

|                      |       |    |    |
|----------------------|-------|----|----|
| SOURCE               | Union |    |    |
| EFF.                 | 87    | 11 | 01 |
| TERM.                | 90    | 10 | 31 |
| EMPLOYEES            | 740   |    |    |
| NOMERE<br>D'EMPLOYES | alg   |    |    |

THIS AGREEMENT made and entered into this  
 9<sup>th</sup> day of February 1988.

BETWEEN :

- DELTA HOTELS LIMITED,  
OPERATING DELTA OTTAWA
- FOUR SEASONS HOTELS LIMITED
- \* RADISSON OTTAWA CENTRE  
*STET*
- TALISMAN MOTOR INN
- YORK HANNOVER HOTELS LIMITED  
SKYLINE OTTAWA

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

- and

HOTELS, CLUBS, RESTAURANTS, TAVERN  
 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

WHEREAS the Hotels listed above and the Union  
 wish to negotiate a Master Collective Agreement subject  
 to Appendices covering each Hotel;

AND WHEREAS the word "Company" shall refer to each  
 individual Hotel:

FEB 29 1988

0645502

NOW THEREFORE the parties agree as follows:

**ARTICLE I - PURPOSE**

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

**ARTICLE II - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all of its employees described in Appendices "A" and "J" which are attached hereto and form part of this Agreement.

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

**ARTICLE III - UNION SECURITY**

3.01 All present members of the Union, and future employees employed within the scope of this Agreement

who have completed fifteen (15) days' service with the Company shall, as a condition of employment, become and remain members in good standing of the Union. 1/3

3.02 The Union agrees to save the Company harmless from any claim by an employee arising out of the collection of Union dues. 2/1

3.03 ~~The~~ <sup>2/1</sup> Company shall deduct regular monthly union dues or amount in lieu thereof, from present members of the Union, and initiation or reinstatement fees, and union dues for new employees, following the completion of fifteen (15) days service, from the first pay cheque in each month of each employee covered by this Agreement as a condition of continued employment.

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

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

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

3.07 The Company will provide a copy of the collective agreement to each new employee.

3.08 Each new employee shall furnish the Company at the time of hire with a signed application for Union membership and dues checkoff authorization. The form, a copy of which shall be forwarded to the Union, shall be as follows:

PLEASE PRINT (MUST BE COMPLETED IN FULL)

APPLICATION FOR MEMBERSHIP AND

CHECK-OFF AUTHORIZATION FORM

IN THE

Hotel and Restaurant Employees and Bartenders' International Union, Affiliated with A.F.L.-C.I.O.-C.L.C.

NAME \_\_\_\_\_

Employed at \_\_\_\_\_ Age \_\_\_\_\_

do hereby make application to become a member of Hotels, Clubs, Restaurants, Tavern Employees' Union - Local 261.

If accepted I agree not to violate the provisions of the constitution and ritual of the International Union and agree to conform to the Constitution and by-laws now in force or hereafter amended, all rules and regulations of our International Union or Local Union to which I am designated. I agree as a member of or, hereby applying for membership in, to designate and authorize said organization separately and/or collectively through any

of its affiliated locals, agents or representatives to represent me, and as such representative for me and on my behalf to negotiate and conclude agreements as to hours of labour, wages and other employment conditions in accordance with the by-laws of said organization.

I further agree to allow my employer to deduct from my earnings such moneys as deemed necessary by the Hotel and Restaurant Employees and Bartenders' International Union, as listed below:

- (a) Initiation and/or reinstatement fees in such amount as is determined from time to time.
- (b) 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 a cheque made payable to the Union as follows: Hotels, Clubs, Restaurants, Taverns, Employees' Union - Local 261.

It is understood the amount of dues is determined by the Union's International Convention and the membership of

the Union, in accordance with the by-laws. This check-off authorization shall hold the Company harmless.

I agree that Radisson Ottawa Centre **shall** be saved harmless for all deductions so made.

PLEASE PRINT

ADDRESS : SOCIAL INSURANCE NO. :  
NEXT OF KIN : TELEPHONE :  
JOB CLASSIFICATION : FULL-TIME . . . . PART-TIME . . . .  
WITNESS : DATE :

Were you ever a member of this International? Yes, . . . No, . . .

ARTICLE IV - MANAGEMENT RIGHTS

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

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

(c) maintain and enforce reasonable rules and regulations to be observed by employees. An employee shall have the right to lodge a grievance in the event such rules and regulations are enforced in a discriminatory manner. Copies of all such rules shall be forwarded to the Union Office.

(d) generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing to plan, direct and control operations, to direct the work forces, to determine the number and location of facilities, to determine the quality of service and processes, methods, and procedures to be employed, to establish schedules of work subject to the terms of this

Agreement, to establish schedules of production, standards of performance, to select, procure and control supplies, material, products and produce, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified in this Agreement. The Grievance Procedure shall apply.

**ARTICLE V - RELATIONSHIP**

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

**ARTICLE VI - NO STRIKES - NO LOCKOUTS**

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



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

**ARTICLE VII - REPRESENTATION**

7.01 The Company acknowledges the right of the Union to appoint, elect or otherwise select four Shop Stewards from amongst employees of the Company who have completed their probationary period of employment for the purpose of assisting employees in presenting grievances to the Company in accordance with the provisions of this Agreement. The Radisson Ottawa Centre and The York Hannover Hotels Limited Skyline Ottawa will have five Shop Stewards.

7.02 The Union shall keep the Company notified in writing of the names of the Shop Stewards and the effective dates of their appointment.

7.03 The Union acknowledges that Shop Stewards have their regular duties to perform on behalf of the Company, and such persons will not leave their regular duties without first obtaining permission of their immediate **supervisor**, or in his absence the General Manager or his designate. Such permission shall not be unreasonably withheld. When resuming their regular duties Stewards

will report again to their immediate supervisor, or in his absence the General Manager or his designate. Pursuant to this understanding the Company will compensate Stewards for time necessarily spent during their work hours in dealing with grievances.

ARTICLE VIII - GRIEVANCE PROCEDURE

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

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

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

Step No. 1 - If an employee has any complaints or questions which he wishes to discuss with the Company he shall take the matter up with his Department Head and may be accompanied by his Steward if he requests such assistance.

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

Step No. 2 - Any employee having a grievance or any one employee who is designated as a member of a group of employees having a grievance shall then take the grievance up with the Steward. The Steward shall reduce the grievance to writing and present same to the Supervisor or Department Head within seven (7) days after the occurrence of the matter which is the subject of the grievance. The grievance shall contain the names of all the employees who have the same grievance. The Supervisor or Department Head shall deal with the grievance and provide his answer to the Steward in writing within two (2) days after he receives the grievance. The Steward may ask the Union office for assistance to write the grievance but not during working hours.

Step No. 3 - If the matter is not settled at this time the Local Union Official or International Representative shall take up the grievance with the Hotel Manager or his designated representative within five (5) days after the Steward receives the answer from the Supervisor or

Department Head. If the grievance is not settled within a further period of forty-eight (48) hours after it has been presented to the Manager or his designated representative, then at the request of either party to this Agreement, the grievance may be referred to arbitration but the request for arbitration must be made in writing within five (5) days after the period of forty-eight (48) hours referred to above has expired.

8.04 All limits contained herein and in Article IX and Article XI shall exclude Saturdays, Sundays and Declared Holidays. The parties are agreed that the time limits outlined herein may be extended by mutual agreement in writing.

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

#### ARTICLE IX - DISCHARGE CASES

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

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

9.02 All such cases shall be taken up within five days and disposed of within ten days of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment, shall be treated as a grievance if a written statement of such grievance is lodged with the Management within five days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step No. 3 will be omitted in such case.

9.03 Such special grievance may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

9.04 No entry shall be made on an employee's record regarding work performance or conduct unless the matter is first discussed with the employee in the presence of his Union Steward or the Union Business Agent if his presence is requested. A copy of any adverse record shall be supplied to the employee and a copy shall be forwarded to the Union.

9.05 Upon request by an employee, that employee's record will be available for review by the employee, or a representative of the Union (if so requested by the employee), subject to reasonable notice being given of the request, and arrangements being made for a mutually convenient time for the review.

**ARTICLE X - INDIVIDUAL DISCUSSION OF PROBLEM**

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

**ARTICLE XI - COMPANY AND UNION GRIEVANCES**

11.01 If the Company or Union wishes to file a Grievance, the party wishing to grieve shall do so by mailing a copy of its grievance to the Union or Company, as the case may be, within thirty (30) working days of

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

#### ARTICLE XII - ARBITRATION

12.01 When either party requests that a grievance be submitted to arbitration, they shall make such request in writing addressed to the other party to this Agreement, and at the same time name their nominee to the Arbitration Board. Within five days thereafter the other party shall name its nominee to the Arbitration Board.

12.02 Therefore, the Board of Arbitration shall consist of one representative of the Company, one representative of the Union, and one impartial arbitrator to be selected by the first two, who shall be Chairman of the Arbitration Board. It is further agreed that if the representatives of the parties are unable to select a Chairman, then a request will be made within five days to the Minister of Labour, Province of Ontario, requesting that he designate an impartial Chairman.

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

12.04 Each of the parties hereto will bear the expenses of their nominee appointed by them, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

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

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



12.07 The Arbitration Board shall hold a hearing **as soon** as possible and render its decision within **30 days** after the hearing. The decision of **such** Board shall be final and binding amongst the parties. If there is no majority decision, then the decision of the Chairman shall be binding.

12.08 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 - SENIORITY

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

13.01 (a) Classification and department seniority shall apply to matters related to job. The applications of this type of seniority are as follows:

- reduction of working hours
- selection of available days of€
- vacation preference
- promotions and demotions (subject to the provisions set out in **13.02(a)**)
- selection of shifts subject to the right of the Company to establish schedules of work as set out in **4.01(d)**
- temporary transfers to a higher paid job as set out in Article 20.01.
- layoff and recall (subject to the provision set out in **13.02(b)**)

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

(c) In the event of a closure or sale (as defined in the Ontario Labour Relations Act) of a food or beverage facility, the Company will endeavour to place affected employees, in order of their classification seniority, in other food or beverage departments in the hotel. If the Company determines that the affected employees fill the job criteria and have the necessary skill and ability to perform the work in another food and beverage department, their full classification seniority will be recognized after thirty days in the new department.

13.02 (a) When promotions or demotions are made, or vacancies occur within the staff covered by this agreement, seniority, skill, competence, efficiency and reliability shall be the determining factors. Where skill, competence, efficiency and reliability are equal, seniority shall be the governing factor.

(b) Provided there are employees capable of performing the work in the classification and department concerned, the following lay off or cutback procedure shall apply:

~~86K~~  
employees on probation and part-time employees shall be laid off first;

~~27C~~  
full-time employees shall be laid off in the reverse order of seniority.

27d  
1

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

13.03 Seniority shall become effective after the completion of the following probationary period:

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10/60

full time employees - 60 calendar days

part time employees - 60 calendar days

13.04 An employee shall lose all seniority and his employment deemed to have been terminated if he is laid-off for a period equal to the lesser of his period of seniority or nine (9) months.

13.05 **Any** employee who has been laid off and who is notified to return to work (by registered mail) and does not return to work, and does not notify the Company of his intention to return to work, within five (5) days (Saturday and Sunday excluded) shall be considered as having terminated employment with the Company. Employees must notify the Company and the Union of any change of address during the life of this Agreement.

13.06 **Up** to date seniority lists, for the respective seniority 'groups indicating starting date and classification, shall be posted by the Company within clear view for all employees to see, within thirty (30) days of the signing of this Agreement. These lists shall be revised and posted every three (3) months.

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

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

13.09 Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence.

13.10 In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.

13.11 <sup>26a</sup> In the event that an elected shop steward, with six months or more seniority, is laid off, he shall be the first on recall in his classification and department.

13.12 Part-time employees who wish to be considered for a full-time position in their classification and department may file such a request with their Department Head, and shall be considered for hire to such full-time position before new employees are hired. A part-time employee who is not selected for a full-time position may request an interview to discuss the matter.

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

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

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

13.16 If the Company creates a new classification within the bargaining unit, the Company agrees to inform the Union of the new classification and the rate payable. If the Union disagrees with the wage rate the grievance procedure shall apply.

#### ARTICLE XIV - LEAVE OF ABSENCE

14.01 The Company may grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practicable.

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The Company agrees to reply to such requests within seven (7) working days. If an employee fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to the employee, the Union and the Company have been made for an extension of such leave, it shall leave the employee subject to disciplinary action. If an employee utilizes a leave of absence for purposes other than those for which the leave of absence may be granted, the employee shall lose all seniority and his employment shall be deemed to have terminated.

14.02 The Company agrees to grant female employees a leave of absence due to pregnancy, in accordance with the provisions of the Employment Standards Act as amended. 580  
57

14.03 Leave of absence will be granted to not more than one (1) employee who has been elected by the Union membership as a delegate to attend a Union Convention or Seminar and to not more than three (3) employees who have attained seniority and who have been selected by the Union to attend meetings on negotiations for a Collective Agreement or renewal thereof. 638  
4

14.04 Full time employees who have completed their probationary period shall be entitled to receive three (3) days' leave of absence and will be paid their regular rate for each regularly scheduled work day that occurs within such three (3) day period. 600  
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630  
-1

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

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

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

**ARTICLE XV - BULLETIN BOARD**

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



**ARTICLE XVI - ACCESS TO PREMISES**

16.01 No more than two official representatives of the Union shall be permitted to enter the Company's premises, after informing the Company of such visits. The Union agrees that the visits of such official representative shall not impair or hinder production and services, and that the visits will be limited to the proper discharge of Union business, such as ensuring that the terms of this Agreement are being implemented and not for the purpose of soliciting membership.

**ARTICLE XVII - LOCKERS AND DRESSING ROOMS**

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

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

**ARTICLE XVIII - BONDING**

18.01 It is expressly understood that as a condition of employment, each employee must be and remain acceptable for bonding purposes and it is agreed that failure by

the employee to be and remain acceptable to the Company's bonding company immediately terminates his employment. In the event that the bonding company refuses to continue bonding of an employee with seniority, the Employer shall provide the Union with full written reasons for such refusal. If the Union feels that the action of the bonding company is unfair, unjust or discriminatory, the matter may become subject to the Grievance and Arbitration procedure.

ARTICLE XIX - HOURS OF WORK AND OVERTIME

19.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per week subject to Article 19.06.

19.02 The standard work <sup>34</sup>~~week~~ shall consist of forty (40) hours per week comprised of eight (8) hours per day in five (5) days per week. The Company shall employ its best effort to arrange schedules so that employees will have two (2) consecutive days off during each work week.

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

19.04 There shall be no pyramiding of overtime.

19.05 Each employee shall be allowed two (2) ten (10) minute rest periods in each eight (8) hour work period, and such time shall be regarded as time worked. Each employee shall be allowed a one-half (1/2) hour meal period during each shift. Such meal period shall not be regarded as time worked.

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

24  
1

19.07 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.

19.08 The Company agrees to post weekly schedules forty-eight (48) hours prior to the commencement of the work week for full-time employees. Such schedules shall not be construed as a guarantee of Hours of Work per week subject to Article 19.06.

**ARTICLE XX - TEMPORARY TRANSFERS**

20.01 Employees temporarily assigned to a higher rated classification in excess of three hours per day shall be paid the higher rate for all time worked in the

higher rated classification. Employees temporarily assigned to a lower rated classification for the convenience of the Company shall not have their rate reduced.

ARTICLE XXI - GENERAL

21.01 Individual Agreements

No arrangements shall be made between any employee and the employer which conflicts with the terms of this Agreement. Should the Union allege that this Article has been breached, such alleged breach shall be subject to the provisions of Article XI.

21.02 Breakage

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

21.03 Responsibility

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

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



ARTICLE XXII - APPENDICES

22.01 The appendices attached hereto cover each of the Hotels covered by this Master Collective Agreement and the appendices relating to each Hotel form a part of that Hotel's collective agreement with the Union.

ARTICLE XXIII - TERMINATION

23.01 This Agreement shall become effective on the 1st day of November, 1987, and shall remain in full force and effect until the 31st day of October 1990, 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.

APPENDIX "A"

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.

DELTA HOTELS LIMITED, OPERATING UNION  
DELTA OTTAWA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOUR SEASONS HOTELS LIMITED

UNION

RADISSON OTTAWA CENTRE

UNION

TALISMAN MOTOR INN

UNION

YORK HANNOVER HOTELS LIMITED  
SKYLINE OTTAWA

UNION

APPENDIX "A"

WAGES AND CLASSIFICATIONS

The Company recognizes that the Union is the sole and exclusive bargaining agent for all **full** time and regular part time employees of Radisson Ottawa Centre, 100 Kent Street, Ottawa, Ontario as more particularly set out hereunder, save and except supervisors, persons above the rank of supervisor, office and sales staff (including front desk clerks, front desk cashiers, payroll clerks, accounting clerks, audit department staff, reservation clerks, secretaries and security staff (including Timekeepers).)

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

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

Housekeeping

|                   |             |      |      |      |      |      |
|-------------------|-------------|------|------|------|------|------|
| Inspectress       | 7.51        | 7.71 | 7.91 | 8.11 | 8.31 | 8.51 |
| Maid              | 7.25        | 7.45 | 7.65 | 7.85 | 8.05 | 8.25 |
| Houseman          | 7.13        | 7.33 | 7.53 | 7.73 | 7.93 | 8.13 |
| Laundry           | <b>7.00</b> | 7.20 | 7.40 | 7.60 | 7.80 | 8.00 |
| Cleaners          | 7.13        | 7.33 | 7.53 | 7.73 | 7.93 | 8.13 |
| Seamstress/Tailor | 7.45        | 7.65 | 7.85 | 8.05 | 8.25 | 8.45 |

Kitchen

|                    |              |              |              |              |              |                 |
|--------------------|--------------|--------------|--------------|--------------|--------------|-----------------|
| <u>1st Cook</u>    | <u>10.79</u> | <u>10.99</u> | <u>11.24</u> | <u>11.44</u> | <u>11.69</u> | <u>11.89</u> H. |
| 2nd Cook           | 9.34         | 9.54         | 9.79         | 9.99         | 10.24        | <b>10.44</b>    |
| <u>3rd Cook</u>    | <u>8.43</u>  | <u>8.63</u>  | <u>8.88</u>  | <u>9.08</u>  | <u>9.33</u>  | <u>9.53</u> ml. |
| Vegetable Cook     | 8.23         | 8.43         | 8.68         | 8.88         | 9.13         | 9.33            |
| Cook's Helper      | 7.93         | <b>8.13</b>  | 8.38         | 8.58         | 8.83         | 9.03            |
| Gardemanger        | 9.33         | 9.53         | 9.78         | 9.98         | 10.23        | 10.43           |
| Roundsman          | 9.34         | 9.54         | 9.79         | 9.99         | 10.24        | 10.44           |
| Ware/Potwasher     | 6.97         | 7.17         | 7.37         | 7.57         | 7.77         | 7.97            |
| Pantry Attendant   | 7.00         | 7.20         | 7.40         | 7.60         | 7.80         | 8.00            |
| Kitchen Helper     | 6.97         | 7.17         | 7.37         | 7.57         | 7.77         | 7.97            |
| Receiving Porter   | 6.89         | <b>7.09</b>  | 7.29         | 7.49         | 7.69         | 7.89            |
| Receiver           | 8.10         | 8.30         | 8.50         | 8.70         | 8.90         | 9.10            |
| Mini Bar Attendant | 7.32         | 7.52         | 7.72         | 7.92         | 8.12         | 8.32            |



| <u>CLASSIFICATION</u> | <u>Nov.1/87</u> | <u>May 1/88</u> | <u>Nov.1/88</u> | <u>May 1/89</u> | <u>Nov.1/89</u> | <u>May 1/90</u> |
|-----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
|-----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|

Dining Room/Coffee Shoe

|                        |             |             |             |             |             |             |
|------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Assistant Hostess      | 7.55        | 7.75        | 7.95        | 8.15        | 8.35        | 8.55        |
| Cashier                | 7.47        | 7.67        | 7.87        | 8.07        | 8.27        | 8.47        |
| <u>Waiter/Waitress</u> | <u>5.70</u> | <u>5.80</u> | <u>5.90</u> | <u>6.00</u> | <u>6.10</u> | <u>6.20</u> |
| Bus Person             | 6.60        | 6.80        | 7.00        | 7.20        | 7.40        | 7.60        |

Beverage Production

|                   |      |      |      |      |      |      |
|-------------------|------|------|------|------|------|------|
| Service Bartender | 8.28 | 8.48 | 8.68 | 8.88 | 9.08 | 9.28 |
| Stool Bartender   | 6.64 | 6.74 | 6.84 | 6.94 | 7.04 | 7.14 |
| Comb. Bartender   | 7.14 | 7.24 | 7.34 | 7.44 | 7.54 | 7.64 |
| Bar Person        | 6.52 | 6.72 | 6.92 | 7.12 | 7.32 | 7.52 |
| Beverage Service  | 5.70 | 5.80 | 5.90 | 6.00 | 6.10 | 6.20 |

Room Service

|                 |      |      |      |      |      |      |
|-----------------|------|------|------|------|------|------|
| Captain         | 6.75 | 6.85 | 6.95 | 7.05 | 7.15 | 7.25 |
| Waiter/Waitress | 5.70 | 5.80 | 5.90 | 6.00 | 6.10 | 6.20 |

Bellperson/doorperson

|                    |      |      |      |      |      |      |
|--------------------|------|------|------|------|------|------|
| Asst. Bell Captain | 5.70 | 5.80 | 5.90 | 6.00 | 6.10 | 6.20 |
| Bellperson         | 5.70 | 5.80 | 5.90 | 6.00 | 6.10 | 6.20 |
| Doorperson         | 5.70 | 5.80 | 5.90 | 6.00 | 6.10 | 6.20 |

APPENDIX "A"

- 3 -

| <u>CLASSIFICATION</u> | <u>Nov.1/87</u> | <u>May 1/88</u> | <u>Nov.1/88</u> | <u>May 1/89</u> | <u>Nov.1/89</u> | <u>May 1/90</u> |
|-----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <u>Maintenance</u>    |                 |                 |                 |                 |                 |                 |
| Maintenance One       | 11.58           | 11.78           | 12.03           | 12.23           | 12.48           | 12.68           |
| Maintenance Two       | 10.61           | 10.81           | 11.06           | 11.26           | 11.51           | 11.71           |
| Maintenance Three     | 9.62            | 9.82            | 10.07           | 10.27           | 10.52           | 10.72           |
| Maintenance General   | 8.91            | 9.11            | 9.36            | 9.56            | 9.81            | 10.01           |
| Maint. Maintainer     | 8.32            | 8.52            | 8.77            | 8.97            | 9.22            | 9.42            |
| Sanitation/Cleaner    | 7.93            | 8.13            | 8.33            | 8.53            | 8.73            | 8.93            |
| <u>Telephone</u>      |                 |                 |                 |                 |                 |                 |
| Switchboard           | 7.30            | 7.50            | 7.70            | 7.90            | 8.10            | 8.30            |

APPENDIX "A"

- 4 -

Apprentice cooks shall be paid as follows:

Period One (not to exceed 2000 hours)

65% of average of unionized kitchen rates

Period Two (not to exceed 2000 hours)

75% of average of unionized kitchen rates

Period Three (not to exceed 2000 hours)

85% of unionized kitchen rates

250  
1

Hiring Rate for Employees Hired After April 1, 1988

- 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, 1987, to and including the Date of Ratification. It is understood and agreed that wages only shall be retroactive.

APPENDIX "B"

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

APPENDIX -C-

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O.H.I.P.

The Company agrees to pay 100% of the cost of O.H.I.P. for all regular full-time employees.

For employees hired after February 7th, 1981, the Company agrees to pay the following amount towards the cost of O.H.I.P.

|                             | <u>Single</u> | <u>Married</u> |
|-----------------------------|---------------|----------------|
| After probationary period   | \$ 8.00       | \$15.00        |
| After one year's employment | \$14.00       | \$25.00        |
| After two years' employment | 100%          | 100%           |

NOTE

The Company agrees to carry an employee for two (2) months for O.H.I.P. in the case of an extended illness (appropriate Company percentage as set out herein).

Employees whose principal residence is located in the Province of Quebec who are not eligible to participate in the Province of Ontario Health Plan shall receive as additional wages, an amount equivalent to the Company contribution required of employers in the Province of Quebec. The time and method of payment of the foregoing amount shall be determined by the Company. The Company agrees that if the Quebec cost increases, the Company will absorb the increased cost (not to exceed the cost of O.H.I.P. in effect from time to time).

APPENDIX "C"

- 2 -

HEALTH AND WELFARE

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

SICKNESS AND ACCIDENT BENEFIT

The Company agrees during the term of this Agreement to provide at no cost to employees, insured Sickness and Accident Plan (Weekly Indemnity) providing benefits subject to the conditions contained in the Plan. The "Plan" is to be of the type commonly referred to as a one-eight Plan with a weekly benefit of sixty-six and two thirds percent (66 2/3%) of the average remuneration received by an employee during the preceding four (4) weeks and a maximum duration of fifteen (15) weeks. (to the U.I.C. Maximum in effect from time to time). The Plan shall be provided to all eligible employees who have completed three (3) months' continuous employment with the Radisson Ottawa Centre while such employees remain in the active employ of the Company.

DENTAL PLAN

The Company agrees to continue a dental plan with benefits comparable to the Union Great West Dental

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0579910  
70b  
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APPENDIX "C"

- 3 -

Plan in effect on the 28th day of February, 1977 (100% payable by Company). Effective the first day of the month following ratification the 1984 Ontario Dental Association fee schedule shall be changed to the 1985 Ontario Dental Association fee schedule. Effective November 1, 1988 the Company agrees to institute the 1986 Ontario Dental Association fee schedule. Effective November 1, 1989, the Company agrees to institute the 1987 Ontario Dental Association fee schedule.

id card

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From dd exp. 1: H+W

$\frac{70c}{100}$      $\frac{72}{005}$

$\frac{70f}{050}$      $\frac{70k}{050}$      $\frac{76g}{10}$

: Pension

$\frac{77}{1}$      $\frac{78}{1}$      $\frac{79}{1}$      $\frac{80}{1}$

86 b c d f  
|

$\frac{87}{4}$

APPENDIX "D"

(Part-time Employees)

1. <sup>800</sup>/<sub>1</sub> 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,  
and Appendix "A", "B", "E",  
and "F".

<sup>800</sup>/<sub>1</sub>

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).

<sup>800</sup>/<sub>1</sub>



APPENDIX "D"

- 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) day 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've 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 "D"

- 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 "E"

(Departments for Seniority Purposes)

Kitchen

Housekeeping and Laundry

Maintenance

Bars and Lounges

Cafe Toulouse

La Ronde (Revolving Dining Room)

Room Service

Food and Beverage Cashiers

Bellmen

Switchboard

Banquets (See Appendix "J")

APPENDIX "F"

Uniforms

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

Uniforms or special style clothing if required by the Company shall be supplied and maintained by the Company. Maintenance **shall** include repairs of normal wear and tear, dry cleaning of non-washable apparel and laundering of kitchen whites and maids' uniforms.

APPENDIX "G"

(Sick Leave Allowance)

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

- (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 reporting 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 scheduled days only or days for which an employee would have been scheduled had he not been ill.
- (c) Sick **pay** allowance shall be an amount equal to the product of the normal daily hours of the employee concerned multiplied by his basic hourly rate.

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9999

APPENDIX "G"

- 2 -

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

(e) Eligibility for Sick Leave Allowance shall be reinstated for an employee who has received **such** allowance following his return to active work with the Company for a period of thirty (30) days or more.

APPENDIX "H"

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

|                |   |
|----------------|---|
| New Year's Day | Employee's Birthday                     |
| Good Friday    | Labour Day                              |
| Victoria Day   | Thanksgiving Day                        |
| Dominion Day   | Christmas Day                           |
| Boxing Day     | Employee's Anniversary<br>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.

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APPENDIX "H"

- 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 "H"

- 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                 |
|                     | ) |                        |
| Employee's Birthday | ) | 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 days holiday at a time convenient to the Company or pay for the Holiday as provided herein.

APPENDIX "I"

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.

54  
01-02  
(ii) After completion of one (1) year's continuous service  
- two (2) weeks vacation with pay at four percent (4%) of their earnings.

05-03  
(iii) After completion of five (5) years' continuous service  
- three (3) weeks vacation with pay at six percent (6%) of their earnings.

12-04  
(iv) After completion of twelve (12) years' continuous service  
- four (4) weeks vacation with pay at eight percent (8%) of their earnings.

APPENDIX "I"

- 2 -

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

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APPENDIX "J"

BANQUET EMPLOYEES

The Articles of the Collective Agreement set out hereunder and the following sections shall govern working conditions and wages for "regular" and "extra" banquet employees within the classification shown in Section 5 of this Appendix. For greater clarity, a regular employee is one who is available at all times and an extra employee is one whose availability is restricted to certain hours or days.

I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIV (01) (02) (03), XV, XVI, XVIII, XXI, XXIII.

SENIORITY AND SCHEDULES

01 The Company recognizes seniority rights for regular and extra employees within each classification of the Banquet Department provided for in this Agreement.

02 New employees shall be considered as probationary employees during the first five (5) functions worked (fifteen (15) hours) in their classifications.

03 The Company and the Union recognize the need to maintain an adequate work force to service functions of varying size and complexity. In order to retain such a force, separate hiring lists shall be maintained for regular and extra employees containing the name and classification of such employees. Consistent with the foregoing, the Company will schedule the available work to employees within their classification by rotation in order of seniority, provided that employees having been

so scheduled shall be considered as having performed such assignment for the purpose of subsequent equitable distribution. Regular employees shall have priority in scheduling during non-premium hours. Work schedules indicating the day and function to be worked shall be posted in a mutually agreed upon location, not later than the Thursday of the week prior to that in which the day or function falls. Once an employee reports to work for a function to which he has been scheduled, such employee shall receive a guarantee of three (3) hour pay, unless notified by the Company that his services will not be required on the day prior to breakfast or lunch functions and six (6) hours prior to a dinner function.

2.04 An employee who refuses three (3) scheduled work assignments in a thirty (30) day period, shall be considered as having terminated employment with the Company. The foregoing shall not apply where the employee provides satisfactory proof of sickness or accident.

#### 2.05 Seniority Lists

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

3. HOURS OF WORK

3.01 The work day shall be defined in terms of the number of functions worked in that day. No employee shall be required to work more than three (3) functions on any given day,

3.02 Overtime at the rate of time and one-half of the employee's basic rate shall be paid for all hours worked in excess of forty (40) hours per week and on the sixth and seventh consecutive days worked. For the purposes of calculating overtime, the work week shall run from Saturday to Friday inclusive.

3.03 There shall be no pyramiding of overtime.

3.04 If an employee is required to work more than one (1) function on a given day, such employee will be given a fifteen (15) minute rest period between each function for the purposes of upgrading his appearance. During this period, tea, coffee, or a soft drink shall be available at no cost to the employee-

4. UNION SECURITY AND UNION DUES

4.01 All present and future employees whose classification of work is included in Section 5 of this APPENDIX "J" who have completed the probationary period set out in Section 2.02 hereof shall, as a condition of employment, become and remain members of the Union.

4.02 The Company agrees to deduct from the earnings of regular and extra banquet employees as defined herein, union dues in the following amounts:

i) 1st day or portion thereof worked each month - \$3.00

ii) subsequent days worked or portion thereof each month - \$2.50. to a maximum of eighteen (18.00) Dollars per month and to remit same to the Union monthly, together with a list of employees so deducted.

5. WAGES

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

| <u>Classification</u>                | <u>Hours</u> | <u>*Nov1/87</u> | <u>May1/88</u> | <u>Nov1/88</u> | <u>May1/89</u> | <u>Nov1/89</u> | <u>May1/90</u> |
|--------------------------------------|--------------|-----------------|----------------|----------------|----------------|----------------|----------------|
| Waiters, Waitresses and Busspersons  |              |                 |                |                |                |                |                |
| Breakfast or Lunch                   | 3            | \$16.11         | 16.41          | 16.71          | 17.01          | 17.31          | 17.81          |
| Dinner                               | 3            | 17.04           | 17.34          | 17.64          | 17.94          | 18.24          | 18.54          |
| Hourly rate for Excess Regular Hours |              | 5.37            | 5.47           | 5.57           | 5.67           | 5.77           | 5.87           |
| <u>Basic Hourly rate:</u>            |              |                 |                |                |                |                |                |
| Bartender (Host Bars)                |              | 6.10            | 6.20           | 6.30           | 6.40           | 6.50           | 6.60           |
| (Cash Bars)                          |              | 7.10            | 7.30           | 7.50           | 7.70           | 7.90           | 8.10           |
| Cashier                              |              | 7.10            | 7.30           | 7.50           | 7.70           | 7.90           | 8.10           |
| Banquet Porter                       |              | 6.55            | 6.65           | 6.75           | 6.85           | 6.95           | 7.05           |

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

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

6. MEALS

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

ASSIGNED COVERS

01

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

Extra covers shall be paid at the rate of fifty-five (55¢) cents each.

GRATUITIES

A gratuity equal to **9.75%** of function food and wine revenue and **4.5%** of host bar revenue shall be distributed to food service employees, banquet porters and bartenders. Distribution of gratuities to such employee will be made in a ratio agreed upon by the Union and the Company. The remaining gratuity (if any) shall be distributed by the Catering Manager to other employees (including additional banquet porters) who have contributed to the success of a function.



**8.02** To effect the distribution of gratuities as aforesaid, a weekly gratuity summary will be prepared by the hotel which shall set out the manner in which the gratuities have been allocated and distributed (ie by the number of covers served by waiters and waitresses). The Company shall retain a copy of the weekly gratuity summary for inspection by the UP for a period of six (6) months.

**9. STATUTORY HOLIDAYS**

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

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

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

**10. GENERAL**

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

ATTENTION MEMBERS

- 1) **Has the Union Office got your correct address and phone number?**  
You have responsibility to keep the office advised of your correct address and phone number.
- 2) **Are your dues paid up? If you are two months in arrears in your dues, you are suspended from membership.** Even though you are on check-off for dues, it is every member's duty to see that dues are taken off the cheque every month.

you are covered by the Union's Death Benefit Fund.

- 5) **If you are considering moving to another Local or to any province in Canada or State in the United States, inquire about a Travelling Card** which will help you find employment elsewhere.
- 6) **If you are going to be out of the trade for any length of time, inquire about a Withdrawal Card.**

REGULAR GENERAL MEETINGS  
ARE HELD ON THE  
THIRD MONDAY AT 5:00 P.M. IN  
JANUARY, MARCH, MAY, JULY  
SEPTEMBER, NOVEMBER OF EACH  
YEAR UNLESS OTHERWISE NOTIFIED.

## GOOD UNIONSHIP PLEDGE

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

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

WAGE CARD FOR AGREEMENT NO. 0645502

JURISDICTION

FED  
PROV x  
FSSRA

AGREEM. EFFEC. DATE: 871101  
AGREEM. EXP. DATE: 901031  
NO. OF EMPLOYEES: 740

SETTLEMENT DATE: 880420  
WAGE EFFECTIVE DATE: 871101  
WAGE REOPENER DATE:  
STAGE OF SETTLEMENT: MED  
DUR. OF NEGOTIATION: 09

SIC: 881  
COMPANY: Delta Ottawa  
UNION: Hotel Employees and Restaurant Employees International Union

LOCATION: Ottawa, Ont.

COLA: NONE X DELETED EXISTS INACTIVE

COMMENTS:

> NOT OFFICIALLY A JOINT BARGAINING SITUATION - SIX SEPARATE 36-MONTH  
> AGREEMENTS WITH THE SAME MONETARY INCREASES  
>

OCCUP.: WAITER

HOURS WORKED: 40.00

PREV. NEG. BASE RATE: 5.540 + COLA FOLD-IN AMT: ( 0.000 ) = 5.540

| DATE   | RATE    | %    | DATE   | RATE    | %    | DATE   | RATE    | %    |
|--------|---------|------|--------|---------|------|--------|---------|------|
| 871101 | 5.700 ✓ | 2.89 | 880501 | 5.800 ✓ | 1.75 | 881101 | 5.900 ✓ | 1.72 |
| 890501 | 6.000 ✓ | 1.69 | 891101 | 6.100 ✓ | 1.67 | 900501 | 6.200 ✓ | 1.64 |

WAGE INCREASES:

LUMP SUM PAMNTS: >  
CHNGS. IN INCR.: >  
SPEC. ADJ.: >  
OTHER: >

\*\*\* PREVIOUS COLA INFORMATION \*\*\*

CARRY-OVER FLOAT = 0.000 FOLD-INS OF CARRY-OVER FLOAT: (Y or N)  
DATE AMOUNT | DATE AMOUNT | DATE AMOUNT | DATE AMOUNT

\*\*\* CURRENT COLA INFORMATION \*\*\*

CPI TYPE: > < # OF CALC.: COMP. FG.:  
COLA TYPE:  
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Radisson, Delta Ottawa, Four Seasons Hotel, Talisman Motor Inn, Lord Elgin Hotel and Skyline Hotel, Ottawa, and Hotel Employees and Restaurant Employees International Union. Local 261 (AFL-CIO/CLC) (740 employees): Six 36-month agreements effective from November 1, 1987, to October 31, 1990, settled in April at the mediation stage. Duration of negotiations - 9 months.

|        |                        |                  |                 |                  |
|--------|------------------------|------------------|-----------------|------------------|
| Wages: | Effective              | <u>Nov. 1/87</u> | <u>May 1/88</u> | <u>Nov. 1/88</u> |
|        | Increases              |                  |                 |                  |
|        | Non-Gratuity Positions | 27¢              | 20¢             | 20¢              |
|        | Gratuity Positions     | 16¢              | 10¢             | 10¢              |

Hourly Rates

|             |                                     |                      |                       |
|-------------|-------------------------------------|----------------------|-----------------------|
| Waiter      | \$5.70 ✓<br>(\$5.54)                | \$5.80 ✓             | \$5.90 ✓              |
| Chambermaid | \$7.25 ✓<br>(\$6.98)                | \$7.45 ✓             | \$7.65 ✓              |
| Cook I      | \$10.78 <sup>9</sup> ✓<br>(\$10.51) | \$10.98 <sup>9</sup> | \$11.18 <sup>24</sup> |

|                        |                 |                  |                 |
|------------------------|-----------------|------------------|-----------------|
| Effective              | <u>May 1/89</u> | <u>Nov. 1/89</u> | <u>May 1/90</u> |
| Increases              |                 |                  |                 |
| Non-Gratuity Positions | 20¢             | 20¢              | 20¢             |
| Gratuity Positions     | 10¢             | 10¢              | 10¢             |

Hourly Rates

|             |                       |                       |                       |
|-------------|-----------------------|-----------------------|-----------------------|
| Waiter      | \$6.00 ✓              | \$6.10                | \$6.20 ✓              |
| Chambermaid | \$7.85 ✓              | \$8.05 ✓              | \$8.25 ✓              |
| Cook I      | \$11.38 <sup>44</sup> | \$11.58 <sup>69</sup> | \$11.78 <sup>89</sup> |

Hours of Work: 40 per week (unchanged). ✓

Paid Holidays: 11 (unchanged). ✓

Paid Vacation: 2 weeks after 1 year, 3 after 5, and 4 after 12 for all hotels except the Skyline where it remains 4 after 9 (unchanged). ✓

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Radisson, Delta Ottawa, Four Seasons Hotel, Talisman Motor Inn, Lord Elgin, Hotel and Skyline Hotel, Ottawa, Ontario, and Hotel Employees and Restaurant, Employees International Union, local 261 (AFL-CIO/CLC) (740 employees):  
 Six 36-month agreements effective from **NOVEMBER 1, 1987**, to **OCTOBER 31, 1990**, settled in **APRIL 1988** at the mediation stage. Duration of negotiations - 09 months.

|         |                        |                             |                 |                  |
|---------|------------------------|-----------------------------|-----------------|------------------|
| Wages : | Effective              | <u>Nov. 1/87</u>            | <u>May 1/88</u> | <u>Nov. 1/88</u> |
|         | Increases              |                             |                 |                  |
|         | Non-Gratuity Positions | \$ 27¢                      | \$ 20¢          | \$ 20¢           |
|         | Gratuity Positions     | \$ 16¢                      | \$ 10¢          | \$ 10¢           |
|         | <u>Hourly Rates</u>    |                             |                 |                  |
|         | Waiter                 | \$5.70<br>(\$5.54)          | \$5.80          | \$5.90           |
|         | Chambermaid            | \$7.25<br>(\$6.98)          | \$7.45          | \$7.65           |
|         | <b>Cook I</b>          | <b>\$10.78</b><br>(\$10.51) | <b>\$10.98</b>  | <b>\$11.18</b>   |

|         |                        |                 |                  |                 |
|---------|------------------------|-----------------|------------------|-----------------|
| Wages : | Effective              | <u>May 1/89</u> | <u>Nov. 1/89</u> | <u>May 1/90</u> |
|         | Increases              |                 |                  |                 |
|         | Non-Gratuity Positions | \$ 20¢          | \$ 20¢           | \$ 20¢          |
|         | Gratuity Positions     | \$ 10¢          | \$ 10¢           | \$ 10¢          |
|         | <u>Hourly Rates</u>    |                 |                  |                 |
|         | Waiter                 | \$6.00          | \$6.10           | \$6.20          |
|         | Chambermaid            | \$7.85          | \$8.05           | \$8.25          |
|         | <b>Cook I</b>          | <b>\$11.38</b>  | <b>\$11.58</b>   | <b>\$11.78</b>  |

Hours of Work: 40 per week (unchanged).

Paid Holidays: 11 (unchanged).

Paid Vacation: 2 weeks after 1 year, 3 after 5 and 4 after 12 for all hotels except the Skyline where it remains 4 after 9 (unchanged).