a maximum benefit equal to the maximum weekly payment under the Employment Insurance Act

Healthcare

Deductibles

Individual	\$25 each calendar year
Family	\$50 each calendar year

Reimbursement Level	100%
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Basic Expense Maximums

Nursing	\$10,000 in any 12 month period
In-Canada Prescription Drugs	\$5,000 each calendar year
Dispense Fee Limit	The covered expense for the dispense fee portion of a prescription drug charge is limited to \$7.00
Custom-fitted Orthopedic Shoes	\$300 every 12 months
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	2 every 12 months
Mechanical or Hydraulic Patient Lifters (excluding electric stairlifts)	\$2,000 per lifter every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Blood-glucose Monitoring Machines	1 every 4 years
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	\$1,500 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$200 lifetime

Paramedical Expense Maximum

Physiotherapists	\$300 each calendar year
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Lifetime Healthcare Maximum	Unlimited
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Dentalcare

Payment Basis	The dental fee guide in effect in the province where the expense is incurred two years prior to the date the expense is incurred
Deductibles	
Individual	\$25 each calendar year
Family	\$50 each calendar year
Reimbursement Levels	
Basic Coverage	100%
Accidental Dental Injury Coverage	100%
Plan Maximum	Unlimited

Benefit Details

This booklet describes the principal features of the group benefit plan as arranged by agreement between your employer and Local 261, but Group Policy Nos. 140940 and 140981 issued by Great-West Life are the governing documents. If there are variations between the information in the booklet and the provisions of the policies, the policies will prevail.

Notice To Quebec Residents

- **Personal Information**

When you apply for coverage under the group benefit plan, the Administrator sets up a file with personal information relevant to your insurance coverage under the plan.

The file is kept in the offices of the Administrator. Employees of the Administrator have access to the file when required for insurance purposes.

You have certain rights of access and correction with respect to the information in your file. A request for access or correction must be in writing and may be sent to the Administrator.

This notice is being provided under Sections 4 and 8 of Quebec Bill 68 - An Act respecting the protection of personal information in the private sector.

- **Prescription Drug Coverage**

The prescription drug plan described in this booklet complies with the minimum requirements of Quebec Bill 33 - An Act respecting prescription drug coverage.

COMMENCEMENT AND TERMINATION OF COVERAGE

You are eligible to participate in the plan after 3 months of continuous employment.

- You and your dependents will be covered as soon as you become eligible.

You may waive coverage if you are covered under your spouse's plan. If your coverage under your spouse's plan terminates, you must apply for coverage under this plan no later than 31 days after termination. After 31 days, you must provide evidence of insurability for you and your dependents before you can participate. Dental care may be limited to some restrictions.

- You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work.

Increases in your benefits while you are covered by this plan will not become effective unless you are actively at work.

- Temporary, part-time and seasonal employees may not join the plan.

Your coverage terminates when your employment ends, you are no longer eligible, you stop paying the required premiums, or the policy terminates, whichever is earliest.

- Your dependents' coverage terminates when your insurance terminates or your dependent no longer qualifies, whichever is earlier.
- When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your Administrator will provide you with details.

DEPENDENT COVERAGE

Dependent means:

- Your spouse, legal or common-law.

A common-law spouse is a person of the opposite sex who has lived with you as your husband or wife for at least 12 months.

- Your unmarried children under age 21, or under age 25 if they are full-time students.

Note: If you are a Quebec resident, full-time students are covered for prescription drug benefits until age 26.

Children under age 21 are not covered if they are working more than 30 hours a week, unless they are full-time students.

Children who are incapable of supporting themselves because of physical or mental disorder are covered without age limit if the disorder begins before they turn 21, or while they are students under 25, and the disorder has been continuous since that time.

EMPLOYEE BASIC LIFE INSURANCE

You may name a beneficiary for your life insurance and change that beneficiary at any time by completing a form available from your employer. On your death, your employer will explain the claim requirements to your beneficiary. Great-West Life will pay your life insurance benefits to your beneficiary.

- Your life insurance terminates when you reach age 70.
- If you are under age 65 and have been disabled for 6 months or more, you may be entitled to have your life insurance continued without premium payment until you reach age 65. You are considered disabled if injury or disease prevents you from being gainfully employed in any job. Great-West Life will determine your qualification for waiver of premium benefits. If you believe you may be eligible, contact your Administrator for claim forms. You must apply for waiver of premium benefits within 12 months of becoming eligible.
- If any or all of your insurance terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your Administrator for details.

OPTIONAL LIFE INSURANCE

Optional Life Insurance allows you to choose additional coverage for yourself and your spouse. Check the **Benefit Summary** for the amount of Optional Life Insurance available. When you apply for Optional Life Insurance, you must provide proof of your insurability, and your application must be approved by Great-West Life. If you or your spouse die within two years after applying for Optional Life Insurance, Great-West Life has the right to verify any medical information you or your spouse provided. If any inconsistencies are discovered, the claim will be denied and any premiums paid will be refunded.

You may name a beneficiary for your optional life insurance and change that beneficiary at any time by completing a form available from your Administrator. On your death, Great-West Life will pay your life insurance to your beneficiary. If your spouse dies you will be paid the amount for which he or she was insured. Your Administrator will explain the claim requirements.

- If you are approved for waiver of premium on your basic life insurance, any optional life insurance for yourself or your spouse will also continue without premium payment as long as your basic life insurance continues but not beyond the date your optional insurance would otherwise terminate.
- If your or your spouse's optional life insurance terminates, you or your spouse may be eligible to apply for an individual conversion policy without providing proof of insurability. You must apply and pay the first premium no later than 31 days after your group insurance terminates. See your employer for details.
- Your optional life insurance terminates when you reach age 65. Your spouse's coverage terminates at the same time, or when he or she reaches age 65 or is no longer your spouse, whichever comes first.

Limitation

No benefit is paid for a suicide within the first two years of initial or increased optional life coverage. In such a situation, Great-West Life refunds the premiums that have been received.

ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS (AD&D) INSURANCE

If you suffer one of the losses listed below as the result of an accident which occurs while you are insured, Great-West Life will pay up to the Principal Sum. The loss must occur no later than 365 days after the accident. For loss of use, the loss must be continuous for 365 days.

Loss	Amount Payable
Life	Principal Sum
Both hands or both feet	Principal Sum
Sight of both eyes	Principal Sum
One hand and one foot	Principal Sum
One hand and sight of one eye	Principal Sum
One foot and sight of one eye	Principal Sum
Speech and Hearing in both ears	Principal Sum
One arm or one leg	3/4 Principal Sum
One hand or one foot or sight of one eye	1/2 Principal Sum
Speech	1/2 Principal Sum
Hearing in both ears	1/2 Principal Sum
Thumb and index finger or at least 4 fingers of one hand	1/4 Principal Sum
All toes of one foot	1/8 Principal Sum
 Loss of Use	
Both legs or both arms or both hands	Principal Sum
One arm and one leg	Principal Sum
One hand and one leg	Principal Sum
One leg or one arm	3/4 Principal Sum
One hand	1/2 Principal Sum

Surgical Reattachment

If you suffer the loss of a limb that is surgically reattached, Great-West Life will pay 50% of the amount that would have been payable if the loss had been permanent, regardless of the amount of use regained. The balance of the benefit will be payable if the reattachment fails and the reattached part is removed within one year after the reattachment was performed.

Repatriation

If you die as the result of an accident that is at least 150 kilometers away from your home, Great-West Life will pay up to \$2,500 for the preparation and transportation of your body to the place of burial or cremation.

Your AD&D insurance terminates when you reach age 70.

Limitations

The Principal Sum is the maximum amount that will be paid for all injuries resulting from the same accident.

No benefits are paid for injury or death resulting from:

- Intentionally self-inflicted injury or suicide
- Viral or bacterial infections, any form of illness or physical or mental infirmity, or medical or surgical treatment except surgical reattachment
- War, insurrection or voluntary participation in a riot
- Service in the armed forces of any country
- Air travel serving as a crew member, or in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not licensed or the pilot is not certified to operate the aircraft

How to Make a Claim

- To claim benefits for yourself, ask your employer or the Administrator for a claim form. Complete it and return it to the Administrator.
- If you die accidentally, the Administrator will explain the claim requirements to your beneficiary.
- Claims should be submitted as soon as possible, but no later than 15 months after the loss.

SHORT TERM DISABILITY (STD) INCOME BENEFITS

The plan provides you with regular income to replace income lost because of a disability due to disease or injury. Benefits begin after the waiting period is over and continue until you are no longer disabled or until the end of the benefit period, whichever comes first. Check the **Benefit Summary** for the benefit amount, waiting period and benefit period.

- STD benefits are payable after the waiting period if disease or injury prevents you from doing your own job. You are **not** considered disabled if you can perform a combination of duties that regularly took at least 60% of your time to complete.
- If you have not seen a physician before the end of the waiting period, benefits will not be payable until after your first visit to the physician.
- Separate periods of disability arising from the same disease or injury are considered to be one period of disability unless they are separated by at least 2 weeks of continuous full-time work.
- Your STD insurance terminates when you reach age 70.

Other Income

Your STD benefit is reduced by other income you are entitled to receive while you are disabled. Other income includes:

- disability benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan, excluding increases in benefits due to a cost-of-living adjustment
- benefits under any Workers' Compensation Act or similar law
- benefits under a legislated automobile insurance plan where permitted by law

Earnings received from an approved rehabilitation plan are not used to reduce your STD benefit unless those earnings, together with your income from this plan and the other income listed above, would exceed your weekly take-home pay before you became disabled. If it does, your benefit is reduced by the excess amount.

Vocational Rehabilitation Benefits

Vocational rehabilitation involves part-time work with your employer that is intended to help you return to your job or other gainful employment with your employer on a full-time basis. A plan will be approved if it is appropriate for the expected duration of your disability and it facilitates your earliest possible return to work.

Limitations

No benefits are paid for:

- Any period in which you do not participate or cooperate in a prescribed plan of medical treatment appropriate for your condition.

Depending on the severity of the condition, you may be required to be under the care of a specialist.

If substance abuse contributes to your disability, the treatment program must include participation in a recognized substance withdrawal program.

- The scheduled duration of a lay-off unless you become disabled
 - before notice of lay-off is given, or
 - more than 2 months before the lay-off is scheduled to start, whether or not notice of lay-off has been given.

- The scheduled duration of a leave of absence.
- Any period of employment, except in an approved rehabilitation plan.
- Any period after you fail to participate or cooperate in an approved rehabilitation plan.
- Disability due to or associated with cosmetic treatment.
- Any period of confinement in a prison or similar institution.
- Disability arising from war, insurrection or voluntary participation in a riot.

How to Make a Claim

Notify the Administrator of your disability as soon as possible. Obtain a claim form from the Administrator and follow the instructions. Please ensure that your claim is submitted to the Administrator within 10 days after the onset of your disability.

HEALTHCARE

A deductible may be applied before you are reimbursed. All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers the following services and supplies if they are not covered under your provincial government plan and provincial law permits the plan to cover them. All covered services and supplies must represent reasonable treatment. Treatment is considered reasonable if it is accepted by the Canadian medical profession, it is proven to be effective and it is of a form, intensity, frequency and duration essential to diagnosis or management of the disease or injury.

Covered Expenses

- Ambulance transportation to the nearest centre where adequate treatment is available

- Services of a registered nurse, licensed practical nurse or registered nursing assistant who is not a member of your family, but only if the patient requires the specific skills of a trained nurse

You should apply for a pre-care assessment before home nursing begins

- Drugs and medicines which require the written prescription of a physician or dentist and are dispensed by a licensed pharmacist, as well as certain life-sustaining drugs, injectable drugs and syringes for self-administered injections, when provided in Canada. Benefits for drug expenses outside Canada are payable only as provided under the out-of-country emergency care provision.

For drugs eligible under a provincial drug plan, coverage is limited to the deductible amount and coinsurance you are required to pay under that plan.

- Rental or, at Great-West Life's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a doctor
- Custom-made foot orthotics and custom fitted orthopedic shoes, including modifications to orthopedic footwear
- Diabetic supplies including insulin, syringes, Novolin pens, testing supplies and insulin infusion sets
- Blood-glucose monitoring machines
- Diagnostic x-rays and lab tests
- Out-of-hospital treatment of movement disorders by a licensed physiotherapist

Out-Of-Country Emergency Care

Medical expenses incurred outside your home province are covered when you or your dependent is outside Canada for vacation, business or education purposes and the expenses arise as a result of a medical emergency.

- The plan covers the following services and supplies related to the initial medical treatment:
 - treatment by a physician
 - out-of-hospital diagnostic x-ray and laboratory services
 - medical supplies provided out-of-hospital if they would have been covered in Canada
 - drugs
 - out-of-hospital services of a professional nurse
 - ambulance services by a licensed ambulance company to the nearest centre where essential treatment is available

If you are being treated outside Canada and your medical condition permits you to return to Canada, benefits will be limited to the amount payable under this plan for continued treatment outside Canada or the amount payable under this plan for comparable treatment in Canada, plus return transportation, whichever is less.

Out-of-country emergency care does not include hospital room and board charges. You may obtain such coverage from a number of providers on an individual basis.

Limitations

No benefits are paid for:

- Expenses private insurers are not permitted to cover by law
- Services and supplies the person is entitled to without charge by law or for which a charge is made only because the person has insurance coverage
- Services and supplies that do not represent reasonable treatment

- Services and supplies associated with:
 - treatment performed only for cosmetic purposes
 - recreation or sports rather than with other daily living activities
 - the diagnosis or treatment of infertility
 - contraception, other than oral contraceptives
- Services or supplies not listed as covered expenses
- Extra medical supplies that are spares or alternates
- Services or supplies received outside Canada except as listed under Out-of-Country Emergency Care
- Services or supplies received out-of-province in Canada unless the person is covered by the government health plan in their home province and Great-West Life would have paid benefits for the same services or supplies if they had been received in the person's home province
- Expenses arising from war, insurrection, or voluntary participation in a riot
- Residences established primarily for senior citizens or which provide personal rather than medical care
- Chronic care
- Any drug or item which does not have a drug identification number as defined by the Food and Drugs Act, Canada
- Proprietary or patent medicines registered under the Food and Drugs Act, Canada
- Homeopathic preparations, unless federal or provincial legislation requires a prescription for their sale
- Smoking cessation products

Healthcare terminates when you reach age 70.

How to Make a Claim

- Out-of-province claims should be submitted to your plan Administrator as soon as possible upon incurring the expense. It is very important that you send your claims immediately as your Provincial Medical Plan has very strict time limitations.
- Obtain form **M635** from your plan Administrator. Complete this form, making sure it shows all required information. Attach all original receipts and forward it to your plan Administrator (be sure to retain a copy for your own records).

Out-of-Country claims must be submitted within a certain time period which varies with each province. Please contact our Out-of-Country Claims unit for the time restriction for submitting claims in your province.

If you have any questions or if assistance is required to complete any of the forms, please contact our Out-of-Country Claims Unit at 1-800-957-9777.

- For all other Healthcare claims, obtain form **M635** from your employer or the Administrator. Complete this form making sure it shows all required information.

Attach your receipts to the claim form and return it to your plan Administrator as soon as possible, but no later than 15 months after you incur the expense.

DENTALCARE

A deductible may be applied before you are reimbursed. All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits. Check the **Benefit Summary** for this information.

The plan covers reasonable and customary charges to the extent they do not exceed the dental fee guide level shown in the **Benefit Summary**.

Treatment Plan

- Before incurring any large dental expenses, ask your dentist to complete a treatment plan and submit it to the Administrator. The Administrator will calculate the benefits payable for the proposed treatment, so you will know approximately in advance the portion of the cost you will have to pay.

Basic Coverage

The following expenses **will** be covered:

- Diagnostic services including:
 - one complete oral examination every 36 months
 - limited oral examinations twice every 12 months, except that only one limited oral examination is covered in any 12-month period that a complete oral examination is also performed
 - limited periodontal examinations twice every 12 months
 - complete series of x-rays every 36 months
 - intra-oral x-rays to a maximum of 15 films every 36 months and a panoramic x-ray every 36 months. Services provided in the same 12 months as a complete series are not covered

- Preventive services including:
 - polishing and topical application of fluoride each twice every 12 months
 - scaling, limited to a maximum combined with periodontal root planing of 6 time units every 12 months

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval

 - pit and fissure sealants on bicuspid and permanent molars every 60 months for any person under 19 years of age
 - space maintainers including appliances for the control of harmful habits
 - finishing restorations
 - interproximal diskings
 - recontouring of teeth
- Minor restorative services including:
 - caries, trauma, and pain control
 - amalgam and tooth-coloured fillings. Replacement fillings are covered only if the existing filling is at least 2 years old or the existing filling was not covered under this plan
 - retentive pins and prefabricated posts for fillings
 - prefabricated crowns for primary teeth
- Endodontics. Root canal therapy for permanent teeth will be limited to one course of treatment per tooth. Repeat treatment is covered only if the original treatment fails after the first 18 months

- Periodontal services including:
 - root planing, limited to a maximum combined with preventive scaling of 6 time units every 12 months
 - occlusal adjustment and equilibration, limited to a combined maximum of 4 time units every 12 months

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval
- Denture maintenance, after the 3-month post-insertion care period, including:
 - denture relines for dentures at least 6 months old, once every 36 months
 - denture rebases for dentures at least 2 years old, once every 36 months
 - resilient liner in relined or rebased dentures, once every 36 months
- Oral surgery
- Adjunctive services

Accidental Dental Injury Coverage

- Treatment of injury to sound natural teeth. Treatment must start within 60 days after the accident unless delayed by a medical condition
- A sound tooth is any tooth that did not require restorative treatment immediately before the accident. A natural tooth is any tooth that has not been artificially replaced

Limitations

If you do not apply for dental care coverage within one month after you become eligible, benefits are limited to \$100 during the first 12 months of your coverage, unless the expenses are incurred solely as a result of an accident occurring after the coverage takes effect.

No benefits are paid for:

- Duplicate x-rays, custom fluoride appliances, any oral hygiene instruction and nutritional counselling
- The following endodontic services - root canal therapy for primary teeth, isolation of teeth, enlargement of pulp chambers and endosseous intra coronal implants
- The following periodontal services - desensitization, topical application of antimicrobial agents, subgingival periodontal irrigation, charges for post surgical treatment and periodontal re-evaluations
- The following oral surgery services - implantology, surgical movement of teeth, services performed to remodel or recontour oral tissues (other than minor alveoplasty, gingivoplasty and stomatoplasty) and alveoplasty or gingivoplasty performed in conjunction with extractions
- Hypnosis or acupuncture
- Crowns, bridgework, dentures or repairs to bridgework or dentures
- Orthodontic coverage
- Accidental dental injury expenses for treatment performed more than 12 months after the accident, denture repair or replacement, or any orthodontic services
- Expenses private plans are not permitted to cover by law
- Services and supplies the person is entitled to without charge by law or for which a charge is made only because the person has insurance coverage

- Services or supplies that do not represent reasonable treatment
- Treatment performed for cosmetic purposes only
- Congenital defects or developmental malformations in people 19 years of age or over
- Temporomandibular joint disorders, vertical dimension correction or myofascial pain
- Expenses arising from war, insurrection, or voluntary participation in a riot

Dental care terminates when you reach age 70.

How to Make a Claim

Obtain form M445 from your plan administrator. Have your dentist complete the form and return it to your plan administrator as soon as possible, but no later than 15 months after the dental treatment.

COORDINATION OF BENEFITS

- Benefits for you or a dependent will be directly reduced by any amount payable under a government plan. If you or a dependent are entitled to benefits for the same expenses under another group plan or as both an employee and dependent under this plan or as a dependent of both parents under this plan, benefits will be co-ordinated so that the total benefits from all plans will not exceed expenses.
- You and your spouse should first submit your own claims through your own group plan. Claims for dependent children should be submitted to the plan of the parent who has the earlier birth date in the calendar year (the year of birth is not considered). If you are separated or divorced, the plan which will pay benefits for your children will be determined in the following order:
 1. the plan of the parent with custody of the child;
 2. the plan of the spouse of the parent with custody of the child;
 3. the plan of the parent without custody of the child;
 4. the plan of the spouse of the parent without custody of the child

You may submit a claim to the plan of the other spouse for any amount which is not paid by the first plan.

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**This Booklet Contains Important Information And
Should Be Kept In A Safe Place Known To You
And Your Family**

This plan is underwritten by

Great-West Life
ASSURANCE  COMPANY

Plan Administrator

**Lee-Power & Associates Inc.
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