

COLLECTIVE AGREEMENT

between

**HOSPITALITY AND SERVICE TRADES UNION
LOCAL 261**

(hereinafter referred to as the "Union")

OF THE FIRST PART

and

**CITADEL OTTAWA
HOTEL AND CONVENTION CENTRE**

(hereinafter referred to as the "Company")

OF THE SECOND PART

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LETTER OF UNDERSTANDING

COLLECTIVE AGREEMENT

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

of the first part

**And: CITADEL OTTAWA HOTEL AND CONVENTION CENTRE
(hereinafter referred to as the "Company")**

of the second part

ARTICLE I - PURPOSE

1.01

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

ARTICLE II - RECOGNITION

2.01 (a)

The company recognizes the Union as the sole and exclusive bargaining agent for all employees described in the Ontario Labour Relations Board certificates issued November 16th, 1990, with respect to the Skyline Hotel..

2.01 (b)

All work normally performed by persons not excluded above shall be considered bargaining unit work.

2.02

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

2.03 (a)

Persons in the employ of the Company, not subject to this Collective Agreement, shall not perform work which would otherwise be performed by members of the bargaining unit save and except the Executive Chef and the Sous Chefs. The Company, however, agrees to limit the number of Sous Chefs, in accordance with the supervisory staffing practices, which are based directly upon the supervisory needs of the Kitchen.

2.03 (b)

The Company agrees that it will not assign, as a rule, work now being performed by members

of the bargaining unit to persons outside the bargaining unit.

ARTICLE III - UNION SECURITY

3.01 (a)

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

3.01 (b)

The parties agree that the facilities shall be a Union shop and that all employees based on the scope of the Agreement in accordance with "Appendix A" shall be members of the Union and it is a condition of employment that each individual should be a member of the Union.

3.02

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

3.03 (a)

- i. The Company shall deduct regular Union dues or an amount in lieu thereof, from present members of the Union.
- ii. The Company shall deduct initiation fees and regular Union dues from new employees.
- iii. The Company shall deduct fees, fines or assessments in accordance with notification from the Union office, and;
- iv. The Company shall deduct dues in arrears with notification from the Union office.

3.03 (b)

The Company shall deduct and remit to the Union, union dues in accordance with the following procedures;

- i. An initiation fee in the amount of \$37.00 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) weeks' union dues.
- ii. After completing four (4) weeks employment, union dues shall be deducted bi-weekly from the employee's pay as follows:
 - a) \$6.00 per pay (2 weeks) plus one of the following two (2) percentages formulas:
 - i) 1% of the employee's gross earnings bi-weekly, for employees who do not receive gratuities, to a maximum of \$30.00 in a four (4) week period, or
 - ii) 2% of the employee's gross earnings bi-weekly, for employees who receive gratuities, to a maximum of \$30.00 in a four (4) week period,

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

3.04

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

3.05

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

3.06

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

3.07

The Company will provide a copy of the Collective Agreement to each new employee.

3.08

Each new employee shall furnish the Company at the time of hire with a signed application for Union membership and dues check-off authorization. A copy of the form shall be forwarded to the Union and shall be as attached at Appendix "K"

ARTICLE IV - MANAGEMENT RIGHTS

4.01

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

4.01 (a)

Maintain order and efficiency and to discipline for just cause;

4.01 (b)

Hire, discharge, retire, lay-off 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;

4.01 (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.

4.01 (d)

Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to plan, direct and control operations, to direct the work forces, to determine the number of and location of facilities, to determine the quality of service and processes, methods, and procedures to be employed, to establish schedules of work subject to the terms of this Agreement, to establish schedules of production, standards of production and produce, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement. The grievance procedure shall apply.

4.02

It is understood and agreed that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and it is understood that a claim by an employee or

employees or the Union that the Company has so exercised these rights shall be subject to the grievance procedure and be dealt with as hereinafter provided.

ARTICLE V - 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 VI - NO STRIKES - NO LOCK-OUTS

6.01

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

6.02

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

ARTICLE VII - REPRESENTATION

7.01

The Company acknowledges the right of the Union to appoint, elect or otherwise select five (5) shop stewards from amongst employees of the Company who have completed their probationary period of employment for the purpose of assisting employees in presenting grievances to the Company in accordance with the provision 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.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.01

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

8.02

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance. However, when an employee's grievance is of such a nature that the employee concerned could not have been aware of its alleged occurrence at the actual date of same, the grievance shall be deemed, for all purposes, to have occurred on the first date on which the employee could reasonably have had such awareness.

8.03

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

STEP NUMBER 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 and may be accompanied by his shop 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 NUMBER 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 Local Union. The Local Union shall reduce the grievance to writing and present same to the Manager, Human Resources and Training or his/her designate representative within seven (7) days after the occurrence of the matter which is the subject of the grievance. The grievance shall contain the names of all the employees who have the same grievance. The Manager, Human Resources and Training or his/her designate representative shall deal with the grievance and provide his answer to the Local Union in writing within two (2) days after he received the grievance.

STEP NUMBER 3

If the matter is not settled at this time, the Local Union official or International representative shall take up the grievance with the Hotel's General Manager or his designated representative within five (5) days after the Local Union received the answer from the Manager, Human Resources and Training or his/her designate representative. If the grievance is not settled within a further period of forty-eight (48) hours after it has been presented to the General Manager or his designated representative, then at the request of either party to this Agreement, the grievance may be referred to arbitration, but the 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 time limits contained herein and in Article IX and Article XI shall exclude Saturdays, Sundays and declared holidays. The parties are agreed that the time limits outlined herein may be extended by mutual agreement in writing.

8.05

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

ARTICLE IX - DISCHARGE CASES

9.01 (a)

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

9.01 (b)

Where an employee has been discharged or suspended, he shall have the right to interview his shop steward for a reasonable period of time before leaving the premises. The employee shall be given written reasons for the discharge or suspension within seven (7) days and a copy shall be forwarded to the Union. The employee shall also be given the appropriate documents for employment insurance purposes.

9.02

All such cases shall be taken up within five (5) days and disposed of within ten (10) days of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment, shall be treated as a grievance if a written statement of such grievance is lodged with the management within five (5) days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step Number 3 will be omitted in such cases.

9.03

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.

9.04

No entry shall be made on an employee record regarding work performance or conduct unless the matter is first discussed with the employee in the presence of his union shop 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.

9.05

Upon request by an employee, that employee's record will be available for review by the employee, or a representative of the Union (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.

9.06

A written warning notice shall be stricken from an employee's record:

- a) After six (6) months for employees with two (2) years or more continuous service.
- b) After twelve (12) months for employees with less than two (2) years of service.

Three warning notices for the same infraction within the above period shall be sufficient cause for disciplinary action.

ARTICLE X - INDIVIDUAL DISCUSSION OF PROBLEM

10.01

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

ARTICLE XI - COMPANY AND UNION GRIEVANCES

11.01

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

ARTICLE XII - ARBITRATION

12.01

Either party may, within ten (10) days of the decision made at step 3 or, in the event that step 3 decision was not rendered within the specified time frames, serve notice to the other of their intention to refer the grievance to arbitration.

12.02

The Arbitration Board shall consist of a single arbitrator selected by mutual agreement between the parties. In the event the parties are unable to agree on an arbitrator, one shall be appointed by the Ministry of Labour. Either party may refer matters involving policy issues which effect more than one (1) employee to an Arbitration Board consisting of one (1) nominee from each of the parties and an impartial Chairperson mutually agreed upon by both parties. In the event that the parties are unable to agree upon the Chairperson within fifteen (15) days, one shall be

appointed by the Ministry of Labour.

12.03

No person may be appointed as arbitrator who has been previously involved in attempts to negotiate or settle the grievance.

12.04

Each of the parties hereto shall bear equally the expense of the arbitrator. In the event that an Arbitration Board is chosen, each of the parties hereto will bear the expenses of their nominee appointed by them, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

12.05

No matter will be referred to arbitration without first being properly addressed in the grievance procedure.

12.06

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

12.07

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

ARTICLE XIII - SENIORITY

Purpose: The purpose of seniority is to accord preference to employees in recognition to their length of service with the Company. Seniority is intended to provide maximum work opportunities to senior employees in accordance with the following provisions of Article XIII.

13.01 (a)

Classification seniority shall be defined as an employee's total length of service within a particular classification. The applications of this type of seniority are as follows:

- Reduction of working hours
- Selection of available days off
- Vacation preference
- Promotions
- Lay-offs/ recalls
- Reduction or increase of staff

13.01 (b)

Company seniority shall be defined as an employee's total length of continuous service with the Company, regardless of department or classification seniority. Company seniority shall apply in all cases where departmental seniority does not determine seniority rights.

13.01 (c)

- i. Departmental seniority shall be defined as an employee's total length of service in a specific department, regardless of classification or Company seniority. Departmental seniority shall apply in all cases where classification seniority does not determine seniority rights.**

- ii. Departmental seniority shall be held in the following departments:**
 - 1. Restaurant**
 - 2. Lounge**
 - 3. Kitchen**
 - 4. Stewarding**
 - 5. Housekeeping**
 - 6. Maintenance**
 - 7. Bell Desk**
 - 8. Banquets**
 - 9. Stores**
 - 10. Switchboard**

13.02

Senior employees shall have the preference for promotion to preferred or higher paid jobs when promotions are made or vacancies occur within the staff.

13.03

Employees whose positions are abolished, or who are displaced, shall be entitled to exercise their seniority rights within their respective classification displacing junior employees, provided they have the qualifications to perform the work.

13.04

For the purpose of making known to the employees the various vacancies which occur in the various classifications, a special bulletin board will be maintained by the hotel personnel office.

13.05

Any employee declining a promotion or failing to qualify for a higher position, shall retain his seniority rights in the position held previously.

13.06

Seniority rights shall become effective after completing a probationary period of thirty (30) days save and except part-time employees whose seniority rights shall become effective after completing sixty (60) days.

13.07 (a)

In the case of lay-off, probationary employees shall be the first to be laid off. Thereafter, part-time employees shall be laid off next. Full-time employees shall be laid off after all previously mentioned categories of employees are laid off in the reverse order of seniority. Before any new employees are hired, laid-off employees shall be recalled to work by registered mail in the reverse order to which they were laid off. The Company agrees to make every reasonable effort

to provide notice of lay-off as far in advance as possible, but not less than forty-eight (48) hours in advance.

13.07 (b)

Employees shall only be permitted to perform work which would otherwise be performed by employees of another classification when all employees in that classification are working the maximum hours available in their classification by seniority. The assignment of said work the classification shall be on a temporary basis in accordance with Article 20.01.

13.08

The Company will maintain all full-time benefits following a lay-off of a full-time employee for a period of thirteen (13) weeks.

13.09

Revised up-to-date seniority lists for the respective seniority groups shall be posted by the Company in each department within thirty (30) days of the signing of this Agreement and quarterly thereafter. Such lists shall show names, classifications, and dates of entry to Company's service in a position covered by this Agreement, from which date seniority shall accumulate.

Copies of all seniority lists shall be supplied to the Union at the times of posting outlined above. Protests relating to seniority status must be submitted to the Company within ten (10) days from the date of posting of the seniority list and shall be treated as grievances.

13.10

No shop steward shall be dismissed until the Union is notified in writing, or a meeting is held between the Union representative and the Company representative, unless the offence is of serious enough nature in the opinion of the Company that will require his immediate removal from the premises. However, in all cases, either party may invoke the grievance procedure. In the event the shop steward is laid off, he shall be first to be recalled in his department, provided he is qualified and has the ability to perform the work in question.

13.11

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

If a full-time employee with two (2) years or more seniority is placed on part-time by the Company, the Company agrees to cover the employees for the benefits outlined in "Appendix B" for two (2) months. This provision shall not apply if the employee requests the transfer.

13.13

If, due to shortage of work, a full-time employee's status is changed to that of a part-time employee, no new full-time employees shall be hired in that classification until those reclassified as part-time are returned to their full-time status in the department concerned.

13.14

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

13.15

Any employees 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 Manager, Human Resources and Training, and/or Department Head of his intention to return to work, within three (3) days (Saturday and Sunday excluded) shall be considered as having terminated employment with the Company.

Employees must notify the Company and Union of any changes of address during the life of this Agreement.

13.16

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

13.17

If the Company creates a new classification within the bargaining unit, the Company agrees to inform the Union of the new classification and proposed rate of pay prior to implementation. If the Union disagrees with the wage rate, the matter shall be dealt with through interest arbitration.

ARTICLE XIV - LEAVE OF ABSENCE

14.01

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

14.02

Leave of absence will be granted to not more than one (1) employee who has been selected by the Union membership as a delegate to attend a Union convention or seminar and to not more than 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.

14.03

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:

14.03 (a)

In the event of a death in a married employee's immediate family, that is husband, wife, son or daughter, father or mother, brother or sister, mother-in-law or father-in-law.

14.03 (b)

In the event of a death in an unmarried employee's family, that is mother or father, sister or brother, or child.

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 XV - BULLETIN BOARD

15.01

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

ARTICLE XVI - ACCESS TO PREMISES

16.01

No more than two (2) official representatives of the Union shall be permitted to enter the company's premises, after informing the Hotel General Manager or Duty Manager of such visits.

The Union agrees that the visits of such official representative shall not impair or hinder production and services, and that the visits will be limited to the proper discharge of Union business, such as ensuring that the terms of this Agreement are being implemented and not for the purpose of soliciting membership.

ARTICLE XVII - LOCKERS AND DRESSING ROOMS

17.01

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

17.02

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

ARTICLE XVIII - BONDING

18.01

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 employer 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 XIX - HOURS OF WORK AND OVERTIME

19.01

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

19.02

A work schedule showing the hours of each employee shall be posted at least one week in advance. Any changes to the work schedule which result in a reduction of an employee's scheduled work week requires notice of forty-eight (48) hours in advance. Changes to the work schedule, which result in an increase to an employee's scheduled work week requires twenty-four (24) hours notice, in advance, in order to compel an employee to report to work, except in cases of sickness, bereavement or accident causing a shortage of staff. In such cases, the Company shall provide as much notice in advance as possible.

19.03 (a)

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 one-half (1/2) hour meal period during each shift. Such meal period shall not be regarded as time worked.

19.03 (b)

Employees who are unable to take a meal break due to service requirement, shall be granted an additional hours pay in lieu of said meal break at regular straight time.

19.03 (c)

Employees who are unable to take their rest breaks due to service requirements, shall be granted an additional hours pay in lieu of said rest break at regular straight time.

19.03 (d)

The above payments (in lieu of break entitlements) shall be paid only if the manager or supervisor on duty decides service requirements make it impossible for the employee to take rest or meal breaks during his shift.

19.04

Once a full-time employee reports to work on his regularly scheduled day, he shall receive guaranteed pay for eight (8) hours, save and except food and beverage servers, who shall receive six (6) guaranteed hours. Part-time and banquet employees shall receive four (4) guaranteed hours.

19.05

Overtime for all employees shall be defined as all hours worked by an employee in excess of forty (40) hours in any week, eight (8) hours per working day, on an employee's scheduled day off during his vacation period or on each consecutive day of work after five (5) days.

19.06

All overtime shall be paid at the rate of time and one-half the regular rate of pay.

19.07

An employee who has completed eight (8) hours work in any given day and who is required to work overtime, shall be provided with a meal at no cost to the employee.

19.08 (a)

Split shift assignments shall be confined to not more than two (2) tours of duty to a maximum total of eight (8) hours within a spread of twelve (12) hours.

19.08 (b)

The Company shall, when scheduling employees, attempt to ensure there is at least twelve (12) hours of rest between daily work.

19.08 (c)

The Company shall minimize the occurrence of split shifts and shall endeavour to restrict them to special occasions only (except in banquets and the restaurant/lounge).

ARTICLE XX - TEMPORARY TRANSFERS

20.01

Employees temporarily assigned to a higher rated classification in excess of three (3) 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 XXI - GENERAL

21.01 - INDIVIDUAL AGREEMENTS

No arrangements shall be made between any employee and the employer 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.

21.02 - BREAKAGE

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

21.03 - RESPONSIBILITY

When an employee is authorized to cash cheques, honour credit cards or credit amounts, he will not be held responsible for any losses, provided he has reasonably followed management's instructions, but where an employee assumes personal responsibility of cashing cheques, honouring credit cards or credit amounts, without such authorization from management, he will be held responsible.

21.04

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

21.05

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

21.06 - MONIES HELD IN TRUST

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

21.07 – FUTURE AND PRESENT LAWS

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

ARTICLE XXII - APPENDICES

22.01

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

ARTICLE XXIII - DURATION

23.01

This Agreement shall become effective on the first day of November 1996 and shall remain in full force and effect until the 30th of August 2000 and shall continue in effect from year to year thereafter unless either party shall give written notice not more than ninety (90) days and not less than thirty (30) days before the termination of its desire to amend the Agreement.

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

**For the CITADEL OTTAWA
HOTEL & CONVENTION CENTRE**

**For the HOSPITALITY AND SERVICE
TRADES UNION, LOCAL 261**

APPENDIX A

HOTEL CLASSIFICATION AND WAGE SCALE

It is agreed that job classifications and wage rates not specifically set out in Appendix A of this Agreement shall be included in the Appendix by mutual consent of both parties to this Agreement, in accordance with Article 13.17.

The basic hourly rates contained in this Appendix 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 rate of pay shall be effective with the start of the pay period coincident with or next following the dates.

CLASSIFICATION	NOV 19/97	3% SEP 1/98	3.25% SEP 1/99
Phone Operator	\$10.80	\$11.12	\$11.48
Bell Captain	8.08	8.32	8.59
Luggage Attendant	8.08	8.32	8.59
Door Attendant	8.08	8.32	8.59
Room Attendant	10.73	11.05	11.41
Houseperson	10.58	10.90	11.26
Linen Person	10.58	10.90	11.26
Parlour Attendant	10.48	10.79	11.15
Cleaner	10.58	10.90	11.26
Server/Lounge Server	8.08	8.32	8.59
Room Service Server	8.08	8.32	8.59
Mini-Bar Attendant	11.27	11.61	11.99
Bus Person	9.88	10.18	10.51
Host/Hostess	11.01	11.35	11.71
Food & Beverage Cashier	11.01	11.35	11.71
Composite Bartender	9.94	10.23	10.57

Banquet Cook	15.47	15.94	16.46
Sauce Cook	15.09	15.55	16.05
Roast Cook	13.89	14.31	14.77
Swing Cook	13.76	14.17	14.63
Short Order Cook	12.34	12.71	13.12
Attendant	10.73	11.05	11.41
Pot Washer	10.48	10.79	11.15
Warewasher	10.37	10.68	11.03
Laundry Attendant	10.42	10.73	11.08
Shiftman	12.07	12.44	12.84
Electrician	18.43	18.99	19.60
Electrician Helper	11.25	11.59	11.97
Painter	16.70	17.20	17.76
Painter Helper	10.52	10.84	11.19
Carpenter	18.09	18.64	19.24
Carpenter/Locks	18.43	18.99	19.60
Maintenance	12.09	12.46	12.86
Maintenance Mechanic	14.85	15.29	15.79
Assistant Maintenance Mechanic	12.27	12.64	13.05
Store Attendant	11.38	11.73	12.11
Banquet Captain	9.11	9.39	9.69
Banquet Server	8.20	8.45	8.72
Banquet Porter	8.20	8.45	8.72
Banquet Bartender	8.24	8.49	8.76
Banquet Cashier	9.76	10.05	10.38
Banquet Head Bar	11.45	11.79	12.17

Apprentice Cooks shall be paid as follows:

Period One (not to exceed 2000 hours) - 65% of average of unionized Kitchen rates

Period Two (not to exceed 2000 hours) - 75% of average of unionized Kitchen rates

Period Three (not to exceed 2000 hours) - 85% of average unionized Kitchen rates

HIRING RATE FOR EMPLOYEES HIRED AFTER NOVEMBER 1ST, 1990

- 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.

STAFF DINING ROOM:

The staff dining room shall be open for the convenience of the employees between 11:00 a.m. and 1:00 a.m. seven (7) days per week. The present practice with respect to employee meals shall be maintained for the life of this Agreement.

COMPLIMENTARY ITEMS:

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

SIGNING BONUS:

The Company agrees to pay the following lump sum amounts by way of separate cheque, but subject to the normal statutory deductions:

Full-time employees (except banquets)	\$250.00
Part-time employees (except banquets)	\$125.00
Full-time banquet employees	\$125.00
Part-time banquet employees	\$75.00
Probationary employees	\$25.00

APPENDIX B

HEALTH AND WELFARE

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

Life Insurance: \$5,000.00 - Family Supporter
 \$5,000.00 - Single

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

Prescription Drug Plan: Covers 80% of all prescription drugs over \$25.00 per year per family.

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

DENTAL PLAN

The company shall contribute for all employees covered by this Agreement the amount of eighteen (.18) cents per hour for each hour worked, not to exceed forty (40) hours per week. Effective November 1st, 1994, the eighteen (.18) cents shall be increased to twenty-one and one half (.21 1/2) cents. Effective November 1st, 1995, the twenty-one and half (.21 1/2) cents shall be increased to twenty-five (.25) cents.

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

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

PENSION PLAN

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

1. ELIGIBILITY

- a) Present employees hired prior to May 1st, 1982, are eligible to join the Plan. Employees hired after May 1st, 1982 must join the Plan effective November 1st, 1997 provided eligibility requirements set out herein have been met. Employees hired after November 1st, 1997 must join the Plan after they meet the eligibility requirements set out herein.

- b) The eligibility requirements are:
 - Two years of continuous uninterrupted service
 - Attainment of age 21

2. CONTRIBUTIONS

- Employees will contribute 2% of their earnings.
- The Company agrees to contribute 1% of the earnings of each eligible employee who chooses to join or is required to join the Plan.

3. AMOUNT OF PENSION

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

4. NORMAL RETIREMENT AGE

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

EARLY RETIREMENT

Employees may elect early retirement with consent of the Company.

LATE RETIREMENT

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

5. NORMAL FORM OF PENSION

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

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

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

6. TERMINATION OF EMPLOYMENT

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

Completed Years of Service with Company	% Vested Rights
Before 5 complete years of service	0%
After 5 complete years of service	25%
After 7 complete years of service	50%

After 9 complete years of service	75%
After 10 complete years of service	100%

Cash refunds are payable to an employee six (6) months after the effective termination of employment. The above is subject to current government regulations regarding cash benefits upon termination of employment.

7. PORTABILITY

An employee will have full portability of benefits within the member hotels. After an employee is fully vested, all previously unvested contributions will be transferred to the employee's current hotel pension fund. However, should an employee terminate before becoming 100% vested, the corresponding vesting percentage will be pro-rated amongst the hotels in which he/she was employed. An employee whose employment is terminated for just cause and who is not reinstated will not be eligible for the Portability benefit outlined herein.

8. ADMINISTRATION

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

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

9. ADMINISTRATION FEES

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

APPENDIX C

PART-TIME EMPLOYEES

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

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

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

APPENDIX D

SICK LEAVE ALLOWANCE

- A. Full-time employees who have completed at least one (1) year of continuous service with the Company on November 1st, 1982, shall commence the first contract year with ten (10) days to their credit.**
- B. All other full-time employees shall accumulate one (1) day per month (if worked in excess of ten (10) days in that month).**
- C. The accumulation of sick day allowance shall not exceed ten (10) days in any one (1) year.**
- D. The allowance for sick pay shall only commence after the second (2nd) day of illness. In the third (3rd) year of the agreement, sick leave pay shall commence on the second (2nd) day if the employee has fifteen (15) years of service or more.**
- E. All cases of sickness must be reported to the Personnel Office or Assistant Manager on Duty, on the first (1st) day within a period of three (3) hours prior to the normal reporting time of the employee concerned.**
- F. Sick leave allowance will not be granted to employees in case of illness or accident which is compensable under the Workplace Safety Insurance Act, or the Weekly Indemnity Plan.**
- G. Sick leave allowance will not be paid for illness or accident which occurs within the vacation of an employees.**
- H. Sickness must be proven by a doctor's certificate.**
- I. In doubtful cases, the Company reserves the right to appoint another doctor other than the one providing the certificate, in order to establish the facts in the case.**

APPENDIX E

UNIFORMS:

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

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

APPENDIX F

DECLARED HOLIDAYS

The following days shall be considered as holidays:

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

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

When the full-time or part-time employee is required to work on their Anniversary Day, Civic Holiday, Boxing Day and Christmas Eve, he will be paid one (1) day's pay eight (8) hours plus the hours worked, subject to Article 19.04.

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

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

In order to qualify for holiday pay, the employee must work his scheduled shift immediately preceding and immediately following the holiday concerned. Subject to the foregoing, an employee who is laid off will receive any declared holidays which occur within ten (10) days of the day of lay-off, except for those holidays which fall in December when eligibility shall be within seven (7) days of lay-off.

APPENDIX G

VACATION AND SERVICE REQUIREMENTS

VACATION

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

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

Employees will be paid at the time of starting their vacation and all deductions usually made from the employee's earnings will be made from their vacation pay.

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

SERVICE REQUIREMENTS

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

1. Less than one (1) years continuous service - four percent (4%) of their earnings.
2. After completion of one (1) years continuous service, two (2) weeks vacation, with pay of four (4%) percent of their earnings.
3. After completion of five (5) years continuous service, three (3) weeks vacation, with pay of six percent (6%) of their earnings.
4. After completion of nine (9) years continuous service, four (4) weeks vacation, with pay of eight percent (8%) of their earnings.
5. Effective November 1st, 1995, after completion of twenty (20) years continuous service, five (5) weeks vacation, with pay of ten percent (10%) of their earnings.
6. After completion of thirty-two (32) years continuous service, employees shall receive six (6) weeks vacation, with pay of twelve percent (12%) of their earnings.

APPENDIX H

ENGINEERING DEPARTMENT

This schedule covers employees of Property Operations and Maintenance Department.

- A. Personal tools which may be damaged or which may wear out while performing duties for the Company will be replaced by said Company.**
- B. Employees in the above mentioned classifications shall receive a minimum of ten (10) minutes clean-up time before completing their shift.**
- C. Employees who have completed their regular shift, and are recalled on an emergency, shall receive pay for a minimum of four (4) hours at the rate to time and one-half.**

APPENDIX I

BANQUET STAFF

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

1. PROBATION

The probationary period for all new Banquet employees shall be sixty (60) calendar days.

2. UNION SECURITY AND DUES

- a) All present and future employees who perform work for the Banquet department shall, as a condition of employment, become and remain members of the Union.
- b) The Company agrees to deduct Union dues from all Banquet employees and any initiation fees for new employees following the completion of the probationary period set out above, in accordance with the Union By-Laws.
- c) The Company shall remit said dues to the Union monthly together with a list of employees from whom deductions have been made.

3. SCHEDULING PRACTICE

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

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

- b) Schedules shall be posted no later than Friday at 11:00 a.m. Last minute call-ins to cover emergency situations of staff increases shall require notice as far in advance as is reasonably possible. Given the Hotel policy requiring guests to verify the number of covers forty-eight (48) hours in advance, call-in situations for the most part should take place within a similar time period. Call-in situations shall be by seniority and require verification. Shift cancellations as a rule require twelve (12) hours prior notice. Verification of the call-in or cancellation shall be made by the Head Server who shall attempt to contact the employee after the Department Head (prior to the twelve (12) hour notice period). The Head Server

shall log the call and verify his efforts to contact the employee in writing.

- c) **Function Assignment shall be based on availability. The Company shall do their utmost to assign the higher paying functions to senior employees who are working on the day of the function.**

- d) **Employees shall have the right to refuse to work complimentary service in Banquets without penalty. However, where all employees refuse, the Company reserves the right to assign said functions to the least senior employees.**

4. HOURS OF WORK

a) OVERTIME

Overtime at the rate of time and one-half of the employee's basic rate shall be paid for all hours worked in excess of forty (40) hours per week.

- b) **Full-time employees shall be guaranteed four (4) hours pay and part-time employees four (4) hours pay once they report for their scheduled shift.**

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

6. a) The Banquet gratuities shall be split as follows:

Upon Ratification	76% tip pool for employees 24% for management
Effective September 1st, 1998	77% tip pool for employees 23% for management
Effective September 1st, 1999	79% tip pool for employees 21% for management

- b) **Distribution of the Union members' portion shall be decided by the members within fourteen (14) days of ratification and the Company shall be notified in writing. This distribution formula shall be for the life of the agreement. The Employer agrees to any distribution system so long as it is not a flat rate system.**

APPENDIX J

GRATUITIES WITH RESPECT TO COMPLIMENTARY ITEMS:

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

Upon ratification	-	\$0.50 per complimentary breakfast
Effective September 1 st , 1998	-	\$0.65 per complimentary breakfast
Effective September 1 st , 1999	-	\$0.75 per complimentary breakfast

TOUR BAGGAGE HANDLING CHARGES:

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

Upon ratification	-	\$1.75 per one way
Effective September 1 st , 1998	-	\$1.85 per one way
Effective September 1 st , 1999	-	\$1.95 per one way

The parties further agree that in the case of lower rated tours (i.e. tours which are not charged a baggage handling fee and guests handle their own baggage), the Employer will not be forced to refuse this business due to this article until September 1st, 1999.

UNION RESOURCE DEVELOPMENT FUND

The Employer shall contribute to the Union Resource Development Fund an amount equal to two cents (\$0.02) per hour for each hour worked by bargaining unit employees. Said contributions to be paid to the Union by separate cheque on or before the fifteenth (15th) day of the month following the month for which said contributions apply.

**LETTER TO THE UNION
ON CITADEL OTTAWA LETTERHEAD**

Dear Mr. Grella:

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

- 1. The Hotel, the Union and the Employees agree that minors and/or intoxicated persons must not be served alcoholic beverages. The above parties further agree that if an employee has a reasonable perception that a person is a minor and/or intoxicated, the employee shall raise the matter with the General Manager or his designate. Employees shall not be disciplined for refusing to service a minor and/or an intoxicated person.**
- 2. The Hotel agrees, subject to scheduling requirements, to schedule Room Attendants in order of seniority on a Monday to Friday basis. If a senior Room Attendant(s), because of room occupancy, cannot work Monday to Friday, they will be offered Saturday and/or Sunday work in order of seniority. However, the change to the actual work week (from "Monday to Sunday" to "Sunday to Saturday") shall not affect this "Monday to Friday" scheduling basis.**
- 3. If the Hotel enters into a contract with a third party, where that third party performs work similar to work performed by members of the bargaining unit, and this results in a loss of bargaining unit work for members of the Union, the Company agrees that the contract with the third party will stipulate that the terms and conditions of the Collective Agreement will apply.**
- 4. The Memorandum of Agreement was signed without prejudice to the rights of the parties with respect to the Masters Brew Pub and Brasserie being operated in the Lower Lobby of the Citadel Ottawa Hotel and Convention Centre.**