

COLLECTIVE LABOUR AGREEMENT

between

HÔTEL WYNDHAM MONTREAL

(hereinafter called (the "Company"))

and

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS DE
L'HÔTEL MÉRIDIDIEN DE MONTRÉAL (CSN)**

(hereinafter called (the "Union"))

1999 - 2002

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ARTICLE 1

PURPOSE OF AGREEMENT

1.01

The purpose of this Agreement is to maintain and promote harmonious relations between the Company and its employees, to define labour conditions and to provide for a method for the settlement of grievances which may arise during its term.

ARTICLE 2

PRELIMINARY PROVISIONS

2.01

The working language between the Company and its employees shall be French. Should difficulties of communication arising between an employee and the Company, the communication shall be accomplished with the aid of an interpreter.

As regards the computer system, the francisation process shall be maintained and completed within a reasonable delay

2.02

Interpretation

- a) The provisions of this Agreement are to be read and interpreted as a whole. However, the nullity of one provision, due to its infringement of a federal or provincial law, does not lead to the nullity of this Agreement, but only to the nullity of said provision, which, from thereon, shall be considered as non-existent.
- b) Throughout the duration of this Agreement, the parties reserve the right to ignore or modify the provisions of this Agreement by written mutual consent. However, any modification must be made in conformity with the provisions of Article 72 of the Labour Code.
- c) For the purposes of this Agreement, subject to an express provision to the contrary, the use of the female gender includes the masculine gender and vice versa.
- d) The sub-titles appearing in this Agreement are included solely to facilitate consultation of the Agreement, and may not be used for interpretation purposes.

2.03

Definitions

For the purposes of this Agreement, the following terms have the following meanings:

- a) Employee on probation

Means an employee who has not completed his probation period within the meaning of Section 10.03 of this Agreement.

b) Regular Employee:

Means an employee who has completed his probation period and who is regularly scheduled to work three (3) days or more per week, even if such employee is scheduled from time to time to work less than three (3) days per week.

c) Regular Part-Time Employee:

Means an employee who has completed his probation period and who is regularly scheduled to work two (2) days or less per week, even if such employee is scheduled from time to time for more than two (2) days per week. The said part-time regular employee is hereinafter described in this Agreement as "part-time employee".

d) Occasional employee (temporary)

Means an employee who has completed his probation period and who is assigned specific work for a determined term or a temporary replacement position.

e) Section

Means an administrative sub-unit of a service. Subject to an express provision to the contrary, the use of the term "section" means "section or, failing section, service".

f) Category priority

Means that the seniority of a regular employee has priority over the seniority of a part-time employee and the seniority of a part-time employee has priority over the seniority of an occasional employee. It is, however, understood that the category priority shall only apply when same is expressly stipulated in one or other the provisions of this Agreement.

g) Promotion

Means a permanent transfer, following a posting, of an employee from one position to another, in the same or another classification, where the regular hourly rate is higher, equal or inferior.

h) Lay-Off

Means any employee being without work either on a permanent basis due to the elimination of a position, or on a temporary basis due to complete closure of a section for one (1) full day or more. Is also considered a lay-off within the meaning of this Agreement, where a regular employee is without work one (1) day or more during his normal work week (that is to say, five (5) working days or any lesser number of days up to three (3) working days) that the employee voluntarily accepts, taking into account his availability.

i) Regular salary

Means, for the purposes of applying the benefits provided for in this Agreement, the regular salary and amounts declared or attributed as tips and/or service charges.

Furthermore, a reference to annual salary earned or any other similar expression, includes all remuneration received as paid vacation or leave as set forth in this Agreement.

j) Spouse : means two people of the opposite sex or of the same sex;

1) who are married and co-habit; or

2) who live together as would a husband and wife and who:

a) have lived together for one year; and

b) have publicly represented themselves as being spouses.

Such public representation shall be made in writing and shall take effect from the moment of such notification, and coverage of the person previously designated as being the spouse shall be annulled.

k) Tips

Means any amount left by any person to an employee as a tip, gratuity, service charge or other similar expression

2.04

Change of Employee Status

- a) An employee shall acquire new status if he obtains a new position through a posting. Furthermore, an occasional or part-time employee shall acquire the status of regular employee if he works seven hundred and eighty (780) hours or more within a one- (1-) year period, or the status of part-time employee if he works four hundred and eighty (480) hours or more within a one- (1-) year period.

However, an employee who acquires new status pursuant to the preceding paragraph and who has not worked the hours stipulated above in the twelve (12) months following the obtaining of such status, resumes the status that he held before the change.

b) Retention of status

A regular employee shall not lose his status or the benefits attached thereto merely due to a decrease in his scheduled hours or due to a displacement in accordance with Section 11. Accordingly, a regular employee retains his respective status and benefits as long as he does not assume a position in another category of employment through a posting in the case of a part-time position, or at his express request in the case of an occasional-employee position, except in the case of a replacement position in

respect of an absent employee obtained through a temporary transfer or through a job posting.

2.05

a) **Non-discrimination**

There shall be no discrimination whatsoever by the Company, its representatives, the Union or the employees by reason of race, colour, sex, pregnancy, sexual orientation, civil status or age, religion, political convictions, language, ethnic origin or nationality, social condition, handicap or the use of any means to alleviate such handicap or by reason of Union activity.

A distinction, exclusion or preference which is based on the aptitudes or qualities required for a position is recognized as non-discriminatory.

b) **Violence and Sexual or Racial Harassment in the Workplace**

The Employer and the Union agree to work together in order to ensure the physical and psychological integrity of employees in the workplace.

Accordingly, the Union undertakes to work with the Employer to take all measures aimed at preventing and putting an end to behaviour that is violent or that constitutes sexual or racial harassment.

For that purpose, the parties agree upon the following definitions and principles:

1. Violence consists of violent behaviour involving physical force, intimidation, threats made with or without a weapon, or verbal assault.
2. Sexual harassment is a particular form of harassment involving words, actions or gestures that have a sexual connotation, which by their insistent or repetitive nature, adversely affect the physical or psychological integrity of the person or which result in unfavorable working conditions.

Sexual harassment may take various forms such as:

- insistent demands for sexual favours or repeated, unwanted or unsolicited advances;
- remarks, insults, jokes and comments of a sexual nature attacking the human dignity or well-being of the other person;
- express or implied promises of compensation dependent upon the satisfaction of a request of a sexual nature;
- threats, reprisal, denials of promotion, dismissal, or other injustices related to sexual favours not obtained;
- assault involving physical violence or forced and unwanted sexual intimacy;

- any other behaviour of a sexual nature that is offensive to the other person.

3. Racial harassment:

Racial harassment is behaviour consisting of repeated words, action or gestures of a vexatious or abusive nature in respect of a person or group of persons on the grounds of race, colour, ethnic origin or nationality.

It can take the form of the worker discovering offensive graffiti on his locker or desk, being subjected to racial jokes from co-workers, humiliating comments or insinuations, insults or verbal abuse from co-workers, being dissuaded from seeking promotion, being the victim of vandalism or damage to his car and clothing, or assault or aggression.

2.06

Departments

The parties acknowledge the departments, services and sections listed in Schedule "A" of this Agreement.

ARTICLE 3

JURISDICTION AND RECOGNITION

3.01

Jurisdiction

This Collective Agreement covers all employees, within the meaning of the Labour Code, covered by the Bargaining Certificates issued in favour of the Union employed by 301716 a Nova Scotia Company and Wyndham Management Corporation acting under the name of Hotel Wyndham de Montréal.

The parties recognize the groups coming from the Merger of Bargaining Certificates issued May 28, 1993.

Group 1

"All employees within the meaning of the Labour Code, excluding management and supervisory personnel, office workers, accounting and security staff and irregular employees engaged for extra work."

Group 2

"All employees, within the meaning of the Labour Code, working at the front desk, in reservations, in the reception at the President Club and at the information desk, as well as the night auditors."

Group 3

"All housekeepers, employees within the meaning of the Labour Code."

Group 4

"All employees, within the meaning of the Labour Code, in the offices, accounting, shops, merchandise receiving and sales office with the exception of the secretary of the general manager, the secretary of the controller, the secretary of the marketing manager, the secretary of the catering manager, employees from human resources and personnel services, the catering controller, the computer supervisor, the administration controller, the paymaster, the chief accountant, the chief night auditor and commercial delegates."

It is, however, understood between the parties for the purposes of the application and interpretation of this Collective Agreement that chief night auditors (Group 2) form part of Group 4.

Group 5

"All extra-banquet employees, within the meaning of the Labour Code."

It is agreed that the owner of the hotel must also be a signatory of the present Collective Agreement.

3.02

Negotiating Agent

The Company acknowledges that the Union is the sole negotiator for its employees as provided by the accreditation certificates issued in its favour by the Ministry of Labour in Quebec.

3.03

Specific Agreements

No other agreement relating to working conditions different from those provided for in this Agreement is valid unless it has received written approval of the Union.

3.04

Work of persons excluded from the negotiating unit

Employees of the Company excluded from the negotiating unit mentioned in Section 3.01 shall not perform the work which is regularly executed by the employees subject to this Agreement, except for the purposes of training, in the case of emergency, or in the event of unforeseen extra work, the whole on a temporary and occasional basis.

It is understood between the parties that situations causing unforeseen extra work shall comprise cancellation of flights, weather conditions preventing the departure of clients and any other situation of a similar nature for which pre-planning cannot be done.

3.05

Contract and Sub-Contract Work

- a) During the term of this Agreement, except where the work has already been delegated to third parties, upon the signing of this Agreement, the Company agrees to not sub-contract to a third party any work that is normally performed by the employees of the bargaining unit referred to in Section 3.01.
- b) However, this provision does not limit the Company's right to entrust specialized maintenance work to third parties (examples: elevators, typewriters, etc.).
- c) It is also understood that, in cases where urgent work is required within a determined time period in order to respond to the needs of the clientele, such work may be assigned to third parties by sub-contract if the employees who normally perform such work are already working or are not immediately available to perform the required work.
- d) Within Group 4 only, a secretary who leaves the Company without giving two (2) weeks notice may be replaced by a person from an agency for a maximum of two (2) weeks unless same leads to lay-off or prevents the return of laid-off employees, or reduces employee working hours. Similarly, the Company may hire additional staff for the purposes of mailing.
- e) For the purposes of the preceding paragraph, the parties acknowledge the following subcontracts:
 - 1. laundry
 - 2. audio-visual (electrotechnical)
 - 3. window-washing

In the event that the Employer decides to terminate any of the above-mentioned contracts and to not subcontract such work, it undertakes to post the positions in accordance with the provisions of the Collective Agreement.

- f) For the purposes of this Article, the Employer agrees to forward to the Union any useful information regarding any contract work or subcontract awarded to third parties

ARTICLE 4**MANAGEMENT RIGHTS**

4.01

Subject to the other provisions of this Agreement, the Union acknowledges the Company's exclusive right and power to manage, direct, administer and operate its business. Without restricting the generality of the foregoing, it is understood that these rights include:

- a) The right to direct, plan and control the operations, to determine working standards, to determine and change methods, procedures and means of operation, to decide upon tasks to be performed, to determine the number and choose the people to hire and to manage personnel;

- b) The right to prepare, to adopt, to modify or to annul any regulation where the Company deems it useful to do so, for the effective operation of the business, as long as such regulation is not in conflict with the provisions of the present Agreement, and is not unreasonable. Should the Union object to a regulation which is unreasonable, the burden of proof falls on the Company. In addition, prior to its coming into force, any modification to the regulations must first be discussed with the Union and then be posted at least five (5) calendar days in advance, with a copy sent to the Union.

ARTICLE 5

UNION REGIME

5.01

Membership of employees

As a condition of employment, all employees shall join and remain members of the Union for the term of this Agreement.

5.02

Union dues

- a) As a condition for employment, each employee agrees that the Company shall deduct his Union entrance fee from his first paycheck, as well as his Union dues from his subsequent paychecks, as established by regulation by the Union.
- b) The amounts so deducted shall be remitted to the Union Treasurer within fifteen (15) calendar days following the end of the month during which they were collected, together with two (2) copies of a list mentioning:
1. the name of the employee;
 2. the department;
 3. the hourly rate;
 4. gross monthly salary;
 5. the amount of the monthly dues;
 6. the cumulative remittance;
 7. the Company shall also remit two (2) copies of a list with the names of tip employees and including the same information as above.
- c) All modifications to the entrance fee rates or to the regular dues shall be made by the Company upon receipt of written notice from the Union outlining said modifications.
- d) The Company agrees to indicate the cumulative total amount of Union dues deducted on the income tax statement (T-4 and Relevé 1) of each employee for the current year.

5.03

Additional information

Each month, the Company shall remit to the Union Treasurer a complete list of employees covered by this Agreement including the name, address, telephone number, date of birth, regular hourly rate, position, department, date of hiring as well as the employee's number.

Notwithstanding the foregoing, each month, the Company shall also provide the Union Treasurer with a list of new employees and one of those who have left, as well as a list of any changes in classification.

5.04

Exclusion from the Union

The Company is not obliged to suspend or dismiss an employee due to his expulsion from the Union or a refusal by the Union to accept his request for membership. In such a case, the Company and the employee shall respect the provisions relating to deductions of Union dues stipulated above.

Notwithstanding the provisions of the preceding paragraph, the Company is not obliged to dismiss an employee for the sole reason that the Union has refused to admit or has deferred the admission of said employee as a member, or has suspended or excluded said employee from its ranks, except in the following cases:

- a) if the employee has been hired contrary to any provision of the Collective Agreement;
- b) if the employee has participated, directly or indirectly with the help of his employer or a person acting on his behalf, in an activity against the Union.

ARTICLE 6**FREEDOM OF UNION ACTIVITY**

6.01

Posting

- a) The Company must provide the Union with glass encased notice boards, which may be locked, as well as distribution boxes which will be located at the entrance of the employees' cafeteria, near the "punch clock" and the Union premises. These notice boards and distribution boxes shall be exclusively for the posting and distribution of Union documents or notices. As well, on occasion, a notice convening a Union assembly or meeting may be posted in the different affected services.
- b) The above-mentioned notice boards and distribution boxes may be used in order to post or to distribute any Union information, as long as this information does not cause prejudice to the Company, to a member of its personnel, or contravene this Agreement. These documents or notices are signed or initialed by one of the officials of the Union.

6.02

Union Premises

The Company must provide the Union with suitable premises, free of charge, which may also be locked. These premises are to be located on the Company's premises and must be furnished with tables, chairs and a telephone. However, it is agreed that the Union shall pay for all long distance charges.

6.03

Negotiations

The Company agrees to recognize six (6) Union delegates or officers of the Union who may participate in every negotiation session with respect to the renewal of the Collective Agreement. It is understood that these employees may be absent from their work, without any loss of their regular salary, as agreed upon between the parties, for the duration of these negotiation sessions.

6.04

Permitted Absence

- a) The Company, after having received written notice from the Union to the Director of Human Resources at least seven (7) calendar days in advance, must grant leave to a maximum of six (6) employees (no more than one (1) employee per section unless otherwise agreed upon) without pay, in order to allow them to participate in outside Union activities. However, a written request by the Union given less than seven (7) calendar days in advance, may not be refused by the Company without valid reason, if it does not create any inconvenience to the Company.

A greater number of employees per section may be granted leave upon agreement between the parties.

- b) Upon written request to the Director of Human Resources, given three (3) calendar days in advance, the Company agrees to allow one (1) designated member of the executive committee leave without pay in order to deal with the administrative affairs of the Union, up to maximum of eight (8) hours per week, without pay. The Union must advise the Company of the name of the designated member and of any subsequent change.
- c) Upon written notice by the Union to the Director of Human Resources, at least fifteen (15) days in advance, the Company must grant the Union executive and Union delegates leave without pay for a period of two (2) days in order to permit them to participate in a training session regarding the Collective Agreement.
- d) Union Council :

The Company must put at the disposal of the Union, free of charge, premises in order to allow the Union to hold a meeting of its Union council (which includes its executive committee and Union delegates) on condition that a prior agreement is reached between the parties with respect to the date, time and place of said meetings, as well as the number of employees which may be granted leave, at the same time from a service.

Once the date, time and place have been agreed upon, the Company must confirm, within two (2) working days, the names of the employees who may be liberated.

6.05

Union Delegates

- a) The Company recognizes the right of the Union to appoint the Union delegates, the number of which is set out in Schedule "B" of this Agreement. A substitute may be designated for each delegate in case of his absence. From the moment of the signing of this Collective Agreement, the Union must submit to the Company, in writing, the names of the delegates and their substitutes and any changes occurring after said submission.
- b) The Company must allow a Union delegate to be absent from work for a reasonable time without loss of regular pay, in order for him to assist the employees which he represents in the presentation of their grievances and to discuss these grievances with the head of their Service. In this regard, permission must be obtained from the Service Manager and said permission shall not be refused without valid reason.

6.06

Union Witness

An employee who is convened by a representative of the Company to a meeting relating to disciplinary sanctions, must be accompanied by a Union delegate, a member of the Union executive, and in the absence of both of them, any other employee chosen by the employee who is present at the work place.

6.07

Union Advisor

The outside representative of the Union, after having identified himself to the director of human resources and having obtained his permission, which may not be unreasonably withheld, shall have access to the work place for any matter relating to the application and renewal of this agreement. It is understood that these visits must not in any way affect the duties and work of the employees.

6.08

Union Meetings

The Union is authorized to hold general assemblies on the condition that the parties agree as to the date, time and duration of each assembly and that the Company is assured that the hotel shall continue to function at capacity. Two (2) general assemblies per year may be held without loss of regular pay for the attending employees; any subsequent assembly shall be without pay. Notwithstanding the foregoing, the number of such assemblies shall be three (3) during the year in which this Agreement is renewed. These assemblies may be held in the employees' cafeteria or in any other place agreed upon between the parties. The premises in which these meetings are to be held shall be made available to the Union at no charge.

6.09

Form of Payment for Union Leave

An employee who is granted leave by virtue of Section 6.04 of the Collective Agreement shall receive, directly from the Company, his regular salary, the average of his declared gratuities and the fringe benefits to which he would normally have been entitled if he had been working during this permitted absence.

The Company makes the payment, on the regular pay check, according to the number of hours for which the Union has made a written request.

The Company shall be reimbursed for an amount arrived at by deducting directly from the Union dues, the salaries which have been paid out and increased by thirty percent (30%), in order to cover the costs of fringe benefits and other employer expenses.

The Company shall provide the Union with a detailed statement as to the above-mentioned sums deducted from union dues.

6.10

Authorized leave with pay

An amount of three thousand dollars (\$3,000.00) per year, shall be paid to the Union in twelve (12) equal monthly installments for the purpose of defraying the costs of any days spent preparing for committee meetings provided for under this Agreement or in respect of other Union activities.

6.11

A Union representative and the complainant, if necessary, shall be released from work without any loss of regular pay for the time required to attend a hearing held before:

- a) the labour commissioner, the Labour Court;
- b) Commission des lésions professionnelles (CLP)

ARTICLE 7**REPRESENTATION AND COMMITTEES**

7.01

Executive Committee

- a) The Company agrees to recognize that the executive committee acts as the official representative of the Union and is composed of officers chosen by the Union members. The Union must advise the Company of the names of the members of the executive committee and of any subsequent changes.
- b) It is agreed that at least one (1) meeting per month shall be held between four (4) designated members of the executive committee and the Company representatives, in order to discuss any problem of general interest, including the quality of the work conditions, client service and the profitability of the Company. The number of meetings per month may be varied by agreement between the parties. It is understood that these meetings shall occur between 9:00 a.m. and 5:00 p.m., and without loss of pay for the

four (4) designated members.

- c) During meetings between the Labor Relations Committee and The Company representatives, the parties shall discuss topics of collective interest which deal specifically with the following:
1. organization of work
 2. training and professional development of the employees
 3. promotion of teamwork
 4. versatility of employees
 5. quality of customer service
 6. quality of life in the workplace

The Committee meetings shall take place, insofar as possible, during work hours and without any loss of salary. The parties shall give notice to one another, seven (7) calendar days ahead of time insofar as possible, of the subjects to be put on the agenda.

7.02

Grievance Committee

For any question relating to the discussion and settlement of any grievance occurring after the second stage of the grievance procedure contained herein, the Company acknowledges the authority of a grievance committee composed of three (3) Union members chosen from the Union delegates and/or from the members of the executive committee. The Union must advise the Company, in writing, of the names of the members of this committee and any subsequent changes.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURE

8.01

Definition

A grievance is defined as any misunderstanding relating to the interpretation and/or the application of this Collective Agreement.

8.02

Preliminary Procedure

The parties agree that if any employee believes that he has been harmed in any way whatsoever, the employee may, at his option, and prior to filing a grievance, discuss his case with his immediate superior in the presence of a Union steward or Union official.

First Stage: Service Manager

Every grievance must be submitted in writing, signed by the employee concerned and submitted by the Union delegate or the employee within thirty (30) calendar days of the date the incident

occurred, or of his knowledge thereof if he could not possibly have known of it sooner. The Service Manager must give a written response to the employee within seven (7) calendar days of receiving the grievance.

When the Service Manager is absent, the grievance may be submitted to the Head of the Department or the person in charge.

If an employee is absent for more than twenty-one (21) days by reason of a prolonged illness, a work accident, vacation or maternity leave, the Union may submit the grievance in the name of the employee, who must confirm its submission upon his return.

8.03

Second Stage: Director of Human Resources

- a) If the written decision of the Service Manager has not been rendered within the stipulated delay, or if the decision is regarded as unsatisfactory, the Union or the employee may, assisted by the Union delegate representing him should the employee so desire, within the fifteen (15) calendar days following the decision, submit a written grievance to the Director of Human Resources, who shall render a decision within the fifteen (15) calendar days following the submission thereof.
- b) Two (2) members of the grievance committee may be absent from their work, after having notified their Service Managers, in order to meet with the Director of Human Resources to attempt to find a solution to the grievance.

It is understood that such meetings shall take place between 9:00 a.m. and 5:00 p.m. without loss of regular salary for those employees who are asked to participate.

By written request of either party, these meetings shall be held during the period between the submission of the grievance to the Director of Human Resources and the expiry of the delay to bring the grievance to arbitration, regardless of the provisions of the 3rd paragraph of Memorandum of Understanding no. 10, if such is the case.

8.04

Third Stage: Arbitration

If the written decision of the Director of Human Resources is not rendered within the stipulated delay or if it is regarded as unsatisfactory, the Union may refer the grievance to arbitration within thirty (30) calendar days of the decision, by giving written notice to such effect to the Director of Human Resources. Either party may request that the Ministry of Labour appoint an arbitrator.

8.05

Collective Grievance or Union Grievance

The same procedure shall apply In the case of a collective or union grievance, but only from the Second Stage.

8.06

Powers of the Arbitrator

- a) The arbitrator only has jurisdiction and authority to interpret and to apply the provisions of this Agreement. He has no power to alter or to change in any manner whatsoever, said provisions, nor to substitute new provisions, nor to render a decision which is incompatible with the terms and conditions of this Agreement. However, the arbitrator has the power to maintain, modify or annul the disciplinary sanctions imposed by the Company. The arbitrator has jurisdiction in all matters regarding dismissal.
- b) regarding disciplinary matters following an incidence of violence or harassment, the arbitrator shall be guided by the principles set forth in Article 2.05 b) of this Agreement

8.07

Arbitral Decision

Unless otherwise agreed upon by the parties, the arbitrator must hear the grievance, deliberate and render his decision within sixty (60) calendar days following his appointment. This arbitral decision is final and binding upon the parties.

8.08

Arbitration Costs

- a) The fees and disbursements of the arbitrator shall be equally shared by the Union and the Company.
- b) A Union representative and the complainant shall be liberated from work for the entire day of the hearing of the grievance without loss of regular pay, unless a settlement occurs prior to the start of the hearing.

Witnesses shall be liberated, without loss of regular pay, only for the time necessary for their testimony to be heard.
- c) When a Union grievance is filed, the Union representative also acts as complainant.
- d) When a collective grievance is filed, a single employee acts as complainant.
- e) The Company must furnish a room free of charge for the arbitration hearing, as long as a room is available.
- f) The party requesting a postponement shall defray all expenses and fees of the arbitrator in respect of any such postponement. If the postponement is jointly requested, then the parties shall share equally in defraying such expenses and fees.

8.09

Preliminary Provisions

- a) All delays in this Article 8 are mandatory, but may be extended by mutual written agreement of the parties at any stage of the grievance procedure.

b) Content of the Grievance

The written grievance must include the nature of the grievance, the remedy sought and the clauses of the collective labour agreement which are claimed to be violated. Once the grievance has been submitted to the Service Manager, its nature may not be modified. No grievance made in accordance with this Agreement may be considered as null or rejected due to a technical error in its formulation.

c) Settlement of the Grievance

Every grievance settlement is binding upon the parties and must be recorded in writing. However, it is agreed that these settlements may not be considered as precedents in the interpretation and/or application of the Collective Agreement.

d) Non-discrimination

An employee may not be discriminated against by his superiors by reason of his presentation of a grievance.

8.10

The Employer may file a grievance within the delays stipulate in Article 8.02.

ARTICLE 9**DISCIPLINARY SANCTIONS**

9.01

Principles and Definition

Except in the case of serious misconduct, it is agreed that the use disciplinary sanctions are intended to have a corrective rather than a punitive effect. Accordingly, the Employer supports a reasonable progression in the severity of the sanctions imposed. Disciplinary measures shall be fairly and impartially imposed. Depending upon the gravity and frequency of the offence(s) committed and considering the circumstances, the Company may use the following disciplinary sanctions:

- written warning
- suspension
- dismissal

9.02

Employee Recourses

Any employee who has been given written notice of a suspension or dismissal may, if he feels he has been unjustly treated, contest the disciplinary sanction imposed by way of the grievance and arbitration procedure.

9.03

Written Notice

- a) Every disciplinary sanction shall be imposed in writing and a copy thereof must be given to the employee and the Union within thirty (30) days following the commission of

the alleged offence or the date on which the Company first had knowledge thereof, except where a police investigation is required. The notice must state the reasons for the disciplinary sanction and briefly describe the facts giving rise to the sanction.

- b) When the disciplinary sanction imposed is a suspension, said suspension must apply to the next scheduled work day. If more than one (1) day of suspension is being served, these days apply to all subsequent days where the employee would have normally been scheduled to work.

9.04

Lapsing of Time Limit

- a) No disciplinary sanction dating more than twelve (12) months imposed upon an employee as the result of an act of violence or sexual or racial harassment as defined in Article 2.05 b), may be subsequently invoked against him if he has not committed another offence of the same nature during that period.
- b) No other disciplinary sanction dating more than six (6) months imposed upon an employee, may be subsequently invoked against him if he has not committed another offence of the same nature during that period.

9.05

Burden of Proof

In all cases of disciplinary or administrative sanctions, the Company has the burden of the proof.

9.06

Disciplinary file

An employee may, after having made an appointment with the Human Resources office, consult his record during normal business hours. The employee may, if he so desires, be accompanied by his union delegate and may make a copy of any disciplinary sanction contained in his file.

9.07

Union witness

- a) No admission signed by an employee for the Employer may be used against him in arbitration proceedings unless such admission was signed in the presence of a Union representative.
- b) However, before imposing a suspension or dismissal, the Company must convene the employee in writing, accompanied by a Union representative, in order to discuss the potential suspension or dismissal which may be imposed.

ARTICLE 10**SENIORITY**

10.01

Definition

- a) The seniority of an employee is determined by the length of his continuous service within the bargaining unit, starting on the date on which he was last hired. The seniority list shall indicate the name, status, classification and hiring date or, in the case of occasional and part-time employees, accumulated seniority.
- b) Failing objection in writing within fifteen (15) calendar days after the end of the posting, the list shall be regarded as official. The time period shall be extended by an equal period for any form of leave provided for in an employee's contract.
- c) In cases where the seniority of two (2) or more employees is equal, subject to the application of the priority and/or other provisions of this agreement, the employee holding the lower hiring number is considered as having more seniority.

10.02

Seniority List

- a) It is understood that a seniority list indicating the name and the seniority of every employee shall be revised by the Company on the first (1st) of May and the first (1st) of November of every year. A copy of this list is to be remitted to the Union and copy is to be posted for a period of fifteen (15) calendar days. The seniority list shall indicate the name, status, classification and hiring date or, in the case of occasional and part-time employees, accumulated seniority.
- b) Failing objection in writing within fifteen (15) calendar days after the end of the posting, the list shall be regarded as official. The time period shall be extended by an equal period for any form of leave provided for in an employee's contract.

10.03

Acquisition of Seniority (Probation Period)

- a) In order to obtain the right to seniority as defined in this Agreement, an employee must first work during a probation period of thirty (30) days. At the expiry of this period, his seniority begins to run as of the date on which he was last hired.
- b) During his probation period, an employee may be suspended or dismissed, and the employee may not, in such cases, have recourse to the grievance and arbitration procedure as provided for in this Agreement.

10.04

Authorized Absences

An employee maintains and accumulates seniority in the following cases:

- a) where he is laid off for a period equal to his accumulated seniority, up to a total of twenty-four (24) months;
- b) where he is absent from work for a period not exceeding thirty (30) months, due to illness, a non-occupational accident, or if he has been the victim of a crime;
- c) where he is absent due to a work related accident or disease that is recognized by the CSST, until such time that the CSST decides that the employee should return to work, or where such decision has been made by the appeal tribunal;
- d) where he is absent due to involvement in public affairs in conformity with Section 22.05 of this Agreement;
- e) where he is absent in circumstances provided for in this Agreement or otherwise authorized by the Company.

10.05

Loss of Seniority

The employee loses his seniority and the rights attaching thereto when:

- a) he voluntarily quits his job;
- b) he is dismissed for cause and has not been reinstated through the grievance and arbitration procedure;
- c) he is absent from his work for a period of three (3) consecutive work days, without giving notice (except for reasons of physical incapacity) or without valid reason;
- d) he is laid off for a period equal to his seniority, up to a maximum of twenty-four (24) months. However, in the case of partial or total closure, the employee shall be entitled to retain his seniority for an additional period of thirty-six (36) months in addition to that provided for in Section 10.04 a);
- e) he has been laid off and he refuses or neglects to report to work within the five (5) calendar days following his receipt of the recall notice, and said notice has been sent to his last known address, by registered mail, with a copy sent to the Union.

An employee who has been laid off and who is traveling abroad must advise the Company in writing of his whereabouts or the place at which he may be reached for the purposes of recall to work. In such a case, the recall to work must be made by the Company at that place, through the most appropriate means of communication given the circumstances. An employee who is hindered from returning to work must advise the Company through the most appropriate means of communication in the circumstances and within the delays provided for in this

Section, in which case, the first paragraph of Section 10.05 does not apply;

- f) he is absent from work due to illness or a non-occupational accident for a period exceeding thirty (30) months
- g) he retires;
- h) he takes advantage of the severance premium provided for at Section 11.06.

10.06

Promotion Outside the Bargaining Unit

When an employee accepts a promotion outside the negotiating unit or accepts a job in another Meridian Hotel, it is understood that this employee is presumed to be temporarily absent from his position for a six (6) month time period from the date of this promotion or of this transfer. If the employee returns to work within this period, he assumes once again the position that he previously held, subject to the application of the provisions of Section 11 of this Agreement.

However, in the foregoing case, said employee cannot apply for the same position outside the bargaining unit before a period of six (6) months has elapsed

After this period, the employee shall lose his seniority unless there has been an agreement otherwise between the Employer, the Union and the employee concerned.

An employee who replaces a manager during the latter's vacation or for a full eight- (8-) hour day, at the express request of his immediate superior, shall receive a premium of sixteen dollars (\$16.00) per day. Such a request must be made twenty-four (24) hours in advance except in the case of exceptional circumstances beyond the Company's control.

During the replacement period referred to in the 4th paragraph hereof, the employee remains a member of the Union.

ARTICLE 11

PERSONNEL REDUCTIONS

11.01

General Principle

For the application of this Section 11, in all cases of layoff and recall to work, the following two (2) principles apply:

- a) the category priority applies; and
- b) seniority shall be the determining factor, subject to the ability of the employee to satisfy the normal requirements of the position.

11.02

Layoff

With regard to all layoffs within a certain classification of a section, the employee with the least amount of seniority is the first affected by the layoff, the whole in the following order:

- 1) occasional employees;
- 2) part-time regular employees;
- 3) regular employees.

11.03

Displacement Procedure

Every regular or part-time employee who is laid off may exercise his right of displacement as follows:

- a) if the lay-off lasts for two (2) weeks or less, the said laid off employee may displace an employee with less seniority in his classification or in any other classification in his service provided that he can meet the normal requirements of the position;
- b) if he has been laid off for more than two (2) weeks, the said employee may displace an employee having less seniority in his classification or in any other classification within his department provided that he can meet the normal requirements of the position;
- c) however, it is agreed that an employee shall not be required to exercise his displacement rights, and that he always retains his right to be voluntarily laid off without losing his right to be recalled to work and the advantages relating thereto;
- d) any regular or part-time employee who has been laid off and who contests his layoff by way of a grievance, may exercise the right to displacement under the terms of a grievance settlement;
- e) for the purposes of this Section, an employee who has been laid off may not exercise his right to displacement outside of his group, as it appears at Section 3.01 of this Agreement;

11.04

Recall to Work

- a) A recall to work is made in the inverse order of the layoff, subject to the right of an employee to refuse such a recall to a position other than his previous position, without this affecting his right to be recalled to work in the future and the advantages relating thereto.
- b) An employee who has been displaced into another position by virtue of this Section, has the right to be recalled to his position at the latest within twenty-four (24) hours after the Company has realized that the position must be filled.

- c) However, and notwithstanding any provision to the contrary, such a recall shall be made verbally, and the employee must return to his position provided that he has received a twenty-four (24) hour recall notice.

Notwithstanding the foregoing, an employee who has not performed a single day of work during two (2) consecutive calendar weeks following his layoff, benefits from the provisions of Section 10.05 (e).

11.05

Prior Notice of Layoff

Except in urgent situations (excluding last minute cancellations), all regular and part-time employees who are to be laid off, must receive a prior notice of layoff, according to the following provisions:

- a) a verbal notice of twenty-four (24) hours, in the case of a layoff of two (2) weeks or less;
- b) a written notice of five (5) calendar days for layoffs of greater than two (2) weeks.

It is understood that the written notice must be transmitted to the Union. Past practices with respect to the chambermaids are maintained.

11.06

Severance Pay

The employee who is laid off as a result of a partial or total closure, and who does not wish to be on the recall list, shall receive a severance premium of one thousand dollars (\$1000) per year of service, up to a maximum of thirteen thousand dollars (\$13,000).

In order to be entitled to the severance premium, the employee must have at least five (5) years of seniority.

The aforementioned premium includes that part of the compensation indemnity in lieu of notice mentioned in Section 83 of the *Labor Standards Act*, which corresponds to the number of weeks during which the employee does not work.

ARTICLE 12

PROMOTIONS AND TRANSFERS

12.01

General Principle: Promotion

In all cases of promotion on a permanent basis, seniority is the determining factor unless the employee cannot fulfill the normal requirements of the position. In case of a grievance, the Company has the burden of proof.

12.02

Posting of Positions

- a) Any vacant or newly created position for a regular or part-time employee must be posted by the Company on the notice board located near the punch clock and in the cafeteria, for a period of seven (7) calendar days. At the same time, the Company must forward a copy of the posting to the Union.

Furthermore, a temporary replacement position for more than eight (8) weeks shall be posted in accordance with Article 12 of the Collective Agreement.

- b) The posting must indicate the category, the classification, the section, as well as the normal requirements of the position.

If the posted position is a night time position, this must be indicated on the posting. For the purposes of the application of this Agreement, a night time position is considered as a classification in and of itself.

- c) The "normal requirements of the position" designate those qualifications and/or aptitudes which are necessary given the nature of the position. These qualifications and/or aptitudes may include with at various degrees, and depending on the functions to be fulfilled, presentation and courtesy where the position is one of continuous client service relations.

- d) For the purposes of application of this Section 12.02, when the holder of a position of a regular employee is absent due to illness, accident or authorized leave by virtue of this Agreement, for a period greater than eight (8) weeks, said position is to be considered vacant. However, upon his return, the holder of the position reclaims his previously held position, subject to the application of the provisions of Section 11 of this Agreement.

The employee who obtains the temporary position maintains his status. Upon the return of the holder of the position, he shall resume his own position. Furthermore, if more than one employee obtains a temporary position in the same classification and in the same service, the employee with less seniority shall be the first to resume his own position.

- e) The Company accepts that a designated Union representative coming from within the service or, in an exceptional manner, coming from outside the service, be present as an observer when the Company subjects an employee to a practical test in order to evaluate the employee for a promotion, transfer or displacement.

12.03

Candidacy

- a) Interested employees must, within the stipulated delay, submit their candidacy to the office of the Director of Human Resources or to the security office. A copy of the candidacies shall be transmitted to the Union at the end of the posting period.

- b) When an employee is absent from work for a period of four (4) weeks or less, he may submit his candidacy for any eventual position by notifying the Office of Human Resources, in writing, as to the positions in which he is interested. A copy of said candidacy is given to the Union by the employee.

Such candidacy is valid for the period during which the employee is absent.

- c) With regard to all postings, the Company is not obliged to consider the candidacy of an employee who has not completed his probation period.

12.04

Awarding of Positions

- a) The Company chooses the candidate with the most seniority, provided that he is able to satisfy the normal requirements of that position;
- b) In all cases, the Company shall post all nominations within the seven (7) calendar days following the end of the posting period, for a period of five (5) calendar days;
- c) For the purposes of the application of Section 12.04, the candidacy of an occasional employee will be considered only after the candidacy of the other employees of the Company.
- d) The Company shall provide the Union with the name of the selected applicant as soon as the appointment becomes official.

12.05

Trial Period

- a) An employee promoted to a new position has the right to a maximum trial period of thirty (30) days. Within this period, the employee benefits from a reasonable time period within which he may familiarize himself with the new position.
- b) During this period, the employee may, on his own account, decide to return to his previously held position with all rights and privileges relating thereto. However, in the latter case, the said employee may not apply for a position in the same classification and in the same section before the expiry of a six (6) month period.
- c) During this same period, the Company may decide to return the employee to his previously held position; in such case, the employee may submit a grievance and the burden of proof then falls on with the Company.
- d) If the employee to whom the position has been attributed returns to his previously held position, or if he has not been retained for the position at the end of the trial period, the Company then proceeds with a new nomination according to the procedure outlined in Section 12.04, and according to the candidacies received upon the posting of

the position.

12.06

Temporary Transfers

When the Company intends to carry out a temporary transfer from one classification to another within the same section, or from one section to another, or within the same classification but from one section to another, the following procedure applies:

- a) amongst the employees of the classification and the department affected (that is to say, from the place in which the Company intends to carry out the transfer) who are on the work premises, and who are available and reasonably competent to perform such work, the Company shall offer the temporary transfer by order of seniority and, if it has not obtained a sufficient number of employees, it may then assign employees by inverse order of seniority;
- b) the employee who has been temporarily transferred to a position in which the hourly rate is greater than his own, shall receive the rate relating to the position for the number of hours worked, on the condition that he work for more than one (1) consecutive hour;
- c) the employee who has been temporarily transferred to a position where the regular hourly rate is equal to, or inferior to his regular rate, retains his own regular hourly rate.

The use of transfers shall not be the direct cause of a lay-off, nor may they be used for the purposes of preventing the recall of employees to work, or to prevent the creation of new positions.

ARTICLE 13

TECHNICAL AND TECHNOLOGICAL CHANGES

13.01

In the case of a technological change, the definitive closing of a department or a part thereof, or the technical modification in work methods or processes, which has the effect of substantially modifying the nature of the work of an employee or modifying one (1) or many classifications, abolishing one (1) or many classifications, or creating one (1) or many new classifications, the Company agrees to so advise the Union in writing of these changes two (2) months in advance.

This notice must include the following information: the nature and the precise goal of the change, the date on which the Company proposes to carry out the change, and any other pertinent information.

13.02

- a) The Company agrees, when a technical or technological change occurs, to permit the affected employees to acquire the qualifications, knowledge and competence required to maintain their jobs by allowing them a sufficient training period in the circumstances, and said training period shall be held during the work hours and shall not exceed thirty (30) working days (five (5) days per

week). Should it be impossible for the training to occur during normal business hours, it may be held after hours as long as it is not during an employee's vacation period. During this training period, the employee shall be remunerated. In cases where the employee is incapable of adapting within the required delay, he is presumed to be laid off and Section 11 shall apply.

- b) In all other cases provided for in Sections 13.01 and 13.02, the employee who has made known his choice of transfer shall benefit from a training period which is sufficient given the circumstances, but which does not exceed ten (10) working days.

13.03 Should these changes lead to the elimination of one (1) or more classifications, or the creation of one (1) or more new classifications, as the case may be, Section 11 or Section 12, shall apply.

13.04 However, an employee who has accumulated at least one (1) year of seniority and who is laid off, exceptionally accumulates seniority and retains a right of recall for two (2) years.

ARTICLE 14

SECURITY, SAFETY AND HEALTH

14.01 **General Principle**

- a) The Company must take adequate measures in order to ensure the safety and to protect the health of its employees during work hours.
- b) The Union agrees to cooperate with the Company in order to promote and encourage education on safety, the prevention of accidents, and to cooperate in ensuring that the employees obey the requirements of the provincial authorities, as well as all reasonable regulations which may be adopted in order to ensure safe, healthy and hygienic work conditions.

14.02 **Safety and Health Committee**

- a) Within thirty (30) days following the signing of this Agreement, a joint committee on safety composed of two (2) representatives of the Company and two (2) representatives designated by the Union must be formed. Each party must inform the other, in writing, of the names of its representatives and of every subsequent change.
- b) The mandate of this committee is to study safety and hygiene problems, as well as to make recommendations to management with respect to these problems. To this end, the joint committee shall meet once a month, and when necessary, at the request of one of the parties.
- c) The meetings are to be held between 9:00 a.m. and 5:00 p.m., and there shall be no loss of regular salary for

the Union representatives. During these meetings, each party may be assisted by an outside specialist in matters of safety and health of which he will assume the costs.

14.03

Dangerous Work

An employee shall not be forced to expose himself to any grave and disproportionate risk to his health and safety in the performance of his functions. Should an employee feel that this is the case, the following procedure applies:

- a) the employee must immediately inform his Service Manager, who shall assign him to any other available work in that section;
- b) the Service Manager must immediately inform two (2) members of the joint committee on safety, namely one (1) representative of the Company and one (1) representative of the Union;
- c) as soon as possible, these two (2) representatives must make an inquiry and render a decision on the matter. In the absence of an agreement between these two (2) representatives, an inspector from the CSST shall be seized with the problem and his decision shall be executory.

14.04

Accident Report

Following a work related accident resulting in grave injury (meaning an injury which is to be compensated under the Act Respecting Industrial Accidents and Occupational Diseases), or in death, two (2) members of the joint committee on safety (i.e. one (1) representative of the Company and one (1) representative of the Union) must inquire into the accident. As soon as possible, each one shall produce a report before the joint committee on safety indicating the circumstances and causes of the accident, as well as the corrective measures which should be introduced.

14.05

The Company must make all efforts necessary in order to support employees who are drug or alcohol addicted. In this regard, the parties agree to form, within the two (2) months following the signature of this Agreement, a work committee composed of one (1) representative of the Company and one (1) representative of the Union, which shall come to the assistance of the employees having drug or alcohol related problems.

It is understood that the meetings of the committee shall take place between 9:00 a.m. and 5:00 p.m., and without loss of regular salary for the representative of the Union.

14.06

The Company shall put at the disposal of the chambermaids who so request, an alarm which allows them to signal when they are in trouble. Such an apparatus shall be made available to any employee who is working alone as long as there is agreement to this effect between the parties. The cost, as well as the maintenance of this apparatus shall be assumed by the Company.

14.07

Temporary Assignment

The Company may temporarily assign an employee who has suffered an employment injury to other work while waiting for the employee to be able to carry on his employment or to become capable of performing suitable employment, even if his injury has not consolidated, if the attending physician is of the opinion that:

1. the employee is reasonably capable of carrying out the work;
2. the work does not pose any danger to the health safety or physical integrity of the employee, taking into account the injury;
3. the work is conducive to the employee's rehabilitation;
4. the Union must be involved in all steps of the process leading to the temporary assignment of the employee.

If the employee disagrees with the physician, he may avail himself of the procedure provided for in Articles 37 to 37.3 of the *Act respecting occupational health and safety*, but in such a case, he is not required to do the work assigned to him by the Company until such time as the physician's report has been confirmed by a final decision.

The Company shall pay the employee who does the work to which he has been temporarily reassigned the salary and benefits related to the position held by the employee when his employment injury became apparent and which he would have occupied had he continued to perform the work.

ARTICLE 15**WORK-RELATED ACCIDENTS**

15.01

First Aid

The Company shall put at the disposal of its employees a first-aid kit, in conformity with the standards of the Commission de la santé et de la sécurité du travail, allowing for the treatment of minor injuries that occur at work. These kits shall be placed in every service of the hotel.

15.02

Transport in Case of Work Related Accident

Should medical treatment be necessary due to a work related accident, the Company agrees to transport the injured employee at the Company's expense either to the hospital by ambulance, for emergencies if necessary, or to a doctor of the employee's choice.

15.03

Compensation

- a) An employee who is victim of a work accident is remunerated at his regular hourly rate for every hour lost on the day of the accident, if it is impossible for him to complete his normal work day as a result of the accident.

- b) The Company agrees to provide an indemnity to which the employee is entitled by virtue of an Act respecting Industrial Accidents and Occupational Diseases.

15.04

Handicapped Employees

An employee who, following an accident or illness, no longer meets the normal requirements of his position, has priority through seniority over any vacant and available position, for which, despite his handicap, he meets the normal requirements. This right may be exercised during a period of one (1) year following the decision of the CSST to the effect that the employee may resume work, or following the decision of the appeal tribunal if contested. During this period, the employee accumulates his seniority.

Upon his return to work, said employee must provide a medical certificate attesting to his ability to begin work and detailing the nature and degree of his incapacity or handicap.

15.05

The Company shall, generally on the day of the accident, draft a CSST declaration and shall remit a copy to the employee and to the Union.

The Company shall, upon the request of the Union and upon written authorization of the employee, provide a copy of any correspondence, file, report, etc., pertaining to the employee's work-related accident file.

The Company shall maintain an up-to-date accidents register.

15.06

For the entire duration of his total permanent invalidity caused by a work accident or a work-related illness, the employee shall not be obliged to pay his group insurance premiums, but remains covered by the insurance plan.

15.07

Medical Exam

The employee is deemed to be working if he must be examined by a doctor at the Company's request. All costs incurred in relation to said examination, as required by the Company, shall be assumed by the Company, unless they are paid for by a third party. The doctor must remit a copy of the medical report to the employee, at the latter's request.

An employee may, for valid reasons, make a request to the Company to be examined by another doctor of the Company's choice.

ARTICLE 16**WORK WEEK AND HOURS OF WORK**

16.01

Work Week

- a) The normal work week of all employees subject to this Agreement is of forty (40) hours, spread over five (5) work days from Sunday to Saturday inclusively, within a period of seven (7) calendar days and including two (2) consecutive days of leave.

For those employees whose days of leave span two (2) work weeks (Saturday and Sunday), these days of leave are considered to be consecutive.

- b) This provision shall not be interpreted as creating a daily or weekly guarantee of hours of work or days of work.

16.02

Guaranteed Hours

- a) Every regular employee has the right, for every normal work day, to a minimum remuneration of eight (8) hours of work, paid at his regular hourly rate.

The part-time employee is entitled to such a guarantee for a minimum of six (6) hours at his regular hourly rate.

The regular employee who is responsible for the Mini-Bars is entitled to such a guarantee for a minimum of seven (7) hours, paid at his regular hourly rate.

- b) Exceptionally, every regular employee of the restaurant service, bars and the banquets (except for banquet housemen) has a right to a minimum remuneration of six (6) hours of work at his regular hourly rate, for every normal work day. Included within this guarantee of six (6) hours, the employee who is working a split shift has the right to a minimum remuneration equal to three (3) hours of work, paid at his regular hourly rate, for each part of his split shift.

The part-time employee of said services is entitled to such a guarantee for a minimum of four (4) hours at his regular rate.

- c) Subject to the provisions of Section 15.03 (a), it is understood that this guarantee ceases to apply when an employee does not perform the work hours for which he has been scheduled, either because he has been excused at his own request, or because he has been dismissed for cause, or due to an event of force majeure (power failure, fire, etc.).

16.03

Work Schedules

- a) In each section and within each classification, while respecting the priority of each category, the employees shall be scheduled according to their seniority and availability.

For the purposes of this Section, the term "availability" shall refer to an employee who is available to complete a full work week, as is defined in Section 16.01 of the Collective Agreement.

- b) The purpose of Section (a) is to allow the employees having seniority and category priority to complete a full work week.

- c) Reduced Work Week

For reasons pertaining to his health, age, family situation, studies or for other particular reasons agreed upon between the parties, a regular employee may ask to be scheduled for fewer days than he would normally be scheduled for, in accordance with the provisions of Article 16 herein. Such request shall be made in writing by the regular employee to the Director of Human Resources and shall state the requested reduction as well as the period of time for which such reduction is requested, it being agreed that the period may not be for less than four (4) months.

A regular employee may not request to work less than the number of days required to maintain his status as a regular employee.

Should the request be granted by the Director of Human Resources, the reduction in the number of days comes into force for the time period agreed upon between the regular employee and the Director of Human Resources. However, the Company reserves the right to call back the employee in exceptional circumstances, should the need for his services arise, and if the Company does not have in its employ any available personnel at the regular rate.

A regular employee who benefits from such a reduction in the number of days may not hold any other job in the hotel or elsewhere, barring which the agreement is annulled.

A copy of the agreement shall be provided to the Union.

- d) Only the Café Fleuri Restaurant may have split shift positions spanning a maximum period of twelve (12) hours.
- e) The Company must post the regular and part-time employees' work schedule, seven (7) calendar days in advance. Exceptionally, in the chambermaids' section, the work schedule shall be posted on the Friday preceding the week for which it applies. Said schedule may be modified as needed, with a prior notice of twenty-four (24) hours given to the affected employees, that is, the chambermaids. Notwithstanding the foregoing, it is understood that past practices with respect to the other classifications shall be maintained, the whole subject to the provisions of Section 11.

However, for purposes of application, the fact of adding one (1) or more days of work to a schedule already posted, or the fact that a normal workday may be reduced from eight (8) to six (6) hours even though a schedule has already been posted in the restaurant, bar and banquet services (except for banquet housemen), does not constitute a modification of the schedule. In the first case, the affected employees remain free to accept the non-scheduled work which has been offered to them.

- f) The employees may not be subject to more than two (2) different timetables per work week.
- g) Notwithstanding an agreement to the contrary between the Company and an employee, the employee must benefit from a period of twelve (12) hours of rest between shifts.

16.04

Group Premiums

- a) With the exception of tip employees, and of those who receive a premium relating to split shifts as per Section b) hereafter, the employees who are called to work during the evening or at night, benefit from an hourly premium of Fifty Cents (\$0.50) for each hour worked between 8:00 p.m. and 6:00 a.m. Are also excluded from the payment of this premium, the night clerk and night auditor, who continue to receive an annual premium of One Thousand Dollars (\$1,000) paid in conformity with past practice.
- b) Every employee who works split shifts, receives a premium of Two Dollars and Fifty Cents (\$2.50) per work day.
- c) The waitresses for room service receive an hourly premium of Fifty Cents (\$0.50) per hour worked between 11:30 p.m. and 7:00 a.m.

16.05

Tardiness

At the beginning of the normal workday, where an employee is less than 10 minutes late in reporting to work, he does not suffer any cut in pay. However, beyond this 10 minute period, he shall not be paid for any such time lost. It is understood, that an employee is considered to be late when he arrives at his work team after the beginning of the normal workday.

The current system of control of attendance at work shall be maintained. The employees in Groups 2, 3 and 4 are subject to the same control system as the employees of Group 1.

16.06

The parties agree that the Company must keep in its possession, for a period of four (4) weeks, the initial and the final employee work schedules.

ARTICLE 17**MEAL AND REST TIMES**

17.01

Meals

- a) Every employee has the right to a half (½) hour unpaid meal time for each normal work day. The Service Manager establishes the individual meal times towards the middle of the day.
- b) The Company shall set up a cafeteria service for all of its employees. This service will offer both hot and cold meals of high quality as well as various beverages.

The Company shall deduct from the pay of every employee three dollars and fifty cents (\$3.50) per workday, plus taxes, from each employee, to cover meal costs. This deduction shall not apply to employees assigned to the night shift and to employees who, for medical reasons (supporting justification required) cannot take their meals in the hotel cafeteria.

17.02

Rest Periods

Every employee has the right to a paid rest period of fifteen (15) minutes for every half (1/2) day worked. The employees of Groups 2 and 4 benefit, in accordance with past practices, from a rest period of fifteen (15) minutes for each half (1/2) day worked. These two periods of rest shall be added to the rest period of thirty (30) minutes stipulated in Section 17.01(a).

The Service Manager fixes the individual rest periods around the middle of each half (1/2) work day.

17.03

Meals and Rest Periods during Overtime

- a) An employee who works four (4) consecutive hours of overtime, has the right to an additional paid rest period of fifteen (15) minutes at the applicable rate.
- b) An employee who works eight (8) consecutive hours of overtime, has the right to an additional half (1/2) hour paid period and to a supplementary paid rest period of fifteen (15) minutes, at the applicable rate.

ARTICLE 18**OVERTIME**

18.01

Definition

- a) Every overtime hour worked in addition to the eight (8) hours of daily work, is remunerated at the employee's hourly rate plus fifty percent (50%). However, the employees of Groups 2, 3 and 4 benefiting from the half (1/2) hour paid mealtime, are remunerated at their regular hourly rate for the time worked between seven and a half (7½) and eight (8) hours of work.

- b) Every hour worked daily over and above twelve (12) hours, is remunerated at the regular hourly rate plus one hundred percent (100%).
- c) Every hour worked on the sixth (6th) or seventh (7th) consecutive day is remunerated at the regular hourly rate plus fifty percent (50%) with a minimum guarantee of four (4) hours.
- d) Every hour worked on a holiday is remunerated in conformity with the provisions of Section 19.
- e) Overtime is, at the choice of the employee, paid in money or is reimbursed in time in the following month, at a moment agreed upon by the employee and the Company.

18.02

Division of Overtime

- a) Overtime shall be divided as equally as possible, that is, within each classification of a section, the Company offers the overtime, on a voluntary basis, on a rotation basis, in order of seniority, to the employees who are available on the work premises.
- b) If the Company does not obtain sufficient personnel, it may assign the employees that it requires amongst those available on the work premises, by proceeding in the inverse order of seniority among these employees of the classification and of the section in question who are available on the work premises.

However, no employee may be compelled to provide more than four (4) hours of overtime per day and no more than eight (8) hours of overtime in any given work week.

18.03

Premiums

Premiums shall not be considered as forming part of the regular hourly rate for the calculation of the overtime remuneration.

18.04

Schedule and Changes

Every regular or part-time employee who arrives at work in conformity with the work schedule and who is subsequently advised, without the benefit of the prior notice foreseen in Section 16.03(e), that his work schedule has been modified, is to be remunerated at his hourly rate plus fifty percent (50%) for every hour worked outside of his work schedule.

18.05

Recall to Work

- a) Every employee who has left the work premises after having finished his normal work day and who is subsequently recalled to work, shall receive payment for one (1) additional hour of work for the time of his displacement, plus a minimum of four (4) hours, the whole remunerated at his hourly rate plus fifty percent (50%).

- b) If the recall to work is made between 12:00 am. and 6:00 am., upon presentation of a voucher, the Company shall assume the cost of transportation of the recalled employee.

ARTICLE 19

HOLIDAYS

19.01

Enumeration

The Company shall grant to each regular employee the following holidays:

1. New Year's Day;
2. The day after New Year's Day
3. Good Friday;
4. Victoria Day;
5. Fête Nationale (St. Jean Baptist Day);
6. July 1st (Canada Day);
7. Labour Day;
8. Thanksgiving;
9. Christmas;
10. The day after Christmas;
11. the employee's birthday; and
12. the anniversary of the date upon which the employee began to work at the Company.

The holidays for birthdays and for the anniversary of the starting date of the employee's service may be postponed to another date falling within the two (2) weeks preceding or following said holidays, upon agreement between the employee and his chief of service.

19.02

Conditions

- a) A regular employee who has not been scheduled to work and who is not working on a holiday, is entitled to a remuneration equivalent to his regular salary to which he would normally be entitled, when he is regularly scheduled to work.
- b) In order to receive the remuneration provided for in section a) above, the regular employee must have worked, according to his schedule, on the last day prior to the holiday and on the first day after the holiday, except in the following cases:
1. if the regular employee was absent from work, for any reason provided for herein, for five (5) calendar days or less either prior to, or following the holiday;
 2. The regular employee who has been laid-off receives the benefit of the payment for the paid holiday if he works for a period of eleven (11) days, spanning five (5) days prior to and five (5) days following the paid holiday.

19.03

Work on Holidays

- a) The regular employee who is scheduled to work and who works on a holiday is, in addition to his holiday pay, remunerated at his regular hourly rate plus fifty percent (50%).
- b) The regular employee who is scheduled to work and who does not show up for work on the holiday, has the right to be paid for the holiday only if he gives a valid reason for his absence, such as illness or other serious impediment.
- c) The regular employee who has not been scheduled to work and who works on a holiday is, in addition to his holiday pay, remunerated at his regular hourly rate plus one hundred percent (100%).

19.04

Special Provisions - Part-Time Employees

- a) A part-time employee who has completed his probation period shall receive, with each paycheck, an indemnity equal to four and eight tenths percent (4.8%) of his salary in compensation for the holidays mentioned in Section 19.01.
- b) Said part-time employee who has not been scheduled to work and who effectively works on a holiday, shall be remunerated at his regular hourly rate plus one hundred percent (100%), in addition to receiving the indemnity provided for in Section (a) of this Section.
- c) The said part-time employee who is scheduled to work, and who effectively works on a holiday, is remunerated at his regular hourly rate plus by fifty percent (50%), in addition to receiving the indemnity provided for in Section (a) of this Section.

ARTICLE 20**ANNUAL VACATIONS**

20.01

Vacation Plan

- a) Every employee has the right to annual vacations, whose length and remuneration shall be determined according to the number of years of continuous service since the employee entered into the service of the Company, in the following manner:
 - 1. the employee, who has completed one (1) year of continuous service, has the right to two (2) weeks of annual vacation paid at a rate of four percent (4%) of his salary earned in the reference year;
 - 2. an employee, who has completed three (3) years of continuous service, has the right to three (3) weeks of annual vacation paid at a rate of six percent (6%) of his earned salary in the reference year;
 - 3. an employee, who has completed seven (7) years of continuous service, has the right to four (4)

weeks of annual vacation paid at a rate of eight percent (8%) of his earned salary in the reference year;

4. an employee, who has completed ten (10) years of continuous service, has the right to five (5) weeks of annual vacation paid at a rate of ten percent (10%) of his earned salary in the reference year; and
5. An employee who has completed fourteen (14) years of continuous service, has the right to five (5) weeks of paid vacation time annually to be paid at a rate of eleven percent (11%) of his salary earned in the reference year.

The current modification does not apply to those vacations already acquired at the time of the signing of the Collective Agreement.

- b) The reference year refers to the twelve (12) months preceding the anniversary of the date upon which the employee entered into the service of the Company.
- c) The employee who takes his vacation between the first (1st) of January and the thirty-first (31st) of March has the right to an additional paid vacation of one (1) day for every full week of vacation taken between these dates.

20.02

Vacation Periods

- a) The twelve (12) months following the anniversary of the date on which the employee entered into the service of the Company, are considered to constitute the time period within which the employees must take their vacations.
- b) Within this period, every regular employee has the right to take at least four (4) consecutive weeks during the period extending from the first (1st) day of June to the fifteenth (15th) day of September.

20.03

Choice of Vacation Dates

- a) For the vacation periods taken between the first (1st) day of May and the thirtieth (30th) day of September of every year, the employees must indicate their preference on a list set aside for this purpose, between the first (1st) day of March and the thirty-first (31st) day of March. The list of vacation dates shall be posted on the fifteenth (15th) day of April at the latest.
- b) For the vacation periods to be taken between the first (1st) day of October and the thirtieth (30th) day of April, the employees must indicate their preference by on a list set aside for this purpose, between the first (1st) day of August and the first (1st) day of September. The list of vacation dates shall be posted on the fifteenth (15th) day of September at the latest.
- c) While respecting the category priority, and in order of seniority, the Company determines the number of

employees who may leave on vacation at the same time, subject to the application of Section 20.02 (b), as long as twenty percent (20%) of the employees in each section or in each service where no section exists, may leave on vacation at the same time. In every case, twenty percent (20%) may not be inferior to one (1) worker.

Independently of the foregoing, an employee may, with the approval of the Director of Human Resources, take his vacation instead of being laid off. The employee's decision shall not be unreasonably refused. In such a case, the 20% rule shall not apply.

- d) The Company may force an employee to make known his choice under the terms of this Section, by way of a fifteen (15) days written notice to this effect. If an employee does not make known his choice after receiving said notice, the Company may determine the vacation dates for said employee, which shall fall within the second period of vacation dates, according to the anniversary date of the hiring of the employee.
- e) An employee who is absent from work for a period of more than six (6) months during the reference year may opt to take his vacation as provided for in Article 20.03 or to take only two (2) weeks vacation paid according to the rates provided for in Article 20.01. For the purposes of this paragraph, the employee must notify the Director of Human Resources to that effect at least one (1) month before the commencement of his vacation.

20.04

Carried Over Vacation

An employee who is unable to take his vacation during the period established by the schedule, either due to illness or due to an accident occurring before the date of his vacation period, shall so advise the Company, as soon as possible and before the date established for his vacation period, except in cases where it is impossible for him to do so on account of physical incapacity. In such cases, the said employee may defer his vacation to another date by making a new choice from the available vacation periods.

20.05

Remittance of Vacation Pay

Vacation pay is remitted to the employee on the second to last paycheck before the date of his departure on his annual vacation.

If the amount of the vacation pay is not known, the payment is made according to an estimate. The adjustment is made on the first paycheck following the moment the exact amount is established.

The Company must indicate the following on the cheque stub on which the vacation pay is included: the amount of salary upon which the calculation of his vacation pay has been based, as well as the period and the percentage which represents his vacation pay.

20.06

Holidays and Annual Vacations

If one or several holidays provided for in this Agreement fall within the annual vacation of a regular employee, the employee may choose to either take the holiday immediately at the beginning of his vacation period, or to be paid for the holiday. The regular employee must advise his Service Manager of his choice at least one (1) week prior to the date of his departure on vacation.

20.07

Departure

When an employee leaves the Company, he has a right to benefit from vacation time accrued but not used on the date of his departure. In the case of death, said benefits are to be paid to the estate of the employee.

20.08

An employee may opt to change one (1) of his vacation weeks into five (5) days of holiday. The employee who intends to take advantage of the provisions of this section must make it known during the period in which the vacations are chosen as provided for in Section 20.03 b).

These holidays shall be taken after an arrangement is reached between the employee and the Service Manager.

20.09

During the summer vacation time period (from June 1st until September 15th), the night shift employee may ask to be transferred to the day shift in order to act as the replacement worker during vacations.

ARTICLE 21**SPECIAL HOLIDAYS**

21.01

List of Special Holidays

Every employee benefits from the following special holidays:

- a) Upon the death of a spouse or of a child: five (5) consecutive days from the date of death;
- b) upon the death of a father, mother, sister, brother, mother-in-law, or father-in-law: three (3) consecutive days from the date of death;
- c) upon the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, or grandfather: one (1) day, being the date of the funeral;
- d) upon the birth or the adoption of a child: two (2) days.

21.02

Right to Holidays

Every special holiday enumerated above, may be taken without loss of regular salary for the employee, that is to say that the said employee is remunerated for the normal hours that he would have worked on that day according to his schedule, had it not been for the events giving rise to the holiday. Without limiting the generality of the foregoing, it is understood that no indemnity shall be payable should the holiday arises during the vacation period of the employee, or during his absence from work for reasons of illness or for any other reason.

21.03

Distance

In cases where the funeral foreseen in Section 21.01 takes place more than five hundred (500) kilometres from the residence of the employee, the Company agrees to give the employee leave without pay for a reasonable duration, in order to allow him to attend said funeral.

21.04

Vouchers

In all cases foreseen in this Article, the Company may require vouchers upon the return of the employee.

ARTICLE 22**JURY DUTY AND PERSONAL HOLIDAYS**

22.01

Personal Holidays

As long as the production requirements of the Company are met, and after reaching an agreement with the Company, an employee may take leave from his work without pay for a personal reason. Permission for such leave may not be unreasonably withheld by the Company.

The employee must present his request as soon as possible, at least seven (7) calendar days in advance, except in cases where the situation was unforeseen and out of his control.

22.02

Holidays for Marriage

- a) The employee benefits from a one (1) day paid holiday, and of four (4) days holiday without pay, for his own marriage.
- b) An employee benefits from a one (1) day holiday without pay on the occasion of the marriage of a child, brother, sister, mother, or father, on the condition that he has advised his Service Manager at least seven (7) days prior to the marriage.

22.03

Elections

- a) The Company shall grant the time required to allow employees to vote in all federal, provincial or municipal elections, as provided for in the applicable legislation.
- b) The Company may not change the regular work schedule of an employee in order to avoid its above-mentioned obligation.

22.04

Holidays for Jury Duty

A regular or part-time employee called upon to act as a jury member, may be absent from work without loss of salary, after deducting the indemnities paid by the Courts, the whole upon presentation of an official proof of payment of the court indemnity.

22.05

Leave for Public Affairs

- a) Upon written request to the Company of at least seven (7) calendar days in advance, the Company shall grant to an employee running in a federal, provincial, municipal, school or Union election (CSN, FC or CCMM), leave without pay for no more than thirty (30) days.
- b) An elected employee is entitled to leave without pay for the duration of his term of office. During this leave, his seniority continues to accumulate up to a maximum of one (1) year, after which, his seniority stabilizes. At the end of his term of office, and upon prior written notice of fourteen (14) days, said employee shall resume his previously held position, subject to the application of the provisions of Section 11 of this Agreement.
- c) An employee elected to a Union position is entitled to leave without pay for the duration of his term of office. During this leave, his seniority continues to accumulate up to a maximum of three (3) years, after which, his seniority stabilizes. At the end of his term of office, and upon prior written notice of fourteen (14) days, said employee may renew his leave or resume his previously held position, subject to the application of the provisions of Section 11 of this Agreement.

22.06

Sabbatical Leave

The employee who has ten (10) years or more of seniority has the right to a leave for a maximum time period of one (1) year.

The employee must advise the Company thirty (30) days in advance of his intention to invoke this provision.

At the end of his leave without pay, or at any time during such leave, but after having given a notice of his return of at least thirty (30) days in advance, the employee shall reclaim his previously held position or any position which will give him the right to the application of Section 11, in the case where his position no longer exists.

22.07 For the duration of the leave provided for in Section 22.06, the employee continues to accumulate his seniority and he may, if he desires, remain covered by the group insurance plan on condition that he totally assume the monthly cost of the premiums.

ARTICLE 23

PARENTAL RIGHTS

23.01

General Conditions

A pregnant employee has the right to maternity leave without pay on the condition that she produces a medical certificate confirming her pregnancy and the date scheduled for the birth.

- a) An employee having one (1) full year or more of service shall receive an indemnity equal to sixty percent (60%) of her regular salary during each of the first two (2) weeks of her maternity leave.
- b) A regular employee with one (1) full year or more of service may be absent for up to a maximum of five (5) half days, without any loss of regular salary, for doctor's visits relating to her pregnancy. The employee shall produce a medical certificate to such effect.

23.02

Work Stoppage

- a) A pregnant employee may cease to work at any time during the course of her pregnancy upon her doctor's recommendation. In any event, the employee shall cease to work no later than two (2) weeks prior to the date scheduled for the birth.

The employee shall advise the Company of the date of her departure at least three (3) weeks prior to such departure, except if it is impossible for her to do so.

- b) The employee who suffers a miscarriage has the right to a leave without pay for a period of time prescribed by her doctor.
- c) Six (6) weeks prior to the birth, the Company may require that the pregnant employee provide a written medical certificate stating that she is still capable of working. If the employee refuses or neglects to furnish such certificate within a delay of eight (8) days, the Company may oblige her, by written notice to such effect, to immediately commence her maternity leave.

23.03

Return to Work

The employee shall return to work within eighteen (18) weeks following the birth or the miscarriage, except if she provides the Company with a medical certificate from her doctor stating that she is unable to return to work. In such event, her leave will be extended for the period prescribed by the doctor.

23.04

Personal Leave pursuant to Childbirth

- a) Following the birth and following a written request at least thirty (30) days prior to the date scheduled for her return to work, the employee who so wishes may take leave without pay for a maximum period of one (1) year in order to take care of her child.

The employee may return to work at any time during that time; however, she shall advise the Company of her intention to do so, and of her scheduled date of return at least one (1) month in advance.

The employee who does not hold a determined position may return to work, on the basis of a reduced work week, following an agreement as to the modalities of said reduced work week between the employee and the Service Manager. It is understood that the employee cannot work in positions other than her own in the period during which she benefits from the reduced work week.

- b) The provisions of paragraph a) shall apply to an employee who adopts a child, who is at the time of the adoption under the age of twelve (12).
- c) **Paternal Leave**

The provisions of paragraph a) shall also apply to the father of the child. However, if both members of the couple are employed by the Company, the one (1) year leave may be divided between the two.

23.05

Return to Previous Position

Upon return, the employee shall reclaim her usual position and the provisions of the Collective Agreement shall apply in order to determine the assignment of the replacement personnel.

If the position that she occupied prior to maternity leave has been eliminated, the provisions set forth in Section 11 shall apply.

23.06

Upon return from her maternity leave, the Company shall grant to the employee all advantages stipulated by law.

23.07

The employee taking maternity leave shall retain her seniority throughout such leave.

23.08

During the maternity leave provided for in this Section (but not including personal leave pursuant to childbirth), the employee shall be covered by the group insurance plan without any cost to the employee.

23.09

An employee is entitled to five (5) days leave for the birth or adoption of her child. The first two (2) days of leave are paid for provided that the employee has sixty (60) days of continuous service.

This leave may be split at the request of the employee. It may not be taken after the expiration of fifteen (15) days after the child has arrived at the residence of the father or mother.

The employee must advise the Company of such absence as soon as possible.

However, an employee who adopts the child of his spouse is only entitled to two (2) days leave without pay.

23.10

An employee is entitled to five (5) days leave per year, without pay, in order to fulfill obligations related to the care, health or education of her minor child where the employee's presence is required due to unforeseeable circumstances or circumstances beyond her control. The employee must have taken all reasonable steps at her disposal to make alternate arrangements regarding her obligations and to limit the length of the leave.

The leave may be split. A single day may also be split with the approval of the Company.

23.11

An employee is entitled to leave without pay for a pregnancy-related examination to be conducted by a physician or by a midwife pursuant to the *Act respecting the practice of midwifery in the context of pilot projects* (S.Q., chapter 12).

The employee must advise the Company as soon as possible of when she will take such leave.

ARTICLE 24

SICK LEAVE CREDITS

24.01

Sick Leave Credits

- (a) From the first day following the end of his probation period, a regular employee who has not completed one (1) full year of service on the fifteenth (15th) day of June of each year, shall accumulate one-half (1/2) day of sick leave for each full month of service.
- (b) All regular employees having completed one (1) full year of service by the fifteenth (15th) day of June of each year, shall have accumulated eight (8) days of sick leave credits. Such sick leave credits shall be credited on the fifteenth (15th) day of June of each year and, no later than the following first (1st) day of July, the Company shall advise each regular employee in writing of the number of days of sick leave credits accumulated during the current year.

The seventh (7th) and eighth (8th) days of unpaid sick leave may only be used once the paid sick leave credits have been used up.

24.02

Use of Credits

The sick leave credits shall be used to compensate the loss of regular salary during the waiting period stipulated under the insurance plan with respect to illness. However, the regular employee only has a right to be paid for such sick leave starting from the second (2nd) consecutive day of absence from work, within his work schedule.

24.03

Remuneration

The regular employee who uses the days of sick leave shall receive, for each day of absence, a remuneration equal to the regular salary that he would have earned if he had worked, according to his work schedule.

24.04

Notice of Absence and Medical Certificate

- (a) In the event of absence due to illness, the employee shall advise his Service Manager or Security Officer on the first (1st) day of his absence prior to working hours, unless physically unable to do so.
- (b) For all absences of three (3) consecutive days or more, within the employee's work schedule, the Company may request a medical certificate.

In such a case, the cost of the medical certificate shall be reimbursed up to \$25.00 upon presentation of the physician's invoice where the physician charges for such certificate.

- (c) Where an employee's absences are regarded as abusive, the Employer shall send him written notice to that effect and, if the situation persists, the Employer may require a medical certificate on the first day of any future absence.

24.05

Reimbursement for Unused Credits

- (a) Accumulated or credited sick leave days which have not been used by the fifteenth (15th) day of June of each year shall be paid, up to a maximum of six (6) days, to each regular employee by special cheque issued no later than the following first (1st) day of July, at the regular hourly rate of said employee.
- (b) In the event of the departure of a regular employee who falls under the provisions of Section 24.01 (a), accumulated unused sick leave days shall be paid to the employee on his last paycheck; if the employee in question falls under the provisions of Section 24.01 (b), such employee is presumed to have accumulated one half (1/2) day of sick leave for each full month of service from the fifteenth (15th) day of June of the current year and a corresponding credit or debit is then made on his last paycheck.

24.06

A part-time employee shall receive an amount equal to two and four-tenths percent (2.4%) of his salary for each pay period as sick leave, instead of accumulating such sick leave.

ARTICLE 25**GROUP INSURANCE**

25.01

Group Insurance Plan

The parties agree to maintain in force the current Group Insurance Plan.

25.02

It is understood between the parties that:

- (a) the insurance policies are issued jointly in the name of Place Desjardins Inc. and Syndicat des travailleuses et travailleurs de l'Hôtel Méridien Montréal (CSN);
- (b) the Company shall administer the different insurance plans;
- (c) the Union may appoint a representative to obtain the required information from the Company with respect to the administration of the different insurance policies;

The Union, as a signatory to the various insurance plans, shall have the right to any information to which the Company has a right, namely, any information that the insurer may make public without affecting the confidentiality of the individual files;

- (d) the parties shall jointly choose the insurer;
- (e) The costs of the Group Insurance Plan shall be shared fifty percent (50%) by the Company and fifty percent (50%) by the employee. The parties agree to call for tenders within ninety (90) days of the signing of the Collective Agreement in an attempt to reduce group insurance costs.
- (f) the Company agrees to include the declared tips in the calculation of salary insurance premiums. The period of calculation shall be the six (6) months preceding the change in hourly rates;
- (g) for absences of less than three (3) months and for maternity leave, the insurance plan shall be maintained;
- (h) The regular employee shall qualify for the benefits of the Insurance Plan after having worked for thirty (30) days following his probation period.

The part-time employee does not qualify for the benefits of the Insurance Plan but may become so qualified after having worked thirty (30) days following the acquisition of the status of regular employee.

25.03

Copies of the Group insurance policies

The Company and the Union shall each hold a copy of the group insurance policies in force as well as all annexes. The insurance company shall provide each employee with a brochure, outlining the provisions of and the protection afforded by said plan.

25.04

Maintaining insurance policies in effect in the event of a layoff or leave provided for in the Agreement

- a) In the event of a layoff or leave provided for in this Collective Agreement, the Employer shall continue to make the payments of its share of the group insurance premium provided that the employee notifies the Employer that it wishes to maintain his insurance coverage in effect and provided that he continues to pay his share. The employer shall continue payment of its share of the premium for a maximum of eighteen (18) months. This period shall be extended to twenty-four (24) months for leave due to illness of a non-occupational accident. After this period, if the employee wishes to maintain his insurance benefits, he must assume the entire cost of the premium, namely his own as well as the Employer's share.
- b) To this effect, the employee must make arrangements with the paymaster regarding the terms of payment during his leave. If the employee cannot continue to pay his share of the premium, he shall inform the paymaster and the Employer undertakes to pay the employee's share of the premium for an amount not exceeding the vacation pay due to the employee upon being laid off or upon taking leave provided for under this Collective Agreement. The reimbursement by the employee of said premiums upon termination of the layoff or leave provided for in this Collective Agreement may be spread over a period agreed to between the employee and the paymaster.

ARTICLE 26**WORK CLOTHING AND EQUIPMENT**

26.01

Uniforms

- (a) The Company shall provide and maintain, at its costs, the employees' uniforms. The Company will replace these uniforms as the need arises.
- (b) When an employee leaves, is dismissed or laid off, he shall return his uniform to the Company, failing which the cost of same shall be deducted from his last paycheck.
- (c) **Nylon stockings**

On July 1 of every year the Employer shall pay to every full-time employee required to wear nylon stockings for work, an annual indemnity of seventy dollars (\$70.00) in cash. For part-time employees who have accumulated at least one thousand (1,000) hours of work, the indemnity is thirty-five dollars (\$35.00). The Employer reserves the right to determine stocking colour.

26.02

Safety Shoes

All regular employees working in the maintenance, kitchen and dishwashing services, as well as banquet and floor housemen and housekeeping service chambermaids, as well as mini-bar maids, barmaids and porters, shall be entitled, once a year upon presentation of receipts, to a reimbursement equal to one hundred percent (100%) of the cost of a pair of safety shoes that satisfy Company requirements, up to a maximum reimbursement of seventy dollars (\$70.00). The housekeeping chambermaids are also entitled, on the same conditions, to a maximum reimbursement of one hundred and ten dollars (\$110.00) once every two (2) years. The Company shall provide porters with winter boots.

For part-time employees who have accumulated at least one thousand (1,000) hours of work are also entitled, on the same conditions, to a maximum reimbursement of thirty-five dollars (\$35.00) in cash. The wearing of such shoes is obligatory.

26.03

Work Equipment

The Company shall furnish all necessary work equipment in accordance with past practices. The Company shall pay a usury fee of Eighty dollars (\$80.00) paid to each employee in the maintenance department who uses his own equipment.

The Company shall pay a fee of ninety dollars (\$90.00) on or about December 30 of every year to regular kitchen employees with one (1) year of service who must provide their own knives.

26.04

The Company shall furnish adequate seating for the information services.

ARTICLE 27**GENERAL PROVISIONS**

27.01

Schedule "D" with respect to employees available for extra banquet work shall form an integral part of this Collective Agreement.

27.02

Specific Work Conditions

- a)
 1. The work load for the chambermaids is a maximum of fourteen (14) rooms per day.
 2. Except for the last odd room, in the evening, the chambermaids shall work two (2) per floor when there are at least two (2) chambermaids or more working. This provision shall not apply to the last chambermaid if the number of chambermaids is uneven.
 - 3.a) Four and a half (4 1/2) turndowns are equal to one (1) room.
 - 3.b) Where the chambermaid has more than twelve (12)

check-outs to do in one day, the number of rooms shall be reduced by one (1) room.

4. When a chambermaid works on more than two (2) floors, she will not be obliged to clean more than thirteen (13) rooms.
 5. For the purposes hereof, a small suite shall be equal to two (2) rooms.
 6. a) For the purposes hereof, a presidential or vice-presidential suite shall equal to three (3) rooms.
 6. b) An executive suite shall be equal to two (2) rooms if rented with a bedroom and living room. An executive suite shall be equal to three (3) rooms if it is rented with two (2) bedrooms and a living room.
 7. When a chambermaid informs the Company that she is pregnant, the maximum number of rooms to be cleaned by her per day is reduced by two (2), as soon as she furnishes a medical certificate confirming her pregnancy.
 8. The work sections are distributed to the chambermaids according to their seniority, that is the chambermaid with the most seniority is first to choose her section and so forth, and this occurs each time a work section becomes available following the definitive departure of a chambermaid.
- b) All chambermaids or room personnel shall have the right to One Dollar (\$1.00) for each additional folding bed ("cot") as well as for each baby's bed.
 - c) Upon the arrival of a group under contract the porters are entitled to a One Dollar and Forty-five Cent (\$1.45) premium per item of baggage, where the client has been charged this amount beforehand.

It is understood that such payment shall apply to the arrival as well as the departure, and that the expression "arrival of a group" is defined in accordance with past practice.

- d) In the room service section, the employee who provides a free service to the room shall have the right to a tip equal to fifteen percent (15%) of the total cost, excluding the cost of the flower baskets.
- e) Check room employees are scheduled in accordance with the provisions of this Collective Agreement.
- f) It is understood that the porters shall not be responsible for night and day notice boards.

27.03

Reception

- (a) The workday of a reception clerk shall commence at his scheduled hour and shall end upon the return of the proceeds of his cash register.
- (b) Prior to the end of his shift, the reception clerk shall be entitled to a half hour (½ hr.) to balance his cash.
- (c) The reception clerk shall be entitled to an annual amount of one hundred dollars (\$100.00) regarding his cash shortages where he has surplus cash, the surplus shall be added to the above-mentioned amount. (to be finalized by the Union).
- (d) During the week-end, the general cash is the responsibility of Management.
- (e) Commissions to porter service

One hundred percent (100%) of any commissions coming from tours, limousine companies, etc. shall belong to the employees.

27.04

Kitchen

- (a) The "chef tournant" can only be assigned to one section per day, with the exception of assignments to the banquet section where they can be assigned for a period not exceeding one hour (1 hr).
- (b) Solely for the purposes of the application of Section a) above, it is understood that the term "section" includes the following units:
 - Kitchen
 - Café Fleuri (hot)
 - Café Fleuri (cold)
 - Butcher
 - Bakery
 - Cafeteria
 - "Eté des Indiens"
 - Banquets

27.05

Supervisor

- (a) A floor supervisor is not obliged to do the work of a chambermaid. However, Section 3.04 is applicable by analogy;
- (b) The Company maintains past practices with respect to the assignment of floor supervisors;
- (c) When one or more floors is being renovated, the Company shall assign the same floor supervisor to these floors;
- (d) If a floor supervisor is alone and cannot take her one-half (1/2) hour meal break, the Company shall pay her for the one-half (1/2) hour in addition to her eight (8) hours.

- (e) The floor supervisor may add her two (2) fifteen minute (15 min) rest periods to her half an hour (1/2 hr) period for meals.
- (f) The Company shall furnish the supervisor with at least three (3) trolleys in order to accomplish her work.
- (g) Notwithstanding what is provided for above, the parties shall undertake to discuss in the Work Relations Committee, and to come to an agreement as quickly as possible as to the new sharing of tasks between the supervisors and the housekeeping assistants.

27.06

Office

- (a) The Company acknowledges the principle of a bonus system for the sales' secretaries. The Company shall inform the employees of the objectives, amounts of the bonuses, as well as the conditions for receiving such bonus.
- (b) An employee who replaces a commercial delegate or a Service Manager, either during their vacations or for one (1) full eight (8) hour day at the express request of his immediate superior, shall receive an additional Sixteen Dollars (\$16.00) per day.

27.07

Professional Training

- (a) A development committee comprised of two (2) Company representatives and of two (2) Union representatives shall be formed to establish a development policy and admission criteria, to receive and examine any request for retraining or development of an employee and to make appropriate recommendations to the Company prior to the first (1st) day of August of each year.

The unanimous recommendation of the committee shall bind the two parties.

- (b) The Company acknowledges the need to evaluate the professional needs of the different groups of employees and shall consult the Union in this regard.
- (c) Training programmes shall be established by the Company at its cost, taking into account the priorities of the Company and available funds.
- (d) The Union shall be informed of all training programs.

Each year, the Company shall remit to the Union a list of the training activities which took place as well as the expenses which meet the criteria developed by the SQDM or any other authorized governmental body, the whole concerning the employees who are members of the bargaining unit.

- (e) The parties agree that there is a possibility that the terms of this Collective Agreement will have to be modified, if

necessary, in order to allow for the introduction of certain training programmes.

- (f) All training courses required by the Company shall be taken without loss of regular salary while respecting the employee's work schedule, subject to agreement to the contrary between the parties to modify his work schedule. Costs of registration, school fees, books and necessary technical materials, as well as the cost of transportation and meals, shall be entirely reimbursed by the Company in accordance with the established policies and budgets, the whole upon presentation of vouchers.
- (g) Any training course taken by an employee for his professional development, or in order to improve his performance, shall be previously authorized in writing by the Company for the purposes of reimbursement of school fees when such course has been completed.
- (h) The content of the tests shall be directly related to the qualifications and knowledge required for the performance of the work. The Company shall reveal the results of the tests to the employee when obtained. The employee has the right to see the original copy corrected by the Company. The test results of the employee and of the other candidates, as well as the original corrected copies of the tests of the employee and of other candidates shall be forwarded to the Union, at its request, when there is a hearing on a grievance contesting the results obtained and/or the contents of a test.

27.08

Dishwashing services

In the dishwashing service of the restaurant department, where there is more than one task to be done, the allocation of tasks shall be done by seniority, i.e., the employee occupying the position of dishwasher with more seniority may choose to be assigned the task of dishwasher or potwasher.

27.09

Tip employees

- 1) The Company undertakes to pay a service charge of fifteen percent (15%) to a waitress serving a customer who is part of a "Tour", whose price includes the cost of meals.
- 2) The Company undertakes to include a service charge of fifteen percent (15%) in the case of a cancelled flight where the company whose flight is cancelled pays for the meals of its passengers.
- 3) The Company undertakes to include a service charge of fifteen percent (15%) for the breakfast of flight crews where such meal is paid by the airline company.
- 4) The Company shall mention, on its cards and menus, that service charges are at the customer's discretion.
- 5) The Company agrees to provide on the back of its invoices a clearly marked place to indicate to customers that the tip is not included or to allow them to write the amount of such tip.

6) The Company agrees that, except for the banquet service, where a group of more than eight (8) persons has made a prior reservation and where the customer agrees with the suggestion made by the person in charge of the room that a fifteen percent (15%) service charge be added to the invoice, the waitress assigned to such function shall be so informed and the amount established as the service charge shall be paid to her.

7) Except for the banquet service, on Christmas Day, on New Year's Eve, on New Year's Day, on Mother's Day, Easter, for meals (special menus) taken in the restaurants, a fifteen percent (15%) tip is included on the invoice of all customers and paid to the employee serving such customers.

8) Room Service

A fifteen-percent (15%) service charge shall be included on the client's bill and added to the paycheck of each employee in accordance with the provisions of the service charge distribution policy applicable to room service employees.

ARTICLE 28

ACQUIRED RIGHTS

28.01

Subject to the provisions of this Agreement, the employees shall retain all privileges, advantages and acquired rights of a collective nature that they enjoyed prior to the date of the signing of this Agreement.

ARTICLE 29

SALARIES AND CLASSIFICATIONS

29.01

Classifications and Salary Rates

The classifications and the regular hourly rates for each position are shown on Schedule "C" which forms an integral part hereof.

29.02

Implementation

- (a) All employees governed by this agreement shall receive the regular hourly rate stipulated in Schedule "C" for this position.
- (b) However, an employee on probation shall be paid at the regular hourly rate of the classification, less Five percent (5%).

However, until June 29, 2002, the newly hired employee shall receive ninety percent (90%) of the regular hourly rate for the first seven hundred and twenty (720) paid hours worked.

- (c) The Employer shall include the value of service charges and/or tips declared by the employee or which the Employer has attributed to him on the form for declaring tips prescribed by law, for the purpose of calculating all monetary benefits such as vacations, statutory holidays, personal leave, sick leave, Union leave, salary insurance, parental leave, RRSPs, life insurance, training programs given by the Employer, etc.

For the purposes of estimating the value of the daily tips or service charges of each employee, the Employer shall calculate the employee's average tips and service charges by dividing the total amount of tips declared by the employee or attributed to that employee by the Employer and the service charges received by the employee, by the number of days worked during the period between January 1 and December 31 of the previous year.

For the purposes of estimating the value of the daily tips or service charges of an employee who has not worked a full reference year, namely from January 1 to December 31, the Employer shall use:

1. In respect of monetary benefits such as leave: the value of the daily tips declared by the employee or attributed to him by the Employer and/or the daily service charges received by the employee during the pay period prior to the holiday;
2. In respect of the insurance plan, the value of the daily tips declared by the employee or attributed to him by the Employer and/or the daily service charges received by the employee during his employment prior to the date he joined the group insurance plan.

29.03

Salary Rates Following a Transfer

Any employee whose transfer to another position results in the application of Sections 11 or 12 hereof shall be paid in accordance with the regular hourly rate of the position which he fills.

29.04

Payment of Salary

- a) Salaries are payable by cheque every second Thursday.
 1. The pay week, as well as the work hours, cover the period which runs from Sunday to Saturday inclusively.
 2. For any employee who so wishes, the Company shall deposit his salary directly into his bank account.

- (b) The following details shall appear on the stub of the paycheck of each employee:
- name;
 - period of such pay;
 - number of hours worked;
 - gross amount of pay;
 - details of deductions;
 - net amount of pay.
- (c) In the event that a gross amount of more than Twenty-Five Dollars (\$25.00) is missing from the paycheck of an employee, the Company shall pay, upon the employee's request, an advance equal to such error.
- d) Every employee shall receive his cheque stub or paycheck in an envelope.

The service manager, or in his absence or incapacity the person in charge, shall give the pay to the employee personally. If the employee is absent, his pay shall be left with Security.

29.05

Specific Provisions

- a) If a pay day coincides with a holiday, the employee shall be paid on the previous day.
- b) An employee who leaves the Company, is dismissed or laid off, shall receive his salary and personal effects on the pay day following such decision.
- c) An employee who is laid off for more than three (3) months and who is not eligible for unemployment insurance may, if he so wishes, receive his vacation pay. Notwithstanding Section 2.03 h) hereof, the lay-off must be total in nature, namely for five (5) days a week. It is further understood that such lay-off period shall automatically constitute his vacation period.

29.06

Determination of Salary Rates for New Position

- (a) If a new position is created, or substantially modified, during the term of this Agreement, the applicable regular hourly rate shall be determined by the Company. However, the Union or the employee may contest the regular hourly rate as determined by the Company, by filing a grievance in accordance with the grievance and arbitration procedure.
- (b) In such event, the arbitrator has the authority to determine that the applicable regular hourly rate for the new position in question or such substantially modified position, by comparing the rate to that of other positions similar to the one in question. The salary determined by the Company or decided upon by arbitration will be paid retroactively to the date of commencement of such new position or substantially modified position, unless the arbitrator establishes another date. Schedule "C" shall be automatically modified to include the position and the

corresponding regular hourly rate following the non-contested decision of the Company or, if any, the decision of the arbitrator.

ARTICLE 30

STRIKES AND LOCK-OUTS

30.01

The Company agrees that there shall not be any lock-outs during the term of this Agreement. The Union agrees that there will be no strike, sit-in, slowdown or any other collective action on the part of the Union, which serves to stop or interfere with the operations of the Company during the term of this Agreement.

ARTICLE 31

SCHEDULES AND MEMORANDUMS OF UNDERSTANDING

31.01

The Schedules and the Memorandums of Understanding annexed hereto shall form an integral part of this Agreement.

ARTICLE 32

PENSION FUNDS

32.01

It is understood between the parties that the group RRSP is chosen and administered by the Union for the regular employees of the Company. The Company undertakes to contribute the same amount as that deducted at source from the salary of the employee up to a maximum of three percent (3%) of the regular salary of the employee. The employee may contribute a greater amount into his RRSP if he so desires, without however changing the obligation of the Company. It is understood that the participation of a regular employee in the group RRSP plan is obligatory. It is understood that a regular employee shall not be included in the group RRSP before having worked three (3) months at the Company. The Company undertakes to forward to the trustee, on a monthly basis, the contributions deducted at source to the "simplified retirement fund". The Company shall also forward its contributions to the trustee within that same time delay, and such contributions shall then be placed in a "simplified retirement fund" which shall be set up following the signature of the Collective Agreement. The Company's contribution provided for in this Article shall be transferred to the Simplified Pension Plan.

32.02

Provisions Relating to Pre-Retirement

1. During periods of layoffs, an employee aged fifty-five (55) years or more may choose to be laid off by agreement between the Company, the employee and the Union. Such period may not be less than two (2) consecutive weeks during which the employee does not work.
2. The following measures shall apply to a maximum of five (5) employees during the term of the Collective Agreement:
 - (a) the employee aged fifty-five (55) years or more may decide to double his obligatory contribution to the group RRSP and the Company shall do the same. The employee may benefit from this

provision for a period of five (5) years. At the end of said period, the employee may effectively retire;

- (b) however, in the event of circumstances out of the control of the employee which would prevent him from taking his pre-retirement, a request to leave such programme shall be made to the Company and the Union and they shall, between them, decide if the employee can leave said programme;
- (c) if the employee is authorized to leave the programme he shall reimburse to the Company the excess amount paid by it to the group RRSP, with interest thereon.

32.03 The employee who is fifty-five (55) years old or older, and who has worked for ten (10) years, may opt to work less than a five (5) day work week without having this affect his status. It is understood that the fringe benefits, not including any insurance, shall be reduced on a pro rata basis according to the number of hours worked. In order to take advantage of this reduced work week, the Company, the employee and the Union must reach an agreement with respect to the number of work days required, the duration of the agreement as well as any other pertinent modalities.

32.04 **Retirement preparation courses**

The Employer undertakes to set up, jointly with the Union, annual retirement preparation courses for full-time employees who are fifty (50) years of age or older. Each year a maximum of ten (10) full-time employees, selected in order of seniority, may take these courses. The Employer undertakes to pay the registration costs in respect of the courses up to three hundred dollars (\$300.00) per employee, regardless of whether the employee attends the course alone or with his spouse. It is agreed that an employee who has already availed himself of this provision may not do so a second time.

ARTICLE 33 **TERM OF THE AGREEMENT AND RETROACTIVITY**

33.01 **Term of the Agreement**

This Collective Agreement comes into force on the date of its signing and remains in force until June 30, 2002.

33.02 **Application**

All the provisions of this Collective Agreement shall apply as of the date of the signing of this agreement.

33.03 **Notice of Termination**

The Company or the Union may, within ninety (90) days preceding the expiry of this Agreement, give notice of negotiation to the other party for renewal of this Agreement.

33.04

Extension

The Company and the Union agree that the work conditions set forth in this Agreement will be maintained from the date of expiry of this Agreement until the signing of a new Collective Agreement, subject to the exercise by one or other of the parties of its legal right of strike or lock-out.

33.05

Within the thirty (30) days following the signing of this Agreement, the Employer undertakes to pay the retroactivity owing on the salaries set forth in Schedule C, including remuneration for overtime as well as the shift premium, to all employees in the Company's employ at the time of such signing.

IN WITNESS WHEREOF, the parties have signed in Montréal, this 20th day of September, 1999.

**3017016 A NOVA-SCOTIA COMPANY
AND WYNDHAM MANAGEMENT
CORPORATION CARRYING ON
BUSINESS UNDER THE NAME OF
HÔTEL WYNDHAM MONTRÉAL**

**SYNDICAT DES TRAVAILLEUSES ET
TRAVAILLEURS DE L'HÔTEL MÉRIDIE
MONTRÉAL (C.S.N.)**

SCHEDULE "A"

LIST OF DEPARTMENTS, SERVICES AND SECTIONS

GROUP 1	RECEPTION DEPARTMENT	<u>Reception Service</u> <ul style="list-style-type: none"> • Telephone Section • Concierge Section • Pool Section
	TECHNICAL DEPARTMENT	<u>Maintenance Service</u>
	LODGING DEPARTMENT	<u>General Housekeeping Service</u> <u>Laundry and Dry Cleaning Service</u> <u>Chute service</u>
	CATERING DEPARTMENT	<u>Kitchen Service</u> <u>Dishwashing Service</u> <u>Banquet Service</u> <ul style="list-style-type: none"> • Bar-banquet Section <u>Bar Service</u> <ul style="list-style-type: none"> • Bar Section • Bar-Pool Section • Bar-Service Section <u>Mini-Bar Service</u> <u>Restaurant Service</u> <ul style="list-style-type: none"> • Café Fleuri Section • Room Service Section • l'Eté des Indiens Section
GROUP 2	WELCOMING DEPARTMENT	<u>Reception Service</u> <u>Information Service</u> <u>Reservation Service</u>
GROUP 3	HOUSEKEEPING DEPARTMENT	
GROUP 4	OFFICE DEPARTMENT	
	ACCOUNTING DEPARTMENT	<u>Accounting Service</u> <u>Shop Service</u>

SCHEDULE "B"

In accordance with the provisions of 6.05 a) of this Agreement, the Company recognizes the following number of Union delegates, as fixed by department, service and/or section:

	DAY	EVENING
GROUP 1		
<u>Reception department</u>		
Reception Service	1	1
<u>Technical department</u>		
Maintenance Service	1	
<u>Lodging department</u>		
General Housekeeping Service	2	1
Laundry and Dry Cleaning Service	1	
<u>Catering department</u>		
Kitchen Service	2	1
Dishwashing Service	1	1
Banquet Service Bar-Banquet Section		1
Bar Service Bar-Service Section		1
Restaurant Service L'Eté des Indiens Section	1	
Bar Service Bar Section Bar-Pool Section		1
Restaurant Service Room Service Section Mini-Bar Service		1
Restaurant Service Café Fleuri Section	1	1
GROUP 2		
<u>Welcoming department</u>		
Reception Service Information Service Reservation Service	1	2
GROUP 3		
<u>Housekeeping department</u>		1

	DAY	EVENING
GROUP 4		
<u>Office department</u>		1
<u>accounting department</u>		
Accounting Service Shopping Service	1	

NOTE: Add one (1) delegate for the whole of the department on the nigh shift.

**SCHEDULE "C"
REGULAR HOURLY RATES**

GROUP 1	01-07-99	01-07-2000	01-07-2001
RECEPTION DEPARTMENT			
<u>Reception Service</u>			
1. <u>Telephone Section</u>			
Operator	13.14	13.53	13.94
2. <u>Concierge Section</u>			
Head Porter (WT)	10.37	10.68	11.00
Porter (WT)	9.85	10.15	10.45
Doorman (WT)	10.03	10.33	10.64
Valet (WT)	10.63	10.95	11.28
Cloakroom Employee	13.03	13.42	13.82
<p>NOTE : The "Night Doorman" and the "Night Porter" receive \$0.50 above the base rate for their respective classification.</p>			
3. <u>Pool Section</u>	13.03	13.42	12.82
TECHNICAL DEPARTMENT			
<u>Maintenance Service</u>			
Shift Manager	19.07	19.64	20.23
Card-carrying Technician *	18.10	18.64	19.20
Technician without card	17.39	17.91	18.45
<p>NOTE : "Card" means a competency card or an equivalent certificate of experience issued by a competent authority</p> <p>To have the right to this classification, it is necessary that this card or experience be required by the Company.</p>			
LODGING DEPARTMENT			
<u>Housekeeping Service</u>			
Chambermaid	12.86	13.25	13.65
Houseman	13.03	13.42	13.82
Houseman/Washer	14.42	14.85	15.30
Seamstress	13.03	13.42	13.82

GROUP 1 - LODGING	01-07-99	01-07-2000	01-07-2001
<u>Laundry and Dry Cleaning Service</u>			
Dry Cleaning Attendant	15.12	15.57	16.04
Presser	13.89	14.31	14.74
Assistant-presser	13.47	13.87	14.29
Head Washer	14.16	14.58	15.02
Washer	13.99	14.41	14.84
Trimmer	12.96	13.35	13.75
Dryer Operator	13.30	13.70	14.11
Chief Roller	13.30	13.70	14.11
Roller Employee	12.86	13.25	13.65
Cotton press	13.47	14.87	14.29
Shirt press	13.89	14.31	14.74
Messenger	12.96	13.35	13.75
Apprentice presser	12.86	13.25	13.65
CATERING DEPARTMENT			
<u>Kitchen Service</u>			
Chef de brigade	17.39	17.91	18.45
Chef de partie	16.43	16.92	17.43
Clerk	14.00	14.42	14.85
NOTE : Martin Gagnon maintains his rate of \$0.40 per hour above the rate paid to the clerk as long as he maintains the position of clerk.			
<u>Cleaning Service</u>			
Dishwasher	13.47	13.87	14.29
<u>Banquet Service</u>			
Waiter (WT)	9.85	10.15	10.45
Houseman	13.03	13.42	13.82
Coffee server	9.85	10.15	10.45
Head Barmaid (WT)	12.02	12.38	12.75
Barmaid (WT)	11.49	11.83	12.18
<u>Bar Service</u>			
Head Barmaid (WT)	12.02	12.38	12.75
Barmaid (WT)	11.49	11.83	12.18
Barmaid	14.00	14.42	14.85
Waiter (WT)	9.85	10.15	10.45
NOTE : The night barmaid (Le Bar) and the day barmaid at l'Été des Indiens shall receive a provision of fifty-five cents (\$0.55) an hour.			
<u>Restaurant Service</u>			
Waiter (WT)	9.85	10.15	10.45
Commis d'office	12.96	13.35	13.75
Room Service Attendant	13.47	13.87	14.29
NOTES: - In the Room Service Section, the waiter (WT) receives \$0.50 per hour more than the rate applicable to his classification.			
Emilio Martin and Claudio Mosti maintain a rate of \$1.09 per hour more than the rate of waiter (WT) as long as they maintain their position of waiter at the Room Service Section.			

Mini-bar Service			
Mini-bar Employee	13.47	13.87	14.29
GROUP 2. 3. 4	01-07-99	01-07-2000	01-07-2001
Supervisor	14.07	14.49	14.92
Front Desk Clerk	14.46	14.89	15.34
Night Clerk	14.46	14.89	15.34
Reservation Clerk	14.24	14.67	15.11
Information clerk	12.70	13.08	13.47
Night Auditor	14.79	15.23	15.69
Accountant	14.88	15.33	15.79
General Clerk	13.72	14.13	14.56
Payroll Clerk	14.51	14.94	15.39
General Cashier	14.88	15.33	15.79
Secretary	13.37	13.77	14.18
Merchandise receiver	13.74	14.15	14.57

NOTE: Jean Viau maintains a rate of \$0.69 per hour above the rate of Merchandise Receiver as long as he maintains the position of Merchandise Receiver.

**SCHEDULE "D"
BANQUETS**

D-01 The regular employees of banquets shall be, in addition to the provisions set forth herein, subject to the Collective Agreement.

Only the provisions set forth in this Schedule shall apply to banquet employees, subject to express provisions to the contrary.

D-02 a) The following employees are considered to be waiters/waitresses, coffee servers and regular barmaids of the Banquet Service:

Waiters/waitresses:

Michele Bouchard
Pierre Guellaen
Juan Casado
Jose Pacheco
Pierre Duranceau
Myriam Pacheco
Jean-Paul Alliette

Coffee Servers: Rogerio Marcelino

Head Barmaid: Christian Lavoie

Barmaid: David Frydman

N.B. It is understood that in the event of the departure of one or more employees, the Company may post and fill one or more vacant positions.

(b) The Collective Agreement is amended to delete Section 27.01.

(c) The parties agree to modify Schedule "B" by deleting the Bar-Banquet Section in the Catering Department.

(d) The regular employees of Banquets under the classifications of waiter/waitress and coffee servers shall have priority over all employees available for extra banquet work.

(e) The regular employees of the Banquet Service who are displaced under Section 11.03 of the Collective Agreement, shall automatically have their names inscribed on the list of extras annexed hereto.

D-03 (a) The Company shall distribute the work to employees available for extra banquet work by using the list annexed hereto, until exhausted, before calling in outside personnel.

(b) The Company shall give preference to employees covered by this Agreement before calling in outside personnel.

D-04 Before 4:00 p.m. of every second Monday, the Union shall remit to the Company a list of names in the numeric order obtained by draw from the list annexed hereto.

The employee shall confirm his availability to serve at the banquets of the week, in accordance with the procedure established by the Company.

The duties shall be distributed in the same order as hereinabove described, starting with the best banquet available based on the best estimate of tip revenue per

waiter/waitress in accordance with the contract entered into with the client.

The regular employees of Banquets shall chose their duties in accordance with their seniority.

The Company shall assign duties in the same manner as hereinabove provided for those banquets not planned at the time of the preparation of the schedule without, however, modifying in any way the schedules already established. In the case of absence of an employee, the established schedule shall not be modified and the Company shall call in the first employee available for extra banquet work and not already scheduled.

The extra banquet work like that of barmaid, bartender and cashier shall be given to barmaids, bartenders and cashiers on the list annexed hereto, according to their availability and according to the order furnished by the Union on a weekly basis.

- D-05 An employee inscribed on the list appearing in D-03 above, must inform the Maitre D' of his timetable in the manner determined by the Company, solely for the hours and/or days for which he is not scheduled in his normal classification in his department. It is understood that an employee must, above all, complete the work of his classification for which he is hired or obtained in accordance with the provisions of the Collective Agreement. The employee who has expressed his availability and who is absent without a valid reason shall be deleted from the schedule for the rest of the week and for the following week.

D-06 **Guaranteed Hours**

The employees shall be paid for a minimum of three (3) hours per function.

D-07 **Arrangements**

The Company schedules the employees before the beginning of a function in order to make the arrangements, in the following manner:

Breakfast:: One (1) hour
 Lunch/dinner: One and one-half (1½) hour
 Buffet: Two (2) hours
 Gastronomic meal: Two (2) hours

(gastronomic meal means seven (7) courses, including coffee)

D-08 **Service**

The Company agrees to distribute the work fairly and to this effect, intends to apply the following standards:

- (a) continental breakfast, Buffet style, standing:
1 waiter/waitress per 75 guests;
- (b) continental breakfast served at a table:
1 waiter/waitress per 50 guests;
- (c) French style breakfast
1 waiter/waitress per two (2) tables of ten (10) guests or 1 waiter/waitress per three (3) tables of eight (8) guests;
- (d) breakfast served by plate:
1 waiter/waitress per three (3) tables of ten (10) guests or 1 waiter/waitress per four (4) tables of eight (8) guests.

The function is considered served by plate when the principal dish is served on a plate;

- (e) **Breakfast Buffet style:**
1 waiter/waitress per three (3) tables of ten (10) guests or 1 waiter/waitress per four (4) tables of eight (8) guests and 1 waiter/waitress per one hundred (100) guests at a buffet table;
- (f) **Lunch and/or Dinner**
1. **French service:**
1 waiter/waitress per fifteen (15) guests or 2 waiters/waitresses per three (3) tables of ten (10) guests or 2 waiters/waitresses per four (4) tables of eight guests.
 2. **Plate service:**
1 waiter/waitress per two (2) tables of ten (10) guests or 1 waiter/waitress per three (3) tables of eight (8) guests.

The function is considered Plate when the principal dish is served on a plate.
 3. **Buffet:**
1 waiter/waitress per three (3) tables of ten (10) guests or 1 waiter/waitress per four (4) tables of eight (8) guests or 1 waiter/waitress per one hundred (100) guests at a buffet table.
 4. **Gastronomic meals:**
1 waiter/waitress per eight (8) guests.
- (g) **Reception/cocktail**
1 waiter/waitress per \$900.00 of sold food or per fifty (50) dozen canapés.
- (h) **Wine and cheese**
1 waiter/waitress per seventy-five (75) guests.
- (i) **Sweet Table**
1 waiter/waitress per seventy-five (75) guests.
- (j) Participation in the clean-up is made on a voluntary basis. If the employer is unable to obtain sufficient personnel, employees are then designated by means of a draw in order to obtain the required number of employees for the clean-up.

The employees who handle the clean-up shall receive, in addition to their salary, a bonus of \$3.60 (lunch) or \$3.80 (dinner).
- k) **Bars**
1. **"C.O.D. Bar":**
1 barmaid per one hundred and fifty (150) people. When there is more than seventy-five (75) people, the Company shall assign a bartender.
 2. **Open Bar:**
1 barmaid per one hundred (100) people. When there are more than seventy-five (75) people, the Company shall assign a bartender.
- l) The wine and champagne service is performed by the waiter/waitress during a meal. In addition, the wine and champagne service during a cocktail (reception) without food is also performed by the waiter/waitress.

D-09 Service Charges

Except for express provisions to the contrary in this Schedule,

- (a) the waiters/waitresses shall receive eleven and a half per cent (11.5%) service charge on food and wine, including champagne;
- (b) the barmaids shall receive eleven and a half per cent (11.5%) service charge on the total sales from their bar;
- (c) the sweet table waiters/waitresses shall receive eleven and a half per cent (11.5%) service charge;
- (d) in the case of "corking" (uncorking fee), the Company shall pay to the employees performing the service, eleven and a half per cent (11.5%) of the sale price of the Hotel as measured by consumption or by the bottle. However, the value of such consumption or bottle may not exceed \$50.00.
- (e) The Company shall pay to the employees performing the service, eleven and a half per cent (11.5%) of service charge based on the normal sale price in the following cases: banquet, promotional and/or free and/or complementary.
- (f) In the case of a function that has been cancelled where the employee has not been previously advised, he shall then receive pay for the minimum number of hours provided for under article D-06, plus one (1) hour at his regular hourly rate.
- (g) A bonus of \$5.00 per theme dinner shall be given to a waiter/waitress who wears a particular uniform.
- (h) A waiter/waitress shall receive fifteen percent (15%) of service charges on liqueurs, wine and/or champagne that she serves during a "C.O.D."

D-10 Salary and classification

Each banquet employee shall receive the rate provided for in Schedule "C" for his classification.

Outside workers who undertake the extra banquet work are not subject to the provisions of the Collective Agreement, except with respect to the service charges and the Union dues. The outside extra banquet personnel are paid a rate of 95% of the salary scale for extra banquet work.

The remuneration for each employee is reduced by a third (1/3) once, due to his work done at banquets, he shall have worked enough hours during the week to qualify for overtime.

D-11 Pay Day

The Company shall maintain the practice presently in force. However, as of January 1, 1991, the pay shall be remitted on a weekly basis.

D-12 Vacation

The Company shall pay to a regular employee of the Banquet Service the vacation percentage to which he is entitled by virtue of Section 20 of the Collective Agreement. The Company shall maintain the practice presently in force for vacation percentages, for the regular employees, as well as for employees available for extra banquet work as it applies to tips.

D-13 Clothing

The Company shall maintain the practice presently in force. However, provisions shall be made to provide jackets to waiters/waitresses.

D-14 The Company shall provide to representatives designated by the Union, on request, a copy of the invoice and of the client contract in order to verify the calculation of tips and/or service charges. This verification is done without compromising the confidential nature of the information provided, in the office of the Maitre D', at the hours agreed upon between the two parties.

D-15 Extra Banquet Work

(a) Twice a year, in July and January, the employees whose names do not appear on the list appearing under D-03 and who have completed their probation period may give their names to the personnel office on the regular form provided for such purpose, with a copy to the Union.

The Company shall make the selection according to seniority and according to the date of inscription upon receipt of the requests referred to in the preceding paragraph, and shall fill the positions left vacant from the list annexed hereto, in the following manner:

1. The Company undertakes to organize the training of the employees already having experience in catering service for a maximum of three (3) unpaid functions, without tips and/or service charges. An evaluation shall be done after each function by the Maitre D', after consultation with the two (2) training waiters/waitresses, and shall be recorded on the form provided for such evaluation by the development committee mentioned in Section 27.09 of the Collective Agreement. The result of these evaluations shall determine whether or not the employee shall be added to the list of employees available for extra banquet work provided for in D-03.
 2. For employees having no experience in catering service, the Company undertakes to establish a training program which must be followed and successfully completed by these employees. The employee participates in the training program without pay. The training program shall be developed by the joint development committee mentioned in Section 27.09 of the Collective Agreement. Once the training program is successfully completed by the employee, he must follow the process set forth in Section D-15 (a) 1.
 3. The Union shall provide the Company with the names of competent, voluntary training waitresses.
 4. The Company reserves the right to limit the number of employees-in-training for a banquet.
 5. A person whose name appears on the list of paragraph D-03, may, if he so desires, register for the theory courses provided for in paragraph D-15 a) 2 above.
- b) An employee doing extra banquet work, beyond his working schedule, is not subject to the provisions of the Collective Agreement for such work, but is governed by the provisions of Schedule "D" for this work.

If such employee has a grievance to be heard, the provisions of Section 8 of the Collective Agreement shall apply.

SCHEDULE "F"
LIST OF EMPLOYEES AVAILABLE
FOR EXTRA BANQUET WORK

Waitresses

1	183	Mosti, Claudio
2	197	Martin, Emilio
3	217	Bouchard Michèle
4	219	Serri, Claudine
5	365	Dewez, Marcel
6	372	Guellaen, Pierre
7	379	Beccera, Georges
8	438	Casado, Juan
9	509	De Sousa, Manuel
10	521	Luguera, José
11	537	Pacheco, José
12	549	Carou, José
13	575	Duranceau, Pierre
14	775	Pacheco, Myriam
15	812	Riffi, Mohsen
16	845	Lahens, Kesler
17	867	Daquin, Marie-Josée
18	1225	Alliette, Jean-Paul
19	1258	Troncoso, Aldo
20	1402	Couto, José
21	1756	Faria, Tony
22	1770	Baumgartner, Edith
23	1845	Vitelli, Claudio
24	1884	Marcellino, Rogerio
25	1924	Pantozopoulos, Bill
26	1945	Guerrin, François
27	1967	Baril, Éveline
28	2188	Pinto, Amelia
29	2267	Simoès, José
30	2274	Dubeau, Denise
31	2346	Cordeiro, Denis
32	2470	Rémy, Georges
33	2498	Martin, Jean-Louis
34	2570	Pacheco, Carlos
35	2734	Bouchaib, Nahid
36	2808	Luu, The Hoa
37	2850	Proulx, Daniel
38	2929	Atouani, Ahmed
39	2944	Thibodeau, Yves
40	3014	Adolphe, Serge
41	3147	Landaouar, Raouf
42	3447	Pacheco, Veronica
43	3472	Bousquet, François
44	3500	Marando, Luciano
45	3510	Vallejo, Patricia
46	3514	Vallejo, Rodrigo
47	3759	Bergeron, Yves
48	3776	Perreira, José
49	3788	Doucet, Étienne
50	3803	Rosado, Oscar
51	3875	Lopez, Marga
52	3982	Belisle, Daniel
53	4046	Lecocq, Jean-Luc
54	4047	Leduc, Évelyne

55	4048	Barcelo Portales, Cecilia
56	4078	Ayo, Alphonso
57	4239	Godin, Jacynthe
58	4253	Cyr, Chantal
59	4295	Ponce, Bernarda
60	4298	Loranger, Ginette
61	4370	Piché, Évelyne
62	4375	Bastien, Ginette
63	4376	Ritchot, Ginette
64	4381	Gagnon, Stéphane
65	4383	Pereira, Fernando
66	4461	Tomaszewski, Richard
67	4473	Calla, Vincenzo
68	4511	Munoz, Antonio
69	4524	Therrien, Jacqueline
70	4525	Bouccicault, Micheline
71	4553	Arechavaleta, Maria
72	4593	Champagne, Robert
73	4687	Casaubon, Juan
74	5081	Zitella, Pelino
75	5152	Elies, Rabbah

Barmaid

1	397	Gagnon, Gilbert
2	647	Lavoie, Christian
3	1126	Frydman, David
4	1403	Graça, Leonel
5	1924	Pantazopoulos, Bill
6	2586	Tremblay, Réjean
7	2793	Patrice, Serge
8	2925	Sonia, Michel
9	2926	Montpellier, Mariette
10	3788	Doucet, Étienne
11	4150	Farmer, Stéphane
12	4697	Flores, Luis

Bartender

1	2586	Tremblay, Réjean
2	3763	Dupuis, Normand
3	3940	Duquette, Gilbert
4	4381	Gagnon, Stéphane
5	4490	Dunn, Eric James
6	4511	Munoz, Antonio

Cashier

1	970	Candia, Irma
2	1580	Auclair, Diane
3	2926	Montpellier, Mariette
5	3980	Crépeau, Louise
6	4253	Cyr, Chantal

MEMORANDUM OF UNDERSTANDING

between

HÔTEL WYNDAM MONTRÉAL

hereinafter the "Company"

and

SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS
DE L'HÔTEL MÉRIDIDIEN MONTRÉAL (C.S.N.)

hereinafter the "Union"

THE PARTIES HERETO AGREE AS FOLLOWS:

LETTER NO. 2 - RE : SECTION 3.04

Notwithstanding Section 3.04 of this Agreement, the individuals who fill the positions listed below, while excluded from the bargaining unit, still regularly perform work which is regularly performed by employees covered by said Agreement:

GROUP 1

1. one (1) executive kitchen chef (maximum of twenty (20) hours per week)
2. three (3) kitchen chef assistants (maximum of twenty (20) hours per week each)
3. one (1) pastry chef
4. one (1) head telephone operator

GROUP 2

1. reception head
2. reception head assistant
3. night supervisor
4. reservation head
5. concierge head

GROUP 3

1. department head assistant

GROUP 4

1. chief night auditor
2. catering controller
3. paymaster
4. chief accountant
5. financial director assistant
6. buyer
7. credit director
8. secretary of the catering manager

For greater clarity, the parties agree that the sole purpose of this provision is to allow the Company to continue, with respect to the above-mentioned positions, the practice in existence prior to October 15, 1987 (prior to November 1, 1982 with regards to Group 1). In addition, the parties agree that regular employees may not be laid off by the application of this provision and that such provision may not prevent such employees from being called back. However, it is understood by the parties that the head porter, in connection with his duties, may work as an information agent.

LETTER NO. 3 - JOB POSTINGS IN THE KITCHEN

For the sole and single purpose of the application of Section 12.02 b) of this Agreement, where there is a posting in the kitchen service, the Company must specify if the position is related to a particular restaurant, the main kitchen or the cafeteria. It is understood that this provision is intended solely to determine the main assignment and not to create "sections" within said department or to restrict in any way past practices concerning "temporary transfers".

LETTER NO. 5 - STATUTORY HOLIDAYS

Employees who in the past received pay equal to eight (8) working hours under Section 19.02 a) shall continue to benefit from the same privilege for the term of the Collective Agreement. This provision also applies to employees of Groups 2, 3 and 4.

LETTER NO. 6 - FRUIT BASKETS

The Company agrees that its employees shall not handle those fruit baskets which come from outside the hotel.

LETTER NO. 7

The employees of the maintenance department in the employ of the Company as of the date of signing hereof and who hold a "card" as defined in Schedule "C" of the Collective Agreement, are deemed to hold such "card" as required by the Company.

LETTER NO. 8 - TAXI FARE

8.1 Beneficiaries

Employees and banquet cashiers: starting from 12:30 a.m. (00h30)

In all cases, taxi fares shall not exceed nine dollars (\$9.00).

8.2 Restrictions

The following people are not covered by this Agreement:

- a) tip employees
- b) banquet extras
- c) banquet extras having priority

8.3 Control

The security department shall distribute taxi fare after having satisfied itself that the person requesting such taxi fare meets the above conditions.

LETTER NO. 9

Upon execution of the Collective Agreement, and as long as he shall occupy his current position, Nicanor Enrique shall keep his current classification but shall be paid the regular hourly rate for team leader.

LETTER NO. 10 – RE: UNION LEAVE

With reference to Sections 7.01 b), 8.03 b), 14.02 c), 14.05 and 27.08 concerning various committee meetings, the parties agree as follows:

1. Members of the various committees shall be granted leave without loss of their regular pay.
2. It is agreed that if the agenda calls for a full day meeting, the members of the committee shall be granted leave whether they are scheduled to work during the day, evening or night shift on the day of the meeting.
3. If the agenda does not call for a meeting to last a whole day, said meeting shall be postponed.

LETTER NO. 13

The parties agree as follows:

- a) The Company shall provide, once a year, a pair of gloves to banquet housemen and shall replace them, if need be.
- b) The Company shall provide, if need be, winter coats to maintenance employees, handlers, parking attendants and doormen.
- d) The Company shall provide, on an experimental basis, three (3) pairs of thermal gloves, to all kitchen staff as well as to waitresses assigned to chambermaid duties.
- e) The Company shall provide, if need be, appropriate gloves and safety glasses to dishwashers.
- f) The Company shall provide each kitchen employee with pants and marked white smocks.
- g) The Company shall provide to the maintenance department employees:
 - appropriate gloves
 - safety glasses
 - industrial-type masks (painting, sanding, welding, etc.)
 - three (3) uniforms, one (1) pair of overalls or one (1) smock

LETTER NO. 14

Contrary to the provisions of Section 20.01 c), the employee who goes on holidays between the first (1st) of January and March 31 is not entitled to additional paid vacation.

LETTER NO. 16

This is to confirm the content of the discussions held during negotiations, to the effect that

the parties agree to continue exchanging financial information, upon mutual agreement, as well as in connection with future negotiations.

LETTER NO. 19 – FOR THE RESTAURANT AND BAR EMPLOYEES TO ALLOW THEM TO EXCHANGE THEIR SHIFTS

1. The restaurant and bar employees may exchange between them the shifts for which they were scheduled to work, in accordance with the terms and conditions provided herein;
2. The change can be made after the two employees have so informed the department head in writing, within a reasonable delay and in accordance with the agreed procedure;
3. The department head reserves the right to refuse such change with cause;
4. The change may not entail additional costs for the Company;
5. If such change is in breach of one or several provisions of the Collective Agreement, the Company cannot be held liable.

LETTER NO. 21

In order to allow, on a voluntary basis, an employee who occupies the position of chambermaid to complete her regular work week (Section 16) following a lack of work, the parties agree as follows:

1. Unless indicated otherwise, the work schedule goes from Sunday to Saturday inclusively;
2. It is understood that work schedules continue to be set in accordance with the established practice. However, in order to allow the employee to complete her regular work week, the Company shall schedule the employee for work in accordance with the mechanisms and conditions provided for in this Agreement, based on seniority;
3. A chambermaid who wishes to work during her weekly days off in order to complete her regular work week, must sign a form in which she recognizes that the provisions of the Collective Agreement which are incompatible with this Agreement do not apply, namely the following sections: 16.01 a) (consecutive days off), 16.03 f) (more than two (2) different schedules), 16.03 g) (twelve (12) hours of rest between the end of a shift and the beginning of another), 18.1 c) and d) (overtime);
4. Four (4) times per year, two (2) weeks before the following periods: January to March, April to June, July to September, October to December, the chambermaid who wishes to avail herself of the provisions of this Agreement shall sign the form prepared for that purpose, a copy of which shall be forwarded to the Union;
5. At any time within each of these periods, upon prior notice of at least two (2) weeks before posting of the weekly schedule, the employee may request, in writing, to no longer be scheduled to work during her weekly days off. A copy of such a request must be forwarded to the Union. However, the employee may not re-enter the program for the remainder of the period. In addition, no chambermaid can be added to the program once a period has begun;
6. It is agreed that the purpose of this Agreement is not to allow a chambermaid to choose her weekly days off, nor her work days;

7. The Company cannot be held liable for failure to schedule work for the chambermaid subject to this Agreement if manpower forecasts did not allow such scheduling when the schedule was posted;

For a better understanding hereof, an example is added to the text:

Employee	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
"A"	pm	X	X	pm	lo	lo	am
"B"	am	lo	pm	X	X	lo	lo

Employee "A" agrees to be scheduled to work during her days off in order to complete her regular work week in accordance herewith, and so her schedule is modified as follows:

Employee	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
"A"	pm	X	pm	pm	lo	lo	am
"B"	am	lo	lo	X	X	lo	lo

Legend: am: morning shift; pm: evening shift; X: day off; lo: layoff.

LETTER NO. 22

In order to allow, on a voluntary basis, an employee to complete her regular work week (Section 16) following a lay off, the parties agree as follows:

1. Unless indicated otherwise, the work schedule goes from Sunday to Saturday inclusively;
2. The Company allows the employee, no later than two (2) days after the work schedule is posted (until Wednesday at 3:00 p.m.), as provided for in Section 16.03 e), to indicate to the department head or her substitute, by signing a form provided for that purpose, a copy of which shall be forwarded to the Union, that she wishes to complete her regular work week by being scheduled, based on seniority, to work her weekly days off where possible, and/or to exercise her right to be transferred and her choice of transfer, in accordance with Section 11. If she fails to complete said form, the employee may not work her weekly days off, nor exercise her right to be transferred;
3. The employee who signs this form recognizes that the provisions of the Collective Agreement which are incompatible with this Agreement do not apply, namely the following Sections: 16.01 a) (consecutive days off), 16.03 f) (more than two (2) different schedules), 16.03 g) (twelve (12) hours of rest between the end of a shift and the beginning of another), 18.01 c) and d) (overtime);
4. This Agreement does not apply to chambermaids assigned to the housekeeping department.

For a better understanding hereof, an example is added to the text:

Employee	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
"A"	pm	X	X	pm	lo	lo	am
"B"	am	lo	os	X	X	lo	lo

Employee "A" agrees to maximize her regular work week in accordance herewith and so her schedule is modified as follows:

Employee	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
"A"	pm	X	os	pm	lo	lo	am
«B»	am	lo	lo	X	X	lo	lo

Legend: am: morning shift; pm: evening shift; os: overlapping shift; X: day off; lo: layoff.

LETTER NO. 23 - RE: LAYOFF

For the purposes of the application of Section 11.03 a) of this Collective Agreement, "layoff for two (2) weeks and less" refers to a layoff, within the meaning of Section 2.03 h), for one (1) day or more per week within a period of two (2) consecutive weeks.

For the purposes of the application of Section 11.03 b) of this Collective Agreement, "layoff for more than two (2) weeks" refers to a layoff, within the meaning of Section 2.03 h), for one (1) day or more per week for more than two (2) consecutive weeks.

Despite sub-sections 11.03 a) and 11.03 b), a chambermaid laid off for two (2) weeks and less immediately benefits from the right to be transferred in accordance with sub-section 11.03 b).

LETTER NO. 25

In application of the agreement reached on June 22, 1990, the parties hereto agree as follows:

1. On the Wednesday of every week, the Company shall post the list of banquet duties for the following week which goes from Sunday to Saturday.
2. In accordance with D-04 of the agreement of June 22, 1990, regular banquet employees must choose, no later than 5:00 p.m. on Wednesdays, the banquet functions they wish to work by writing their name next to the functions.
3. In accordance with D-02 d) of the agreement of June 22, 1990 and with Section 16.01 a) of the Collective Agreement, regular banquet employees must choose their banquet duties so as to work forty (40) hours per week during five (5) consecutive work days, but where there is not sufficient banquet duties, they may then work forty (40) hours in five (5) non consecutive days or in six (6) or seven (7) days; consequently, their weekly days off shall be non consecutive or may be less than two (2) days long.
4. The regular work week of the coffee employee is of forty (40) hours. The coffee employee has priority in the assignment of coffee-break work. If, when the list of banquet duties is posted on Wednesday of every week, there are not forty (40) working hours scheduled for coffee-breaks, the coffee employee may choose banquet duties usually assigned to waiters in the manner provided for in sub-section 2. hereof, so as to complete his forty (40) hours per week.
5. In accordance with sub-section 04 b) ii of the Back-to-Work Agreement of June 22, 1990, regular banquet employees are considered to be banquet extras once they have worked their regular work week (i.e. 40 hours), and they are then assigned banquet duties in accordance with the provisions of D-04 of the agreement of June 22, 1990, dealing with selection by draw.
6. This Agreement has been reached in accordance with the Collective Agreement and prevails over any other provisions contained in said Agreement.

LETTER NO. 26

Notwithstanding Section 16.02 b), from the date of the signing of this Collective Agreement, until June 30, 2002, the Company may, on an experimental basis, add two (2) positions for regular employees to the restaurant service, including one (1) position for a waiter in the restaurant as well as one (1) position for a waiter in the SAC, and these positions shall entail a guarantee of four (4) hours of work per day. However, the use of such persons may not entail any lay-off, or reduction of work hours, nor may it prevent a call-back to work of the regular employees benefiting from a guarantee of six (6) hours of work.

LETTER NO. 27 - RE: "FONDACTION" FUND

In the thirty (30) days following the signing of the Collective Agreement, the Company shall deduct a sum from each employee's pay, as indicated by such employee as the amount to be deducted as a contribution to the "Fondaction" Fund. In that case, the Company proceeds to adjust the income tax and the deductions at source, as allowed for in the tax regulations.

This deduction is taken at source in the thirty (30) days following the request for the withholding of the amount by the employee.

The Company remits, on a monthly basis, the contributions made to the "Fondaction" Fund, to the trustee, as well as a statement indicating the name, address, date of birth, social insurance number and the amount deducted, for each employee who made a contribution to the "Fondaction" Fund. The Union shall also receive a copy of such statement.

The Company also ceases to deduct at source the contribution to the "Fondaction" Fund made by an employee at the latest in the thirty (30) days after the employee has made a request as such to the Company.

LETTER NO. 30

Further to the settlement of Daniel Proulx's grievance, and further to the signing of the Memorandum of Agreement settling the grievance, it is agreed that the restriction that was imposed in that agreement shall be lifted on July 1, 1999, namely that the employee shall be entitled on that date to apply for any position posted with no restrictions other than those provided for in this Collective Agreement.

LETTER NO. 31 - WORKLOAD

- a) The parties recognize that in a normal workday, an employee shall not be required to do a workload heavier than which can normally be accomplished in a normal workday;
- b) Any change significantly increasing an employee's workload shall be discussed at a meeting of the labor relations committee or during a meeting between the parties called to this effect.

LETTER NO. 32 - MILLENNIUM BONUS

An employee who is required to work on December 31, 1999 and/or January 1, 2000 shall receive a bonus of one hundred dollars (\$100.00) for each of those days worked.

LETTER NO. 33 - LAUNDRY AND DRY CLEANING

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Notwithstanding any provision to the contrary in the Collective Agreement, the Company has the right to sub-contract the laundry and dry cleaning work as of August 1, 1998, but this does not include the functions of those who sort the laundry, since this work remains under the authority of the bargaining unit which is represented by the Union. To this end, the Company has the right to advise the employees of the Laundry and Dry Cleaning Department that this department shall be closed as of August 1, 1998, by making the following offers:

A) To the thirteen (13) regular employees whose names appear in Section 2. A):

These regular employees can opt to:

a) Accept the lay-off and receive a severance pay of thirty (30) months. These employees shall lose their seniority rights.

or

b) Bump another employee of the Housekeeping Department in accordance with the provisions of Section 11.

B) To the four (4) part-time employees and/or the regular employees who have little seniority and whose names appear in Section 2. B) and C):

They shall receive a severance pay equivalent to seven and a half (7½) months or fifteen (15) months' salary, as the case may be and shall lose their seniority rights.

Note: Sylvain Lapointe and Karen Higham may renounce their right to severance pay and bump another employee in accordance with the provisions of the Collective Agreement.

C) Employees holding a temporary position will be terminated without compensation.

For all employees who chose to bump an employee of the Housekeeping Department, an equal number of severance allowances shall be offered to all employees of the Housekeeping Department. The purchaser offers to the employees a severance pay of three thousand dollars (\$3,000) per full year of service with the hotel. Priority shall be given to those employees with the most seniority. The employees who opt for the severance premium lose their seniority rights.

NOTE : Ginette Loranger is required to return as a chambermaid, given the short time period during which she worked as an employee of the Laundry Department.

2. SEVERANCE PAY

A)	Gagnon Ginette	\$63,700.00 *	
	Samuel Joseph	\$67,910.00 *	
	Ancil Lorraine	\$66,637.50 *	
	Latorre Maria	\$63,700.00 *	
	Fakhoury Georges	\$69,262.50 *	
	Denis Jocelyne	\$65,780.00 *	
	Lam Quang Dat	\$63,700.00 *	
	Thibault Ginette	\$63,700.00 *	
	Roch Ghislaine	\$63,700.00 *	
	Munoz Alarcon Antonio	\$69,262.50 *	
	Curotte Madeleine	\$68,795.00 *	
	Jean Louis Josué	\$74,827.50 *	
	Rocheport Michel	\$68,795.00 *	
	Thirteen (13) severance pays	\$869,770.00	* (See Note 1)

Note 1 : Or right to displacement with severance pay offered to the employee with the most seniority in the Housekeeping Service who takes up this option

B)	<u>Ginette Loranger</u>	Returns as chambermaid	
C)	Pulgarin Nury	\$15,922.50	(7½ months)
	Mahieux Gisèle	\$15,922.50	(7½ months)

Total \$31,845.00

D)	Lapointe Sylvain	\$34,630.00 *	(15 months)
	Higham Karen	\$34,630.00 *	(15 months)

Total \$69,260.00 * (see Note 2)

Note 2 : Or right to displacement without severance pay for the displaced employee

GRAND TOTAL **\$970,875.00**

- The severance pay is payable every two (2) weeks as though it were regular pay, and this applies to the whole time period spanning the thirty (30) months, fifteen (15) months or seven and a half (7½) months as the case may be, following the date of closure of the Laundry Service.
- The aforementioned severance pay includes and therefore replaces the severance premium provided for in Section 11.06 of the Collective Agreement.

LETTER NO. 34 - RED CIRCLE EMPLOYEES

The parties agree to the following:

1. Subject to the provisions of the Collective Agreement concluded between the parties on June 27, 1997 and more particularly to the Letter of Understanding no. 28 with respect to wage readjustment, while respecting Section 28.01 of this Agreement, the Company and the Union agree that all employees who benefit from regular hourly rates, premiums or bonuses greater than those provided for in the Collective Agreement concluded on June 27, 1997, shall continue to benefit from such hourly rates, such premiums and such bonuses for the full duration of the Collective Agreement.
2. In addition, it is understood that the Company and the Union shall meet following the signing of the Collective Agreement and of the present Memorandum of Understanding in order to establish a list of those red circle employees who benefit from such regular hourly rates, premiums or bonuses.
3. The present Memorandum of Understanding comes into force on the date of its signing and remains in force until June 30, 2002.