

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)

Hereinafter referred to as the "Company"

OF THE SECOND PART



Effective: July 1, 2003
Expires: June 30, 2006

11450 (03)

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THIS AGREEMENT made and entered into this 1st day of July, 2003.

B E T W E E N

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

Hereinafter referred to as the "Company"

OF THE SECOND PART

NOW THEREFORE the parties agree as follows:

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company save and except Assistant Department Manager, **persons** above the **rank** of Assistant Department Manager, office and sales staff, and front desk personnel.
- a) The parties agree that the Club Lounge shall be staffed by bargaining unit employees. Employees working in the Club Lounge shall be entitled to a four **(4)** hour guarantee of hours of work under Article 20.06, but *the* split shift assignment under Article 20.07 of this Agreement does not apply to these employees.
- 2.02 Whenever the male gender is used in **this** Agreement, it shall be understood to include the female gender and the singular shall include the plural **and** vice versa.
- 2.03a) Except **as** in accord with the Employer's past practice, persons 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

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ARTICLE 2 - RECOGNITION

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

a) The **parties agree** that the Club Lounge **shall** be staffed by bargaining unit employees. Employees working in the Club **Lounge shall** be entitled to a four **(4)** hour guarantee of hours of work under Article 20.06, but **the** split shift assignment under Article **20.07** of **this Agreement** does not apply to these employees.

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

2.03a) Except **as** in accord with the Employer's **past** practice, persons not subject to this Collective **Agreement shall not perform work which would otherwise be performed by members of the bargaining unit**, except in **unforeseeable** emergency situations due to illness, unexpected

absenteeism, tardiness, bereavement or accident. In such situations non-bargaining unit personnel may temporarily assist bargaining unit employees if necessary, until replacement staff report to work to cover the staff shortage.

- b) Notwithstanding the above, bargaining unit work that is currently being performed by persons in the employ of the Company not subject to this Collective Agreement, shall be permitted to continue.
 - c) In addition, any managers who assist in the performance of bargaining unit work may continue, provided such assistance does not result in a loss of hours for bargaining unit employees.
- 2.04a) Where an issue arises with respect to the full or part time status of an employee, the parties agree that the issue shall be settled by reviewing the seven (7) weeks of employment immediately preceding the date that employee brings the matter to the attention of the employer. In the event that the individual has worked more than twenty-four (24) hours for four (4) or more of the seven (7) previous weeks, the individual will be determined to be full time from the determining date forward. In the event that the individual has worked twenty-four (24) hours or less for four (4) or more of the seven (7) previous weeks, the individual will be determined to be part time from the determining date forward.

Notwithstanding the above, for the purposes of determining entitlement to group insurance coverage only, the determination of an employee's status, i.e., as being full-time or part-time, shall be made at six (6) month intervals (January 1st and July 1st each year). If, during said six (6) month period an employee has worked an average of more than twenty-four (24) hours per week, the employee will be considered to be full-time. If, during said six (6) month period an employee has worked an average of twenty-four (24) hours or less per week, the employee will be considered to be part-time.

The Company shall provide the Union with a seniority list, by classification including status, within thirty (30) days of the date of ratification of this Agreement and on or before the 30th of January and July, as appropriate thereafter. The Union will be given two (2) weeks to review the status lists and raise any objections thereto. Thereafter, the list shall be deemed accurate until the next review period.

- b) Article 2.04(a) shall only apply to employees with six (6) or more months of seniority with the Company.

ARTICLE 3 - 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 Provided the Company complies with the written direction issued by the Union, the Union agrees to save the Company harmless from any claim by an employee arising out of the collection of Union dues.

- 3.03 The Company ~~shall deduct and remit~~ the above mentioned monies ~~to the Union as directed in writing~~, in accordance with the Union's By-lam, ~~as amended from time to time~~, subject to the following:
- a) The Union agrees to provide a **minimum of thirty (30) days** advance notice, in **writing**, to the Company of any changes to the Union **dues** structure and/or the amounts to be collected ~~and~~ remitted ~~by the Company~~. A copy of any such notice issued to the Company shall be posted ~~on the Union bulletin board~~.
 - b) Assessments ~~or arrears~~ shall be deducted and remitted on **the next deduction period**, ~~unless otherwise directed by the Union~~.
- 3.04 Prior to the last ~~day~~ of each month, the monies deducted shall be sent to ~~the~~ financial secretary of the Union together with a **list of the names** of members from whom such deductions have **been** made, **noting** the amount deducted from each ~~and~~ the status (**full or part-time**) of each employee.
- 3.05 The Company **further** agrees that in the event of an employee being on vacation ~~at~~ the time of a regular ~~deduction~~, such deduction shall be made from the employee's vacation ~~pay~~.
- 3.06 **In the event of a union member being** absent due to illness, on the dues deduction ~~pay~~, his dues shall be deducted from the ~~first~~ pay following his return to **work**.
- 3.07 The Company will provide a copy of the Collective Agreement to each new ~~employee~~ upon hire. The Company ~~shall~~ provide a copy of any subsequent amended Collective ~~Agreement~~ to all employees within **thirty (30) days** of the printing of the amended Agreement. The ~~parties~~ agree to ~~share~~ equally the cost of printing the Collective Agreement.
- 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. A copy of the union dues structure ~~shall remain posted~~ on the union bulletin board ~~for employees' reference~~.
- 3.09 The Company, hereby, ~~agrees that~~ all monies deducted ~~from~~ employees with respect to union monies shall be deemed to be held in ~~trust~~ for the union ~~and~~ considered not to be part of the ~~assets~~ of the Company. **In** the event of a bankruptcy, the monies so deducted shall be considered separate ~~from the~~ Company's ~~assets~~.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges ~~that~~, subject to the terms of **this** Agreement and ~~as~~ permitted by law, it is the exclusive function of the Company to:
- a) maintain order and efficiency;

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

ARTICLE 5 - 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, race, place of origin, **colour**, creed, national origin, political or religious affiliation, **sex**, sexual orientation, citizenship, physical **handicap**, **marital** or family status, in accordance with those definitions provided within **the** Ontario **Human** Rights Code.
- 5.03 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.
- 5.04 **The** Union and the Company **agree** that the Shop Stewards, local Union Representative(s) and members of the Management team **will** meet quarterly to discuss and review **issues** of concern in the Hotel. **The** respective agenda items for such meetings shall be exchanged between the parties **at** least one week in advance. The **parties** shall share the responsibility for chairing the meetings and shall jointly produce the **Minutes of such** meetings **as** the meeting progresses

unless otherwise **agreed**. Time spent by Shop Stewards to attend such meetings will be without **loss of pay**.

ARTICLE 6 - NO STRIKES- NO LOCKOUTS

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

ARTICLE 7 - REPRESENTATION

7.01a) 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 **m** investigating, presenting grievances **or potential** grievances to the Company in accordance with the provisions of **this** Agreement and/or to perform other union related activities such **as** attending meetings with **management**, **assisting** employees in the interpretation of **the** collective agreement and resolving **issues** of concern **in the** workplace.

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

7.02 The Union **shall** keep ~~the~~ Company notified in writing **of the name(s)** of their Shop Steward(s) and the effective dates of their appointments. For the **purpose of communicating the name(s)** of their Shop Steward(s) to employees, **the names of** the shop **stewards shall** remain **posted** on the Union bulletin **board**.

7.03 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/her absence the **General/Manager** or **his/her** designate. Such permission **shall** not be unreasonably withheld. When resuming their regular duties Stewards will report again to their immediate supervisor, **m** **in** his absence ~~the~~ **General Manager** or his/her designate.

Pursuant to **this** understanding, the Company will compensate **stewards** for time necessarily spent during their **work** hours in investigating, presenting grievances or potential grievances **and/or for** performing other union related activities such **as** attending meetings with management, assisting employees in the interpretation **of the** collective agreement and resolving issues of **concern** in the workplace.

7.04 Where a Shop Steward **and/or** Union Executive **Board** member **is** scheduled to be on duty during the time in **which** a union meeting of the general membership of the bargaining unit **is to** be held on Company premises, **he/she** shall be permitted to attend such meeting without loss of **pay**.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

8.02 No grievance **shall** be considered where the circumstances giving rise to it occurred or originated more ~~than~~ five **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 (Immediate Supervisor, Department Head or Designate)

If an employee ~~has~~ any complaints or questions which he/she ~~wishes~~ to ~~discuss~~ with the Company he/she **shall** take the matter up with his/her immediate Supervisor, Department Head or Designate (such Designate **shall** not be ~~the~~ Manager of HR), at the employee's option and may be accompanied by his/her Steward if he/she requests such assistance.

If such complaint or questions **are** not settled to ~~the~~ satisfaction of the employee concerned within seven (7) working days, then the following steps of the grievance procedure may be invoked in order. It is agreed that any resolution at ~~this~~ step of the Grievance Procedure shall be on a "without prejudice" **basis** and shall not conflict with the terms of this Agreement, except as the parties mutually agree.

Step No. 2 (Manager of Human Resources)

Within seven (7) working days after receiving the response from Step No. 1, or ~~the~~ date on which the response from Step No. 1 was due to be received, any employee having a grievance, or any one employee designated as a member of employees having a grievance, **shall** refer ~~the~~ grievance to the Union Local where it **shall** be reduced to writing and be presented to the Manager of Human Resources or his/her designate.

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

The grievance shall **contain** the name(s) of all employee(s) to whom it applies. The Manager of Human Resources or designate shall meet with the local Union Representative and the grievor and provide an answer to the Union in writing within seven (7) working days after the meeting at Step No. 2.

Step No. 3 (General Manager)

If the matter is not settled at Step No. 2, the Local Union Official Representative **shall** take up the grievance in a meeting with ~~the~~ General Manager or designate within seven (7) working days after ~~the~~ Union receives the answer from the Manager of Human Resources or designate at Step No. 2.

The General Manager or designate **shall** meet with the Local Union Representative **and** deal with the grievance and provide an **answer** to ~~the~~ Union in writing **within seven (7) working days** after receiving it

Step No. 4 – Referral to Arbitration

If the grievance is not settled within a **further** period of seven (7) working days after it has been presented to ~~the~~ General Manager or his/her designated representative, ~~then, at~~ the *request* of either **party** to **this** Agreement, the grievance may be referred to arbitration.

The request for arbitration must be made in writing within seven (7) working days after receiving ~~the~~ response from Step No. 3 or within seven (7) working days of the date the response **from Step No. 3** was due to be received

- 8.04** All time limits contained herein and in Article 9 and Article 11 shall exclude Saturdays, **Sundays** and declared Holidays. ~~The parties are agreed that the~~ time limits outlined herein may be extended **by** mutual agreement in writing.
- 8.05** **If** a grievance is not processed by either of the parties within the respective time limits set forth above or such time limit **as agreed** upon by the **parties**, the grievance shall automatically proceed **to** the next **step** of the grievance procedure, including arbitration.

ARTICLE 9 - DISCIPLINARY ACTION

- 9.01 a) No employee shall be disciplined or discharged without just cause
- b) The parties *agree* that a probationary employee may have their employment terminated where the employee is found not to be suitable for indefinite hire provided such termination is not arbitrary, discriminatory or in bad faith. The Company **shall** provide **probationary** employees with the general reason(s) for dismissal, in **writing**. Where there is a claim that such termination was arbitrary, **discriminatory** or in bad **faith**, the matter may be the **proper** subject of a grievance.
- c) Where an employee has been discharged or suspended, he shall have the right to interview **his shop** steward for a reasonable period of time before leaving the premises. The employee shall be given written reasons for the discharge or suspension **within seven (7) days** and a copy shall be forwarded to the Union. The employee shall **also** be given the appropriate documentation for Employment Insurance purposes.
- d) No bargaining unit employee shall terminate, suspend, issue a written/verbal **warning** to another bargaining unit employee or otherwise formally discipline another **bargaining** unit employee. Therefore, formal discipline shall only be applied by management personnel.
- 9.02** Once **an** employee, who has attained seniority **status**, has been discharged from his employment the **case** may be taken up **as** a grievance where the employee is of the opinion **that his** termination was without just cause.

- 9.03** All such cases shall be taken up within five (5) days and disposed of within ten (10) days of the date the employee is notified of his discharge, in writing, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment, shall be treated as a grievance if a written statement of such grievance is lodged with the Management within five (5) days after the employee receives written notification of discharge. All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such case.
- 9.04** Such special grievance may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 9.05** a) No entry shall be made on an employee's record regarding work performance or conduct unless the matter is first discussed with the employee in the presence of his Union Steward or the Union Business Agent if his presence is requested. A copy of any adverse record shall be supplied to the employee and a copy shall be forwarded to the union.
- b) Any document or written statement related to disciplinary action that has been placed on the personnel file of an employee shall be removed from the file after twelve (12) months from the date of the incident provided there has been no subsequent discipline of a like or similar nature during said twelve (12) month period. In cases involving suspension, such record(s) shall be removed after eighteen (18) months provided there has been no subsequent discipline of a like or similar nature during said eighteen (18) month period.
- 9.06** Upon request by an employee, that employee's record will be available for review by the employee, or a representative of the Union (if so requested by the employee), subject to reasonable notice being given of the request, and arrangements being made for a mutually convenient time for the review.
- 9.07** The parties have agreed that grievances should be settled in the Grievance Procedure. To ensure this, the parties agree that all relevant documentation on which the parties intend to rely at Arbitration shall be tendered to be available for inspection during the Grievance Procedure.

ARTICLE 10 - INDIVIDUAL DISCUSSION OF PROBLEM

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

ARTICLE 11 - COMPANY AND UNION GRIEVANCES

- 11.01** If the Company or Union wishes to file a Grievance, the party wishing to grieve shall do so by mailing or faxing a copy of its grievance to the Union or Company, to the attention of the General Manager or the Secretary / Business Manager as the case may be to a designated fax

line, within thirty (30) working days of the occurrence of the event on which the grievance is based.

No such grievance shall be filed with respect to the same subject matter that is already the subject of a grievance filed by an employee under Article 8 nor shall any grievance be filed by an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Article. The party which receives the grievance shall answer the grievance in writing within five (5) working days after receipt of same but, if there is no answer given in writing then it shall be deemed that the claim of the grievance has been refused or abandoned. If the grievance is not settled by the parties through this procedure, it can then be submitted to arbitration under the Arbitration Procedure of this Agreement within five (5) days after the expiration of the five (5) working days referred to above.

ARTICLE 12 - ARBITRATION

- 12.01 When either party requests that a grievance be submitted to arbitration, they shall make such a request in writing to the other indicating the name(s) of their nominee(s) as single Arbitrator-
- 12.02 It is the desire of both parties that grievances referred to arbitration be processed as efficiently and as expeditiously as possible. Therefore, in all cases of discipline, suspension and discharge a single Arbitrator shall be used.
- a) The Arbitrator will be selected by mutual agreement between the parties within fifteen (15) working days after the notice of intent is presented.
- If the Arbitrator so selected is unable to hear the case within thirty (30) days, or on a date mutually acceptable to the Union and the Company, selection of another Arbitrator may be made.
- b) In the event the parties are unable to agree on an Arbitrator, one will be appointed by the Ministry of Labour.
- c) The Arbitrator so selected or appointed shall be empowered to attempt to mediate a settlement of the matter in dispute, prior to commencing the arbitration hearing.
- 12.03 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.04 The parties shall equally bear the costs of the Arbitrator.
- 12.05 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 12.06 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement, except that he/she may at his/her discretion modify any penalty which has been imposed on the aggrieved employee(s).

- 12.07 The Arbitrator shall hold a hearing **as soon as possible** and render a decision **within thirty (30) days** after the hearing. Said decision **shall be final and binding amongst the parties.**
- 12.08 **In the event the hearing(s) are held on the Company's premises, the Company will absorb the costs for the hearing room. Where the hearing(s) are held off the Company's premises, the parties shall equally bear the costs of the facilities used**

ARTICLE 13 - SENIORITY

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

13.01 a) **Classification Seniority:**

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:**

Company seniority **shall** be based on length of service with the Company from **the last date** of hire, subject to Article 13 and shall apply **to** all other **benefits** set **out** in the Collective Agreement

c) **Closure or Sale:**

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 endeavor 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) Promotions & Demotions:

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) Scheduling:

When establishing schedules of work, the Employer shall ensure all work within a classification is performed by bargaining unit employees within the respective classification in the department, according to seniority. This article shall not give the employees the right to refuse assignment of work in another classification, as may be provided for elsewhere in this Agreement.

c) Lay-Offs:

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;

- i) volunteers in the classification (in order of seniority) shall be laid-off first, then, in reverse order of seniority;
- ii) employees on probation in the classification shall be laid-off, then;
- iii) part-time employees in the classification shall be laid off; then;
- iv) full-time employees in the classification, until the desired compliment of employees is attained.

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

d) Lay-Off Notice:

The Company shall provide written notice of layoff or pay in lieu of notice thereof, as far in advance as possible but not less than one (1) week prior to the effective date of the layoff except in situations outside the Company's control (acts of God, fire, flood, etc.).

13.03 Probationary Period:

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 (45) 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.

Notwithstanding the above, the parties agree that the orientation requirements for the banquet employees are not as complex as those for the other departments. Therefore, the parties agree that the probation period as referred to above, shall commence for banquet employees after a one (1) week orientation period.

13.04 Loss of Seniority on Lay-off

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

13.05 Recall from Lay-Off:

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/her intention to return to work, within five (5) days thereafter (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 Seniority Lists:

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 and on or before the 30th of January and July every year thereafter.

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

13.08 Seniority, Illness or Injury:

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

13.09 Work Outside the Bargaining Unit:

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/she 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 **pregnancy** 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.

13.10 Shop Stewards, Lay-Off and Re-Call:

In the event that an elected shop steward, **with** six (6) months or more seniority, is laid **off**, he/she shall **be the first** on recall in his/her classification and department

13.11 Vacant Positions & Postings:

- a) Where a full-time position becomes vacant within a classification having a complement of part-time employees, such full time position shall **he offered** to the existing **qualified part-time** employees **within** the classification, in **order** of seniority. Any resultant vacancy shall then **he** posted in accordance **with** article 13.11**(b)**.
- b) The Company shall **post** all new positions and existing positions that become vacant and **that** the Company **intends to fill**, **for a minimum** period of seven (7) **days**, to allow bargaining unit employees the opportunity to express their interest in applying for such positions.

13.12 Change of Status: Full Time vs Part Time:

If, due to a shortage of work, a full-time employee's **status** is changed to that of a part-time employee, such employee shall be deemed the most senior part time and placed on the top of the part time seniority list. No new full-time employees shall be hired in that classification until those reclassified **as** part-time **are** returned to their full-time **status** in the department concerned.

13.13 Creation of New Classification(s):

If the Company creates a new classification within the bargaining unit, the Company agrees to inform the Union of the new classification and **the** rate payable.

The Company will provide the Union with a job definition for such **new** position(s). If the Union disagrees with the wage rate the grievance **procedure** shall apply.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Personal Leave

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, **the** employee shall lose all seniority and his/her employment shall **terminate**. If an employee utilizes a leave of absence for purposes other than

those for which the leave of absence may be granted, or is absent for **three (3)** consecutive scheduled shifts without notifying the Company, without reasonable explanation to the Company, 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 **thirty (30)** days.

14.02 Pregnancy and Parental Leave

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

14.03 Union Leave - **Negotiations**, Union Conventions and Seminars

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 **upon** one (1) **weeks'** notice to the Company, and to not more than **three (3)** employees who have attained seniority **and who** have been selected by the Union to attend meetings or negotiations for a Collective Agreement or renewal thereof.

14.04 Jury Leave

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

ARTICLE 15 - BEREAVEMENT LEAVE

15.01 Full-Time Employees

Full time employees who have completed their probationary **period** **shall** be entitled to receive four **(4)** days' leave of absence **and** will be paid their regular rate for each scheduled work day that **occurs** within **such four (4)** day period:

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

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

15.02 Part-Time Employees

Part-time employees who have completed their probationary period shall be entitled to receive four (4) days' leave of absence, and will be paid four (4) hours regular pay for each scheduled day that occurs within such four (4) day period in the event of death of those individuals listed above.

ARTICLE 16 - BULLETIN BOARD

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

ARTICLE 17 - ACCESS TO PREMISES

17.01 No more than two official representatives of the Union shall be permitted to enter the Company's premises, upon 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 18 - LOCKERS AND DRESSING ROOMS

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

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

ARTICLE 19 - 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 20 - HOURS OF WORK AND OVERTIME

- 20.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed **as** a guarantee of hours of work per week, unless otherwise specified herein.
- 20.02 The standard work week shall consist of forty **(40)** hours per week comprised of eight (8) hours per day in five (5) days per week. The Company shall employ its **best** effort to arrange schedules **so** that employees will have two (2) consecutive days off during each work week.
- 20.03a) 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.
- c) 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**.
- d) 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.
- e) At the employee's option, overtime shall be compensated in one of the following manners:
- i) Pay, subject to statutory deductions; or

- ii) Compensatory time off in lieu, converted to the straight-time equivalent.

20.04 There shall be no pyramiding of overtime.

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

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

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

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

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

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

c) Notwithstanding the above, the parties agree that the last room attendant scheduled, who does not have work equivalent to the daily room assignment (based on the hotel occupancy), shall have the option to accept the available rooms and to be paid for the greater of the actual time worked or four (4) hours.

d) The Company shall establish work schedules in a manner so as to ensure the available hours of work are maximized, by seniority. Subject to operational requirements, the Company shall also endeavor to ensure that Monday to Friday work schedules are maximized, by seniority.

20.07a) 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

ARTICLE 24 -RESOURCE DEVELOPMENT FUND

24.01 Effective the date this Agreement is signed, the Company agrees to contribute the sum of three cents (\$.03) per hour worked by the bargaining unit members, per month to the Union's Resources Development Fund.

ARTICLE 25 - APPENDICES

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

ARTICLE 26 - TERMINATION


26.01 **This** Agreement shall become effective on the 1st day of July 2003 and shall remain in full force and effect until June 30th, 2006 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.

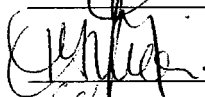
Wage increases shall be retroactive to June 30, 2003. All other terms of the Collective Agreement shall take effect upon ratification of the agreement.


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

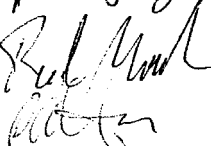


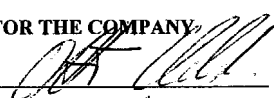


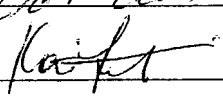


Marca Bonaguidi

Redmond







APPENDIX "A"

Wages and Classifications:**Wages**

The scale of **wages** are considered **minimum scales** and do not prohibit the Company **from granting** merit **increases** to **more** proficient employees. The Company shall **notify** the Union in writing of any employee(s) receiving a merit **rate** and **the amount** of same.

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

Hiring Rate:

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

Hotel Classification Schedule

	July 1/03	July 1/04	July 1/05
Rooms Division:			
*Bellperson	9.50	9.78	10.12
* Door Attendant	9.50	9.78	10.12
General Maintenance	16.11	16.59	17.17
Houseperson	13.10	13.49	13.97
Linenperson	13.10	13.49	13.97
Shift Maintenance	19.93	20.53	21.25
Parlor Attendant	12.98	13.37	13.84
Room Attendant	13.61	14.01	14.50
Tailor	13.92	14.33	14.83
Telephone Operator	13.36	13.75	14.24
	July 1/03	July 1/04	July 1/05
Food & Beverage:			
*Banquet Captain	10.97	11.30	11.69
*Banquet Porter	12.56	12.93	13.39
Chef De Partie	18.78	19.34	20.02
Commis	16.44	16.93	17.52
Commis Tournant	18.25	18.80	19.46
*Composite Bartender	11.60	11.95	12.36
*Food Server	9.50	9.78	10.12

General Assistant (Kitchen)	13.00	13.39	13.86
*Room Service Server	9.50	9.78	10.12
Short Order Cook	15.90	15.65	16.20
Ware Washer	13.00	13.39	13.86
*Club Lounge Attendant	9.50	9.78	10.12

***Denotes Gratuities Earners**

****The host/hostess classification is eliminated. The only incumbent in the position, Ms. Wiltshire, will be grandfathered in the position for the life of the Agreement. Ms. Wiltshire's wages shall be \$13.63 as of July 1, 2003, \$14.04 as of July 1, 2004 and \$14.53 as of July 1, 2005. During hours that Ms. Wiltshire is not working, the Dining Room Manager will perform her duties, as required.**

3 Year Wage Schedule			
Effective Date	July 1, 2003	July 1, 2004	July 1, 2005
Rate of Increase	3.00 %	3.00 %	3.50%

Retroactive Pay : to July 1, 2003.

Note: **ALL** other terms of the Collective Agreement shall take effect upon ratification of the Agreement

Gratuities & Other Earnings:

Shift Premium:

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

Restaurant Gratuity Guarantee:

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

Complimentary Items and Group Items

The Company shall pay to the employees a gratuity of fifteen percent (15%) for complimentary items, group items and/or packaged meals based on the established food portion of the package, complimentary item or group item, as amended from time to time. The Company will continue the practice of paying a fifteen percent (15%) gratuity on gift certificates provided to bargaining unit members.

Tour Baggage:

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

The employee shall receive \$2.75 per bag one way during the first year of the Agreement. The employee shall receive \$2.85 per bag one way during Year Two of the Agreement and \$3.00 per bag one way during Year Three of the Agreement.

Banquet Gratuities:

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

Upon Ratification:

July 1, 2003 to June 30, 2006	eighty-eight percent (88%) for union employees twelve percent (12%) for non-union employees
-------------------------------	--

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

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

Banquet Gratuity Distribution:

Employee Ratings:	Banquet Porter	0.55
	Server	0.95
	Captain	1.10

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

Formula:

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

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

Employees shall not receive gratuities during their orientation **period**.

APPENDIX "B"**Meals:**

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

APPENDIX "C"

HEALTH AND WELFARE

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

MEMBERS

Life Insurance	- to age 65	\$5,000.00
	- age 65 and over	\$2,500.00
	- benefits terminate at age 70	

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

Weekly Indemnity - plan pays 66 2/3rd % of normal wages

- maximum benefit ~~is~~ the **maximum** EI benefit, currently \$413 per week
- benefits **start** on the 1st day of disability due to an accident and the 8th day due to sickness or the 1st day of hospitalization due to sickness if earlier
- maximum payment period - 15 weeks

MEMBERS AND DEPENDENTS

Healthcare plan covers drugs and certain other supplies and services not covered by provincial medicare

plan pays **100%** of covered expenses over and above an **annual** deductible. The deductible is \$25.00 per person but not more than \$50.00 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 \$2,000.00 per person per calendar year

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

Lee-Power & Associates Inc.
616 Cooper Street
Ottawa, Ontario K1R 5J2
Phone 236-9007

Premiums: Members \$20.00 / month plus taxes

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

Current:	\$110.00 / month plus taxes
July 1, 2004	\$114.00 / month plus taxes
July 1, 2005	\$118.00 / month plus taxes

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

PENSION PLAN

1. Eligibility

All employees must join the **Plan** after completion of two (2) years of continuous uninterrupted service.

2. Contributions

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

Current	3.0%
July 1, 2004	3.0%
July 1, 2005	3.0%

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

Current	3.0%
July 1, 2004	3.0%
July 1, 2005	3.0%

3. Amount of Pension

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

4. Normal Retirement Age

Employees will **retire** on the first day of the month coinciding with or next following the attainment of age sixty-five (65).

Early Retirement

Employees may elect early retirement.

Late Retirement

Employees may elect to defer retirement to age seventy-one (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
With the Company	Rights
Before 2 complete years of service	0%
After 4 complete years of service	100%

Cash refunds are payable to an employee 6 months after the effective termination of employment.

The above is subject to current government regulations regarding cash benefits upon termination of employment.

7. Portability

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

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

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

8. Administration

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

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

9. Administration Fees

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

APPENDIX "D"
(Part-time employees)

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

Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and Appendix "A", "B", "E", "F", "I" and "J".

2. Part-time employees who are called in to work on any given day shall receive not less than four **(4)** hours pay.
3. Part-time employees 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 worked his/her full scheduled shifts on each of the work days immediately preceding and immediately following **the** holiday **concerned**, and, if they **are** scheduled to work on the holiday they must do so **as** well. Employees will **be** entitled to payment for **the** holiday in accordance with the formula provided for in the *Employment Standards Act*, **as** amended from time to time.

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.

5. A **part-time** employee's return to work following a period of sick leave absence in excess of three (3) working days shall **be** conditional upon **his** supplying, upon **request**, a medical certificate from a qualified medical practitioner indicating **that** he is fully capable of performing his duties or of performing modified duties offered by the Company. The Company shall pay the cost of the medical certificate.

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

In doubtful cases involving par-time employees, the Company reserves the right, to appoint another doctor other *than* the one providing the certificate, in order to establish the facts in the case. The Company *agrees* to pay the costs charged by the appointed physician.

APPENDIX "E"

The Departments for seniority purposes are:

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

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) Uniforms shall be provided free of charge to all employees in **accordance** with Starwood Standards.
- c) Upon termination of employment, employees shall return their **uniform** to the Company.
- d) The Company shall provide a **footwear** allowance to all employees in the **amount** of fifty dollars **(\$50.00)** once annually. The Company **shall** set the standard for appropriate **footwear**.

APPENDIX "G"

Sick Leave Allowance:

Full time **regular** employees of the Company, on completion of **six months' (6) continuous service shall be entitled to receive sick leave allowances** subject to the following provisions:

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

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 for **the** medical certificate.

The Company, **at its discretion**, may require that the employee's **treating** physician provide information with respect to current **limitations, restrictions** and prognosis for regular attendance **at** work.

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 charged by the appointed physician.

APPENDIX "H"

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

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

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

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

An employee **has no** entitlement to holiday pay if he/she **fails, without** reasonable cause, to work **all of his/her** regularly scheduled days of work before **the** holiday **and/or all of his/her first** regularly scheduled days of work **after** the holiday and/or if he/she fails to report for his/her scheduled shift on 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.

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 IQ) 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 **he** 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 "1"

VACATION PAY:

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

VACATION SCHEDULING:

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

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

Where, due to operational requirements, the Company deems it necessary to limit the number of employees, that may be on vacation at any particular time, seniority will determine the employee that will be granted such particular time off for vacation. However, there shall be no "black out" periods (i.e. on a department basis, there will be no periods where an employee(s) shall not be granted vacation leave.)

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

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

Once selected and approved, there shall be no bumping on the vacation schedule.

SERVICE REQUIREMENTS:

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

iv) After completion of ten (10) years' continuous service -- four (4) weeks vacation with pay at eight percent (8%) of their earnings.

Note 1: The above vacation leave benefits shall apply to part-time employees.

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

APPENDIX "J"

APPLICATION FOR MEMBERSHIP AND
CHECK-OFF AUTHORIZATION FORM

in the

HOSPITALITY & SERVICE TRADES UNION - LOCAL 261

Name: _____

Employed: _____

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

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

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

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

PLEASE PRINT

ADDRESS: _____

SOCIAL SECURITY NO.: _____

TELEPHONE NO. : _____

NEXT OF KIN: _____

FULL TIME: _____ PART TIME: _____

JOB CLASSIFICATION _____ DATE: _____

WITNESS: _____

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

APPLICANT'S SIGNATURE: _____

LETTER TO THE UNION ON HOTEL LETTERHEAD

Dear Ms. Grella:

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

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

Dated in Ottawa, Ontario, this the 29th day of March 2004

FOR THE UNION

FOR THE COMPANY

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LETTER OF UNDERSTANDING

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

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

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

Dated in Ottawa, Ontario, this the 29th day of March, 2000

FOR THE UNION

FOR THE COMPANY

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LETTER OF UNDERSTANDING

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

Job Titles and Definitions

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

Dated in Ottawa, Ontario, this the 29th day of March 2004.

FOR THE UNION

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FOR THE COMPANY

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

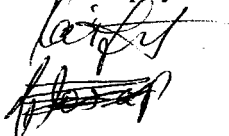
In the application of the provisions of the Collective Agreement found at Appendix "A", under the heading "Complimentary Items and Group Items" and/or "Banquet Gratuities", when determining the 'regular selling price' on which said gratuities shall be based, the parties agree as follows:

- a. Where possible, the 'regular selling price' on which said gratuities shall be based, shall be those listed in the hotel's published catering menu.
- b. In the event the food and beverages for any particular function vary from those listed in the hotel's published catering menu, the 'regular selling price' shall be based on the published catering menu prices for a comparable menu.
- c. In the event that the menu for any particular event is "customized" to meet the client's needs and there is no comparable menu listed in the hotel's published catering menu, representatives of the Union and of the Hotel shall meet to determine the "regular selling price" of such menu on which said gratuities shall be based.
- d. If, after applying the above, the parties are unable to agree on the 'regular selling price', on which to base gratuities, for any particular function, such dispute may be referred by either party to the grievance/arbitration process in accordance with the Collective Agreement.

Dated at Ottawa, Ontario, this the 29 day of March, 2004

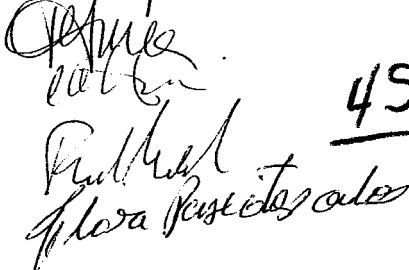


For the Company





For the Union



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