

THIS AGREEMENT made and entered into this

1st day of November, 1998

SOURCE	Comp		
EFF.	98	11	01
TERM.	01	06	30
No. OF EMPLOYEES	170		
NOMBRE D'EMPLOYÉS	170		

BETWEEN:

RADISSON OTTAWA CENTRE
Hereinafter referred to as the "Company"
OF THE FIRST PART

- and -

HOSPITALITY AND SERVICE TRADES UNION
LOCAL 261, OTTAWA AFFILIATED WITH THE
A.F.L., C.I.O. AND C.L.C

Hereinafter referred to as *the* "Union"
OF THE SECOND PART

RECEIVED
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GOOD UNIONSHIP PLEDGE

I shall do everything in my power to be worthy of my union membership by:

- Promoting efficient service to the public, and the best interests of the Industry in which I am employed.
- Being completely fair and honest in presenting grievances.
- Helping my union willingly when called upon.
- Supporting my union leadership by never doing anything that will lose respect for my union,
- Attending union meetings and helping to make important decisions that will affect my union.

我身为一名工会成员, 我将尽我的能力做到以下: _____
* 积极地在公众事业服务, 并以最大的热情投入我的本职工作 _____
* 公平、诚实地对待整个投诉过程。 _____
* 当工会需要我帮助的时候, 我会帮助工会。 _____
* 尊重和支援工会领袖的工作。 _____
* 出席工会会议, 并且给予积极的建议, 热情地支持工会工作。 _____

Là một đoàn viên tốt

Để xứng đáng là thành viên tốt của một công đoàn ta cần phải:

- Phát huy tinh thần phục vụ quần chúng hữu nghị, và quý mến ngành nghề của mình.
- Nên thành thật khi báo nghỉ bệnh hay những khó khăn nan giải
- Hướng ứng mọi lời kêu gọi của công đoàn.
- Ủng hộ sự lãnh đạo của công đoàn và không nên làm những điều để mất uy tín của công đoàn.
- Tham gia hoạt động và xây dựng góp ý kiến trong các sinh hoạt của công đoàn.

TABLE OF CONTENTS

Article 1	Purpose of the agreement	3
Article 2	Recognition	3
Article 3	Security	4
Article 4	Management rights.....	7
Article 5	Relationship	7
Article 6	No strikes -no lockouts.....	8
Article 7	Representation and arbitration procedure.....	8
Article 8	Grievance procedure	9
Article 9	Disciplinary action	10
Article 10	Individual discussion of problem.....	12
Article 11	Company and union grievances.....	12
Article 12	Arbitration.....	12
Article 13	Seniority	14
Article 14	Leave of absence.....	17
Article 15	Bereavement leave.....	18
Article 16	Bulletin board	18
Article 17	Access to premises.....	19
Article 18	Lockers and dressing rooms	19
Article 19	Bonding	19
Article 20	Hours of work and overtime.....	20
Article 21	Temporary transfers	23
Article 22	General.....	23
Article 23	Resource development fund.....	24
Article 24	Appendices	24
Article 25	Termination	25
Appendix A	Wages and classifications	26
	Training premium	26
	Restaurant gratuity guarantee.....	26
	Signing bonus	26
	Ratification	27-28-29-30
Appendix B	Free meals	31
Appendix C	Health and welfare	32
	Retirement benefits.....	32
Appendix D	Part time employees	33
Appendix E	Departments for seniority purposes.....	34
Appendix F	Uniforms	35
Appendix G	Sick leave allowance.....	36
Appendix H	Paid holidays.....	37-38
Appendix I	Vacation pay	39
Appendix J	Banquet employees.....	40-41-42-43-44
Appendix K	Tour baggage.....	45
	Letter to the union	46
	Memorandum of agreement.....	47
	Letter of understanding.....	48

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 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 **recognises that** the Union is the sole and exclusive bargaining agent for all employees of the Radisson **Hotel** Ottawa-Centre, 100 Kent Street, **Ottawa**, Ontario, save and except **supervisors**, persons above the **rank** of supervisor, **office** and **sales staff** (including front desk clerks, front desk cashiers, payroll clerks, **accounting** clerks, audit department staff, **reservations** clerks, secretaries and **security** staff).

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

2.03 a) Persons not subject to **this** collective agreement shall not perform work which would otherwise be **performed** by members of the bargaining unit, except in the 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 staff shortages**.

b) Notwithstanding the above, bargaining unit work that is currently **being performed by persons** in the employ of the Company not subject to the collective agreement shall **be permitted** to continue.

2.04 Where an issue arises with respect to the full-time or part time **status** of an employee, the **parties agree** that the issue shall be settled by reviewing the seven weeks of employment immediately preceding the date that the employee **brings** the matter to the attention of the employer or the employer brings the matter to the attention of the employee. in the event that the individual has worked more than **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 **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.

An employee receiving benefits **as a result** of full time **status** determination shall become entitled to benefit coverage after a waiting period of three (3) months.

This article shall **only** apply to employees with **six** (6) or more months of service.

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 The Union **agrees to** save the Company harmless from any claim by **an** employee **arising** out of the **collection** of Union dues, fees, fines and/or assessments.

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 Company 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 &om the employee's pay as follows:

Minimum fixed rate per pay (2 weeks) plus one of the following two (2) percentage formulas:

- 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
- 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) Assessments or arrears shall be deducted and remitted on the next deduction ~~period unless~~ otherwise directed by the Union.

c) 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 The Company will provide a copy of the **collective** agreement to each new employee.

3.07 Each new employee shall furnish the Company at the time of hire with a signed application for Union membership and **dues** check-off **authorisation**. The form, a copy of which shall **be** forwarded to the Union, shall be **as** follows:

APPLICATION FOR MEMBERSHIP AND CHECK-OFF AUTHORIZATION FORM
in the
HOSPITALITY & SERVICE TRADES UNION - LOCAL 261
Affiliated with the C.L.C., C.I.O., A.F.L.

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 authorise 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, and assessments.

I instruct my employer to deduct Union Dues from each of my pay cheques 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 on the Union.

It is understood that the amount of dues is determined by the Union's International Convention and the membership of the Union in accordance with the Local by-laws.

I further agree to save my Employer, _____, harmless for all deductions made, in accordance with this authorisation form and the Collective Agreement.

PLEASE PRINT

I, _____ Social Insurance Number _____

ADDRESS _____

CITY: _____ POSTAL CODE _____

NEXT OF KIN: _____ FULL-TIME _____ PART-TIME _____

JOB CLASSIFICATION _____

DATE _____

WITNESS _____ TEL.# _____

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

APPLICANT'S SIGNATURE _____

ARTICLE 4 **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.

4.02 It is understood and agreed that these rights shall be exercised in a manner consistent with the terms of the Agreement.

ARTICLE 5 **RELATIONSHIP**

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

ARTICLE 6 **NO STRIKES - NO LOCKOUTS**

- 6.01** The Union agrees that during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Company agrees that there will be no lockout.
- 6.02** The Union and the Company agree that the employees and the Company will not be involved in any dispute, inside or on the streets adjacent to the Hotel, which may **arise** between any other employer and the employees of such other employer.

ARTICLE 7 **REPRESENTATION**

- 7.01** The Company acknowledges the **right** of the Union to appoint, elect or otherwise select five 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.
- 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.
- 7.04** If, during the life of **this Agreement**, the existing telephone technology is upgraded to provide "voicemail" features, the Company agrees to provide such, at **no cost** to the Union, for the exclusive use of internal communications only.

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:

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

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

Step No. 2 :-

Any employee having a grievance or any one employee who is designated as a member of a group of employees having a grievance shall then take the grievance up with the Steward. The Steward shall refer the grievance to the Union Local where it shall be reduced to writing and presented to the Director of Human Resources or designate within seven (7) days of the date of the occurrence of the event which is subject of the grievance. The grievance shall contain the names of all the employees who have the same grievance. The Director of Human Resources or Designate shall deal with the grievance and provide his answer to the Steward in writing within two (2) days after he receives the grievance.

Step No. 3:

If the matter is not settled at this time the Local Union Official Representative 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 9DISCIPLINARY ACTION

9.01 a) ~~An~~ employee who has completed his probation period shall not be disciplined or terminated without just cause.

b) No bargaining unit employee shall discipline another bargaining unit employee.

9.02 Where an employee has been discharged or suspended, he shall have the right to an interview with his shop steward for a reasonable period of time before leaving the premises. The ~~employee~~ shall be given written reasons for the discharge or suspension within seven days and a copy shall be forwarded to the Union. The employee shall also be given the appropriate documentation for unemployment insurance purposes.

- 9.03** All such cases shall be taken up within five days and disposed of within ten 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 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 such adverse entry made on an employee's file shall be removed no later than twelve (12) months following the date of the incidence.
- 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 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 with an employee with respect to the same subject matter that is already the subject of a grievance filed by the Union under this Article. The party which receives the grievance shall answer the grievance in writing within five (5) working days after receipt of same but, if there is no answer **given** in writing then it shall be deemed that **the** claim of the grievor has been **refused**. If the grievance is not settled by the parties through this procedure, it can then be submitted to arbitration under the Arbitration Procedure of this agreement within five (5) days after the expiration of the five (5) working days referred to above.

ARTICLE 12 **ARBITRATION**

12.01 The parties agree to use a single arbitrator, however, should either party desire an arbitration board, the latter will apply.

a) When either party requests that a grievance be submitted to arbitration, they shall make such request in writing to the other 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.

The selection by mutual agreement for the above arbitrator(s) shall be made within fifteen (15) days after the date on which the notice of intent was presented.

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.

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

12.03 in the case of an arbitration panel, the parties shall each 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.

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

12.05 The Arbitration Board shall not be authorised 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).

12.06 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.

12.07 In all discipline cases, including suspension and discharge cases, there shall be a single arbitrator.

12.08 The Company shall provide one meeting room for arbitration purposes, providing this does not result in a loss of business to the Hotel.

Where the hearings are held off the Company's premises, the parties shall equally bear the cost 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 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 Article **21.01**
- layoff and recall (subject **to** the provision set out in 13.02 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 recognised after thirty 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) 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.

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

13.03

a) Seniority shall become effective after the completion of a minimum of fifteen (15) shifts of work within sixty (60) calendar days, and if not extended, a further thirty (30) calendar days retroactive to hire date.

b) The parties agree that the employer may terminate a probationary employee and that the just cause standard applicable to the probationary employee shall be less than for non-probationary employees. The Company shall provide probationary employees with written reasons for their dismissal.

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** 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 for not more than five (5) months, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.
- 13.10** 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 in the department.
- 13.11** 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.
- 13.12** a) If a full-time employee with two 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 months. This provision shall not apply if the employee requests the transfer.

b) If due to a shortage of work, a full-time employee is laid off, the Company agrees to continue to cover the employee for all the benefits outlined in Appendix "C" to the end of the calendar month in which the layoff occurs, plus one additional month.

- 13.13** If due to a shortage of work, a full-time employee's **status** is changed to that of a part-time employee, no new full-time employees shall be hired in that classification until those reclassified **as** part-time are returned to their full-time **status** in the department concerned
- 13.14** Vacancies for full-time and part-time **jobs** within the bargaining unit shall be posted for a minimum period of four **(4)** days **when** at least one of those days falls on a weekend.
- 13.15** If the Company creates a new classification within the bargaining unit, the Company agrees to inform the Union of the new classification and the rate payable. If the Union disagrees with the wage rate the grievance procedure shall apply.

ARTICLE 14 **LEAVE OF ABSENCE**

- 14.01** The Company may **grant** leave of absence without pay and without loss of seniority to **an** employee for **personal** reasons. All requests for such leaves of absence shall be in **writing 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 authorised 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 **utilises** 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.
- 14.02** "Pregnancy and Parental leave shall be granted in accordance with the Employment **Standards** Act".

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

ARTICLE 15 **BEREAVEMENT LEAVE**

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

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.

In the application of this Article, the Company agrees to recognise "common-law" in the same fashion as relations by way of "marriage" are recognised.

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 16 **BULLETIN BOARD**

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

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, 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 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 subject to Article 20.06.

20.02 The standard workweek 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 workweek.

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 (6th) or seventh (7th) day worked in the Hotel's work week, for all hours worked in excess of forty **(40)** hours per week and eight **(8)** hours per day.

Unless faced with an **extreme staff** shortage situation, the Company shall not compel any employee **to** work on a scheduled day off or during authorised vacation periods. Should an employee be compelled to work on **a** scheduled **day** off or during **an** authorised vacation period, overtime premiums shall be paid for all such hours worked.

b) In the Kitchen Department, 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.

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 and bartenders in dining room and lounges 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 and the week preceding and following Easter weekend, winter breaks in March (2 weeks), the following shall apply:
- (i) The employer may schedule full time employees for periods of four (4) hours or more;
- (ii) Full time employees shall have the option, by seniority, to accept at the time of the schedule postings (in accordance with Article 20.08), a reporting pay guarantee based on the scheduled hours but not less than four (4) hours;
- (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.
- 20.07** Split shift assignments shall be confined to gratuity employees. and buspersons and shall be confined to not more than two (2) tours of duty to a maximum total of eight (8) hours work within a spread of twelve (12) consecutive hours in any one day. The Company shall endeavour to minimize the assignment of split shifts.
- 20.08** **a)** The Company agrees to post weekly schedules forty-eight (48) hours prior to the commencement of the workweek. 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 which result in a reduction of an employee's scheduled work week requires notice twenty-four (24) hours in advance in order to compel an employee to report for work or prevent ~~an employee from~~ reporting for their scheduled shift, except in cases of sickness, bereavement or accident causing shortage of **staff**. In such cases, the Company shall provide **as** much notice in advance **as** possible. Communication shall be deemed to be received if the phone call made by the hotel is no later than twenty-four (24) hours outlined above.

c) The method of verification of the 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 dialled 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.

d) Notwithstanding the above, employees in the Housekeeping Department shall receive ~~twelve~~ **(12)** hours notice of changes to work schedule in accordance with the above.

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 21 **TEMPORARY TRANSFERS**

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

ARTICLE 22 **GENERAL**22.01 **Individual Agreements:**

No arrangements shall be made between any employee and the Company which conflicts with the terms of this Agreement. 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 authorised 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 authorisation from Management, he will be held responsible.

22.04 The Company shall not prohibit the wearing of the current Union membership button.

22.05 in the event of termination of employment the provisions of the Employment Standards Act shall apply.

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

22.07 The Company will not remove the drinking water dispenser or fan(s) from the laundry ~~room~~.

22.08 **No discrimination or harassment**

The parties agree that there shall be no discrimination, interference, restriction, limitation, coercion, harassment or intimidation exercised or practised with respect to an employee by reason of age, race, colour, creed, national origin, political or religious affiliation, sex, physical or emotional handicap, ~~marital status~~ or membership or activity in the Union.

22.09 **Present and future laws**

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

ARTICLE 23 **RESOURCE DEVELOPMENT FUND**

23.01 On the date this Agreement is ratified, the Company agrees to henceforth contribute premiums in the amount of two cents (**\$0.02**) per hour worked by an employee to the Resource Development fund.

ARTICLE 24 **APPENDICES**

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

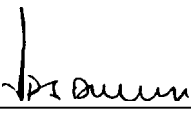


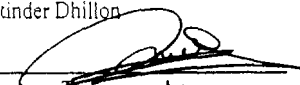
ARTICLE 25 TERMINATION

25.01 This Agreement shall remain in Full force and effect until the 30th day of June 2001, and shall continue in effect from **year** to year thereafter, unless either party shall give written notice of 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 authorised representatives as of the date and year first above written.


RADISSON OTTAWA CENTRE




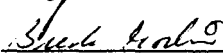
Satinder Dhillon


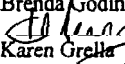
Krystyna Tomaszewska

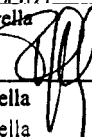
UNION



Akberet Dosta


George Lee


Brenda Godin


Karen Grella


Frank Grella
Grella

NOTE: The Company agrees to write to the new **Owner's stating** that the Union wishes to maintain the present Collective Agreement termination **date** of June 30th for future Collective agreements. This letter in no way binds the present parties at the table.

APPENDIX "A"

WAGES AND CLASSIFICATIONS

The basic hourly rates contained in this Schedule **are** minimums. The Company reserves the right to grant individual merit increases which shall not in any way obligate the **Company** to **grant** a general increase.

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

TRAINING PREMIUM

The Hotel will pay a "training" premium to Hotel designated sponsor trainers in the amount of ~~five~~ cents (\$0.50) per hour while training new employees.

Note: The Hotel will provide the Union with the names of the Hotel's designated sponsor trainers within thirty (30) days of the date of ratification.

RESTAURANT GRATUITY GUARANTEE

Upon printing of **new** menus, the Company will add at the bottom "Taxes and Gratuities not included".

The Company will endeavour to affect the change **no** later than 120 days after ratification of this Agreement.

All business coupons will **show** "Gratuities not included" effective 15 January 1999.

APPENDIX "A"**Wages**

Effective 01 July 1999 3.0%

Effective 01 July 2000 3.0%

<u>CLASSIFICATION</u>	01 JULY 1999	01 JULY 2000
Room Inspect. Attendant	12.02	12.38
Room Attendant	11.91	12.27
Houseperson	11.54	11.89
Laundry Attendant	11.54	11.89
Cleaners	11.54	11.89
Tailor	11.96	12.32
<u>Kitchen:</u>		
1st Cook	16.45	16.94
2nd Cook	14.54	14.98
3rd Cook	13.37	13.77
Vegetable Cook	13.00	13.39
Cook's Helper	12.70	13.08
Gardemanger	14.54	14.98
Rounds Man	14.55	14.99
Ware/Potwasher	11.32	11.66
Pantry Attendant	11.36	11.70
Kitchen Helper	11.33	11.67
Receiving Porter	11.23	11.57
Receiver	12.79	13.17
Mini Bar Attendant	11.77	12.12

<u>CLASSIFICATION</u>	01 JULY 1999	01 JULY 2000
<u>Dining Room/All Day Dining</u>		
Host/Hostess	12.79	13.17
Cashier	12.79	13.17
Server	8.36	8.61
Bus Person	10.85	11.18
<u>Beverage Production</u>		
Service Bartender	13.04	13.43
Stool Bartender	9.56	9.85
Comb. Bartender	10.20	10.51
Bar Person	10.73	11.05
Beverage Server	8.36	8.61

<u>CLASSIFICATION</u>	01 JULY 1999	01 JULY 2000
<u>Room Service</u>		
Captain	9.69	9.98
Server	8.36	8.61
<u>Bellperson/Doorperson</u>		
Bellperson	8.36	8.61
Doorperson	8.36	8.61
<u>Maintenance</u>		
Maintenance One	17.47	17.99
Maintenance Two	16.20	16.69
Maintenance Three	14.91	15.36
Maintenance General	13.99	14.41
Maintenance Maintainer	13.21	13.61
Sanitation/Cleaner	12.58	12.96
<u>Telephone</u>		
Switchboard	11.75	12.10

APPENDIX "A"

Apprentice cooks shall be paid as follows:

Period One (not to exceed 2000 Hours)

65% of average of unionised kitchen rates

Period Two (not to exceed 2000 Hours)

75% of average of unionised kitchen rates

Period Three (not to exceed 2000 ~~Hours~~)

85% of unionised 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
- after sixty (60) days - the **job** rate will be paid

APPENDIX "B"
(Meals)

- a) The Company shall continue to provide free meals to food service employees, food preparation employees and bartenders. It is understood that employees receiving such ~~free~~ meals shall be assessed a taxable benefit pursuant to governmental income ~~tax~~ requirements.
- b) Employees not receiving free meals and **working** six (6) hours or more per day shall be allowed one (1) meal at the **prevailing price**.
- c) Employees shall cooperate in maintaining orderly conditions in eating areas, locker rooms and dressing rooms.

APPENDIX "C"**HEALTH AND WELFARE**

The Company agrees to contribute to Local 261 Health and Welfare Plan. the **sum** of eighty five dollars (\$85.00) per month for each full time employee who has completed ninety (90) days of full time service.

It **is** understood that the trustees, in **recognising** their fiduciary obligations, will ensure that a minimal amount of money will be expended for **administrative** services. Trustees will receive only minimal expense reimbursement for their efforts.

in the event that there is a need to increase the contribution to the Health and Welfare Plan, such increase shall be borne 50% by the employees through payroll deduction and 50% **by** the employer.

RETIREMENT BENEFITS

A full time employee, following twelve (**12**) months of service of full time employment may contribute 3%, 4% or 5% of basic **earnings** to the plan (R.R.S.P.).

The Company shall contribute 40% which shall be increased to 42% effective 01 July 1999 and to 43% effective 01 July 2000 of the employee contribution (on a monthly basis) four (4) months in arrears. Payment of the employer contributions shall be made prior to the ~~fourth~~ (**5**) working day of the month in which payment should be made for the month for which the employee made his contribution.

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, 24, and Appendix "A", "B", "E", and "F".

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 holidays(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 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"
(Departments for Seniority Purposes)

Kitchen
Housekeeping and Laundry
Maintenance
Bars and Lounges
Cafe Toulouse
La Ronde (Revolving Dining Room)
Room Service
Food and Beverage Cashiers
Bellmen
Switchboard
Banquets (See Appendix "J")

APPENDIX "F"
(Uniforms)

The parties agree to continue the past practice concerning uniforms and special clothing for the life of this Agreement **as** follows:-

- Uniforms **or** special style clothing, if required by the Company, shall be supplied and maintained by **the** Company. Maintenance shall include repairs of normal wear and tear, dry-cleaning of non-washable apparel and laundering of kitchen whites and Room Attendants' uniforms.
- Female employees in the Housekeeping and Banquet departments shall have the option of wearing approved skirts **or** pants.

APPENDIX "G"
(Sick Leave Allowance)

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

- 1) All cases of sickness must be reported to the Personnel Department or Department Head on duty, on the first day within a period of three (3) hours prior to the normal reporting time of the employee concerned.
- 2) The allowance for sick pay shall commence on the second (2nd) consecutive day of illness if a Doctor's certificate is provided justifying the absence, and shall be paid for scheduled days only or days for which an employee would have been scheduled had he not been ill.
- 3) Sick pay allowance shall be an amount equal to the product of the normal daily hours of the employee concerned multiplied by his basic hourly rate.
- 4) Eligibility for Sick Leave Allowance shall be reinstated for an employer who has received such allowance following his return to active work with the Company for a period of thirty (30) days or more.
- 5) Consistent with the OMA guideline for receiving a doctor's certificate after five (5) days of absence, the Company reserves the right to request medical certification at any time where excessive absenteeism has occurred.

APPENDIX "H"
(Paid Holidays)

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
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Employee's Anniversary of Employment
Employee's Birthday
Heritage Day if proclaimed

If Heritage Day is not proclaimed, there will be a paid Floater between January 15th and February 28th 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 preceeding 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 (7) days of the day of lay-off.

2. **An** employee who is eligible to receive paid holidays pursuant to this Article and who is required to work on a paid holiday may, at the employee's option,
- i) be paid at the holiday rate listed herein for ail hours worked on the holiday plus receive the holiday pay, or;
 - ii) be paid at the holiday rate listed herein 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.

APPENDIX "E1"
(Paid Holidays)

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

Service Requirements:

- (i) Less than one (1) year's continuous service:
 - four percent **(4%)** of their earnings.
- (ii) After completion of one (1) year's continuous service:
 - two (2) weeks vacation with pay at four percent **(4)** of their earnings.
- (iii) After completion of five **(5)** years continuous service:
 - three (3) weeks vacation with pay at six percent **(6%)** of their earnings.
- (iv) After completion of twelve **(12)** years continuous service:
 - four **(4)** weeks vacation with pay at eight percent **(8%)** of their earnings.
- (v) Effective 01/01/1998, after completion of twenty (20) years continuous service:
 - five **(5)** weeks vacation with pay at ten percent **(10%)** of their earnings.

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

APPENDIX "J"
(Banquet employees)

1. The Articles of the Collective Agreement set out hereunder and the following sections shall govern working conditions and wages for "regular" and "extra" banquet employees within the classification shown in Section 5 of this Appendix. For greater clarity, a regular employee is one who is available at all times and an extra employee is one whose availability is restricted to certain hours or days. I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIV, XVI, XVII, XIX, XXII, XXIV.
2. **SENIORITY AND SCHEDULES**
 - 2.01 The Company recognizes seniority rights for regular and extra employees within each classification of the Banquet Department provided for in this Agreement.
 - 2.02 New employees shall be considered as probationary employees during the first five (5) functions worked (fifteen (15) hours) in their classifications.
 - 2.03 The Company and the Union recognise the need to maintain an adequate work force to service functions of varying size and complexity. In order to retain such a force, separate hiring lists shall be maintained for regular and extra employees containing the name and classification of such employees. Consistent with the foregoing, the Company will schedule the available work to employees within their classification by rotation in order of seniority, provided that employees having been so scheduled shall be considered as having performed such assignment for the purpose of subsequent equitable distribution. Regular employees shall have priority in scheduling during non-premium hours. Work schedules indicating the day and function to be worked shall be posted in a mutually agreed upon location, not later than the Thursday of the week prior to that in which the day or function falls. Once an employee reports to work for a function to which he has been scheduled, such employee shall receive a guarantee of three (3) hours' pay, unless notified by the Company that his services will not be required on the day prior to breakfast or lunch functions and six (6) hours prior to a dinner function.
 - 2.04 An employee, who refuses three (3) scheduled work assignments in a thirty (30) day period, shall be considered as having terminated employment with the Company. The foregoing shall not apply where the employee provides satisfactory proof of sickness or accident.

2.05 SENIORITY LISTS

The Company shall maintain separate seniority lists by classification for regular employees and extra employees. A vacancy occurring on the seniority list for regular employees shall be filled by an extra employee working in the same classification in order of seniority, provided the availability of such employee does not place a restriction on scheduling. Seniority lists shall show the most recent date of hire, name and job classification and shall be posted in a location mutually agreed upon by the Union and the Company.

3. HOURS OF WORK

- 3.01 The workday shall be defined in terms of the number of functions worked in that day. No employee shall be required to work more than three (3) functions on any given day.
- 3.02 Overtime at the rate of time and one-half of the employee's basic rate shall be paid for all hours worked in excess of forty (40) hours per week and on the sixth (~~6th~~) and seventh (7th) consecutive days worked. For the purposes of calculating overtime, the workweek shall run from Saturday to Friday inclusive.
- 3.03 There shall be no pyramiding of overtime.
- 3.04 If an employee is required to work more than one (1) function on a given day, such employee will be given a fifteen (15) minute rest period between each function for the purposes of upgrading his appearance. During this period, tea, coffee, or a soft drink shall be available at no cost to the employee.

4. UNION SECURITY AND UNION DUES

- 4.01 All present and future employees whose classification of work is included in Section 5 of this Appendix "J" who have completed the probationary period set out in Section 2.02 hereof, shall, as a condition of employment, become and remain members of the Union.
- 4.02 The Company agrees to deduct from the earnings of regular and extra banquet employees as defined herein, union dues in the following amounts:
- (i) 1st day or portion thereof worked each month - **\$3.00**
 - (ii) subsequent days worked or portion thereof each month - **\$2.50**
to a maximum of the monthly dues required to be paid each month by non banquet employees and to remit same to the Union monthly, together with a list of employees so deducted.

5. **WAGES**

- 5.01 The following function rates (regular earnings) shall become effective with banquets scheduled on or after:

<u>CLASSIFICATION</u>	01 JULY 1999	01 JULY 2000
<u>Server</u> breakfast/lunch	\$ 7.93	\$ 8.17 ✓
<u>Server</u> Dinner	\$ 8.33	\$ 8.58 ✓
<u>Bartender</u> <u>Host</u>	\$ 8.87	\$ 9.14 ✓
<u>Bartender</u> <u>Cash</u>	\$11.22	\$11.56 ✓
<u>Cashier</u>	\$11.22	\$11.56 ✓
<u>Porter</u>	\$ 9.45	\$ 9.73 ✓

*
Applicable to employees on the active payroll of the
Radisson Ottawa Centre on date of ratification

Employees within the classification of Cashier **and** Bartender shall be scheduled for all cash **bars** with a duration of two (2) or **more** hours. Bargaining Unit employees temporarily transferred for periods of less than **two** (2) hours to the classification of Cashier or Bartender from a classification with a lower hourly rate shall receive the hourly rate of the higher classification for all time necessarily spent in such higher classification. When scheduled, Bartenders shall be provided with a minimum of four (4) hours' work **and** Cashiers shall be provided with a minimum of three (3) hours' work and shall be paid at the foregoing hourly rates.

6. MEALS

- 6.01 The Company agrees to continue its practice of providing a ~~free~~ meal to "on-call" banquet employees. it is understood that employees receiving a ~~free~~ meal will be assessed a taxable benefit ~~pursuant to government~~ requirements. It ~~is~~ understood and agreed that in no event will observance of ~~the~~ meal period result in the payment for hours over ~~those~~ actually worked or in excess of the ~~guarantee(s)~~ set out herein.
- 6.02 Employees shall cooperate in maintaining orderly conditions in eating areas.

7.01 ASSIGNED COVERS

	<u>Plate Service</u>	<u>French Service</u>	Buffet
Breakfast	30	14	36
Lunch	24	14	32
Dinner	24	14	30

Extra covers shall be paid at the rate of fifty-five cents (\$0.55) each.

8. GRATUITIES

- 8.01 Banquet split shall be 80/20 employee/employer ~~as of~~ the date of ratification and 82/15 ~~as of 01 July 2000~~.
- 8.02 To effect the distribution of gratuities ~~as aforesaid~~, a weekly gratuity summary will be prepared by the hotel which shall ~~set out the manner~~ in which the gratuities have been allocated and distributed. The Company shall retain a copy of the weekly gratuity summary for inspection by the Union for a period of six (6) ~~months~~.

9. **STATUTORY HOLIDAYS**

9.01 The function rate or hourly rates of pay, ~~as~~ the case ~~may~~ be, for the following statutory holidays shall be one and one-half (1 1/2) times the rates shown in Section 5 hereof:

New Year's Day	Thanksgiving Day
Canada Day	Christmas Day
Labour Day	

9.02 The function rate or hourly rates of pay, as the case may be, for functions commencing after ~~six~~ (6) p.m. on Christmas Eve and New Year's Eve shall be ~~two~~ (2) times the rates shown in Section 5 hereof.

10. **GENERAL**

10.01 Except in cases of emergency, banquet servers shall not be required to perform **work** normally assigned to banquet porters.

APPENDIX "K"
(Tour baggage)

The Company will maintain the current practice of gratuity payment for tour baggage, based on a per person basis (presently \$4.50), provided it does not result in the loss of potential business.

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.

MEMORANDUM OF AGREEMENT
between
Hospitality & Service Trades Union
Local 261
and
Radisson Hotel

The parties hereby agree to the following terms, without prejudice, in full and final settlement of grievance #RAD-P-001-93.

The parties, hereby, agree to the following clarification of the gratuity distribution practices for porters with respect to refreshment and food service assignments.

- a) The porters shall receive a gratuity based on the hourly conversion of the gratuity portion allocated to the porter tip pool from refreshment service with food between 6:30 am and 11:00 am.
 - b) The porters shall receive a gratuity based on the hourly conversion of the gratuity portion allocated to the porter tip pool from working lunches and/or dinners.
 - c) The porters shall receive their server rate of pay and server point for any meal function with table service, provided he is, not also responsible for porter duties, during his shift. If the porter is required to perform porter duties during the same shift, the porter shall receive the porter rate of pay and the server's points during the meal set up and service only. The porter shall receive the porter rate and \$2.05 gratuity for the remainder of the shift.
 - d) the weekly accounting of the above distribution shall be provided to the porters and the union.
2. The Company further agrees to pay the Union a lump sum of \$300.00 in lieu of redress to all porters affected by the above-noted grievance.

FOR THE COMPANY

Andre H. Bennett

Satinder Dhillon

Krystyna Tomaszewska

FOR THE UNION

Alfred Ayoub

Patricia Prescod-Francois

Brenda Godin

Karen Grella

Frank Grella

LETTER OF UNDERSTANDING**"A"**

The Company recognises, when establishing schedules of work, that employees within a particular classification have first right, **by** seniority, to the available hours of work within their classification, before any other classifications.

LETTER OF UNDERSTANDING
"B"

in the application of Article 20.06, the parties acknowledge that the Company's current practice to establish schedules of work such that work opportunities are maximised up to eight hours per day by seniority.

LETTER OF UNDERSTANDING
"C"

in the application of Appendix I of the Collective Agreement, the parties agree that the Company's current practice to determine vacation leave entitlements shall continue for the life of the Collective Agreement.

Radisson Ottawa Center

工会会员请注意

在工会办公室, 有没有你现在的家庭住址和电话号码? 作为工会成员, 你有责任: 当你更换地址和电话时及时通知工会办公室。

你是按时缴纳会费: 当你看到在你的工资单上扣除了你的会费, 你应该认识到, 这是你的基本责任。如果你有两个月没有缴纳会费, 你的会员卡将被吊销。

假如你的病假期限延长, 你有责任通知工会办公室。工会会在正常的病休期间, 你会按时收到工会暂时停收会费的印章, 叫作 "sick" 在工会地区 261。你所欠的工会会费, 将在你返回工作时, 延期补回。

你在连续工作 2 年以上, 保持会员卡享受工会福利基金。

你可能考虑搬家到另一地区, 或加入于大的任何一省份, 或者美国任何一州, 申请与工会旅行卡, 坚持会帮助你找到工作。

假如你需离开你的工作, 无论多长时间, 都要申请一份辞退卡片。

工会常务会议, 安排在如下月份当

中的第三个星期一 5:00 PM

一月份, 三月份, 五月份, 七月份

九月份, 十二月份

如有变动, 工会另行通知。

Mỗi đoàn viên hãy lưu ý

Địa chỉ và số điện thoại của quý ban đã được đăng ký đầy đủ tại trụ sở của chúng tôi chưa? **Bạn phải** báo ngay cho chúng tôi rõ nếu có **moi sự thay đổi**.

Bạn đã đóng đủ lệ phí hàng tháng của công đoàn chưa? Nếu để trễ qua 2 tháng là coi như bạn đã tự khai trừ khỏi công đoàn. Để có thể theo dõi xem bạn đã đóng đủ lệ phí rồi, xin lưu ý trên tấm ngân phiếu lương hàng kỳ của bạn có được trích đều đặn không.

Nếu bạn đang nghỉ bệnh dài hạn, nên báo ngay lên trụ sở 261 công đoàn, chúng tôi sẽ gửi đến bạn tấm thẻ SICK (bệnh) tạm hàng tháng để miễn lệ phí cho đến khi bạn trở lại làm, bạn phải hoàn lại số lệ phí qua tấm thẻ sick theo hàng kỳ lương.

Khi bạn đã là đoàn viên của công đoàn trong liên tục 12 tháng thì tự động được bao bảo hiểm về sinh mạng.

Nếu bạn di chuyển đi các tỉnh khác trong Canada hoặc Hoa Kỳ thì báo chúng tôi, sẽ ~~ra~~ cho bạn thẻ di chuyển, sẽ giúp bạn đi tìm việc ở nơi bạn mới đến.

Nếu bạn thôi làm việc trong một thời gian dài hạn nào đó thì hãy xin tấm thẻ rút lui khỏi công đoàn.

Hội nghị thường kỳ của toàn đoàn viên sẽ
Tiến hành vào thứ 2 của tuần lễ thứ
ba vào 5 pm của những tháng 1, 3, 5, 7, 9
và 11 mỗi năm ngoài trừ thông báo lại.

ATTENTION UNION MEMBERS

Has the union office got your correct address and phone number? You have a responsibility to keep the office advised of your correct address and phone number.

Are your dues paid up? If you are two months in arrears in your dues, you are suspended from membership. Even though you are on checkoff for dues. It is every member's duty to see that dues are taken off the cheque every month.

If you are on sick leave for an extended period, it is your responsibility to notify the union office right away. Members in good standing unable to work because of illness shall receive each month a dues stamp cancelled "Sick" as a loan from Local 261. Such loan shall be repaid at the rate of one sick stamp per month when the member returns to employment.

When you are a member for twelve consecutive months, and thereafter you are covered by the union's death benefit fund.

If you are considering moving to another local or to any province in Canada or state in the United States, inquire about a travelling card which will help you find employment elsewhere.

If you are going to be out of the trade for any length of time inquire about withdrawal card.

Regular General Meetings
are held on the
third Monday at 5:00 p.m. in
January, March, May, July
September, November of each
year unless otherwise notified

Group Benefit Plan



Union Employees of The Radisson Hotel

RECEIVED
NOV 10 1999

Benefit Summary

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

Employee Life insurance	\$10,000
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Dependent Life Insurance

Spouse	\$1,000
Child	\$1,000

Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)	\$ 0,000
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Disability Benefits

Waiting period	7 days
Maximum benefit period	52 weeks.

Benefits are payable under this policy from the end of the waiting period to the end of the 17th week of disability, and from the end of the 32nd week of disability to the end of the benefit period. Benefits are payable under EI from the 18th week to the end of the 32nd week of disability. Benefits will also be payable under this policy for any portion of the 15-week EI payment period during which the person is not entitled to EI benefits.

Amount	66.67% of weekly earnings to a maximum of \$413 per week
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Healthcare

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

The individual and family deductible does not apply to visioncare expenses

Reimbursement Level	100% of covered expenses
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Basic Expense Maximums

Nursing	\$10,000 in any 12 month period
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
Hearing Aids	\$500 every 5 years
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 Maximums

Chiropractors	\$300 each calendar year \$10 per visit \$50 for x-rays each calendar year
Osteopaths	\$300 each calendar year \$10 per visit \$50 for x-rays each calendar year
Naturopaths	\$300 each calendar year \$10 per visit
Podiatrists	\$300 each calendar year \$10 per visit \$50 for x-rays each calendar year

Visioncare Expense Maximum

Glasses and Contact Lenses	\$120 every 2 years
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Lifetime Healthcare Maximum

Unlimited

Dentalcare

Payment Basis	The 1996 Ontario Dental Association Fee Guide
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individual Deductible	\$25 each calendar year
Family Deductible	\$25 each calendar year

Reimbursement Levels

Basic Coverage	100%
Accidental Dental Injury Coverage	100%

Plan Maximums

Dentures	\$500 every 5 years
All other covered expenses	\$2,000 each calendar year

Note: No maximum is applied to accidental dental injury coverage

Benefit Details

This booklet describes the principal features of the group benefit plan sponsored by Local 261, but Group Policy No. 31529 issued by Great-West Life is the governing document. If there are variations between the information in the booklet and the provisions of the policy, the policy will prevail. Contact your administrator if you require any additional information.

COMMENCEMENT AND TERMINATION OF COVERAGE

You are eligible to participate in the plan after 3 months of continuous employment. You are considered continuously employed only if you satisfy the actively at work requirement throughout the eligibility waiting period.

- 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 on the last day of the month in which your employment ends, or when you are no longer eligible, 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 employer will provide you with details.

DEPENDENT COVERAGE

Dependent means:

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

Children under 15 days are not covered for dependent life insurance.

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 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.

- 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 employer 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.

DEPENDENT LIFE INSURANCE

If one of your dependents dies, Great-West Life will pay you the dependent life insurance benefit. Your administrator will explain the claim requirements.

- If you are disabled and the premiums for your employee life insurance are waived, your dependent life insurance will also continue without premium payment until your own coverage terminates or your dependents no longer qualify.
- If your spouse's insurance terminates, he or she may be eligible to apply for an individual conversion policy without providing proof of insurability. Your spouse must apply and pay the first premium no later than 31 days after the group insurance terminates. See your plan administrator for details.

**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.

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 administrator for a claim form. Complete it and return it to your administrator.
- If you die accidentally, your 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.

DISABILITY BENEFITS

If you are disabled due to illness or injury, the plan will provide you with a weekly income. Benefits begin after the waiting period is over, and continue until you are no longer disabled or the maximum benefit period has been reached, whichever is earlier. Check the **Benefit Summary** for the benefit amount, waiting period and maximum benefit period.

- To receive disability benefits your disability must prevent you from performing a substantial portion of the duties you regularly performed and you must be under the continuous personal care of a physician.
- If you have not seen a physician on or before the end of the waiting period, benefits will not start until after your first visit to the physician.
- A disability is considered a recurrence if it arises from the same disease or injury and starts before you have completed 2 weeks of continuous full-time work.

Limitations

Your disability benefits will be reduced by any amounts payable under an Automobile Insurance Plan where permitted by law.

No benefits are paid for:

- Any period for which you do not participate or cooperate in a reasonable and customary treatment program

Depending on the severity of the condition, the plan may require you 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

- Any period you are eligible for benefits under any Workers' Compensation Act or similar law
- Any period you are eligible for Employment Insurance benefits
- Disability related to any employment
- Any period of employment
- Disability due to or associated with cosmetic treatment, any period of prison confinement, war, insurrection or voluntary participation in a riot
- The scheduled duration of a temporary lay-off or leave of absence, including maternity leave

How to Make a Claim

Obtain a claim form from your administrator. Complete the employee portion of the form and have your doctor complete the portion titled "Attending Physician's Statement". Return the completed form to your administrator as soon as possible, but no later than 3 months after the end of the waiting period.

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 drug supplies described below are covered when provided in Canada. Benefits for drug expenses outside Canada are payable only as provided under the out-of-country emergency care provision.
 - Drugs which require the written prescription of a physician or dentist according to the Food and Drugs Act, Canada or provincial legislation in effect where the drug is dispensed, including oral contraceptives
 - Injectable drugs and syringes for self-administered injections of covered drugs including insulin

- Disposable needles for use with non-disposable insulin injection devices, lancets and test strips for diabetics
- Certain life-sustaining drugs prescribed by your physician.
If you have any questions, contact your plan administrator before incurring the expense
- 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
- Hearing aids including batteries, tubing and ear molds provided at the time of purchase
- Diabetic supplies including insulin, syringes, Novolin pens, testing supplies and insulin infusion sets
- Blood-glucose monitoring machines
- Diagnostic xrays and lab tests
- Out-of-hospital treatment of muscle and bone disorders, including diagnostic xrays, by a licensed chiropractor
- Out-of-hospital services of a qualified naturopath
- Out-of-hospital services of a licensed osteopath, including diagnostic x-rays
- Out-of-hospital treatment of foot disorders, including diagnostic xrays by a licensed podiatrist

Visioncare

- Glasses and contact lenses required to correct vision when provided by a licensed ophthalmologist, optometrist or optician

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
 - diagnostic xray and laboratory services
 - hospital accommodation in a standard or semi-private ward or intensive care unit, if the confinement begins while you or your dependent is covered
 - medical supplies provided during a covered hospital confinement
 - paramedical services provided during a covered hospital confinement
 - hospital out-patient services and supplies
 - 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.

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
- Hospital services except as listed under Out-of-Country Emergency Care
- 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
- Visioncare services and supplies required by an employer as a condition of employment
- Chiropractic or podiatric treatments for which a portion of the cost is payable under the Ontario Health Insurance Plan (OHIP). Benefits for these services are payable only after the maximum annual OHIP benefit has been paid

In addition under the prescription drug coverage, no benefits are paid for:

- Drugs dispensed by a dentist or clinic or by a non-accredited hospital pharmacy
- Drugs administered during treatment as an in-patient or an out-patient in a hospital
- Vaccines used to prevent disease
- Drugs that are considered cosmetic, such as topical minoxidil or sunscreens, whether or not prescribed for a medical reason
- Smoking cessation products
- Fertility drugs, whether or not prescribed for a medical reason

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 to your employer 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).

Great-West Life will then send you an Out-of-Country Statement of Claim and Government Assignment forms. Complete these forms and return them to your plan administrator. We will pay all eligible claims including your Provincial Medical Plan portion. Great-West Life will then be reimbursed directly from your Provincial Medical Plan for their share of the expenses.

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. 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 Great-West Life. Great-West Life 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

 - oral hygiene instruction once in a person's lifetime
 - pit and fissure sealants on bicuspids and permanent molars every 60 months for those under age 19
 - 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 (restorations) 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

- Removable partial or complete dentures
- Oral surgery
- Adjunctive services

Limitations

No benefits are paid for:

- Duplicate x-rays, custom fluoride appliances, audio-visual 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, 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 myofacial pain
- Expenses arising from war, insurrection, or voluntary participation in a riot

How to Make a Claim

Obtain form **M445** from your administrator. Have your dentist complete the form and return it to your 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.

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

This plan is underwritten by



Plan Administrator

**Lee-Power & Associates Inc.
400-130 Slater St.
Ottawa, Ontario
K1P 6E2
236-9007**



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**GROUP RETIREMENT
SAVINGS PLAN**

Information Booklet

for

THE UNIONIZED EMPLOYEES OF

RADISSON HOTEL

GE 55286 RS



10/01/00

10/01/00

CONTENTS

ELIGIBILITY.....	1
CONTRIBUTIONS.....	1
Company Contributions.....	1
Member Contributions.....	1
<i>Payroll Deduction</i>	1
<i>Tax Deductions</i>	2
RRSP RECEIPTS.....	2
INVESTMENT CHOICES.....	2
ANNUAL INVESTMENT MANAGEMENT FEES.....	3
ADMINISTRATIVE CHARGES.....	3
INTER-FUND TRANSFERS.....	3
INTERACTIVE VOICE RESPONSE.....	3
INTERNET ACCESS.....	3
IN-SERVICE WITHDRAWALS.....	4
RETIREMENT OPTIONS.....	4
AT TERMINATION OF EMPLOYMENT.....	4
UPON DEATH.....	5
STATEMENTS.....	5
COMPCORP.....	5

Radisson Hotel has established a **Registered Retirement Savings Plan** (the *Plan*) in which you may choose to participate.

Under the Plan, individual RRSP Accounts are established for each Plan Member into which contributions and investment earnings are allocated. At retirement the value of your **account** may be used to provide retirement income.

VOLUNTARY ELIGIBILITY

As a full time Employee of the Company, you are eligible to join the RRSP after the completion of 12 months of full time service.

If your status is changed to part time you may remain in the plan for a period of twelve months or until you return to full time status, whichever occurs first.

In order to participate in the Plan, you are required to complete an Enrollment Form which the Plan Administrator will provide to you.

CONTRIBUTIONS

Member Contributions

You may contribute 3%, 4% or 5% of your basic earnings to the Plan by payroll deduction. If your age and service is greater than 70 you may contribute up to an additional 2% of basic earnings. You may adjust contributions on any January 1 or July 1, however, you may not suspend contributions while employed.

Payroll Deduction

With payroll deduction, the percentage of earnings you direct to the RRSP will be withheld from your pay and remitted directly to **London Life Insurance Company**. The convenient payroll deduction method also allows the Company to reduce the amount of income tax deducted from your pay (tax will be calculated based on your earnings less the amount of your RRSP contribution). This means that you save tax dollars throughout the year rather than waiting for a tax refund after the end of the year.

Company Contributions

Company contributions will be made on a monthly basis. For every \$100 of Employee contributions the Employer will contribute \$40. The Employer will contribute 40% of employee contributions 4 months in arrears and effective July 1, 1999, the Employer will contribute 42% of employee contributions and effective July 1, 2000, the employer will contribute 43% of employee contributions..

Tax Deductions

Contributions to the Plan will be tax deductible provided you do not exceed your *RRSP Contribution Limit* for the year. The Notice of Assessment form you receive from Revenue Canada after filing your previous year's Income Tax Return will indicate your personal limit for the current year. You will not be permitted to contribute to your RRSP after the end of the year in which you attain age 69 or such year as required by Revenue Canada. In addition, you will be required to utilize the funds in your RRSP before the end of that year.

RRSP RECEIPTS

These are produced in March, covering the first 60 days of the current year and in January covering the last ten months of the previous year. A tax deduction for contributions made during the first 60 days of the calendar year may be claimed on either the current or previous years Income Tax Return. Revenue Canada requires that you attach a copy of the appropriate receipt to your Income Tax Return in order to support your claim for deductions. If you make contributions during the first 60 days of a calendar year and you do not claim them as a deduction on your Tax Return for the previous calendar year, you are still required at that time to notify Revenue Canada that these contributions exist. Procedures and the appropriate forms are included in the income tax package supplied by Revenue Canada.

INVESTMENT CHOICES (SEE RETIREMENT GUIDE)

Consult your Investment Menu for a list of the funds available under your Plan. Four times per year, London Life will provide you with up to date information including investment returns for the market-based funds available to you. Up to the minute fund information is also available through London Life's Website at www.londonlife.com

ANNUAL INVESTMENT MANAGEMENT FEES

Annual investment management fees are assessed on the net asset value of the market-based funds. The fees are used to cover costs of managing the investment funds, i.e.: brokers commission, taxes, trustee fees, etc. These are deducted prior to the declaration of the unit values.

MARKET BASED ARE NOT GUARANTEED AND WILL NOT FLUCTUATE WITH THE INVESTMENT PERFORMANCE OF SUCH FUND

ADMINISTRATIVE CHARGES

The Company is paying all administration charges attributable to this Plan.

INTER-FUND TRANSFERS

You may transfer your money between investment choices (GIC's or investment funds) at any time. Transfers from a compound Interest Account (1 through 5 year) may incur a market value adjustment if the transfer is made prior to maturity of that account.

The investment choice for new contributions can be changed at any time either through the Internet, Inter-Active Voice Response or by written request. Your Plan Administrator can provide details and the required forms.

INTER-ACTIVE VOICE RESPONSE

This is a toll free, inter-active phone line available 7 days per week, 24 hours per day. Upon enrollment in the Plan a personal identification number (PIN) will be issued to you. That, along with your Plan and certificate number will allow you access to information on your account balance, investment allocation, current interest rates, investment performance and RRSP contribution limits. Please refer to the more detailed brochure on accessing and using Inter-Active Voice Response found in your retirement guide.

INTERNET ACCESS

Visit the London Life Website at www.londonlife.com for information on virtually everything you want to know about your investment fund choices, including the ability to view your personal plan information. Registration is free and easy. Click on the Group Retirement Services link and follow the registration process under *Manage* your *Retirement*.

IN-SERVICE WITHDRAWALS (While employed)

A market value adjustment of the Compound Interest Account (GIC'S) may also apply if current interest rates are higher than the interest rate of the deposit being **cash**ed-in. Your Plan Administrator has the required forms.

A one time withdrawal of invested funds is permitted during your employment with the company including an affiliated employer. Any further withdrawals will result in a loss of future company contributions for a period of **two** calendar years after the calendar year in which withdrawals take place. A \$25 charge will **apply**.

RETIREMENT OPTIONS

The normal retirement age is **65**. An earlier or later retirement date may be authorized by the company. An employee who retires will be entitled to the company's contribution pro rata for the period immediately before retirement. Under the Income Tax Act, the proceeds from the funds accumulated in the employee's account on retirement must be used to purchase a life annuity, a Registered Retirement Income Fund (R.R.I.F.), or be cashed out by December 31 of the year in which the employee turns **69**.

At retirement, the value of your account will be used to provide retirement income. You will be provided with details of the various options available. They include:

- a) purchase an annuity for as long as you live;
- b) purchase an annuity for your lifetime and continuing to your spouse after your death, for the same or a lesser amount, for your spouse's lifetime;
- c) a transfer to a Registered Retirement Income Fund with London Life or another financial institution;
- d) a term certain annuity to age 90;
- e) a transfer to a RRSP with London Life or another financial institution.

Other life annuity options are available with or without guaranteed payment periods. These will be described to you at the time of your retirement.

If you should decide to retire earlier, the Company will arrange with London Life to provide a quotation using funds available at that time.

AT TERMINATION OF EMPLOYMENT

The company's contribution ceases with the month of the employee's termination of employment. If you should terminate employment, you will be entitled to the full value of your account in the RRSP. You may elect to receive these funds in the form of a lump sum cash refund or you may transfer them to an individual RRSP with London Life or any other financial institution. If you choose a lump sum cash payment, tax will be withheld and you will be required to report the amount as income for the year in which it is paid to you. There will be no tax incurred if you transfer your funds directly to an individual RRSP. Charges and market value adjustments out of the Compound Interest Accounts (GIC) do not apply when funds are **with**drawn due to termination of employment.

UPON DEATH

If you die while still enrolled in the Plan, your named Beneficiary will receive a benefit equal to the full value of your account.

If you name your spouse as Beneficiary, your spouse may;

- a) transfer the proceeds into his or her own RRSP;
- b) purchase an annuity;
- c) elect a lump sum cash payment;
- d) transfer the funds to a Registered Retirement Income Fund (RRIF)

If you name someone other than your spouse as Beneficiary, that person will receive a lump sum cash payment.

Payment options to a Beneficiary who is your dependant child or grandchild vary depending on the circumstances. Prior to naming a minor as your Beneficiary, you should check with legal professionals.

STATEMENTS

Quarterly in January, April, July & November, you will receive a statement outlining contributions received and the current value of your account.

COMPCORP

London Life Insurance Company is a Member of The Canadian Life and Health Insurance Compensation Corporation (CompCorp)

The Compound and Daily Interest Accounts are of the type covered by the Consumer Protection Plan.

Members should read the CompCorp brochure to understand the limitations of coverage (SEE YOUR RETIREMENT GUIDE)

The market-based funds are not covered by CompCorp however those assets are held separate from London Life's general assets and are not affected by London Life's financial position.

INTERPRETATION

This brochure is intended as a guide only and does not establish any legal rights. The employer retains the right to decide conclusively on any issues of interpretation of the plan rules.

CHANGE OF ADMINISTRATOR

The employer reserves the right to change plan administrator, at any time, as required. Employees will be informed of any such decisions.

This Plan was issued by

LONDON LIFE INSURANCE COMPANY

This booklet is meant to help you understand the main provisions
of the Registered Retirement Savings Plan for

1210478 ONTARIO INC. O/A RADISSON HOTEL

In case of any discrepancy, the registered plan documents will prevail.