

SOURCE	CO.		
EFF.	90	11	01
TERM.	93	10	31
No. OF EMPLOYEES	44		
NOMBRE D'EMPLOYÉS	L.W.		

THIS AGREEMENT made and entered into this 17 day 199/.

B E T W E E N:

LORD ELGIN HOTEL LIMITED OF OTTAWA

Hereinafter referred to as the "Company"
OF THE FIRST PART

-and-

THE HOTELS, CLUBS, RESTAURANTS, TAVERNS
EMPLOYEES UNION - LOCAL 261, OTTAWA
AFFILIATED WITH THE A.F.L. C.I.O. AND
C.L.C.

Hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE I--PURPOSE OF AGREEMENT

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

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ARTICLE II - SCOPE

2.01 This Agreement shall apply to all employees of the Company save and except Manager, Assistant Manager, Office Staff, Room Clerks, Cashiers, House Officers, Telephone Operators and Departmental Heads with authority to hire and fire. Where the male gender is used in this Agreement it shall be understood to include the female gender.

ARTICLE III - RECOGNITION

3.01 The company recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement.

ARTICLE IV - UNION SECURITY

4.01 Any employee who is a member of the Union in good standing on the effective date of this Agreement, shall, as a condition of continued employment maintain his membership in the Union for the duration of this Agreement.

4.02 All new employees shall, as a condition of employment become members of the Union no later than fifteen (15) days after the date of their employment and shall maintain their good standing in the Union as a condition of continued employment for the duration of this Agreement. The Union agrees to accept into membership all such new employees.

4.03 Any employee who is required by the terms of this Agreement to be a member of the Union and who refuses to do so after the fifteen (15) day period referred to in Paragraph 4.02 shall be discharged by the Company upon receipt of an official notice in writing from the Union to the Company of such failure to take out membership.

4.04 The Union shall notify in writing, with a copy to the Company, any individual who has been suspended, expelled, or declared to be not in good standing. The Company will discharge such employee automatically seven (7) days after receipt of the Union notice unless:

(a) the employee's status becomes acceptable to the Union during this period.

(b) the employee makes claim in writing to the Company that the Union action is unjust and that he requests the matter be taken up through the grievance procedure contained in this Agreement and provides the Union with a copy of such claim.

4.05 As a convenience to those employees who are now or may later become members of the Union, the Company shall deduct from the first pay of each month the dues established by the Union and remit such dues to the Union

no later than the last day of the month for which dues have been collected, together with a list of the employees whose dues have been checked off. That each Union member furnishes the Company with a written authorization in the form shown below for such deductions. Such written authorization shall be irrevocable during and shall be valid for the duration of the present agreement.

4.06 The form of Check-Off Authorization to be supplied to the Company shall be as follows:

I.....
an employee of the Lord Elgin Hotel Limited voluntarily hereby authorize and direct the aforesaid Company to deduct:

1. Initiation and/or reinstatement fees in such amount as is determined from time to time.
2. Dues, in such amount as is determined from time to time, from my earnings accumulated to my credit on the first pay period of each calendar month, and remit to the Union and the cheque made payable to the Union as follows:

.....
.....

It is understood that the amount of dues is determined by the Union's International Convention alone and can be changed by an executive order of the General President at any time to comply with such convention decision regarding same and this authorization check-off will hold harmless both the Company and the Local if so desired.

I agree that:

The Lord Elgin Hotel Limited, shall be saved harmless for all deductions and payments so made:

NAME

ADDRESS.....

CLOCK NO.

WITNESS.....

DATE.....

NOTE :

It is understood that this authorization shall be irrevocable during and shall be valid for the duration of the present agreement, and must be signed at the time of hire as a condition of employment.

ARTICLE V - NO STRIKES OR LOCKOUTS

5.01 It is agreed that there shall *be* no strike by the Union or lockout by the Company during the term of this Agreement. All disputes shall be processed according to the Grievance Procedure as set out in this Agreement.

ARTICLE VI - DISCRIMINATION

6.01 The Company agrees that there will be no discrimination, interference, intimidation or coercion by the Company or by any of its representatives regarding any employee because of membership or activity in the Union,

ARTICLE VII - PRESERVATION OF MANAGEMENT RIGHTS

7.01 The Union acknowledges the exclusive function of the Company is generally to manage the enterprise in which it is engaged and particularly to:

- (a) maintain order and efficiency
 and to discipline for just cause;
- (b) hire, discharge, retire, lay-off
 and recall, suspend, classify,
 direct, transfer, promote, demote,
 or otherwise discipline any
 employee who has acquired
 seniority for just cause subject
 to the right of an employee
 to lodge a grievance in the
 manner and to the extent
 hereinafter provided;

(c) the Union recognizes the right of the Company to operate and manage its business in accordance with its obligations and to make and alter from time to time rules and regulations to be observed by the employee, such rules and regulations shall not be inconsistent with the terms of the Agreement. Copies of all such rules shall be forwarded to the Union Office.

ARTICLE VIII - STEWARDS

8.01 The Company acknowledges the right of the Union to appoint or otherwise select a reasonable number of Department Stewards to assist employees in presenting their grievances to representatives of the Company.

8.02 It is clearly understood that Stewards, Union Officers and delegates will not absent themselves from their regular duties unreasonably in order to deal with grievances of employees **ox** with other Union business and that in accordance with this understanding the Company will compensate such employees for time spent in negotiating with the Company, in handling grievances of employees.

No more than two (2) employees will be remunerated if elected as delegates to a Union convention (no more than 3 days) at their regular rate of pay and that this does not apply to time spent on such matters outside of regular working hours.

ARTICLE IX - GRIEVANCE PROCEDURE

9.01 "Grievance" means any difference between any employee and the Company concerning the interpretation, application, operation or any alleged violation of this Agreement, including any questions as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action by the Company. "Party" means one of the parties to this Agreement. All grievances shall be finally and conclusively settled in the manner set out in this Article.

9.02 Employee Grievances

STEP NO. 1

The employee or employees concerned may submit the grievance with or without a shop steward to the Department Head or his authorized representative who shall make an investigation and attempt to bring about a settlement within three (3) working days.

STEP NO. 2

Failing a satisfactory settlement under Step No. 1, an officer or officers of the Union may submit the grievance to the General Manager or his authorized representative, who may meet with such Officer or Officers and with the employee or employees and any other persons involved, if so requested by either party, with a view to settling the grievance within five (5) working days.

STEP NO. 3

Failing a satisfactory settlement under Step No. 2, within five (5) working days, the Union may refer the grievance to a Board of Arbitration as hereinafter set out in Article XII.

9.03 If arbitration is to be invoked, the request for arbitration must be made in writing within five (5) working days after the grievance has been dealt with in Step No. 2.

9.04 The time limits as prescribed in Article IX - Grievance Procedure, Article XII - Arbitration and Article X - Discharge Cases may be extended if requested in writing and by mutual agreement of the parties.

ARTICLE X - DISCHARGE CASES AND DISCIPLINARY

10.01 The Union acknowledges that probationary employees may be dismissed for reasons less serious than

would justify the dismissal of an employee on a seniority list, and will not question the dismissal of an employee within thirty (30) days of the date on which he commenced to work for the Company.

10.02 Where an employee with more than thirty (30) days service with the Company is discharged or suspended, notice shall be given in writing by the Company to the Union, giving the reason for the discharge or suspension. Such action shall be subject to review forthwith by the Company and the Union and shall, if desired by either party, be treated **as** a grievance in Step No. 2 of the Grievance Procedure as laid down in Article IX - Grievance Procedure.

10.03 Such grievances may be settled by confirming the Company's action in dismissing the employee or by reinstating him with full compensation for time lost or **by** other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE XI - POLICY GRIEVANCE

11.01 The Union or the Company may file a grievance involving the interpretation, administration or alleged violation of the Collective Agreement directly to the other party. Such grievances shall commence at Step No. 2 of the Grievance Procedure.

ARTICLE XII - ARBITRATION

12.01 When either party request that a grievance be submitted to arbitration it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator; within five (5) days thereafter the other party shall nominate an arbitrator. The two arbitrators so nominated shall meet immediately, and if within two (2) working days they fail to settle the grievance, they shall attempt to select by agreement a Chairman of an Arbitration Board. If they are unable to agree upon such a Chairman of an Arbitration Board within a further period of twenty-four (24) hours, they shall then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial Chairman.

12.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance except as permitted in paragraph 12.01

12.03 Each of the parties hereto shall bear the expense of the Arbitrator appointed by it, and the parties shall jointly bear the expenses and fees of the Chairman of the Arbitration Board, if any.

12.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify or amend any part of this Agreement, except that the Board may at its

discretion modify any penalty which has been imposed on the aggrieved employee.

12.05 The proceedings of the Arbitration Board shall be expedited by the parties hereto, and the decision of the majority of the Board shall be final and binding upon the parties hereto. Should a majority decision not be possible, then the decision of the Chairman shall be final and binding on the parties hereto.

12.06 In all discipline cases, including suspension and discharge cases, there shall be a single arbitrator chosen from the following panel of arbitrators, commencing with number one and proceeding through the list for each such case which is taken to arbitration by the Union against the Hotel:

1. David H. Kates
2. E. G. Palmer
3. P. John Brunner
4. J. F. W. Weatherill
5. Howard D. Brown
6. J. D. O'Shea

ARTICLE XIII - MEETINGS WITH MANAGEMENT

13.01 Joint meetings of representatives of the Company and the Union shall be held periodically to review

and study the relationship. The results of all meetings shall be reduced to writing for information purposes, and copies shall be sent to the Union.

ARTICLE XIV - SENIORITY RIGHTS

14.01 The Company recognizes seniority rights for the employee within each classification provided for in this Agreement. Seniority shall apply in all cases of promotions, demotions, reduction of working hours, assigned days off, or reduction or increase of staff. Seniority shall be based on length of continuous service with the Company and it shall be the determining factor in all cases outlined above.

14.02 Employees shall likewise be demoted, promoted or transferred to other classifications according to their length of service.

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

14.04 Seniority rights shall become effective after completing a probationary period of thirty (30) days.

14.05 Layoff and Recall

 In the case of a layoff, probationary employees and part-time employees shall be first to be laid off. Thereafter, employees shall be laid off in a reversed

order of seniority. All names of employees on a major layoff shall be listed, indicating their classifications and a copy of same forwarded to the Union Office within 48 hours of the layoff's occurrence. Before any new employees being hired, laid off employees shall be recalled to work by registered mail in the reverse order to which they were laid off. An employee shall lose all seniority and his employment deemed to have been terminated if he is laid off for a period equal to the lesser of his period of seniority or nine (9) months.

14.06 Status and Lists

Seniority lists shall be posted for the respective seniority groups within thirty (30) days of the effective date of this Agreement. Such lists shall show names, classifications and date of entry into the Company's service in a position covered by this Agreement, from which date seniority shall accumulate. Copies of the seniority lists shall also be furnished to the General Representative of the Union.

Protests in regard to seniority status must be submitted to the Company in writing within sixty (60) days from the date seniority lists are posted and may be treated as grievances.

14.07 Elected or appointed Shop Stewards shall be placed number one on seniority lists in their respective classification group, for the purpose of lay-off only.

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

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

ARTICLE XV - BULLETIN & FILLING VACANCIES

15.01 Vacancies in regularly assigned positions, temporary positions and temporary vacancies of more than thirty (30) days duration and newly created positions of more than thirty days duration shall be bulletined in their respective seniority groups within three (3) days of such vacancies occurring or new positions being created; except that new positions of indefinite duration need not be bulletined until the expiration of thirty (30) days from the date created. Holiday reliefs affecting elevator operators and parking lot attendants are excepted from this provision.

15.02 Employees desiring such positions will within three (3) days forward to the designated department head, their application in which they will clearly set forth their qualifications for the position.

15.03 Appointments shall be made by the Company based on qualifications and seniority. Qualifications being sufficient, seniority shall govern. The names of the successful applicants shall be bulletined within three (3) days in the same manner as the position was bulletined.

15.04 Bulletined positions may be filled temporarily pending the assignment of the successful applicant.

15.05 In the event of no application being received from any employees in the seniority groups affected, an employee from another seniority group may be assigned to the position.

15.06 An employee who is assigned by bulletin to a position shall be given reasonable time in which to qualify, up to thirty (30) days, the length of time depending on the character of the work. If he fails to qualify he shall be returned to his former position without loss of seniority or he may by mutual agreement between the supervisory officer and the Union be retained in the position pending the appointment of a qualified employee.

ARTICLE XVI - LEAVE OF ABSENCE

16.01 The Company shall grant leave of absence without pay to any employee for legitimate personal reasons, and any employee who is absent with such written permission shall not be considered to be laid off, and his seniority shall continue to accumulate during his absence.

16.02 An employee elected to any full-time executive position, within the Union, may apply to the Company for a leave of absence without pay for a period of one year and the Company shall consider and not unreasonably withhold such leave. Subject to the requirement that the employee shall return to work at his previous position for not less than one day, the Company shall grant a second year's leave of absence if necessary to permit the employee to complete his term of office.

16.03 The election or appointment of an employee as delegate for the purpose of Union business such as a convention, shall be good cause for leave of absence.

16.04 All requests for leave of absence shall be in writing to the employer and shall state time required.

16.05 In cases of absence due to illness or accident and provided such absence is not of a recurrent nature or of a permanent and disabling nature, an employee's seniority shall be maintained for six (6) months.

16.06 Compassionate leave of absence with pay and without loss of seniority shall be granted to employees who suffer death in their immediate family. The term "immediate family" shall include: husband, wife, brother, sister, father, mother and child. Leave of absence in those circumstances shall be for not more than three (3) working days but may be extended to a longer period, where circumstances warrant, at the sole discretion of the Hotel Manager.

ARTICLE XVII - BULLETIN BOARDS

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

ARTICLE XVIII - ACCESS TO PREMISES

18.01 Authorized representatives of the Union shall be permitted to enter the premises of the Company at any reasonable time on presentation of a card or letter of identification to the supervisor in charge. The Union agrees that the visits of such representatives shall not

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

ARTICLE XIX - UNIFORMS

19.01 In cases where employees are required to wear uniforms or special clothing of the Company's design or pattern, such shall be supplied by the Company without charge to the employee and the Company shall provide necessary valet and laundry service in relation thereto. Such uniforms remain the property of the Company. Employees are prohibited from wearing such uniforms except when engaged in the service for which they are supplied. Any damage resulting to the uniform through wearing them on other occasions shall be charged against the employee.

ARTICLE XX - GENERAL

20.01 Lockers & Washrooms: The Company agrees to provide ample and sanitary dressing rooms with individual lockers for all employees.

20.02 Any employee working six consecutive hours or more per day shall be allowed no less than one-half hour as a meal period between the fourth and fifth hours of work without pay.

20.03 Employees shall cooperate in maintaining orderly conditions in eating areas, locker rooms and dressing rooms.

20.04 Cleaning - Work including washing of venetian blinds and shampooing of rugs shall be performed by male help. However, spot cleaning of rugs may be performed by female help within reason.

20.05 Existing Privileges: Nothing in the signing of this Agreement shall lower any present wage standard or working conditions, nor shall any employee be deprived of any established and recognized benefits or privileges in excess of, or more advantageous than the contract provisions.

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

ARTICLE XXI - MERIT RATING

21.01 The scales of wages, as outlined in Schedule "A" to this Agreement are considered minimum scales and do not prohibit the Company from granting merit increases to more proficient employees. The Union shall be notified of any merit rate.

ARTICLE XXII = PRESENT AND FUTURE LAWS

22.01 Should any part hereof or any provisions herein contained be rendered and declared invalid by reason

of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

ARTICLE XXIII - HOURS OF WORK

23.01 The daily total of hours and days of work are to be scheduled in each department and the schedule posted by the employer one week in advance.

23.02 The work week shall comprise of forty (40) hours per week in a five day period of eight (8) guaranteed hours per day, exclusive of a meal period with two (2) consecutive days off each week, subject to Article XIV - Seniority Rights. Once a part-time employee reports to work, he shall receive four (4) hours pay regardless of hours worked.

23.03 A work schedule showing the scheduled hours for each employee shall be posted on the Wednesday prior to the commencement of a work week. Employees concerned shall be given a minimum of twelve (12) hours' notice of any change in a work schedule, except in cases of illness, bereavement or accident which result in a shortage of staff in any department.

23.04 All employees shall be allowed two fifteen minute coffee breaks with pay on a eight (8) hour shift.

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

ARTICLE XXIV - OVERTIME

24.01 Employees shall be paid overtime for hours worked in excess of eight (8) hours per day on any work day at the rate of time and a half (1 1/2) of the employee's normal rate.

24.02 Work performed on the employee's assigned day off shall be paid for at the rate of time and a half (1 1/2) of the employee's hourly rate.

24.03 Employees shall not be required to suspend work during regular hours to absorb overtime.

24.04 Any employee having completed an eight (8) hour shift and required to work overtime shall have a meal provided with no cost to the employee.

ARTICLE XXV - APPENDICES

25.01 Attached to and forming part of this Agreement are appendices which form a part of this Agreement.

*

ARTICLE XXVI - DURATION AND TERMINATION OR MODIFICATION

26.01 This Agreement shall become effective on the 1st day of November, 1990, and shall remain in full force and effect until the 31st day of October, 1993, and shall continue in effect from year to year thereafter, unless either party shall give written notice not more than ninety (90) days and not less than thirty (30) days before the termination of its desire to amend the Agreement.

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

LORD ELGIN HOTEL LIMITED
OF OTTAWA

**HOTELS, CLUBS, RESTAURANTS,
TAVERNS EMPLOYEES UNION,
LOCAL 261**

APPENDIX "A"

WAGES AND CLASSIFICATIONS

This Agreement shall apply to all employees of the Company, save and except Manager, Assistant Manager, Office Staff, Room Clerks, Cashiers, **House Officers**, Telephone Operators and Departmental Heads with authority to hire and fire.

The scale of wages are considered minimum **scales** and do not prohibit the Company from granting merit increases to more proficient employees. The Union shall be notified of any merit rate:

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

APPENDIX "A"

<u>CLASSIFICATION</u>	<u>current</u>	Nov 1/90	May 1/91	Nov 1/91.	May 1/92	Nov 1/92	May 1/93
Room Attendant	8.25	8.50	8.75	9.01	9.29	9.56	9.85
Inspectress	8.43	8.68	8.94	9.21	9.49	9.77	10.07
Houseperson	8.13	8.37	8.63	8.88	9.15	9.42	9.71
<u>GROUP FI</u>							
Bell Person	6.20	6.57		6.90		7.25	
Doorman	6.20	6.57		6.90		7.25	
Bell Captain	6.20	6.57		6.90		7.25	
<u>GROUP III</u>							
Maintenance	10.17	10.48	10.79	11.11	11.45	11.79	12.14
<u>GROUP IV</u>							
Bartender	7.24	7.67		8.05		8.45	
Server	6.20	6.57		6.90		7.25	

APPENDIX "A"

- 3 -

Hiring Rate for Employees Hired After November 1, 1990

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

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

--after sixty days--the job rate will be paid.

Retroactivity

All employees in the employ of the Company as of the Date of Ratification shall receive retroactive payment for each hour worked from November 1, 1990, to and including the Date of Ratification. It is understood and agreed that wages only shall be retroactive.

LORD ELGIN HOTEL LIMITED OF OTTAWA

APPENDIX "B"

(Health and Welfare)

1. The Company agrees to continue in full force and effect the present plans covering: Pension, life insurance, hospitalization and medical coverage for the lifetime of this Agreement.
2. The Company shall pay 50% of the premium cost of the above mentioned. life insurance, hospitalization and medical coverage for all employees who complete their probationary period.
3. The weekly indemnity plan comes into effect after seven (7) days of sickness (Saturday and Sunday included) for a period of fifteen weeks. The weekly indemnity shall cover 66 2/3% of the employee's gross earnings not to exceed \$100.00 per week. (see Memorandum of Agreement Attached Hereto).

Twice in a calendar year, the Company shall pay commencing on the third day of sickness for the remaining five (5) days equal the amount of the employee's regular pay.

In doubtful cases the Company reserves the right to appoint another doctor other than the one providing the certificate in order to establish the facts in the case.

APPENDIX "B"

- 2 -

4. The Company will pay into the pension plan on the following basis at age nearest birthday at date of joining plan after three (3) years of continuous employment with the Company: Five percent (5%) of gross wages less Company's contribution to Canada Pension Plan.

The employee will continue to pay 5% of his gross wages throughout the term of his employment.

5. All employees covered by this Agreement who have completed the probationary period must as a condition of continued employment be covered by the Health & Welfare Insurance Plan.

6. The Company agrees to continue a dental plan with benefits comparable to the Union Great West Dental Plan in effect on the 28th day of February, 1977 (100% payable by Company). Effective December 1, 1990, the Ontario Dental Association Fee Schedule upon which claims are based under the plan shall not be less than the 1988 fee schedule. Effective November 1, 1992, the Fee Schedule shall be not less than the 1989 fee schedule. Effective November 1, 1992, the Fee Schedule shall be not less than the 1990 fee schedule.

APPENDIX "C"

(Part-time Employees)

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

Articles 1, 2, 3, **4, 5, 6, 7,**
8, 9, 10, 11, 12, 13, 14, 15,
16, 17, 18, 19, 20, 21, 23,
24, 26, Appendix "A", "D",
"F"

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

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

APPENDIX "C"

- 2 -

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

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

APPENDIX "C"

- 3 -

work performed on the holiday at his regular straight time hourly rate of pay and in addition shall receive holiday pay calculated in accordance with Section 3 of this Schedule.

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

APPENDIX "D"

(Departments for Seniority Purposes)

Housekeeping

Bellman

Maintenance

Beverage Room

Lounge

APPENDIX "E"

(Sick Time Allowance)

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

- (a) All cases of sickness must be reported to the Personnel Department or Department Head on duty, on the first day within a period of three (3) hours following the normal report time of the employee concerned.

- (b) The allowance for sick pay shall commence after the third (3rd) consecutive day of illness and shall be paid for five days, for which an employee would have been scheduled had he not been ill.

In the second year of the Agreement, 1991, sick pay shall be paid after the second (2nd) consecutive day of illness.

- (c) Sick pay allowance shall be an amount equal to the product of the normal daily hours of the normal daily hours of the employee concerned multiplied by his basic hourly rate.

LORD ELGIN HOTEL LIMITED OF OTTAWA

APPENDIX "E"

- 2 -

- (e) Sick pay shall not apply to any day for which an employee received compensation under the Sickness and Accident Plan contained in Appendix "B" hereof nor will it apply to any day for which an employee received compensation under the Workers' Compensation Act of the Province of Ontario.

APPENDIX "F"

Uniforms

In cases where employees are required to wear uniforms or special clothing of the Company's design or pattern, such shall be supplied by the Company without charge to the employee and the Company shall provide necessary valet and laundry service in relation thereto. Such uniforms remain the property of the Company. Employees are prohibited from wearing such uniforms except when engaged in the service for which they are supplied. *Any* damage resulting to the uniform through wearing them on other occasions shall **be** charged against the employee.

APPENDIX "G"

Declared Holidays

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

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

Heritage Day
if proclaimed

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

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

APPENDIX "G"

- 2 -

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

2. An employee in the active employ **of** the Company who is eligible for paid holidays and who is required to work on one of the above holidays may, at the discretion of the **Company**, be granted a day **off with** pay in lieu of the holiday at his regular rate of pay within a period of thirty (30) days prior to or thirty (30) days subsequent to the holiday concerned. Employees shall receive one (1) week's advance notice or shorter notice if agreeable to both the **Company** and the employee. Pay for a day off in lieu of a holiday shall be computed on the **basis** of the number of hours such employee **would have worked had there** been no holiday at his regular straight time hourly **rate** of pay. A lieu day for New Year's Day, Good Friday, Canada Day, Labour Day and Christmas **Day shall** be at the option **of** the employee.

APPENDIX "G"

- 3 -

3. If a day off in lieu of the holiday is not granted by the Company, then such employee shall be paid for authorized **work** performed on the holiday **as** follows:

New Year's Day)	
)	
Good Friday)	
)	
Victoria Day	)	Holiday Pay as set
)	
Canada Day	)	out in Paragraph one
)	
Labour Day	)	(1) plus time and
)	
Thanksgiving Day	)	one-half for the hours
)	
Christmas Day	)	worked
)	
Civic Holiday	)	Holiday Pay as set
)	
Boxing Day	)	out in Paragraph one
)	
Employee's	)	(1) plus payment at
Anniversary of)	
employment with the	)	the regular hourly
hotel)	
	)	rate for the hours
Heritage Day)	
	)	worked

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

APPENDIX "R"

VACATION PAY

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

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

Service Requirements

- (i) **Less** than one (1) year's continuous service
 - four percent (4%) of their earnings.
- (ii) After completion of one (1) year's continuous service
 - two (2) weeks vacation with pay at four percent (4%) of their earnings.
- (iii) After completion of five (5) years' continuous service
 - three (3) weeks vacation with pay at *six* percent (6%) of their earnings.
- (iv) After completion of twelve (12) years' continuous **service**
 - four (4) weeks vacation with pay at eight percent (8%) of their earnings.

APPENDIX "H"

- 2 -

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

22/10

LORD ELGIN HOTEL LIMITED OF OTTAWA

MEMORANDUM OF AGREEMENT

BETWEEN

LORD ELGIN HOTEL LIMITED OF OTTAWA

AND

THE HOTELS, CLUBS, RESTAURANTS, TAVERNS,

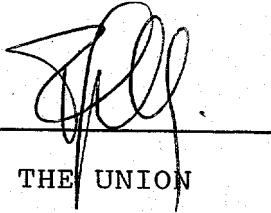
EMPLOYEES' UNION, LOCAL 261

1. The Company shall cover all full-time employees who have completed their probationary period with a sick pay allowance commencing after the third day of illness to a maximum of ten (10) days per year. This allowance shall provide for 100% of the employee's gross earnings.
2. Once a full-time employee becomes eligible for Unemployment Insurance sick benefits, the Company's sick pay allowance shall cease. (14 days from first illness) Unemployment Insurance benefits usually start after two weeks.
3. When a full-time employee has used up his maximum benefit (15 weeks) payable by Unemployment Insurance in cases of illness, the Company shall cover said employee up to a maximum of an additional 15 weeks by a weekly indemnity plan, or pay in lieu thereof, to the employee the sum equal to 66 2/3% of the employee's gross weekly earnings (5 days). The

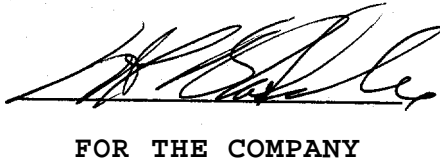
cost of this weekly indemnity plan will be borne 100% by the employer.

4. All illness allowances should be supported by doctor's certificate for major illness indicating how long employee will be off work.

Dated at OTTAWA, this 17 day of JAN 1991



FOR THE UNION



FOR THE COMPANY

* NOT TO EXCEED \$100.- PER WEEK



• LORD ELGIN HOTEL.

July 27, 1988

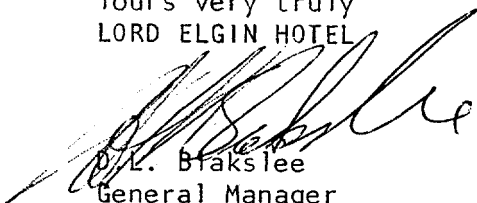
Mr. Frank Grella
Hotels, Clubs, Restaurants,
Taverns Employees Union
Local 261
77 Metcalfe Street
Suite 508
Ottawa, Ontario
K1P 5L6

Dear Mr. Grella:

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

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

Yours very truly
LORD ELGIN HOTEL



P.L. Brakslee
General Manager

DLB/ca